



Doc#: 1607012071 Fee: \$60.00  
RHSP Fee:\$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/10/2016 10:32 AM Pg: 1 of 12

This document was prepared by,  
and after recording, return to:

Chad M. Poznansky, Esq.  
Clark Hill PLC  
150 N. Michigan Avenue, Suite 2700  
Chicago, IL 60601

Permanent Tax Index Number:

10-15-115-017-0000 and  
10-15-115-020-0000

Property Address:

Intersection of Skokie Boulevard, Emerson Street and Gross Point Road, in Skokie, Illinois,  
commonly known as "Emerson Crossing"

60076

*This space reserved for Recorders use only.*

ASSIGNMENT OF RENTS AND LEASES

This ASSIGNMENT OF RENTS AND LEASES dated as of March 1, 2016 (the "Assignment"), is executed by **EMERSON SKOKIE PARTNERS, LLC**, a Delaware limited liability company (the "Assignor"), whose address is 180 N. Michigan Avenue, Suite 300, Chicago, IL 60601, to and for the benefit of **WINTRUST BANK**, an Illinois banking association, its successors and assigns (the "Assignee"), whose address is 231 S. LaSalle St., Suite 200, Chicago, IL 60604.

RECITALS:

A. The Assignee has agreed to loan to the Assignor the maximum principal amount of FOUR MILLION THREE HUNDRED TWENTY ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$4,321,500.00) (the "Loan"), as evidenced by that certain Promissory Note dated even date herewith (as the same may be amended, modified, replaced or restated from time to time, the "Note"), executed by the Assignor and made payable to the order of the Assignee.

B. A condition precedent to the Assignee's making of the Loan to the Assignor is the execution and delivery by the Assignor of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

Box 400

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Karnon A / 2/16

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## AGREEMENTS:

1. Definitions. All capitalized terms which are not defined herein shall have the meanings ascribed thereto in that certain Construction Mortgage, Security Agreement, Assignment of Rents and Leases And Fixture Filing dated as of even date herewith, executed by the Assignor to and for the benefit of the Assignee (the "Mortgage").

2. Grant of Security Interest. The Assignor hereby grants, transfers, sets over and assigns to the Assignee, all of the right, title and interest of the Assignor in and to (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the land legally described in Exhibit "A" attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the "Premises"), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases (each, a "Lease", and collectively, the "Leases"), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises. Subject to the limited license granted to Assignee by Assignor set forth herein, this Assignment is an absolute transfer and assignment of the foregoing interests to the Assignee given to secure:

(a) the payment by the Assignor when due of (i) the indebtedness evidenced by the Note and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to the Assignee by the Assignor under or with respect to the Loan Documents (as defined in the Note); and (iii) all costs and expenses paid or incurred by the Assignee in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and

(b) the observance and performance by the Assignor of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of the Assignor or any other obligor to or benefiting the Assignee which are evidenced or secured by or otherwise provided in the Note, this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof.

3. Representations and Warranties of the Assignor. The Assignor represents and warrants to the Assignee that:

(a) this Assignment, as executed by the Assignor, constitutes the legal and binding obligation of the Assignor enforceable in accordance with its terms and provisions, subject to the effects of bankruptcy, principles of equity and laws affecting the rights of creditors generally;

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(b) the Assignor is the lessor under all Leases;

(c) there is no other existing assignment of the Assignor's entire or any part of its interest in or to any of the Leases, or any of the rents, issues, income or profits assigned hereunder, nor has the Assignor entered into any agreement to subordinate any of the Leases or the Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;

(d) the Assignor has not executed any instrument or performed any act which may prevent the Assignee from operating under any of the terms and provisions hereof or which would limit the Assignee in such operation; and

(e) there are no defaults by the landlord and, to the Assignee's knowledge, there are no material defaults by tenants under any Leases.

4. Covenants of the Assignor. The Assignor covenants and agrees that so long as this Assignment shall be in effect:

(a) the Assignor shall not lease any portion of the Premises unless the Assignor obtains the Assignee's prior written consent to all aspects of such lease.

(b) the 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 the Assignor shall not do or suffer to be done anything to impair the security thereof. The Assignor shall not (i) release the liability of any tenant under any Lease (except to the extent commercially reasonable given prudent management practices but providing Assignee notice of such release), (ii) consent to any tenant's withholding of rent or making monetary advances and off-setting the same against future rentals, (iii) consent to any tenant's claim of a total or partial eviction (iv) consent to a tenant termination or cancellation of any Lease, except as specifically provided therein, or (v) enter into any oral leases with respect to all or any portion of the Premises;

(c) the Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty days in advance of the time when the same shall become due, except for security or similar deposits;

(d) the 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, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents;

