

UNOFFICIAL COPY



1713913048

Doc# 1713913048 Fee \$62.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/19/2017 12:00 PM PG: 1 OF 13

ASSIGNMENT OF LEASES AND RENTS

between

NORTH CLARK PROPERTIES, LLC

an Illinois limited liability company
200 West 75th Street, Suite 42
New York, New York 10019

to

MIOF CREDIT 1 LLC

a Delaware limited liability company
276 Fifth Avenue, Suite 404
New York, New York 10001

Dated: effective as of May 18, 2017

ADDRESS OF MORTGAGED PROPERTY:

201 North Clark Street
Chicago, Illinois 60601

Return to & Prepared by:

Mavrides, Moyal, Packman & Sadkin, LLP
276 Fifth Avenue, Suite 404
New York, New York 10001

COMMONWEALTH LAND TITLE

C24841984

(5 of 6)

CCRD REVIEW

UNOFFICIAL COPY

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS made effective as of the 18th day of May, 2017 (this "Assignment"), from **NORTH CLARK PROPERTIES, LLC** ("Assignor"), an Illinois limited liability company, having an address for purposes of notices and legal process at 200 West 55th Street, Suite 42, New York, New York 10019, to **MIOF CREDIT 1 LLC** ("Assignee"), a Delaware limited liability company, having an address at 276 Fifth Avenue, Suite 404, New York, New York 10001.

WITNESSETH:

WHEREAS, Assignor has become indebted to Assignee pursuant to that certain Note of even date herewith given by Assignor to Assignee in the principal sum of Twelve Million and 00/100 Dollars (\$12,000,000.00) (the "Note"); and

WHEREAS, the Note is secured by, among other things, (a) that certain Mortgage and Security Agreement (the "Mortgage"), of even date herewith, granted by Assignor to Assignee, encumbering the premises described on Schedule A annexed hereto and made a part hereof situated in the County of Cook and State of Illinois, commonly known by the address 201 North Clark Street, Chicago, Illinois 60601, and as more particularly set forth in Exhibit A attached hereto and made a part hereof (the "Premises"), and (b) certain other instruments and agreements dated of even date herewith or executed pursuant to this transaction from time to time by Assignor, principal, surety, guarantor, member, endorser or any other parties to Assignee (collectively said documents and agreements and all other documents and agreements evidencing the loan, may be referred to as the "Loan Documents"), and

WHEREAS, Assignor desires to further secure the Note and the indebtedness now due and to become due to the Assignee.

NOW THEREFORE, Assignor, for and in consideration of these presents and the mutual agreements herein contained and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by Assignor, does hereby agree as follows:

1. As additional security for repayment of the Note and performance of the obligations of Assignor set forth in the Note, the Mortgage and the Loan Documents (the payment of the Note and such other obligations, collectively the "Obligations"), Assignor does hereby grant a security interest in, and transfers, sets over and assigns to Assignee as additional security and collateral for the payment or performance of the Obligations, Assignor's entire right, title and interest as landlord, in and to any and all leases and subleases (hereinafter collectively referred to as "Leases") affecting the Premises and all extensions, renewals and replacements of any leases and any and all guarantees of any lessee's obligations under any of the leases, and all rents, additional rents, increases in rents, security deposits, advance rents, income, proceeds, earnings, revenues, issues, profits, royalties, revenues, rights, deposits and benefits or other payments (collectively, the "Rents") now due, or to become due, under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of, the Premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the

UNOFFICIAL COPY

Assignor, and the rights to enforce, whether at law or in equity or by any other means, all provisions thereof, including, without limitation, any guarantees of the obligations owed Assignor thereunder. Said assignment shall include (a) any and all proceeds of the foregoing (including, without limitation, any claims of Assignor against any insurer or third persons for loss or damage to or destruction of any or all of the foregoing) and (b) the right to exercise all other rights, options and privileges extended to the landlord under the terms of any lease.

