Loan 66047

THIS DOCUMENT PREPARED BY:

H. Jeffrey McCown McCown Law Offices 22837 S. Wirth Frankfort, Illinois 60423

AFTER RECORDING RETURN TO:

Urban Partnership Bank Attn: Loan Administration Asset Custody / Loan Operations 7936 S. Cottage Grove Avenue Chicago, Illinois 60619

PERMANENT INDEX NUMBER:

See Exhibit A

PROPERTY ADDRESS:

See Exhibit A

Doc#: 1229322101 Fee: \$76.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds

Date: 10/19/2012 02:02 PM Pg: 1 of 12

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ASSIGNMENT OF RENTS AND LEASES

This ASSIGNMENT OF RENTS AND LEASES dated as c1 October 10, 2012 (the "Assignment"), is executed by HOUSE A REST LLC, an Illinois limited liability company (the "Assignor"), having an address of 333 W. North Avenue, Suite 415, Chicago, Illinois 60610, to and for the benefit of URBAN PARTNERSHIP BANK, an Illinois banking association. Its successors and assigns (the "Assignee"), having an address of 55 East Jackson, 16th Floor, Chicago, Illinois 60604.

RECITALS:

- A. The Assignee has made a loan (the "Loan") evidenced by, among other things, the following:
 - I. Loan and Security Agreement dated April 27, 2010 signed by Mickelson Brothers III LLC, Julian Mickelson and Jonathan Mickelson, as amended (the "Loan Agreement");
 - 2. Promissory Note dated March 10, 2008 in the amount of \$2,000,000 signed by Mickelson Brothers III LLC, Julian Mickelson and Jonathan Mickelson, as

amended by a Modification of Note and Loan and Security Agreement dated April 2, 2008 signed by House A Rest LLC, Julian Mickelson and Jonathan Mickelson (the "Borrowers"), a Modification of Note and Loan and Security Agreement dated April 14, 2010 signed by the Borrowers, a Loan Modification Agreement dated as of April 1, 2011, a Fourth Loan Modification Agreement dated as of October 1, 2011 and a Fifth Loan Modification Agreement of even date herewith providing for a loan in an amount not exceeding \$601,209.43 (such Promissory Note, as amended, restated or replaced from time to time, is hereinafter referred to as the "Note").

B. A condition precedent to the Assignee's renewal of the Loan is the execution and delivery by the Assignor of this Assignment.

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

$\underline{A} \underline{G} \underline{R} \underline{E} \underline{E} \underline{M} \underline{E} \underline{N} \underline{T} \underline{S}$:

- 1. <u>Definitions</u>. (I) capitalized terms which are not defined herein shall have the meanings ascribed thereto in that certain Mortgage, Security Agreement, Assignment of Rents and Leases And Fixture Filing of even date herewith, executed by the Assignor to and for the benefit of the Assignee (the "Mortgage").
- Grant of Security Interest. The Assignor hereby grants, transfers, sets over and 2. assigns to the Assignee, all of the right, title and interest of the 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 nereto 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, least termination fees, purchase option fees and other fees and expenses payable under any lease; (i.) all leases and subleases (each, a "Lease", and collectively, the "Leases"), now or hereafter existing, (12ll or any part of the Premises together with all guaranties of any of such Leases and all security decesits 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 Bankruper Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises. This Assignment is an absolute transfer and assignment of the foregoing interests to the Assignee given to secure:
 - (a) the payment by the Assignor when due of (i) the indebtedness evidenced by the Note and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to the Assignee by the Assignor under or with respect to the Note, this Assignment and all other documents securing or otherwise relating to the Loan, as amended, restated or replaced from time to time (collectively, the "Loan Documents"); and (iii) all costs and expenses paid or incurred by the Assignee in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and