(e) except in the exercise of good business judgment consistent with managing and leasing a retail shopping center but providing Assignee with notice thereof, the Assignor shall not modify the terms and provisions of any Lease, nor shall the Assignor give any consent (including, but not limited to, any consent to any assignment

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of, or subletting under, any Lease, except as expressly permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease, without the Assignee's prior written consent; provided, however, that the Assignor may cancel or terminate any Lease as a result of a material default by the tenant thereunder and failure of such tenant to cure the default within the applicable time periods set forth in the Lease;

(f) the Assignor shall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder; any termination fees payable under a Lease for the early termination or surrender thereof shall be paid jointly to the Assignor and the Assignee;

(g) the 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;

(h) the Assignor shall not waive or excuse the obligation to pay rent under any Lease;

(i) the 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 tenant or guarantor thereunder, and shall pay all costs and expenses of the Assignee, including court costs and reasonable attorneys' fees, in any such action or proceeding in which the Assignee may appear;

(j) the Assignor shall give prompt notice to the Assignee of any notice of any default by the lessor under any Lease received from any tenant or guarantor thereunder;

(k) to the extent commercially reasonable given the exercise of prudent management practices center but providing Assignee with notice thereof, the Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the tenants and guarantors thereunder and shall immediately notify the Assignee of any material breach by the tenant or guarantor under any such Lease;

(l) the 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;

(m) the Assignor shall not execute hereafter any Lease unless there shall be included therein a provision providing that the tenant thereunder acknowledges that such

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Lease has been assigned pursuant to this Assignment and agrees not to look to the Assignee as mortgagee, mortgagee in possession or successor in title to the Premises for accountability for any security deposit required by lessor under such Lease unless such sums have actually been received in cash by the Assignee as security for tenant's performance under such Lease;

(n) If any tenant under any Lease 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, the 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 the Assignee, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to the Assignor and the Assignee. The Assignor hereby assigns any such payment to the Assignee and further covenants and agrees that upon the request of the Assignee, it will duly endorse to the order of the Assignee any such check, the proceeds of which shall be applied in accordance with the provisions of Section 8 below; and

(o) Not later than one hundred twenty (120) days after the end of each calendar year, the Assignor shall deliver to the Assignee a certified rent roll for the Premises as of the last day of such period in a form reasonably satisfactory to the Assignee.

To the extent any action with respect to a Lease required Assignee's consent, such consent shall be deemed to have been given if (w) Assignor submits a written request to Assignee for such approval, (x) such written request shall specify in a prominent manner that Assignee shall be deemed to have approved the requested action if Assignee fails to respond, (y) Assignee provides reasonable detail of the terms of the Lease (or modification), including information reasonably necessary for Assignee to adequately evaluate such request (including, without limitation, a copy of the proposed lease, credit information regarding the proposed tenant and a statement of the leasing commissions, tenant improvement costs, tenant incentives and other costs and expenses to be incurred in connection with such proposed lease), and (z) Assignee fails to respond to Assignor's request within ten (10) business days of receiving the written request and information from Assignor with either approval, disapproval or request for additional information needed to make such a decision. In such event, Assignor shall be entitled to take the requested Lease action without Assignee's consent, but shall deliver a copy thereof to Assignee within ten (10) days thereafter.

5. Rights Prior to Default. Unless or until an Event of Default (as defined in Section 6) has occurred and is continuing, the Assignor shall have the right to (a) collect, at the time (but in no event more than thirty days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same; and (b) exercise all of the rights and perform all of the obligations of the landlord under the Lease (subject to any restrictions thereof expressly set forth in the Loan Documents). Upon the occurrence of an Event of Default, the Assignor's right to collect such rents, issues, income and profits shall immediately

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terminate without further notice thereof to the Assignor. The Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

6. Events of Default. An “Event of Default” shall occur under this Assignment upon the occurrence of (a) a breach by the Assignor of any of the covenants, agreements, representations, warranties or other provisions hereof which is not cured or waived within the applicable grace or cure period, if any, set forth in the Mortgage, or (b) any other Event of Default described in the Note, the Mortgage or any of the other Loan Documents.

7. Rights and Remedies Upon Default. At any time upon or following the occurrence of any Event of Default, the Assignee, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on the Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing the Assignor or any guarantor of the Note from any obligation, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Loan Documents:

(a) Declare the unpaid balance of the principal sum of the Note, together with all accrued and unpaid interest thereon, immediately due and payable;

(b) Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as the Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to the Assignee, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which the Assignee deems necessary or proper;

(c) Either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to the Assignee, without proof of default hereunder, upon receipt from the Assignee of written notice to thereafter pay all such rents and other amounts to the Assignee and to comply with any notice or demand by the Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and the Assignor shall facilitate in all reasonable ways the Assignee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to the Assignee; and

(d) Make any payment or do any act required herein of the Assignor in such manner and to such extent as the Assignee may deem necessary, and any amount so paid

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by the Assignee shall become immediately due and payable by the Assignor with interest thereon until paid at the Default Rate and shall be secured by this Assignment.

