

# UNOFFICIAL COPY



Doc#: 1431835023 Fee: \$78.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/14/2014 09:49 AM Pg: 1 of 14

Prepared by and after recording  
Return to:

Matthew R. Lewin  
Greenberg Traurig, LLP  
77 West Wacker Street  
Chicago, Illinois 60601

2

78-00856-4525468

Property of Cook County Clerk's Office

## ASSIGNMENT OF LEASES, RENTS AND PROFITS

THIS ASSIGNMENT OF LEASES, RENTS AND PROFITS (this "Assignment") is made as of the 31st day of October, 2014 by SEARCH, INC., an Illinois not-for-profit corporation (the "Beneficiary") having an address of 1925 N. Clybourn Ave., Chicago, Illinois 60614, and CHICAGO TITLE LAND TRUST COMPANY, as successor trustee to LaSalle Bank National Association, not personally but as successor trustee to American National Bank and Trust Company of Chicago, under Trust Agreement dated March 31, 1994 and known as Trust Number RV-012358 (the "Land Trust"), for the benefit of Beneficiary (Beneficiary and Land Trust being referred to collectively herein as "Assignor"), to and in favor of WINTRUST BANK, an Illinois banking association (the "Assignee") having an address of 190 South LaSalle Street, Chicago, Illinois 60603.

### RECITALS:

WHEREAS, the Illinois Finance Authority (the "Authority") has agreed to issue its Revenue Refunding Bond, Series 2014 (Search, Inc. Project) (the "Bond") in the principal amount of \$10,355,000 pursuant that certain Bond and Loan Agreement dated as of October 1, 2014 (as amended and supplemented from time to time in accordance with the terms hereof and thereof, the "Bond and Loan Agreement") by and among the Authority, the Assignor and Assignee;

WHEREAS, pursuant to the Bond and Loan Agreement, the Assignee has agreed to purchase the Bond from the Authority on the terms and conditions set forth in the Bond and Loan Agreement and that certain Additional Covenant Agreement dated October 31, 2014 (the "Additional Covenant Agreement" and, together with the Bond and Loan Agreement, the "Bond Related Agreements") between the Assignor and the Assignee;

S 4  
P 14  
S 1  
SC 1  
INT 1

# UNOFFICIAL COPY

WHEREAS, pursuant to the Bond and Loan Agreement, the Authority has agreed to loan the proceeds derived from the sale of the Bond to the Assignor to (i) refund a previous revenue bond issued by the Authority for the benefit of the Assignor, (ii) repay certain indebtedness of Assignor, and (iii) pay certain costs of issuance of the Bond;

WHEREAS, the obligations of the Assignor under the Bond Related Agreements are secured by, among other documents and instruments, that certain Mortgage, Assignment of Leases, Rents and Profits, Security Agreement and Fixture Filing of even date herewith (the "**Mortgage**") made by Land Trust to Assignee and encumbering the real property located in Cook County, Illinois, legally described in **Exhibit A** attached hereto and incorporated herein by reference (the "**Land**"), and the improvements located or to be constructed thereon (the "**Improvements**") (the Land and Improvements are, collectively, the "**Premises**"). All capitalized terms not specifically defined or referenced herein shall have the meanings ascribed to those terms in the Mortgage; and

WHEREAS, as a condition of its executing and delivering the Bond Related Agreements, Assignee requires that Assignor execute and deliver this Assignment.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, in order to secure the Borrower's obligations under the Bond Related Agreements and other "**Transaction Documents**" (as defined in the Additional Covenant Agreement), Assignor does hereby assign, transfer, set over and convey unto Assignee all of Assignor's right, title and interest in, to and under any and all leases, occupancy agreements, subleases or other tenancies, whether written or oral, which may now or at anytime hereafter exist, and any and all amendments, modifications, extensions, renewals and replacements thereof, upon all or any part of the Premises (hereinafter collectively referred to as the "**Leases**");

Together with any and all guaranties of tenants' performance under the Leases;