- (b) the observance and performance by the Assignor of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of the Assignor or any other obligor to or benefiting the Assignee which are evidenced or secured by or otherwise provided in the Note, this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof.
- 3. <u>Representations and Warranties of the Assignor</u>. The Assignor represents and warrants to the Assignee that:
 - (a) this Assignment, as executed by the Assignor, constitutes the legal and binding obligation of the Assignor enforceable in accordance with its terms and provisions;
 - (h) the Assignor is the lessor under all Leases;
 - (c) there is no other existing assignment of the 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 the Assignor entered into any agreement to subordinate any of the Leases or the Assignor's right to receive any of the rents, issues, income or profits assigned hereunder:
 - (d) the Assignor has not executed any instrument or performed any act which may prevent the Assignee from operating under any of the terms and provisions hereof or which would limit the Assignee in such operation; and
 - (e) there are no defaults by the landlord and, to the Assignee's knowledge, there are no material defaults by tenants under any Leases.
- 4. <u>Covenants of the Assignor</u>. The Assignor covenants and agrees that so long as this Assignment shall be in effect:
 - (a) the Assignor shall not lease any portion of the Pr mises unless the Assignor obtains the Assignee's prior written consent (which consent sha'i not be unreasonably withheld) to all aspects of such lease, with the exception of residential leases having terms not in excess of two years;
 - (b) the 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 the Assignor shall not do or suffer to be done anything to impair the security thereof;
 - (c) the 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) the 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) the 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 the Assignor and the Assignee;
- (f) the 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;
- the Assignor shall not waive or excuse the obligation to pay rent under any Lease;
- (h) the 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 obligation; duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of the Assignee, including court costs and reasonable attorneys' fees, in any such action or proceeding in which the Assignee may appear;
- (i) the Assignor shall give prompt notice to the Assignee of any notice of any default by the lessor under any Lease received from any tenant or guarantor thereunder;
- (j) the Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each case to be observed and performed by the tenants and guarantors thereunder and shall immediately notify the Assignee of any material breach by the tenant or guarantor under any such Lease;
- (k) the Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured ner by or liens for general real estate taxes not delinquent;
- (I) the 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 the Assignee as mortgagee, mortgagee 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 the Assignee as security for tenant's performance under such Lease;
- (m) Not later than thirty (30) days after the end of each calendar quarter, the Assignor shall deliver to the Assignee a certified rent roll for the Premises as of the last day of such period in a form reasonably satisfactory to the Assignee.
- 5. Rights Prior to Default. Unless or until an Event of Default (as defined in Section 6) shall occur, the Assignor shall have the right to collect, at the time (but in no event more than thirty

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, the Assignor's right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to the Assignor. The 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 the 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 in the Mortgage, or (b) any other Event of Default described in the Note, the Mortgage or any of the other Loan Documents.
- Rights and Remedies Upon Default. At any time upon or following the occurrence of any Event of Default, the 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 the Assignor, without regard to the adequacy of the security for the obligation secured hereby, without releasing the Assignor or any guarantor of the Note from any obligation, 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, immediately due and payable;
 - (b) Enter upon 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 the 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 the 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 which the Assignee deems necessary or proper;
 - (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 the Assignee, without proof of default hereunder, upon receipt from the Assignee of written notice to thereafter pay all such rents and other amounts to the Assignee and to comply with any notice or demand by the 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 the Assignor shall facilitate in all reasonable ways the 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 the Assignee; and
 - (d) Make any payment or do any act required herein of the Assignor in such manner and to such extent as the Assignee may deem necessary, and any amount so paid by

the Assignee shall become immediately due and payable by the Assignor with interest thereon until paid at the rate of eleven percent per annum (the "<u>Default Rate</u>") and shall be secured by this Assignment.

