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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/05/2016 01:03 PM PG: 1 OF 15

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ASSUMPTION AGREEMENT

This ASSUMPTION AGREEMENT (the "Agreement") is made as of the 30th day of September, 2016, by and between THE SHOPS AT BIG DEAHL, LLC, an Illinois limited liability company ("Big Deahl"), J. MICHAEL DREW and DANIEL A. LUKAS ("Guarantors"), and THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank ("Lender").

Recitals

A. Lender has heretofore made a loan (the "Loan") to BFD Acquisition Corporation, an Illinois corporation ("BFD"), in the principal amount of TWELVE MILLION AND 00/100 DOLLARS (\$12,000,000.00) pursuant to the terms and conditions of a Loan Agreement dated as of November 20, 2015 between BFD and Lender, as amended by that certain Modification of Loan Documents among BFD, Guarantors and Lender dated January 4, 2016 and recorded February 22, 2016 with the Recorder of Deeds of Cook County, Illinois (the "Recorder") as document no. 1605316037 (the "Modification", with such Loan Agreement as amended by the Modification, and as hereafter amended, restated, replaced or supplemented, being referred to herein as the "Loan Agreement"). The Loan is evidenced by a Promissory Note dated November 20, 2015, in the principal amount of the Loan, made payable by BFD to the order of Lender, as amended by the Modification (as hereafter amended, restated, replaced or supplemented, the "Note"). Initially capitalized terms used but not expressly defined in this Agreement have the respective meanings given them in the Loan Agreement.

B. The Note is secured by, among other things, (i) that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing from BFD to Lender, dated as of November 20, 2015 and recorded with the Recorder on November 23, 2015 as document no. 1532716017, as amended by the Modification (as hereafter amended, restated, replaced or supplemented, the "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on **Exhibit A** hereto (the "Premises"); (ii) that certain Assignment of Rents and Leases from BFD to Lender dated as of November 20, 2015, and recorded with the Recorder on November 23, 2015 as document no. 1532716018, as amended by the Modification (as hereafter amended, restated, replaced or supplemented, the "Assignment of Leases"); (iii) that certain Environmental Indemnity Agreement from BFD and Guarantors to Lender dated as of November 20, 2015, as amended by the Modification (as hereafter amended,

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Lender dated as of November 20, 2015, as amended by the Modification (as hereafter amended, restated, replaced or supplemented, the “Indemnity Agreement”); (iv) that certain Guaranty of Payment from Guarantors to Lender dated as of November 20, 2015, as amended by the Modification (as hereafter amended, restated, replaced or supplemented, the “Guaranty”); and (v) certain other loan documents, as amended by the Modification (the Loan Agreement, the Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the Guaranty and the other documents evidencing, securing and guarantying the Loan, as hereafter amended, restated, replaced or supplemented, are sometimes collectively referred to herein as the “Loan Documents”).

C. BFD desires to convey the Premises to Big Deahl. Such conveyance is subject to the consent of Lender.

D. Lender is willing to grant such consent, provided that simultaneously with such conveyance, Big Deahl shall assume the Loan, and the Mortgage and the other Loan Documents, by executing and delivering this Agreement to Lender.

NOW, THEREFORE, in consideration of the Recitals set forth above, which by this reference are made a part of this Agreement, the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. Assumption and Joinder. On and after the date first written above:

(a) Big Deahl acknowledges and agrees that it has acquired title to the Premises and all of the other collateral for the Loan subject to the liens arising under the Mortgage and the other Loan Documents.

(b) Big Deahl irrevocably and unconditionally joins in, assumes, agrees to be liable for, and agrees to perform and observe, each and every one of the covenants, rights, promises, agreements, terms, conditions, obligations, appointments, duties and liabilities of BFD under the Loan Agreement, the Note and all of the other Loan Documents.

(c) With the exception of the representations and warranties set forth in Section 2.1(b) of the Loan Agreement, Big Deahl shall become bound by all of BFD’s representations, warranties and covenants as set forth in the Loan Agreement, the Note and all of the other Loan Documents as if Big Deahl had been the original party making such representations, warranties and covenants, with such representations and warranties being deemed remade by Big Deahl as of the date of this Agreement.

(d) All references to the term “Borrower”, “Mortgagor”, “Assignor” and “Pledgor” in the Loan Agreement, the Note or any of the other Loan Documents, or in any other document or instrument executed and delivered or furnished, or to be executed and delivered or furnished, by BFD as Borrower, Mortgagor, Assignor or Pledgor, shall be deemed to include references to Big Deahl.

(e) This Agreement shall constitute a Loan Document.