Together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, proceeds and profits (hereinafter referred to as "**Rents**"), now due or which may hereafter become due or to which Assignor may now or may hereafter become entitled, or which Assignor may demand or claim, including those Rents coming due during any redemption period, arising or issuing from or out of the Leases or otherwise from or out of the Premises or any part thereof, including but not limited to minimum rents, additional rents, percentage rents, deficiency rents and liquidated damages following default, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability due to destruction or damage to the Premises, and all escrow accounts or security deposit accounts, together with any and all rights and claims of any kind Assignor may have against any tenant under the Leases or any subtenants or occupants of the Premises;

To have and to hold the same unto Assignee, its successors and assigns, until termination of this Assignment as hereinafter provided;

# UNOFFICIAL COPY

Subject, however, to the license hereby granted by Assignee to Assignor to collect and receive the Rents prior to the occurrence of a default hereunder; provided, however, that this License is limited as hereinafter set forth.

In order to protect the security of this Assignment, Assignor covenants and agrees as follows:

1. Assignor's Representations and Warranties Concerning Leases and Rents. Assignor represents and warrants, as of the date hereof and as of all dates hereafter, that:

(a) Assignor has good title to the Leases and Rents hereby assigned and good right and authority to assign them, free from any act or other instrument that might limit Assignor's right to make this Assignment or Assignee's rights hereunder, and no other person, firm or corporation has any right, title or interest therein; and

(b) Assignor has not previously sold, assigned, transferred, mortgaged or pledged the Rents from the Premises, whether they are due now or to become due hereafter.

2. Assignor's Covenants of Performance. Assignor covenants and agrees to:

(a) Observe, perform and fulfill, duly and punctually, all of the obligations, terms, covenants, conditions and warranties of the Bond Related Agreements, the other Transaction Documents and the Leases that Assignor is to keep, observe and perform, and give prompt notice to Assignee of any failure on the part of Assignor to observe, perform and discharge the same;

(b) Give prompt notice to Assignee of any notice, demand or other document received by Assignor from any tenant or subtenant under the Leases specifying any default claimed to have been made by Assignor under the Leases;

(c) Enforce or secure the performance of each and every material obligation, term, covenant, condition and warranty in the Leases to be performed or fulfilled by any tenant;

(d) Appear in and defend any action or proceeding arising under, occurring out of or in any manner connected with the Leases or the obligations, duties or liabilities of Assignor and any tenant thereunder;

(e) Pay all costs and expenses of Assignee, including attorneys' fees, in any action or proceeding in which Assignee may appear in connection herewith; and

(f) Neither create nor permit any lien, charge or encumbrance upon its interest in the Premises, Leases or Rents, or as lessor of the Leases, except for the lien of the Mortgage or as provided in the Mortgage.

# UNOFFICIAL COPY

3. Prior Approval for Actions Affecting Leases. Assignor further covenants and agrees that it shall not, without the prior written consent of Assignee:

(a) Except for the collection of security deposits from the tenants, receive or collect any Rents, in cash or by promissory note, from any present or future tenant of the Premises, or any part thereof, for a period of more than one (1) month in advance of the date on which such payment is due, or further pledge, transfer, mortgage or otherwise encumber or assign the Leases or future payments of Rents, or incur any indebtedness, liability or other obligation to any tenant;

(b) Waive, excuse, condone, abate, concede, discount, set off, compromise or in any manner release or discharge any tenant under any of the Leases of and from any obligation, covenant, condition or warranty to be observed, performed or fulfilled by the tenant, including the obligation to pay the rents thereunder in the manner and at the place and time specified therein other than in the exercise of Assignor's reasonable business judgment in the ordinary course of Assignor's operation of the Premises;

(c) Cancel, terminate or consent to any surrender of any of the Leases, permit any cancellation or termination, commence an action of ejectment or any summary proceedings for dispossession of the tenant under any of the Leases, or exercise any right of recapture provided in any of the Leases, or consent to any assignment of or subletting under any of the Leases other than in the exercise of Assignor's reasonable business judgment in the ordinary course of Assignee's operation of the Premises; or

(d) Enter into any Lease or Leases of the Premises other than as approved by Lender.