2. This Assignment is intended to be and is an absolute present transfer and assignment from Assignor to Assignee of all the aforesaid leases and agreements, and all the avails thereof, and is not merely the passing of a security interest. Assignor does hereby appoint Assignee irrevocable attorney in its name and stead (with or without taking possession of the Premises) coupled with an interest and with full power of substitution, to rent, lease or let all or any portion of said Premises to any party or parties at such rental and upon such terms, in the Assignee's sole and absolute discretion as it may determine, and to collect all of the Rents arising from or accruing from and after the date hereof or which may now be due or owing under each and all of the leases and agreements, or which may hereafter exist on the Premises, with the same rights and powers and subject to the same immunities, exoneration from liability and rights of recourse and indemnity as the Assignee would have upon taking possession of the said Premises pursuant to the provisions hereinafter set forth.

3. Notwithstanding the provisions of Section 2 hereof, or anything else to the contrary contained herein, this Assignment is made upon the condition that, as long as no Event of Default shall have occurred and be continuing under the Note, Mortgage or any other Loan Documents, Assignor shall have the right and license to exercise all rights, options and privileges extended to the landlord under the terms of the leases, including, without limitation, the right to collect, use and enjoy all Rents; provided, however, that Assignor agrees to use the same in payment of the Obligations then due and payable. In the event of the occurrence and continuance of any Event of Default, such right and license may be revoked by Assignee and the right is hereby expressly given to Assignee, at its option, forthwith, either with or without taking possession of the Premises, to send a notice to all tenants of the Premises informing them that all Rents are to be paid to Assignee, to enforce payment and collection of all Rents due and to become due under the leases and to exercise all powers that would otherwise be vested in Assignor, to enforce payment and collection of the Rents, to evict or dispossess any tenants of any leases and any other tenants occupying any part of the Premises. Assignor agrees that after an Event of Default shall have occurred and be continuing under the Note, Mortgage or any Loan Documents, the Assignee and not the Assignor, shall be and be deemed to be the creditor of each lessee under the leases in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting such lessee (without obligation on the part of Assignee to file or make timely filings of claims in such proceedings or to pursue creditor's rights therein). Assignee may apply any money received by Assignee as such creditor towards the reduction of the indebtedness under the Note and/or the Mortgage.

4. Assignor represents and agrees that (a) except for advance rent and security deposits which are payable by a tenant upon execution of a new lease covering all or a portion of the Premises, no Rents will be collected or accepted from any tenant or other lawful occupant for more than the current month and that no past-due Rents shall be waived but efforts will be made to collect

UNOFFICIAL COPY

them, (b) no Rents will otherwise be waived, released, reduced, or discounted, or otherwise discharged or compromised by Assignor, (c) Assignor will not further assign any of the Rents, and (d) Assignor shall observe faithfully and perform all of the covenants, conditions and agreements on the part of Assignor to be observed or performed under all such leases.

5. Assignor irrevocably authorizes and directs the tenant under any lease, upon demand and notice from Assignee of Assignor's Event of Default under the Note, Mortgage or other Loan Documents, to pay all Rents to Assignee without liability to said tenants for the determination of the existence of any Event of Default claimed by Assignee.

6. Assignee, in the exercise of the rights and powers conferred upon it by this Assignment of Leases and Rents, shall have the full power to use and apply the Rents to the payment of or on account of the following, in such order as Assignee may determine in its sole discretion:

(a) to the payment of the operating expenses of the Premises, including the cost of management and leasing thereof (which shall include reasonable compensation to Assignee and its agent or agents if management be delegated to an agent or agents, and it shall also include, without limitation, lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), establish claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) to the payment of taxes and special assessments now due or which may hereafter become due on the Premises;

(c) to the payment of all repairs, decorating, renewals, replacements, alterations, additions or betterments and improvements of the Premises, and of placing the Premises in such condition as will, in the reasonable judgment of Assignee, make it readily rentable, and

(d) to the payment of any indebtedness secured by the Mortgage or any deficiency which may result from any sale or foreclosure.

7. The acceptance of this Assignment and the collection of Rents under any lease shall not constitute a waiver of any of the rights or remedies of Assignee under the Mortgage, Note or any other Loan Documents. Further, nothing contained in this Assignment and no act or action taken or done, or omitted to be taken or done, by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of any of its rights and remedies against Assignor in connection with, or in respect of, any of the Obligations of Assignor to Assignee. The right of Assignee to collect and enforce collection and performance of the Obligations and to enforce any other security and collateral therefor held by it may, to the extent permitted by law, be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by Assignee hereunder or under the Note, the Mortgage or any other Loan Documents.

