

Doc#: 1200931113 Fee: \$56.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 01/09/2012 05:01 PM Pg: 1 of 11

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This instrument prepared by:

Drew Marlar, Esq.
Kutak Rock LLP
Peachtree Center South Towe:, Suite 2100
225 Peachtree Street, N.E.
Atlanta, GA 30303-1731

After recording, return to:

The Community Builders, Inc. 95 Berkeley Street Suite 500 Boston, MA 02116 Attention: NSP 2 Program Manager

ASSIGNMENT OF LEASES, RENTS, AND SECURITY DEPOSITS

This ASSIGNMENT OF LEASES, RENTS, AND SECURITY DEPOSITS ("Agreement") is made this 6th day of January 2012 by TCB ST. STEPHENS LIMITED PARTNERSHIP, an Illinois limited partnership ("Borrower"), to THE COMMUNITY BUILDERS, INC., a Massachusetts nonprofit corporation, doing business in Illinois as TCB Illinois NFP, Inc. ("Lender").

RECITALS:

- A. Lender is making a loan to Borrower (the "Loan") in the maximum principal amount of \$14,507,128. Borrower will use the Loan proceeds to acquire a multi-family rental housing project.
- B. As a condition to making the Loan and to secure the payment and performance of Borrower's obligations to Lender, Lender is requiring Borrower to assign the leases, rents, security deposits, and other rights and interests relating to the Premises.
- NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, Borrower agrees as follows:
- Petinitions. In addition to terms defined elsewhere in this Agreement, the 1. following capitalized terms shall have the following meanings: (a) "Default Rate" means the default rate of interest set forth in the Note; (b) "Event of Default" is defined in Section 6; (c) "Lease" means any lease existing now or in the future, for all or any part of the Premises plus any modification, extension, renewal, and guaranty of any such lease; (d) "Loan Agreement" means the Loan Agreement between Borrower and Lender for the Loan; (e) "Loan Documents" means the Note, Security Instrument, this Assignment, and any other instrument or agreement from Borrower to Lender executed now or in the future relating to the Loan or the Premises; (f) "Note" means, collectively, the promissory note from Borrower to Lender in the amount of \$13,007,128 and the promissory note from Borrower to Lender in the amount of \$1,500,000; (g) "Obligations" means (1) the payment of all sums Borrower owes or will owe Lender, now or in the future, including any renewals or extensions of the Loan, any other debt Borrower owes Lender, and any future advances Lender makes to Borrower and (2) the performance of each obligation, covenant, and agreement of Borrower in this Assignment or any other Loan Document; (h) "Premises" means the property described in the attached Exhibit A; (i) "Rent" means the rent and security deposit from any Tenant and any issues and profits from the Premises; (j) "Security Instrument" means the Mortgage, Security Agreement and Fixture Filing from Borrower to Lender, in which the Premises are conveyed to Lender; (k) "Tenant" means a tenant or subtenant under a Lease or the assignee of any Lease. When used in this Assignment, "including" means "including (but not limited to)" unless otherwise provided.
- 2. <u>Assignment</u>. To secure its payment and performance of the Obligations, Borrower hereby absolutely, irrevocably, immediately, and unconditionally grants, transfers, and assigns to Lender all of Borrower's rights, title, and interest in and to all Leases and all Rents, including Borrower's right to: (a) modify any Lease; (b) terminate any Lease or accept the surrender of any leased premises, except as permitted or required under the terms of the Lease; (c) waive or release a Tenant from any Lease obligation or condition; (d) permit or accept the prepayment of any Rent more than 30 days before its due date; (e) waive, release, discount, discharge, or compromise any Rent payment; and (f) consent to a Tenant's assignment of his Lease or a subletting of his leased premises. Borrower will not exercise any such right without Lender's prior consent; provided, however, so long as there is no Event of Default (as defined in Section 6), Borrower may exercise the rights in clauses (a), (b), (c), and (e) without Lender's prior consent. This Assignment is a present assignment that is irrevocable without Lender's prior written consent.

