

# UNOFFICIAL COPY

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

Alison M. Mitchell  
DLA Piper LLP (US)  
203 North LaSalle Street  
Suite 1900  
Chicago, Illinois 60601

Mortgage Loan No. 14403



**Doc#: 1410644031 Fee: \$62.00**  
RHSP Fee: \$9.00 RPPF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/16/2014 11:41 AM Pg: 1 of 13

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First American Title Order # NPS 602267A 2 of 3

## ASSIGNMENT OF LEASES AND RENTS

**THIS ASSIGNMENT OF LEASES AND RENTS** (this "**Assignment**") is made as of April 10, 2014 by **HAMMES PARTNERS SAINT JOSEPH ACC, LLC**, a Delaware limited liability company, having an address at 18000 West Sarah Lane, Suite 250, Brookfield, Wisconsin 53045, Attention: Andrew Weltcheff ("**Assignor**"), to and for the benefit of **MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY**, a Massachusetts corporation having an address in care of Cornerstone Real Estate Advisers, One Financial Plaza, Hartford, Connecticut 06103, Attention: Finance Group Loan Servicing, Loan No. 14403 ("**Assignee**") and **CORNERSTONE REAL ESTATE ADVISERS LLC**, a Delaware limited liability company, as "**Administrative Agent**" pursuant to Article 14 of the Loan Agreement (defined below).

13

### RECITALS:

A. Assignor and Assignee entered into that certain Construction Loan Agreement of even date herewith (as the same may be amended or modified from time to time, the "**Loan Agreement**"), which Loan Agreement governs a loan (the "**Loan**") in the stated principal amount of up to \$67,000,000.00 made by Assignee to Assignor, which Loan is evidenced by that certain Promissory Note of even date herewith (as the same may be amended or modified from time to time, the "**Note**").

B. The Loan is secured in part by Assignor's interest in and to that certain real property located in the City of Chicago, County of Cook and State of Illinois and more particularly described on Exhibit A attached hereto (the "**Premises**"), as evidenced by (i) that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as the same may be amended or modified from time to time, the "**Mortgage**") with respect to the Premises, and (ii) this Assignment. As used herein, the Loan Agreement, the Note, the Mortgage, this Assignment, and all other instruments evidencing, securing or pertaining to the Loan, now or from time to time hereafter executed and delivered to Assignee in connection with the Loan, are referred to collectively herein as the "**Loan Documents**".

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C. Assignee has required, as a condition to making the Loan, that Assignor make and deliver this Assignment as below provided.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound, hereby agrees as follows:

1. **Recitals**. The foregoing recitals are incorporated into this Assignment by this reference.

2. **Defined Terms**. As used in this Assignment, unless otherwise defined herein, all initially capitalized terms shall have the respective meanings ascribed to such terms in the Loan Agreement.

3. **Assignment**.

(a) Assignor does hereby absolutely, presently and irrevocably assign, transfer, and set over unto Assignee:

(i) All of the right, title and interest of Assignor in and to all leases, occupancy agreements, licenses to occupy, tenancies and other similar agreements, affecting all or a portion of the Premises, which leases, occupancy agreements, licenses to occupy, and other similar agreements are listed on the true rent roll attached to the Borrower's Affidavit dated of even date herewith delivered to Assignee from Assignor (the "**Rent Roll**"), and all other and future leases, occupancy agreements, licenses to occupy, lettings and tenancies and other similar arrangements, of the Premises, and all modifications, renewals, and extensions of the existing leases, occupancy agreements, licenses to occupy, tenancies and other similar arrangements present and future, together with guarantees, if any, of the lessee's obligations thereunder whether entered into before or after the filing by or against Assignor of any petition for relief under 11 U.S.C. §101 et. seq. as the same may be amended from time to time, or any successor statute thereto (the "**Bankruptcy Code**") (collectively the "**Leases**");

(ii) All rents, issues, income, proceeds, payments, and profits arising from the Leases and from the use and occupation of the Premises, including, without limitation, all fixed and additional rents, cancellation payments, option payments, letter of credit proceeds, supporting obligations, security deposits and all sums due and payments made under any guarantee of any of the Leases or any obligations thereunder (collectively, the "**Rents**"); and

(iii) All rights, powers, privileges, options and other benefits of Assignor under the Leases, including without limitation the immediate and continuing right to make claim for, receive, collect and receipt for all Rents, including the right to make such claim in a proceeding under the Bankruptcy Code, and the right to apply the same to the payment of the Indebtedness (collectively, the "**Rights**").

