

UNOFFICIAL COPY



Doc#: 1424034091 Fee: \$66.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/28/2014 01:36 PM Pg: 1 of 15

8943265 AEM 2012

ASSIGNMENT OF LEASES AND RENTS

Dated as of
August 14, 2014,

FROM

COUNTRYSIDE HARLEY PROPERTIES, LLC,
an Illinois limited liability company

TO

ASSOCIATED BANK, NATIONAL ASSOCIATION,
a national banking association

This instrument was prepared by and
when recorded return to:

Mark O'Meara
Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603

Box 400-CTCC

UNOFFICIAL COPY

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") made this 14th day of August, 2014, by COUNTRYSIDE HARLEY PROPERTIES, LLC, ("Assignor") an Illinois limited liability company, having its principal place of business at 9950 Joliet Road, Countryside, Illinois 60525, for the benefit of Associated Bank, National Association ("Lender"), having an address at 525 West Monroe Street, Suite 2400, Chicago, Illinois 60661.

RECITALS

A. Lender agreed to make loans available to Assignor and certain other subsidiaries and affiliates of Assignor (collectively, "Borrowers") and Assignor agreed to accept the loans (the "Loan") in the maximum amount of Twenty One Million Five Hundred Thousand and No/100 Dollars (\$21,500,000) pursuant to that certain Credit Agreement dated as of even date herewith (the "Credit Agreement").

B. To evidence the Loan, Borrowers executed and delivered to Lender a promissory note evidencing a term loan (such promissory note, as the same may be amended, modified, substituted or replaced, the "Term Note"), dated the date of this Assignment, in the principal amount of Nine Million Nine Thousand Six Hundred Eighty and 06/100 Dollars (\$9,009,680.06) and a promissory note evidencing the revolving credit facility (such promissory note, as the same may be amended, modified, substituted or replaced, the "Revolving Note"; and together with the Term Note, the "Notes"), dated the date of this Assignment, in the principal amount of Eight Million and No/100 Dollars (\$8,000,000) (such amount evidenced by the Notes or so much thereof as is outstanding from time to time, is referred to as the "Principal"), promising to pay the Principal with interest thereon to the order of Lender as set forth in the Note, until the Obligations Secured have been paid in full, with the balance, if any, of the Obligations Secured being due and payable on the dates set forth in the Credit Agreement.

C. Assignor owns the fee interest in the Land (as defined below) together with the improvements located on the Land.

D. Borrowers' obligations under the Notes are secured among other things by a Mortgage, Security Agreement and Assignment of Leases and Rents and Fixture Filing Statement (the "Mortgage"), dated the date of this Assignment, that encumbers the land (the "Land") described in Exhibit A, the improvements located on the Land and certain other property, rights and interests of Assignor, all as more particularly described in the Mortgage (collectively, the "Property").

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

UNOFFICIAL COPY

Section 1.1. Definitions. Capitalized terms used in this Assignment and not specifically defined in this Assignment are defined in the Credit Agreement.

Section 1.2. Rules of Construction. This Assignment will be interpreted in accordance with the rules of construction set forth in the Mortgage.

ARTICLE II

GRANTING CLAUSES

Section 2.1. Assignment.

(a) In consideration of the Loans, Assignor irrevocably, absolutely, presently, unconditionally and not merely as additional security for the payment and performance of the Obligations Secured, sells, assigns, sets over and delivers to Lender the following property, rights, interests and estates now or in the future owned or held by Assignor (the "Assigned Property"), for Lender's uses and purposes as set forth in this Assignment, subject to the license granted by Lender to Assignor in this Assignment to collect and receive the Rents until an Event of Default occurs:

(i) all present and future leases, subleases, licenses and other agreements relating to the use and occupancy of the Property including all amendments to the leases, subleases, licenses and other agreements in existence on the date of this Assignment (the "Leases");

(ii) the immediate and continuing right to collect and receive all present and future rents, prepaid rents, percentage, participation or contingent rents, issues, profits, proceeds, parking fees, revenues and other consideration under or in connection with the Leases or otherwise derived from the use and occupancy of the Property, including contributions to expenses by present and future tenants, subtenants, licensees and other occupants of the Property (the "Tenants"), security deposits and royalties, if any, and all other fees, charges, accounts, accounts receivable or payments paid or payable to or for the benefit of Assignor including liquidated damages following a default under a Lease, any termination, cancellation, modification or other fee or premium payable by a Tenant for any reason; the proceeds of rental insurance and any payments received in any bankruptcy or similar proceeding as described below (the "Rents");

(iii) all present and future guarantees or other credit enhancements given to Assignor in connection with any Tenant's performance under any of the Leases; and

(iv) all rights or causes of action that Assignor now or hereafter may have against any Tenant.

