

# UNOFFICIAL COPY

Doc#: 1536255066 Fee: \$70.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/28/2015 12:44 PM Pg: 1 of 12

THIS DOCUMENT WAS PREPARED BY,  
AND AFTER RECORDING, RETURN TO:

Courtney E. Mayster  
**MUCH SHELIST**  
191 North Wacker Drive  
Suite 1800  
Chicago, Illinois 60606.1615

**PERMANENT TAX INDEX NUMBERS:**

13-31-205-041-0000  
13-31-205-048-0000  
13-31-205-053-0000  
13-31-425-008-0000  
13-31-425-010-0000  
13-31-425-013-0000

**PROPERTY ADDRESS:**

1944 & 1950 North Narragansett Avenue  
Chicago, Illinois 60639



1589788060NC  
303e

## ASSIGNMENT OF RENTS AND LEASES

This **ASSIGNMENT OF RENTS AND LEASES** ("**Assignment**") is made as of December 22, 2015 (the "**Effective Date**"), by **LSCD OF GALEWOOD, LLC**, an Illinois limited liability company ("**Borrower**"), whose address is 777 Lake Zurich Road, Suite 200, Barrington, Illinois 60010, to and for the benefit of **CENTIER BANK**, an Indiana state bank (together with its successors and assigns, "**Centier**"), with offices at 600 East 84<sup>th</sup> Avenue, Merrillville, Indiana 46410. This Assignment is delivered pursuant to, and is subject to, that certain Construction and Real Estate Loan Agreement of even date herewith, executed by Borrower, Centier and others (the "**Loan Agreement**"). All capitalized terms herein not otherwise defined will be defined as provided in the Loan Agreement.

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Borrower states as follows:

A. Borrower is justly indebted or liable to Bank in respect of:

(1) A debt in the total principal sum of **SEVEN MILLION THREE HUNDRED NINETY FIVE THOUSAND AND 00/100 DOLLARS (\$7,395,000.00)**, which indebtedness is evidenced by a Promissory Note dated as of the Effective Date, in the principal amount of \$7,395,000.00, drawn by Borrower to the order of Centier, with a final payment due not later than the fifth (5<sup>th</sup>) anniversary of the Effective Date, which provides for interest at a variable rate (the "**Note**").

(2) the obligations set forth in that certain Mortgage and Security Agreement (Financing Statement) of even date (the "**Mortgage**") herewith conveying and mortgaging to Centier that certain improved real property in Chicago, Cook County, Illinois, as described on Exhibit A, which is attached hereto and made a part hereof, including all improvements thereon and all rights appurtenant thereto (the "**Premises**"), and

(3) the obligations set forth in the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement).

Borrower has and hereby promises to pay the said aggregate principal amount, together with interest thereon, from the times and at the rates set forth therein, in installments or otherwise as therein provided at the office of Centier, or at such other place as may be designated in writing by the legal holder or holders thereof, the respective entire balances of principal and interest thereunder being due as provided therein.

B. As a condition precedent to Centier extending any financial accommodation to Borrower, whether under the Note, the Mortgage and/or any of the other Loan Documents, Centier has requested that Borrower execute and deliver this Assignment to Centier, and any financial accommodation made by Centier to Borrower with respect to the Note, the Loan Agreement and/or any of the other Loan Documents are and will be in reliance upon this Assignment.

**NOW, THEREFORE**, Borrower grants and agrees as follows:

**Section 1. Grant.** In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Borrower hereby assigns, transfers and sets over to Centier all right, title and interest of Borrower in, under or pursuant to any and all present or future leases or subleases, whether written or oral, or any lettings of possession of, or any agreements for the use or occupancy of, the whole or any part of the Premises, which Borrower may have heretofore received an assignment of, made or agreed to make, or may hereafter receive an assignment of, make or agree to make, or which may be made or agreed to by Centier under the powers hereinafter granted, including all amendments and supplements to and renewals thereof at any time made (collectively, the "**Leases**"), relating to the Premises including, without limiting the generality of the foregoing, all right, title and interest of Borrower in and to all the rents (whether fixed or contingent), earnings, renewal rents and all other sums due or which may hereafter become due under or by virtue of the Leases and all rights under or against guarantors of the obligations of lessees and obligors under the Leases.

