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

Paul Dombrowski
Whyte Hirschboeck Dudek S.C.
33 East Main Street, Suite 300
Madison, Wisconsin 53701

PIN: See Exhibit A
Address: See Exhibit A



Doc#: 1536339072 Fee: \$60.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/29/2015 02:01 PM Pg: 1 of 12

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ASSIGNMENT OF LEASES AND RENTS

by

Lumber Street, LLC, an Illinois limited liability company
to and for the benefit of

BH NEW MARKETS SUB-CDE II, LLC,
a Delaware limited liability company, and
BH New Markets Sub-CDE VI, LLC,
A Delaware limited liability company

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THIS ASSIGNMENT OF LEASES AND RENTS (this "**Assignment**") made as of the 17th day of December, 2015, by Lumber Street, LLC, an Illinois limited liability company having an address at 2300 South Halsted Street, Chicago, Illinois 60608 ("**Borrower**"), as assignor, to BH NEW MARKETS SUB-CDE II, LLC, a Delaware limited liability company ("**BH CDE II**") and BH NEW MARKETS SUB-CDE VI, LLC, a Delaware limited liability company ("**BH CDE VI**"), together with BH CDE II, the "**Lenders**", having an address at 1 West Main Street, Madison, Wisconsin 53703.

RECITALS:

A. This Assignment is given in connection with certain loans in the aggregate principal sum of \$6,312,836.00 (the "**Loan**") made by Lenders to Borrower pursuant to that certain Loan Agreement dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**") and evidenced by those certain Notes (as such term is defined in the Loan Agreement), dated as of the date hereof made by Borrower to Lenders (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, collectively, the "**Notes**");

B. The Notes are secured by that certain Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Filing dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Security Instrument**") made by Borrower for the benefit of Lenders encumbering the Property commonly known as 2300 South Halsted Street, Chicago, Illinois 60608 and more particularly described in Exhibit A attached hereto (the "**Property**"); and

C. Borrower desires to further secure the payment of the Debt (as defined in the Loan Agreement) and the performance of all of its obligations under the Notes, the Loan Agreement and the other Loan Documents.

NOW THEREFORE, in consideration of the making of the Loan by Lenders and the covenants, agreements, representations and warranties set forth in this Assignment:

ARTICLE 1 - ASSIGNMENT

Section 1.1 PROPERTY ASSIGNED. Borrower hereby absolutely and unconditionally assigns and grants to Lenders the following property, rights, interests and estates, now owned, or hereafter acquired by Borrower:

(A) LEASES. All leases, subleases, licenses, franchises, concessions or grants of other possessory interests, tenancies, and any other agreements affecting the use, possession or occupancy of the Property or any part thereof, whether now or hereafter existing or entered into (including, without limitation, any use or occupancy arrangements created pursuant to Section 365(d) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of

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any tenant or occupant of any portion of the Property) and all amendments, modifications, supplements, extensions or renewals thereof, whether now or hereafter existing (collectively, the "Leases").

(b) RENTS. All rents, including without limitation percentage rent and additional rent (including tenant tax and operating expense reimbursements), moneys payable as damages or in lieu of rent, revenues, parking revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, income, receipts, royalties, receivables, and termination payments, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Borrower or its agents or employees from any and all sources arising from or attributable to the Property (collectively, the "Rents").

(c) BANKRUPTCY CLAIMS. All of Borrower's claims and rights (the "Bankruptcy Claims") to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code.

(d) LEASE GUARANTIES. All of Borrower's right, title and interest in and claims under any and all lease guaranties, letters of credit and any other credit support (individually, a "Lease Guaranty," collectively, the "Lease Guaranties") given by any guarantor in connection with any of the Leases or leasing commissions (individually, a "Lease Guarantor," collectively, the "Lease Guarantors") to Borrower.

(e) OTHER. All rights, powers, privileges, options and other benefits of Borrower as lessor under the Leases and as beneficiary under the Lease Guaranties, including, without limitation, the immediate and continuing right to make claim for, receive, collect and receipt for all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Debt or the Other Obligations (as defined in the Security Instrument), and to do all other things which Borrower or any lessor is or may become entitled to do under the Leases or the Lease Guaranties.

(f) ENTRY. The right, at Lenders' option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents.

(g) POWER OF ATTORNEY. Borrower's irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in Section 3.1 of this Assignment and any or all other actions designated by Lenders for the proper management and preservation of the Property.

(h) OTHER RIGHTS AND AGREEMENTS. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (g) above, and all amendments, modifications, replacements, renewals and substitutions thereof.

