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**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

NIXON PEABODY LLP  
401 9<sup>th</sup> Street N.W., Suite 900  
Washington, DC 20004  
Attention: Gregory N. Doran, Esq.

For Recorder Use Only

**Assignment of Leases and Rents**

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## Assignment of Leases and Rents

Dated as of: May 5, 2011

Assignor: Lawndale Christian Health Center, an Illinois nonprofit corporation

Address: 3860 W. Ogden Avenue, Chicago, Illinois 60623

Assignee: Impact VI CDE 5 LLC, a Delaware limited liability company

Address: 2011 Crystal Drive, Suite 800, Arlington, Virginia 22202

Property: 3748 West Ogden Avenue, Chicago, Illinois 60623

County: Cook County, Illinois

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**Record and  
Return to:** NIXON PEABODY LLP  
401 9<sup>th</sup> Street, N.W., Suite 900  
Washington, D.C. 20004  
Attention: Gregory N. Doran, Esq.

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## ASSIGNMENT OF LEASES AND RENTS

**THIS ASSIGNMENT OF LEASES AND RENTS** (this "Assignment") is dated as of the 5th day of May, 2011, by **LAWNDALE CHRISTIAN HEALTH CENTER**, an Illinois nonprofit corporation, having its principal office and place of business located at 3860 W. Ogden Avenue, Chicago, Illinois 60623 ("Assignor"), to **IMPACT VI CDE 5 LLC**, a Delaware limited liability company, having its principal office at 2011 Crystal Drive, Suite 800, Arlington, Virginia 22202 ("Assignee").

### RECITALS:

- A. The Property.** Assignor is the fee owner of that certain improved or to be improved real property commonly known as 3748 West Ogden Avenue, Chicago, Illinois 60623 (the "Property"), which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein ("Exhibit A").
- B. The Loan.** Assignee has agreed to make to Assignor a loan (the "Loan") in the aggregate principal amount of Eleven Million Twenty Thousand and No/100 Dollars (\$11,020,000.00), evidenced by (1) a certain Promissory Note A of even date herewith ("Note A"), made by Assignor and payable to the order of Assignee in the principal amount of Seven Million Seven Hundred Ninety-Nine Thousand Eight Hundred Twenty-Nine and No/100 Dollars (\$7,799,829.00), and a certain Promissory Note B of even date herewith ("Note B"), and collectively with Note A, the "Notes"), made by Assignor and payable to the order of Assignee in the principal amount of Three Million Two Hundred Twenty Thousand One Hundred Seventy-One and No/100 Dollars (\$3,220,171.00).
- C. Loan Documents.** The obligations of Assignor under the Notes, the Mortgage (as defined below), the other Loan Documents (as defined in the Loan Agreement) and this Assignment (collectively, the "Obligations") are governed by a Loan Agreement of even date herewith between Assignor and Assignee (the "Loan Agreement") and are secured by, among other things, a certain Mortgage, Security Agreement and Fixture Filing of even date herewith encumbering Assignor's interest in the Property, made by Assignor in favor of Assignee, to be recorded contemporaneously herewith in the office of the Cook County Recorder of Deeds (the "Mortgage").
- D. Leases and Rents.** Assignor desires to transfer and assign to Assignee, as additional security for the payment and performance of the Obligations, (1) all of the Assignor's right, title and interest in (a) any and all occupancy agreements, use agreements, leases, subleases, lettings and licenses of or affecting the Property that previously have been or hereafter may be entered into by Assignor (collectively, with any and all amendments, extensions, modifications, replacements and renewals thereof, the "Leases"), and (b) all rents, rent equivalents, income, issues, profits, deposits, revenues and receipts due or to become due thereunder, all rents, income, issues and profits (including, without limitation, any oil, gas and other mineral royalties and bonuses) from the use, enjoyment and occupancy of the Property, and all charges for services rendered and other obligations and consideration of whatever form or nature received by Assignor, its agents or employees from any and all sources now existing or

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hereafter arising or created out of or relating to the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of the Property or any portion thereof (collectively, "Rents"), and (2) the right to enforce, whether at law or in equity or by any other means, all provisions thereof, including, without limitation, any guarantees of the obligations owed Assignor thereunder.

