

# UNOFFICIAL COPY

*Prepared By +*

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Dykema Gossett PLLC  
10 South Wacker Drive  
Suite 2300  
Chicago, Illinois 60606  
Attn: Michael D. Rothstein, Esq.



Doc#: 1405642069 Fee: \$66.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 02/25/2014 01:45 PM Pg: 1 of 15

*89349830 2/25/14*

## ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of January 16, 2014 by and from 4K DIVERSEY PARTNERS, LLC, an Illinois limited liability company ("Borrower"), to and for the benefit of THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank, its successors and assigns ("Lender").

### RECITALS:

A. Borrower is the owner of certain real property located in Cook County, State of Illinois more particularly described in Exhibit A attached hereto ("Property").

B. Lender has agreed to make a loan to Borrower in the maximum principal amount of \$6,000,000.00 (the "Loan") pursuant to that certain letter loan agreement of even date herewith by and between Borrower and Lender (the "Loan Agreement"). The Loan is evidenced by a Promissory Note of even date herewith from Borrower to Lender in the original principal amount of \$6,000,000.00 (the "Note").

C. The Loan is secured by: (i) that certain Construction Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents of even date herewith on the Property (the "Mortgage"), and (ii) certain other documents evidencing or securing the Loan (together with the Note, the Loan Agreement and the Mortgage, the "Loan Documents").

D. The obligations of Borrower under the Loan Agreement, the Note, the Mortgage, this Assignment, and the other Loan Documents are collectively referred to herein as the "Obligations".

E. Borrower is required as a condition to the making of the Loan to transfer and assign to Lender all of Borrower's right, title and interest in, to and under the Leases and Rents (as defined below).

### AGREEMENT:

NOW, THEREFORE, as an inducement for the making of the Loan, Borrower hereby represents, warrants, covenants and agrees as follows:

**Box 400-CTCC**

S Y  
P 15  
S N  
SC Y  
INT AK

# UNOFFICIAL COPY

1. **Definitions.** As used herein, the following terms shall have the following meanings:

“**Event of Default**” means an Event of Default, as defined in the Loan Agreement.

“**Leases**” means all leases, subleases, rental contracts, occupancy agreements, licenses and other arrangements (in each case whether existing now or in the future) pursuant to which any person or entity occupies or has the right to occupy or use any portion of the Property, and includes (a) any supplement, modification, amendment, renewal or extension of any Lease and (b) any security or guaranty for any Lease.

“**Lessees**” means the lessees under the Leases or any subtenants or occupants of the Property.

“**Rents**” means all rents, issues, income, revenues, royalties, profits and other amounts now or in the future payable under any of the Leases, including those past due and unpaid.

Capitalized terms used in this Assignment and not otherwise defined are used as defined in the Mortgage.

2. **Assignment.** As security for the payment and performance of the Obligations, Borrower hereby absolutely and unconditionally transfers, sets over and assigns to Lender all present and future right, title and interest of Borrower in, to and under the Leases and the Rents, together with all advance payments, security deposits and other amounts paid or payable to or deposited with Borrower under any of the Leases and all other rights and interests of Borrower under or in respect of any of the Leases. This Assignment is intended to be and is an absolute present assignment from Borrower to Lender, it being intended hereby to establish a complete and present transfer of all Leases and Rents with the right, but without the obligation, to collect all Rents.

3. **License.** Except as hereinafter set forth, Borrower shall have a license to collect the Rents accruing under the Leases as they become due (“**License**”), but not more than one (1) month in advance, and to enforce the Leases. Subject to Section 8.1 hereof, the License shall automatically terminate upon the occurrence of an Event of Default. Borrower covenants and agrees that in exercising its License it shall hold all Rents in trust and shall apply the same first to the payment of the reasonable expenses of owning, maintaining, repairing, operating and renting the Property, and then to payment of the Obligations to the extent the Obligations are then due.