(i) PROCEEDS. All proceeds from the sale or other disposition of any of the items set forth in subsections (a) through (h) above, including, without limitation, the Leases, the Rents, the Lease Guaranties and the Bankruptcy Claims.

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ARTICLE 2 - TERMS OF ASSIGNMENT

Section 2.1 PRESENT ASSIGNMENT AND LICENSE BACK. It is intended by Borrower that this Assignment constitutes a present, absolute assignment of the Leases, Rents, Lease Guaranties and Bankruptcy Claims and all other rights assigned by this Assignment, and not an assignment for additional security only. Nevertheless, subject to the terms of this Section 2.1 and Section 3.1, Lenders grant to Borrower a revocable license to collect, receive, use and enjoy the Rents, as well as other sums due under the Lease Guaranties. Borrower shall hold the Rents, as well as all sums received pursuant to any Lease Guaranty, or a portion thereof sufficient to discharge all current sums due on the Debt, in trust for the benefit of Lenders for use in the payment of such sums.

Section 2.2 NOTICE TO LESSEES. Borrower hereby authorizes and directs the lessees named in the Leases or any other future lessees or occupants of the Property and all Lease Guarantors to pay over to Lenders or to such other party as Lenders direct all Rents and all sums due under any Lease Guaranties upon receipt from Lenders of written notice to the effect that Lenders are then the holder of this Assignment and that an Event of Default (as defined in the Loan Agreement) exists, and to continue so to do until otherwise notified by Lenders.

Section 2.3 INCORPORATION BY REFERENCE. All recitals set forth above and all representations, warranties, covenants, conditions and agreements contained in the Loan Agreement and the other Loan Documents as same may be modified, renewed, substituted or extended are hereby made a part of this Assignment to the same extent and with the same force as if fully set forth herein.

ARTICLE 3 - REMEDIES

Section 3.1 REMEDIES OF LENDERS. During the existence of an Event of Default, the license granted to Borrower in Section 2.1 of this Assignment shall automatically be revoked, and Lenders shall immediately be entitled to possession of all Rents and sums due under any Lease Guaranties, whether or not Lenders enter upon or take control of the Property. In addition, Lenders may, at their option, without waiving such Event of Default, without regard to the adequacy of the security for the Debt, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, dispossess Borrower and its agents and servants from the Property, without liability for trespass, damages or otherwise, and exclude Borrower and its agents or servants wholly therefrom, and take possession of the Property and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Property on such terms and for such period of time as Lenders may deem proper and either with or without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents and sums due under all Lease Guaranties, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as Lenders may deem proper and may apply the Rents and sums received pursuant to any Lease Guaranties to the payment of the following in such order and proportion as Lenders in their sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all expenses of managing and securing the Property, including, without being limited thereto, the salaries, fees and wages of a managing

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agent and such other employees or agents as Lenders may deem necessary or desirable and all expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Lenders may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property; and (b) the Debt, together with all costs and attorneys' fees. In addition, during the existence of an Event of Default, Lenders, at their option, may (1) complete any construction on the Property in such manner and form as Lenders deem necessary, (2) exercise all rights and powers of Borrower, including, without limitation, the right to negotiate, execute, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Property and all sums due under any Lease Guaranties, (3) either require Borrower to pay monthly in advance to Lenders, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupancy of such part of the Property as may be in possession of Borrower or (4) require Borrower to vacate and surrender possession of the Property to Lenders or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise.

Section 3.2 OTHER REMEDIES. Nothing contained in this Assignment and no act done or omitted by Lenders pursuant to the power and rights granted to Lenders hereunder shall be deemed to be a waiver by Lenders of their rights and remedies under the Loan Agreement, the Notes, or the other Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lenders under the terms thereof. The right of Lenders to collect the Debt and to enforce any other security therefor held by it may be exercised by Lenders either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Borrower hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or cross-claim of any nature whatsoever with respect to the obligations of Borrower under this Assignment, the Loan Agreement, the Notes, the other Loan Documents or otherwise with respect to the Loan in any action or proceeding brought by Lenders to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Loan Agreement, the Notes, or any of the other Loan Documents (provided, however, that the foregoing shall not be deemed a waiver of Borrower's right to assert any compulsory counterclaim if such counterclaim is compelled under local law or rule of procedure, nor shall the foregoing be deemed a waiver of Borrower's right to assert any claim which would constitute a defense, setoff, counterclaim or cross-claim of any nature whatsoever against Lenders in any separate action or proceeding).

Section 3.3 OTHER SECURITY. Lenders may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Debt without prejudice to any of its rights under this Assignment.