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(b) Assignor and Assignee intend that this Assignment constitute a present, irrevocable and absolute assignment of the Leases and Rents, and not an assignment for additional security only. Assignee grants to Assignor a revocable license (the "License") to collect and receive the Rents and perform all obligations under the terms of the Leases. Assignor hereby agrees that Assignee may authorize and direct the lessees named in the Leases, and any other occupants of the Premises, and all Lease guarantors, to pay over to Assignee or such other party as Assignee may direct, all Rents, upon receipt from Assignee of written notice to the effect that an Event of Default exists, and to continue to do so until the lessees are otherwise notified by Assignee.

#### 4. Assignor's Warranties and Representations; Covenants.

(a) Assignor hereby warrants and represents to Assignee as follows:

(i) The Rent Roll is incorporated herein by reference. There has been no material adverse change (i) between the rent roll delivered to Assignee with Assignor's Application and the Rent Roll or (ii) to the best of Assignor's knowledge, there has been no material adverse change in the financial condition, credit rating, business, operations or affairs of any tenant at the Premises between the date of the Application and the Closing Date.

(ii) Assignor has delivered to Assignee true and correct copies of all Leases, as the same have been amended or modified. Assignor is the owner of the landlord's interest in each of the Leases, which are not subject to any assignment, other than this Assignment.

(iii) Assignor has not executed any prior assignment of the Leases or Rents, nor has it performed any act or executed any other instrument which might prevent Assignor from fulfilling any of the terms and conditions of this Assignment or which might prevent Assignee from operating under any of the terms and conditions of this Assignment or which would limit Assignee in such operation.

(iv) Assignor has not executed or granted any modification, waiver or amendment whatsoever of any of the Leases.

(v) The Leases are in full force and effect and there are no defaults or any conditions which, after notice, passage of time, or both would constitute defaults.

(vi) Assignor has received no written notice alleging default by the landlord under any of the Leases

(vii) Assignor will observe and perform all obligations imposed upon the lessor under the Leases and will not do or permit to be done anything to impair any of the Leases.

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(viii) Assignor will not collect any of the rents, issues, income, proceeds payments, and profits arising or accruing under the Leases or from the Premises more than thirty (30) days in advance of the time when the same shall become due under the Leases, nor execute any other assignment of the Leases or assignment of rents, issues, income, proceeds or profits with respect to the Premises.

(ix) Except as otherwise specifically permitted under Section 6.1 of the Loan Agreement, or with the prior written consent of the Assignee, Assignor will not alter or modify the terms of the Leases, accept a surrender thereof, or consent to any assignment of or subletting under the Leases, whether or not in accordance with their terms.

(x) Upon Assignee's request during the existence of an Event of Default, Assignor shall deliver to Assignee any or all of the tenant security deposits, including any letters of credit, under the Leases, together with: (i) any assignment of the proceeds of such security deposits; (ii) any assignment and transfer of such letters of credit or the proceeds thereof; and (iii) any tenants' consents to assignment of such security deposits and assignment and transfer of such letters of credit, as Assignee shall reasonably request. All security deposits delivered to Assignee shall be held without interest and may be commingled with Assignee's other funds (unless the payment of interest thereon and the maintenance of a separate account therefor is required under applicable tenant leases or by law).

(xi) Upon the occurrence of an Event of Default, Assignee may, with or without exercising any other rights or remedies: (i) give or require Assignor to give notice to any or all tenants under the Leases and all Lease guarantors authorizing and directing them to pay all Rents under the Leases directly to Assignee and to continue to do so until the tenants and Lease guarantors are otherwise notified by Assignee in writing; and (ii) without regard to any waste, adequacy of the security or solvency of Assignor, apply for the appointment of a receiver of the Premises to which appointment Assignor hereby consents, whether or not foreclosure proceedings have been commenced under the Mortgage and whether or not a foreclosure sale has occurred.

## 5. Revocation of License.

(a) Upon or at any time after the occurrence of an Event of Default, the License granted to Assignor in Section 3(b) of this Assignment shall automatically be revoked without the need of any action by Assignee, and Assignee shall immediately be entitled to the receipt and possession of all the Rents, and to the assumption of the Rights whether or not Assignee enters upon or takes control of the Premises.

