

1404545052 Fee: \$68.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 02/14/2014 09:57 AM Pg: 1 of 16

THIS INSTRUMENT WAS PREPARED BY, AND AFTER RECORDING REPURN TO:

Polsinelli PC 900 W. 48th Place, Suite 900 Kansas City, Missouri 64112 Attn: Marla R. Bell, Esq.

> MID-CITY APARTMEN'S, LLC, as assignor (Borrower)

MC-FIVE MILE COMMERCIAL MORTGAGE FINANCE LLC, as assignee (Lender)

### ASSIGNMENT OF LEASES AND RENTS

Dated:

As of January 31, 2014

Property:

See Schedule I

County:

Cook

Tax Parcel #: See Schedule I

46455185

### ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") made as of the 31st day of January, 2014, by MID-CITY APARTMENTS, LLC, an Illinois limited liability company, having its principal place of business at 5225 West Madison Street, Chicago, Illinois 60644 ("Borrower"), as assignor, to MC-FIVE MILE COMMERCIAL MORTGAGE FINANCE LLC, a Delaware limited liability company (together with its successors and assigns, "Lender"), having an address 1330 Avenue of the Americas, 6<sup>th</sup> Floor, New York, New York 10019, as assignee.

### WITNESSETH:

WEFPEAS, this Assignment is given in connection with a loan in the principal sum of FIFTEEN M. L.ON THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$15,300,000.00) (the "Loan") made by Lender to Borrower pursuant to that certain Loan Agreement, dated as of the date hereof (as the same arry be amended, restated, replaced, supplemented, renewed, extended or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement);

WHEREAS, Borrower desires to secure the payment of the Debt and the performance of all of its obligations under the Note, the Loan Agreement and the other Loan Documents;

WHEREAS, this Assignment is piven pursuant to the Loan Agreement, and payment, fulfillment, and performance by Borrower of its obligations thereunder and under the other Loan Documents is secured hereby, and each and every term and provision of the Loan Agreement and the Note, including the rights, remedies, obligations covenants, conditions, agreements, indemnities, representations and warranties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Assignment; and

WHEREAS, Lender and Borrower intend these recitals to be a material part of this Assignment;

NOW THEREFORE, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Assignment and in consideration of the various agreements contained herein in the Loan Agreement, the Note and the other Loan Documents, and Ten Dollars (\$10.00) and other good and valuable consideration, the receipt in a sufficiency of which are hereby acknowledged, Lender and Borrower hereby agree as follows:

### **ARTICLE 1 - ASSIGNMENT**

Section 1.1 <u>Property Assigned.</u> Borrower hereby grants Lender a security interest in, and absolutely and unconditionally assigns and grants to Lender the following property, rights, interests and estates, wherever located, now owned, or hereafter acquired by Borrower:

(a) <u>Leases</u>. All leases, subleases or subsubleases, lettings, licenses, concessions or other agreements (whether written or oral and whether now or hereafter in effect), pursuant to which any Person is granted a possessory interest in, or a right to use or occupy, all or any portion of any space in those certain lots or pieces of land, more particularly described in <u>Exhibit A</u> annexed hereto and made a part hereof, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (collectively, the "**Property**") and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, lettings, licenses, concessions or other agreements entered into in connection with such

leases, subleases, subsubleases, lettings, licenses, concessions or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, and the right, title and interest of Borrower, its successors and assigns, therein and thereunder.