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SECTION 2. Representations and Warranties. Big Deahl represents and warrants to Lender that:

(a) Big Deahl is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of Illinois. The organizational documents of Big Deahl, certified copies of which have been furnished to Lender, are in effect, unamended, and are the true, correct and complete documents relating to Big Deahl's creation and governance. Big Deahl and its members have fully complied with all applicable securities and other laws, ordinances and regulations in connection with the formation of Big Deahl and the sale and offer for sale of interests therein. The organizational documents of Big Deahl shall not, without the prior written consent of Lender, be amended, modified or supplemented if such amendment, modification or supplement is reasonably likely to have a material adverse effect on Big Deahl's ability to perform its obligations under any of the Loan Documents. Big Deahl shall not permit itself to be dissolved or its existence terminated. Big Deahl has full power and authority to conduct its business as presently conducted, to enter into this Agreement and to perform all of its duties and obligations under this Agreement and under the Loan Documents; such execution and performance have been duly authorized by all necessary limited liability company approvals. Big Deahl has not been convicted of a felony and there are no proceedings or investigations being conducted involving criminal activities of Big Deahl.

(b) The execution, delivery and performance of this Agreement and the Loan Documents by Big Deahl and the performance of its obligations under this Agreement and the Loan Documents have been duly authorized by the members of Big Deahl, and no other limited liability company or other analogous proceedings on the part of Big Deahl are necessary to authorize the execution, delivery or performance of this Agreement or the Loan Documents, the transactions contemplated by this Agreement or the Loan Documents, or the performance of Big Deahl's obligations under this Agreement or the Loan Documents.

(c) This Agreement has been duly executed and delivered by Big Deahl. This Agreement and the Loan Documents constitute the legal, valid and binding obligations of Big Deahl, enforceable against it in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and by general principles of equity, whether such enforceability is considered in a proceeding at law or in equity.

(d) There is currently no Event of Default (as defined in the Loan Agreement) under the Loan Agreement, the Note, the Mortgage or the other Loan Documents, and to the actual knowledge of Big Deahl there is no event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Loan Agreement, the Note, the Mortgage or the other Loan Documents.

(e) As of the date hereof, Big Deahl has no, and hereby irrevocably waives all, claims, counterclaims, defenses, or set-offs with respect to the Loan and the Loan Documents.

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SECTION 3. Restrictions on Transfer.

(a) Big Deahl, without the prior written consent of the Lender, shall not effect, suffer or permit any Prohibited Transfer (as defined below). Any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of any of the following properties or interests shall constitute a "Prohibited Transfer":

(i) The Premises or any part thereof or interest therein, excepting only sales or other dispositions of collateral for the Loan ("Obsolete Collateral") no longer useful in connection with the operation of the Premises, provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by collateral of at least equal value and utility which is subject to the lien of the Mortgage and the other Loan Documents with the same priority as with respect to the Obsolete Collateral unless such replacement is not, in the reasonable judgment of the Lender, required for the use or operation of the Premises for its intended purposes;

(ii) All or any part of membership interests in Big Deahl; and

(iii) Control (as hereinafter defined), by way of transfers of membership interests or otherwise, of Big Deahl;

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly (including through a nominee agreement), voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this section shall not apply (i) to liens securing the Loan, (ii) to the Permitted Exceptions, (iii) to the lien of current taxes and assessments not in default, (iv) to any transfers of any membership interests in Big Deahl, by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate or personal representatives, or by or on behalf of any owner thereof for estate planning purposes to such owner's heirs, legatees or devisees, or to trusts for the benefit of any one or more of them, provided that J. Michael Drew exercises Control of Big Deahl, or (v) to Leases permitted by the terms of the Loan Documents, if any.

(b) "Control" (including "Controlling" and "Controlled") means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, membership interests or other manner of control.

SECTION 4. Amendment to Mortgage as Fixture Filing. The Mortgage constitutes a fixture filing in accordance with Section 9-502 of the Illinois Uniform Commercial Code (the "UCC"). This Agreement amends the Mortgage, the recording information of which is set forth in paragraph B of the Recitals to this Agreement, in accordance with Section 9-512 of the UCC, to provide that the debtor under the fixture filing embodied in the Mortgage is The Shops at Big Deahl, LLC, an Illinois limited liability company, having the same address as BFD.

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SECTION 5. Further Assurances. At any time and from time to time, at the sole cost and expense of Big Deahl, Big Deahl will promptly and duly execute and deliver to Lender any and all further instruments and documents and take such further action as shall be reasonably necessary to effect the purposes of this Agreement.

