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THIS DOCUMENT WAS PREPARED BY, AND AFTER RECORDING, RETURN TO:

Courtney E. Mayster MUCH SHELIST, P.C. 191 North Wacker Drive **Suite 1800** Chicago, Illinois 60606.1615

PERMANENT 122. INDEX NUMBERS AND PROPERTY ADDRESSES: Serie Ox Cook

See Exhibit "A"

1333941101 Fee: \$62.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00 Karen A.Yarbrough Gook County Recorder of Deeds

Date: 12/05/2013 12:06 PM Pg: 1 of 13

This space reserved for Recorder's use only.

ASSIGNMENT OF RENTS AND LEASES

This ASSIGNMENT OF RENTS AND LEASES dated as of November 18, 2013 (this "Assignment"), is executed by KMGCG HOLDINGS LLC - 6:9 W RANDOLPH COMMERCIAL SERIES, an Illinois limited liability company (the "Assignor), to and for the benefit of BRIDGEVIEW BANK GROUP, its successors and assigns (the "Lei der")

RECITALS:

- The Lender has agreed to loan to the Assignor the original principal amount of TWO MILLION ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,100,000.00) (the "Loan"), as evidenced by that certain Promissory Note dated even date herewith (as the same may be amended, modified, replaced or restated from time to time, the "Note"), executed by the Assignor and made payable to the order of the Lender.
- A condition precedent to the 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 Leases and Fixture Filing dated as of even date herewith, executed by the Assignor to and for the benefit of the Lender (as amended, modified or replaced from time to time, the "<u>Mortgage</u>").
- 2. Grant of Security Interest. The Assignor hereby grants, transfers, sets over and assigns to the Lender, all of the right, title and interest of the Assignor in and to (i) all of the rents, revenues, is sues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the land legally described in Exhibit "A" attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the "Premises"), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases (each, a "Lease", and collectively, the "Leases"), now or hereafter existing, of all or any part of the Piemises 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 ar, 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 Lender given to secure:
- (a) the payment by the Assignor when the 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 Lender by the Assignor under or with respect to the Lean Documents (as defined in the Note); and (iii) all costs and expenses paid or incurred by the Lender in enforcing its rights hereunder, including without limitation, court costs and reasonable attorney: 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 Lender which are evidenced or secured by or otherwise provided in the Note, this Assignment or any of the other Loan Documents, we gether with all amendments and modifications thereof.
- 3. Representations and Warranties of the Assignor. The Assignor represents and warrants to the 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 interest or any part of the Assignor's 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 Lender from operating under any of the terms and provisions hereof or which would limit the Lender in such operation; and
- (e) there are no defaults by the landlord and, to the Assignor's knowledge, there are no material defaults by tenants under any Leases.
- 4. <u>Coverants 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 Premises unless the Assignor obtains the Lender's prior written consent to all aspects of such lease;
- (b) the Assignor (nall 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. The Assignor shall not (i) release the Lability of any tenant under any Lease, (ii) consent to any tenant's withholding of rent or making mor etary 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, except as specifically provided therein, or (v) enter into any oral leases with respect to all or any portion of the Premises;
- (c) the Assignor shall not collect any of the tents, issues, income or profits assigned hereunder more than thirty (30) 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 make any material modifications to 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 the 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 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 Lender;

- (g) 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;
- (h) the Assignor shall not waive or excuse the obligation to pay rent under any Lease;
- (i) 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 the Lender, including court costs and reasonable attorneys' fees, in any such action or proceeding in which the Lender may appear;
- (j) the Assignor shall give prompt notice to the Lender of any notice of any default by the lessor under any Lease ecceved from any tenant or guarantor thereunder;
- (k) 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 the Lender of any material breach by the tenant or guarantor under any such Leave:
- (l) 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;
- (m) 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 Leader 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 Lender as security for tenant's performance under such Lease;
- (n) if any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute 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 the Lender, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to the Assignor and the Lender. The Assignor hereby assigns any such payment to the Lender and further covenants and agrees that upon the request of the Lender, it will duly endorse to the order of the Lender any such check, the proceeds of which shall be applied in accordance with the provisions of **Section 8** below; and