- 8. <u>Application of Proceeds</u>. All sums collected and received by the 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 (Chapter 735. Sections 5/15-1101 et seq., Illinois Compiled Statutes) and, unless otherwise specified in such act, in such order as the Assignee shall elect in its sole and absolute discretion.
- <u>Limitation of the Assignee's Liability</u>. The Assignee shall not be liable for any loss sustained by the Assignor resulting from the Assignee's failure to let the Premises or from any other act or omission of the Assignee in managing, operating or maintaining the Premises following the occurrence of an Event of Default. The Assignee shall not be obligated to observe, perform or discharge, nor does the 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 the Assignor under or by reason of this Assignment. The Assignor shall and does hereby agree to indemnify, defend (using counsel reasonably satisfactory to the Assignee) and hold the Assignee harmless from and against any and all liability. loss or damage which the 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 the 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 the Assignor be liable for any liability, loss or damage which the Assignor incurs as a result of the Assignee's gross negligence or willful misconduct. Should the 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 amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by the Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon the Assignee for the care, control management or repair of the Premises or for the carrying out of any of the covenants, terms, condition, and agreements contained in any Lease, nor shall it operate to make the Assignee responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous of 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 Mortgage, and no exercise by the Assignee of any of the rights set forth herein or in the Mortgage shall constitute or be construed as constituting the Assignee a mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by the Assignce 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 the Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by the 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 the Assignee under the terms and provisions of such instruments, and the 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. The 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. <u>Further Assurances</u>. The Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as the Assignee may designate) and shall do or cause to be done such further acts, as the Assignee may request, in order to permit the Assignee to perfect, protect, preserve and maintain the assignment made to the Assignee by this Assignment.
- 12. <u>Security Deposits</u>. The Assignor acknowledges that the Assignee has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that the Assignee assures no responsibility or liability for any security so deposited.
- 13. <u>Severability</u>. 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, the Assignee and the 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. <u>Successors and Assigns</u>. This Assignment is binding upon the Assignor and its legal representatives, successors and assigns, and the rights, powers and remedies of the Assignee under this Assignment shall inure to the benefit of the Assignce and its successors and assigns.
- 15. <u>Written Modifications</u>. This Assignment shall not be amended, modified or supplemented without the written agreement of the Assignor and the Assignee at the time of such amendment, modification or supplement.
- 16. <u>Duration</u>. This Assignment shall become null and void at such time as the Assignor shall have paid the principal sum of the Note, together with all interest there on, and shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents.
- 17. <u>Governing Law</u>. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.
- 18. <u>Notices</u>. 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 the Assignor and the Assignee, as the case may be, as specified in the Mortgage.
- 19. <u>WAIVER OF TRIAL BY JURY; VENUE</u>. THE ASSIGNOR AND THE 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. THE ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST THE ASSIGNEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES. THE ASSIGNOR IRREVOCABLY AGREES THAT ALL ACTIONS ARISING, DIRECTLY OR INDIRECTLY, AS A RESULT OR CONSEQUENCE OF THIS AGREEMENT, THE NOTE OR TH Th.
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CT OF COOK CC.

EOF, the Assignor has e..
y and year first above written.

HOUSE A RL.

By:
Julian Mickelson, Manager ANY OTHER AGREEMENT WITH THE ASSIGNEE, OR THE PROPERTY AND ASSETS OF THE ASSIGNOR, SHALL BE INSTITUTED AND LITIGATED ONLY IN COURTS HAVING SITUS IN THE CIRCUIT COURT OF COOK COUNTY, FIRST CIRCUIT, ILLINOIS.

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

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STATE OF ILLINOIS)
COUNTY OF THE ACTS) SS)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Jonathan Mickelson and Julian Mickelson, the managers of House A Rest LLC, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such managers, they signed and delivered the said instrument as their 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 10th day of 0ctobe. 2012.

Notary Public

OFFICIAL SEAL
WENDELL M. HARRIS
Notary Public - State of Illinois
My Commission Expires Sep 24, 2013

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EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1:

LOT 12 IN PAWLOWSKI AND ZYGMUNTS MEDILL AVENUE RESUBDIVISION OF LOTS 32 TO 43 INCLUSIVE, IN BLOCK 2 AND OF LOTS 4 TO 10 BOTH INCLUSIVE IN BLOCK 3 IN CHICAGO HEIGHTS BEING A SUBDIVISION OF NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5113 W. MEDILL AVE., CHICAGO IL 60639

PIN: 13-33-201-016-0000

PARCEL 2:

LOT 2 (EXCEPT THE NORTH 5 FEET THEREOF) AND THE NORTH 10 FEET OF LOT 3 IN BLOCK 2 IN L.E. CRAND ALL'S GLADSTONE PARK SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 40 NORTH, RANGE13, EAST OF THE THIKD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5656 N. MASON AVE., CHICAGO, IL 60646

PIN: 13-05-426-022-0000

PARCEL 3:

LOT 48 (EXCEPT THE NORTH 66 FEET THEREOF AND EXCEPT THE EAST 125 FEET THEREOF) AND THE SOUTH 50 FEET OF THE EAST 125 FEET OF LOT 48 IN FREDERICK H. BARTLETT'S SUBDIVISION OF THE NORTH //8 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4136 N. MOBILE AVE., CHICAGO, IL 50/34 PINS: 13-17-309-079-0000 AND 13-17-309-084-0000

PARCEL 4:

UNIT NUMBERS 1H AND P-3 IN THE 4950 SOUTH KING DRIVE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 4 AND THE NORTH HALF OF LOT 5 IN BLOCK I IN HARDIN'S SUBDIVISION OF THE SOUTH OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED JUNE 16, 2005 AS DOCUMENT NUMBER 0516703113; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

COMMONLY KNOWN AS: 4950 S. KING DRIVE, UNITS 1H, CHICAGO, IL 60615

PINS: 20-10-117-022-1008 (1H) 20-10-117-022-1027 (P-3)