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**Section 2. Collateral Security.** This Assignment is made and given as collateral security for, and will secure all obligations of Borrower to Centier and/or to any successor or assign of Centier, including but not limited to:

- (a) the payment in full of all principal of and interest on the Note and all future modifications, extensions, replacements and renewals thereof; and
- (b) the performance of all obligations, covenants, promises and agreements contained in this Assignment, in the Note, and in the other Loan Documents and all future modifications, extensions, replacements and renewals thereof, and any and all obligations intended to be secured thereby; and
- (c) any and all other amounts which may in the future be advanced by Centier to or for the benefit of Borrower, provided that the maximum principal amount of such future advances, when added to the principal amount of the obligations listed in Recital A above, will not exceed \$14,790,000.00, whether made as an obligation, made at the option of Centier, made after a reduction to a zero (0) or other balance, or made otherwise,

and the payment of all expenses and charges, legal or otherwise, paid or incurred by Centier in realizing upon or protecting the indebtedness referred to in the foregoing clauses (a) and (b) or any security therefor, including but not limited to this Assignment (collectively, the "**Indebtedness Hereby Secured**").

**Section 3. Grant of Power of Attorney.** Borrower hereby irrevocably constitutes and appoints Centier the true and lawful attorney of Borrower, effective after the occurrence of any Event of Default (as defined in the Loan Agreement), with full power of substitution for Borrower and in Borrower's name, place and stead to ask, demand, collect, receive, receipt for, sue for, compound, and give acquittance for any and all sums due or to become due under any Lease, with full power to settle, adjust or compromise any claim thereunder as fully as Borrower could do, and to endorse the name of Borrower on all commercial paper given in payment or in part payment thereof, and in Centier's discretion to file any claim or take any other action or proceeding, either in Centier's name or in the name of Borrower or otherwise, which Centier may deem necessary or appropriate to protect and preserve the right, title and interest of Centier in and to such sums and the security intended to be afforded hereby.

**Section 4. Warranties of Borrower.** Borrower agrees and warrants to Centier that:

- (a) Borrower has the right to make this Assignment, and Borrower has not heretofore alienated, assigned, pledged or otherwise disposed of any of the rights, rents and other sums due or which may hereafter become due and which are intended to be assigned hereunder.
- (b) All currently-effective Leases (if any) have been made pursuant to written lease agreements, copies of which have been delivered to Centier.

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(c) Borrower will not cause or permit any tenant to be in possession of the Premises or any portion thereof other than pursuant to a written lease with a term of one year or more, except in the ordinary course of Borrower's hotel business.

**Section 5. Complete Transfer.** This Assignment includes and establishes a present, absolute and primary transfer and assignment of all rents, earnings, income, issues and profits of the Premises, but so long as no Event of Default (subject to any applicable notice requirement or cure period) exists under the Loan Agreement, the Note and/or any of the other Loan Documents and no event (subject to any applicable notice requirement or cure period) exists which by lapse of time or service of notice, or both, has or would become such an Event of Default, Borrower will have the right and license to collect, use and enjoy all rents and other sums due or to become due under and by virtue of any Lease as they respectively become due, but not more than thirty (30) days in advance.

**Section 6. Direct Payment to Centier.** Borrower hereby irrevocably consents to and authorizes and directs that the tenant or other obligor under any Lease upon demand and notice from Centier of Centier's right to receive rents and other sums hereunder, will pay such rents and other sums to Centier without any obligation on the part of such tenant or other obligor to determine the actual existence of any default or event claimed by Centier as the basis for Centier's right to receive such rents or other sums and notwithstanding any notice from or claim of Borrower to the contrary. Borrower hereby waives any right or claim against any tenant or other obligor for any such rents and other sums paid by tenant or other obligor to Centier.