(b) Assignor further assigns, transfers and sets over to Lender all of Assignor right, title and interest in and to all payments and claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Leases by a Tenant or trustee of

UNOFFICIAL COPY

the Tenant under Sections 502(b) or 365 of the Bankruptcy Code, including all rights to recover damages arising out of such breach or rejection, all rights to charges payable by the Tenant or trustee in respect of the leased premises following the entry of an order for relief under the Bankruptcy Code in respect of such lessee and all rentals and other charges outstanding under the Lease as of the date of entry of such order for relief and all payments and all claims and rights to the payment of money in connection with the commencement or continuance of any bankruptcy, insolvency, reorganization, arrangement, dissolution, receivership or similar proceedings or assignment for the benefit of creditors relating to any Tenant.

(c) Lender's acceptance of this Assignment, with all of the rights, powers, privileges and authority so created, will not, prior to Lender's entry upon and taking possession of the Property, be deemed to constitute Lender a mortgagee-in-possession, will not obligate Lender to appear in or defend any action or proceeding relating to the Leases or to take any action under this Agreement, to expend any money or incur any expenses under the Leases or this Assignment, to perform or discharge any obligation under the Leases or to assume any obligation for security deposits or other deposits delivered to Assignor by any Tenant and not delivered to Lender, and Lender will not be liable for any injury or damage to person or property sustained in or about the Property.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 3.1. Representations, Warranties and Covenants with Respect to Leases.

(a) All of the Leases affecting the Property as of the date of this Assignment (the "Existing Leases") are in full force and effect with no defaults or matters that with the passage of time or giving of notice would constitute a default; there are no existing defenses or offsets to the payment of Rent under the Existing Leases; each Existing Lease represents the entire agreement between the parties as to the leasing and to Assignor's knowledge, all of the Existing Leases are enforceable in accordance with their terms.

(b) Each of the Tenants under the Existing Leases is in occupancy, paying Rent, open and conducting business in its respective leased premises and is free from bankruptcy, reorganization or other proceeding for the relief of debtors under any federal or state insolvency statute.

(c) Assignor has complied with all obligations and satisfied all conditions (including any co-tenancy requirements) under the Existing Leases that Assignor as landlord must have complied with or satisfied on or before the date of this Assignment.

(d) Assignor has not collected and will not collect Rents under the Leases, excluding security deposits, more than one month in advance.

(e) Assignor is the landlord under the Leases, has the authority to assign the Leases and the Rents and there is not and will not be any assignment, pledge or mortgage of the Assigned

UNOFFICIAL COPY

Property other than this Assignment, except with Lender's prior written consent, which may be withheld in Lender's sole discretion.

(f) The Tenant under the Lease for the Property is a Borrower party to the Credit Agreement.

(g) None of the Leases contains or will contain obligations of Assignor to make improvements to the Property, including the respective leased premises, to make any payment or give any credit or allowance to tenants or to pay any leasing commissions arising out of the Leases, except for improvement obligations, payments, credit allowances or leasing commissions (i) provided for in the Lender-approved form lease, (ii) arising prior to commencement or during the first 6 months of the term of the Lease, (iii) that have been satisfied by Assignor prior to the date of this Assignment or (iv) that specifically exclude Lender or any other purchaser in foreclosure from liability for such obligations.

(h) Assignor has not and will not discount, compromise or discharge any of Tenants' obligations under the Leases without Lender's consent not to be unreasonably withheld.

(i) Assignor as landlord does not and will not have any obligations under the Leases with respect to off-site improvements.