4. **Representations and Warranties.** Borrower hereby represents and warrants to Lender that: (a) Borrower is the absolute owner of the entire lessor’s interest in each of the Leases, with absolute right and title to assign the Leases and the Rents; (b) to Borrower’s knowledge, the Leases are valid, enforceable and in full force and effect and have not been modified, amended or terminated; (c) there are no outstanding assignments or pledges of the Leases or of the Rents and no other party has any right, title or interest in the Leases or the Rents; (d) there are no existing defaults under the provisions of the Leases on the part of the lessor and to Borrower’s knowledge, there are no existing defaults under the provisions of the Leases on the part of the Lessees thereunder; (e) to Borrower’s knowledge, no Lessee has any

# UNOFFICIAL COPY

defense, set-off or counterclaim against Borrower; (f) except as disclosed in writing to Lender, no Lessee has any purchase option or first refusal right or any right or option for additional space with respect to the Property; (g) Borrower has not accepted prepayments of installments of rent or any other charges under any Lease for a period of more than one (1) month in advance; and (h) to Borrower's knowledge, except as otherwise disclosed to Lender in writing, all work required to be performed by Borrower, as landlord, as of the date hereof under any Lease has been completed in accordance with the provisions of the Lease.

## 5. Covenants of Borrower.

5.1 New Leases and Lease Terminations and Modifications. Borrower shall not enter into, cancel, surrender or terminate (except as a result of a material default by the Lessee thereunder and failure of such Lessee to cure the default within the applicable time periods set forth in the Lease), amend or modify any Lease, or make any subsequent assignment or pledge of a Lease, or consent to the subordination of the interest of any Lessee in any Lease, or consent to any assignment by any Lessee or any subletting, without the prior written consent of Lender, which consent shall not be unreasonably withheld. Any attempt to do any of the foregoing without the prior written consent of Lender (if such consent is required) shall be null and void.

5.2 Performance under Leases. The Borrower shall observe and perform all of the material covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and the Borrower shall not do or suffer to be done anything to impair the security thereof. The Borrower shall not (i) release the liability of any Lessee under any Lease or any guaranty thereof, (ii) consent to any Lessee's withholding of rent or making monetary advances and off-setting the same against future rentals, (iii) consent to any Lessee's claim of a total or partial eviction, (iv) consent to a termination or cancellation of any Lease, except as specifically provided above or in such Lease, or (v) enter into any oral leases with respect to all or any portion of the Property;

5.3 Collection of Rents. The Borrower shall not collect any of the Rents, 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;

5.4 Further Assignment. The Borrower 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, except as specifically permitted by the Loan Documents;

5.5 Lease Guaranty. The Borrower 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;

5.6 Waive Rental Payments. The Borrower shall not waive or excuse the obligation to pay rent under any Lease;

5.7 Defending Actions. The Borrower shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in

# UNOFFICIAL COPY

any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any Lessee or guarantor thereunder, and shall pay all actual out-of-pocket 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;

5.8 Enforcement. The Borrower shall enforce the observance and performance of each material covenant, term, condition and agreement contained in each Lease to be observed and performed by the Lessees and guarantors thereunder;

5.9 Notice. Borrower shall immediately notify the Lender of any material breach by a Lessee or guarantor under any Lease;

5.10 Subordination. The Borrower 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;

5.11 Bankruptcy of Lessee. If any Lessee 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 Borrower 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 Borrower and the Lender. The Borrower 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; and

5.12 Rent Rolls. Not later than thirty (30) days after the end of each calendar quarter, the Borrower shall deliver to the Lender a certified rent roll for the Property as of the last day of such period in a form reasonably satisfactory to the Lender.

6. Cancellation of Lease. In the event that any Lease permits cancellation thereof on payment of consideration and the privilege of cancellation is exercised, the payments made or to be made by reason thereof are hereby assigned to Lender, and if an Event of Default has occurred, shall be applied, at the election of Lender, to the Obligations in whatever order Lender shall choose in its discretion or shall be held in trust by Lender as further security, without interest, for the payment of the Obligations. Prior to such Event of Default, Borrower may use and apply such termination payments to expenses of the Property.