- (b) Other Leases and Agreements. All other leases and other agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the Property or any portion thereof now or hereafter made, whether made before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code or similar action under any other Creditors' Rights Law. This Assignment of other present and future leases and present and future agreements is intended to be effective without further or supplemental assignment. The leases and other agreements described in Subsection 1.1(a) and in this Subsection 1.1(b) are referred to individually and collectively as the "Leases".
- Rents. All rents, rent equivalents, income, receivables, revenues, receipts, insurance proceeds deposits and profits arising from the Leases and extensions, renewals or replacements thereof together with the rents, rent equivalents, income, fees, receivables, accounts, profits (including, but not limited to, timber to be cut, all oil and gas or other mineral royalties and bonuses), charges for services rendered and any and all payment and consideration of whatever form or nature received by Borrower or its agents or employees from any and all sources relating to the use, enjoyment and occupancy of the Property whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code or any similar action under any other Creditors' Rights Law (individually and collectively, the "Prents").
- (d) <u>Bankruptcy Claims</u>. All of Borrower's claims and rights (the "Bankruptcy Claims") to the payment of damages arising f om any rejection by a lessee of any Lease under the Bankruptcy Code or any similar action under any other Creditors' Rights Law.
- (e) <u>Lease Guaranties</u>. All of Borrower's right, title and interest in and claims under any and all lease guaranties, letters of credit, letter-of-credit rights and any other credit support (individually, a "Lease Guaranty", collectively, the "Lease Guaranties") given by any guarantor in connection with any of the Leases or leasing commissions (individually, a "Lease Guarantor", collectively, the "Lease Guarantors") to Borrower.
- (f) <u>Proceeds</u>. All proceeds from the sale or other disposition of the Leases, the Rents, the Lease Guaranties and the Bankruptcy Claims.
- (g) Other. All rights, powers, privileges, options and other benefits of Borrower as lessor under the Leases and beneficiary under the Lease Guaranties, including without limitation the immediate and continuing right (but not the obligation) to make claim for, receive and collect all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties of pursuant thereto (and to apply the same to the payment of the Debt), and to do all other things which Borrower or any lessor is or may become entitled to do under the Leases or the Lease Guaranties.
- (h) Entry. The right, at Lender's option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents.
- (i) Other Rights and Agreements. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (h) above, and all amendments, modifications, replacements, renewals and substitutions thereof.

#### ARTICLE 2 - TERMS OF ASSIGNMENT

Section 2.1 Present Assignment And License Back. It is intended by Borrower that this Assignment constitute a present, absolute assignment of the Leases, Rents, Lease Guaranties and Bankruptcy Claims, and not an assignment for additional security only. Nevertheless, subject to the terms of this Section 2.1 and the Cash Management Agreement, Lender grants to Borrower a revocable license to collect, receive, use and enjoy the Rents and other sums due under the Lease Guaranties and Borrower shall hold such Rents and all sums received pursuant to any Lease Guaranty, or a portion thereof sufficient to discharge all current sums due on the Debt, in trust for the benefit of Lender for use in the payment of such sums.

Section 2.2 <u>Notice To Lessees</u>. Borrower hereby irrevocably authorizes and directs the lessees named in the Leases or any other future lessees or occupants of the Property and all Lease Guarantors to pay over to Lender, or to such other party as Lender directs, all Rents and all sums due under any Lease Guaranties upon receipt from Lender of written notice that Lender is then the holder of this Assignment and that an Event of Default or Trigger Period exists or that Lender is otherwise entitled to do so pursuant to the Lean Documents, and to continue so to do until otherwise notified by Lender.

Section 2.3 L.corporation By Reference. All representations, warranties, covenants, conditions and agreements contained in the Loan Agreement and the other Loan Documents, as same may be amended, consolidated severed, restated, replaced, modified, renewed, substituted or extended, are hereby made a part of this Assignment to the same extent and with the same force as if fully set forth herein.

### **ARTICLI 3 - REMEDIES**

Section 3.1 <u>Default</u>. The occurrence of a default of any of the terms, provisions or covenants under this Assignment and/or a breach of any representation or warranty under this Assignment, subject to any applicable notice and cure periods set forth herein, shall constitute an Event of Default under the Loan Agreement. The occurrence of an Event of Default under the Loan Agreement or any other Loan Document shall constitute an "Event of Default" under this Assignment.

Section 3.2 Remedies of Lender. Upon or at any time or ring the continuance of an Event of Default, the license granted to Borrower in Section 2.1 of this Assignment shall automatically be revoked, and Lender shall immediately be entitled to possession of all Rents and sums due under any Lease Guaranties, whether or not Lender enters upon or takes control of the Property, previded, however, that upon cure of all Events of Default then continuing (to the extent that such cure is accepted by Lender in Lender's sole discretion, except to the extent that such cure is required to be accepted by Lender pursuant to applicable law), such license shall be reinstated. In addition, Lender may, it is option, without waiving such Event of Default, without regard to the adequacy of the security for the Deb., either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, dispossess Borrower and its agents and servants from the Property, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of the Property and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Property on such terms and for such period of time as Lender may deem proper and either with or without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents and sums due under all Lease Guaranties, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as Lender may deem proper and may apply the Rents and sums received pursuant to any Lease Guaranties to the payment of the following in such order and proportion as Lender in its sole discretion may determine, any law, custom or use to the contrary notwithstanding:

(a) all expenses of managing and securing the Property, including, without being limited thereto, the salaries, fees and wages of a manager or a managing agent and such other employees or agents as Lender may deem necessary or desirable and all expenses of operating and maintaining the Property, including, without limitation, all taxes, charges, claims, assessments, water charges, sewer rents, vault charges and any other liens, and premiums for all insurance which Lender may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property; and (b) the Debt, together with all costs and reasonable attorneys' fees. In addition, during the continuance of an Event of Default, Lender, at its option, may (i) complete any construction on the Property in such manner and form as Lender deems advisable, (ii) exercise all rights and powers of Borrower, including, without limitation, the right to negotiate, execute, cancel, enforce or modify any Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Fronerty and all sums due under any Lease Guaranties, (iii) require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupency of such part of the Property as may be in possession of Borrower or (iv) require Borrower to vacaie and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may or evicted by summary proceedings or otherwise.

Other Remedies. Nothing contained in this Assignment and no act done Section 3.3 or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Loan Agreement, the Note or the other Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms the recf. The right of Lender to collect the Debt and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Borrower hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or crossclaim of any nature whatsoever with respect to the obligations of Borrover under this Assignment, the Loan Agreement, the Note, the other Loan Documents or otherwise with respect to the Loan in any action or proceeding brought by Lender to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Loan Agreement, the Note or any of the other Loan Documents (provided, however, that the foregoing shall not be deemed a waiver of Borrower's right to assert any compulsory or mandatory counterclaim if such counterclaim is compelled under local law or rule of procedure, nor shall the foregoing be deemed a waiver of Bor over's right to assert any claim which would constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against Lender in any separate action or proceeding).

Section 3.4 Other Security. Lender may take or release other ecurity for the payment of the Debt, may release any party primarily or secondarily liable therefor and tray apply any other security held by it to the reduction or satisfaction of the Debt without prejudice to any of its rights under this Assignment.

Section 3.5 Non-Waiver. The exercise by Lender of the option granted it in Section 3.2 of this Assignment and the collection of the Rents and sums due under the Lease Guaranties and the application thereof as herein provided shall not be considered a waiver of any default by Borrower under the Note, the Loan Agreement, the Leases, this Assignment or the other Loan Documents. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (a) the failure of Lender to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of the Loan Agreement, the Note or the other Loan Documents, (b) the release regardless of consideration, of the whole or any part of the Property, or (c) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Loan Agreement, the Note or the other Loan Documents. Lender may

resort for the payment of the Debt to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take any action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

#### Section 3.6 Bankruptcy.

- (a) Upon or at any time during the continuance of an Event of Default, Lender shall have the right to proceed in its own name or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.
- (b) If there shall be filed by or against Borrower a petition under the Bankruptcy Code, and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender not less than ten (10) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lender shall have the right, but not the obligation, to serve upon Borrower within such ten (10) day period a notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence vithin thirty (30) days after the notice shall have been given, subject to the performance by Lender of the coverant provided for in clause (ii) of the preceding sentence.

Section 3.7 <u>Power of Attorney.</u> Borrower heachy grants Borrower's irrevocable power of attorney, coupled with an interest, to Lender, to take any and all of the actions set forth in Article 3 of this Assignment and any or all other actions designated by 1 ender for the proper management and preservation of the Property during the continuance of an Event of Default

### ARTICLE 4 - NO LIABILITY, FURTHER ASSURANCES

Section 4.1 No Liability of Lender. This Assignment shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Lender. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Property after an Event of Delault or from any other act or omission of Lender in managing the Property after an Event of Default unless such loss is caused by the willful misconduct and bad faith of Lender. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Assignment and Borrower shall, and hereby agrees to, indemnify Lender for, and to hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Leases, any Lease Guaranties or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties. Should Lender incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment and the other Loan Documents and Borrower shall reimburse Lender

therefor immediately upon demand and upon the failure of Borrower so to do Lender may, at its option, declare all sums secured by this Assignment and the other Loan Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property including, without limitation, the presence of any Hazardous Substances (as defined in the Environmental Indemnity), or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

Section 4.2 No Mortgagee in Possession. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Lender. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

Section 4.3 Further Assurances. Borrower will, at the cost of Borrower, and without expense to Lender do, execute, acknowledge and deliver all further acts, conveyances, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, require for the better assuring, conveying, assigning, transferring and confirming unto Lender the property and rights hereby assigned or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filling, registering or recording this Assignment and, on demand, will execute and deliver and here by authorizes Lender to execute in the name of Borrower to the extent Lender may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien and security interest hereof in and upon the Leases.