SECTION 6. Consent of Lender. Lender hereby consents to the conveyance of the Premises and all other collateral for the Loan to Big Deahl.

SECTION 7. Representations, Warranties and Covenants of Guarantors. Each Guarantor hereby represents, warrants and covenants, with respect to himself only, to Lender as follows:

(a) The representations and warranties of such Guarantor in the Indemnity Agreement and the Guaranty are true and correct in all material respects as of the date hereof.

(b) There is currently no Event of Default (as defined in the Loan Agreement) under the Indemnity Agreement or the Guaranty, and such Guarantor does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute any such Event of Default.

(c) The Indemnity Agreement and the Guaranty are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of such Guarantor, enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of such Guarantor from the date of his most recent financial statement received by Lender.

(e) As of the date hereof, such Guarantor has no, and hereby irrevocably waives all, claims, counterclaims, defenses, or set-offs with respect to the Indemnity Agreement or the Guaranty.

(f) This Agreement has been duly executed and delivered on behalf of such Guarantor.

SECTION 8. Reaffirmation by Guarantors. Guarantors hereby ratify and reaffirm the Guaranty and the Indemnity Agreement, and agree that following the execution and delivery of this Agreement by Big Deahl and the conveyance of the Premises to Big Deahl, the Guaranty and the Environmental Indemnity remain in full force and effect and continue to be the legal, valid and binding obligations of Guarantors.

SECTION 9. Binding Nature of Agreement. All provisions of the Loan Agreement and the other Loan Documents shall remain in full force and effect and be unaffected hereby, except as expressly provided in this Agreement. This Agreement shall be binding upon Big Deahl and the Guarantors and their respective successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

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SECTION 10. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES OR PRINCIPLES.

SECTION 11. Notices. All notices, requests, demands and other communications to Big Deahl provided for under the Loan Agreement and any other Loan Document shall be given to Big Deahl in accordance with Section 12.7 of the Loan Agreement at the address of BFD set forth in such Section.

SECTION 12. No Release. Nothing contained in this Agreement shall constitute a release by Lender of BFD, or a limitation of the liability of BFD under any of the Loan Documents

SIGNATURE PAGE FOLLOWS

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IN WITNESS WHEREOF, Big Deahl, Guarantors and Lender have executed this Agreement as of the date first above written.

BIG DEAHL

THE SHOPS AT BIG DEAHL, LLC, an Illinois limited liability company

By: _____
Daniel A. Lukas, Manager

GUARANTORS

Daniel A. Lukas

J. Michael Drew

LENDER

THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank

By: _____
Niquanda Reid
Loan Officer

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Niquanda Reid, Loan Officer of The PrivateBank and Trust Company, an Illinois state chartered bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of November, 2016.

Monika Sarna

NOTARY PUBLIC
(SEAL)

My commission expires 10/12/20



STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Daniel A. Lukas, the Manager of The Shops at Big Deahl, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, 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 ____ day of _____, 2016.

NOTARY PUBLIC
(SEAL)

My commission expires _____

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Jacob Noble, Managing Director of The PrivateBank and Trust Company, an Illinois state chartered bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2016.

NOTARY PUBLIC
(SEAL)

My commission expires _____

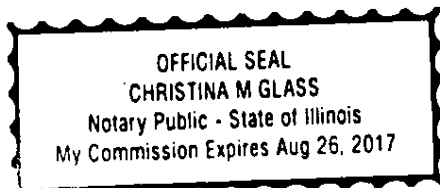
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Daniel A. Lukas, the Manager of The Shops at Big Deahl, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, 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 30th day of September, 2016.

Christina M Glass
NOTARY PUBLIC
(SEAL)

My commission expires Aug. 26, 2017



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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY, that J. Michael Drew, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of September, 2016.

Christina M. Glass
NOTARY PUBLIC
(SEAL)

My commission expires Aug. 26, 2017.



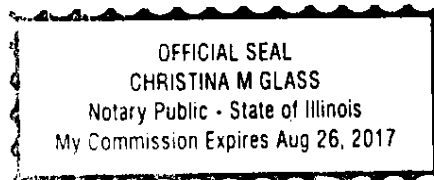
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY, that Daniel A. Lukas, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of September, 2016.

Christina M. Glass
NOTARY PUBLIC
(SEAL)

My commission expires Aug. 26, 2017.