7. Lender's Rights Upon Lessee Bankruptcy. Upon the occurrence of an Event of Default, and if a Lessee under a Lease files or has filed against it any petition in bankruptcy or for reorganization, or undertakes or is subject to similar action, Lender shall have, and is hereby assigned by Borrower, all of the rights which would otherwise inure to the benefit of Borrower in such proceedings, including, without limitation, the right to seek "adequate protection" of its interests, to compel rejection of any Lease, and to seek such claims and awards as may be sought or granted in connection with the rejection of such Lease. Unless otherwise consented to by Lender in writing, Lender's exercise of any of the rights provided herein shall preclude Borrower

# UNOFFICIAL COPY

from the pursuit and benefit thereof without any further action or proceeding of any nature. Lender, however, shall not be obligated to make timely filings of claims in any bankruptcy, reorganization or similar action, or to otherwise pursue creditor's rights therein.

## 8. Default of Borrower.

8.1 Remedies. Upon the occurrence of an Event of Default, Borrower's License to collect Rents shall immediately cease and terminate, unless Lender shall otherwise notify Borrower in writing that such License is not being terminated by Lender. Lender shall thereupon be authorized at its option to enter and take possession of all or part of the Property, subject to applicable laws, in person or by agent, employee or court appointed receiver, and to perform all acts necessary for the operation and maintenance of the Property in the same manner and to the same extent that Borrower might reasonably so act. In furtherance thereof, Lender shall be authorized, but under no obligation, to cause the appointment of a receiver in accordance with applicable laws to collect the Rents arising from the Leases, and to enforce performance of any other terms of the Leases including, but not limited to, Borrower's rights to fix or modify rents, sue for possession of the leased premises, relet all or part of the leased premises, and collect all Rents under such new Leases. Borrower shall also pay to Lender, promptly upon any Event of Default: (a) all rent prepayments and security or other deposits paid to Borrower pursuant to any Lease assigned hereunder; and (b) all charges for services or facilities or for escalations which have theretofore been paid pursuant to any such Lease to the extent allocable to any period from and after such Event of Default. Lender will, after payment of all proper costs, charges and any damages, apply the net amount of such Rents to the Obligations. Lender shall have sole discretion as to the manner in which such Rents are to be applied, the reasonableness of the costs to which they are applied, and the items that will be credited thereby, provided, however, that Lender shall refund security deposits to Lessees in accordance with their respective Leases and applicable laws.

8.2 Notice to Lessee. Borrower hereby irrevocably authorizes each Lessee, upon demand and notice from Lender of the occurrence of an Event of Default, to pay all Rents under the Leases to Lender. Borrower agrees that each Lessee shall have the right to rely upon any notice from Lender directing such Lessee to pay all Rents to Lender, without any obligation to inquire as to the actual existence of an Event of Default, notwithstanding any notice from or claim of Borrower to the contrary. Borrower shall have no claim against any Lessee for any Rents paid by Lessee to Lender.

8.3 Assignment of Defaulting Borrower's Interest in Lease. Lender shall have the right to assign Borrower's right, title and interest in and to the Leases to any person acquiring title to the Property through foreclosure or otherwise, in each case in accordance with applicable laws. Such assignee shall not be liable to account to Borrower for the Rents thereafter accruing.

8.4 No Waiver. Lender's failure to avail itself of any of its rights under this Assignment for any period of time, or at any time or times, shall not constitute a waiver thereof. Lender's rights and remedies hereunder are cumulative, and not in lieu of, but in



# UNOFFICIAL COPY

addition to, any other rights and remedies Lender has under the Loan Agreement, the Note, the Mortgage and any of the other Loan Documents. Lender's rights and remedies hereunder may be exercised as often as Lender deems expedient.

8.5 **Costs and Expenses.** The actual cost and expenses (including any receiver's fees and fees) incurred by Lender pursuant to the powers contained in this Assignment shall be immediately reimbursed by Borrower to Lender on demand, shall be secured hereby and, if not paid by Borrower, shall bear interest from the date due at the Default Rate (as defined in the Note). Lender shall not be liable to account to Borrower for any action taken pursuant hereto, other than to account for any Rents actually received by Lender.