#### ARTICLE 5 - MISCELLANEOUS PROVISIONS

Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail.

Section 5.2 No Oral Change. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated crally, or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change discharge or termination is sought.

Section 5.3 General Definitions. All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or interest therein," the word "Lender" shall mean "Lender and any subsequent holder of the Note", the word "Note" shall mean "the Note and any other evidence of indebtedness secured by the Loan Agreement", the word "Property" shall include any portion of the Property and any interest therein, the phrases "attorneys' fees", "legal fees" and "counsel fees" shall include any and all attorney's, paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder; whenever the context may require, any pronouns used herein shall include the corresponding

### **UNOFFICIAL C**

masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

- Section 5.4 Inapplicable Provisions. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.
- Section 5.5 Governing Law. This Assignment shall be governed in accordance with the terms and provisions of Section 11.3 the Loan Agreement.
- Termination of Assignment. Upon payment in full of the Debt and Section 5.6 recordation of a satisfaction or reconveyance of the Mortgage, this Assignment shall become and be void and of no effect
- Section 5.7 Notices. All notices or other written communications hereunder shall be delivered in accordance with Section 11.6 of the Loan Agreement.
- WAIVER OF TRIAL BY JURY. Section 5.8 BORROWER HEREBY WAIVES, TO THE FULLES FEXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THIS ASSIGNMENT, THE NOTE OR THE OTHER LOAN DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER, ITS OFFICERS, EMPLOYLES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.
- Section 5.9 Exculpation. The provisions of Section 10.7 of the Loan Agreement are hereby incorporated by reference into this Assignment to the same extent and with the same force as if fully set forth herein.
- Successors and Assigns. This Assignment shall be binding upon and Section 5.10 inure to the benefit of Borrower and Lender and their respective successors and assigns forever.
- Headings, Etc. The headings and captions of various paragraphs of this Section 5.11 Assignment are for convenience of reference only and are not to be construe I as defining or limiting, in any way, the scope or intent of the provisions hereof. Office

[NO FURTHER TEXT THIS PAGE]

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IN WITNESS WHEREOF, Borrower has executed this instrument the day and year first above written.

#### **BORROWER:**

MID-CITY APARTMENTS, LLC,

an Illinois limited liability company

By: MID-CITY INVESTMENTS CORP.,

an Illinois corporation

Name: Wafiki Khalil
Title: President

STATE OF Tilinois

COUNTY OF Couk

SS.

On this 24th day of January, 2014, before me, a Notary Public in and for said state, persorelly appeared Wafika Khalil, an individual, who being by me duly sworn did say that he/she is the President of MID-CITY INVESTMENTS CORP., an Illinois corporation, the managing member of MID-CITY APARTMENTS, LLC, an Illinois limited liability company, and that the within instrument was signed and sealed in behalf of said limited liability company by authority of its member and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public in and for Said County and State

SREERAM NATARAJAN

(Type, print or stamp the Notary surge below his or her signature)

My Commission Expires:

4/11/16

Official Seal Sreeram Natarajan Notary Public State of Illinois My Commission Expires 04/11/2016

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#### **EXHIBIT A**

### **Legal Description of Property**

#### PARCEL 1:

LOTS 1 AND 2 IN BLOCK 1 IN CENTRAL PARK ADDITION TO CHICAGO BEING THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF BARRY POINT ROAD IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

10-18 South Homan

Chicago, Illinois 60624

PIN:

16-14-201-030-1001 16-14-201-030-1002 16-14-201-030-1003 16-14-201-030-1004 16-14-201-030-1005 16-14-201-030-1006 16-14-201-030-1007 16-14-201-030-1008 16-14-201-030-1009

16-14-201-030-1010 16-14-201-030-1011 16-14-201-030-1012 16-14-201-030-1013 16-14-201-030-1014