- (o) not later than thirty (30) days after the end of each calendar year, the Assignor shall deliver to the Lender a certified rent roll for the Premises as of the last day of such period in a form reasonably satisfactory to the Lender.
- 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 Lender shall have the right to notify the tonants 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 of 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.
- 7. Rights and Remedies Upon Default. At any time upon or following the occurrence of any Event of Default, the 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 deniand 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 the 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 the Lender, to make, enforce, modify and accept the surrer for of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which the 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. 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 Lender, without proof of default hereunder, upon receipt from the Lender of written notice to thereafter pay all such rents and other amounts to the Lender and to comply with any notice or demand by the 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 the 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 the Lender; and

- (d) make any payment or do any act required herein of the Assignor in such manner and to such extent as the Lender may deem necessary, and any amount so paid by the 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. At plication of Proceeds. All sums collected and received by the Lender out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default small be applied in accordance with the Illinois Mortgage Foreclosure Law (Chapter 735, Section, 5/15-1101 et seq., Illinois Compiled Statutes) and, unless otherwise specified in such act, in such order as the Lender shall elect in its sole and absolute discretion.
- 9. Limitation of the Lender's Liability. The Lender shall not be liable for any loss sustained by the Assignor resulting from the Lender's failure to let the Premises or from any other act or omission of the Lender in managing, operating or maintaining the Premises following the occurrence of an Event of Default. The Lender shall not be obligated to observe, perform or discharge, nor does the 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 egree to indemnify, defend (using counsel reasonably satisfactory to the Lender) and hold the Lender humless from and against any and all liability, loss or damage which the Lender may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demarks whatsoever which may be asserted against the 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 the Lender's gross negligence or willful misconduct. Should the Lender incur any such liability, loss or damage under any Le ise or under or by reason of this Assignment, or in the defense of any such claim or demand v. 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 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 the 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 the Lender of any of the rights set forth herein or in the Mortgage shall constitute or be construed as constituting the Lender a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by the 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 the Lender pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by the 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 the Lender under the terms and provisions of such instruments, and the 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. The 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 the Lender may designate) and shall do or cause to be done such further acts, as the Lender may request, in order to permit the Lender to perfect, protect, preserve and maintain the assignment made to the Lender by this Assignment.
- 12. <u>Security Deposits</u>. The Assignor acknowledges that the Lender has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that the Lender assumes no responsibility or liability for any security so deposited.
- 13. Severability. If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, the 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 the Lender under this Assignment shall inure to the benefit of the Lender 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 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, and by its acceptance thereof, the Lender agrees, at such time, to execute and deliver to the Assignor an instrument in recordable form, wherein the Lender acknowledges the termination of its rights hereunder or assigns such rights, without recourse, to the Assignor's designee.

- 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 the Lender, as the case may be, as specified in the Mortgage.
- 19. WAIVER OF TRIAL BY JURY. THE ASSIGNOR AND THE LENDER (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWENGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACCION 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 LUTURE 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 LENDER OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.
- 20. <u>COUNTERPARTS</u>. This Assignment mey be executed in any number of counterparts, all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page.

[Remainder of Page Intentionally Left Blank—Signature Page Follows]

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UNOFFICIAL COPY

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

	RANDOLPH COMMERCIAL SERIES, an Illinois limited liability company
	By: Michael Golden, Manager
	By: Thaddeus Wong, Manager
STATE OF ILLINOIS) SS.	
COUNTY OF COOK)	

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Michael Golden, Manager of KMGCG HOLDINGS LLC – 659 W RANDOLPH COMMERCIAL SERIES, an Thinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Official Seal
Melissa Hefner
Notary Public State of Illinois
My Commission Expires 02/07/2016
My Commission Expires:

SIGNATURE PAGE
ASSIGNMENT OF RENTS AND LEASES
KMGCG HOLDINGS LLC —
659 W RANDOLPH COMMERCIAL SERIES

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UNOFFICIAL COPY

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

KMGCG HOLDINGS LLC - 659 W RANDOLPH COMMERCIAL SERIES, an Illinois limited liability company