4. Rejection of Leases. In the event any lessee under the Leases should be the subject of any proceeding under the Federal Bankruptcy Act, 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 of the Leases is so rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for rejection of any such Lease will be made payable both to Assignor and Assignee. Assignor hereby assigns any such payment to Assignee and further covenants and agrees, upon the request of Assignee, to endorse to the order of Assignee any such check, the proceeds of which will be applied to whatever portion of the indebtedness secured by this Assignment as Assignee may elect.

5. Default Deemed Default Under the Transaction Documents and Mortgage. In the event any representation or warranty of Assignor made herein shall be found to be untrue, or Assignor shall default in the performance or fulfillment of any obligation, term, covenant, condition or warranty herein, and such default is not cured within fifteen (15) days after notice thereof from Assignee (or, with respect to a default under Paragraph 2(a) hereof, such shorter or longer cure period as may be permitted by the pertinent Transaction Document), the same shall constitute an "Event of Default" hereunder and Assignee may, at its option, declare each such instance to be an "Event of Default" under either Bond Related Agreement, the Mortgage and the other Transaction

# UNOFFICIAL COPY

Documents, thereby entitling Assignee to declare all sums secured hereby and thereby immediately due and payable, and to exercise any and all of the rights and remedies provided thereunder and herein, as well as by law.

6. Right to Collect Rents. As long as there shall exist no Event of Default by Assignor in the payment of any indebtedness secured hereby, or in the performance or fulfillment of any other obligation, term, covenant, condition or warranty contained herein or in either Bond Related Agreement, the Mortgage or in the other Transaction Documents, Assignor shall have the ability under a license granted hereby, but limited as provided in the following paragraph, to collect, but not prior to accrual, all of the Rents arising from or out of said Leases or any renewals, extensions and replacements thereof, or from or out of the Premises or any part thereof. Assignor shall receive such Rents and shall hold them as a trust fund to be applied as required under the terms and conditions of the Loan Agreements.

7. Enforcement and Termination of Right to Collect Rents. Upon or at any time after default in the payment of any indebtedness secured hereby, or in the performance or fulfillment of any obligation, term, covenant, condition or warranty contained herein or in either Bond Related Agreement, the Mortgage or in the other Transaction Documents, and such default is not cured within the time period, if any, permitted for the curing of same in the applicable Transaction Document, Assignee shall have, at its option and without further notice, the complete right, power and authority to exercise and enforce any or all of the following rights and remedies at any time:

(a) To terminate the license granted to Assignor to collect the Rents without taking possession, and to demand, collect, receive, sue for, attach and levy against the Rents in Assignee's own name; to give proper receipts, releases and acquittances therefor; and after deducting all necessary costs and expenses of operation and collection, including attorneys' fees, to apply the net proceeds thereof, together with any funds of Assignor deposited with Assignee, upon any indebtedness secured hereby in such order as Assignee may determine, and this Assignment shall constitute a direction to and full authority to any lessee, tenant or other third-party who has heretofore dealt or may hereafter deal with Assignor or Assignee, at the request and direction of Assignee, to pay all Rents owing under any Lease or other agreement to Assignee without proof of the default relied upon, and any such lessee, tenant or third-party is hereby irrevocably authorized to rely upon and comply with (and shall be fully protected by Assignor in so doing) any request, notice or demand by Assignee for the payment to Assignee of any Rents or other sums which may be or may thereafter become due under its Lease or other agreement, or for the performance of any undertakings under any such lease or other agreement, and shall have no duty to inquire as to whether any default hereunder or under either Bond Related Agreement, the Mortgage or in the other Transaction Documents has actually occurred or is then existing;

(b) To declare all sums secured hereby immediately due and payable and, at its option, exercise all or any of the rights and remedies contained in either Bond Related Agreement, the Mortgage or in the other Transaction Documents;

