This document was prepared by, and after recording, return to:

Drew J. Scott, Esq. SCOTT & KRAUS, LLC 150 South Wacker Drive, Suite 2900 Chicago, IL 60606

Permanent Tax Index Number(s):
See Attached Exhibit A.

Property Address: OSee Attached Exhibit A



Doc#: 1320533067 Fee: \$80.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 07/24/2013 11:34 AM Pg: 1 of 17

ərs use

## ASSIGNMENT OF RENTS AND LEASES

This ASSIGNMENT OF RENTS AND LEASES dated effective as of July 1, 2013 (the "Assignment"), is executed by 7735 SHEFJDAN LLC, an Illinois limited liability company ("Sheridan"); 6439 RICHMOND LLC, an Illinois limited liability company ("Richmond"); 3935-3943 W. DIVERSEY LLC, an Illinois limited liability company ("Diversey"); and 3257-3267 W. WRIGHTWOOD LLC, an Illinois limited liability company ("Wrightwood"); 1344-1354 W. WILSON LLC, an Illinois limited liability company ("1344 Wilson"); and 1216 W. WILSON LLC, an Illinois limited liability company ("1216 Wilson" and together with foregoing parties, sach being individually referred to as an "Assignor" and, collectively, as the "Assignors"), whose address is \$170 North McCormick Avenue, Suite 225, Skokie, Illinois 60076, to and for the benefit of The PrivateBank and Trust Company, an Illinois banking corporation (the "Lender"), whose address is 120 South LaSalle Street, Chicago, Illinois 60603.

### RECITALS:

A. Pursuant to the terms and conditions contained in that certain Loan Agreement dated as of even date herewith, executed by and among Assignors and the Lender (the "Loan Agreement"), the Lender has agreed to loan to the Assignor the aggregate amount of up to Ten Million Six Hundred Eighty-Seven Thousand Five Hundred and No/100 Dollars (\$10,687,500) (the "Loan"). The Loan shall be evidenced by that certain Term Note in the principal amount of Ten Million Six Hundred Eighty-Seven Thousand Five Hundred and No/100 Dollars (\$10,687,500), dated as of even date herewith and executed by the Assignor and made payable to the order of the Lender (the "Note"), which Note is due in full on its maturity date (the "Maturity Date"), except as may be accelerated pursuant to the terms hereof, of the Note, of the Loan

P TO SC Y

BOX 333-CD

Agreement or of any other document or instrument now or hereafter given to evidence or secure the payment of the Note or delivered to induce the Lender to disburse the proceeds of the Loan (the Note and the Loan Agreement, together with such other documents, as amended, restated or replaced from time to time, being collectively referred to herein as the "Loan Documents").

B. A condition precedent to Lender's making of the Loan to the Assignor is the execution and delivery by the 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:

## AGREEMENTS:

- 1. <u>Definitions</u>. All capitalized terms which are not defined herein shall have the meanings ascribed thereto in that certain Mortgage, Security Agreement, Assignment of Rents and cases and Fixture Filing dated as of even date herewith, executed jointly and severally by the Assignors to and for the benefit of Lender (the "Mortgage").
- Grant of Security Interest. Each of the Assignors hereby grants, transfers, 2. sets over and assigns to Lender, 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 hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being nereinafter 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 (each, a "Lease", and collectively, the "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 Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on This Assignment is an absolute transfer and assignment of the the Premises. foregoing interests to Lender 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 Lender by the Assignor under or with respect to the Loan Documents (as defined in the Mortgage); and (iii) all costs and expenses paid or incurred by Lender 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 Lender 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. Representations and Warranties of the Assignor. Each of the Assignors represents and warrants to Lender 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;
  - (b) 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, then 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 Assignor from operating under any of the terms and provisions hereof or which would limit Assignor in such operation; and
- (e) there are no defaults by the landlord and, to Assignor'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) With respect to non-residential leases, the Assignor shall not lease any portion of the Premises to any party unless the Assignor obtains Londer's prior written consent to all aspects of such lease, which consent shall not be ucreasonably withheld and with respect to residential leases the assignor shall not enter into any lease with a term greater than one year;
- (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 materially modify the terms and provisions of any Lease, nor shall the 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 Lender's prior written consent, which consent shall not be unreasonably withheld; provided, however, that the 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) 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;
- (g) the Assignor snall 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 obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of Lender, including court costs and reasonable attorneys' fees, in any such action or proceeding in which Lender may appear;
- (i) the Assignor shall give prompt notice to Lender of any notice of any material 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 Lease to be observed and performed by the tenants and guarantors thereunder and shall immediately notify Lender 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 hereby 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 Lender 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 Lender as security for tenant's performance under such Lease;