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PARCEL 5:

UNITS 3S IN MEGSVILLE CONDOMINIUM AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOTS 19 AND 20 IN THE SUBDIVISION OF LOTS 25 TO 26, BOTH INCLUSIVE AND LOTS 61 TO 72, BOTH INCLUSIVE, IN AJ AVERELL'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AUGUST 1, 2005 AS DOCUMENT 051332002, AS AMENDED FROM TIME TO TIME, TOGETHER WITH IT'S UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY ANOWN AS: 4240 S. CALUMET AVE, UNIT 3S, CHICAGO, IL 60653 PIN: 20-03-122 0-7, 1006 (3S)

PARCEL 6:

UNITS IN AND 2N LY THE 4744-46 SOUTH FORESTVILLE CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
LOT 23 IN THE SUBDIVISION OF BLOCK 2 IN WELLS ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0525234087. TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4744 S. FORRESTVILLE AVE, UNITS IN AND 2N, CHICAGO, IL PINS: 20-10-201-023-1001 (IN) AND 20-10-201-023-1003 (2N)

PARCEL 7A:

UNITS 4852-1B IN THE 4852 PRAIRIE CONDOMINIUM, AS DELINFNATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 11, 12, 13 AND 14 TAKEN AS A SINGLE TRACT (EXCEPT THE WEST 64.0 FEET OF THE SOUTH 36.58 FEET OF SAID TRACT) IN BLOCK 3 IN ELEANOR'S SUPDIVISION OF THE SOUTH 12 ACRES OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, (EXCEPT THE EAST 300 FEET AND EXCEPT THE SOUTH 100 FEET OF THE WEST 200 FEET AND EXCEPT THE STREETS OF THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0536419114, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4852 S. PRAIRIE AVE, UNIT 1-B, CHICAGO, IL 60615 PIN: 20-10-109-037-1002

PARCEL 7B:

PERPETUAL EASEMENT AGREEMENT DATED DECEMBER 29, 2005 (IN FAVOR OF 3561-63 W. LYNDALE, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY. ITS HEIRS, SUCCESSORS AND ASSIGNS) AND FOR THE BENEFIT OF PARCEL 10A, FOR THE PURPOSE OF INGRESS AND EGRESS AND TO PARK AUTOMOBILE VEHICLES (OVER A PORTION OF THE BURDENED PROPERTY) RECORDED DECEMBER 30, 2005 AS DOCUMENT NO. 0536419113; AS SHOWN ON THE PLAT OF SURVEY AND SET FORTH IN THE CERTIFICATE ON THE PLAT OF SURVEY OF 4852 PRAIRIE CONDOMINIUM, AFORESAID, AS FOLLOWS:

THE WEST 64.0 FEET OF THE NORTH 14.25 FEET OF THE SOUTH 36.58 FEET, TOGETHER WITH THE WEST 18.0 FEET OF THE SOUTH 9.33 FEET OF THE NORTH 23.58 FEET OF THE SOUTH 36.58 FEET OF LOTS 11, 12, 13 AND 14 TAKEN AS A SINGLE TRACT OF LAND IN BLOCK 3 IN ELEANOR'S SUBDIVISION OF THE SOUTH 12 ACRES OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 (EXCEPT THE EAST 300 FEET) AND EXCEPT THE SOUTH 100 FEET OF THE WEST 200 FEET (EXCEPT THE STREEF'S) OF THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (ALSO KNOWN AS THE "EASEMENT AREA").

PARCEL 8:

UNIT NUMBER IN IN 4613-4617 SOUTH LANGLEY CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOTS 38 AND 39 IN BLOCK 2 IN CIRCUIT COURT PARTITION OF THE EAST 15.08 CHAINS OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PENCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED JUNE 13, 2006 AS DOCUMENT NUMBER 0616431023; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4613 S. LANGLEY, UNIT 1N, CHICAGO 45. PIN: 20-03-427-040-1001

PARCEL 9:

UNIT 4055-I IN THE 4051-4059 SOUTH CALUMET AVENUE CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TO FACT OF LAND: LOTS 24, 25, 26 AND 27 IN CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN. (EXCEPT THAT PART THEREOF TAKEN FOR GRAND BOULEVARD), IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED MAY 18, 2005 AS DOCUMENT 0513803046, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4051-4059 S. CALUMET AVE., UNIT 4055-1, CHICAGO, IL 60653 PIN: 20-03-111-036-1003