(j) Some of the Tenants have or will have the right to receive or to direct the use of Insurance Proceeds and/or proceeds of condemnation awards, to the limited extent set forth in the Leases heretofore provided by Assignor to Lender.

(k) Assignor will perform the landlord's obligations under the Leases and will enforce the terms of the Leases to be performed by the Tenants.

(l) Upon the request of the Lender after the occurrence of an Event of Default, Assignor shall notify the Tenants under all Existing Leases and all Leases executed after the date of this Assignment that:

- (i) the Mortgage is in existence;
- (ii) the Leases and the Rents have been assigned to Lender; and
- (iii) any security deposits made under the Leases have been assigned to Lender.

ARTICLE IV

FUTURE LEASING

Section 4.1. Covenants Regarding Future Leasing. Assignor will not lease any portion of the Property to a person that is not a Borrower party to the Credit Agreement without the Lender's prior written consent.

UNOFFICIAL COPY

ARTICLE V

TERMINATION, CANCELLATION OR SURRENDER OF LEASES

Section 5.1. Termination, Cancellation or Surrender of Leases.

(a) To the extent that any portion of the Property is subject to a Lease with a person that is not a Borrower party to the Credit Agreement, Assignor may terminate or cancel any Lease or accept surrender of any leased premises prior to the scheduled expiration date of the Lease in its reasonable discretion and without Lender's prior written consent, if the following conditions are met:

(i) there is no Event of Default at the time of termination, cancellation or surrender;

(ii) the term of the affected Lease will expire within six months, the tenant is in default under the affected Lease for more than 60 days or Assignor has determined in Assignor's reasonable business judgment that it is economically beneficial to the Property to terminate or cancel the affected Lease and relet the space taking into account the time and costs associated with reletting the space; and

(iv) Lender has not revoked Assignor's privilege to terminate or cancel Leases and accept surrender of leases premises as provided in this Assignment.

If the preceding conditions are not met, Assignor will not terminate or cancel any Lease or accept surrender of any leased premises prior to the scheduled expiration date of the Lease without Lender's prior written consent. If Assignor requests Lender's consent in connection with the provision above, Lender will make an effort to respond within a reasonable time frame given the circumstances.

(b) After the occurrence of an Event of Default and upon the occurrence of any of the following, Lender may revoke Assignor's privilege to terminate or cancel Leases and accept surrender of leased premises without Lender's prior written consent:

(i) Lender sells or otherwise transfers the Loan Documents; or

(ii) annual gross revenues from the Property are less than the aggregate of annual Debt Service Payments, impositions, insurance premiums and operating expenses for the Property.

(c) Assignor's privilege to terminate or cancel Leases and accept surrender of leased premises without Lender's prior written consent automatically terminates upon the occurrence of an Event of Default, but shall be reinstated if such Event of Default is cured, provided the foregoing does not establish any right to cure an Event of Default that is not otherwise provided in the Loan Documents.

UNOFFICIAL COPY

(d) Except for a cancellation or termination fee paid pursuant to a cancellation or termination right set forth on Schedule I, if any Lease is terminated or cancelled or leased premises surrendered, Assignor will pay to Lender immediately upon receipt by Assignor any termination, cancellation or surrender fee (the "Termination Fee") paid by the Tenant to be applied by Lender to any portion of the Obligations Secured as selected by Lender in its sole discretion. Notwithstanding the preceding sentence, in the event any such termination fee is payable to Lender pursuant to this paragraph, provided that no Event of Default has occurred and is continuing, the money shall be put into escrow with an escrow agent reasonably acceptable to Lender and Assignor, pursuant to an escrow agreement reasonably acceptable to Lender and Assignor, which will provide, in part, for the escrowed amounts to be made available to Assignor, subject to the conditions contained therein, for application toward leasing commissions and tenant improvement costs associated with the Property.

ARTICLE VI

REPORTING

Section 6.1. Reporting. To the extent that any portion of the Property is leased to a person that is not a Borrower party to the Credit Agreement, then:

(a) Assignor will deliver to Lender within 90 days after the close of each Fiscal Year a then current rent roll for the Property accompanied by a Certification of Rent Roll certified by Assignor's chief financial officer.

