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

Daniel J. Elrod, Esq.
Katten Muchin
Rosenman LLP
525 West Monroe
Street
Chicago, Illinois
60661

Cook County:
4400 W. 45th Street,
Chicago, IL

PIN: 19-03-400-049-
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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/19/2016 04:11 PM PG: 1 OF 14

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of December 15, 2016, by and from 4400 45TH ASSOCIATES, LLC, a Delaware limited liability company (the "Assignor"), to and for the benefit of THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank, its successors and/or assigns ("Administrative Agent"), as administrative agent for certain financial institutions (together with their successors and assigns, the "Lenders" and individually, a "Lender") and for the benefit of the Lenders.

RECITALS:

A. Assignor is the owner of certain real property located in Cook County, State of Illinois, as more particularly described in Exhibit A attached hereto ("Property").

B. The Lenders have agreed to make certain loans to Assignor, 2901 36th Associates, LLC, 4201 36th Associates, LLC, 1200 Cermak Associates, LLC, 4700 Kolin Associates, LLC, 4532 Kolin Associates, LLC, 3301 Pershing Associates, LLC, 4801 Whipple Associates, LLC and 3645 Kildare Associates, LLC, each a Delaware limited liability company (individually and collectively, jointly and severally, as the context may require, "Borrower") in the aggregate maximum principal amount of up to Thirty-Two Million Five Hundred Thousand and No/100 Dollars (\$32,500,000.00) (collectively, the "Loan"), as set forth in that certain Loan and Security Agreement dated as of even date herewith by and among Borrower, Administrative Agent and the Lenders (together with all renewals, amendments, modifications, increases and extensions thereof, the "Loan Agreement"). Capitalized terms not otherwise defined herein shall have the meanings assigned thereto in the Loan Agreement. The Loan is evidenced by one or more Notes (as defined in the Loan Agreement).

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C. The Loan is secured by, among other things, (i) that certain Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents, dated as of even date herewith on the Property (as the same may be amended, modified or restated from time to time, the “Mortgage”), and (ii) certain other documents evidencing or securing the Loan (together with the Notes, the Loan Agreement and the Mortgage, the “Loan Documents”).

D. The obligations of Borrower under the Loan Agreement, the Notes, the Mortgage, this Assignment, and the other Loan Documents are collectively referred to herein as the “Obligations”.

E. Assignor is required as a condition to the making of the Loan to transfer and assign to Administrative Agent, for the benefit of the Lenders, all of Assignor’s right, title and interest in, to and under the Leases and Rents (as defined below).

AGREEMENT:

NOW, THEREFORE, as an inducement for the making of the Loan, Assignor hereby represents, warrants, covenants and agrees as follows:

1. **Definitions.** As used herein, the following terms shall have the following meanings:

“Event of Default” means an Event of Default, as defined in the Loan Agreement.

“Leases” means all leases, subleases, rental contracts, occupancy agreements, licenses and other arrangements (in each case whether existing now or in the future) pursuant to which any person or entity occupies or has the right to occupy or use any portion of the Property, and includes (a) any supplement, modification, amendment, renewal or extension of any Lease and (b) any security or guaranty for any Lease.

“Lessees” means the lessees under the Leases or any subtenants or occupants of the Property.

“Rents” means all rents, issues, income, revenues, royalties, profits and other amounts now or in the future payable under any of the Leases, including those past due and unpaid.

2. **Assignment.** As security for the payment and performance of the Obligations, Assignor hereby absolutely and unconditionally transfers, sets over and assigns to Administrative Agent, on behalf of the Lenders, all present and future right, title and interest of Assignor in, to and under the Leases and the Rents, together with all advance payments, security deposits and other amounts paid or payable to or deposited with Assignor under any of the Leases and all other rights and interests of Assignor under or in respect of any of the Leases. This Assignment is intended to be and is an absolute and present assignment from Assignor to Administrative Agent, on behalf of the Lenders, it being intended hereby to establish a complete and present transfer of all Leases and Rents with the right, but without the obligation, to collect all Rents.

3. **License.** Except as hereinafter set forth and subject to the terms and conditions of the Loan Documents, Assignor shall have a license to collect the Rents accruing under the

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Leases as they become due and exercise all other rights and privileges as lessor under the Leases (“License”), but not in advance, and to enforce the Leases. The License is revocable, at Administrative Agent’s option, upon the occurrence and continuance of an Event of Default. Assignor covenants and agrees that in exercising its License it shall hold all Rents in trust and shall apply the same first to the payment of the reasonable expenses of owning, maintaining, repairing, operating and renting the Property, and then to payment of the Obligations.

