



Doc#: 1215316071 Fee: \$64.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/01/2012 03:21 PM Pg: 1 of 14

This Document Prepared by
and After Recording Return to

Stephen L. Golan, Esq.
Golan & Christie LLP
70 West Madison Street
Suite 1500
Chicago, Illinois 60602



ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (the "Assignment") is made and delivered as of the 22nd day of March, 2012, by POINTE 1900 RETAIL LLC, an Illinois limited liability company ("Assignor"), to and for the benefit of GREAT LAKES BANK, N.A., a national banking association ("Assignee").

RECITALS

A. Assignor has recently executed a Note, Mortgage and other loan documents (collectively the "Loan Documents") in favor of the Assignee.

B. As further security for the Loan Documents, Assignor has agreed to this Assignment of Rents and Leases.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. Definitions. All capitalized terms that are not defined herein shall have the meanings ascribed thereto in the Note and any related documents.

2. Grant of Security Interest. Assignor hereby grants, transfers, sets over, and assigns to Assignee, all of the right, title, and interest of Assignor in and to (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts, and other receivables arising out of or from the land legally described in Exhibit A attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the "Premises"), including, without limitation, lease termination fees, purchase option fees, and other fees and expenses payable under any lease; (ii) all leases and subleases (collectively "Leases"), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to §365(a) of the Federal Bankruptcy Code or any replacement section thereof; and (iv) all tenant improvements

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and fixtures located on the Premises. This Assignment is an absolute transfer and assignment of the foregoing interests to Assignee given to secure the obligations of the Assignor under the Loan Documents.

3. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee that

- (a) this Assignment, as executed by Assignor, constitutes the legal and binding obligation of Assignor enforceable in accordance with its terms and provisions;
- (b) Assignor is the lessor under all Leases;
- (c) there is no other existing assignment of Assignor's entire or any part of its interest in or to any of the Leases, or any of the rents, issues, income, or profits assigned hereunder, nor has either Assignor entered into any agreement to subordinate any of the Leases or such Assignor's right to receive any of the rents, issues, income, or profits assigned hereunder;
- (d) Assignor has not executed any instrument or performed any act that may prevent Assignee from operating under any of the terms and provisions hereof or that would limit Assignee in such operation; and
- (e) there are no defaults by the landlord and, to Assignee's knowledge, there are no material defaults by tenants under any Leases.

4. Covenants of Assignor. Assignor covenants and agrees that so long as this Assignment shall be in effect

- (a) Assignor shall not lease any portion of the Premises unless Assignor obtains Assignee's prior written consent to all aspects of such lease. Consent shall be deemed given if Assignee fails to notify Assignor that Assignee's consent is being withheld within 10 business days after the loan officer of Assignee with primary responsibility for administering the Loan has received (i) Assignor's request for consent (which request, to be effective, shall specifically and conspicuously refer to the 10-day deemed consent provision of this subsection); and (ii) all other information reasonably necessary for Assignee to adequately evaluate such request (including, without limitation, a copy of the proposed lease, credit information regarding the proposed tenant, and a statement of the leasing commissions, tenant improvement costs, tenant incentives, and other cost and expenses to be incurred in connection with such lease. However, such prior consent shall not be required if and only if (i) such lease substantially conforms with a form of lease previously approved by Assignee; and (ii) the tenancy created under such lease is for a term of not less than three (3)

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years nor more than ten (10) years at a base rent payment during any 12-month period of not less than \$18.00 per square foot of net rentable floor space, but further provided that Assignor shall furnish to Assignee notice of the execution of any such lease and a true, complete, and correct copy thereof.

- (b) Assignor shall observe and perform all of the covenants, terms, conditions, and agreements contained in the Leases to be observed or performed by the lessor thereunder, and Assignor shall not do or suffer to be done anything to impair the security thereof. Assignor shall not (i) release the liability of any tenant under any Lease; (ii) consent to any tenant's withholding of rent or making monetary advances and off setting the same against future rentals; (iii) consent to any tenant's claim of a total or partial eviction; (iv) consent to a tenant termination or cancellation of any lease, except as specifically provided therein; or (v) enter into any oral leases with respect to all or any portion of the Premises.
- (c) Assignor shall not collect any of the rents, issues, income, or profits assigned hereunder more than 30 days in advance of the time when the same shall become due, except for security or similar deposits.
- (d) Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all leases, or any or all rents, issues, income, or profits assigned hereunder, except as specifically permitted by the Loan Documents.
- (e) Assignor shall not modify the terms and provisions of any Lease, nor shall Assignor give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease, except as expressly permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease, without Assignee's prior written consent; provided, however, that Assignor may cancel or terminate any Lease as a result of a material default by the tenant thereunder and failure of such tenant to cure the default within the applicable time periods set forth in the Lease.
- (f) Assignor shall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder; any termination fees payable under a Lease for the early termination or surrender thereof shall be paid jointly to Assignor and Assignee.