16-14-201-030-1015

#### PARCEL 2:

LOT 25 AND LOT 26 (EXCEPT THE WEST 11 FEET THEREOF) IN SPITIGAN'S HARRISON STREET AND CENTRAL AVENUE SUBDIVISION OF LOTS 141, 14 2, 14 3 AND 144 (EXCEPT STREET) IN SCHOOL TRUSTEES' SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

5501-5505 West Congress Parkway

3/0/4/5

Chicago, Illinois 60644

PIN:

16-16-120-023-0000

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#### PARCEL 3:

THE WEST 1/2 OF LOT 23 AND ALL OF LOT 24 IN BLOCK 5 IN DERBY'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

5059 West Maypole Avenue/169 North LeClaire Avenue

Chicago, Illinois 60644

16-09-415-001-0000

PARCEL 4

LOTS 13, 14 AND 15 N SECRIST'S SUBDIVISION OF LOT 80 IN SCHOOL TRUSTEE'S SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE MEN
(8-26 South La, hicago, Illinois 60c)
16-16-122-023-0000 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

PIN:

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#### PARCEL 5:

THE NORTH 62 1/2 FEET OF THE SOUTH 287 1/2 FEET OF THE EAST 1/2 (EXCEPT THE WEST 10 FEET THEREOF) OF BLOCK 10 IN FRINK'S RESUBDIVISION OF THE NORTH 36 1/4 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, AND THE NORTH 36 1/4 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 3 9 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A RESUBDIVISION OF LOTS 1, 2, 3, 4, 5, 6, 7, AND 8 OF THE SUPERIOR COURT PARTITION OF THE ABOVE DESCRIBED LAND KNOWN AS FRINK'S SUBDIVISION, IN COOK COUNTY, ILLINOIS.

PARCEL o:

THE NORTH 62 1/2 FEET OF THE SOUTH 350 FEET OF THE EAST 1/2 OF BLOCK 10 (EXCEPT THE WEST 10 FEET) IN FRINK'S RESUBDIVISION OF THE NORTH 36 1/4 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8 AND THE NORTH 36 1/4 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

227-234 North Pine Avenue

Chicago !!!inois 60644

PIN:

16-09-308-025-0000 16-09-308-025-0000

PARCEL 7:

THE SOUTH 1/2 OF LOT 44 AND ALL OF LOTS 45 AND 46 (EXCEPT THE EAST 7 FEET OF SAID LOTS CONVEYED TO THE TOWN OF CICERO FOR STREET) IN BLOCK 2 IN HENRY WALLER'S SUBDIVISION OF THE SOUTH 43 3/4 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 8:

LOTS 42, 4 3 AND THE NORTH 1/2 OF LOT 44 (EXCEPT THE EAST 7 FEET OF SAID LOTS) IN BLOCK 2 IN HENRY WALLER'S SUBDIVISION OF THE SOUTH 43 3/4 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

110-124 North Parkside Avenue

Chicago, IL 60644

PIN:

16-08-416-025-0000 16-08-416-026-0000

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#### PARCEL 9:

LOT 3 AND THE EAST 1/2 OF LOT 4 AND THE EAST 3 FEET OF THE WEST 1/2 OF LOT 4 IN FRINK AND ULLMAN'S ADDITION TO AUSTIN, A SUBDIVISION OF LOTS 21 TO 26, INCLUSIVE, (EXCEPT THE WEST 7 FEET) AND LOTS 47 TO 52, INCLUSIVE, (EXCEPT THE EAST 7 FEET) IN BLOCK 2 (AND ALLEY) IN WALLER'S SUBDIVISION OF THE SOUTH 43 3/4 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10.

LOTS 1 AND 2 IN FRINK AND ULLMANN'S ADDITION TO AUSTIN, BEING A SUBDIVISION OF LOTS 21 TO 26 (EXCEPT THE WEST 7 FEET THEREOF) AND LOTS 47 TO 52 (EXCEPT THE EAST 7 FEET THEREOF) ALSO THAT PART OF THE ALLEY LYING BETWEEN SAID LOTS ALL IN BLOCK 2 IN HENRY WALLER'S SUBDIVISION OF THE SOUTH 43 3/4 ACKES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

544-5656 ; Thicage IL 6065 16-08-416-031-0000 16-08-416-032-6000 COMMONLY KNOWN AS:

PIN:

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#### PARCEL 11:

LOTS 45, 46, 47 AND 48 IN BLOCK 30 IN THE SUBDIVISION OF THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

