

# UNOFFICIAL COPY

Loan No. 397833

**THIS INSTRUMENT WAS  
PREPARED BY AND AFTER  
RECORDING RETURN TO:**

Ned S. Robertson  
Aronberg Goldgehn  
330 North Wabash, Suite 1700  
Chicago, Illinois 60611



Doc#: 1228316158 Fee: \$60.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/09/2012 04:05 PM Pg: 1 of 12

Common Addresses:  
4734 West Chicago, Chicago, IL  
821 North Cicero, Chicago, IL  
4731 West Rive, Chicago, IL

PINs: 16-03-314-001-0000, 16-03-314-003-0000,  
16-03-314-004-0000, 16-03-314-005-0000,  
16-03-314-023-0000, 16-03-314-024-0000,  
16-03-314-025-0000, 16-03-314-026-0000  
and 16-03-314-034-0000

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Space above this line for Recorder's use only

## ASSIGNMENT OF RENTS AND LEASES

This **ASSIGNMENT OF RENTS AND LEASES** (the "Assignment") is made as of the 30th day of October, 2011, by and among **KEVIN BOLDUC AND WAYNE CASPER**, not individually, but solely as Co-Trustees of Trust Agreement dated June 3, 2001 ("Trust Agreement") and known as Land Trust Number 01-9064 ("Land Trust"), **LMF ENTERPRISES, LLC – SERIES D**, a Delaware limited liability company and **SMOKEY, LLC – SERIES D**, a Delaware limited liability company (together the "Beneficiaries," and which, together with the Land Trust, are sometimes referred to herein as the "Assignor"), to and for the benefit of **URBAN PARTNERSHIP BANK**, as successor in interest to the Federal Deposit Insurance Corporation, as receiver ("Assignee").

### RECITALS:

A. On or about March 10, 2004, Assignee made a Loan to **JAMES P. BOLDUC** ("Bolduc"), **STEVEN W. CASPER** ("Casper"), who together with Bolduc is sometimes referred to herein as "Borrowers" and each a "Borrower") and George Miller in the original principal amount of \$1,300,000.00 which loan was evidenced by that certain Promissory Note dated March 10, 2004, executed and delivered by Borrowers and George Miller to Assignee (the "Original Note"). On or about August 1, 2008, the terms of the Original Note were modified to, *inter alia*, remove George Miller as a borrower thereunder and to extend the maturity date of the Original Note to November 10, 2019, as evidenced by that certain Loan Modification Agreement Loan Number 397883 executed by Borrowers and Assignee (the "Modification" which together with the Original Note is sometimes referred to herein as the "Note").

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B. The Note, and the indebtedness evidenced thereby, is secured under and pursuant to that certain Mortgage dated March 10, 2004, executed and delivered by **CHICAGO TITLE LAND TRUST COMPANY**, not individually, but as Trustee under Trust Agreement dated June 21, 2001, known as Land Trust Number 01-9064 ("Original Mortgagor"), to Assignee and recorded with the Recorder of Deeds of Cook County, Illinois on March 18, 2004, as Document Number 0407808036 (the "Mortgage") on the real property commonly known as 4734 West Chicago, Chicago, Illinois; 821 North Cicero, Chicago, Illinois; and 4731 West Rice, Chicago, Illinois (collectively the "Property") legally described on **Exhibit A** hereto.

C. Pursuant to the terms of the Mortgage, Borrowers have requested that Assignee consent to the transfer of the Property from the Original Mortgagor to the Land Trust.

D. As a condition of Assignee's willingness to agree to said transfer Assignors are required to assign to Assignee all of Assignor's interest in, to and under the Land Trust as further provided for herein.

E. The Land Trust is the record owner of the Property and the Beneficiaries own one hundred percent (100%) of the beneficial interest of, and power of direction in, the Land Trust.

F. As a further condition precedent to Assignee's agreement to the above described transfer of the Property to the Land Trust is the execution and delivery by Assignor of this Assignment.

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 which are not defined herein shall have the meanings ascribed thereto in the Mortgage.

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 Property and all buildings and other improvements located thereon including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases (each, a "Lease", and collectively, the "Leases"), now or hereafter existing, of all or any part of the Property 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 Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Property. This Assignment is a collateral assignment and hypothecation of the foregoing interests to Assignee given to secure:

(a) the payment by Borrowers when due of: (i) the indebtedness evidenced by the Note and any and all renewals, extensions, replacements, amendments, modifications

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and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to Assignee by Assignor or Borrowers under or with respect to the Loan Documents (as defined in the Note); and (iii) all reasonable costs and expenses paid or incurred by Assignee in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and

(b) the observance and performance by Assignor and/or Borrowers of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Assignor and/or Borrowers which are evidenced by or secured by or otherwise provided for in the Note, this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof.