9. **Indemnification of Lender.** Borrower hereby agrees to indemnify, defend, protect and hold Lender harmless from and against any and all liability, loss, cost, expense or damage (including reasonable attorney fees) that Lender may or might incur under the Leases or by reason of this Assignment provided, however, that Borrower shall not have any obligation hereunder to Lender with respect to matters caused by or resulting from the willful misconduct or gross negligence of Lender. Such indemnification shall also cover any and all claims and demands that may be asserted against Lender under the Leases or this Assignment. Nothing in this section shall be construed to bind Lender to the performance of any Lease provisions, or to otherwise impose any liability upon Lender, including, without limitation, any liability under covenants of quiet enjoyment in the Leases in the event that any Lessee shall have been joined as party defendant in any action to foreclose the Mortgage and shall have been barred thereby of all right, title, interest, and equity of redemption in the Property. This Assignment imposes no liability upon Lender for the operation and maintenance of the Property or for carrying out the terms of any Lease before Lender has entered and taken possession of the Property. Any loss or liability incurred by Lender by reason of actual entry and taking possession under any Lease or this Assignment or in the defense of any claims shall, at Lender's request, be immediately reimbursed by Borrower. Such reimbursement shall include interest at the Default Rate provided in the Note, costs, expenses and reasonable attorney fees. Lender may, upon entry and taking of possession, collect the Rents and apply them to reimbursement for any such loss or liability. The provisions of this Section 9 shall survive repayment of the Obligations and any termination or satisfaction of this Assignment.

10. **Additions to, Changes in and Replacement of Obligations.** Lender may take security in addition to the security already given Lender for the payment of the Obligations or release such other security, and may release any party primarily or secondarily liable on the Obligations, may grant or make extensions, renewals, modifications or indulgences with respect to the Obligations or the Mortgage and replacements thereof, which replacements of the Obligations or the Mortgage may be on the same terms as, or on terms different from, the present terms of the Obligations or the Mortgage, and may apply any other security held by it to the satisfaction of the Obligations, without prejudice to any of its rights hereunder.

11. **Power of Attorney.** In furtherance of the purposes of this Assignment, Borrower hereby appoints Lender as Borrower's attorney-in-fact, with full authority in the place of Borrower, at the option of Lender at any time after the occurrence of an Event of Default, and in the name of Borrower or Lender, to (a) collect, demand and receive the Rents and other amounts

# UNOFFICIAL COPY

payable under any Lease, (b) bring suit and take other action to enforce the Leases, (c) enforce, supplement, modify, amend, renew, extend, terminate and otherwise administer the Leases and deal with Lessees in relation to the Leases, (d) give notices, receipts, releases and satisfactions with respect to the Leases and the Rents and other amounts payable under any Lease, and (e) take such other action as Lender may reasonably deem necessary or advisable in connection with the exercise of any right or remedy or any other action taken by Lender under this Assignment.

12. **No Mortgagee in Possession; No Other Liability.** The acceptance by Lender of this Assignment, with all of the rights, power, privileges and authority so created, shall not, prior to entry upon and taking of possession of the Property by Lender, be deemed or construed to: (a) constitute Lender as a mortgagee in possession nor place any responsibility upon Lender for the care, control, management or repair of the Property, nor shall it operate to make Lender responsible or liable for any waste committed on the Property by any Lessee, occupant or other party, or for any dangerous or defective condition of the Property, nor thereafter at any time or in any event obligate Lender to appear in or defend any action or proceeding relating to the Leases or to the Property; (b) require Lender to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases; or (c) require Lender to assume any obligation or responsibility for any security deposits or other deposits delivered to Borrower by Lessees and not assigned and delivered to Lender. Lender shall not be liable in any way for any injury or damage to person or property sustained by any person in or about the Property.

13. **Termination of Assignment.** Lender shall terminate and release this Assignment as to all or a portion of the Property to the same extent as the Mortgage is released in whole or in part.

14. **Miscellaneous.**

14.1 **Severability.** If any term of this Assignment or the application hereof to any person or set of circumstances, shall to any extent be invalid or unenforceable, the remainder of this Assignment, or the application of such provision or part thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent consistent with applicable law.

14.2 **Captions.** The captions or headings at the beginning of each section hereof are for the convenience of the parties only and are not part of this Assignment.