4. **Representations and Warranties.** Assignor hereby represents and warrants to Administrative Agent and Lenders that: (a) Assignor is the absolute owner of the entire lessor’s interest in each of the Leases, with absolute right and title to assign the Leases and the Rents; (b) to Assignor’s knowledge after due inquiry and investigation, the Leases are valid, enforceable and in full force and effect and have not been modified, amended or terminated; (c) there are no outstanding assignments or pledges of the Leases or of the Rents and, to Assignor’s knowledge after due inquiry and investigation, no other party has any right, title or interest in the Leases or the Rents; (d) there are no existing defaults under the provisions of the Leases on the part of the lessor and, to Assignor’s knowledge after due inquiry and investigation, there are no existing defaults under the provisions of the Leases on the part of the Lessees thereunder; (e) to Assignor’s knowledge, no Lessee has any defense, set-off or counterclaim against Assignor; (f) except as disclosed in writing to Administrative Agent, no Lessee has any purchase option or first refusal right or any right or option for additional space with respect to the Property; (g) Assignor has not accepted prepayments of installments of rent or any other charges under any Lease for a period of more than one (1) month in advance; and (h) except as otherwise disclosed to Administrative Agent in writing, all work required to be performed by Assignor, as landlord, as of the date hereof under any Lease has been completed in accordance with the provisions of the Lease.

5. **Covenants of Assignor.**

5.1 **New Leases and Lease Terminations and Modifications.** Except as set forth in Section 7.24 of the Loan Agreement, Assignor shall not enter into, cancel, surrender or terminate (except as a result of a material default by the Lessees thereunder and failure of such Lessee to cure the default within the applicable time periods set forth in the Lease), amend or modify (i) any Lease for which Administrative Agent has approval rights under Section 7.24 of the Loan Agreement, or (ii) any other Lease if such cancellation, surrender or termination could reasonably be deemed to result in a Material Adverse Occurrence. Assignor shall not make any subsequent assignment or pledge of a Lease, or consent to the subordination of the interest of any Lessee in any Lease, or consent to any assignment by any Lessee or any subletting, without the prior written consent of Administrative Agent. Any attempt to do any of the foregoing without the prior written consent of Administrative Agent (if such consent is required) shall be null and void. Assignor shall act at all times consistently with the requirements of the Loan Agreement relating to Leases, including, without limitation, providing Administrative Agent with approval rights over all Lease matters with respect to which Administrative Agent has approval rights pursuant to the provisions of the Loan Agreement.

5.2 **Performance under Leases.** 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

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to impair the security thereof. Without the prior written consent of Administrative Agent, Assignor shall not (i) release the liability of any Lessee under any Lease or any guaranty thereof, or (ii) consent to any Lessee's withholding of rent or making monetary advances and off-setting the same against future rentals. Assignor shall not (i) consent to any Lessee's claim of a total or partial eviction, (ii) consent to a termination or cancellation of any Lease, except as specifically provided above, or (iii) enter into any oral leases with respect to all or any portion of the Property.

5.3 Collection of Rents. The Assignor shall not collect any of the Rents, issues, income or profits assigned hereunder more than thirty (30) days in advance of the time when the same shall become due, except for security or similar deposits.

5.4 Further Assignment. 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, except as specifically permitted by the Loan Documents.

5.5 Lease Guaranty. Without the prior written consent of Administrative Agent, Assignor shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law.

5.6 Waive Rental Payments. Without the prior written consent of Administrative Agent, the Assignor shall not waive or excuse the obligation to pay rent under any Lease.

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

5.8 Enforcement. 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 Lessees and guarantors thereunder.

5.9 Notice. Assignor shall promptly notify the Administrative Agent of any material breach by a Lessee or guarantor under any Lease upon Assignor obtaining knowledge of such breach.

5.10 Subordination. 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.

5.11 Bankruptcy of Lessee. If any Lessee is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, 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 Administrative

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Agent, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to the Assignor and Administrative Agent, on behalf of the Lenders. The Assignor hereby assigns any such payment to the Lenders and further covenants and agrees that upon the request of the Administrative Agent, it will duly endorse to the order of the Administrative Agent, on behalf of the Lenders, any such check.