**Section 7. Remedies.** Without limiting any legal rights of Centier as the absolute assignee of the rents, issues and profits of the Premises, and in furtherance thereof, Borrower agrees that upon the occurrence of any Event of Default (subject to any applicable notice requirement or cure period), whether before or after amounts payable under or with respect to the Note are declared due in accordance with its terms or under the terms of any of the other Loan Documents and whether before or after satisfaction of any requirement of the lapse of time or the giving of notice or both on which acceleration after default may be conditioned, Centier may, at its option:

(a) take actual possession of the Premises, or of any part thereof, personally or by agent or attorney, as for condition broken, and with or without force and with or without process of law, enter upon, take and maintain possession of all or any part of said Premises, together with all documents, books, records, papers and accounts relating thereto, and exclude Borrower, its agents, or servants therefrom and hold, operate, manage and control the Premises, and at the expense of Borrower, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the Premises as may seem judicious, and pay taxes, assessments and prior or proper charges on the Premises, or any part thereof, and insure and reinsure the same, and lease the Premises in such parcels and for such times and on such terms as Centier may deem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by the Loan Documents, and may cancel any lease or sublease for any cause or on any ground which would entitle Borrower to cancel the same and in every such case have the right to

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manage and operate the said Premises and to carry on the business thereof as Centier may deem proper or

(b) with or without taking possession of the Premises, Centier may proceed to enforce the Leases and collect all sums due or to become due thereunder and by so doing Centier will not be deemed a mortgagee in possession nor to have assumed or become responsible or liable for any obligations of Borrower arising thereunder or in respect thereof.

**Section 8. Application of Amounts Collected.** Any sums received by Centier under or by virtue of this Assignment will be applied to the payment of or on account of the following in such order and manner as Centier may elect:

(a) to the payment of all proper charges and expenses, including the just and reasonable compensation for the services of Centier, its attorneys, agents, clerks, servants and others employed in connection with the operation, management and control of the Premises and the conduct of the business thereof and, if Centier will elect, to the establishment of a reserve which will be sufficient in Centier's sole judgment to indemnify it against any liability, loss or damage on account of any matter or thing done in good faith and in pursuance of the rights and powers contained herein;

(b) to the payment of any sum secured by a lien or encumbrance upon the Premises;

(c) to the cost of completing any improvements being constructed on or about the Premises; and/or

(d) to the reduction of the Indebtedness Hereby Secured, whether or not the same may then be due or be otherwise adequately secured.

The manner of application of such sums and the items which will be credited or paid out of same will be within the sole discretion of Centier and nothing contained herein will obligate Centier to use any such sums for a purpose other than reducing the Indebtedness Hereby Secured unless Centier elects to do so. Centier will be subrogated to any lien discharged out of the rents, income and profits of the Premises.

**Section 9. Further Actions of Borrower.** Borrower hereby further covenants that it will, upon request of Centier, execute and deliver such further instruments and do and perform such other acts and things as Centier may reasonably deem necessary or appropriate to more effectively vest in and secure to Centier the rights and rents which are intended to be assigned to Centier hereunder. Borrower irrevocably waives any right it now or hereafter may have to offset any claim or liability owing from it to any obligor on a Lease against sums due or to become due from such obligor under a Lease. Borrower covenants and agrees to observe and perform all of the obligations imposed on it under the Leases and not to do or permit to be done anything to impair the security thereof. Borrower further covenants and agrees that Centier will have the option to require that Borrower not execute any Lease without the written consent of Centier and that, after Centier gives notice of the exercise of such option to Borrower, Borrower will not



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thereafter execute any Lease without the written consent of Centier (which consent will not be unreasonably withheld). Borrower further covenants and agrees not to further assign or encumber its rights under the Leases or its rights to the rents or other sums due or to become due thereunder and not suffer or permit any of the Leases to be subordinated to any other liens or encumbrances whatsoever, any such subordination to be null and void unless done with the written consent of Centier. Borrower further covenants and agrees that it will, at the request of Centier, submit the executed originals of all Leases to Centier.