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- (g) Assignor shall not alter, modify, or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything that would terminate any such guaranty as a matter of law.
- (h) Assignor shall not waive or excuse the obligation to pay rent under any Lease.
- (i) Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to, or in any manner connected with any Lease or the obligations, duties, or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of Assignee, including court costs and reasonable attorneys' fees, in any such action or proceeding in which Assignee may appear.
- (j) Assignor shall give prompt notice to Assignee of any notice of any default by the lessor under any Lease received from any tenant or guarantor thereunder.
- (k) Assignor shall enforce the observance and performance of each covenant, term, condition, and agreement contained in each Lease to be observed and performed by the tenants and guarantors thereunder and shall immediately notify Assignee of any material breach by the tenant or guarantor under any such Lease.
- (l) Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent.
- (m) Assignor shall not execute hereafter any Lease unless there shall be included therein a provision providing that the tenant thereunder acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to Assignee as Assignee, Assignee in possession, or successor in title to the Premises for accountability for any security deposit required by lessor under such Lease unless such sums have actually been received in cash by Assignee as security for tenant's performance under such Lease.
- (n) If any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state, or local statute that provides for the possible termination or rejection of the Leases assigned hereby, Assignor covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and

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Assignee. Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which shall be applied in accordance with the provisions of Paragraph 8 below.

- (o) Not later than 30 days after the end of each calendar quarter, Assignor shall deliver to Assignee a certified rent roll for the Premises as of the last day of such period in a form reasonably satisfactory to Assignee.

5. Rights Prior to Default. Unless or until an Event of Default (as defined in Paragraph 6) shall occur, Assignor shall have the right to collect, at the time (but in no event more than 30 days in advance) provided for the payment thereof, all rents, issues, income, and profits assigned hereunder, and to retain, use, and enjoy the same. Upon the occurrence of an Event of Default, Assignor's right to collect such rents, issues, income, and profits shall immediately terminate without further notice thereof to Assignor. Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

6. Events of Default. An "Event of Default" shall occur under this Assignment upon the occurrence of (a) a breach by Assignor of any of the covenants, agreements, representations, warranties, or other provisions hereof that is not cured or waived within the applicable grace or cure period, if any, set forth in the Note or any of the related loan documents.

7. Rights and Remedies Upon Default. At any time upon or following the occurrence of any Event of Default, Assignee, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing Assignor or any guarantor of the Note from any obligation or any other lien or security interest granted by any of the related loan documents:

- (a) declare the unpaid balance of the principal sum of the Note, together with all accrued and unpaid interest thereon, immediately due and payable;
- (b) enter on and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease, and operate the same on such terms and for such period of time as Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs, or replacements thereto or thereof as may seem proper to Assignee; to make, enforce, modify, and accept the surrender of Leases; to obtain and evict tenants; to fix or modify rents; and to do any other act that Assignee deems necessary or proper;

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- (c) either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income, and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to Assignee, without proof of default hereunder, upon receipt from Assignee of written notice to thereafter pay all such rents and other amounts to Assignee and to comply with any notice or demand by Assignee for observance or performance of any of the covenants, terms, conditions, and agreements contained in the Leases to be observed or performed by the tenants thereunder, and Assignor shall facilitate in all reasonable ways Assignee's collection of such rents, issues, income, and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to Assignee; and
- (d) make any payment or do any act required herein of Assignor in such manner and to such extent as Assignee may deem necessary, and any amount so paid by Assignee shall become immediately due and payable by Assignor with interest thereon until paid at the Default Rate and shall be secured by this Assignment.

8. Application of Proceeds. All sums collected and received by Assignee out of the rents, issues, income, and profits of the Premises following the occurrence of any one or more Events of Default shall be applied in accordance with the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101, *et seq.*, and unless otherwise specified in such Act, in such order as Assignee shall elect in its sole and absolute discretion.

