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Cook County Recorder of Deeds
Date: 09/08/2011 02:14 PM Pg: 1 of 12

ASSIGNMENT OF LEASES AND RENTS

UGP-THEATER DISTRICT PARKING, LLC
(Assignor)

TO

**JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.),
MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, AND
ALLSTATE LIFE INSURANCE COMPANY**
(Assignee)

Dated: As of September 1, 2011

Location of Property:
181 North Dearborn Street
Chicago, Illinois 60601

PREPARED BY AND AFTER
RECORDING, RETURN TO:

Quarles & Brady LLP
300 North LaSalle Street
Suite 4000
Chicago, Illinois 60654
Attention: Peter A. Sarasek, Esq.

458367-3 4084 RE/7R

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John Hancock Loan No. 526576:11
 MassMutual Loan No. 11203
 Allstate Loan No. 123300-123310

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") made as of the 1st day of September, 2011, by **UGP-THEATER DISTRICT PARKING, LLC**, a Delaware limited liability company, having an address c/o Interpark Holdings LLC, 200 North LaSalle Street, Suite 1400, Chicago, Illinois 60601 ("Assignor") to **JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)**, a Michigan corporation, having an address at 197 Clarendon Street, C-3, Boston, Massachusetts 02116 ("John Hancock"), **MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY**, a Massachusetts corporation, having an address c/o Cornerstone Real Estate Advisers LLC, One Financial Plaza, Suite 1700, Hartford, Connecticut 06103 ("MassMutual"), and **ALLSTATE LIFE INSURANCE COMPANY**, an Illinois corporation, having an address c/o Allstate Investments, LLC, Allstate Plaza South, Suite G5C, 3075 Sanders Road, Northbrook, Illinois 60062 ("Allstate"), (John Hancock, MassMutual, and Allstate are individually and collectively referred to herein as "Assignee").

RECITALS:

A. Assignor is the owner in fee simple of certain real property commonly known as 181 N. Dearborn Street, located in Chicago, Illinois and legally described on Exhibit A attached hereto and made a part hereof.

B. Assignor is jointly and severally liable with certain other affiliated parties as the makers of the Notes (as defined in the Loan Agreement described below) in the aggregate maximum principal amount of Four Hundred Eighty Million and No/100 Dollars (\$480,000,000.00) and made payable to the order of the Lenders identified therein (the "Notes").

C. As security for the Notes, Assignor has executed and delivered to Assignee a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated the date hereof and recorded immediately prior hereto in the Office of the Recorder of Deeds of Cook County, Illinois (the "Mortgage").

D. Assignee has required Assignor to execute and deliver this instrument to Assignee as further security for the Notes, and Assignor is willing to do so on the terms and conditions hereinafter set forth.

NOW THEREFORE, for good and valuable consideration, receipt whereof is hereby acknowledged, Assignor hereby covenants and agrees with Assignee as follows:

Assignor hereby grants, transfers and absolutely and unconditionally assigns (to the extent assignable) to Assignee its entire interest in and to all current and future leases and subleases (to the extent Assignor, or Interpark Incorporated as agent for Assignor, is a party) (including, without limitation, all parking license agreements, ground leases, parking agreements, license agreements, antennae leases, billboard agreements, and valet agreements, as well as all guaranties thereof or letters of credit given to secure lessee's obligations) and other agreements to which it is a party or by which it is bound affecting the use, enjoyment or occupancy of all or any part of that certain lot or piece of land, more particularly described in Exhibit A hereto, or the buildings, structures, fixtures, additions, enlargements, extensions,

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modifications, repairs, replacements and improvements now or hereafter located thereon (hereinafter collectively referred to as the "Mortgaged Property") (including any use or occupancy arrangements created pursuant to Section 365(h) of Title 11 of the United States Code (the "Bankruptcy Code") or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Mortgaged Property), together with any extension or renewal of the same;

The leases and other agreements described above together with all other present and future leases and present and future agreements and any extension or renewal of the same are hereinafter collectively referred to as the "Leases";