- 3. <u>Collection of Rents.</u> So long as there is no Event of Default, Borrower shall have a license to collect and use all Rents. If there is an Event of Default, Lender may terminate Borrower's license. If Lender does so, it may notify Tenants to pay all Rents directly to Lender, its agent, or representative.
- 4. Warranties and Covenants. Except with respect to the Permitted Encumbrances (as defined in the Security Instrument) Borrower warrants and covenants as follows: (a) There is no other assignment of any of its rights or interests under the Leases to any other person and Borrower will not assign any such rights without Lender's prior written consent. (b) Borrower has not done anything or omitted to do anything that might prevent Lender from, or limit Lender in, acting ander any of the provisions of this Assignment. (c) Borrower has not accepted any Rent for more than 30 days in advance of its due date. (d) Borrower is not prohibited under any agreement, judgment, or decree from executing and delivering this Assignment, performing every covenant of Porrower under it and the Leases, and the meeting of every condition in this Assignment and the Leases. (e) No person has brought or threatened any action that would in any way interfere with Borrower's right to execute and deliver this Assignment and perform all of Borrower's obligations in it and the Leases. (f) The Leases are in full force and effect and have not been modified or amended.
- 5. Additional Covenants. Borrower further agrees and covenants with Lender as follows: (a) Borrower will satisfy and perform every material condition and covenant of Borrower in the Leases and will enforce every material provision of each Tenant in each Lease; (b) Borrower will promptly notify Lender of any default or claimed default by Borrower under any Lease and, if the claim is in writing, furnish Lender with a complete copy; and (c) If sued in connection with a Lease, Borrower will defend the action.
- 6. Events of Default. "Events of Default" under this Assignment are: (a) Borrower's default under any other Loan Document unless cured within any applicable grace or cure period; or (b) Borrower's failure to perform or observe any covenant in this Assignment, which failure is not cured within 30 days after receipt of Lender's written notice, or such longer period (but in no event exceeding 90 days) if such cure is not capable of being completed within such 30-day period, provided Borrower promptly commences the procedures to effect the cure. Notwithstanding the foregoing, the Borrower's limited partner shall have the right to cure any default within the applicable cure period provided herein or to pay any amount or do any act or thing required of the Borrower by the terms of this Assignment or any of the other Loan Documents. All payments made and all acts performed by the Borrower's limited partner within such cure period to cure such default shall be accepted by the Lender as if made by the Borrower.
- 7. Remedies. (a) If there is an Event of Default, Lender may: (1) declare the Obligations immediately due and payable; (2) enter upon, manage, and operate the Premises and collect all Rents without becoming a mortgagee-in-possession, and, if Lender does so, Borrower shall immediately transfer to Lender upon demand any Rents Borrower is holding; (3) perform any obligation and exercise and enforce (in Borrower's name or Lender's name) any right of Borrower under any Lease as fully as Borrower itself could, and Lender may do so without regard to the adequacy of security for the Obligations, with or without bringing any legal action, or causing a receiver to be appointed; (4) modify any Lease and accept the surrender of leased

premises; (5) enter into new Leases that comply with the Land Use Restriction Agreement between Borrower and Lender, but otherwise with any provisions Lender deems desirable (including a term extending beyond the date of sale of the Premises); (6) do all other acts that Lender deems necessary or desirable to protect its security and interests.