- (m) 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, the 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 Lender, which consent shall not be unreasonably withheld, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to the Assignor and Lender. The Assignor hereby assigns any such payment to Lender and further covenants and agrees that upon the request of Lender, it will duly endorse to the order of Lender 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, the Assignor shall have the right to perform all of the rights and obligations of the Landlord under the Lease (subject to the terms of this Assignment) including the right to collect, at the time (but in no event more than thirty days in advance) provided for the paymen 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. Lender 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 material breach by the Assignor of any of the covenants, agreements, representations, warranties or other provisions nered which is not cured or waived within the applicable grace or cure period, if any, set forth in the Mortgage, the Loan Agreement, the Guaranty, or any of the other Loan Documents, 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 upon or following the occurrence of any Event of Default, Lender, 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 obligations 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 Lender 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 Lender, 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 Lender 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, until all amounts due to Lender in connection with the Loan shall have been paid in full. 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 Lender, without giving such tenants proof of default hereunder, upon receipt from Lender of written notice to thereafter pay all such rents and other amounts to Lender and to comply with any notice or demand by Lender 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 Lender'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 Lender; and
- (d) Make any payment or do any act required herein of the Assignor in such manner and to such extent as Lender may deem necessary, and any amount so paid by Lender shall become immediately due and payable by the 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 Lender 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 Illino's Mortgage Foreclosure Law (Chapter 735, Sections 5/15-1101 et seq., Illinois Compiler Statutes) and, unless otherwise specified in such act, in such order as Lender shall elect in its sole and absolute discretion.
- 9. <u>Limitation of Lender's Liability</u>. Lender shall not be liable for any loss sustained by the Assignor resulting from Lender's failure to let the Premises or from any other act or omission of Lender in managing, operating or maintaining the Premises following the occurrence of an Event of Default, other than those resulting from the gross negligence or willful misconduct of Lender. Lender shall not be obligated to observe, perform or discharge, nor does Lender 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 Lender) and hold Lender harmless from and against any and all liability, loss or damage which Lender 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 Lender 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 Lender's gross negligence or willful misconduct. Should Lender 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 Lender 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 Lender 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 Mortgage, and no exercise by Lender of any of the rights set forth herein or in the Mortgage shall constitute or be construed as constituting Lender a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by Lender 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 Lender pursuant to the right; and powers granted to it hereunder shall be deemed to be a waiver by Lender 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 Lender under the terms and provisions of such instruments, and Lender 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. Lender 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 Lender may designate) and shall do or cause to be done such further acts, as Lender may request, in order to permit Lender to perfect, protect, preserve and maintain the assignment made to Lender by this Assignment.
  - 12. Security Deposits. The Assignor acknowledges that Lender has not

received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that Lender assumes no responsibility or liability for any security so deposited.

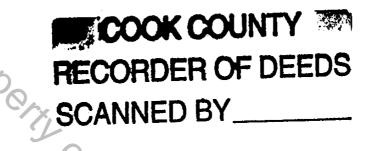
- 13. <u>Severability</u>. If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Lender and the Assignor shall negotiate an equitable adjustment in the provisions of the 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 Lender under this Assignment shall inure to the benefit of Lender and its successors and assigns.
- 15. Written Modifications. This Assignment shall not be amended, modified or supplemented without the writter, agreement of the Assignor and Lender 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 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.
- 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 Lender, as the case may be, as specified in the Loan Agreement.
- 19. WAIVER OF TRIAL BY JURY. THE ASSIGNOR AND LENDER (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, FACH 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 ASSIGNEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT,