9. Limitation of Assignee's Liability. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises or from any other act or omission of Assignee in managing, operating, or maintaining the Premises following the occurrence of an Event of Default. Assignee shall not be obligated to observe, perform, or discharge, nor does Assignee hereby undertake to observe, perform, or discharge any covenant, term, condition, or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty, or liability of Assignor under or by reason of this Assignment. Assignor shall and does hereby agree to indemnify, defend (using counsel satisfactory to Assignee), and hold Assignee harmless from and against any and all liability, loss, or damage that Assignee may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever that may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions, and agreements contained in any Lease; provided, however, in no event shall Assignor be liable for any liability, loss, or damage that Assignor incurs as a result of Assignee's gross negligence or willful misconduct. Should Assignee incur any such

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liability, loss, or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses, and reasonable attorneys' fees, shall become immediately due and payable by Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility on Assignee for the care, control, management, or repair of the Premises or for the carrying out of any of the covenants, terms, conditions, and agreements contained in any Lease, nor shall it operate to make Assignee responsible or liable for any waste committed upon the Premises by any tenant, occupant, or other party or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair, or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee, or stranger. Nothing set forth herein or in the any of the loan documents, and no exercise by Assignee of any of the rights set forth herein or in such loan documents, shall constitute or be construed as constituting Assignee a "Assignee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereof or the loan documents.

10. No Waiver. Nothing contained in this Assignment and no act done or omitted to be done by Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of Assignee under the terms and provisions of such instruments, and Assignee may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Assignee may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefore, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

11. Further Assurances. Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as Assignee may designate) and shall do or cause to be done such further acts as Assignee may request in order to permit Assignee to perfect, protect, preserve, and maintain the assignment made to Assignee by this Assignment.

12. Security Deposits. Assignor acknowledges that Assignee has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that Assignee assumes no responsibility or liability for any security so deposited.

13. Severability. If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Assignee and Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment, and the validity and enforceability of

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the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

14. **Successors and Assigns.** This Assignment is binding on Assignor and its legal representatives, successors, and assigns, and the rights, powers, and remedies of Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns.

15. **Written Modifications.** This Assignment shall not be amended, modified, or supplemented without the written agreement of Assignor and Assignee at the time of such amendment, modification, or supplement.

16. **Duration.** This Assignment shall become null and void at such time as Assignor shall have paid the principal sum of the Note, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents.

17. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois. Venue shall lie in Cook County, Illinois.

18. **Notices.** All notices, demands, requests, and other correspondence that are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of Assignor and Assignee, as the case may be, set forth below:

To Assignee:

Great Lakes Bank, N.A.
13057 S. Western Avenue
Blue Island, Illinois 60406
Attn: Marcia Kavanaugh

With a copy to:

Golan & Christie LLP
70 West Madison Street
Suite 1500
Chicago, Illinois 60602
Attn: Stephen L. Golan, Esq.

To Assignor:

Pointe 1900 Retail, LLC
1933 South Archer Avenue
Chicago, Illinois 60616
Attn: Patrick J. Turner

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With copy to:

Howard A. Adelstein, Esquire
Vice President
Dynaprop Development Corporation
1933 South Archer Avenue
Chicago, Illinois 60616

19. Waiver of Trial by Jury. ASSIGNOR AND ASSIGNEE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS ASSIGNMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT, OR AGREEMENT DELIVERED OR THAT MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST ASSIGNEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES.

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

POINTE 1900 RETAIL LLC

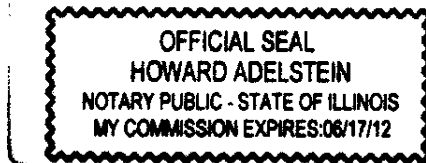
By: *Patrick J. Turner*
Patrick J. Turner, President
Dynaprop Development Corporation,
Its Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, *Howard Adelstein* a Notary Public in and for said County, in the State aforesaid, do hereby certify that Patrick J. Turner, the President of Dynaprop Development Corporation, the manager of Pointe 1900 Retail LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this *20th* day of March, 2012.

