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This document prepared by and after
recording return to:

Much Shelist, P.C.
191 North Wacker Drive
Suite 1800
Chicago, Illinois 60606
Attn: Courtney E. Mayster, Esq.

Doc#: 1415519030 Fee: \$58.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/04/2014 09:29 AM Pg: 1 of 11

SA 8387330 5045

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of May 30, 2014 by SMASHOTELS CHICAGO, LLC, an Illinois limited liability company ("Assignor"), to and for the benefit of ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association, its successors and assigns ("Lender").

RECITALS:

A. Assignor 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 Assignor, in an amount not to exceed **FOUR MILLION FOUR HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$4,420,000.00)** (the "Loan") pursuant to that certain Loan Agreement of even date herewith by and between Assignor and Lender, the provisions of which are incorporated herein by reference to the same extent as if fully set forth herein (said Loan Agreement and any and all extensions and renewals thereof, amendments thereto and substitutions or replacements therefor is referred to herein as the "Loan Agreement"). The Loan is evidenced by a Promissory Note of even date herewith from Assignor to Lender in the original principal amount of \$4,420,000.00 (the "Note").

C. The Loan is secured by: (i) that certain 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").

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

E. Assignor is required as a condition to the making of the Loan to transfer and assign to Lender all of Assignor'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, Assignor hereby represents, warrants, covenants and agrees as follows:

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 Loan Agreement.

2. **Assignment.** As security for the payment and performance of the Obligations, Assignor hereby absolutely and unconditionally transfers, sets over and assigns to Lender all present and future right, title and interest of Assignor 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 Assignor under any of the Leases and all other rights and interests of Assignor under or in respect of any of the Leases. This Assignment is intended to be and is an absolute present assignment from Assignor 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, Assignor shall have a license to collect the Rents accruing under the Leases as they become due and for a period of not more than one (1) month in advance (the "License"), and to enforce the Leases. Subject to Section 8.1 hereof, the License shall automatically terminate upon the occurrence and during the continuance of an

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Event of Default but shall be reinstated upon the cure of any such Event of Default. Assignor covenants and agrees that in exercising its rights pursuant to the 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.

4. **Representations and Warranties.** Assignor hereby represents and warrants to Lender that: (a) Assignor is the absolute owner of the entire landlord's interest in each of the Leases, with absolute right and title to assign the Leases and the Rents; (b) based on the information received from Seller under the Purchase Agreement and the tenant estoppel certificates obtained by Purchaser under the Purchase Agreement, to Assignor's knowledge, the Leases are valid, enforceable and in full force and effect and have not been modified, amended or terminated (except with respect to the month-to-month Leases, for which termination notices have been sent by the landlord to the Lessees thereunder, or Leases for which the landlord has the right to terminate prior to their respective expiration date pursuant to the terms thereof, and as to which Assignor previously notified Lender of landlord's exercise of any such terminations); (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) based on the information received from Seller under the Purchase Agreement and the tenant estoppel certificates obtained by Purchaser under the Purchase Agreement, to Assignor's knowledge, there are no existing defaults (beyond all applicable periods of cure) under the provisions of the Leases on the part of Assignor as landlord; (e) based on the information received from Seller under the Purchase Agreement and the tenant estoppel certificates obtained by Purchaser under the Purchase Agreement, to Assignor's knowledge, except as set forth in the Rent Roll or as Assignor may have previously notified Lender, there are no existing defaults (beyond all applicable periods of cure) under the provisions of the Leases on the part of the Lessees thereunder; (f) based on the information received from Seller under the Purchase Agreement and the tenant estoppel certificates obtained by Purchaser under the Purchase Agreement, to Assignor's knowledge, no Lessee has any defense, set-off or counterclaim against Assignor; (g) 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; (h) other than with respect to any security deposits under the Leases, if any, Assignor 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 (i) based on the information received from Seller under the Purchase Agreement and the tenant estoppel certificates obtained by Purchaser under the Purchase Agreement, to Assignor's knowledge, except as otherwise disclosed to Lender in writing, all work required to be performed by Assignor, as landlord, as of the date hereof under any Lease has been completed in accordance with the provisions of the Lease. As used in this Assignment, "Assignor's knowledge" (or phrases such as the "knowledge" of Assignor or words of similar import) shall mean, for purposes of this Assignment, the actual knowledge of Scott D. Greenberg, Gerald Greenberg and Renee Solomon, without any duty of inquiry or investigation.