TOGETHER WITH all income, rents, issues, revenues, security deposits, proceeds of letters of credit given to secure lessees' obligations and profits arising from the Leases and renewals thereof, all guaranties and other security and credit enhancement instruments relating thereto (including but not limited to letters of credit) and together with all income, rents, issues and profits, revenues and proceeds (including, but not limited to, all oil and gas or other mineral royalties and bonuses) from the use, enjoyment and occupancy of the Mortgaged Property (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any tenant or occupant of any portion of the Mortgaged Property and all claims as a creditor in connection with any of the foregoing) (hereinafter collectively referred to as the "Rents") and all proceeds from the sale, cancellation, surrender or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Loan (as hereinafter defined);

THIS ASSIGNMENT is made in consideration of that certain loan (the "Loan") made by Assignee to Assignor evidenced by the Notes described above and secured by the Mortgage, among other things.

This Assignment, the Notes, the Loan Agreement, the Mortgage and other documents now or hereafter executed by Assignor and/or others and by or in favor of Assignee which evidence, secure, guarantee or are executed in connection with the Loan are collectively hereinafter referred to as the "Loan Documents". The term "Loan Agreement" means the Loan Agreement dated as of June 30, 2011, and as amended by instrument of even date herewith, by and between Assignee, Assignor and the other parties named therein.

ASSIGNOR WARRANTS that, as of the date hereof, (i) Assignor is the sole owner of the entire lessor's interest in the Leases; (other than Interpark Incorporated, as agent for Assignor) (ii) that the rent roll or occupancy schedule attached as an exhibit to the application, in connection with the Loan, given by Assignor to Assignee (the "Rent Roll") is a true, accurate and complete list of all (a) retail Leases, and (b) other occupancy agreements with an original term of more than one (1) year and annual rent in excess of \$200,000; (iii) the Leases are valid and enforceable and have not been altered, modified or amended in any manner whatsoever except as herein set forth; (iv) none of the Rents have been assigned or otherwise pledged or hypothecated except hereunder; (v) none of the Rents have been collected for more than one (1) month in

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advance (except that Assignor may accept prepayments of up to six months' rent in the ordinary course of business); (vi) Assignor has full power and authority to execute and deliver this Assignment and the execution and delivery of this Assignment has been duly authorized and does not conflict with or constitute a default under any law, judicial order or other agreement affecting Assignor or the Mortgaged Property; (vii) except as otherwise disclosed in writing to Assignee, the premises demised under the Leases have been completed and the tenants under the Leases have accepted the same and have taken possession of the same on a rent-paying basis; and (viii) to Assignor's knowledge, there exist no offsets or defenses to the payment of any portion of the Rents.

ASSIGNOR COVENANTS with Assignee that Assignor shall not, without the prior written consent of Assignee, which consent shall not be unreasonably withheld, delayed or conditioned, (a) lease all or any part of the Mortgaged Property, (b) alter or change the terms of any Lease or cancel or terminate, abridge or otherwise modify the terms of any Lease, (c) consent to any assignment of or subletting under any Lease not in accordance with its terms, (d) cancel, terminate, abridge or otherwise modify any guaranty of any Lease or the terms thereof, (e) collect or accept prepayments of installments of Rents for a period of more than one (1) month in advance (except for certain prepayments of up to six (6) months' rent in the ordinary course of business) or (f) further assign the whole or any part of the Leases or the Rents; provided, however, that such action as described in the above clauses (a)-(d) above may be taken without Assignee's consent for any Lease (1) which generates annual gross income not exceeding the lesser of (y) ten percent (10%) of the gross income derived from the Mortgaged Property, or (z) \$400,000.00, (2) has an annual rent not less than the then-prevailing market rent, and (3) has an original or remaining term (without giving effect to any unexercised option(s) to extend) not exceeding ten (10) years (a lease satisfying those criteria shall be referred to as a "Small Lease") so long as the taking of such action is in the ordinary course of Assignor's business and that such action is still subject to Paragraph 1 pertaining to Termination Amounts (as defined below).