Section 3.4 NON-WAIVER. The exercise by Lenders of the option granted it in Section 3.1 of this Assignment and the collection of the Rents and sums due under the Lease Guaranties and the application thereof as herein provided shall not be considered a waiver of any default by Borrower under the Notes, the Loan Agreement, the Leases, this Assignment or the other Loan Documents. The failure of Lenders to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Borrower shall not be relieved of

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Borrower's obligations hereunder by reason of (a) the failure of Lenders to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of the Loan Agreement, the Notes or the other Loan Documents, (b) the release regardless of consideration, of the whole or any part of the Property, or (c) any agreement or stipulation by Lenders extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Loan Agreement, the Notes, or the other Loan Documents. Lenders may resort for the payment of the Debt to any other security held by Lenders in such order and manner as Lenders, in its discretion, may elect. Lenders may take any action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lenders thereafter to enforce its rights under this Assignment. The rights of Lenders under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lenders shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

Section 3.5 BANKRUPTCY.

(a) During the existence of an Event of Default, Lenders shall have the right to proceed in their own name or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Borrower a petition under the Bankruptcy Code, and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lenders not less than ten (10) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lenders shall have the right, but not the obligation, to serve upon Borrower within such ten-day period a notice stating that (i) Lenders demand that Borrower assume and assign the Lease to Lenders pursuant to Section 365 of the Bankruptcy Code and (ii) Lenders covenant to cure or provide adequate assurance of future performance under the Lease. If Lenders serve upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Lenders of the covenant provided for in clause (ii) of the preceding sentence.

(c) Borrower shall promptly (i) file all Bankruptcy Claims after the occurrence of the circumstances or events giving rise to such Bankruptcy Claims, and (ii) give Lenders notice of (x) the existence of any such Bankruptcy Claims and (y) the deadlines to file any such Bankruptcy Claims. Lenders may, in their sole and absolute discretions, file any Bankruptcy Claim on behalf of itself and the Borrower if the Borrower fails to do so within thirty (30) days prior to the deadline for filing any such Bankruptcy Claim.

(d) Lenders may, in their sole and absolute discretion, file such transfer of claim notices with respect to the Bankruptcy Claims as set forth in Federal Rule of Bankruptcy Procedure 3001(e), and Borrower shall (i) not oppose and (ii) take all necessary steps to facilitate the filing of such transfer notices.

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ARTICLE 4 - NO LIABILITY, FURTHER ASSURANCES

Section 4.1 NO LIABILITY OF LENDERS. This Assignment shall not be construed to bind Lenders to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Lenders. Lenders shall not be liable for any loss sustained by Borrower resulting from Lenders' failure to let the Property after an Event of Default or from any other act or omission of Lenders in managing the Property after an Event of Default. Lenders shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Assignment and Borrower shall defend, indemnify Lenders for, and hold Lenders harmless from, any and all liability, loss or damage which may or might be incurred under the Leases, any Lease Guaranties or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lenders by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties. Should Lenders incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment and by the Security Instrument and the other Loan Documents and Borrower shall reimburse Lenders therefor immediately upon demand and upon the failure of Borrower to do so, Lenders may, at its option, declare all sums secured by this Assignment and by the Security Instrument and the other Loan Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Lenders, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Lenders responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property including, without limitation, the presence of any Hazardous Substances (as defined in the Security Instrument), or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

Section 4.2 NO MORTGAGEE IN POSSESSION. Nothing herein contained shall be construed as constituting Lenders a "mortgagee in possession" in the absence of the taking of actual ownership of the Property by Lenders. In the exercise of the powers herein granted Lenders, no liability shall be asserted or enforced against Lenders, all such liability being expressly waived and released by Borrower.

Section 4.3 FURTHER ASSURANCES. Borrower will, at the cost of Borrower, and without expense to Lenders, do, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers and assurances as Lenders shall, from time to time, require for the better assuring, conveying, assigning, transferring and confirming unto Lenders the property and rights hereby assigned or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lenders, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering or recording this Assignment and, on demand, will execute and deliver and hereby authorizes Lenders to execute in the name of Borrower to the extent Lenders may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien and security interest hereof in and upon the Leases.

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ARTICLE 5 - MISCELLANEOUS PROVISIONS

Section 5.1 CONFLICT OF TERMS. In case of any conflict between the terms of this Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall control. In case of any conflict between the assignment of the Rents and the Leases in the Security Instrument and in this Assignment, the terms of this Assignment shall control.