(b) Upon demand by Assignee following the occurrence of an Event of Default, Assignor shall immediately deliver to Assignee all Rents in the possession of Assignor or its agents, and shall cooperate in instructing Assignor's agents and the lessees

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under the Leases and all others in possession of the Premises or any portion thereof to pay directly to Assignee all Rents.

(c) Upon revocation of the License as provided in Section 5(a), Assignee may, at its option, without waiving such Event of Default and without notice or regard to the adequacy of the security for the Indebtedness, either in person or by agent, nominee or attorney, or by a receiver appointed by a court, with or without bringing any action or proceeding, dispossess Assignor and its agents and servants from the Premises, without liability for trespass, damages or otherwise, and exclude Assignor and its agents from the Premises.

(d) Upon revocation of the License as provided in Section 5(a), Assignee may also take possession of the Premises, and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Premises on such terms and for such period of time as Assignee may deem proper. In addition, and with or without taking possession of the Premises, Assignee, in its own name, may demand, sue for or otherwise collect and receive all Rents, including those past due and unpaid and may apply any Rents collected in such order of priority as Assignee in its sole discretion deems appropriate, to the payment of:

(i) all expenses of managing the Premises, including, without limitation, the salaries, fees and wages of a managing agent and such other persons or entities as Assignee may deem necessary or desirable, and all expenses of operating and maintaining the Premises, including, without limitation, all taxes, claims, assessments, ground rents, water rents, sewer rents and any other liens or charges, and premiums for all insurance which Assignee 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 Premises;

(ii) the Indebtedness; and

(iii) all costs and attorneys' fees, costs and expenses incurred in connection with the enforcement of this Assignment and any of the Loan Documents.

6. **No Liability of Assignee.** This Assignment shall not be construed to bind Assignee to the performance of any of the covenants, conditions, or provisions contained in any Lease, or otherwise impose any obligation upon Assignee. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises, or from any other act or omission of Assignee either in collecting the Rents, or if Assignee shall have taken possession of the Premises, in managing the Premises, unless such loss is caused by the willful misconduct or gross negligence of Assignee.

7. **No Mortgagee in Possession.** In the absence of taking actual possession of the Premises by Assignee, in its own right and person, Assignee (i) shall not be deemed a mortgagee in possession, (ii) shall not be responsible for the payment of any taxes or assessments with respect to the Premises, (iii) shall not be liable to perform any obligation of the lessor under any

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Leases or under applicable law, (iv) shall not be liable to any person for any dangerous or defective condition in the Premises nor for any negligence in the management, upkeep, repair, or control of the Premises resulting in loss or injury or death to any person, and (v) shall not be liable in any manner for the remediation of any environmental impairment.

## 8. Bankruptcy.

(a) Assignee shall have the right to proceed in its own name or in the name of Assignor in respect of any claim, suit, action or proceeding, relating to any Leases in a proceeding under the Bankruptcy Code including, without limitation, the right to file and prosecute, all to the exclusion of Assignor, any proofs of claim, complaints, motions, applications, notices and other documents.

(b) If there shall be filed by or against Assignor a petition under the Bankruptcy Code, and Assignor, as lessor under any Leases, shall determine to reject any Leases pursuant to Section 365(a) of the Bankruptcy Code, then Assignor shall give Assignee not less than ten (10) days' prior notice of the date on which Assignor shall apply to the bankruptcy court for authority to reject the Leases. Assignee shall have the right, but not the obligation, to serve upon Assignor within such ten (10)-day period a written notice stating that (i) Assignee demands that Assignor assume and assign the Leases to Assignee pursuant to Section 365 of the Bankruptcy Code and (ii) Assignee covenants to cure or provide adequate assurance of future performance under the Leases. If Assignee serves upon Assignor the notice described in the preceding sentence, Assignor shall not seek to reject the Leases and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Assignee of the covenant provided for in clause (ii) of the preceding sentence.

## 9. Indemnity of Assignee.

(a) Except with respect to (i) Assignee's willful misconduct or gross negligence or (ii) any act or event occurring or arising after Assignee takes actual possession of the Premises in its own right after a foreclosure of the Mortgage or deed in lieu thereof, Assignor hereby indemnifies Assignee for, and holds Assignee harmless from, and shall be responsible for, any and all liability, loss or damage which may be incurred under the Leases, or under or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings under any of the Leases.