- (b) Lender shall apply Rents it collects (except security deposits) first against expenses of collection (including reasonable attorneys' fees); second, to expenses of operating and managing the Premises and performing Borrower's obligations under the Leases; third, to late fees and interest on the Obligations; and, then, to principal in whatever order Lender determines in its absolute discretion and without regard to the adequacy of its security.
- (c) Lender's entry upon the Premises, its collection and application of Rents, or the exercise of any other remedy granted under this Assignment shall not operate to cure or waive any default of Borrower under this Assignment or any other Loan Document. Possession of the Premises by a court-appointed receiver shall not be considered possession by Lender. Borrower appoints Lender as its attorney-in-fact for the purpose of exercising any and all of the above remedies, which power and authority shall be deemed coupled with an interest, irrevocable without Lender's written consent, and not affected by Borrower's voluntary or involuntary dissolution. Borrower hereby ratifies and confirms any actions that Lender takes in accordance with the provisions of the Loan Documents with respect to the Premises or the Leases.
- (d) The remedies in this Assignment are cumulative. Lender's use of one remedy shall not preclude the subsequent or concurrent use of another remedy Lender may have. Lender's failure to exercise a remedy shall not constitute a waiver of it.
- 8. Performance by Lender. Lender is not obligated to control, care for, manage, or repair the Premises or perform any obligation of Borrower under the Leases. If Borrower does not perform or comply with any covenant or condition in a Lease, however, Lender may perform such covenant or condition without notice to or demand on Borrower and without releasing Borrower from its obligation to perform. Upon demand, Borrower shall reimburse Lender for any costs or payments Lender incurs or makes in performing Borrower's obligations under a Lease, which amount shall be an Obligation and shall bear interest at the Default Rate from the date incurred or paid until reimbursed in full.
- 9. <u>Reversionary Interest</u>. No action of Borrower or Lender shall cause or permit the estate (if any) of any Tenant to merge with Borrower's reversionary interest (if any).
- 10. <u>Indemnification</u>. Lender shall not be liable for any Loss incurred by Borrower resulting from an act or omission of Lender under this Assignment, including a failure to rent the Premises or Lender's negligence. Lender is not responsible or liable for any waste of the Premises, any dangerous or defective condition of the Premises, or any negligence or intentional wrongdoing of Borrower in the management, upkeep, repair, or control of the Premises. Upon demand, Borrower shall indemnify Lender against any Loss resulting from any act or omission of Lender or Borrower under this Assignment or the Leases, but not including Lender's intentional misconduct or gross negligence. Lender may request that Borrower defend at

Borrower's expense any action brought against Lender under this Assignment or the Leases, and, if Lender does so, the choice of counsel shall be subject to Lender's approval and Lender may participate in the defense or settlement of the action. If Lender incurs a Loss and Borrower does not fulfill its obligation to indemnify Lender in full, the amount of the Loss shall be an Obligation and shall bear interest at the Default Rate from the date incurred until Borrower pays it in full. Payment of such amount shall be secured by the Security Instrument and all other collateral for Borrower's performance under the Loan Documents. As used in this section, a "Loss" is a liability, loss, claim, damage, or expense (including reasonable attorneys' fees).

- 11. <u>Term.</u> Upon payment in full of all Obligations, this Assignment shall terminate.
- 12. Remedies Cumulative. The remedies in this Assignment are in addition to and not in substitution of the rights and remedies Lender has under any of the other Loan Documents or at law or in equity, all of which rights and remedies are specifically reserved by Lender. Lender's remedies in this Assignment or elsewhere are cumulative and may be exercised concurrently. The fail are to exercise any remedy shall not constitute a waiver of it. The use of any remedy shall not preclude the subsequent or concurrent use of any other remedy or remedies that Lender may have.
- Miscellaneous. This Agreement shall be construed and enforced in accordance with Illinois law. The words "Borrover" and "Lender" shall include their respective representatives, successors, and assigns and all those holding under them. Whenever possible, each provision of this Assignment shall be interpreted so as to be effective and valid under applicable law, but invalidation of any one or more of the provisions of this Assignment shall not affect any of the other provisions, which shall remain in full force and effect. All references to any document, instrument, or agreement shall be deeped to refer to it as it may be amended, modified, restated, supplemented, or replaced from time to time. Whenever there is a reference to "attorney's fees" or "reasonable attorney's fees" in this Assignment, it means reasonable attorney's fees, actually incurred, without regard to any statutory or esumption or definition as to what "reasonable" attorney's fees means.

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[Signature Page to Assignment of Leases, Rents and Security Deposits]

IN WITNESS WHEREOF, Borrower has executed this Assignment on the above date.

BORROWER:

TCB ST. STEPHENS LIMITED PARTNERSHIP, an Illinois limited partnership

By: TGB St. Stephens, Inc., an Illinois corporation, its General Partner

Jacques Sandberg
Authorized Agent

STATE OF ILLINOIS)

) ss.