14.3 **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall be construed together and shall constitute one instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

14.4 **Notices.** All notices or other written communications hereunder shall be given in the manner set forth in the Mortgage.

# UNOFFICIAL COPY

14.5 Modification. No amendment, modification or cancellation of this Assignment or any part hereof shall be enforceable without Lender's prior written consent.

14.6 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the state in which the Property is located.

14.7 Successors and Assigns; Gender; Joint and Several Liability. The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and all subsequent owners of the Property, and all subsequent holders of the Note and the Mortgage, subject in all events to the provisions of the Mortgage regarding transfers of the Property by Borrower. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case. If there is more than one (1) party constituting Borrower, all obligations of each Borrower hereunder shall be joint and several.

14.8 Expenses. Borrower shall pay on demand all actual out-of-pocket costs and expenses incurred by Lender in connection with the review of Leases, including reasonable fees and expenses of Lender's outside counsel.

15. WAIVER OF JURY TRIAL. BORROWER AND LENDER, BY ITS ACCEPTANCE HEREOF, HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG BORROWER AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT, OR ANY RELATIONSHIP BETWEEN BORROWER AND LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE LOAN DESCRIBED HEREIN AND IN THE OTHER LOAN DOCUMENTS.

16. JURISDICTION AND VENUE. BORROWER HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY BORROWER AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS ASSIGNMENT SHALL BE LITIGATED IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS OR, IF LENDER INITIATES SUCH ACTION, ANY COURT IN WHICH LENDER SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. BORROWER HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY LENDER IN ANY OF SUCH COURTS, AND HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO BORROWER AT THE ADDRESS TO WHICH NOTICES ARE TO BE SENT PURSUANT TO THE MORTGAGE. BORROWER WAIVES ANY CLAIM THAT COOK COUNTY, ILLINOIS OR THE



# UNOFFICIAL COPY

NORTHERN DISTRICT OF ILLINOIS IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. THE EXCLUSIVE CHOICE OF FORUM FOR BORROWER SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT BY LENDER OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING BY LENDER OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND BORROWER HEREBY WAIVES THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**COOK COUNTY**  
**RECORDER OF DEEDS**  
**SCANNED BY \_\_\_\_\_**

**COOK COUNTY**  
**RECORDER OF DEEDS**  
**CLERK'S OFFICE**

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

IN WITNESS WHEREOF, Borrower has caused this Assignment to be duly executed as of the day and year first above written.

**BORROWER:**

**4K DIVERSEY PARTNERS, LLC**, an Illinois limited liability company

By: *Ann Pini*  
Its: *Manager*

Property of Cook County Clerk's Office

**COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_**

**COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_**

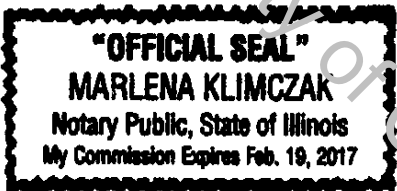
4085722.2  
Assignment of Leases

# UNOFFICIAL COPY

STATE OF Illinois )  
 ) SS.  
COUNTY OF Cook )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Aaron Paris, the Manager of 4K DIVERSEY PARTNERS, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10th day of January, 2014.



Marlena Klimczak  
Notary Public

My Commission Expires:

02/19/2017

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

# UNOFFICIAL COPY

## EXHIBIT "A"

### LEGAL DESCRIPTION

#### PARCEL 1:

LOTS 1 TO 7 BOTH INCLUSIVE IN WALTER E. OLSON'S OWNERS DIVISION OF PART OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST 1/4 OF SECTION 27 TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

