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This document prepared by and after
Recording return to:

Quarles & Brady LLP
300 North LaSalle Street, Suite 4000
Chicago, IL 60606
Attn: Joel V. Sestito, Esq.

Property Address:

400-410 West Huron Street
Chicago, Illinois 60654

Property Index Nos.:

17-09-120-013-0000
17-09-120-014-0000



Doc#: 1532416019 Fee: \$58.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/20/2015 10:07 AM Pg: 1 of 11

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of November 19, 2015, by and from **HURON SEDGWICK DEVELOPMENT LLC**, an Illinois limited liability company ("Assignor"), whose address is c/o Smithfield Properties, LLC, 126 West Chicago Avenue, Chicago, Illinois 60654, for the benefit of **MB FINANCIAL BANK, N.A.**, a national banking association, and its successors and assigns, whose address is 363 West Ontario, 2nd Floor, Chicago, Illinois 60654 ("Administrative Agent"), as administrative agent for certain financial institutions (together with their successors and assigns, the "Lenders") and for the benefit of the Lenders.

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.

B. Assignor, Administrative Agent and the Lenders entered into a certain loan arrangement (the "Loan") pursuant to that certain Construction Loan and Security Agreement dated as of even date herewith, made by and among Assignor, Administrative Agent and the Lenders (as amended, modified and restated from time to time, the "Loan Agreement"), which Loan is evidenced by those certain Promissory Notes each dated as of even date herewith, made by Assignor in favor of each Lender (individually and collectively, as applicable, as amended, modified and restated from time to time, the "Notes"), pursuant to which the Lenders made loans to Assignor in the aggregate maximum principal amount of Thirty-Two Million Four Hundred Sixty Thousand Eight Hundred Eighty and No/100 Dollars (\$32,460,880.00).

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C. The Loan is secured, among other items, by (i) a certain Construction Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents (as amended, modified and restated from time to time, the "Mortgage"), dated as of even date herewith, executed and delivered by Assignor in favor of Administrative Agent for the benefit of the Lenders, encumbering certain interests in real and personal property as more particularly described on Exhibit A attached hereto (the "Property"); (ii) a certain Guaranty of Payment dated as of even date herewith from William Harris Smith ("W. Smith"), an individual, and Level 5 Trust (the "Trust") in favor of Administrative Agent for the benefit of the Lenders (as amended, modified, and restated from time to time, the "Guaranty of Payment"); (iii) a certain Guaranty of Completion dated as of even date herewith from W. Smith, the Trust, and Smithfield Construction Group, Inc., an Illinois corporation ("Smithfield Construction"; together with W. Smith and the Trust, individually and collectively, jointly and severally, "Guarantor") in favor of Administrative Agent for the benefit of the Lenders (as amended, modified, and restated from time to time, the "Guaranty of Completion"; together with the Guaranty of Payment, individually and collectively, as applicable, the "Guaranty") and (iv) certain other documents securing repayment of the Notes (together with the Mortgage, this Assignment, the Loan Agreement, the Guaranty, the Notes, and all other documents evidencing or securing the Loan, the "Loan Documents"). All of the agreements, conditions, covenants, provisions and stipulations contained in the Loan Agreement and the Loan Documents are hereby made a part of this Assignment to the same extent and with the same force and effect as if they were fully set forth herein and Assignor covenants and agrees to keep and perform them, or cause them to be kept and performed, strictly in accordance with their terms.

F. Assignor is required as a condition to the making of the Loan to transfer and assign to Administrative Agent for the benefit of the Lenders 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 to make 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.

"Obligations" means the obligations of Assignor under the Loan Agreement, the Notes, the Mortgage, this Assignment, and the other Loan Documents.

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“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 Administrative Agent, for the benefit of the Lenders, 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 Administrative Agent, for the benefit of the Lenders, 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 (“License”), but not in advance, and to enforce the Leases. The License shall automatically be revoked, at Administrative Agent’s option, upon the occurrence of an Event of Default. Assignor covenants and agrees that in exercising its License it shall hold all rents in trust and shall apply the same first to the payment of the reasonable expenses of owning, maintaining, repairing, operating and renting the Property, and then to payment of the Obligations.

4. **Representations and Warranties.** Assignor hereby represents and warrants to the Lenders that: (a) Assignor is the absolute owner of the entire lessor’s interest in each of the Leases, with absolute right and title to assign the Leases and the Rents; (b) the Leases are valid, enforceable and in full force and effect and have not been modified, amended or terminated; (c) there are no outstanding assignments or pledges of the Leases or of the Rents and no other party has any right, title or interest in the Leases or the Rents; (d) there are no existing defaults under the provisions of the Leases on the part of the lessor and to Assignor’s knowledge, there are no existing defaults under the provisions of the Leases on the part of Lessees thereunder; (e) to Assignor’s knowledge, no Lessee has any defense, set-off or counterclaim against Assignor; (f) no Lessee has any purchase option or first refusal right or any right or option for additional space with respect to the Property; (g) 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 except for security or similar deposits; and (h) 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.