(b) Subject to Section 9(a) above, should Assignee incur any such liability under the Leases or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by the Mortgage and Assignor shall reimburse Assignee therefor, immediately upon demand. Interest shall accrue on the amounts so expended by Assignee at the Default Rate from the date expended until repaid.

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10. **No Waiver of Rights by Assignee.** Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of any of its rights and remedies under the Note, Mortgage or any other Loan Document. This Assignment is made and accepted without prejudice to any of such rights and remedies possessed by Assignee to collect the Indebtedness and to enforce the Loan Documents, and said rights and remedies may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

11. **Releases of Parties and Security.** Assignee may take or release other security for the payment of the Indebtedness, may release any party primarily or secondarily liable therefor, and may apply any other security held by it to the satisfaction of any portion of the Indebtedness without prejudice to any of its rights under this Assignment.

12. **Further Assurances.** Assignor agrees that it will, from time to time, upon demand therefor by Assignee, deliver to Assignee an executed counterpart of each and every Lease. Further, Assignor agrees that it will execute, acknowledge and record such additional assurances and assignments as Assignee may request covering any and all of the Leases. Such assignments shall be on forms approved by the Assignee, and Assignor agrees to pay all costs incurred in connection with the examination of the Leases and the preparation, execution and recording of such assignments or any other related documents, including, without limitation, reasonable out-of-pocket fees of Assignee's local counsel.

13. **Amendments.** This Assignment may not be altered or amended except in writing, intended for that specific purpose, signed by both Assignor and Assignee.

14. **Legal Construction.**

(a) All terms contained herein shall be construed, whenever the context of this Assignment so requires, so that the singular number shall include the plural, and the plural the singular, and the use of any gender shall include all genders.

(b) The terms "include" and "including" as used in this Assignment shall be construed as if followed by the phrase "without limitation".

(c) Any provision of this Assignment permitting the recovery of attorneys' fees and costs shall be deemed to include such fees and costs incurred in all appellate proceedings.

(d) In the event there is more than one Assignor, the obligations of each Assignor shall be joint and several for all purposes

15. **Notices.** All notices, consents, approvals and requests required or permitted hereunder or under any other Loan Document shall be given in writing and shall be delivered in accordance with the terms and conditions of Section 13.1(a) of the Loan Agreement.

16. **Controlling Law.** This instrument shall be governed by and construed in accordance with the laws of the state in which the Premises are situated.

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17. **Discharge.** Until the payment in full of the Indebtedness, this Assignment shall continue in full force and effect, whether or not recorded. Assignor hereby authorizes Assignee to furnish to any Person written notice that this Assignment remains in effect and agrees that such Person may rely upon and shall be bound by such statement. Upon payment in full of the Indebtedness and the delivery and recording of a satisfaction or discharge of the Mortgage duly executed, this Assignment shall be void and of no effect.

18. **Severability.** All rights, powers and remedies provided in this Assignment may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent (but only to the extent) necessary so that they will not render this Assignment invalid or unenforceable. If any term, covenant, condition, or provision of this Assignment or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remaining terms, covenants, conditions and provisions of this Assignment, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Assignment shall be modified and/or limited to the extent necessary to render the same valid and enforceable to the fullest extent permitted by law.

19. **Successors and Assigns.** This Assignment shall be binding upon Assignor's successors and assigns and shall inure to the benefit of Assignee and its successors and assigns, and shall survive, subject to Section 17 above, foreclosure, deed-in-lieu of foreclosure and any other transfer of the Premises or any interest therein.

20. **Conflict.** Notwithstanding anything to the contrary herein, this Assignment shall be subject to the terms and conditions of the Loan Agreement and in the event of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Loan Agreement, the terms and conditions of the Loan Agreement shall prevail.