COUNTY OF COOK

On this 4TH day of TANARY, 2012 before me appeared Jacques Sandberg, to me personally known, who, being by me duly sworn, did say that he is the Authorized Agent of TCB St. Stephens, Inc., an Illinois corporation (the "Corpo ation"), in its capacity as the General Partner of TCB St. Stephens Limited Partnership, an Illinois limited partnership (the "Partnership") and that the seal affixed to said instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation in its capacity as the General Partner of the Partnership by authority of its peard of directors, and said Authorized Agent acknowledged said instrument to be the free act and deed of said corporation.

Notáry Public

My commission expires:

OFFICIAL SEAL LAURA RUIZ

NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:11/03/14

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THE SOUTH 115 FEET OF LOT 3 (EXCEPT THE EAST 62-1/2 FEET THEREOF), THE NORTH HALF OF LOT 5 (EXCEPT THE SOUTH 10 FEET THEREOF), AND THE SOUTH 116 FEET OF SAID LOT 5, ALL IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 TO 18 INCLUSIVE, (EXCEPT THOSE PARTS OF SAID LOTS TAKEN FOR STREET PURPOSES) IN I. J. SHELDON'S SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1 THROUGH 7AND THE 5 FOOT PRIVATE ALLEY LYING SOUTH OF AND ADJOINING LOTS 1 THROUGH 6, ALL IN THE SUBDIVISION OF THE NORTH 1/2 OF LOT 3 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 3° NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNT 1, ILLINOIS.

PARCEL 4:

LOTS 1, 2 AND 3 IN THE SUBDIVISION OF THE NORTH 1/2 OF LOT 4 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF TIE THIXD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOTS 1 THROUGH 18 IN LOBRAICO'S SUBDIVISION OF PART OF BLOCK 11 OF ROCKWELL'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE NORTH 5 FEET OF LOT 11, LOT 6 (EXCEPT THE WEST 7 FEET THEREOF), AND ALL OF LOTS 7 THROUGH 10 AND 16 THROUGH 23 IN THE SUBDIVISION OF LOTS 6,

7 AND 8 IN BLOCK 11 OF ROCKWELL'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOTS 1 THROUGH 6 IN J. A LANDON'S SUBDIVISION OF LOTS 1, 2, 3, 4, 5 AND THE WEST 7 FEET OF LOT 6 IN THE SUBDIVISION OF LOTS 6, 7 AND 8 IN BLOCK 11 OF ROCKWELL'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

LOTS 1 THROUGH 6 IN THE SUBDIVISION OF LOTS 11, 12, 13, 14 AND 15 (EXCEPT THE NORTH 5 FEET OF LOT 11) IN THE SUBDIVISION OF LOTS 6, 7 AND 8 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDLAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 9:

ALL THAT PART OF W. GLADYS AVENUE LYING NORTH OF THE NORTH LINE OF THE SOUTH 116 FEET OF THAT PART OF LOT 5 LYING NORTH OF THE NORTH LINE OF W. VAN BUREN STREET IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 29 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE WEST FALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE NORTH LETE OF THE SOUTH 115 FEET OF THAT PART OF LOT 3 LYING NORTH OF THE NORTH LINE OF W. VAN BUREN STREET (EXCEPT THE EAST 62.5 FEET THEREOF) IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO, AFOREMENTIONED; LYING NORTH OF THE NORTH LINE OF LOTS 13 TO 18 AND SAID NORTH LINE OF LOT 13 PRODUCED EAST 11 FEET IN LOBRAICO'S SUBDIVISION OF PART OF BLOCK 11; LYING SOUTH OF SOUTH LINE OF LOTS 1 TO 12 IN LOBRAICO'S SUBDIVISION AFOREMENTIONED; LYING WEST OF THE WEST LINE OF LOT 23 IN SUBDIVISION OF LOTS 6, 7 AND 8 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO, AFOREMENTIONED; AND LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 12 IN LOBRAICO'S SUBDIVISION TO THE NORTHWEST CORNER OF LOT 23 IN SUBDIVISION OF LOTS 6, 7 AND 8, AFOREMENTIONED; AND LYING EAST OF A LINE DRAVVN FROM THE SOUTHWEST CORNER OF LOT 1 IN LOBRAICO'S SUBDIVISION AFOREMENTIONED TO THE INTERSECTION OF THE WEST LINE OF LOT 3 AND THE NORTH LINE OF THE SOUTH 115 FEET OF THAT PART OF SAID LOT 3 LYING NORTH OF THE NORTH LINE OF W. VAN BUREN