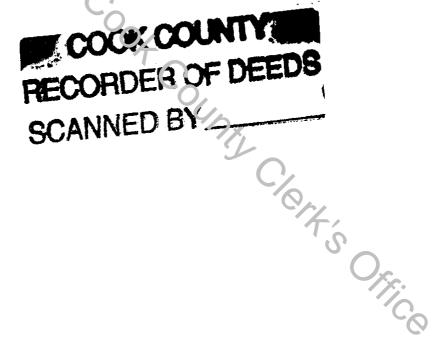
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CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

[SIGNATURES ON NEXT PAGE]





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# **UNOFFICIAL COPY**

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

liability company
By: Jonathan Bellows Name: Officeroller Its: Manager
3257-3267 W. WRIGHTWOOD LLC, an Illinois limited liability company
By: Jonation Bellows Name: By: Its: Manager
1216 W. WILSON LLC, an Illinois limited liability company
Name: Dellows  Name: Manager

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20									
SS.									
Public in and for the said County, in the State sat Jonathan Bellows, a Manager of ited liability company, who are personally known to name is subscribed to the foregoing instrument as ne this day in person and acknowledged that he ment as his own free and voluntary act and as the ted liability company, for the uses and purposes									
and notarial seal this 26th day of									
Melissa M. alul. Notary Public									
My Coumission Expires: 06-29-2016 OFFICIAL SEAL MELISSA M. ABEL									
NOTARY PUPLIC, STATE OF ILLINOIS  MY COMMISSION EXPIRES 6-29-2016  SS.									
ptary Public in and for the seid County, in the State nat, a Manager of nited liability company, who are personally known to name is subscribed to the foregoing instrument as ne this day in person and acknowledged that he ment as his own free and voluntary act and as the ted liability company, for the uses and purposes									
and notarial seal this 26th day of									
Notary Public My Commission Expires:  OFFICIAL SEAL MELISSA M. ABEL NOTARY PUBLIC, STATE OF ILLINOIS									

\_1320533067 Page: 12 of 17

STATE OF ILLINOIS	)
COUNTY OF COOK	) SS. )
aforesaid, DO HEREBY CERTIF' 3935-3943 W. DIVERSEY LLC, known to me to be the same instrument as such manager, appetrate he signed and delivered the as the free and voluntary act of stherein set forth.	A Notary Public in and for the said County, in the State Y that, a Manager of an Illinois limited liability company, who are personally person whose name is subscribed to the foregoing peared before me this day in person and acknowledged said instrument as his own free and voluntary act and said limited liability company, for the uses and purposes
GIVEN under my h June , 2015.	and and notarial seal this 26th day of
, 2010.	Melissa M. abel. Notary Public
	My Commission Expires: 06-29-2016
	OFFICIAL SEAL INFLISSA M. ABEL
STATE OF ILLINOIS	NOTARY PUPLIC, STATE OF ILLINOIS ( MY COMMISSION EXPIRES 6-29-2016)
- COOK	SS. Z
COUNTY OF COOK	
aforesaid, DO HEREBY CERTIF 3257-3267 W. WRIGHTWOOD personally known to me to be foregoing instrument as such n	a Notary Public in and for the said County, in the State Y that, a Manager of LLC, an Illinois limited liability company, who are the same person whose name is subscribed to the manager, appeared before me this day in person and and delivered the said instrument as his own free and not voluntary act of said limited liability company, for the orth.
GIVEN under my h	hand and notarial seal this $\frac{26th}{\sqrt{1400}}$ day of
	Notary Public
	My Commission Expires: 06-29-2016
	OFFICIAL SEAL MELISSA M. ABEL NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 6-29-2016