8. The covenants herein contained on the part of Assignor shall be deemed to be covenants running with the land, and shall be binding upon Assignor named herein and any

UNOFFICIAL COPY

subsequent owner or owners of the Premises, or any portions thereof, and its or their respective successors and assigns. This Assignment, together with all the covenants herein contained on the part of Assignor, shall inure to the benefit of Assignee herein named and any subsequent holder or holders of this Assignment which is or are also the holder(s) of the Mortgage, and its or their respective successors and assigns.

9. Nothing herein shall be construed as constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions herein contained. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor with the exception of liability incurred because of the gross negligence or willful misconduct of the Assignee.

10. Nothing herein contained shall be construed to bind Assignee to the performance of any of the covenants, conditions or provisions contained in any leases, or otherwise to impose any obligation on Assignee with respect thereto (including any liability under a covenant of quiet enjoyment contained in any lease or under applicable law in the event that any lessee under any lease shall have been joined as a party defendant in any foreclosure action and shall have been foreclosed of all right, title and interest and all equity of redemption in the Premises), except that Assignee shall be accountable for any money actually received pursuant to this Assignment.

11. Assignor hereby indemnifies and hold Assignee harmless from and against any and all actual loss, reasonable cost, damage, liability and out-of-pocket expense (including, without limitation, reasonable attorneys' fees and expenses and court costs) which Assignee actually incurs under any lease or under or by reason of any assignment thereof, except for liability caused by the gross negligence or willful misconduct of Assignee, and from and against any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertaking on its part to perform or discharge any of the covenants, conditions or agreements contained in any lease. Should Assignee incur any such liability, loss or damage under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, Assignor agrees to reimburse Assignee for the amount thereof, including, without limitation, reasonable costs, out-of-pocket expenses and reasonable attorneys' fees and expenses, immediately upon written demand therefor.

12. It is expressly understood that no judgment or decree which may be entered on any debt secured or intended to be secured by the Mortgage shall operate to abrogate or lessen the effect of this Assignment, but that the same shall continue in full force and effect until the payment and discharge of the Obligations and until all bills incurred by virtue of the authority herein contained have been fully paid out of Rents, or by the Assignor, or until such time as this instrument may be voluntarily released. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree.

13. Upon the full payment and performance of the Obligations this Assignment shall terminate and, promptly upon the request of Assignor, Assignee shall execute, acknowledge and

UNOFFICIAL COPY

deliver to Assignor an instrument in recordable form, confirming that this Assignment is of no further force or effect.

14. All notices, requests, demands, statements or documents hereunder shall be in writing and given or made in accordance with the notice provisions of the Mortgage.

15. THIS ASSIGNMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW CONSIDERATION. THIS ASSIGNMENT WAS NEGOTIATED, EXECUTED AND DELIVERED IN THE STATE OF NEW YORK, AND ACCEPTED BY LENDER IN THE STATE OF NEW YORK, AND THE PROCEEDS OF THIS ASSIGNMENT WERE DISBURSED FROM THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL, NORMAL AND REASONABLE RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS ASSIGNMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA. TO THE FULLEST EXTENT PERMITTED BY LAW, ASSIGNOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS ASSIGNMENT AND THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, EXCEPT THAT AT ALL TIMES THE PROVISIONS FOR THE CREATION, PERFECTION, PRIORITY, ENFORCEMENT AND FORECLOSURE OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO AND PURSUANT TO THE OTHER LOAN DOCUMENTS WITH RESPECT TO THE PREMISES SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE OF ILLINOIS; IT BEING UNDERSTOOD THAT, TO THE FULLEST EXTENT PERMITTED BY THE LAW OF THE STATE OF ILLINOIS, THE LAW OF THE STATE OF NEW YORK SHALL GOVERN THE VALIDITY AND ENFORCEABILITY OF ALL THE LOAN DOCUMENTS, AND THE DEBT OR OBLIGATIONS ARISING HEREUNDER, EXCEPT THAT AT ALL TIMES THE PROVISIONS FOR THE CREATION, PERFECTION, PRIORITY, ENFORCEMENT AND FORECLOSURE OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO AND PURSUANT TO THE OTHER LOAN DOCUMENTS WITH RESPECT TO THE PREMISES SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE OF ILLINOIS. THE PARTIES HERETO AGREE THAT ANY PROCEEDING INSTITUTED IN EITHER OF SUCH COURTS SHALL BE OF PROPER VENUE, AND WAIVE ANY RIGHT TO CHALLENGE THE VENUE OF SUCH COURTS OR TO SEEK THE TRANSFER OR RELOCATION OF ANY SUCH PROCEEDING FOR ANY REASONS. THE PARTIES HERETO FURTHER AGREE THAT SUCH COURTS SHALL HAVE PERSONAL JURISDICTION OVER THE PARTIES. ANY JUDGMENT OR DECREE OBTAINED IN ANY SUCH ACTION OR PROCEEDING MAY BE FILED OR ENFORCED IN ANY OTHER APPROPRIATE COURT.