# UNOFFICIAL COPY

(c) Without regard to the adequacy of the security or the solvency of Assignor, with or without any action or proceeding through any person, by agent or by a receiver to be appointed by a court, and without regard to Assignor's possession, to enter upon, take possession of, manage and operate the Premises or any part thereof; make, modify, enforce, cancel or accept surrender of any Leases now or hereafter in effect on said Premises or any part thereof; remove and evict any lessee; increase or decrease rents; clean, maintain, repair or remodel the Premises; otherwise do any act or incur any costs or expenses that Assignee shall deem proper to protect the security hereof, as fully and to the same extent as Assignor could do if in possession; and apply Rents so collected in such order as Assignee shall deem proper to the payment of costs and expenses incurred by Assignee in enforcing its rights and remedies hereunder, including court costs and attorneys' fees, and to the payment of costs and expenses incurred by Assignee in connection with the operation and management of the Premises, including management and brokerage fees and commissions, and to the payment of the indebtedness secured hereby; and

(d) Require Assignor to transfer all security deposits to Assignee, together with all records evidencing these deposits.

Provided, however, acceptance by Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking possession of said Premises by Assignee, be deemed or construed to constitute Assignee a "Mortgagee in Possession," nor thereafter or at any time or in any event obligate Assignee to appear in or defend any action or proceeding relating to the Leases or to the Premises, to take any action hereunder, to expend any money, incur any expenses or perform or discharge any obligation, duty or liability under the Leases, or to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by any lessee thereunder and not assigned and delivered to Assignee. Furthermore, Assignee shall not be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Premises.

Provided further, however, collection of Rents and their application as aforesaid and/or the entry upon and taking possession of the Premises shall not cure or waive any default; waive, modify or affect any notice of default required under either Bond Related Agreement or the Mortgage; or invalidate any act done pursuant to such notice.

The rights, powers and remedies conferred on Assignee hereunder (a) shall be cumulative and concurrent with and not in lieu of any other rights, powers and remedies granted to Assignee hereunder or under either Bond Related Agreement, the Mortgage or other Transaction Documents, or which may be available to Assignee at law or equity; (b) may be pursued separately, successively or concurrently against any assignor or the Premises; (c) may be exercised as often as occasion therefor shall arise, it being agreed by Assignor that the exercise or failure to exercise any of the same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse; and (d) are intended to be, and shall be, non-exclusive.

8. Authority to Cure Default. Assignee shall have the right and option, at any time or from time to time, in its sole discretion (but under no circumstances shall it be required or

# UNOFFICIAL COPY

obligated), to take in its name or in the name of Assignor such action as Assignee may determine to be necessary to cure any default of Assignor under any of the Leases, whether or not any applicable cure or grace period has expired. Assignor agrees to protect, defend, indemnify and hold harmless Assignee from and against any and all loss, cost, liability or expense (including, but not limited to, attorneys' fees and expenses) in connection with Assignee's exercise of its rights hereunder, with interest thereon at the Default Rate set forth in the Mortgage.

9. Indemnification. Assignor hereby agrees to defend, indemnify and hold Assignee harmless from any and all liability, loss, damage or expense that Assignee may incur under, or by reason or in defense of, any and all claims and demands whatsoever which may be asserted against Assignee arising out of the Leases, including, but not limited to, any claims by any tenants of credit for rental for any period under any Leases more than one (1) month in advance of the due date thereof paid to and received by Assignor but not delivered to Assignee. Such indemnity shall not extend to any such matters to the extent the same are the result of any affirmative act of Lender which is judicially determined to constitute the gross negligence of, or willful misconduct by, Lender. Should Assignee incur any such liability, loss, damage or expense, the amount thereof, including attorneys' fees, with interest thereon at the Default Rate set forth in the Mortgage, shall be payable by Assignor within three (3) business days after demand, and shall be secured as a lien hereby and by the Mortgage.

10. Records. Until the indebtedness secured hereby shall have been paid in full, Assignor shall deliver to Assignee executed copies of any and all Leases and all future Leases upon all or any part of the Premises, and will, if Assignee requests, specifically transfer and assign such Leases upon the same terms and conditions as herein contained, but Assignor acknowledges and agrees that such specific assignment and transfer shall not be required to make this Assignment operative with respect to such future Leases. Assignor hereby covenants and agrees to make, execute and deliver to Assignee, upon demand and at any time, any and all further or additional assignments, documents and other records and instruments, including, but not limited to, rent rolls and books of account sufficient for the purpose that Assignee may deem to be necessary or advisable for carrying out the purposes and intent of, or otherwise to effectuate, this Assignment.