6. **Cancellation of Lease.** In the event that any Lease permits cancellation thereof on payment of consideration and the privilege of cancellation is exercised, the payments made or to be made by reason thereof are hereby assigned to Administrative Agent, on behalf of the Lenders, and if an Event of Default has occurred and is continuing, shall be applied, at the election of Administrative Agent, to the Obligations in whatever order Administrative Agent shall choose in its discretion or shall be held in trust by Administrative Agent, for the benefit of the Lenders, as further security, without interest, for the payment of the Obligations. Prior to the occurrence and continuance of such Event of Default, Assignor may use and apply such termination payments to expenses of the Property.

7. **Lenders' Rights Upon Lessee Bankruptcy.** Upon the occurrence and during the continuance of an Event of Default, and if a Lessee under a Lease files or has filed against it any petition in bankruptcy or for reorganization, or undertakes or is subject to similar action, Administrative Agent, on behalf of the Lenders, shall have, and is hereby assigned by Assignor, all of the rights which would otherwise inure to the benefit of Assignor in such proceedings, including, without limitation, the right to seek "adequate protection" of its interests, to compel rejection of any Lease, and to seek such claims and awards as may be sought or granted in connection with the rejection of such Lease. Unless otherwise consented to by Administrative Agent in writing, Administrative Agent's exercise of any of the rights provided herein shall preclude Assignor from the pursuit and benefit thereof without any further action or proceeding of any nature. Administrative Agent, however, shall not be obligated to make timely filings of claims in any bankruptcy, reorganization or similar action, or to otherwise pursue creditor's rights therein.

8. **Default of Assignor.**

8.1 **Remedies.** Upon the occurrence and during the continuance of an Event of Default, Assignor's License to collect Rents shall immediately cease and terminate. Administrative Agent, on behalf of the Lenders, shall thereupon be authorized at its option to enter and take possession of all or part of the Property, in person or by agent, employee or court appointed receiver, and to perform all acts necessary for the operation and maintenance of the Property in the same manner and to the same extent that Assignor might reasonably so act; provided, however, that Administrative Agent shall not subject Assignor to any increased recourse liability except as may be provided in this Section 8.1, the other Loan Documents and/or as Assignor would otherwise be liable as owner of the Property. In furtherance thereof, Administrative Agent shall be authorized, but under no obligation, to collect the Rents arising from the Leases, and to enforce performance of any other terms of the Leases including, but not limited to, Assignor's rights to fix or modify rents, sue for possession of the leased premises, relet all or part of the leased premises, and collect all Rents under such new Leases. Assignor shall also pay to Administrative Agent, on behalf of the Lenders, promptly upon the occurrence and during the continuance of any Event of Default: (a) all rent prepayments and security or

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other deposits paid to Assignor pursuant to any Lease assigned hereunder; and (b) all charges for services or facilities or for escalations which have theretofore been paid pursuant to any such Lease to the extent allocable to any period from and after such Event of Default. Administrative Agent will, after payment of all proper costs, charges and any damages, apply the net amount of such Rents to the Obligations. Administrative Agent shall have sole discretion as to the manner in which such Rents are to be applied, the reasonableness of the costs to which they are applied, and the items that will be credited thereby.

8.2 Notice to Lessee. Assignor hereby irrevocably authorizes each Lessee, upon demand and written notice from Administrative Agent of the occurrence and continuance of an Event of Default, to pay all Rents under the Leases to Administrative Agent, on behalf of the Lenders. Assignor agrees that each Lessee shall have the right to rely upon any notice from Administrative Agent directing such Lessee to pay all Rents to Administrative Agent, without any obligation to inquire as to the actual existence of an Event of Default, notwithstanding any notice from or claim of Assignor to the contrary. Assignor shall have no claim against any Lessee for any Rents paid by Lessee to Administrative Agent.

8.3 Assignment of Defaulting Assignor's Interest in Lease. Administrative Agent shall have the right to assign Assignor's right, title and interest in and to the Leases to any person acquiring title to the Property through foreclosure or otherwise. Such assignee shall not be liable to account to Assignor for the Rents thereafter accruing.

8.4 No Waiver. Administrative Agent's failure to avail itself of any of its rights under this Assignment for any period of time, or at any time or times, shall not constitute a waiver thereof. Administrative Agent and/or the Lenders' rights and remedies hereunder are cumulative, and not in lieu of, but in addition to, any other rights and remedies Lender has under the Loan Agreement, the Notes, the Mortgage and any of the other Loan Documents. Lender's rights and remedies hereunder may be exercised as often as Lender deems expedient.