**Section 10. Construction of Assignment.** The acceptance by Centier of this Assignment, with all of the rights, powers, privileges and authority so created, will not, prior to entry upon and taking of actual physical possession of the Premises by Centier, be deemed or construed to constitute Centier a mortgagee in possession nor impose any obligation whatsoever upon Centier, it being understood and agreed that Centier does not hereby undertake to perform or discharge any obligation or liability of the landlord under any Leases or under or by reason of this Assignment. Centier will have no liability to Borrower or anyone for any action taken or omitted to be taken by it hereunder, except for its willful misconduct. Should Centier incur any liability, loss or damage under or by reason of this Assignment or for any action taken by Centier hereunder, or in defense against any claim or demand whatsoever which may be asserted against Centier arising out of any Lease, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the rate applicable to the Note at the time of occurrence (or if the Note has been paid in full at the time of occurrence, then at the rate applicable to the Note at the time of such payment in full), will be secured by this Assignment and by the other Loan Documents, and Borrower will reimburse Centier therefore immediately upon demand, Borrower's obligation to so pay will survive payment of the Indebtedness Hereby Secured and the release of this Assignment.

**Section 11. Cumulative Rights.** The rights and remedies of Centier hereunder are cumulative and are not secondary to or in lieu of, but are in addition to any rights or remedies which Centier may have under the Loan Agreement, the Note or any of the other Loan Documents, or under applicable law, and the exercise by Centier of any rights and remedies herein contained will not be deemed a waiver of any other rights or remedies of Centier, whether arising under the Loan Documents or otherwise, each and all of which may be exercised whenever Centier deems it in its interest to do so. The rights and remedies of Centier may be exercised from time to time and as often as such exercise is deemed expedient and the failure of Centier to enforce any of the terms, provisions and conditions of this Assignment for any period of time, at any time or times, will not be construed or deemed to be a waiver of any rights under the terms hereof.

The right of Centier to collect and receive the rents assigned hereunder or to exercise any of the rights or powers herein granted to Centier will, to the extent not prohibited by law, extend also to the period from and after the filing of any suit to foreclose the liens of the Loan Documents, including any period allowed by law for the redemption of the Premises after any foreclosure sale.

**Section 12. Miscellaneous Provisions.** This Assignment will be assignable by Centier and all of the terms and provisions hereof will be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of each of the parties hereto. All provisions hereof are severable and if any provisions hereof will be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof will in no way be affected thereby.

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The captions and headings of the sections of this Assignment are for convenience only and will be disregarded in construing this instrument. Any reference in this Agreement to an "Exhibit" or a "Section" or an "Article" will, unless otherwise explicitly provided, be construed as referring, respectively, to an Exhibit attached to this Assignment or to a Section or an Article of this Assignment.

Notices hereunder and/or with respect hereto will be given in the manner provided for notices under the Loan Agreement.

\* \* \* \* \*

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

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

Borrower:

**LSCD OF GALEWOOD, LLC**, an Illinois limited liability company

By: LSC Development, LLC, an Illinois limited liability company,  
its: Manager

By:   
Name: Christopher Barry  
Its: Manager

STATE OF ILLINOIS

SS:

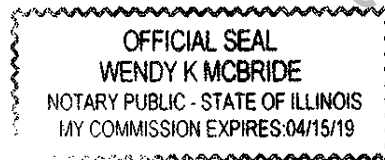
COUNTY OF ~~LAKE~~ McHenry

**BEFORE ME**, the undersigned, a Notary Public, on December 17, 2015, personally appeared Christopher Barry, personally known to me to be the same person whose name is subscribed to the foregoing Assignment of Rents and Leases as Manager of LSC Development, LLC, an Illinois limited liability company, as Manager of LSCD of Galewood, LLC, an Illinois limited liability company, and being first duly sworn by me upon oath, acknowledged that such person has read and understands the foregoing and that such person has affixed such person's name to and delivered said document as such person's own free and voluntary act and as the free and voluntary act of said entities for the uses and purposes therein set forth.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my official seal.