STREET IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED;

ALSO

ALL OF THE NORTH-SOUTH 16 FOOT PUBLIC ALLEY LYING EAST OF THE EAST LINE OF LOTS 1 TO 18, BOTH INCLUSIVE, IN E. H. SHELDON'S SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; LYING WEST OF THE WEST LINE OF LOT 3 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; LYING WEST OF THE WEST LINE OF LOT 1 IN LOBRAICO'S SUBDIVISION AFOREMENTIONED; LYING WEST OF THE WEST LINE OF LOTS 6 AND 7 AND THE WEST LINE OF THE 5 FOOT PRIVATE ALLEY BETWEEN SAID LOTS 6 AND 7 in SUBDIVISION OF THE NORTH HALF OF LOT 3 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; LYING SOUTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 1 IN E. H. SHELDON'S SUBDIVISION AFOREMENTIONED, TO THE NORTHWEST CORNER OF LOT 6 IN THE SUBDIVISION OF THE NORTH 1/2 OF LOT 3 AFOREMENTIONED AND LYING NORTH OF THE SOUTH LINE OF LOT 18 IN E. H. SHELDON'S SUBDIVISION, PRODUCED EAST TO THE WEST LINE OF LOT 3 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED;

ALSO

ALL OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINE OF LOTS 6, 7 AND 8 IN SUBDIVISION OF LOTS 6, 7 AND 8 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; AND LYING SOUTH OF THE SOUTH LINE OF LOTS 1 TO 5, BOTH 'NCLUSIVE, IN J. A. LANDON'S SUBDIVISION OF LOTS 1, 2, 3, 4, 5 AND THE WEST 7 FEET OF LOT 6 IN A SUBDIVISION OF LOTS 6, 7 AND 8 IN BLOCK 11 IN COCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; LYING NORTH OF THE NORTH LINE OF LOT 9 IN THE SUBDIVISION OF LOTS 6, 7 AND 8 AFOREMENTIONED; LYING EAST OF THE WEST LINE OF LOT 9 IN THE SUBDIVISION OF LOTS 6, 7 AND 8 AFOREMENTIONED, PRODUCED NORTH 16 FEET TO THE SOUTH LINE OF LOT 5 IN J. A. LANDON'S SUBDIVISION AFOREMENTIONED; AND LYING WEST OF A LINE DIKAWN FROM THE SOUTHEAST CORNER OF LOT 8 TO THE NORTHEAST CORNER OF LOT 9 IN SUBDIVISION OF LOTS 6, 7 AND 8 AFOREMENTIONED;

ALSO

ALL OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINE OF LOT 6 IN SUBDIVISION OF LOTS 11, 12, 13, 14 AND 15 (EXCEPT THE NORTH 5 FEET OF LOT 11 IN SUBDIVISION OF LOTS 6, 7 AND 8 IN BLOCK 11 OF ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; LYING NORTH OF THE NORTH LINE OF LOTS 16 TO 22, BOTH INCLUSIVE, IN SUBDIVISION OF LOTS 6, 7, AND 8 AFOREMENTIONED; LYING EAST OF THE WEST LINE OF LOT 6 IN SUBDIVISION OF LOTS 11, 12, 13, 14 AND 15, EXCEPT THE NORTH 5 FEET OF LOT 11 AFOREMENTIONED, PRODUCED SOUTH 16 FEET TO THE NORTH LINE OF LOT 22 IN

SUBDIVISION OF LOTS 6, 7 AND 8 AFOREMENTIONED; AND LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 6 IN SUBDIVISION OF LOTS 11, 12, 13, 14 AND 15, EXCEPT THE NORTH 5 FEET OF LOT 11 AFOREMENTIONED TO THE NORTHEAST CORNER OF LOT 16 IN SUBDIVISION OF LOTS 6, 7 AND 8 AFOREMENTIONED;