Howard Adelstein
Notary Public



UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION****PARCEL 1:**

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +13.46 FEET CHICAGO CITY DATUM AND LYING AT AND BELOW A HORIZONTAL PLANE AT ELEVATION +28.79 FEET CHICAGO CITY DATUM OF THAT PART OF LOTS 1 AND 2 IN BLOCK 32 IN CANAL TRUSTEES NEW SUBDIVISION OF BLOCKS IN EAST FRACTIONAL SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00° 03' 47" EAST, A DISTANCE OF 121.69 FEET; THENCE SOUTH 90° 00' 00" WEST, A DISTANCE OF 34.48 FEET; THENCE NORTH 00° 00' 00" EAST, A DISTANCE OF 9.20 FEET; THENCE SOUTH 90° 00' 00" WEST, A DISTANCE OF 25.60 FEET; THENCE NORTH 00° 00' 00" EAST, A DISTANCE OF 4.72 FEET; THENCE SOUTH 90° 00' 00" WEST, A DISTANCE OF 9.41 FEET; THENCE SOUTH 00° 00' 00" WEST, A DISTANCE OF 22.49 FEET; THENCE NORTH 89° 35' 12" WEST, A DISTANCE OF 7.87 FEET; THENCE SOUTH 58° 03' 42" WEST, A DISTANCE OF 11.14 FEET; THENCE NORTH 31° 51' 21" WEST, A DISTANCE OF 17.30 FEET; THENCE NORTH 58° 08' 39" EAST, A DISTANCE OF 10.71 FEET; THENCE A DISTANCE OF 21.13 FEET ALONG AN ARC OF A CIRCLE, CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 15.18 FEET AND WHOSE CHORD OF 19.46 FEET BEARS NORTH 19° 55' 01" EAST; THENCE NORTH 31° 51' 21" WEST, A DISTANCE OF 9.40 FEET; THENCE SOUTH 58° 08' 39" WEST, A DISTANCE OF 38.06 FEET; THENCE SOUTH 31° 51' 21" EAST, A DISTANCE OF 15.47 FEET; THENCE SOUTH 58° 08' 39" WEST, A DISTANCE OF 28.67 FEET; THENCE NORTH 31° 54' 03" WEST, A DISTANCE OF 18.12 FEET; THENCE NORTH 58° 08' 39" EAST, A DISTANCE OF 3.68 FEET; THENCE SOUTH 31° 51' 21" EAST, A DISTANCE OF 2.64 FEET; THENCE NORTH 58° 08' 39" EAST, A DISTANCE OF 5.13 FEET; THENCE NORTH 31° 51' 21" WEST, A DISTANCE OF 32.02 FEET; THENCE NORTH 58° 08' 39" EAST, A DISTANCE OF 2.02 FEET; THENCE NORTH 31° 51' 21" WEST, A DISTANCE OF 4.78 FEET; THENCE NORTH 58° 08' 39" EAST, A DISTANCE OF 175.38 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +13.46 FEET CHICAGO CITY DATUM AND LYING AT AND BELOW A HORIZONTAL PLANE AT ELEVATION +28.79 FEET CHICAGO CITY DATUM OF THAT PART OF LOTS 2 TO 5, BOTH INCLUSIVE, IN BLOCK 32 IN CANAL TRUSTEES NEW SUBDIVISION OF BLOCKS IN EAST FRACTIONAL SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00° 03' 47" EAST, A DISTANCE OF 129.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00° 03' 47" EAST, A DISTANCE OF 163.89 FEET; THENCE SOUTH 90° 00' 00" WEST, A DISTANCE OF 51.96 FEET; THENCE NORTH 00° 00' 00" EAST, A DISTANCE OF 6.59 FEET; THENCE NORTH

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5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