		By:		
			Michael Golden, Manager	
000		ے: By:	9	
	%	-	Thaddeus Wong, Manager	,
	7			
STATE OF ILLINOIS	Ox			
) ss.			
COUNTY OF COOK				

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Michael Golden, Manager of KMGCG HOLDINGS LLC – 659 W RANDOLPH COMMERCIAL SERIES, an Univois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial	seal this day of	, 2013.
	Notary Public	0///
	My Commission Expires:	, C

SIGNATURE PAGE
ASSIGNMENT OF RENTS AND LEASES
KMGCG HOLDINGS LLC —
659 W RANDOLPH COMMERCIAL SERIES

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UNOFFICIAL COPY

STATE OF ILLINOIS)	
) SS.	
COUNTY OF COOK)	

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Thaddeus Wong, Manager of KMGCG HOLDINGS LLC – 659 W RANDOLPH COMMERCIAL SERIES, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial sealth is day of October, 2013

Official Seal
Melissa Hefner
Notary Public State of Illinois
My Commission Expires 02/07/2016

My Commission Expires:

Notary Publid

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EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

PARCEL 1:

THAT PART OF LOTS 1 TO 10 IN BLOCK 67 IN CANAL TRUSTEE'S SUBDIVISION OF LOTS AND BLOCKS IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.47 FEET CHICAGO CITY 1'ATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.16 FEET CHICAGO CITY DATUM, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT, THENCE SOUTH 01 DEGREE 31 MINUTES 56 SECONDS EAST ALONG THE EAST LINE OF SAID TRACT A DISTANCE OF 30.41 FEET; THENCE SOUTH 88 DEGREES 58 MINUTES 56 SECONDS WEST, A DISTANCE OF 21.17 FEET, THENCE SOUTH 01 DEGREE 31 MINUTES 56 SECONDS EAST, A DISTANCE OF 13.77 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 56 SECONDS EAST, A DISTANCE OF 21.17 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 01 DEGREE 31 MINUTES 56 SECONDS EAST ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 38.17 FEET; THENCE SOUTH 88 DEGREES 58 MINUTES 56 SECONDS WEST, A DISTANCE OF 152.52 FEET; THENCE NORTH 01 DEGREE 01 MINUTES 04 SECONDS WEST, A DISTANCE OF 20.13 FEET; THENCE SOUTH 88 DEGREES 58 MINUTES 56 SECONDS WEST, A DISTANCE OF 10.25 FEET: THENCE NORTH 01 DEGREE 01 MINUTES 04 SECONDS WEST, A DISTANCE OF 63.16 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT; THENCE NORTH 89 DEGREES 18 MINUTES 59 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT A DISTANCE OF 162.04 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

UNITS P101, P103, P110, P111, P112, P113, P114, P115, P116, P117, P118, P119, P120 AND P121 IN THE R+D 659 CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOTS 1 TO 10 IN BLOCK 67 IN CANAL TRUSTEE'S SUBDIVISION OF LOTS AND BLOCKS IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0835345105, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EXCLUSIVE AND NON-EXCLUSIVE PERPETUAL EASEMENTS FOR THE BENEFIT OF PARCELS 1 AND 2 CREATED BY AND SET FORTH IN THE OPERATION AND RECIPROCAL EASEMENT AGREEMENT RECORDED DECEMBER 18, 2008 AS DOCUMENT NUMBER 0835339015.

PINS:

17-09-329-020-000 17-09-329-021-1227 17-09-329-021-1239 17-09-329-021-1246 17-09-329-021-1247 17-09-329-021-1248 17-09-329-021-1249 17-09-329-021-1250 17-09-329-021-1251 17-09-329-021-1252 17-09-329-021-1253 17-09-329-021-1254 17-09-329-021-1255 17-09-329-021-1256 17-09-329-021-1257

PROPERTY ADDRESSES:

645 WEST RANDOLPH STREET, ILLINOIS 60661

The Cook County Clarks
9, P17 P101, P103, P110, P111, P112, P113, P114, P115, P116, P117, P118, P119, P120 and P121 659 WEST RANDOLPH STREET, ILLINOIS 60661