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 interest in or to any of the Leases or any part thereof, or any of the rents, issues, income or profits assigned hereunder, nor has Assignor entered into any agreement to subordinate any of the Leases or 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 which may prevent Assignee from operating under any of the terms and provisions hereof or which would limit Assignee in such operation; and

(e) there are no uncured defaults by Assignor and there are no material defaults by any tenants under any of the Leases.

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

(a) Assignor shall not enter into any new lease of any portion of the Property unless Assignor obtains Assignee's prior written consent to all aspects of such new Lease, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, in the event that Assignee fails to respond to Assignor's written request for consent within fifteen (15) days of delivery thereof, such request shall be deemed to be approved;

(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

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thereof. Assignor shall not: (i) release the liability of any tenant under any Lease, except as specifically provided for therein; (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 for therein; or (v) enter into any oral leases with respect to all or any portion of the Property;

(c) Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty 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, that would materially and adversely affect Assignor's interest therein without the prior written approval of Lender; 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. Notwithstanding the foregoing, in the event that Assignee fails to respond to Assignor's written request for consent within fifteen (15) days of delivery thereof, such request shall be deemed to be approved;

(f) Assignor shall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the Property 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;

(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 which would terminate any such guaranty as a matter of law, that would materially and adversely affect Assignor's interest therein;

(h) Assignor shall not waive or excuse the obligation to pay rent under any Lease, except as specifically provided herein;

(i) Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings against Assignor arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any

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tenant or guarantor thereunder, and, following a continuing Event of Default, shall pay all reasonable 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 any 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 collaterally assigned pursuant to this Assignment and agrees not to look to Assignee as mortgagee, mortgagee in possession or successor in title to the Property for accountability for any security deposit required by lessor under such Lease unless such security deposit has actually been received by Assignee as security for tenant's performance under such Lease; and

(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 which 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, which consent shall not be unreasonably withheld, and any check in payment of damages for termination or rejection of any such Lease will be payable both to Assignor and 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 Section 8 below.

5. Rights Prior to Default. Unless or until an Event of Default (as defined in Section 6) shall occur and be continuing, Assignor shall have the right to collect, at the time provided for the payment thereof (but in no event more than thirty days in advance), all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence and continuation 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.



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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 which is not cured or waived within the applicable grace or cure period, if any, set forth herein or in the Mortgage; or (b) any other Event of Default described in the Note, the Mortgage or any of the other Loan Documents.

7. Rights and Remedies Upon Default. At any time following the occurrence and continuation of any Event of Default, Assignee, at its option and in its reasonable discretion, 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 to Assignor (except as may be required hereunder or under any other Loan Documents and to the extent permitted by applicable law), without regard to the adequacy of the security for the obligations secured hereby, without releasing Borrower from any obligation under the Note, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Loan Documents:

(a) Declare the unpaid balance of the principal sum of the Note, together with all accrued and unpaid interest thereon and all other amounts due thereunder, immediately due and payable;

(b) Enter upon and take possession of the Property without disturbing the peace and to the extent permitted by applicable law, either in person or by authorized agent or by a receiver appointed by a court of competent jurisdiction, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may reasonably deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may be reasonably necessary, 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 which Assignee deems reasonably necessary or proper;

(c) Either with or without taking possession of the Property, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Property 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 at any time following the occurrence and continuation of any Event of Default, 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

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(d) Make any payment or do any act required herein of Assignor in such manner and to such extent as Assignee may deem reasonably necessary, and any amount so paid by Assignee shall become immediately due and payable by Assignor following demand by Assignee 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 Property following the occurrence of any one or more Events of Default shall be applied in accordance with the Illinois Mortgage Foreclosure Law (Chapter 735, Sections 5/15-1101 et seq., Illinois Compiled Statutes) 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 Property or from any other act or omission of Assignee in managing, operating or maintaining the Property 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 reasonably satisfactory to Assignee) and hold Assignee harmless from and against any and all reasonable liability, loss or damage which 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 which 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. Should Assignee incur any such 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 reasonable amount thereof, including reasonable costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by Assignor and Borrowers with interest thereon at the Default Rate and shall be secured by this Assignment and the Mortgage. This Assignment shall not operate to place responsibility upon Assignee for the care, control, management or repair of the Property 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 Property by any tenant, occupant or other party, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger, except to the extent resulting from the gross negligence or willful misconduct by Assignee with respect thereto. Nothing set forth herein or in the Mortgage, and no exercise by Assignee of any of the rights set forth herein or in the Mortgage shall constitute or be construed as constituting Assignee a "mortgagee in possession" of the Property, in the absence of the taking of actual possession of the Property by Assignee pursuant to the provisions hereof or of the Mortgage.