  
Notary Public

Commission Expires: 4/15/19





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## EXHIBIT A

### Legal Description of Property

#### Parcel 1:

A parcel of Land consisting of part of the South East 1/4 of the Northeast 1/4 of Section 31, Township 40 North, Range 13 East of the Third Principal Meridian, together with a part of each of Lots 1 to 6 inclusive, in Block 9 and a part of vacated West Armitage Avenue and of vacated North Nagle Avenue Adjoining said Block 9, all in A. Gale's Subdivision of the South East 1/4 of Section 31, Township 40 North, Range 13 East of the Third Principal Meridian, which parcel of Land is bounded and described as follows:

commencing at a point on the East line of Block 8 in A. Gale's Subdivision aforesaid at a point which is 419.70 feet North from the Southeast corner of said Block 8, said point being at the Northeast corner of property conveyed by Deed dated July 21, 1953 and recorded in the office of the recorder of Cook County, Illinois on July 28, 1953 as document number 15681069 and running thence Northwestwardly along the Northerly line of the property so conveyed, a distance of 133.50 feet to a point of curve which is 432.61 feet more or less North from the South line of said Block 8, thence continuing Northwestwardly along said Northerly property line (which is here the arc of a circle convex to the Southwest having a radius of 1960.88 feet and being tangent to said last described course) a distance of 266.04 feet to a point of beginning at the most Southerly corner of said hereinafter described parcel of Land which point of beginning is 476.24 feet more or less North from a Westward extension of the South line of said Block 8, thence continuing Northwestwardly along an arc of said last described circle a distance of 298.52 feet to a point 566.88 feet North from the South line of said Block 9, thence continuing Northwestwardly along said Northerly property line (which is here a straight line) a distance of 83.0 feet to a point 598.04 feet North from the South line of said Block 9, thence continuing Northwestwardly along said Northerly property line (which is here the arc of a circle convex to the Southwest having a radius of 1332.57 feet) a distance of 207.81 feet to a point 690.74 feet North from the South line of Block 10 in said A. Gale's Subdivision, thence continuing Northwestwardly along said Northerly property line (which is here the arc of a circle convex to the Northeast having a radius of 769.02 feet) a distance of 20.23 feet to a point 700.93 feet North from the South line of said Block 10, Thence Northeastwardly along a Straight Line Normal to said last described arc, a distance of 120.98 feet to a point, which is 895.98 feet measured perpendicularly West from a northward extension of the East line of said Block 8, thence South eastwardly along a straight line, a distance of 116.83 feet to a point which is 760.68 feet, measured perpendicularly North from the South line of said Block 9, thence southeastwardly along the arc of a circle convex to the Southwest having a radius of 2371.39 feet a distance of 273.30 feet to a point which is 657.06 feet measured perpendicularly North from the South line of said Block 9 and which is also the most Westerly corner of the parcel of Land conveyed by deed dated October 11, 1961 and recorded in said recorder's office on October 16, 1961 as document number 18303114 thence Southeastwardly along a straight line being a Southerly line of the parcel of Land so conveyed a distance of 184.00 feet to a point which is 366.50 feet measured perpendicularly West from the East line of said Block 8, thence Southwardly along a straight Line, being a Westerly line of said last mentioned parcel of Land, a distance of 117.14 feet to the point of beginning in Cook County, Illinois also:

#### Parcel 2:

That part of the South East 1/4 of the Northeast 1/4 of Section 31, Township 40 North, Range 13 East of the Third Principal Meridian, together with a part of each of Lots 1 to 7 inclusive in Block 8;