5. **Covenants of Assignor.**

5.1 **New Leases and Lease Terminations and Modifications.** Assignor shall not enter into, cancel, surrender or terminate (except as a result of a material default by Lessees thereunder and failure of such Lessee to cure the default within the applicable time periods set forth in the Lease), amend or modify any Lease, or make any subsequent assignment or pledge of a Lease, or consent to the subordination of the interest of any Lessee in any Lease, or consent to any

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assignment by and Lessee or any subletting, without the prior written consent of Administrative Agent. Any attempt to do any of the foregoing without the prior written consent of Administrative Agent (if such consent is required) shall be null and void.

5.2 Performance under Leases. Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and Assignor shall not do or suffer to be done anything to impair the security thereof. With respect to any Lease, Assignor shall not (a) release the liability of any Lessee or any guaranty thereof, (b) consent to any Lessee's withholding of rent or making monetary advances and off-setting the same against future rentals, (c) consent to any Lessee's claim of a total or partial eviction, (d) consent to a termination or cancellation, except as specifically provided above, or (e) 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 more than one (1) month 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. 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;

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 lessor or any Lessee or guarantor thereunder, and shall pay all costs and expenses of Administrative Agent on behalf of the Lenders, including court costs and reasonable attorneys' fees, in any such action or proceeding in which Administrative Agent may appear;

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

5.9 Notice. Assignor shall immediately notify Administrative Agent 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 or liens for general real estate taxes not delinquent; and

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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, no settlement for damages shall be made without the prior written consent of Administrative Agent, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Administrative Agent, on behalf of the Lenders. Assignor hereby assigns any such payment to Administrative Agent and further covenants and agrees that upon the request of Administrative Agent, it will duly endorse to the order of Administrative Agent, on behalf of the Lenders any such check.

6. Cancellation of Lease. In the event that any Lease permits cancellation thereof on payment of consideration and the privilege of cancellation is exercised, the payments made or to be made by reason thereof are hereby assigned to Administrative Agent, on behalf of the Lenders, and if an Event of Default has occurred, shall be applied, at the election of Administrative Agent, to the Obligations in whatever order Administrative Agent shall choose in its discretion or shall be held in trust by Administrative Agent, for the benefit of the Lenders, 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.

7. Administrative Agent's Rights on Behalf of the Lenders Upon Lessee Bankruptcy. Upon the occurrence of an Event of Default, and if a Lessee under a Lease files or has filed against it any petition in bankruptcy or for reorganization, or undertakes or is subject to similar action, Administrative Agent, on behalf of the Lenders 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 Administrative Agent in writing, Administrative Agent'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. Administrative Agent, however, shall not be obligated to make timely filings of claims in any bankruptcy, reorganization or similar action, or to otherwise pursue creditor's rights therein.

8. Default of Assignor.

8.1 Remedies. Upon the occurrence of an Event of Default, Assignor's License to collect Rents shall immediately cease and terminate. Administrative Agent, on behalf of the Lenders, 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 of the Property in the same manner and to the same extent that Assignor might reasonably so act. In furtherance thereof, Administrative Agent, on behalf of the Lenders 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 Administrative Agent, on behalf of the Lenders, promptly upon any Event of

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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. Administrative Agent, on behalf of the Lenders, will, after payment of all proper costs, charges and any damages, apply the net amount of such Rents to the Obligations. Administrative Agent 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.

8.2 Notice to Lessee. Assignor hereby irrevocably authorizes each Lessee, upon demand and notice from Administrative Agent of the occurrence of an Event of Default, to pay all Rents under the Leases to Administrative Agent. Assignor agrees that each Lessee shall have the right to rely upon any notice from Administrative Agent directing such Lessee to pay all Rents to Administrative Agent, 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 Administrative Agent.

8.3 Assignment of Defaulting Assignor's Interest in Lease. Administrative Agent 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.

8.4 No Waiver. Administrative Agent'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. Administrative Agent's and/or the Lenders' rights and remedies hereunder are cumulative, and not in lieu of, but in addition to, any other rights and remedies the Lenders have under the Loan Agreement, the Notes, the Mortgage and any of the other Loan Documents. Administrative Agent's rights and remedies hereunder may be exercised as often as Administrative Agent deems expedient.

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

9. Indemnification of Administrative Agent and the Lenders. Assignor hereby agrees to indemnify, defend, protect and hold Administrative Agent and the Lenders harmless from and against any and all liability, loss, cost, expense or damage (including reasonable attorneys' fees) that Administrative Agent and/or the Lenders may or might incur under the Leases or by reason of this Assignment. Such indemnification shall also cover any and all claims and demands that may be asserted against Administrative Agent and/or the Lenders under the Leases or this Assignment. Nothing in this section shall be construed to bind Administrative

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Agent and/or the Lenders to the performance of any Lease provisions, or to otherwise impose any liability upon Administrative Agent and/or the Lenders, 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 Administrative Agent and/or the Lenders for the operation and maintenance of the Property or for carrying out the terms of any Lease before Administrative Agent has entered and taken possession of the Property. Any loss or liability incurred by Administrative Agent and/or the Lenders by reason of actual entry and taking possession under any Lease or this Assignment or in the defense of any claims shall, at Administrative Agent's request, be immediately reimbursed by Assignor. Such reimbursement shall include interest at the Default Rate provided in the Notes, reasonable costs, expenses and reasonable attorney fees. Administrative Agent, on behalf of the Lenders may, upon entry and taking of possession, collect the Rents and apply them to reimbursement for any such loss or liability. The provisions of this Section 9 shall survive repayment of the Obligations and any termination or satisfaction of this Assignment.