(b) Assignor will deliver to Lender within 30 days after the close of each Fiscal Year operating and capital budgets for the Property for the then current Fiscal Year.

(c) If Lender requests, Assignor will deliver to Lender within 30 days after the end of each fiscal quarter a certified quarterly cash basis income and expense statement for the Property for the immediately preceding fiscal quarter.

(d) If Lender requests, Assignor will deliver to Lender within 15 Business Days of the request:

(i) a certificate disclosing any contracts with affiliates of Assignor in connection with the Property;

(ii) a certified rent roll for the Property prepared not more than 15 Business Days before delivery; and

(iii) within 30 days of Lender's request therefor, a certified cash basis income and expense statement for the Property prepared for the period requested by Lender or, if not specified, then for the period commencing the later of the beginning of the Fiscal Year in which the request is made or the date of the last certified income and expense statement delivered to Lender and continuing through the last day of the calendar month preceding the request.

UNOFFICIAL COPY

(e) Assignor will deliver promptly to Lender any other information with respect to the operation and management of Assignor and the Property as Lender may request from time to time.

ARTICLE VII

LICENSE TO COLLECT RENTS; APPLICATION OF RENTS

Section 7.1. License to Collect Rents.

(a) Subject to subsection 7.1(c) below, Lender grants to Assignor a license to collect the Rents as they become due under the Leases, receiving and holding the Rents as a trust fund for the benefit of Lender.

(b) Intentionally omitted.

(c) If an Event of Default occurs, Assignor's license to collect the Rents will terminate automatically, without any action required of Lender, but shall be reinstated if such Event of Default is cured; provided the foregoing does not establish any right to cure an Event of Default that is not otherwise provided in the Loan Documents. If Assignor nevertheless collects any Rents after the license terminates, Assignor nevertheless will hold such Rents as a trust fund for the benefit of Lender and will apply such Rents only to the payments described in clauses (i) through (iv) in subsection 7.1(b).

ARTICLE VIII

DEFAULTS AND REMEDIES

Section 8.1. Events of Default. The occurrence or existence of any "Event of Default" under the Credit Agreement or any other Loan Document (as defined in the Credit Agreement) shall constitute an Event of Default hereunder.

Section 8.2. Remedies. If an Event of Default occurs, Lender may take any of the following actions (the "Assignment Remedies") without notice to Assignor:

- (a) exercise any of the remedies in Section 7 of the Mortgage; and
- (b) directly or through a Receiver or as a mortgagee-in-possession as authorized by the court:
 - (i) take possession and control of the Property;
 - (ii) manage and operate the Property;

UNOFFICIAL COPY

(iii) require Assignor to deliver to Lender or the Receiver all security deposits, all books and records relating to the Property and Assignor and all original counterparts of the Leases;

(iv) collect, sue for and give receipts for the Rents and, after paying all expenses of collection, including a Receiver's fee and expenses, any broker's fees and commissions, and any attorneys' fees (including expert fees, disbursements and costs) apply the net collections to the operation, management and leasing of the Property and thereafter as provided in the Loan Documents;

(v) make, modify, enforce, terminate or accept surrender of Leases and evict tenants;

(vi) appear in and defend any proceeding brought in connection with the Assigned Property and bring any proceeding, in the name and on behalf of Assignor, that Lender, in its sole discretion, determines should be brought to protect the Assigned Property or Lender's interest in the Assigned Property;

(vii) perform any act in the place of Assignor that Lender or the Receiver deems necessary to preserve the value, marketability or rentability of the Property, to increase the gross receipts from the Property or to protect Lender's interest in the Property.

Section 8.3. General Provisions Pertaining to Remedies.

(a) The Assignment Remedies are cumulative and may be pursued concurrently or otherwise, at such time and in such order as Lender may determine in its sole discretion and without presentment, demand, protest or further notice of any kind, all of which are expressly waived by Assignor.

(b) The enumeration in the Loan Documents of specific rights or powers will not be construed to limit any general rights or powers or impair Lender's rights with respect to the Assignment Remedies.