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*[Signature Page to Assignment of Leases and Rents]*

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

**ASSIGNOR:**

**HAMMES PARTNERS SAINT JOSEPH ACC,  
LLC, a Delaware limited liability company**

By: \_\_\_\_\_

Name: Todd W. Kibler

Title: Secretary

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## EXHIBIT A

### PREMISES

#### PARCEL 1:

THAT PART OF LOTS 5 AND 6 IN ASSESSOR'S DIVISION OF LOTS 1 AND 2 IN SUBDIVISION BY CITY OF CHICAGO OF EAST FRACTION HALF OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES BETWEEN SHERIDAN ROAD (FORMERLY LAKEVIEW AVENUE) ON THE WEST, COMMONWEALTH AVENUE ON THE EAST (EXCEPTING THEREFROM THAT PART LYING SOUTH OF A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID NORTH SHERIDAN ROAD WHICH IS 228 FEET 4 3/16 INCHES NORTH OF NORTH LINE OF WEST DIVERSEY PARKWAY TO A POINT ON WEST LINE OF SAID NORTH COMMONWEALTH AVENUE WHICH IS 227 FEET 10 INCHES NORTH OF NORTH LINE OF SAID WEST DIVERSEY PARKWAY AND SAID STRAIGHT LINE PRODUCED WEST TO THE CENTERLINE OF SAID NORTH SHERIDAN ROAD AND PRODUCED EAST TO CENTERLINE OF SAID NORTH COMMONWEALTH AVENUE) IN COOK COUNTY, ILLINOIS.

EXCEPT THAT PART OF LOTS 5 AND 6 IN ASSESSOR'S DIVISION OF LOTS 1 AND 2 IN SUBDIVISION BY CITY OF CHICAGO OF EAST FRACTION HALF OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES BETWEEN SHERIDAN ROAD (FORMERLY LAKEVIEW AVENUE) ON THE WEST, COMMONWEALTH AVENUE ON THE EAST (EXCEPTING THEREFROM THAT PART LYING SOUTH OF A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID NORTH SHERIDAN ROAD WHICH IS 228 FEET 4 3/16 INCHES NORTH OF NORTH LINE OF WEST DIVERSEY PARKWAY TO A POINT ON WEST LINE OF SAID NORTH COMMONWEALTH AVENUE WHICH IS 227 FEET 10 INCHES NORTH OF NORTH LINE OF SAID WEST DIVERSEY PARKWAY AND SAID STRAIGHT LINE PRODUCED WEST TO THE CENTERLINE OF SAID NORTH SHERIDAN ROAD AND PRODUCED EAST TO CENTERLINE OF SAID NORTH COMMONWEALTH AVENUE) TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH ALONG THE EAST LINE OF SAID TRACT, 59.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG SAID EAST LINE, 15.00 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 7.90 FEET TO A PROPOSED BUILDING FACE; THENCE NORTH ALONG SAID PROPOSED BUILDING FACE AND AS PARALLEL WITH THE EAST LINE OF SAID TRACT, 15.00 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 7.90 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

RIGHT TO ACCESS AND USE OF ROADWAYS, SIDEWALKS AND PARKING AREAS FOR THE THE BENEFIT OF PARCEL 1 AS CREATED BY THAT GROUND LEASE BETWEEN PRESENCE SAINT JOSEPH HOSPITAL-CHICAGO, AS LESSOR, AND HAMMES PARTNERS SAINT JOSEPH ACC, LLC, AS LESSEE, AS AMENDED BY AMENDED AND RESTATED GROUND LEASE DATED NOVEMBER 1, 2013, OF WHICH A MEMORANDUM OF AMENDED AND RESTATED GROUND LEASE WAS RE-RECORDED NOVEMBER 5, 2013 AS DOCUMENT 1330957067, OVER AND ACROSS THE LAND DESCRIBED AS FOLLOWS:

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## TRACT 1:

ALL THAT PART OF LOTS 3 AND 4 OF ASSESSOR'S DIVISION OF LOTS 1 AND 2 IN THE SUBDIVISION BY THE CITY OF CHICAGO OF THE EAST FRACTIONAL 1/2 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES BETWEEN THE EASTERLY LINE OF COMMONWEALTH AVENUE ON THE WEST, OAKDALE AVENUE ON THE NORTH, THE BOUNDARY BETWEEN THE LAND OF LINCOLN PARK COMMISSIONERS AND THE LAND OF THE SHORE OWNERS, AS ESTABLISHED BY DECREE OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, ENTERED OCTOBER 31, 1904 IN CASE 256886, ENTITLED AUGUSTA LEHMANN AND OTHERS, AGAINST LINCOLN PARK COMMISSIONERS BEING SUBSTANTIALLY THE WEST LINE OF LAKE SHORE DRIVE ON THE EAST AND SURF STREET ON THE SOUTH (EXCEPT THAT PART THEREOF TAKEN OR CONDEMNED FOR COMMONWEALTH AVENUE, AND EXCEPT 18 FOOT STRIP FOR ALLEY).