#### PARCEL 2:

THAT CERTAIN STRIP, BELT OR PARCEL OF LAND SITUATED IN THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 340 FEET NORTH OF THE SOUTH LINE AND 133 FEET WEST OF THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 27, AND RUNNING THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 743.73 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ON AN ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST, TANGENT TO THE LAST DESCRIBED STRAIGHT LINE, AND HAVING A RADIUS OF 565.19 FEET, A DISTANCE OF 640.3 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF SAID SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST 1/4 OF SECTION 27; THENCE WEST ALONG SAID NORTH LINE A DISTANCE OF 20.9 FEET, MORE OR LESS, TO THE EASTERLY RIGHT OF WAY LINE OF SAID CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 30.64 FEET; MORE OR LESS TO ITS POINT OF INTERSECTION WITH THE NORTHERLY LINE OF LOT 5 OF WALTER L. OLSON'S OWNERS DIVISION OF PART OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST 1/4 OF SECTION 27, AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 19, 1942 AS DOCUMENT 12844295; THENCE SOUTHEASTERLY ON A STRAIGHT LINE A DISTANCE OF 76.4 FEET TO A POINT OF CURVE; SAID POINT OF CURVE BEING 17 FEET SOUTHWESTERLY FROM THE ARC OF THE CIRCLE BEFORE DESCRIBED MEASURED ALONG ITS RADIAL LINE; THENCE SOUTHEASTERLY ON THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST TANGENT TO THE LAST DESCRIBED STRAIGHT LINE HAVING A RADIUS OF 582.19 FEET AND BEING CONCENTRIC WITH THE FIRST DESCRIBED CIRCLE, A DISTANCE OF 562.1 FEET TO A POINT OF TANGENT, SAID POINT OF TANGENT BEING 323 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER SECTION AND 17 FEET SOUTH, MEASURED ON THE RADIAL LINE FROM THE FIRST MENTIONED POINT OF CURVE; THENCE EAST ON A STRAIGHT LINE 323 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 743.79 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION, A DISTANCE OF 17 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY ILLINOIS

#### PARCEL 3:

THAT PART OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF WEST GEORGE STREET (SAID SOUTH LINE BEING A LINE 11 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4) AT A POINT WHICH IS 658.56 FEET (AS MEASURED ALONG SAID SOUTH LINE) WEST FROM THE WEST LINE OF NORTH PULASKI ROAD (SAID WEST LINE BEING A LINE 33 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID NORTHEAST 1/4) AND RUNNING THENCE EAST ALONG SAID SOUTH LINE OF WEST GEORGE STREET, A DISTANCE OF 372.54 FEET TO AN INTERSECTION WITH THE NORTHWARD EXTENSION OF THE EAST FACE OF A CONCRETE BLOCK WALL TO AN EXISTING 1 STORY CONCRETE AND METAL CLAD BUILDING; THENCE SOUTH ALONG SAID NORTHWARD EXTENSION, ALONG THE EAST FACE OF SAID WALL AND ALONG A SOUTHWARD EXTENSION THEREOF, A DISTANCE OF 314.67 FEET TO AN INTERSECTION WITH THE NORTH LINE

# UNOFFICIAL COPY

OF THE SOUTH 340 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 27, AT A POINT WHICH IS 286.97 FEET (AS MEASURED ALONG SAID NORTH LINE OF THE SOUTH 340 FEET) WEST FROM SAID WEST LINE OF NORTH PULASKI ROAD, THENCE WEST ALONG SAID LAST DESCRIBED LINE, A DISTANCE OF 371.59 FEET, AND THENCE NORTH ALONG A LINE WHICH IS PARALLEL WITH SAID WEST LINE OF NORTH PULASKI ROAD, A DISTANCE OF 314.62 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

ALSO PART OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON A LINE 340 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 27 AFORESAID, WHICH POINT IS 843.73 FEET WEST OF THE WEST LINE OF NORTH PULASKI ROAD (FORMERLY CRAWFORD AVENUE); SAID WEST LINE OF NORTH PULASKI ROAD BEING 33 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 27; THENCE NORTHEASTERLY IN A STRAIGHT LINE 122.99 FEET TO A POINT OF TANGENCY WITH A CURVED LINE CONVEX NORTHERLY WITH A RADIUS OF 488.34 FEET, WHICH CURVED LINE IS ALSO TANGENT TO A LINE DRAWN 360 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 27; THENCE NORTHEASTERLY ALONG SAID CURVED LINE 63.32 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF PULASKI ROAD 20 FEET TO A POINT ON A LINE 340 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID NORTHEAST 1/4; THENCE WEST ALONG SAID LAST DESCRIBED LINE TO THE POINT OF BEGINNING.