Section 5.2 NO ORAL CHANGE. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Borrower or Lenders, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 5.3 GENERAL DEFINITIONS. All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or interest therein," the word "Lenders" shall mean "Lenders and any subsequent holder of a Note", the word "Note" shall mean "any Note and any other evidence of indebtedness secured by the Loan Agreement," the word "Property" shall include any portion of the Property and any interest therein, the phrases "attorneys' fees," "legal fees" and "counsel fees" shall include any and all attorneys', paralegals' and law clerk's fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lenders in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 5.4 INAPPLICABLE PROVISIONS. All rights, powers and remedies provided in this Assignment may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Assignment invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Assignment or any application thereof shall be invalid or unenforceable, this Assignment shall be construed without such invalid or unenforceable term or the application thereof, and the remainder of this Assignment and any other application of the term shall not be affected thereby.

Section 5.5 GOVERNING LAW. **THIS ASSIGNMENT SHALL BE GOVERNED, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES, AND BORROWER AND LENDERS (BY ITS ACCEPTANCE HEREOF) AGREE THAT THE PROPER VENUE FOR ANY MATTERS IN CONNECTION HERewith SHALL BE IN THE STATE OR FEDERAL COURTS LOCATED IN CHICAGO, ILLINOIS, AS LENDERS MAY ELECT AND BORROWER HEREBY SUBMITS ITSELF TO THE JURISDICTION OF SUCH COURTS FOR THE PURPOSE OF ADJUDICATING ANY MATTERS RELATED TO THE LOAN.**

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Section 5.6 TERMINATION OF ASSIGNMENT. Upon payment in full of the Debt and performance of the Other Obligations in full when they are required to be performed, (i) this Assignment shall become and be void and of no effect, and (ii) upon Borrower's request, Lenders shall execute a termination or release of this Assignment and cause an executed original of such termination or release in recordable form and any other document reasonably requested by Borrower in connection with the termination or release of this Assignment to be delivered to Borrower, in each case, at the sole cost and expense of Borrower. Borrower shall pay Lenders' costs incurred in terminating or releasing this Assignment.

Section 5.7 NOTICES. All notices or other written communications hereunder shall be delivered in accordance with Section 12.6 of the Loan Agreement.

Section 5.8 WAIVER OF TRIAL BY JURY. **BORROWER AND LENDERS (BY ITS ACCEPTANCE HEREOF) HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN EVIDENCED BY THE NOTE, THE APPLICATION FOR THE LOAN EVIDENCED BY THE NOTE, THIS ASSIGNMENT, THE NOTE, OR THE OTHER LOAN DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDERS, ITS OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.**

Section 5.9 RECOURSE. The provisions of [Section 12.22 of the Loan Agreement] are hereby incorporated by reference into this Assignment to the same extent and with the same force as if fully set forth herein.

Section 5.10 HEADINGS, ETC. The headings and captions of various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 1, 2, 3, 12, 13 AND 14 IN BLOCK 2 IN MRS. BRIDGETT O'NEIL'S SUBDIVISION OF 4.80 ACRES OF THE WEST 1/2 OF THE EAST 16.72 ACRES OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH THE 20.0 FOOT WIDE EAST WEST VACATED ALLEY IN SAID BLOCK 2 CONTIGUOUS TO SAID LOTS AND THE NORTH 1/2 OF THE 66.00 FOOT WIDE VACATED PORTION OF 23RD STREET CONTIGUOUS TO SAID LOTS 12, 13 AND 14.

PARCEL 2:

LOTS 16, 17, 18 AND 19 IN BLOCK 2 IN THOMAS O'NEIL'S ADDITION TO CHICAGO, BEING THE EAST 8.36 ACRES OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH THE 20.0 FOOT WIDE EAST WEST VACATED ALLEY IN SAID BLOCK 2 CONTIGUOUS TO SAID LOTS AND THE NORTH 1/2 OF THE 66.0 FOOT WIDE VACATED PORTION OF 23RD STREET CONTIGUOUS TO SAID LOTS 16 AND 17.

PARCEL 3:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18 IN BLOCK 3 IN BRIDGETT O'NEIL'S SUBDIVISION OF 4.80 ACRES OF THE WEST 1/2 OF THE EAST 16.72 ACRES OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH THE 20.0 FOOT WIDE EAST WEST VACATED ALLEY IN SAID BLOCK 3 CONTIGUOUS TO SAID LOTS AND THE WEST 1/2 OF THE VACATED ALLEY CONTIGUOUS TO SAID LOT 8 AND THE SOUTH 1/2 OF THE 66.00 FOOT WIDE VACATED PORTION OF 23RD STREET CONTIGUOUS TO SAID LOTS 1, 2, AND 3.