90° 00' 00" EAST, A DISTANCE OF 5.50 FEET; THENCE NORTH 00° 00' 00" EAST, A DISTANCE OF 3.44 FEET; THENCE SOUTH 90° 00' 00" WEST, A DISTANCE OF 5.50 FEET; THENCE SOUTH 00° 00' 00" WEST, A DISTANCE OF 0.30 FEET; THENCE SOUTH 90° 00' 00" WEST, A DISTANCE OF 18.39 FEET; THENCE NORTH 00° 00' 58" WEST, A DISTANCE OF 146.46 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 25.71 FEET; THENCE NORTH 00° 00' 00" EAST, A DISTANCE OF 7.70 FEET; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 44.51 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +12.80 FEET CHICAGO CITY DATUM OF THAT PART OF LOTS 2 TO 5, BOTH INCLUSIVE, TOGETHER WITH A PART OF THE VACATED 30 FOOT ALLEY, LYING WEST OF AND ADJOINING THE WEST LINE OF SAID LOTS 2 TO 5 IN BLOCK 32 IN CANAL TRUSTEES NEW SUBDIVISION OF BLOCKS IN EAST FRACTIONAL SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 90° 00' 00" WEST, A DISTANCE OF 70.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 90° 00' 00" WEST, A DISTANCE OF 64.97 FEET; THENCE NORTH 00° 00' 16" WEST, A DISTANCE OF 76.72 FEET; THENCE NORTH 89° 57' 07" WEST, A DISTANCE OF 26.96 FEET; THENCE NORTH 00° 00' 37" EAST, A DISTANCE OF 13.83 FEET; THENCE NORTH 31° 44' 44" WEST, A DISTANCE OF 16.35 FEET; THENCE NORTH 57° 48' 37" EAST, A DISTANCE OF 57.50 FEET; THENCE SOUTH 31° 54' 03" EAST, A DISTANCE OF 1.25 FEET; THENCE NORTH 58° 03' 42" EAST, A DISTANCE OF 51.87 FEET; THENCE SOUTH 89° 35' 12" EAST, A DISTANCE OF 7.15 FEET; THENCE SOUTH 00° 00' 58" EAST, A DISTANCE OF 163.43 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +12.80 FEET CHICAGO CITY DATUM OF THAT PART OF THE VACATED 30 FOOT ALLEY, LYING WEST OF AND ADJOINING THE WEST LINE OF LOT 5 IN BLOCK 32 IN CANAL TRUSTEES NEW SUBDIVISION OF BLOCKS IN EAST FRACTIONAL SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 90° 00' 00" WEST, A DISTANCE OF 162.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 90° 00' 00" WEST, A DISTANCE OF 13.40 FEET; THENCE NORTH 00° 00' 37" EAST, A DISTANCE OF 24.42 FEET; THENCE SOUTH 89° 59' 23" EAST, A DISTANCE OF 13.40 FEET; THENCE SOUTH 00° 00' 37" WEST, A DISTANCE OF 24.42 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF LOTS 2 AND 3, AND ALL OF LOTS 6 AND 7, TOGETHER WITH A PART OF THE VACATED 30 FOOT ALLEY LYING EAST OF AND ADJOINING EAST LINE OF SAID LOT 6 AND LYING WEST OF AND ADJOINING THE WEST LINE OF SAID LOTS 2 AND 3 IN BLOCK 32 IN

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5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

CANAL TRUSTEES NEW SUBDIVISION OF BLOCKS IN EAST FRACTIONAL SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 5A:

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +13.46 FEET CHICAGO CITY DATUM AND LYING AT AND BELOW A HORIZONTAL PLANE AT ELEVATION +28.73 FEET CHICAGO CITY DATUM OF THAT PART OF LOTS 6 AND 7 IN BLOCK 32 IN CANAL TRUSTEES NEW SUBDIVISION OF BLOCKS IN EAST FRACTIONAL SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7; THENCE NORTH 58 DEGREES 08 MINUTS 39 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 7, SAID LINE ALSO BEING THE SOUTHEASTERLY LINE OF SOUTH ARCHER AVENUE, A DISTANCE OF 58.97 FEET;

THENCE SOUTH 31 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 5.77 FEET;
 THENCE NORTH 58 DEGREES 08 MINUTES 39 SECONDS EAST, A DISTANCE OF 0.61 FEET;
 THENCE SOUTH 31 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 7.59 FEET;
 THENCE SOUTH 58 DEGREES 08 MINUTES 39 SECONDS WEST, A DISTANCE OF 7.49 FEET;
 THENCE SOUTH 31 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 9.45 FEET;
 THENCE NORTH 58 DEGREES 08 MINUTES 39 SECONDS EAST, A DISTANCE OF 8.05 FEET;
 THENCE SOUTH 31 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 16.80 FEET;
 THENCE SOUTH 58 DEGREES 08 MINUTES 39 SECONDS WEST, A DISTANCE OF 21.30 FEET;
 THENCE SOUTH 31 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 15.63 FEET;
 THENCE NORTH 58 DEGREES 08 MINUTES 39 SECONDS EAST, A DISTANCE OF 13.09 FEET;
 THENCE SOUTH 76 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 13.50 FEET;
 THENCE SOUTH 31 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 5.50 FEET;
 THENCE SOUTH 58 DEGREES 06 MINUTES 03 SECONDS WEST, A DISTANCE OF 21.88 FEET;
 THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 38.68 FEET;
 THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 20.65 FEET;
 THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 9.40 FEET;
 THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOTS 6 AND 7, SAID LINE ALSO BEING THE NORTH LINE OF WEST CULLERTON STREET, A DISTANCE OF 49.54 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 13 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 7, SAID LINE ALSO BEING THE EAST LINE OF SOUTH DEARBORN STREET, A DISTANCE OF 86.83 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5B:

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +13.46 FEET CHICAGO CITY DATUM AND LYING AT AND BELOW A HORIZONTAL PLANE AT ELEVATION +28.79 FEET CHICAGO CITY DATUM OF THAT PART OF LOTS 2, 3, 6 AND 7 TOGETHER WITH A PART OF THE VACATED 30 FOOT ALLEY LYING EAST OF AND ADJOINING THE EAST LINE OF SAID LOT 6 AND LYING WEST OF AND ADJOINING THE WEST LINE OF SAID LOTS 2 AND 3, IN BLOCK 32 IN CANAL TRUSTEES NEW SUBDIVISION OF BLOCKS IN EAST FRACTIONAL SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7; THENCE NORTH 58 DEGREES 08 MINUTES 39 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF SAID LOTS 6 AND 7 AND THE NORTHWESTERLY LINE OF SAID VACATED 30 FOOT ALLEY, SAID LINE ALSO BEING THE SOUTHEASTERLY LINE OF SOUTH ARCHER AVENUE, A DISTANCE OF 70.24 FEET; THENCE CONTINUING NORTH 58 DEGREES 08 MINUTES 39 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 135.45 FEET; THENCE SOUTH 31 DEGREES 54 MINUTES 03 SECONDS EAST, A DISTANCE OF 68.65 FEET; THENCE SOUTH 57 DEGREES 48 MINUTES 37 SECONDS WEST, A DISTANCE OF 57.50 FEET; THENCE SOUTH 31 DEGREES 44 MINUTES 44 SECONDS EAST, A DISTANCE OF 0.96 FEET; THENCE SOUTH 58 DEGREES 06 MINUTES 03 SECONDS WEST, A DISTANCE OF 80.05 FEET; THENCE NORTH 31 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 30.61 FEET; THENCE NORTH 58 DEGREES 08 MINUTES 39 SECONDS EAST, A DISTANCE OF 1.50 FEET; THENCE NORTH 31 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 9.76 FEET; THENCE NORTH 58 DEGREES 08 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.50 FEET; THENCE NORTH 31 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 1.09 FEET; THENCE NORTH 58 DEGREES 08 MINUTES 39 SECONDS EAST, A DISTANCE OF 6.15 FEET; THENCE NORTH 31 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 19.82 FEET; THENCE SOUTH 58 DEGREES 08 MINUTES 39 SECONDS WEST, A DISTANCE OF 8.11 FEET; THENCE NORTH 31 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 8.68 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 5C:

THAT PART OF LOTS 6 AND 7, TOGETHER WITH A PART OF THE VACATED 30 FOOT ALLEY LYING EAST OF AND ADJOINING EAST LINE OF SAID LOT 6, IN BLOCK 32 IN CANAL TRUSTEES NEW SUBDIVISION OF BLOCKS IN EAST FRACTIONAL SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 7, SAID LINE ALSO BEING THE NORTH LINE OF WEST CULLERTON STREET, A DISTANCE OF 70.19 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 48.08 FEET; THENCE NORTH 58 DEGREES 06 MINUTES 03 SECONDS EAST, A DISTANCE OF 108.96 FEET; THENCE SOUTH 31 DEGREES 44 MINUTES 44 SECONDS EAST, A DISTANCE OF 15.39 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 37 SECONDS WEST, A DISTANCE OF 68.15 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 23 SECONDS WEST, A DISTANCE OF 13.40 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 37 SECONDS WEST, A DISTANCE OF 24.42 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID SOUTH LINE OF LOTS 6 AND 7, AND SAID SOUTH LINE OF VACATED 30 FOOT ALLEY, SAID LINE ALSO BEING THE NORTH LINE OF WEST CULLERTON STREET, A DISTANCE OF 87.19 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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