PARCEL 3A:

A PERPETUAL EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 3 FOR THE USE OF TEN IDENTIFIED PARKING SPACES IN THE PARKING LOT, AS OUTLINED IN THE DRAWING ATTACHED THERETO AS EXHIBIT C AS SET FORTH IN PARKING EASEMENT AGREEMENT RECORDED JANUARY 8, 1988 AS DOCUMENT 88011102 OVER LOTS 9 AND 10 IN BLOCK 4 IN BELMONT GARDENS BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 27 TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

PARCEL 4:

LOTS 7 TO 28 BOTH INCLUSIVE, 38 TO 45 BOTH INCLUSIVE, IN BLOCK 1 IN T. PARKER'S RESUBDIVISION OF THE NORTH HALF OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PARCEL 5:

LOTS 1 TO 16, BOTH INCLUSIVE, AND THE NORTH HALF OF THE VACATED ALLEY SOUTH AND ADJOINING SAID LOTS, AND ALL OF THE VACATED ALLEY WEST OF AND ADJOINING SAID LOT 16 IN BLOCK 2 IN ERNST STOCK'S RESUBDIVISION OF BLOCKS 2 AND 3 (EXCEPT THE WESTERLY 20 FEET THEREOF) OF T. PARKER'S RESUBDIVISION OF THE NORTH HALF OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27 TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID STOCK'S RESUBDIVISION, RECORDED OCTOBER 28, 1896 AS DOCUMENT 2457813 IN BOOK 71 OF PLATS PAGE 38, IN COOK COUNTY ILLINOIS

PARCEL 6:

LOTS 21 TO 30, BOTH INCLUSIVE, AND THE SOUTH HALF OF THE VACATED ALLEY NORTH OF AND ADJOINING SAID LOTS 21 TO 30, BOTH INCLUSIVE, IN BLOCK 2 IN ERNST STOCK'S



# UNOFFICIAL COPY

RESUBDIVISION OF BLOCKS 2 AND 3 (EXCEPT THE WESTERLY 20 FEET THEREOF) OF T. PARKERS RESUBDIVISION OF THE NORTH HALF OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID STOCK'S RESUBDIVISION RECORDED OCTOBER 28, 1896 AS DOCUMENT 2457813 IN BOOK 71 OF PLATS PAGE 38 IN COOK COUNTY ILLINOIS

PARCEL 7:

LOTS 17, 18, 19 AND 20 IN BLOCK 2 IN ERNST STOCK'S RESUBDIVISION OF BLOCKS 2 AND 3 (EXCEPT THE WESTERLY 20 FEET THEREOF) OF PARKERS RESUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

ALSO THAT PART OF THE VACATED ALLEY NORTH AND ADJOINING LOTS 17 TO 20 BOTH INCLUSIVE LYING SOUTH OF THE CENTER LINE OF SAID ALLEY AND WEST OF THE EAST LINE OF SAID LOT 20 EXTENDING NORTH AND EAST OF THE WESTERLY LINE OF SAID LOT 17 EXTENDING IN COOK COUNTY ILLINOIS

ALSO THAT PART OF VACATED ALLEY WEST AND ADJOINING LOT 17 AND THE WESTERLY LINE OF SAID LOT 17 EXTENDED NORTHWESTERLY TO THE CENTER LINE OF EAST AND WEST VACATED ALLEY NORTH OF AND ADJOINING SAID LOTS 17 TO 20 INCLUSIVE IN COOK COUNTY ILLINOIS

PARCEL 8:

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 27 TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN CONSISTING OF A PART OF THE RIGHT OF WAY, 200 FEET WIDE, OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, TOGETHER WITH A PART OF EACH OF LOTS 1 AND 2 IN BLOCK 9 IN CUSHING'S SUBDIVISION OF THE WEST 50 ACRES OF THE NORTH 120 ACRES OF THE NORTHEAST 1/4 OF SECTION 27, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING ON THE WESTERLY LINE OF KEARSARGE AVENUE, SAID WESTERLY STREET LINE BEING ALSO THE EASTERLY LINE OF THE RIGHT OF WAY 200 FEET WIDE, OF SAID CHICAGO, MILWAUKEE AND ST. PAUL AND PACIFIC RAILROAD COMPANY, AT A POINT WHICH IS 330.83 FEET, MEASURED ALONG SAID STREET LINE, NORTHWESTERLY FROM THE POINT OF INTERSECTION OF SAID STREET LINE WITH THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID NORTHEAST 1/4 OF SECTION 27 AND RUNNING THENCE SOUTHWARDLY ALONG A STRAIGHT LINE THE WESTERN TERMINUS OF WHICH STRAIGHT LINE IS A POINT 94.58 FEET, MEASURED PERPENDICULARLY, WESTERLY FROM SAID WESTERLY STREET LINE, AND 290.15 FEET, MEASURED PERPENDICULAR NORTH FROM SAID NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST 1/4), A DISTANCE OF 76.37 FEET THENCE NORTHWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 65.52 FEET TO A POINT 90.03 FEET, MEASURED PERPENDICULARLY, WESTERLY FROM SAID WESTERLY LINE OF KEARSARGE AVENUE; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 126.90 FEET, TO A POINT 81.02 FEET, MEASURED PERPENDICULARLY WESTERLY FROM SAID WESTERLY LINE OF KEARSARGE AVENUE THENCE NORTHWESTWARDLY ALONG A CURVED LINE, BEING THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 1332.53 FEET, A DISTANCE OF 182.96 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK 9 WHICH IS 85.80 FEET WEST FROM THE POINT OF INTERSECTION OF AN EASTWARD EXTENSION OF SAID NORTH BLOCK LINE WITH SAID WESTERLY LINE OF KEARSARGE AVENUE; THENCE EAST ALONG SAID NORTH BLOCK LINE AND ALONG AN EASTWARD EXTENSION THEREOF, A DISTANCE OF 85.80 FEET TO ITS INTERSECTION WITH SAID WESTERLY LINE OF KEARSARGE AVENUE AND THENCE SOUTHEASTWARDLY ALONG

# UNOFFICIAL COPY

SAID WESTERLY LINE OF KEARSARGE AVENUE A DISTANCE OF 354.21 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY ILLINOIS

PARCEL 9:

LOTS 23 AND 24 IN BLOCK 1 IN WESTERLUND'S SUBDIVISION BEING THE NORTH HALF OF THE WEST 5 ACRES OF THE SOUTH HALF OF LOT 15 IN DALVIN, KELLEY AND CARROLL'S SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

ADDRESS: 4000 West Diversey  
Chicago, IL

PARCEL:	TAX IDENTIFICATION NUMBER(S):
LOT 24 PARCEL 9	13-26-123-001-0000
LOT 23 PARCEL 9	13-26-123-002-0000
PART OF PARCEL 8	13-27-219-033-0000
PARCEL 2	13-27-228-001-0000
LOT 6 PARCEL 1	13-27-228-007-0000
LOT 7 PARCEL 1	13-27-228-008-0000
LOTS 1-5 PARCEL 1	13-27-228-014-0000
PARCEL 3	13-27-228-015-0000
PART OF PARCEL 8	13-27-229-004-0000
PARCEL 7	13-27-403-017-0000
PARCEL 5	13-27-403-028-0000
PARCEL 6	13-27-403-029-0000
LOT 15, PARCEL 4	13-27-404-010-0000
LOT 42, PARCEL 4	13-27-404-027-0000
LOT 43, PARCEL 4	13-27-404-028-0000
LOT 8, PARCEL 4	13-27-404-035-0000
LOT 7, PARCEL 4	13-27-404-036-0000
LOTS 39-41, PARCEL 4	13-27-404-042-0000
LOTS 9 & 10, PARCEL 4	13-27-404-044-0000
LOTS 16-18, PARCEL 4	13-27-404-045-0000
LOTS 11-14, PARCEL 4	13-27-404-046-0000
LOTS 44 & 45, PARCEL 4	13-27-404-047-0000
LOT 38, PARCEL 4	13-27-404-052-0000