11. No Waiver. The failure of Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time or at any time shall not be construed or deemed to be a waiver of any such right, and nothing herein contained nor anything done or omitted to be done by Assignee pursuant hereto shall be deemed a waiver by Assignee of any of its rights and remedies under the Bond Related Agreements, the Mortgage or other Transaction Documents, or the laws of the state in which the Premises are situated. The rights of Assignee to collect the indebtedness secured hereby, to enforce any other security therefor or to enforce any other right or remedy hereunder may be exercised by Assignee either prior to, simultaneously with, or subsequent to any other action taken hereunder and shall not be deemed an election of remedies.

12. Primary Security. Assignor agrees that this Assignment is primary in nature to the obligations of the Assignor to the Assignee evidenced and/or secured by the Bond Related Agreements, the Mortgage and other Transaction Documents, and any other document given to secure and collateralize the indebtedness secured hereby. Assignor further agrees that Assignee

# UNOFFICIAL COPY

may enforce this Assignment without first resorting to or exhausting any other security or collateral; provided, however, nothing herein contained shall prevent Assignee from successively or concurrently suing on the Transaction Documents, foreclosing the Mortgage or exercising any other right under any other Transaction Document.

13. Merger. (i) The fact that the Leases or the leasehold estates created thereby may be held, directly or indirectly, by or for the account of any person or entity which shall have an interest in the fee estate of the Premises, (ii) the operation of law, or (iii) any other event, shall not merge any Leases or the leasehold estates created thereby with the fee estate in the Premises, as long as any of the indebtedness secured hereby shall remain unpaid, unless Assignee shall consent in writing to such merger.

14. Termination of Assignment. Upon payment in full of all of the indebtedness secured hereby, Assignee shall execute and deliver a release of this Assignment. No judgment or decree entered as to said indebtedness shall operate to abrogate or lessen the effect of this Assignment until the indebtedness has actually been paid. The affidavit, certificate, letter or statement of any officer of Assignee showing that any part of said indebtedness has remained unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment. Any person, firm or corporation may, and is hereby authorized to, rely on such affidavit, certificate, letter or statement. A demand by Assignee to any tenant for payment of rents by reason of any default claimed by Assignee shall be sufficient direction to said tenant to make future payments of Rents to Assignee without the necessity for further consent by or notice to, Assignor.

15. Notice. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given as provided in the Additional Covenant Agreement

16. Successors. The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land and shall inure to the benefit of and bind all parties hereto and their respective heirs, successors and assigns, all tenants and their subtenants and assigns, all subsequent owners of the Premises, all successors, transferees and assignees of Assignee and all subsequent holders of the Mortgage.

17. Additional Rights and Remedies. In addition to but not in lieu of any other rights hereunder, Assignee shall have the right to institute suit and obtain a protective or mandatory injunction against Assignor to prevent a breach or default, or to enforce the observance of the agreements, covenants, terms and conditions contained herein, as well as the right to ordinary and punitive damages occasioned by any breach or default by Assignor.

18. Severability. If any provision of this Assignment, or the application thereof to any entity, person or circumstance, shall be invalid or unenforceable to any extent, the remainder of this Assignment, and the application of its provisions to other entities, persons or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.



# UNOFFICIAL COPY

19. Third Party Beneficiaries. It is expressly agreed by Assignor that this Assignment shall not be construed or deemed made for the benefit of any third party or parties.

20. Entire Agreement. This document contains the entire agreement concerning the Assignment of Leases and Rents between the parties hereto. No variations, modifications or changes herein or hereof shall be binding upon any party hereto, unless set forth in a document duly executed by, or on behalf of, such party.

21. Construction. Whenever used herein and the context requires it, the singular shall include the plural, the plural the singular, and any gender shall include all genders. All obligations of each Assignor hereunder shall be joint and several.