## GRANTING CLAUSE

**NOW, THEREFORE**, for the consideration of Ten Dollars (\$10.00) and other good and valuable consideration, with intent to be legally bound hereby, and as an inducement for Assignee to make the Loan, Assignor hereby transfers, sets over and assigns to Assignee as additional security and collateral for the payment and performance of the Obligations, all right, title and interest of Assignor in, to and under the Leases and the Rents. This Assignment is intended to be and is an absolute present assignment from Assignor to Assignee and not the mere passage of a security interest; *provided, however*, that Assignor shall have a license to receive, collect and enjoy, except as hereinafter provided, the Rents accruing by virtue of the Leases as they respectively become due (the "License"), and to enforce the agreements of the Leases, so long as there is no event of default (an "Event of Default") under any of the terms, covenants or provisions of the Obligations or any Loan Document. Upon such Event of Default, such License shall cease automatically, without need of notice, possession, foreclosure or any other act or procedure, and all Rents assigned hereby shall thereafter be payable directly to Assignee. All Rents collected by Assignor after and during the continuance of an Event of Default shall be held in trust for the benefit of Assignee. The License shall be reinstated automatically by acceptance by Assignee of any cure of an Event of Default by Assignor, unless Assignee shall notify Assignor that acceptance of such cure shall not reinstate such License.

The Notes and the PNBI Notes (as defined in the Mortgage) are and shall be *pari passu* in right of payment of principal, interest, escrow items, late charges and all other sums payable in connection therewith and shall be secured by the Leases and Rents without preference or priority.

## AGREEMENTS

Assignor further covenants and agrees as follows:

1. **Default Remedies of Assignee.** If an Event of Default occurs under any of the Obligations, then so long as such an Event of Default shall be continuing beyond any applicable notice and cure period, the License of Assignor to collect the Rents shall cease and terminate and each and all of the following shall apply:

(a) Assignee shall thereupon be authorized, at its option and to the extent permitted by applicable law, without waiving such default, without notice and without regard to the adequacy of the security for the Obligations, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, to enter and take possession of all or part of the Property, and to perform all acts necessary for the operation and

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maintenance of the Property in the same manner and to the same extent that Assignor might reasonably so act.

(b) Assignee shall be authorized, but under no obligation, with or without taking possession of the Property in its own name, to collect the Rents arising from the Leases, and to enforce performance of any other terms of the Leases including but not limited to Assignor's rights to fix or modify rents, sue for possession of the Property, relet all or part of the Property, and collect all Rents under such new leases with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee. Assignor promptly shall pay to Assignee (i) all rent prepayments and security or other deposits paid to Assignor pursuant to any Lease assigned hereunder, and (ii) all charges for services or facilities or for escalation which have theretofore been received pursuant to any such Lease to the extent allocable to any period from and after such default.

(c) Assignee may apply the Rents to the payment of the following in such order and proportion as Assignee in its sole discretion may determine: (i) all reasonable expenses of managing and securing the Property, including, without limitation: (A) reasonable salaries, fees and wages of a managing agent and such other employees or agents as Assignee may deem necessary or desirable and (B) expenses actually incurred of operating and maintaining the Property, including taxes, charges, claims, assessments, water charges, sewer rents and any other liens, (C) premiums for insurance which Assignee deems necessary or desirable, (D) reasonable costs of alterations, renovations, repairs or replacements, and (E) reasonable expenses incident to taking and retaining possession of the Property; and (ii) the Obligations, together with all costs and attorneys' fees.

(d) For purposes of this Section 1, Assignor hereby grants to Assignee its irrevocable power of attorney, coupled with an interest, to take any and all of the aforementioned actions and any and all other actions designated by Assignee for the proper management and preservation of the Property. The exercise by Assignee of the option granted in this Section 1 and the collection of the Rents and the application thereof as herein provided shall not be considered a waiver of any default by Assignor under the Leases or any Loan Document.

(e) In addition to the remedies provided for above, Assignee may exercise any remedies provided for in the Loan Agreement.

**2. Termination of Assignment.** When Assignor pays Assignee the full amount of the indebtedness evidenced by the Notes and performs all of the Obligations, this Assignment shall terminate and become void.