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and a part of vacated West Armitage Avenue and of vacated North Nagle Avenue and adjoining said Block 8, all in A. Gales Subdivision in the South East 1/4 of Section 31, Township 40 North, Range 13 East of the Third Principal Meridian, said parcel of Land being described as follows: beginning at a point on the East line of said Block 8 which is 419.70 feet North from the Southeast corner thereof, said point of beginning being the Northeast Corner of a tract of Land conveyed by Deed dated July 21, 1953 and recorded July 28, 1953 in the recorder's office of Cook County, Illinois as document 15681069 and running thence Northwestwardly along the Northerly line of said tract of Land so conveyed, a distance of 133.50 feet to a point of curve, said point of curve being 432.61 feet more or less North from the South line of said Block 8; thence continuing Northwestwardly along said Northerly line of a tract of Land so conveyed being the arc of a circle convex to the Southwest having a radius of 1960.88 feet and tangent to the last described course, a distance of 266.04 feet to a point which is 476.24 feet more or less North from a Westward extension of the South line of said Block 8; thence Northwardly along a straight line normal to said last described arc a distance of 117.14 feet to a point 366.50 feet measured perpendicularly West from the East line of said Block 8; thence Northwestwardly along a straight line a distance of 184 feet to a point 657.06 feet measured perpendicularly North from a Westward extension of the South line of said Block 8; thence Southeastwardly along the arc of a circle convex to the Southwest and having a radius of 2302.01 feet, a distance of 550.26 feet to a point on the East line of said Block 8 which is 549.64 feet North from said Southeast corner thereof and thence South along the East line of said Block 8, a distance of 129.94 feet to the place of beginning, in Cook County, Illinois.

### Parcel 3:

That part of the Northeast 1/4 of the Southeast 1/4 and of the Southeast 1/4 of the Northeast 1/4 of Section 31, Township 40 North, Range 13, East of the Third Principal Meridian, described as follows: commencing at a point in the West line of said Southeast 1/4 of the Northeast 1/4 which is 800.10 feet North of the point of intersection of the West line of said Northeast 1/4 of the Southeast 1/4 with the South line extended West of Block 10 of A. Gale's Subdivision in the Southeast 1/4 of said Section 31; thence Southeasterly on an arc convex to the Northeast and having a radius of 769.02 feet a distance of 190.48 feet to a point; the tangent of said arc at its point of beginning makes an angle with the West line of said Southeast 1/4 of Northeast 1/4 of 86 degrees 13 minutes in the Southeast quadrant, said point being the point of beginning of the following described tract of Land, to wit: thence continuing Easterly on said described curve, having a radius of 769.02 feet, an arc length of 182.02 feet to a point of reverse curve; thence Easterly along a curve to the right, having a radius of 1332.57 feet, an arc length of 88.06 feet; thence South along a line that forms an angle of 119 degrees 35 minutes 49 seconds to the left of the chord line of the last described curve and parallel with the West line of the Southeast 1/4 of the Northeast 1/4 of said Section 31, 246.62 feet to a point that is 401.77 feet North of the South line of said Block 10; thence West along a line that forms an angle of 89 degrees 33 minutes 18 seconds to the left of the last described line, being along a line parallel with the South line of said Block 10, 220.0 feet to a point that is 208.0 feet East of the West line of said Southeast 1/4 of the Northeast 1/4; thence Northerly along a line that forms an angle of 90 degrees 26 minutes 42 seconds to the left of the last described line, being along a line that is parallel with the West line of said Southeast 1/4 of the Northeast 1/4 236.20 feet to a point of curve; thence along a curve to the left tangent to the last described line, having a radius of 348.55 feet and an arc length of 85.78 feet to a point of tangency; thence Northerly, tangent to the last described curve, 44.74 feet to the point of beginning, in Cook County, Illinois.