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 1, 2 AND 3 IN THE SENG COMPANY'S RESUBDIVISION OF PART OF YALE RESUBDIVISION OF BLOCK 58 IN ELSTON'S ADDITION TO CHICAGO, IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 14, 15, 16, 17, 18 AND THE NORTHERLY 16 FEET OF LOT 19 AND THE VACATED ALLEY EAST OF AND ADJOINING SAID LOTS IN J. A. YALE'S RESUBDIVISION OF BLOCK 58 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

(EXCEPTING FROM PARCELS 1 AND 2 AFORESAID A PART OF LOT 1 IN THE SENG COMPANY'S RESUBDIVISION OF PART OF YALE'S RESUBDIVISION OF BLOCK 58 IN ELSTON'S ADDITION TO CHICAGO, TOGETHER WITH A PART OF EACH OF LOTS 14, 15 AND 16 AND VACATED ALLEY EAST OF AND ADJOINING SAID LOTS IN J. A. YALE'S RESUBDIVISION OF BLOCK 58 IN ELSTON'S ADDITION TO CHICAGO AFORESAID, ALL IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN THE SENG COMPANY'S RESUBDIVISION AFORESAID, BEING THE INTERSECTION OF THE WEST LINE OF N. DAYTON STREET WITH THE SOUTH LINE OF W. BLACKHAWK STREET AND RUNNING THENCE WEST ALONG SAID SOUTH LINE OF W. BLACKHAWK STREET, A DISTANCE OF 261.84 FEET TO A POINT ON THE NORTH LINE OF LOT 14 IN J. A. YALE'S RESUBDIVISION AFORESAID; THENCE SOUTH ALONG A LINE WHICH IS PERPENDICULAR TO SAID SOUTH LINE OF W. BLACKHAWK STREET, A DISTANCE OF 44.35 FEET, TO AN INTERSECTION WITH THE WESTWARD EXTENSION OF THE SOUTH FACE OF AN EXISTING BRICK BUILDING; THENCE EAST ALONG SAID WESTWARD EXTENSION AND ALONG THE SOUTH FACE OF SAID BRICK BUILDING, A DISTANCE OF 129.45 FEET TO AN INTERSECTION WITH THE CENTER LINE OF AN EXISTING 17 INCH BRICK WALL AT A POINT WHICH IS 43.99 FEET (MEASURED PERPENDICULARLY) SOUTH OF THE SOUTH LINE OF W. BLACKHAWK STREET; THENCE SOUTHEASTWARDLY ALONG SAID CENTER LINE OF THE 17 INCH BRICK WALL, A DISTANCE OF 30.28 FEET TO AN INTERSECTION WITH THE CENTER LINE OF A 17 INCH BRICK WALL WHICH EXTENDS EAST TO THE WEST LINE OF SAID N. DAYTON STREET; THENCE EAST ALONG THE LAST DESCRIBED CENTER LINE, A DISTANCE OF 127.25 FEET TO A POINT ON THE WEST LINE OF N. DAYTON STREET, WHICH POINT IS 73.96 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 1 IN THE SENG COMPANY'S RESUBDIVISION

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AND THENCE NORTH ALONG THE WEST LINE OF SAID N. DAYTON STREET, SAID DISTANCE OF 73.96 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.)

PARCEL 3:

THAT PART OF VACATED NORTH FREMONT STREET VACATED BY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHICAGO, PASSED JANUARY 15, 1965 AND RECORDED APRIL 9, 1965 AS DOCUMENT 19431486 AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 14 IN BLOCK 58 IN JOHN A. YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN SAID ELSTON'S ADDITION TO CHICAGO AND RUNNING THENCE SOUTHEASTWARDLY ALONG THE WESTERLY LINE OF LOT 14 TO 18, BOTH INCLUSIVE, IN SAID JOHN A. YALE'S RESUBDIVISION, ALONG THE WESTERLY LINE OF SAID 18 PRODUCED SOUTHERLY 16 FEET AND ALONG THE WESTERLY LINE OF LOT 3 IN THE SENG COMPANY'S RESUBDIVISION OF PART OF YALE'S RESUBDIVISION OF BLOCK 58 IN SAID ELSTON'S ADDITION TO CHICAGO, IN COOK COUNTY, ILLINOIS, A DISTANCE OF 226.75 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE WESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 53.72 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN THE RESUBDIVISION OF LOT 1 IN JOHNSON AND CARLSON'S RESUBDIVISION OF BLOCK 57 IN JOHN A. YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN SAID ELSTON'S ADDITION TO CHICAGO, IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHWESTWARDLY ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 222.61 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, AND THENCE EAST ALONG A STRAIGHT LINE, A DISTANCE 52.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 1, 2 AND 3 IN THE RESUBDIVISION OF LOT 1 IN JOHNSON AND CARLSON'S RESUBDIVISION OF BLOCK 57 IN JOHN A. YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN SAID ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