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STATE OF ILLINOIS		_								
COUNTY OFCOO	) SS )	S.								
The uraforesaid, DO HERE 1344-1354 W. WILS known to me to be instrument as such re that he signed and co as the free and voluments	SON LLC, an Illing the same personance the same personance the said the said	it Jonath nois limited on whose id before me instrument	lan Bellows liability complete name is subsethis day in pass his own f	pany, who oscribed to person and ree and v	, a Mar o are pe to the fo nd acknov oluntary	nager rsonal regoir vledge act ar	of lly ng ed nd			
GIVEN und June	er my hand , 2013.	and not	arial seal	this _2	26th o	lay	of			
	OFC	Mel Ny Com	Notary F mission Expir OFFICIAL S MELISSA M.	res: 06	<u>Lel</u> . 6-29-201	<u>6</u> _				
STATE OF ILLINOIS	3 )		TARY PUBLIC, STATE C: MMISSION EXPIRE	OF ILLINOIS \$						
OTATE OF RELITION	໌ ) S	S. XI	CI MMISSION EAPIRE	13 0-29-2010						
COUNTY OFCOO	<u>K</u> )		TOX.							
The ur aforesaid, DO HERE 1216 W. WILSON L me to be the same such manager, app signed and delivered free and voluntary therein set forth.	LC, an Illinois limi person whose na eared before me d the said instrum	ted liability of the liability of the liability of this day in the liability of the liabili	company, who company, who company, who company is the company of the company is the company of t	ws no are per e foregoir nd acknow d voluntar	, a Mar rsonally k ng instrur v:ledged y act and	nager nown ment a that b d as th	of to as he he			
GIVEN und June	ler my hand , 2013.	and no	arial seal	this _2	26th (	day	of			
		Mel	Notary I	<u>N. A.</u> Public	<u>bel</u> .					
My Commission Expires: 06-29-2016										
OFFICIAL SEAL MELISSA M. ABEL NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 6-29-2016										

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# **UNOFFICIAL COPY**

### EXHIBIT "A"

## LEGAL DESCRIPTION OF REAL ESTATE

### PARCEL 1:

### 7725 Sheridan LLC property

LOT 43 IN LOWENMEYER'S LAKESIDE TERRACE ADDITION TO EVANSTON, A SUBDIVISION OF BLOCK 1 IN OF EYER'S LAKE SHORE ADDITION TO SOUTH EVANSTON, A SUBDIVISION OF THESOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN 🔊 2735-57 N SHERIDAN, CHICAGO, IL

P.I.N.: 11-29-103-001-0000

## PARCEL 2:

## 6439 Richmond LLC property

LOT 3 AND THE NORTH 1/2 OF LOT 4, IN BLOCK 4 IN SACRAMENTO ADDITION TO ROGERS PARK, BEING A SUBDIVISION OF THE WEST 15 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 5, 1915 AS **DOCUMENT 5627127, IN COOK COUNTY, ILLINOIS.** 

COMMONLY KNOWN AS: 6439-6445 N. RICHMOND, CHICAGO, IL Clorks

P.I.N.: 10-36-325-004-0000 & 10-36-325-005-0000

#### PARCEL 3:

### 3257-3267 W. Wrightwood LLC property

LOTS 1, 2, 3 AND 4 (EXCEPT THE WEST 8 FEET OF LOT 4 AND EXCEPT THE EASY A FEET OF THE WEST 12 FEET OF THE SOUTH 50 FEET OF SAID LOT 4) IN BLOCK 5 IN THE SUBD (1510N BY HITT, RUNYAN AND ARCHER OF 39 ACRES ON THE EAST SIDE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26 TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3257-3267 W. WRIGHTWOOD, CHICAGO, IL

P.I.N.: 13-26-421-023

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# **UNOFFICIAL COPY**

### PARCEL 4:

### 3935-3943 W. Diversey LLC property

LOTS 1, 2, 3, 4 AND 5 (EXCEPT THE WEST 3.83 FEET OF LOT 5)IN BLOCK 2 IN PENNOCK IN SECTION 26 AND SECTION 27 AND SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3933-3945 W. DIVERSEY, CHICAGO, IL

P.I.N.: 13-26-300-004-0000 & 13-26-300-005-0000

PARCEL 5:

## 1344-1354 W. Wilson LLC property

LOTS 239 AND 240 IN SHERIDAN DRIVE SUBDIVISION OF THE NORTH 3/4 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION WHICH LIES NORTH OF THE SOUTH 800 FEET THEREOF AND EAST OF GREEN BAY ROAD, IN COOK COUNTY, LUNOIS.