(c) If Lender exercises any of the Assignment Remedies, Lender will not be deemed a mortgagee-in-possession.

(d) Lender will not be liable for any act or omission of Lender in connection with the exercise of the Assignment Remedies except for its willful misconduct and criminal behavior.

(e) Lender's right to exercise any Remedy will not be impaired by Lender's delay in exercising or failure to exercise the Assignment Remedies and will not be construed as extending any cure period or constitute a waiver of the default or Event of Default.

(f) If an Event of Default occurs, Lender's or a Receiver's payment or performance or acceptance of payment or performance will not be deemed a waiver or cure of the Event of Default.

UNOFFICIAL COPY

(g) Lender's or a Receiver's acceptance of partial payment will not extend or affect any grace period or constitute a waiver of a default or Event of Default but will be credited against the unpaid Obligations Secured.

(h) If Lender or a Receiver exercises any of the Assignment Remedies, such action will not cure or waive any default, will not waive, modify or affect any notice of default under the Loan Documents and will not invalidate any act done pursuant to a notice of default under the Loan Documents. Once Lender exercises the Assignment Remedies, Lender's enforcement will continue for so long as Lender elects, notwithstanding that the collection and application of the Rents may have cured the original default. If Lender elects to discontinue the exercise of the Assignment Remedies, the Assignment Remedies may be reasserted at any time and from time to time following a subsequent Event of Default.

(i) A demand by Lender or the receiver on any Tenant to pay the Rents to Lender or the receiver by reason of an Event of Default will be sufficient notice to the Tenant to make future payments of Rents to Lender or the receiver without the necessity for consent by Assignor.

Section 8.4. Payment of Expenses. Assignor is obligated to pay all expenses incurred by Lender or the receiver or that are otherwise payable in connection with this Assignment or the Leases, the Rents or any other Assigned Property, including expenses relating to (i) any proceeding or other claim asserted against Lender and (ii) the preservation of Lender's security and the exercise of any Assignment Remedies.

Section 8.5. Duty to Defend. If Lender or any of its trustees, officers, participants, employees or affiliates is a party in any proceeding relating to this Assignment or the Leases and the Rents, Assignor will defend and hold harmless the party with attorneys and other professionals retained by Assignor and approved by Lender. At its option, Lender may engage its own attorneys and other professionals, at Assignor's expense, to defend or assist the party. In either event, the proceeding will be controlled by Lender, but Lender will keep Assignor informed with respect to such proceeding.

Section 8.6. Attorney-in-Fact. Assignor appoints Lender as Assignor's attorney-in-fact to perform, at Lender's election, any actions and to execute and record any instruments necessary to effectuate the actions described in this Article, in each instance only at Lender's election and only to the extent Assignor has failed to comply with the provisions of this Article. Such appointment is coupled with an interest and is irrevocable so long as any Obligations Secured remain outstanding.

ARTICLE IX

LIMITATION OF LIABILITY

This Assignment is subject to the limitations on liability set forth in the Mortgage.

ARTICLE X

UNOFFICIAL COPY

MISCELLANEOUS

Section 10.1 Further Assurances. Assignor will execute, acknowledge and deliver to Lender, a Receiver or any other entity Lender designates, any additional or replacement documents and perform any additional actions that Lender or the Receiver determines are reasonably necessary or desirable to evidence, perfect or protect Lender's interest in the Assigned Property or to carry out the intent or facilitate the performance of the provisions of this Assignment.

Section 10.2. Bankruptcy Proceeding Provisions.

(a) If Assignor receives on account of any proceeding including any proceeding under the Bankruptcy Code, any sums relating to the breach or rejection of any of the Leases by a Tenant or trustee of such Tenant under Section 365 of the Bankruptcy Code, including all damages arising out of such breach or rejection, all rights to charges payable by the Tenant or trustee in respect of the leased premises following the entry of an order for relief under the Bankruptcy code in respect of the Tenant and all rentals and other charges outstanding under the Lease as of the date of entry of such order for relief, Assignor will promptly deposit such sums in a segregated account (the "Account") with a depository and will cause the Account to be designated on the records of the Depository as collateral for the payment and performance of the Obligations Secured. Assignor hereby assigns, transfers and sets over to Lender, and grants to Lender a security interest in, all sums in the Account in consideration of the payment and performance of the Obligations Secured. Assignor will not withdraw any sums from or further encumber the Account without the Lender's prior written consent so long as the Obligations Secured remain outstanding; provided that if no Event of Default occurs the Account will be released to Assignor free of the lien and security interest granted hereby on the date on which Assignor enters into a new lease of the leased premises with a tenant and on terms and conditions satisfactory to Lender.