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

11. **Power of Attorney.** In furtherance of the purposes of this Assignment, Assignor hereby appoints Administrative Agent, on behalf of the Lenders as Assignor's attorney-in-fact, with full authority in the place of Assignor, at the option of Administrative Agent at any time after the occurrence of an Event of Default, and in the name of Assignor or Administrative Agent, 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 Administrative Agent may reasonably deem necessary or advisable in connection with the exercise of any right or remedy or any other action taken by Administrative Agent under this Assignment.

12. **No Mortgagee in Possession; No Other Liability.** The acceptance by Administrative Agent, on behalf of the Lenders 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 Administrative Agent, be deemed or construed to: (a) constitute Administrative Agent and/or any Lender as a mortgagee in possession nor place any responsibility upon Administrative Agent and/or any Lender for the care, control, management or repair of the Property, nor shall it operate to make Administrative Agent and/or any Lender responsible or

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liable for any waste committed on the Property by any Lessee, occupant or other party, or for any dangerous or defective condition of the Property, nor thereafter at any time or in any event obligate Administrative Agent and/or any Lender to appear in or defend any action or proceeding relating to the Leases or to the Property; (b) require Administrative Agent and/or any 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 Administrative Agent and/or any 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 Administrative Agent. Administrative Agent and/or any Lender shall not be liable in any way for any injury or damage to person or property sustained by any person in or about the Property.

13. **Termination of Assignment.** Administrative Agent, on behalf of the Lenders shall terminate and release this Assignment as to all or a portion of the Property to the same extent as the Mortgage is released in whole or in part.

14. **Miscellaneous.**

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

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

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

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

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

14.6 **Successors and Assigns; Gender; Joint and Several Liability.** The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and all subsequent owners of the Property, and all subsequent holders of the Notes 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.

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

15. Governing Law and Consent to Jurisdiction.

15.1 Substantial Relationship. The parties agree that the State of Illinois has a substantial relationship to the parties and to the underlying transactions embodied by the Loan Documents.

15.2 Place of Delivery. Assignor agrees to furnish to Administrative Agent at Administrative Agent's office in Chicago, Illinois all further instruments, certifications and documents to be furnished hereunder, if any.

15.3 Governing Law. This Assignment and the obligations of Assignor hereunder that affect the Property shall be governed by and interpreted and determined in accordance with the laws of the State of Illinois.

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

[SIGNATURE PAGES FOLLOW]

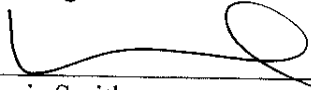
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IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the day and year first above written.

ASSIGNOR:

HURON SEDGWICK DEVELOPMENT LLC,
an Illinois limited liability company

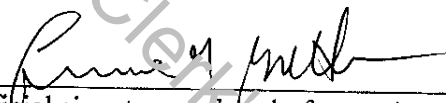
By: Harris Management, Ltd.,
its Authorized Manager

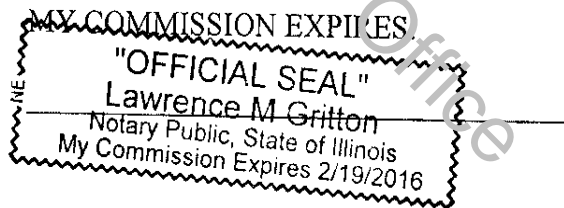
By: 
Name: W. Harris Smith
Title: President

STATE OF ILLINOIS

COUNTY OF COOK

On this 5th day of November, 2015, before me, the undersigned notary public, personally appeared W. Harris Smith, the President of Harris Management, Ltd., the Authorized Manager of Huron Sedgwick Development LLC, an Illinois limited liability company, who proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


(Official signature and seal of notary)



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 23 TO 26, BOTH INCLUSIVE, IN BLOCK 7 IN HIGGINS LAW AND CO'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 27 AND 28 IN BLOCK 7 IN HIGGINS LAW AND COMPANY'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENTS FOR THE BENEFIT OF PARCELS 1 AND 2 SET FORTH IN THE EASEMENT AGREEMENT AND COVENANT DATED MARCH 23, 2015 AND RECORDED MARCH 30, 2015 AS DOCUMENT NUMBER 1508957365.

PERMANENT INDEX NUMBERS:

17-09-120-013-0000

17-09-120-014-0000

COMMON ADDRESS:

400-410 WEST HURON STREET, CHICAGO, ILLINOIS 60654