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

9. Indemnification of Lenders. Borrower hereby agrees to indemnify, defend, protect and hold Administrative Agent and the Lenders harmless from and against any and all liability, loss, cost, expense or damage (including reasonable attorneys' fees) that Administrative Agent and/or the Lenders may or might incur under the Leases or by reason of this Assignment, except to the extent caused by the gross negligence or willful misconduct of Administrative Agent, any Lender or any of their respective agents or representatives, as determined by a final nonappealable judgment of a court of competent jurisdiction. Such indemnification shall also cover any and all claims and demands that may be asserted against the Administrative Agent

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and/or the Lenders under the Leases or this Assignment. Nothing in this section shall be construed to bind Administrative Agent and/or the Lenders to the performance of any Lease provisions, or to otherwise impose any liability upon Administrative Agent and/or the Lenders, including, without limitation, any liability under covenants of quiet enjoyment in the Leases in the event that any Lessee shall have been joined as party defendant in any action to foreclose the Mortgage and shall have been barred thereby of all right, title, interest, and equity of redemption in the Property. This Assignment imposes no liability upon Administrative Agent and/or the Lenders for the operation and maintenance of the Property or for carrying out the terms of any Lease before Administrative Agent has entered and taken possession of the Property. Any loss or liability incurred by Administrative Agent and/or the Lenders by reason of actual entry and taking possession under any Lease or this Assignment or in the defense of any claims shall, at Administrative Agent's request, be immediately reimbursed by Borrower. Such reimbursement shall include interest at the Default Rate provided in the Loan Agreement, costs, expenses and reasonable attorney fees. Administrative Agent, on behalf of the Lenders, may, upon entry and taking of possession, collect the Rents and apply them to reimbursement for any such loss or liability. The provisions of this Section 9 shall survive repayment of the Obligations and any termination or satisfaction of this Assignment.

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

11. **Power of Attorney.** In furtherance of the purposes of this Assignment, Assignor hereby appoints Administrative Agent, on behalf of the Lenders, as Assignor's attorney-in-fact, with full authority in the place of Assignor, at the option of Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, and in the name of Assignor or Administrative Agent, to (a) collect, demand and receive the Rents and other amounts payable under any Lease, (b) bring suit and take other action to enforce the Leases, (c) enforce, supplement, modify, amend, renew, extend, terminate and otherwise administer the Leases and deal with Lessees in relation to the Leases, (d) give notices, receipts, releases and satisfactions with respect to the Leases and the Rents and other amounts payable under any Lease, and (e) take such other action as Administrative Agent may reasonably deem necessary or advisable in connection with the exercise of any right or remedy or any other action taken by Administrative Agent under this Assignment.

12. **No Mortgagee in Possession; No Other Liability.** The acceptance by Administrative Agent, on behalf of the Lenders, of this Assignment, with all of the rights, power, privileges and authority so created, shall not, prior to entry upon and taking of possession of the Property by Administrative Agent, be deemed or construed to: (a) constitute Administrative Agent and/or any Lender as a mortgagee in possession nor place any responsibility upon Administrative Agent and/or any Lender for the care, control, management or repair of the

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Property, nor shall it operate to make Administrative Agent and/or any Lender responsible or liable for any waste committed on the Property by any Lessee, occupant or other party, or for any dangerous or defective condition of the Property, nor thereafter at any time or in any event obligate Administrative Agent and/or any Lender to appear in or defend any action or proceeding relating to the Leases or to the Property; (b) require Administrative Agent and/or any Lender to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases; or (c) require Administrative Agent and/or any Lender to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by Lessees and not assigned and delivered to Administrative Agent. Administrative Agent and/or any Lender shall not be liable in any way for any injury or damage to person or property sustained by any person in or about the Property, except to the extent caused by the gross negligence or willful misconduct of Administrative Agent and/or any Lender, as determined by a final nonappealable judgment of a court of competent jurisdiction.

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

14. **Miscellaneous.**

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

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

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

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

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

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

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

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all subsequent holders of the Notes and the Mortgage, subject in all events to the provisions of the Mortgage regarding transfers of the Property by Assignor. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case. If there is more than one (1) party constituting Assignor, all obligations of each Assignor hereunder shall be joint and several.

14.8 Expenses. Assignor shall promptly pay following receipt of written demand all costs and expenses incurred by Administrative Agent and/or the Lenders in connection with the review of Leases, including reasonable fees and expenses of Administrative Agent's outside counsel.