8. Application of Proceeds. All sums collected and received by the Assignee out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default shall be applied in accordance with the Illinois Mortgage Foreclosure Law (Chapter 735, Sections 5/15-1101 et seq., Illinois Compiled Statutes) and, unless otherwise specified in such act, in such order as the Assignee shall elect in its sole and absolute discretion.

9. Limitation of the Assignee's Liability. The Assignee shall not be liable for any loss sustained by the Assignor resulting from the Assignee's failure to let the Premises or from any other act or omission of the Assignee in managing, operating or maintaining the Premises following the occurrence of an Event of Default. The Assignee shall not be obligated to observe, perform or discharge, nor does the Assignee hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of the Assignor under or by reason of this Assignment. The Assignor shall and does hereby agree to indemnify, defend (using counsel reasonably satisfactory to the Assignee) and hold the Assignee harmless from and against any and all liability, loss or damage which the Assignee may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against the Assignee by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however, in no event shall the Assignor be liable for any liability, loss or damage which the Assignor incurs as a result of the Assignee's gross negligence or willful misconduct. Should the Assignee incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by the Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon the Assignee for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make the Assignee responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth herein or in the Mortgage, and no exercise by the Assignee of any of the rights set forth herein or in the Mortgage shall constitute or be construed as constituting the Assignee a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by the Assignee pursuant to the provisions hereof or of the Mortgage.

10. No Waiver. Nothing contained in this Assignment and no act done or omitted to be done by the Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by the Assignee of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of the Assignee under the terms and provisions of such instruments, and the Assignee

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may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. The Assignee may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

11. Further Assurances. The Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as the Assignee may designate) and shall do or cause to be done such further acts, as the Assignee may request, in order to permit the Assignee to perfect, protect, preserve and maintain the assignment made to the Assignee by this Assignment. Notwithstanding the foregoing, no such additional instruments shall: (a) materially increase any obligation of the Assignor under the Loan Documents; or (b) materially decrease any right or remedy of the Assignor under the Loan Documents.

12. Security Deposits. The Assignor acknowledges that the Assignee has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that the Assignee assumes no responsibility or liability for any security so deposited.

13. Severability. If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, the Assignee and the Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

14. Successors and Assigns. This Assignment is binding upon the Assignor and its legal representatives, successors and assigns, and the rights, powers and remedies of the Assignee under this Assignment shall inure to the benefit of the Assignee and its successor and assigns.

15. Written Modifications. This Assignment shall not be amended, modified or supplemented without the written agreement of the Assignor and the Assignee at the time of such amendment, modification or supplement.

16. Duration. This Assignment shall become null and void at such time as the Assignor shall have paid the principal sum of the Note, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents, and by its acceptance hereof, Assignee agrees, at such time, to execute and deliver to Assignor an instrument in recordable form, wherein Assignee acknowledges the termination of its rights hereunder or assigns such rights, without recourse, to Assignor's designee.



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17. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

18. Notices. All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of the Assignor and the Assignee, as the case may be, as specified in the Mortgage.

19. WAIVER OF TRIAL BY JURY. THE ASSIGNOR AND THE ASSIGNEE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS ASSIGNMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST THE ASSIGNEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

[SIGNATURE PAGE FOLLOWS]

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

**EMERSON SKOKIE PARTNERS, LLC,**  
a Delaware limited liability company

By:   
Name: Ryan C. Levy  
Title: Authorized Signatory

STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF Cook                                  )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY Ryan C. Levy an Authorized Signatory of EMERSON SKOKIE PARTNERS, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Authorized Signatory, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of <sup>MARCH</sup> ~~February~~, 2016.

  
Notary Public



My Commission Expires:

July 8, 2018

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## EXHIBIT "A"