ASSIGNOR FURTHER COVENANTS with Assignee that, with respect to each Lease, Assignor shall (a) observe and perform each and every material provision thereof on the lessor's part to be fulfilled or performed under each Lease and not do or permit to be done anything to impair the value of the Lease as security for the Loan, (b) promptly send to Assignee copies of all written notices of default which Assignor shall send or receive thereunder, (c) enforce all of the material terms, covenants and conditions contained in such Lease upon the lessee's part to be performed, short of termination thereof, (d) execute and deliver, at the request of Assignee, all such further assurances, confirmations and assignments in connection with the Mortgaged Property as Assignee shall, from time to time, reasonably require, and (e) upon request, furnish Assignee with executed copies of all Leases; provided, however, the notice to Assignee referenced in clause (b) above shall not be required for any Small Lease.

THIS ASSIGNMENT is made on the following terms, covenants and conditions:

1. Present Assignment. Assignor does hereby absolutely and unconditionally assign to Assignee Assignor's right, title and interest in all current and future Leases and Rents, it being intended by Assignor that this assignment constitutes a present, absolute and unconditional assignment and not an assignment for additional security only. Such assignment to Assignee shall not be construed to bind Assignee to the performance of any of the covenants, conditions or

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provisions contained in any such Lease or otherwise to impose any obligation upon Assignee. Assignor agrees to execute and deliver to Assignee such additional instruments, in form and substance reasonably satisfactory to Assignee, as may hereinafter be reasonably requested by Assignee to further evidence and confirm said assignment. Nevertheless, subject to the terms of this Paragraph 1, Assignee grants to Assignor a revocable license to operate and manage the Mortgaged Property and to collect the Rents. Assignor shall hold a portion of the Rents sufficient to discharge all current sums due under the Notes for use in the payment of such sums. During the continuance of an Event of Default (as defined in the Mortgage), the license granted to Assignor herein shall be automatically revoked by Assignee and Assignee shall immediately be entitled to receive and apply all Rents, whether or not Assignee enters upon and takes control of the Mortgaged Property. Assignee is hereby granted and assigned by Assignor the right, at its option, upon the revocation of the license granted herein to enter upon the Mortgaged Property in person, by agent or by court-appointed receiver to collect the Rents. Any Rents collected after the revocation of the license herein granted may be applied toward payment of the Loan in such priority and proportion as Assignee, in its discretion, shall deem proper. Notwithstanding the license granted to Assignor in this Paragraph 1, if any Lease that is not a Small Lease is terminated (including without limitation a voluntary termination of the Lease approved by Assignee and a termination or rejection of a Lease in a bankruptcy or other similar proceeding) and in connection with such termination or rejection there is the payment of (i) a lump sum settlement, (ii) a termination fee, premium or penalty, or (iii) any other amount or amounts paid in conjunction with such termination, including retention by the Assignor of any security deposit or the proceeds of any letter of credit given as a security deposit (collectively and singly, the "Termination Amount") then in such event, whether or not Assignor is in default under the Notes, the Mortgage, any other Loan Document or any Lease, the Termination Amount shall be payable directly to Assignee and, at Assignee's option, may be (x) applied to outstanding amounts due under the Loan (if any Event of Default then exists and is then continuing under any of the Loan Documents), or (y) held by Assignee as additional collateral securing the Notes until a new Lease or other collateral acceptable to Assignee in its reasonable discretion is substituted for the terminated Lease. Nothing herein shall be deemed approval by Assignee of the termination of any Lease or the payment of any Termination Amount.