**3. Notice to Lessee of Assignor's Default.** Assignor hereby authorizes and directs each lessee under any Lease (each "Lessee"), upon receipt of notice from Assignee of Assignor's default under any Loan Document, to pay all Rents under the Leases to Assignee. Each Lessee shall have the right to rely upon any such notices of Assignee that such Lessee shall pay all Rents to Assignee, without any obligation to inquire as to the actual existence of the default, notwithstanding any claim of Assignor to the contrary. Assignor shall have no claim against any Lessee for any Rents paid by such Lessee to Assignee. Upon the curing of all defaults caused by Assignor under the Obligations and the Loan Documents, Assignee shall give each Lessee

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written notice of such cure and, thereafter, until further notice from Assignee, each Lessee shall pay the Rents to Assignor as the licensee under the License.

4. **Assignment of Defaulting Assignor's Interest in Lease.** If Assignor has defaulted under the Obligations or any Loan Document, and any applicable notice and/or cure period shall have expired, Assignee shall then have the right to assign Assignor's right, title and interest in and to the Leases to any person or entity acquiring title to the Property through foreclosure or otherwise.

5. **Indemnification of Assignee.** Assignor hereby agrees to indemnify and hold Assignee harmless from any and all liability, loss or damage that Assignee may incur under the Leases or by reason of this Assignment, except for liability, loss or damage that arises solely from Assignee's willful misconduct, gross negligence or breach of this Assignment. Such indemnification shall also cover any and all claims that may be asserted against Assignee under the Leases or this Assignment. Nothing in this Section 5 shall be construed to bind Assignee to the performance of any Lease provisions, or to otherwise impose any liability upon Assignee including, without limitation, any liability under covenants of quiet enjoyment in the Leases in the event that any Lessee shall have been joined as party defendant in any action to foreclose the Mortgage and shall have been barred thereby of all right, title, interest, and equity of redemption in the Property or any part thereof, nor shall anything herein operate to place any obligation or liability for the control, care, management or repair of the Property upon Assignee or to make Assignee responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property, including, without limitation, the presence of any hazardous waste or substance, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss, injury or death to any tenant, licensee, employee or stranger. This Assignment imposes no liability upon Assignee for the operation and maintenance of the Property or for carrying out the terms of any Lease before Assignee has entered and taken possession of the Property. Except to the extent caused by Assignee's gross negligence or willful misconduct, any loss or liability incurred by Assignee, by reason of actual entry and taking possession under any Lease or this Assignment or in the defense of any claims shall, at Assignee's request, be immediately reimbursed by Assignor. Such reimbursement shall include interest at the Default Rate (as defined in the Loan Agreement), reasonable costs, expenses and reasonable attorneys' fees. Assignee may, upon entry and taking of possession, collect the Rents and apply them to reimbursement for any such loss or liability. The provisions of this Section 5 shall survive satisfaction of the Obligations and any termination, satisfaction or foreclosure of this Assignment.

6. **Quality of Assignor's Title to Leases.** Assignor represents that it has the sole absolute right and title to assign the Leases, and the Rents due or to become due thereunder. Assignor further represents that there are no outstanding assignments or pledges of Assignor's interests in the Leases or of the Rents due or to become due thereunder except in connection with the pari passu PNBI Loan (as defined in the Mortgage). Assignor shall not, without the prior written consent and approval of Assignee in each instance, (a) execute an assignment of the Rents from the Property or any part thereof; (b) enter into any Leases; (c) amend, or modify in any material respect, terminate or consent to the cancellation or surrender of any Lease (it being understood and agreed that the expiration or termination of any Lease pursuant to its terms shall not constitute a breach of this negative covenant), now existing or hereafter to be made; or (d)

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accept prepayments more than one (1) month in advance of any installments of rents to become due under such Leases, except prepayments in the nature of security for the performance of the Lessees thereunder.