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## Parcel 4:

Easement in favor of parcel 3 as created by Grant of Easement Agreement made by Cobra Electronics Corporation, a Delaware Corporation and between Jim, Jack and Clay bone et al., an Illinois General Partnership, recorded April 6, 2005 as document number 0509602405, for ingress and egress over the following tract of Land: that part of the Northeast 1/4 of the Southeast 1/4 of Section 31, Township 40 North, Range 13, East of the Third Principal Meridian, described as follows: beginning at a point 401.77 feet North of the South line of Block 10 in A. Gales Subdivision in the Southeast 1/4 of said Section 31, and 33.0 feet East of the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 31; thence Easterly parallel with the South line of said Block 10, 278.0 feet; thence Southerly at right angles to the last described line, 24.0 feet; thence Westerly parallel with the South line of Block 10, 277.81 feet to a point that is 33.0 feet East of the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 31; thence Northerly parallel with said West line 24.0 feet to the point of beginning, in Cook County, Illinois.

## Parcel 5:

Easement for the benefit of parcel 1 as reserved in Warranty Deed from Chicago, Milwaukee St. Paul and Pacific Railroad Company to La Salle National Bank, as Trustee under trust number 27588 dated October 11, 1961 and recorded October 16, 1961 as document number 18303114 and as created by Deed from Chicago, Milwaukee, St. Paul and Pacific Railroad Company to Radio Steel and Mfg. Company, a corporation of Illinois, dated August 14, 1969 and recorded August 29, 1969 as document number 20945152 for ingress and egress over the Land described as follows: a strip of Land 18 feet wide across Lots 1 to 7 inclusive and across a part of vacated North Nagle Avenue adjoining said Lot 7, in Block 8 in A. Gale's Subdivision in the South East 1/4 of Section 31, Township 40 North, Range 13 East of the Third Principal Meridian, said strip of Land being described as follows: beginning at a point on the East line of said Block 8 which is 419.70 feet North from the Southeast corner thereof, said point of beginning being the Northeast Corner of a tract of Land conveyed by deed dated July 21, 1953 and recorded on July 28, 1953 in the office of the recorder of deeds of Cook County, Illinois as document number 15681069 and running thence Northwestwardly along the Northerly line of the strip of Land so conveyed, a distance of 133.50 feet to a point of curve said point of curve being 432.51 feet more or less, North from the South line of said Block 8, Thence Continuing Northwestwardly along said Northerly line of the tract of Land, so conveyed being the arc of a circle convex to the Southwest, having a radius of 1960.88 feet and tangent to the last described course, a distance of 256.04 feet to a point which is 476.24 feet more or less North from a westward extension of the South line of said Block 8, thence Northwardly along a straight Line normal to said last described arc, a distance of 18 feet, thence Southeastwardly along the arc of a circle, convex to the Southwest, having a radius of 1942.88 feet and being 18 feet Northeasterly from and concentric with said first described arc, a distance of 263.60 feet thence southeastwardly along a straight line tangent to the last described arc and 18 feet Northerly from the first herein described course, a distance of 131.58 feet to the East line of said Block 8 and thence South along the East line of said Block 8, a distance of 18.10 feet to the point of beginning all in Cook County, Illinois.

## Parcel 6:

A non-exclusive easement for the benefit of parcels 1, 2 & 3 as created by easement agreement dated November 24, 2015 and recorded November 25, 2015 as document number 1532913030 for the purpose of ingress, egress, road maintenance, drainage, security fence and utilities as

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described and depicted on Exhibit "D" attached thereto.

Permanent Tax Numbers: 13-31-205-041-0000  
13-31-205-048-0000  
13-31-205-053-0000  
13-31-425-008-0000  
13-31-425-010-0000  
13-31-425-013-0000

Commonly known as: 1944 & 1950 North Narragansett Avenue  
Chicago, Illinois 60639

Property of Cook County Clerk's Office