2. Remedies of Assignee. During the continuance of an Event of Default, Assignee may, at its option, without waiving such Event of Default, without notice and without regard to the adequacy of the security for the Loan, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, enforce its interest in the Leases and Rents and take possession of the Mortgaged Property and have, hold, manage, lease and operate the Mortgaged Property on such terms and for such period of time as Assignee may deem proper and either with or without taking possession of the Mortgaged Property in its own name, demand, sue for or otherwise collect and receive all Rents, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee and may apply the Rents to the payment of the following in such order and proportion as Assignee in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all expenses of managing and securing the Mortgaged Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Assignee may deem necessary or desirable and all expenses of operating and maintaining the Mortgaged Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges,

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sewer rents and any other liens, and premiums for all insurance which Assignee may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Mortgaged Property; and (b) the Loan, together with all costs and attorneys' fees. In addition to the rights which Assignee may have herein, upon the occurrence of an Event of Default, if Assignor is then using or occupying any part of the Mortgaged Property for its own business purposes, Assignee, at its option, may either require Assignor to pay monthly in advance to Assignee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Property as may be so used or occupied by Assignor, or may require Assignor to vacate and surrender possession of such portion of the Mortgaged Property to Assignee or to such receiver and, in default thereof, Assignor may be evicted by summary proceedings or otherwise. For purposes of Paragraphs 1 and 2, Assignor grants to Assignee its irrevocable power of attorney, coupled with an interest, to take any and all of the aforementioned actions and any or all other actions designated by Assignee for the proper management and preservation of the Mortgaged Property. The exercise by Assignee of the option granted it in this Paragraph 2 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 Notes, the Mortgage, the Leases, this Assignment or the Loan Documents.

3. No Liability of Assignee. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Mortgaged Property after an Event of Default or from any other act or omission of Assignee in managing the Mortgaged Property after default unless such loss is caused by the gross negligence, willful misconduct or bad faith of Assignee. Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or under or by reason of this Assignment and Assignor shall, and hereby agrees to, indemnify Assignee for and hold Assignee harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Assignee by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases unless caused by Assignee's gross negligence, willful misconduct or bad faith. Should Assignee incur any such liability, the amount to be indemnified hereunder, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and by the Mortgage and the Loan Documents and Assignor shall reimburse Assignee therefor immediately upon demand and upon the failure of Assignor so to do Assignee may, at its option, declare all sums secured hereby, the Notes, and the Mortgage and the Loan Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Mortgaged Property upon Assignee, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Assignee responsible or liable for any waste committed on the Mortgaged Property by the tenants or any other parties, or for any dangerous or defective condition of the Mortgaged Property, including, without limitation, the presence of any Hazardous Materials (as defined in the Mortgage), or for any negligence in the management, upkeep, repair or control of the Mortgaged Property resulting in loss or injury or death to any tenant, licensee, employee or stranger unless caused by Assignee's gross negligence, willful misconduct or bad faith.

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4. Notice to Lessees. Assignor hereby authorizes and directs the lessees named in the Leases or any other or future lessees or occupants of the Mortgaged Property upon receipt from Assignee of written notice to the effect that Assignee is then the holder of the Mortgage and that an Event of Default exists thereunder or under this Assignment, the Notes or the other Loan Documents to pay over to Assignee all Rents and to continue so to do until otherwise notified by Assignee.

5. Other Security. Assignee may take or release other security for the payment of the Loan, release any party primarily or secondarily liable therefor and apply any other security held by it to the reduction or satisfaction of the Loan without prejudice to any of its rights under this Assignment.

6. Other Remedies. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the power and rights granted to Assignee hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Notes, the Mortgage or the Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The right of Assignee to collect the Loan and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

7. 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 Mortgaged 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.

8. Conflict of Terms. In case of any conflict between the terms of this Assignment and the terms of the Mortgage, the terms of the Mortgage shall prevail.

9. 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, in the case of a waiver, by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought, or, in all other cases, by Assignor and Assignee.

10. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in singular or plural form and the word "Assignor" shall mean "each Assignor and any subsequent owner or owners of the Mortgaged Property or any part thereof or any interest therein," the word "Assignee" shall mean "Assignee and any subsequent holder of the Notes," the word "Notes" shall mean "the Notes and any other evidence of indebtedness secured by the Mortgage," the word "person" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, and any other entity, the words "Mortgaged Property" shall include any portion of the Mortgaged Property and any interest therein, and the word "Loan" shall mean the principal balance of the Notes with interest thereon as provided in the Notes and the Mortgage and all other sums due pursuant to the Notes, the

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Mortgage, this Assignment and the other Loan Documents; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

11. Non-Waiver. The failure of Assignee to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Assignor shall not be relieved of Assignor's obligations hereunder by reason of (i) failure of Assignee to comply with any request of Assignor or any other party to take any action to enforce any of the provisions hereof or of the Mortgage, the Notes or the other Loan Documents, (ii) the release, regardless of consideration, of the whole or any part of the Mortgaged Property, or (iii) any agreement or stipulation by Assignee extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Notes, the Mortgage or the Other Security Documents. Assignee may resort for the payment of the Loan to any other security held by Assignee in such order and manner as Assignee, in its discretion, may elect. Assignee may take any action to recover the Loan, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Assignee thereafter to enforce its rights under this Assignment. The rights of Assignee under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Assignee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

12. Inapplicable Provisions. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

13. Duplicate Originals. This Assignment may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original.

14. Governing Law. This instrument shall be governed and construed and enforced in accordance with, and the rights and remedies of the parties hereto shall be governed by, the laws of the State of Illinois (except 735 ILCS 105/5 et seq.) without regard to conflicts of law principles, except to the extent that Federal laws may prevail, provided, however, that matters respecting the creation, perfection, priority and foreclosure of the lien on the Mortgaged Property granted pursuant to or in connection with the Loan Documents shall be governed by, and construed and enforced in accordance with, the internal law of the state or commonwealth in which the Mortgaged Property is situated without giving effect to the conflicts of law principles of such state or commonwealth.

15. Termination of Assignment. Upon payment in full of the Loan, this Assignment shall become and be void and of no effect.

16. Limitation on Liability. The provisions of Section 18.2 of the Loan Agreement are incorporated herein by this reference to the fullest extent as if the text of such paragraph were set forth in its entirety herein.

17. Limitation of Liability of Trustees. In accordance with the Declaration of Trust of Urban Growth Property Trust ("UGPT"), the sole general partner of Urban Growth Property Limited Partnership, notice is hereby given that all persons dealing with UGPT shall

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look to the assets of UGPT for the enforcement of any claim against UGPT, as neither the trustees, officers, employees nor shareholders of UGPT assume any personal liability for obligations entered into by or on behalf of UGPT or its direct or indirect subsidiaries.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

THIS ASSIGNMENT, together with the covenants and warranties therein contained, shall inure to the benefit of Assignee and any subsequent holder of the Mortgage and shall be binding upon Assignor, its heirs, executors, administrators, successors and assigns and any subsequent owner of the Mortgaged Property.

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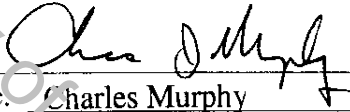
IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

ASSIGNOR:

UGP-THEATER DISTRICT PARKING, LLC,
a Delaware limited liability company

By: Urban Growth Property Limited Partnership,
a Delaware limited partnership, its sole member

By: Urban Growth Property Trust, a Maryland
real estate investment trust, its general partner

By: 
Name: Charles Murphy
Title: Vice President

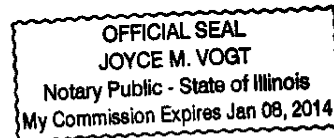
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STATE OF ILLINOIS)
) SS:
 COUNTY OF COOK)

On this 30th day of ~~September~~ ^{August}, 2011 before me personally came Charles J. Murphy to me known, did depose and state that he is the Vice President of Urban Growth Property Trust, the general partner of Urban Growth Property Limited Partnership, the sole member of UGP-THEATER DISTRICT PARKING, LLC, the limited liability company described in and which executed the above instrument; that he signed his name thereto by order of the sole member of said limited liability company.

Joyce M. Vogt
 Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

LOTS 3 AND 4 IN BLOCK 36 IN THE ORIGINAL TOWN OF CHICAGO, IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Property Address: Theater District
181 North Dearborn Street
Chicago, IL 60601

Tax Parcel No.: 17-09-438-004-0000
17-09-438-005-0000

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