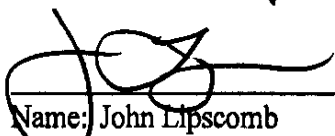
22. Governing Law. THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS (WITHOUT GIVING EFFECT TO ILLINOIS' PRINCIPLES OF CONFLICTS OF LAW), EXCEPT TO THE EXTENT THAT THE LAWS OF THE UNITED STATES OF AMERICA AND ANY RULES, REGULATIONS, OR ORDERS ISSUED OR PROMULGATED THEREUNDER, APPLICABLE TO THE AFFAIRS AND TRANSACTIONS ENTERED INTO BY ASSIGNEE, OTHERWISE PREEMPT ILLINOIS LAW; IN WHICH EVENT SUCH FEDERAL LAW SHALL CONTROL. ASSIGNOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY ILLINOIS OF FEDERAL COURT SITTING IN CHICAGO, ILLINOIS OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY OF THE TRANSACTION DOCUMENTS.

23. WAIVER OF JURY TRIAL. ASSIGNOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER TRANSACTION DOCUMENTS OR ANY OF THE BOND RELATED DOCUMENTS.

# UNOFFICIAL COPY

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

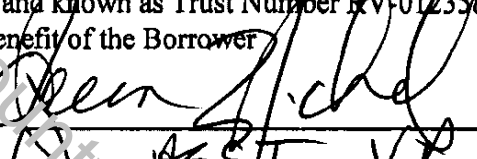
**SEARCH, INC.**, an Illinois not-for-profit corporation

By:   
Name: John Lipscomb  
Title: President and Chief Executive Officer

Property of COOK COUNTY CLERK

**CHICAGO LAND TRUST COMPANY**, as successor trustee to LaSalle Bank National Association, not personally but as successor trustee to American National Bank and Trust Company of Chicago, under Trust Agreement dated March 31, 1994 and known as Trust Number RV-012358, for the benefit of the Borrower



By:   
Its: ASST VP

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

# UNOFFICIAL COPY

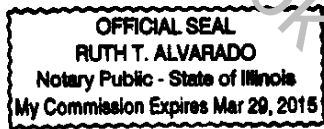
## ACKNOWLEDGMENT

STATE OF ILLINOIS       )  
                                          )  
COUNTY OF COOK        )

I, RUTH T. ALVARADO a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that John Lipscomb the President and Chief Executive Officer of SEARCH INC., an Illinois not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23<sup>rd</sup> day of October, 2014.

{SEAL}



*Ruth T. Alvarado*  
Notary Public

My Commission expires:

March 29, 2015

# UNOFFICIAL COPY

## ACKNOWLEDGMENT

STATE OF ILLINOIS       )  
                                          )  
COUNTY OF COOK       )

I, Silvia Medina, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that KENNETH the ASST. VICE PRESIDENT of Chicago Title Land Trust Company, an Illinois not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31<sup>st</sup> day of October, 2014.

{SEAL}

Silvia Medina  
Notary Public

My Commission expires:  
\_\_\_\_\_, 20\_\_



# UNOFFICIAL COPY

## EXHIBIT A

### Legal Description

#### 8248 North Gross Point, Morton Grove, Illinois

LOTS 1, 2, 3 AND 4 (EXCEPT THAT PART OF SAID LOTS DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 54.92 FEET; THENCE EAST 128.90 FEET TO A POINT ON THE NORTHWESTERLY LINE OF GROSS POINT ROAD, SAID POINT BEING 62.60 FEET NORTHEASTERLY OF THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF GROSS POINT ROAD AFORESAID, A DISTANCE OF 62.60 FEET TO SAID SOUTHWEST CORNER OF LOT 4, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 4, 100.40 FEET TO THE PLACE OF BEGINNING