COMMONLY KNOWN AS: 4600 N. BEACON (1:144-1354 W. WILSON), CHICAGO, IL

P.I.N.: 14-17-108-017-0000

PARCEL 6:

#### 1216 W. Wilson LLC property

LOT 49 IN SHERIDAN DRIVE SUBDIVISION OF NORTH 3/4 OF THE LAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 AND THAT FART OF THE WEST 1/2 OF SAID NORTH WEST 1/4 WHICH LIES NORTH OF THE SOUTH 800 FEET THEREOF AND EAST OF GREEN BAY ROAD, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1218-1228 W. WILSON, CHICAGO, IL

P.I.N.: 14-17-111-011-0000

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# **UNOFFICIAL COPY**

## **EXHIBIT "B"**

### Leases

Any and all leases for the residential apartments held by 7735 SHERIDAN LLC, an Illinois limited liability company and located at 7735 N. Sheridan Road, Chicago, IL 60626.

Any and all leases for the residential apartments held by 6439 RICHMOND LLC, an Illinois limited liability company and located at 6439 N. Richmond, Chicago, IL 60645.

Any and air leases for the residential apartments held by 3935-3943 W. DIVERSEY LLC, an Illinois limited liability company and located at 3933 W. Diversey, Chicago, IL 60647.

Any and all leases for the residential apartments held by 3257-3267 W. WRIGHTWOOD LLC, an Illinois limited liability company and located at 3257 W. Wrightwood, Chicago, IL 60647.

Any and all leases for the residential apartments held by 1344-1354 W. WILSON LLC, an Illinois limited liability company and located at 4600 N. Beacon / 1344-1354 W. Wilson, Chicago, IL 60640.

Any and all leases for the residential apartments held by 1216 W. WILSON LLC, an Illinois limited liability company and located at 1218-1228 W. Wilson, Chicago, IL 60640.

Store Lease dated May 14, 2007 held by 1216 W. WIL 50 N LLC, an Illinois limited liability company, as Lessor, for the property located at 1220 and 1224 W. Wilson, Chicago, IL, Kasra, Inc. d/b/a Magnolia Café and Kasra Medhat, individually, Lessee.

Store Lease dated March 1, 2009, as amended, held by 1216 W. WILSON LLC, an Illinois limited liability company, as Lessor, for the property located at 1228 W. Wilson, Chicago, IL, Rochetta, Inc. d/b/a Aardvark Insurance Agency and Lucio DiPaolo, individually, Lessee.

Store Lease dated August 1, 2003 held by 1216 W. WILSON LLC, an Illinois limited liability company, as Lessor, for the property located at 1226 W. Wilson, Chicago, IL, Lucky's Cleaners and Delgernyam Bayasgalan, Lessee.

Store Leases, as amended, held by 1216 W. WILSON LLC, an Illinois limited liability company, as Lessor, for the property located at 1222 W. Wilson, 2<sup>nd</sup> Floor East and Center, Chicago, IL, Axial Productions, Inc. Lessee.

Store Lease dated September 1, 2002, as amended, held by 1216 W. WILSON LLC, an Illinois limited liability company, as Lessor, for the property located at 1222 W. Wilson, 2<sup>nd</sup> Floor West, Chicago, IL, About Face Theater Collective, Inc., Lessee.

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# **UNOFFICIAL COPY**

Store Lease dated October 1, 2006, as amended, held by 1344-1354 W. WILSON LLC, an Illinois limited liability company, as Lessor, for the property located at 1344-1348 W. Wilson, Chicago, IL, Chicago Community Counseling Centers of Chicago, Lessee.

Store Lease dated May 31, 2007, as amended, held by 1344-1354 W. WILSON LLC, an Illinois limited liability company, as Lessor, for the property located at 1354 W. Wilson, Chicago, IL, Gabriel Allen individually and Wilson Yards, Inc., Lessee.