4200-06 West Washington Boulevard/

112-116 North Keeler Avenue

Chicago, Illinois 60624

PIN:

16-10-419-038-0000

PARCEL 12:

LOTS 47 AND 48 IN BLOCK 28 IN THE SUBDIVISION OF THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH PANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

4.400-02 West Washington Boulevard/

115-218 North Kostner Avenue

Chicago Hinois 60624

PIN:

16-10-327-027-0000

PARCEL 13:

THE EAST 5 FEET 8 INCHES OF LOT 31, AND LOTS 32, 33, 24 AND 35, AND THE WEST 13 FEET 7 3/4 INCHES OF LOT 36, ALL IN BLOCK 8 IN DEABY'S ADDITION TO CHICAGO, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

5030-5046 West Washington Boulevard

Chicago, IL 60644

PIN:

16-09-422-021-0000

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#### PARCEL 14:

LOTS 99, 100, 101, AND 102 IN DR. I. SCOTT'S ADDITION TO CHICAGO, BEING A SUBDIVISION TO NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

351-57 South Homan Avenue/ 3350-52 West Van Buren Street

Chicago, Illinois 60624

DINI-

16-14-221-015-0000

PARCEL 15:

LOT 17 AND THE EAST 32 FEET OF LOT 18 IN HIGH RIDGE BEING A SUBDIVISION OF LOTS 41 TO 52, PACLUSIVE, IN THE FOURTH DIVISION OF SOUTH SHORE SUBDIVISION OF THE NORTH FRACTIONAL 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

7436-46 South Kingston Avenue/2473-75 East 74<sup>th</sup> Street

Chicago, Illinois 60649

PIN:

21-30-117-010-5000

PARCEL 16:

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PARCEL 17:

LOTS 1, 2 AND 3 IN BLOCK 6 IN SOUTH SHORE PARK, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT STREETS) OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

7600-10 South Essex/2447 East 76<sup>th</sup> Street

Chicago, Illinois 60649

PIN:

21-30-308-015-0000

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#### SCHEDULE I

| Property                            | Tax Parcel Number               |
|-------------------------------------|---------------------------------|
| 4200-4206 W. Washington Boulevard   | 16-10-419-038-0000              |
| 112-116 N. Keeler Avenue            |                                 |
| Chicago, IL 60624                   |                                 |
| 4400-4402 W. Washington             | 16-10-327-037-0000              |
| 110-118 N. Kostner                  | 10 10-327-037-0000              |
| Chicago, IL 60624                   |                                 |
| 5030-5046 N. Washington Boulevard   | 16-09-422-021-0000              |
| Chicago, IL 50644                   | 10 07 122 021-0000              |
| 7600-7610 S. Less.                  | 21-30-308-015-0000              |
| 2447 E. 76 <sup>th</sup> Stree.     | 27 30 300 013-0000              |
| Chicago, IL 60649                   |                                 |
| 351-357 S. Homan Avenue             | 16-14-221-015-0000              |
| 3350-3352 W. Van Buren Street       |                                 |
| Chicago, IL 60624                   |                                 |
| 224-234 N. Pine Avenue              | 16-09-308-026-0000              |
| Chicago, IL 60644                   | 16-09-308-025-0000              |
| 5501-5505 W. Congress Parkway       | 16-16-120-023-0000              |
| Chicago, II. 60644                  | 10 10 120-025-0000              |
| 10-18 S. Homan                      | 16-14-201-030-1001 through 1015 |
| Chicago, IL 60624                   | 7×.                             |
| 518-526 S. Laramie Avenue           | 16-16-122-023-0000              |
| 5200 West Harrison Street           |                                 |
| Chicago, IL 60644                   |                                 |
| 059 W. Maypole Avenue               | 16-09-412 201-0000              |
| 69 N. LeClaire Avenue               | 0.0                             |
| Chicago, IL 60644                   | 0.                              |
| 644-5656 W. Washington              | 16-08-416-031-0000              |
| Chicago, IL 60644                   | 16-08-416-032-0000              |
| 10-124 N. Parkside Avenue           | 16-08-416-025-0000              |
| Thicago, IL 60644                   | 16-08-416-026-0000              |
| 436-7446 S. Kingston Avenue         | 21-30-117-010                   |
| 473-2475 E. 74 <sup>th</sup> Street |                                 |
| hicago, IL 60649                    |                                 |