ALSO THE EAST 1/2 AND THE SOUTHEAST 1/2 OF THE VACATED ALLEY ADJOINING LOTS 1, 2, 3 AND 4 (EXCEPT THAT PART OF SAID LOTS DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 54.92 FEET; THENCE EAST 128.90 FEET TO A POINT ON THE NORTHWESTERLY LINE OF GROSS POINT ROAD, SAID POINT BEING 62.60 FEET NORTHEASTERLY OF THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF GROSS POINT ROAD AFORESAID, A DISTANCE OF 62.60 FEET TO SAID SOUTHWEST CORNER OF LOT 4, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 4, 100.40 FEET TO THE PLACE OF BEGINNING ALL IN BLOCK 4 IN ARTHUR DUNAS SECOND TERMINAL SUBDIVISION OF A SUBDIVISION OF LOTS 4 AND 5 OF THE SUBDIVISION OF LOTS 1, 5 AND 6 OF OWNERS SUBDIVISION OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 10-21-309-011-0000

#### 4255 West Enfield, Skokie, Illinois

LOT 15 AND 16 IN BLOCK 4 IN DEMPSTER PARK, A SUBDIVISION OF LOTS 6, 7, 8 AND 9 IN SUBDIVISION OF THE SOUTH 40 ACRES OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 15, ALSO THE EAST 4 CHAINS OF THE SOUTH 20 CHAINS OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 10-15-430-057-0000

#### 908 South Golfview, Mount Prospect, Illinois

LOT 84 IN GOLFHURST, BEING A RESUBDIVISION OF LOT 3 IN OWNER'S SUBDIVISION OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF SAID GOLFHURST, REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON DECEMBER 3, 1958, AS DOCUMENT NUMBER 1832676, IN COOK COUNTY, ILLINOIS.

PIN: 08-13-201-076-0000

#### 5141 North Coyle, Skokie, Illinois

LOT 242 (EXCEPT THE WEST 7.00 FEET THEREOF) AND THE WEST 20.00 FEET OF LOT 243 IN KRENN AND DATO'S PRATT-LARAMIE SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF FRACTIONAL SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF

# UNOFFICIAL COPY

THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED AUGUST 22, 1924 AS DOCUMENT 8562351, IN COOK COUNTY, ILLINOIS.

PIN: 10-33-220-046-0000

## 4000 Colfax, Skokie, Illinois

LOT 7 (EXCEPT THE EAST 10 FEET THEREOF TAKEN FOR STREET) IN BLOCK 7 IN PARAMOUNT REALTY CORPORATION, THE HIGHLANDS CRAWFORD RIDGE TERMINAL SUBDIVISION OF LOT 1 (EXCEPT THE EAST 1 ROD THEREOF) AND OF LOTS 3, 4, 5, 6, 7 AND 8 (EXCEPT 1 ROD ON THE EAST AND WEST SIDE THEREOF) IN BERNARD DOETSCH'S SUBDIVISION OF THE NORTH 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1926 AS DOCUMENT 9259772, IN COOK COUNTY, ILLINOIS.

PIN: 10-10-405-339-0000

## 5307 West Church, Skokie, Illinois

LOT 6 IN ARCADIA SUBDIVISION. A SUBDIVISION OF ALL LOTS 1 TO 4 INCLUSIVE AND THAT PART OF LOTS 5 THROUGH 23 INCLUSIVE LYING SOUTHERLY OF THE LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 5 AFORESAID, SAID POINT BEING 60.17 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, ALL IN BLOCK 2 IN SUFFIELD TERRACE BEING A SUBDIVISION OF PART OF LOT 10 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 10-16-303-064-0000

## 8556 North Central Park, Skokie, Illinois

LOTS 41, 42 AND 43 IN BLOCK 7 IN HARRY A. ROTH AND COMPANY'S BROADVIEW HEIGHTS SUBDIVISION IN SECTION 23, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 10-23-126-021-0000; 10-23-126-022-0000; 10-23-126-023-0000

## 9007 Austin, Morton Grove, Illinois

THE SOUTH 15 FEET 6 INCHES OF LOT 18, LOT 19 AND LOT 20 (EXCEPT THE SOUTH 16 FEET 6 INCHES THEREOF) IN BLOCK 4 IN SOFIELD GARDENS, A SUBDIVISION OF THE EAST 1/2 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 10-17-408-058-0000