PERPETUAL EASEMENT TO AND FOR THE BENEFIT OF PARCEL 1 CREATED BY GRANT RECORDED JULY 12, 1979 AS DOCUMENT 25048235 OVER, IN AND ACROSS THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOTS 4 AND 5 IN SENG COMPANY'S RESUBDIVISION OF PART OF YALE'S RESUBDIVISION OF BLOCK 58 IN ELSTON'S ADDITION TO CHICAGO, IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND MORE SPECIFICALLY IN AND ACROSS THE AREAS

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OCCUPIED BY EQUIPMENT IN THE BASEMENT OF THE IMPROVEMENTS LOCATED THEREON FOR THE PURPOSE OF OPERATING, FUELING, ADJUSTING, INSPECTING, MAINTAINING AND REBUILDING SUCH EQUIPMENT AND IMPROVEMENTS; AND FOR USE FOR THE USUAL AND ORDINARY PURPOSES IN ALL THE EQUIPMENT AND IMPROVEMENT LOCATED ON THE SERVIENT TENEMENT ALL OF WHICH CONSTITUTE FIXTURES OR IMPROVEMENTS ATTACHED TO AND FORMING PART OF THE REAL ESTATE DESCRIBED HEREIN, IN COOK COUNTY, ILLINOIS.

PARCEL 6: [Intentionally deleted.]

PARCEL 7:

LOT 3 IN JOHNSON AND CARLSON'S RESUBDIVISION OF BLOCK 57 IN JOHN A. YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

THAT PART OF LOT 2 IN JOHNSON AND CARLSON'S RESUBDIVISION OF BLOCK 57 IN JOHN A. YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED PER DOCUMENT NUMBER 4571265, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 3 IN SAID JOHNSON AND CARLSON'S RESUBDIVISION OF BLOCK 57; THENCE NORTH 57 DEGREES 42 MINUTES 28 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 44.44 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 3 FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 57 DEGREES 42 MINUTES 28 SECONDS EAST ALONG THE EASTERLY EXTENSION OF SAID SOUTH LINE OF LOT 3, A DISTANCE OF 24.53 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 2; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE, BEING A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 265.87 FEET, A CHORD BEARING OF NORTH 67 DEGREES 11 MINUTES 23 SECONDS WEST, 121.76 FEET TO THE WESTERLY LINE OF SAID LOT 2; THENCE SOUTH 32 DEGREES 20 MINUTES 20 SECONDS EAST ALONG SAID WESTERLY LINE 39.47 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 2; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE BEING A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 282.87 FEET, A CHORD BEARING OF SOUTH 69 DEGREES 03 MINUTES 54 SECONDS EAST, 74.53 FEET TO THE POINT OF BEGINNING.

PARCEL 9:

THOSE PARTS OF LOTS 2 AND 4 IN JOHNSON AND CARLSON'S RESUBDIVISION OF BLOCK 57 IN JOHN A. YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5,

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TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED PER DOCUMENT NUMBER 4571265, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 3 IN SAID JOHNSON AND CARLSON'S RESUBDIVISION OF BLOCK 57; THENCE NORTH 57 DEGREES 42 MINUTES 28 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 3 AND EASTERLY EXTENSION OF SAID LOT 3, A DISTANCE OF 68.97 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 2; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 2 THE FOLLOWING TWO COURSES; (1) THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE, BEING A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 265.87 FEET, A CHORD BEARING OF SOUTH 83 DEGREES 53 MINUTES 46 SECONDS EAST, 33.28 FEET TO A POINT OF CURVATURE; (2) THENCE SOUTH 87 DEGREES 28 MINUTES 56 SECONDS EAST 97.37 FEET; THENCE SOUTH 57 DEGREES 24 MINUTES 17 SECONDS WEST ALONG A LINE 174.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 174.93 FEET TO THE WEST LINE OF SAID LOT 4; THENCE NORTH 32 DEGREES 20 MINUTES 20 SECONDS WEST ALONG SAID WEST LINE 77.17 FEET TO THE POINT OF BEGINNING.

Address of Property: 1450 N. Dayton, Chicago, Illinois

Permanent Index Numbers: 17-05-218-010-0000
 17-05-218-009-0000
 17-05-218-005-0000
 17-05-218-006-0000
 17-05-217-003-0000
 17-05-217-002-0000
 17-05-217-001-0000
 17-05-217-004-0000
 17-05-217-006-0000
 17-05-217-005-0000