(b) Any proof of claim or similar document filed by the Lender in connection with the breach or rejection of any of the Leases by any lessee thereunder or trustee of any such lessee under Section 365 of the Bankruptcy Code will for the purpose of perfecting the Lender's rights conferred in Section 2.1 be deemed to constitute a petition by Lender against Assignor for sequestration of rents under the laws of the State or Commonwealth where the Property is located.

Section 10.3. Assignment Terminates Upon Payment in Full. Upon payment and performance in full of the Obligations Secured, this Assignment will terminate, but the affidavit, certificate, letter or statement of any officer of Lender showing any part of the Obligations Secured to be unpaid will be conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person, firm or corporation, may and is hereby authorized to rely thereon.

Section 10.4. No Further Assignment. Assignor will not further assign or otherwise transfer or encumber its interest in the Assigned Property without Lender's prior written consent, which may be withheld in Lender's sole discretion. Lender will only consent to any further

UNOFFICIAL COPY

assignment, transfer or encumbrance of the Assigned Property if (i) the subordinate assignment restricts the subordinate assignee from subordinating the Leases to any mortgage or other security instrument held by the subordinate assignee and requires the subordinate assignee to subordinate its interests to any Leases executed after the date of the subordinate assignment; (ii) the subordinate assignment prohibits the subordinate assignee from taking any action that would terminate, modify or amend or could result in the termination, modification or amendment of any of the Leases; and (iii) the subordinate assignee agrees that if it exercises its remedies under its assignment and either it or any party acting on its behalf collects any Rents, such Rents will be deemed collected for the benefit of Lender and held in trust for Lender and upon written demand, the party holding the Rents collected will immediately pay them to Lender. If any subordinate assignment does not contain the foregoing provisions, to the extent permitted by law, the subordinate assignee will be deemed bound by such provisions as if set forth in the subordinate assignment or any action taken by subordinate assignee that violates the foregoing provisions will be null and void.

Section 10.5. Applicable Law. The Assignment will be governed by and construed in accordance with the laws of the State or Commonwealth where the Property is located.

Section 10.6. Mortgage Provisions Incorporated. Sections 12, 17 and 21 of the Mortgage are applicable to this Assignment and are deemed incorporated by reference as if set forth at length.

Section 10.7. Covenants Run with the Land. The terms, covenants, conditions and warranties contained in this Assignment and the powers granted hereby will run with the Land, will inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and all lessees, sub-tenants and assigns of same, all subsequent owners of the Property and all subsequent holders of the Loan Documents.

[Signature on Following Page]

UNOFFICIAL COPY

IN WITNESS WHEREOF, this Assignment has been duly executed by the Assignor the day and year first above written.

COUNTRYSIDE HARLEY PROPERTIES, LLC, an Illinois
limited liability company

By: 

Name: Anthony G. Giglio

Title: Manager

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Exhibit A

LEGAL DESCRIPTION

PARCEL 1:

LOT 1 IN COUNTRYSIDE CITY CENTER, BEING A SUBDIVISION IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 18, 2012 AS DOCUMENT 1226210108 AND CERTIFICATE OF CORRECTION RECORDED OCTOBER 11, 2012 AS DOCUMENT 1228518001, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS RESERVED IN RECIPROCAL EASEMENT AND OPERATING AGREEMENT RECORDED AS DOCUMENT 1227018109 AND RE-RECORDED OCTOBER 12, 2012 AS DOCUMENT 1228639113 OVER AND UPON THE COMMON AREAS AS SET FORTH THEREIN.

PIN: 18-16-400-037-0000

Address: 9950 Joliet Road, Countryside, IL 60525

Property of Cook County Clerk's Office