5. **Covenants of Assignor.**

5.1 **New Leases and Lease Terminations.** Assignor shall not enter into any new Leases from and after the date hereof without Lender's prior written consent. Assignor shall not

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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. 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. Assignor shall be permitted to (i) terminate any existing Leases as a result of a material default by the Lessees thereunder and the failure of such Lessee to cure the default within the applicable time periods set forth in the Lease, and (ii) exercise any termination rights under the terms of the existing Leases, and both instances shall promptly notify Lender of any such termination.

5.2 Performance under Leases. Assignor shall observe and perform in all material respects all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the landlord thereunder, and Assignor shall not do or suffer to be done anything to impair the security thereof; provided, however, Assignor may release the liability of any Lessee under any existing Lease or any guaranty thereof. Assignor shall not (i) consent to any Lessee's withholding of rent or making monetary advances and off-setting the same against future rentals, or (ii) enter into any oral Leases with respect to all or any portion of the Property.

5.3 Collection of Rents. Assignor shall not collect any of the Rents, issues, income or profits assigned hereunder for a period of 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. Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all Rents, except as specifically permitted by the Loan Documents;

5.5 Lease Guaranty. Except in connection with any early Lease terminations or in connection with the negotiation of the surrender of any leased premises prior to the expiration date, Assignor shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law;

5.6 Waive Rental Payments. Assignor shall not waive or excuse the obligation to pay rent under any Lease, except in connection with the exercise of any termination of a Lease or any settlement in order to obtain the surrender of any leased premises prior to the date of expiration of a Lease;

5.7 Defending Actions. Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the landlord or any Lessee or guarantor thereunder, and shall pay all costs and expenses of Lender, including court costs and reasonable attorneys' fees actually incurred, in any such action or proceeding in which Lender may appear;

5.8 Enforcement. Assignor shall, to the extent consistent with the Intended Use, reasonably enforce in all material respects the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the Lessees and guarantors thereunder.

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5.9 Notice. Assignor shall immediately notify Lender upon obtaining actual knowledge of any material breach by a Lessee or guarantor under any Lease;

5.10 Subordination. Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby, liens for general real estate taxes not delinquent; and

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, Assignor covenants and agrees that if any such Lease is so terminated or rejected, Assignor will promptly notify Lender, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Lender. Assignor hereby assigns any such payment to Lender and further covenants and agrees that upon the request of Lender, it will duly endorse to the order of Lender any such check which shall be applied, at the election of Lender, to the Obligations in whatever order Lender shall choose in its discretion.

5.12 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 and is continuing, 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, Assignor may use and apply such termination payments to expenses of the Property.

6. Lender's Rights Upon Lessee Bankruptcy. Upon the occurrence and during the continuance 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 Assignor, all of the rights which would otherwise inure to the benefit of Assignor 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 Assignor 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.

7. Default of Assignor.

7.1 Remedies. Upon the occurrence and during the continuance of an Event of Default, Assignor's License to collect Rents shall immediately cease and terminate, unless Lender shall otherwise notify Assignor in writing that such License is not being terminated by Lender. To the extent permitted by applicable law, Lender shall thereupon be authorized at its option to enter and take possession of all or part of the Property, in person or by agent, employee or court appointed receiver, and to perform all acts necessary for the operation and maintenance

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of the Property in the same manner and to the same extent that Assignor might reasonably so act. In furtherance thereof, Lender shall be authorized, but under no obligation, to collect the Rents arising from the Leases, and to enforce performance of any other terms of the Leases including, but not limited to, Assignor'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. Assignor shall also pay to Lender, promptly upon and during the continuance of any Event of Default: (a) all rent prepayments and security or other deposits paid to Assignor 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.

7.2 Notice to Lessee. Assignor 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. Assignor 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 Assignor to the contrary. Assignor shall have no claim against any Lessee for any Rents paid by Lessee to Lender.

7.3 Assignment of Defaulting Assignor's Interest in Lease. Lender shall have the right to assign Assignor's right, title and interest in and to the Leases to any person acquiring title to the Property through foreclosure or otherwise. Such assignee shall not be liable to account to Assignor for the Rents thereafter accruing.

7.4 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, except as otherwise required by applicable law, cumulative and not in lieu of, but in 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.

7.5 Costs and Expenses. The cost and expenses (including any receiver's fees and fees) incurred by Lender pursuant to the powers contained in this Assignment shall be reimbursed by Assignor to Lender within five (5) Business Days' written demand by Lender to Assignor, shall be secured hereby and, if not paid by Assignor within such five (5) Business Day period, shall bear interest from the date due at the Default Rate (as defined in the Note) until repaid. Lender shall not be liable to account to Assignor for any action taken pursuant hereto and in good faith, other than to account for any Rents actually received by Lender.