7. **Delivery of Necessary Instruments to Assignee.** Assignor shall execute and deliver to Assignee, and hereby irrevocably appoints Assignee, its successors and assigns, as its attorney-in-fact, to execute and deliver during the term of this Assignment all further instruments as Assignee may deem necessary to make this Assignment and any further assignment effective. Assignor shall, upon demand, pay to Assignee, or reimburse Assignee for the payment of, any and all costs and expenses (including reasonable attorneys' fees) incurred in connection with the preparation and recording of such instruments.
8. **Continued Performance Under Leases.** Assignor shall not execute any other assignment or pledge of the Leases, of any interest therein, or of any Rents payable thereunder, without the prior written consent of Assignee. Assignor shall perform all of its covenants as lessor under the Leases, and shall not permit any release of liability of any Lessee or any withholding of rent payments by any Lessee. Assignor shall promptly deliver to Assignee copies of any and all notices of default Assignor has sent to any Lessee and copies of any and all notices and other communications received from any Lessee under any Lease. Assignor shall, upon Assignee's request and at Assignor's expense, enforce the Leases and all remedies available to Assignor thereunder upon any Lessee's default. Assignor shall deliver to Assignee copies of all papers served in connection with any such enforcement proceeding and shall consult with Assignee, its agents and attorneys with respect to the conduct thereof.
9. **Changes in Obligations.** Notwithstanding any variation of the terms of the Obligations and/or the Mortgage and/or any other Loan Document, including any increase or decrease in the principal amount thereof or in the rate of interest payable thereunder or any extension of time for payment thereunder or the release of any part of the Property subject to the Mortgage, the Leases and the benefits hereby assigned shall continue as additional security in accordance with the terms of this Assignment.
10. **Additions and Replacements.** Assignee may take security in addition to the security already given Assignee for the payments of the principal, premium and interest required to be paid in or by the Obligations or release such other security, and may release any party primarily or secondarily liable on the Obligations, may grant or make extensions, renewals, modifications or indulgences with respect to the Obligations or the Mortgage and replacements thereof, which replacements of the Obligations or the Mortgage may be on the same terms as, or on terms different from, the present terms of the Obligations or the Mortgage, and may apply any other security thereof held by it to the satisfaction of the Obligations, without prejudice to any of its rights hereunder.
11. **Exercise of Assignee's Rights.** Assignee's failure to avail itself of any of its rights under this Assignment for any period of time, or at any time or times, shall not constitute a waiver thereof. Assignee's rights and remedies hereunder are cumulative, and not in lieu of, but in addition to, any other rights and remedies Assignee has under the Obligations, the Notes, the Mortgage and the Loan Agreement. Assignee's rights and remedies hereunder may be exercised as often as Assignee deems expedient.

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12. **Cumulative Rights and Remedies.** The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to, any other rights or remedies which Assignee shall have under the Notes, the Mortgage, the Loan Agreement or any other instrument constituting security for the Obligations, or at law or in equity.
13. **Severability.** If any term of this Assignment, or the application hereof to any person or entity or set of circumstances, shall to any extent be invalid or unenforceable, the remainder of this Assignment, or the application of such provision or part thereof to persons or entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent consistent with applicable law.
14. **Captions.** The captions or headings at the beginning of each paragraph hereof are for the convenience of the parties only and are not part of this Assignment.
15. **Notices.** Any notice, demand, consent, approval, direction, agreement or other communication required or permitted hereunder shall be in writing and shall be delivered in accordance with the notice provisions of the Mortgage.
16. **No Oral Change.** This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Assignor or Assignee, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.
17. **Certain Definitions.** Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, (a) words used in this Assignment may be used interchangeably in singular or plural form, (b) the word "Assignor" shall mean "each Assignor and any subsequent owner or owners of the Property or any part thereof or interest therein," (c) the word "Assignee" shall mean "Assignee and any subsequent holder of the Notes," (d) the word "Notes" shall mean "the Notes and any other evidence of indebtedness secured by the Mortgage," (e) the word "person" shall include an individual, corporation, partnership, trust, limited liability company, unincorporated association, government, governmental authority and any other entity, and (f) the word "Property" shall include any portion of the Property and any interest therein.
18. **No Mortgagee in Possession.** Nothing herein contained shall be construed as constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Assignee. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.
19. **Binding Effect.** This Assignment, together with the covenants and warranties contained herein, shall inure to the benefit of Assignee and any subsequent holder of the Mortgage, and shall be binding upon Assignor, and its heirs, executors, administrators, successors and assigns, and any subsequent owner of the Property.



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20. Applicable Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Illinois.

*[SIGNATURE PAGE FOLLOWS]*

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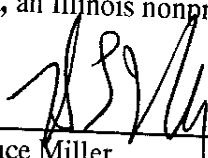
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**IN WITNESS WHEREOF**, Assignor has duly executed this Assignment of Leases and Rents as of the date first above written.