14.9 Administrative Agent and Lender Discretion. The provisions of Section 11.14 of the Loan Agreement are incorporated herein by reference to the same extent as if fully set forth herein.

14.10 Exculpation of Constituent Members. The provisions of Section 11.31 of the Loan Agreement are incorporated herein by reference to the same extent as if fully set forth herein.

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


[Signature page follows]

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

ASSIGNOR:

4400 45TH ASSOCIATES, LLC,
a Delaware limited liability company

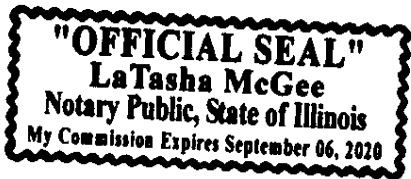
By: 
Name: S. Bismarck Brackett
Title: Authorized Signatory

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 that S. Bismarck Brackett, as Authorized Signatory of **4400 45th Associates, 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 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13 day of December, 2016.


Notary Public

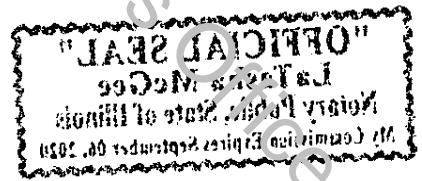


My Commission Expires:
September 6, 2020

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19 December
Notary Public, State of Illinois
My Commission Expires September 06, 2020



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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

(See Attached)

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office

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LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4, LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, APRIL 29, 1897 AS DOCUMENT NUMBER 2530529, IN BOOK 67 OF PLATS, PAGE 44, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST 45TH STREET AND A LINE 24.93 FEET EAST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3, SAID PARALLEL LINE BEING THE WESTERLY BOUNDARY LINE OF THE PREMISES CONVEYED BY 1ST NATIONAL BANK OF CHICAGO TO THE THEN TRUSTEES OF THE CENTRAL MANUFACTURING DISTRICT BY DEED DATED SEPTEMBER 15, 1950 AND RECORDED OCTOBER 16, 1950 AS DOCUMENT NUMBER 14927392; THENCE WEST ALONG SAID NORTH LINE OF WEST 45TH STREET, A DISTANCE OF 920.46 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE WESTERLY BOUNDARY LINE, AT THIS POINT, OF THE PARCEL OF LAND CONVEYED BY THE CHICAGO RIVER AND INDIAN RAILROAD COMPANY TO THE 1ST NATIONAL BANK OF CHICAGO, BY DEED DATED MARCH 6, 1951, AND RECORDED MARCH 8, 1951 AS DOCUMENT NUMBER 15026337; THENCE NORTHERLY ALONG LAST DESCRIBED LINE, A DISTANCE OF 572.27 FEET TO A POINT, SAID POINT BEING 893.28 FEET, MORE OR LESS, WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO ITS POINT OF INTERSECTION WITH A LINE PARALLEL TO AND 740.65 FEET SOUTH OF THE EAST AND WEST CENTER LINE OF SAID SECTION 3, SAID POINT OF INTERSECTION BEING 886.66 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE SOUTHEASTERLY ALONG A CURVED LINE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 328.12 FEET TO A POINT WHICH IS 741.24 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE, AND 881.77 FEET SOUTH OF THE EAST AND WEST CENTER LINE OF SAID SECTION 3; THENCE CONTINUING SOUTHEASTERLY ALONG A CURVED LINE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 921.31 FEET TO A POINT WHICH IS 667.45 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE, AND 913.79 FEET SOUTH OF THE EAST AND WEST CENTER LINE OF SAID SECTION 3; THENCE CONTINUING SOUTHEASTERLY ALONG A CURVED LINE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 328.12 FEET TO A POINT IN A LINE PARALLEL TO AND 935.32 FEET SOUTH OF THE SAID EAST AND WEST CENTER LINE OF SECTION 3, SAID POINT BEING 550.69 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE EAST ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 301.41 FEET, MORE OR LESS, TO A POINT 249.28 FEET WEST OF THE NORTH AND SOUTH CENTER OF SAID SECTION 3; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO ITS POINT WITH A LINE PARALLEL TO AND 970.57 FEET SOUTH OF SAID EAST AND WEST CENTER LINE OF SAID SECTION 3, SAID POINT OF INTERSECTION BEING 3.25 FEET EAST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE EAST ALONG LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 24.93 FEET EAST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE SOUTH ALONG LAST DESCRIBED PARALLEL LINE TO THE POINT OF BEGINNING, THE 3 LAST MENTIONED COURSES BEING THE SOUTHWESTERLY AND WESTERLY BOUNDARY LINES OF THE PREMISES CONVEYED BY 1ST NATIONAL BANK OF CHICAGO, TO THE THEN TRUSTEES

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OF THE CENTRAL MANUFACTURING DISTRICT BY AFOREMENTIONED DEED DATED SEPTEMBER 15, 1950 (AS DOCUMENT NUMBER 14927392).