PARCEL 4:

LOTS 11, 12, 13 AND 14 IN BLOCK 3 IN THOMAS O'NEIL'S ADDITION TO CHICAGO, BEING THE EAST 8.36 ACRES OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH THE 20.0 FOOT WIDE EAST WEST VACATED ALLEY IN SAID BLOCK 3 CONTIGUOUS TO SAID LOTS AND THE EAST 1/2 OF THE VACATED ALLEY CONTIGUOUS TO SAID LOT 12 AND THE SOUTH 1/2 OF THE 66.00 FOOT WIDE VACATED PORTION OF 23RD STREET CONTIGUOUS TO SAID LOTS.

PARCEL 5:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1, 2, 3 AND 4 AS CREATED BY DECLARATION OF EASEMENTS, PARTY WALL RIGHTS, AND ELECTRICITY SUPPLY RIGHTS DATED DECEMBER 17, 2015 AND RECORDED DECEMBER 29, 2015, AS DOCUMENT NO. --- 1536339070 MADE BY AND BETWEEN HALSTED-LUMBER STREET, LLC AND LUMBER STREET, LLC FOR THE PURPOSE OF VEHICULAR PARKING, INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

PARCEL A:

LOTS 1, 2, 3, 4, 5, 20, 21, 22, 23 AND 24 IN BLOCK 2 IN THOMAS O'NEIL'S ADDITION TO CHICAGO IN SUBDIVISION OF THE EAST 8.36 ACRES OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL B:

ALL THAT PART OF THE VACATED NORTH AND SOUTH ALLEY WHICH LIES WEST AND ADJOINING SAID LOTS 1, 2, 3, 4 AND 5 AND EAST AND ADJOINING LOT 24 IN BLOCK 2 IN THOMAS O'NEIL'S ADDITION TO CHICAGO AFORESAID.

PARCEL C:

LOTS 6, 7, 8, 9 AND 10 IN BLOCK 2 IN THOMAS O'NEIL'S ADDITION TO CHICAGO IN THE SUBDIVISION OF THE EAST 8.36 ACRES OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL D:

LOTS 11 TO 15, BOTH INCLUSIVE, IN BLOCK 2 IN THOMAS O'NEIL'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 8.36 ACRES OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL E:

LOTS 1 TO 5, BOTH INCLUSIVE IN BLOCK 3 IN THOMAS O'NEIL'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 8.36 ACRES OF THE NORTH EAST FRACTIONAL 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL F:

LOTS 6 TO 10, BOTH INCLUSIVE AND LOTS 15 TO 19 BOTH INCLUSIVE, IN BLOCK 3 IN THOMAS O'NEIL'S ADDITION TO CHICAGO, BEING THE EAST 8.36 ACRES OF THE NORTH EAST FRACTIONAL 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE EASTERLY 105 FEET OF THE ALLEY LYING BETWEEN LOTS 6 TO 10 BOTH INCLUSIVE AND 15 TO 19 BOTH INCLUSIVE VACATED BY ORDINANCE OF APRIL 19, 1980 IN COOK COUNTY, ILLINOIS.

PARCEL G:

ALL THAT PART OF THE STREETS AND ALLEYS (EXCEPT VACATED ALLEYS DESCRIBED IN PARCELS 2 AND 6) VACATED BY ORDINANCE RECORDED JULY 8, 2011 AS DOCUMENT NUMBER 1118945024 AS AMENDED BY ORDINANCE RECORDED AUGUST 23, 2011 AS DOCUMENT NUMBER 112354042 FALLING WITHIN THE FOLLOWING DESCRIBED LINES: BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 2 IN T. O'NEIL'S ADDITION TO CHICAGO, BEING THE EAST 8.36 ACRES OF THE EAST HALF OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 29, TOWNSHIP 39, RANGE 14; THENCE WEST ALONG THE SOUTH LINE OF 22ND PLACE TO THE NORTHWEST CORNER OF LOT 20 IN SAID BLOCK 2; THENCE SOUTH TO THE SOUTHWEST CORNER OF LOT 10 IN BLOCK 3 OF SAID T. O'NEIL'S ADDITION; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SOUTH LUMBER STREET TO THE SOUTHEAST CORNER OF LOT 5 IN SAID BLOCK 3; THENCE NORTH ALONG THE WEST LINE OF SOUTH HALSTED STREET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PERM TAX# PCL

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17-29-202-005-0000
17-29-202-006-0000
17-29-202-040-0000
17-29-202-044-0000
17-29-203-022-0000
17-29-203-023-0000

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