**ASSIGNOR:**

**LAWDALE CHRISTIAN HEALTH  
CENTER**, an Illinois nonprofit corporation

By: \_\_\_\_\_

  
Bruce Miller  
Chief Executive Officer

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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

LOT 69 (EXCEPT THAT PART OF SAID LOT CONVEYED FOR ELEVATED RAILWAY BY DOCUMENT NUMBER 3129986) IN LANSINGH'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE WEST 146.17 FEET OF LOTS 14 AND 17 AND ALL OF LOTS 5, 6, 15 AND 16 IN J.H. KEDZIE'S SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOTS 70, 71, 72, 73 AND 74 (EXCEPT THAT PART OF SAID LOTS CONVEYED FOR ELEVATED RAILWAY BY DOCUMENT NUMBER 3129986) IN LANSINGH'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE WEST 146.17 FEET OF LOTS 14 AND 17 AND ALL OF LOTS 5, 6, 15 AND 16 IN J.H. KEDZIE'S SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

LOT 75 IN LANSINGH'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM SAID LOT 75 THAT PORTION THEREOF CONVEYED TO METROPOLITAN WEST SIDE ELEVATED RAILWAY COMPANY, WHICH SAID PORTION IS LEGALLY DESCRIBED AS FOLLOWS:

ALL THAT PART OF LOT 75 AFORESAID, BEING AS FOLLOWS:

BEGINNING AT THE NORTH WEST CORNER OF LOT 75 AND RUNNING THENCE SOUTH ALONG THE WEST LINE OF SAID LOT TO A POINT IN SAID LINE, A DISTANCE OF 46.92 FEET FROM SAID NORTHWEST CORNER; THENCE EAST TO A POINT IN THE EAST LINE OF SAID LOT, A DISTANCE OF 56.74 FEET FROM THE NORTH EAST CORNER OF SAID LOT; THENCE NORTH ALONG SAID EAST LINE OF SAID LOT 75 TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT TO THE PLACE OF BEGINNING) IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

LOT 76 IN LANSINGH'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT FROM SAID LOT 76 THAT PORTION THEREOF CONVEYED TO

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METROPOLITAN WEST SIDE ELEVATED RAILWAY COMPANY, WHICH SAID PORTION IS LEGALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 76 AND RUNNING THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 76 TO A POINT IN SAID LINE, A DISTANCE OF 56.74 FEET FROM SAID NORTHWEST CORNER OF SAID LOT; THENCE EAST TO A POINT IN THE EAST LINE OF SAID LOT A DISTANCE OF 66.66 FEET FROM THE NORTHEAST CORNER OF SAID LOT; THENCE NORTH ALONG SAID EAST LINE OF SAID LOT TO THE NORTH EAST CORNER THEREOF; THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOT TO THE PLACE OF BEGINNING) IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF LOTS 72 TO 76 IN LANSINGHS ADDITION TO CHICAGO BEING A SUBDIVISION OF THE WEST 146.17 FEET OF LOTS 14 AND 17 AND ALL OF LOTS 5, 6, 15 AND 16 IN J.H. KEDZIE'S SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 23, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE ENDORSEMENT LINE OF LOT 76, 58.0 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT, THENCE WEST 89.0 FEET TO A POINT; THENCE SOUTH PARALLEL TO SAID ENDORSEMENT LINE 0.5 FEET; THENCE ENDORSEMENT AT RIGHT ANGLES TO A POINT ON THE WEST LINE OF LOT 74; THENCE SOUTH 7.7 FEET ALONG THE WEST LINE OF LOT 74; THENCE ENDORSEMENT TO A POINT ON THE ENDORSEMENT LINE OF SAID LOT 76; THENCE NORTH 8.2 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOTS 78 AND 79 IN DOWNING'S SUBDIVISION OF LOTS 7 TO 14 INCLUSIVE IN J. H. KEDZIE'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOTS 70 THROUGH 77, BOTH INCLUSIVE IN DOWNING'S SUBDIVISION OF LOTS 7 TO 14, BOTH INCLUSIVE, IN J.H. KEDZIE'S SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT STREETS HERETOFORE DEDICATED) IN COOK COUNTY, ILLINOIS.

PIN numbers: 16-23-322-025, 026, 027, 028, 029, 030, 031 and 032.  
16-23-321-035, 036, 037, 040, 041, 042 and 043. 16-23-500-035.