ALSO

ALL OF THE NORTH-SOUTH 30 FOOT PUBLIC ALLEY LYING WEST OF THE WEST LINE OF LOTS 9, 10 AND 11 IN SUBDIVISION OF LOTS 6, 7 AND 8 AFOREMENTIONED AND THE WEST LINE OF SAID LOT 9 PRODUCED NORTH 16 FEET TO THE SOUTH LINE OF LOT 5 IN J. A. LANDOR'S SUBDIVISION AFOREMENTIONED, AND LYING WEST OF THE WEST LINE OF LOTS 1 TO 6, BOTH INCLUSIVE, 13 THE SUBDIVISION OF LOTS 11, 12, 13, 14 AND 15, EXCEPT THE NORTH 5 FEET OF LOT 11 AFOREMENTIONED AND THE WEST LINE OF SAID LOT 6 PRODUCED SOUTH 16 FEET TO THE NORTH LINE OF LOT 22 IN SUBDIVISION OF LOTS 6, 7 AND 8 AFOREMENTIONED; LYING EAST OF THE EAST LINE OF LOT 5 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED, AND LYING EAST OF THE EAST LINE OF LOT 1½ IN LOBRAICO'S SUBDIVISION AFOREMENTIONED; LYING NORTH OF THE NORTH LINE OF LOTS 22 AND 23 IN SUBDIVISION OF LOTS 6, 7 AND 8 AFOREMENTIONED; AND LYING SOUTH OF THE SOUTH LINE OF LOTS 5 AND 6 IN J. A. LANDON'S SUBDIVISION AFOREMENTIONED;

ALSO

ALL OF THE NORTH-SOUTH 11 FOOT PUBLIC COURT LYING WEST OF THE WEST LINE OF LOT 5 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; LYING EAST OF THE EAST LINE OF LOT 13 IN LOBRAICO'S SUBDIVISION AFOREMENTIONED; LYING SOUTH OF THE NORTH LINE OF LOT 13 IN LOBRAICO'S SUBDIVISION AFOREMENTIONED PRODUCED EAST 11 FEET TO THE WEST LINE OF LOT 5 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; AND LYING NORTH OF THE SOUTH LINE OF LOT 13 IN LOBRAICO'S SUBDIVISION AFOREMENTIONED PRODUCED EAST 11 FEET TO THE WEST LINE OF LOT 5 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED;

ALSO

ALL OF THE EAST-WEST 20 FOOT PUBLIC ALLEY AS DEDICATED THROUGH THE CENTER OF LOTS 3, 4 AND 5 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON MAY 26, 1881, AS DOCUMENT NO. 329172 AND ON APRIL 10, 1908, AS DOCUMENT NO. 4185297; SAID ALLEY BEING FURTHER DESCRIBED AS LYING NORTH OF THE NORTH LINE OF LOTS 1 TO 12, BOTH INCLUSIVE, IN LOBRAICO'S SUBDIVISION AFOREMENTIONED; LYING SOUTH OF THE SOUTH LINE OF LOT 7 IN SUBDIVISION OF THE NORTH HALF OF LOT 3 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED, LYING SOUTH OF THE SOUTH LINE OF LOTS 1, 2 AND 3 IN SUBDIVISION OF THE NORTH

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HALF OF LOT 4 IN BLOCK 11 OF ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; AND LYING SOUTH OF THE NORTH LINE OF THE SOUTH 10 FEET OF THE NORTH HALF OF LOT 5 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; LYING WEST OF THE EAST LINE OF LOT 5 IN BLOCK 11 OF ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; AND LYING EAST OF THE WEST LINE OF LOT 3 IN BLOCK 11 OF ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; SAID PUBLIC STREET, PUBLIC ALLEYS AND PUBLIC COURT HEREIN VACATED BEING FURTHER DESCRIBED AS ALL THAT PART OF W. GLADYS AVENUE TOGETHER WITH ALL OF THE NORTH-SOUTH AND EAST-WEST PUBLIC ALLEYS AND PUBLIC COURT IN THE BLOCK BOUNDED BY WEST JACKSON BOULEVARD, W. VAN BUREN STREET, S. WESTERN AVENUE AND S. OAKLEY BOULEVARD.

The Ox Cook County Clark's Office Commonly known as: 2333 W. Jackson Blvd., Chicago, Illinois 60612

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