8. Indemnification of Lender. Assignor 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 actually incurs under the Leases or by reason of this Assignment. Such indemnification shall also cover any and all claims and

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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 Assignor. Such reimbursement shall include interest at the Default Rate provided in the Note, together with costs, expenses and reasonable attorney fees actually incurred in connection therewith until paid in full. 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; provided, however, that the foregoing indemnity shall not extend to any liabilities, obligations, claims, losses, costs, damages or expenses resulting from the gross negligence or willful misconduct of Lender or its agents.

9. **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.

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

11. **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

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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 Assignor 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.

12. **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.

13. **Miscellaneous.**

13.6 **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.

13.7 **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.

13.8 **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.

13.9 **Notices.** All notices or other written communications hereunder shall be given in the manner set forth in the Loan Agreement.

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

13.11 **Governing Law.** The validity, enforcement and interpretation of this Assignment shall for all purposes be governed by and construed in accordance with the laws of the State of Illinois, without reference to the conflicts of law principles of that State, and applicable United States federal law, and is intended to be performed in accordance with, and only to the extent permitted by, such laws; provided, however, that to the extent the mandatory provisions of the laws of another jurisdiction relating to the availability of and procedures relating to any remedy hereunder or related to this Assignment are required to be governed by such other jurisdiction's laws, those other laws shall be deemed to govern and control.

13.12 **Successors and Assigns; Gender; Joint and Several Liability.** The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run

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with the land, shall inure to the benefit of and bind all parties hereto and their respective successors and permitted 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 Assignor. 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 Assignor, all obligations of each Assignor hereunder shall be joint and several.

13.13 Expenses. Assignor shall pay on demand all reasonable costs and expenses incurred by Lender in connection with the review of Leases, including reasonable fees and expenses of Lender's outside counsel.

14. WAIVER OF JURY TRIAL. ASSIGNOR 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 ASSIGNOR AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT, OR ANY RELATIONSHIP BETWEEN ASSIGNOR AND LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE LOAN DESCRIBED HEREIN AND IN THE OTHER LOAN DOCUMENTS.

15. JURISDICTION AND VENUE. ASSIGNOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY ASSIGNOR 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. ASSIGNOR HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY LENDER IN ANY OF SUCH COURTS. ASSIGNOR WAIVES ANY CLAIM THAT COOK COUNTY, ILLINOIS, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. THE EXCLUSIVE CHOICE OF FORUM FOR ASSIGNOR 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 ASSIGNOR HEREBY WAIVES THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

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

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

ASSIGNOR:

SMASHOTELS CHICAGO, LLC,
an Illinois limited liability company

By: SMASHotels Chicago Manager, LLC,
an Illinois limited liability company

Its: Manager

By: 

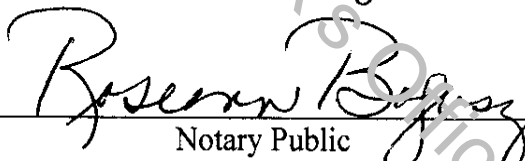
Name: Scott D. Greenberg

Its: Manager

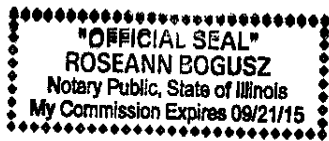
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that **Scott D. Greenberg**, the Manager of SMASHotels Chicago Manager, LLC, an Illinois limited liability company, the Manager of **SMASHOTELS CHICAGO, 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 as such manager, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability companies, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of May, 2014.



Notary Public



My Commission Expires:

9/21/15

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

THE WEST 20 FEET OF LOT 14 IN THE SUBDIVISION OF THE WEST 394 FEET (EXCEPT THE EAST 14 FEET OF THE NORTH 80 FEET THEREOF) IN BLOCK 32 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 5 FEET OF LOT 14, ALL OF LOT 15 AND THE WEST 10 FEET OF LOT 16 IN THE SUBDIVISION OF THE WEST 394 FEET (EXCEPT THE EAST 14 FEET OF THE NORTH 80 FEET THEREOF) OF BLOCK 32 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 17-10-203-015-0000
 17-10-203-016-0000
 17-10-203-017-0000

COMMON ADDRESSES: 224-226-228 EAST ONTARIO STREET
 CHICAGO, ILLINOIS 60611