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

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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 therefor, 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 reasonably designate) and shall do or cause to be done such further acts, as Assignee may reasonably 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, as of the date hereof, 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 and not received by or on behalf of Assignee.

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 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 upon 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 Borrowers 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.



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18. Notices. All notices, demands, requests and other correspondence which 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 specified in the Mortgage.

19. WAIVER OF TRIAL BY JURY AND CLAIMS. 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 WHICH 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.

20. Co-Trustees' Exculpation. This Assignment is executed by KEVIN BOLDUC and WAYNE CASPER, not personally, but solely as Co-Trustees in the exercise of the power and authority conferred upon and vested in them as such Co-Trustees (and said Co-Trustees hereby warrant that they possess full power and authority to execute this instrument). It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Co-Trustees under this Assignment are undertaken by them solely in their capacity as Co-Trustees and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Co-Trustees on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Co-Trustees in this Assignment; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing shall look solely to the Land Trust's estate or the Property conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided or by action to enforce the personal liability of any guarantor.

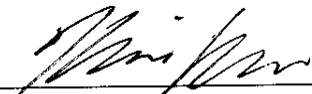
[Signature page follows.]

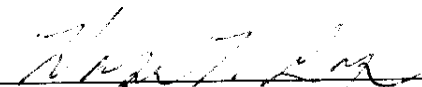
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IN WITNESS WHEREOF, Assignor has, jointly and severally, executed and delivered this Assignment of Rents and Leases as of the day and year first above written.

Land Trust Number 01-9064

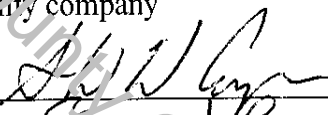
By:   
Kevin Bolduc, Co-Trustee

By:   
Wayne Casper, Co-Trustee

**LMF ENTERPRISES, LLC – SERIES D**, a Delaware limited liability company

By:   
Name: James P. Bolduc  
Title: Manager

**SMOKEY, LLC – SERIES D**, a Delaware limited liability company

By:   
Name: Steven J. Casper  
Title: President of Smokey Manager, Inc., as sole manager of Smokey, LLC - Series D

Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that **KEVIN BOLDUC AND WAYNE CASPER**, not individually, but solely as Co-Trustees of Land Trust Number 01-9064, who are 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, as such Co-Trustees, they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Land Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30<sup>th</sup> day of October, 2011.

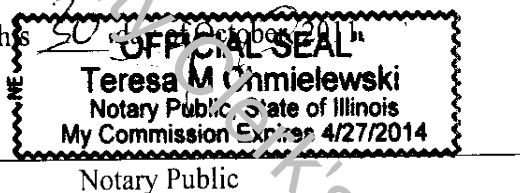
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )



I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that JAMES BOLDA, Manager of LMF ENTERPRISES, LLC – SERIES D, a Delaware limited liability company, 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, as such MANAGER, he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30 day of October, 2011.

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )



I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that SEVEN CASPER, Manager of SMOKEY, LLC – SERIES D, a Delaware limited liability company, 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, as such MANAGER, he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30 day of October, 2011.



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## EXHIBIT A LEGAL DESCRIPTION

LOT 11 (EXCEPT THE EAST 15 FEET), LOTS 12, 13, 14, 15, 16, THE NORTH 75 FEET OF LOTS 17 THROUGH 22, LOTS 31 TO 37 BOTH INCLUSIVE ALL IN BLOCK 15 IN THE SUBDIVISION BY THE TRSTUEE'S OF WEST CHICAGO LAND COMPANY OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 4734 West Chicago, Chicago, Illinois, 821 North Cicero, Chicago, Illinois and 4731 West Rice, Chicago, Illinois.

PINs: 16-03-314-001-0000, 16-03-314-003-0000, 16-03-314-004-0000, 16-03-314-005-0000, 16-03-314-023-0000, 16-03-314-024-0000, 16-03-314-025-0000, 16-03-314-026-0000 and 16-03-314-034-0000