THE FOREGOING DESCRIPTION IS BASED UPON THE FOLLOWING DEFINITIONS

THE EAST AND WEST CENTER LINE OF SAID SECTION 3, IS DEFINED AS STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID SECTION 3, MEASURED 2597.19 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 3, AND MEASURED 2669.84 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID SECTION 3, TO A POINT ON THE WEST LINE OF SAID SECTION 3, MEASURED 2598.77 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID SECTION 3, AND MEASURED 2661.19 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID SECTION 3.

THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3 IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID SECTION 3, MEASURED 2648.14 FEET WEST FROM THE NORTHEAST CORNER OF SAID SECTION 3, AND MEASURED 2642.84 FEET EAST FROM THE NORTHWEST CORNER OF SAID SECTION 3, TO A POINT ON THE SOUTH LINE OF SAID SECTION 3, MEASURED 2669.37 FEET WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 3 AND MEASURED 2668.04 FEET EAST FROM THE SOUTH WEST CORNER OF SAID SECTION 3.

WEST 45TH STREET IS DEFINED AS A STRIP OF LAND LYING IN LOT "B" OF THE SUBDIVISION RECORDED APRIL 29, 1897, IN BOOK 67 OF PLATS 44, AS DOCUMENT NUMBER 2530529, WHICH IS 66 FEET IN WIDTH, EXTENDING WESTERLY FROM THE WEST LINE OF SOUTH KOLIN AVENUE, EXTENDED NORTHERLY, TO THE WESTERLY BOUNDARY LINE (WHERE THE SAME EXTENDS ACROSS THE 66 FOOT STRIP) OF A PARCEL OF LAND CONVEYED BY THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY TO THE 1ST NATIONAL BANK OF CHICAGO, BY DEED DATED MARCH 6, 1951 AND RECORDED MARCH 8, 1951 AS DOCUMENT NUMBER 15026337, THE SOUTH LINE OF SAID STRIP IS A STRAIGHT LINE PARALLEL TO AND 1766.32 FEET SOUTH OF THE EAST AND WEST CENTER LINE OF SECTION 3. THE NORTH LINE OF SAID STRIP IS A STRAIGHT LINE PARALLEL TO AND 66 FEET NORTH OF THE SOUTH LINE OF SAID STRIP, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED DATED SEPTEMBER 15, 1950 AND RECORDED OCTOBER 16, 1950 AS DOCUMENT 14927392, FROM THE FIRST NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST NO. 6558 TO THE TRUSTEES OF THE CENTRAL MANUFACTURING DISTRICT FOR THE PURPOSE OF INGRESS AND EGRESS.

PARCEL 1 ALSO DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 1; THENCE S 88°32'30" W, A DISTANCE OF 920.46'; THENCE N 01°35'06" W, A DISTANCE OF 572.27'; THENCE S 29°27'09" E, A DISTANCE OF 14.27'; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 206.66', WITH A RADIUS OF 328.12', WITH A CHORD BEARING OF S 47°29'45" E, WITH A CHORD LENGTH OF 203.26'; THENCE WITH A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 80.62', WITH A RADIUS OF 921.31', WITH A CHORD BEARING OF S 68°02'10" E, WITH A CHORD LENGTH OF

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80.60'; THENCE WITH A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 119.52', WITH A RADIUS OF 328.12', WITH A CHORD BEARING OF S 81°01'24" E, WITH A CHORD LENGTH OF 118.86'; THENCE N 88°32'30" E, A DISTANCE OF 301.41'; THENCE S 83°31'03" E, A DISTANCE OF 255.20'; THENCE N 88°32'30" E, A DISTANCE OF 21.68'; THENCE S 01°48'31" E, A DISTANCE OF 329.75' TO THE POINT OF BEGINNING.

PIN: 19-03-400-049-0000

Commonly known as: 4400 W. 45th Street, Chicago, Illinois

**COOK COUNTY
RECORDER OF DEEDS**

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