## TRACT 2:

THAT PART OF THE 18 FOOT STRIP OF LAND FORMERLY DEDICATED FOR ALLEY PURPOSES AND MARKED "ALLEY BY DEED" AND RUNNING EAST AND WEST THROUGH THE FOLLOWING DESCRIBED PREMISES: ALL THAT PART OF LOTS 3 AND 4 OF ASSESSOR'S DIVISION OF LOTS 1 AND 2 IN THE SUBDIVISION BY THE CITY OF CHICAGO OF THE EAST FRACTIONAL 1/2 SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES BETWEEN THE EASTERLY LINE OF COMMONWEALTH AVENUE ON THE WEST, OAKDALE AVENUE ON THE NORTH, THE BOUNDARY BETWEEN THE LAND OF LINCOLN PARK COMMISSIONERS AND THE LAND OF THE SHORE OWNERS AS ESTABLISHED BY DECREE OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, ENTERED OCTOBER 31, 1904 AS CASE NO. 256886 ENTITLED AUGUSTA LEHMANN AND OTHERS, AGAINST LINCOLN PARK COMMISSIONERS BEING SUBSTANTIALLY THE WEST LINE OF LAKE SHORE DRIVE ON THE EAST AND SURF STREET ON THE SOUTH (EXCEPT THAT PART THEREOF TAKEN OR CONDEMNED FOR THE COMMONWEALTH AVENUE) WHICH ALLEY LIES BETWEEN LOT 9 ON THE NORTH AND LOTS 10, 11 AND 12 ON THE SOUTH OF THE COUNTY CLERK'S DIVISION OF LOTS 2, 3, AND 4 AND THE SOUTH 33 FEET OF LOT 1 OF ASSESSOR'S DIVISION AFORESAID.

## TRACT 3:

THAT PART OF LOTS 5 AND 6 (TAKEN AS A TRACT) IN THE ASSESSOR'S DIVISION OF LOTS 1 AND 2 AFORESAID, WHICH LIES BETWEEN THE EAST LINE OF COMMONWEALTH AVENUE ON THE WEST AND THE AFORESAID BOUNDARY LINE BETWEEN THE LAND OF LINCOLN PARK COMMISSIONERS AND THE SHORE OWNERS ABOVE DESCRIBED, BEING SUBSTANTIALLY THE WEST LINE OF LAKE SHORE DRIVE ON THE EAST (EXCEPT FROM THE ABOVE DESCRIBED TRACT THE SOUTH 60 FEET THEREOF AND EXCEPT THAT PART THEREOF TAKEN OR CONDEMNED FOR COMMONWEALTH AVENUE).

## TRACT 4:

THAT PART OF SURF STREET (AND SAID SURF STREET EXTENDED EAST) WHICH LIES BETWEEN THE EASTERLY LINE OF COMMONWEALTH AVENUE ON THE WEST, THE SOUTH LINE OF LOT 12 (AND SAID SOUTH LINE EXTENDED EAST), OF THE COUNTY CLERK'S DIVISION OF LOTS 2, 3, AND 4 OF THE SOUTH 33 FEET OF LOT 1 OF THE ASSESSOR'S DIVISION AFORESAID ON THE NORTH, THE BOUNDARY BETWEEN THE LAND OF LINCOLN PARK COMMISSIONER AND THE LAND OF THE SHORE OWNERS, AS ESTABLISHED BY DECREE OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OCTOBER 31, 1904 AS CASE 256886 ENTITLED AUGUSTA LEHMANN AND OTHERS, AGAINST LINCOLN PARK COMMISSIONERS BEING SUBSTANTIALLY THE WEST LINE OF LAKE SHORE DRIVE ON THE EAST AND THE NORTH LINE OF LOT 5 (AND SAID NORTH LINE EXTENDED EAST) OF THE ASSESSOR'S DIVISION OF LOTS 1 AND 2 AFORESAID, ON THE SOUTH, ALL IN COOK COUNTY, ILLINOIS.

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Pin No: 14-28-206-004-0000

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