### LEGAL DESCRIPTION OF REAL ESTATE

THAT PART OF THE NORTH HALF OF LOT 2 LYING WEST OF THE WEST LINE OF GROSS POINT ROAD, EXCEPT THE WEST 50 FEET THEREOF AND THAT PART OF LOT 1 LYING WEST OF THE WEST LINE OF GROSS POINT ROAD, EXCEPT THE WEST 50 FEET THEREOF AND EXCEPT THAT PART OF SAID LOT 1 LYING NORTHERLY OF LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 1, SAID POINT BEING 27.0 FEET SOUTH OF THE NORTH LINE OF LOT 1 (BEING ALSO THE SOUTH LINE OF EMERSON STREET); THENCE NORTHEAST A DISTANCE OF 14.24 FEET TO A POINT ON A LINE 17.0 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1, SAID POINT BEING 60.0 FEET EAST OF THE WEST LINE OF SAID LOT; THENCE EASTERLY 185.0 FEET TO A POINT 7.50 FEET SOUTH OF THE NORTH LINE OF LOT 1. THENCE EAST ALONG A LINE 7.50 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 1, 244.12 FEET, MORE OR LESS, TO A POINT OF CURVE, SAID POINT BEING 102.96 FEET WEST OF THE WESTERLY LINE OF GROSS POINT (AS MEASURED ON A LINE 7.50 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF LOT 1); THENCE EASTERLY ALONG SAID CURVE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 84.0 FEET, A DISTANCE OF 63.33 FEET TO A POINT OF TANGENCY; THENCE SOUTHEAST ALONG THE TANGENT TO THE LAST DESCRIBED POINT, 17.55 FEET TO A POINT ON THE WESTERLY LINE OF GROSS POINT ROAD, SAID POINT BEING 58.0 FEET SOUTHWEST OF THE NORTHEAST CORNER OF SAID PROPERTY (AS MEASURED ON THE WESTERLY LINE OF SAID ROAD); ALL IN PARTITION BETWEEN THE HEIRS OF MICHAEL DIEDERICH OF THE SOUTH WEST QUARTER OF THE NORTH WEST QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO EXCEPTING THEREFROM THAT PORTION DEDICATED TO THE VILLAGE OF SKOKIE BY PLAT OF DEDICATION RECORDED WITH THE RECORDER OF DEEDS FOR COOK COUNTY, ILLINOIS ON MARCH 23, 2006 AS DOCUMENT NUMBER 0608239035.

(EXCEPT THE FOLLOWING TRACTS DEDICATED FOR EMERSON STREET AND GROSS POINT ROAD, BY PLAT OF DEDICATION RECORDED JANUARY 31, 2013 AS DOCUMENT 1303116003)

#### TRACT A:

THAT PART OF LOTS 1 AND 2, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOT 2 WITH THE EAST RIGHT OF WAY LINE OF SKOKIE BOULEVARD PER DOCUMENT NO. 187576627; THENCE NORTH 00 DEGREES 15 MINUTES 18 SECONDS EAST ALONG SAID ROW LINE, 242.27 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF EMERSON STREET PER DOCUMENT 0608239034; THENCE NORTH 54 DEGREES 55

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MINUTES 44 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 1.84 FEET SOUTH 00 DEGREES 15 MINUTES 18 SECONDS WEST ALONG A LINE 1.50 FEET EAST OF AND PARALLEL WITH SAID EAST RIGHT OF WAY LINE OF SKOKIE BOULEVARD, 243.31 FEET TO SAID SOUTH LINE OF THE NORTH 1/2 OF LOT 2, THENCE SOUTH 89 DEGREES 40 MINUTES 14 SECONDS WEST ALONG SAID SOUTH LINE, 1.50 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

## TRACT B:

THAT PART OF LOT 1, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LAND PREVIOUSLY DEDICATED FOR EMERSON STREET PER DOCUMENT NUMBER 0608239035, THENCE NORTH 86 DEGREES 37 MINUTES 33 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID EMERSON STREET PER DOCUMENT NUMBER 18757627, A DISTANCE OF 157.00 FEET, THENCE NORTH 89 DEGREES 34 MINUTES 09 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 114.92 FEET, THENCE SOUTH 00 DEGREES 28 MINUTES 22 SECONDS EAST, 3.78 FEET, THENCE SOUTH 89 DEGREES 34 MINUTES 09 SECONDS WEST, 116.32 FEET; THENCE SOUTH 86 DEGREES 15 MINUTES 02 SECONDS WEST, 163.14 FEET TO THE SOUTHEASTERLY LINE OF SAID PREVIOUSLY DEDICATED EMERSON STREET; THENCE NORTH 54 DEGREES 55 MINUTES 44 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE, 9.09 FEET TO THE PLACE OF BEGINNING

## TRACT C:

THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF EMERSON STREET WITH THE NORTH RIGHT OF WAY LINE OF GROSS POINT ROAD, THENCE SOUTH 42 DEGREES 44 MINUTES 02 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE OF GROSS POINT ROAD, 15.00 FEET, THENCE NORTH 02 DEGREES 13 MINUTES 04 SECONDS WEST, 21.23 FEET TO SAID SOUTH RIGHT OF WAY LINE OF EMERSON STREET; THENCE SOUTH 47 DEGREES 10 MINUTES 11 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE OF EMERSON STREET, 15.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

REAL ESTATE COMMONLY KNOWN AS: "Emerson Crossing," the 2.53 acre site located at the intersection of Skokie Boulevard, Emerson Street and Gross Point Road, Skokie, Illinois **60076**

PERMANENT IDENTIFICATION NUMBERS: 10-15-115-017-0000 AND 10-15-115-020-0000