UNOFFICIAL COPY

16. This Assignment may not be changed or terminated except by an agreement in writing, signed by the party against whom enforcement of the change is sought. All terms and words used in this Assignment, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1A:

ALL OF SUBLOTS 1 TO 7 AND THE ALLEY IN THE ASSESSOR'S DIVISION OF LOT 5 IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO;

ALSO

LOT 6 (EXCEPT THE EAST 20.00 FEET THEREOF) IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO, ALL IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AREA = 20,782.3 SQUARE FEET OR 0.5460 ACRES

PARCEL 1B:

THAT PART OF THE EAST 1/2 OF LOT 7, (AS SUCH EAST 1/2 IS MEASURED ALONG THE SOUTH LINE THEREOF), IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO, LYING EAST OF A LINE 82.0 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF NORTH DEARBORN STREET, IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH ALL OF SUBLOTS 1 TO 8 IN SUBDIVISION OF LOT 8 IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO, AFORESAID;

LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +482.00 FEET CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS

AREA = 11,946.6 SQUARE FEET OR 0.2743 ACRES

PARCEL 2:

THAT PART OF THE EAST 1/2 OF LOT 7, (AS SUCH EAST 1/2 IS MEASURED ALONG THE SOUTH LINE THEREOF), LYING WEST OF A LINE 82.0 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF NORTH DEARBORN STREET, IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO, IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +99.75 FEET CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

AREA = 5,680.5 SQUARE FEET OR 0.1304 ACRES

PARCEL 2A:

THE EAST 20.00 FEET OF LOT 6 AND THE WEST 1/2 OF LOT 7, (AS SUCH WEST 1/2 IS MEASURED ALONG THE SOUTH LINE OF LOT 7), IN BLOCK 17 IN THE ORIGINAL

UNOFFICIAL COPY

TOWN OF CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.00 FEET CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

AREA = 8,871.4 SQUARE FEET OR 0.2037 ACRES

PARCEL 3:

PERPETUAL EASEMENTS BY AND SET FORTH IN QUIT CLAIM DEED IN TRUST DATED MAY 1, 1987 FROM CITY OF CHICAGO, AS GRANTOR, IN FAVOR OF AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 26, 1985 AND KNOWN AS TRUST NUMBER 66121 RECORDED AS DOCUMENT 87254850 ON MAY 12, 1987 WITH THE COOK COUNTY RECORDER OF DEEDS ESTABLISHING WHICH EASEMENTS ARE IDENTIFIED IN 'EXHIBIT B' OF SAID DEED AND ARE AS FOLLOWS:

1. AN EXCLUSIVE EASEMENT FOR THE CONSTRUCTION, INSTALLATION, SUPPORT, REMODELING, USE, OPERATION, REPAIR, MAINTENANCE AND REPLACEMENT OF A SERVICE DRIVE AND LOADING BERTH ON, OVER, UNDER, ACROSS AND ALONG THAT PORTION OF WEST HADDOCK PLACE IN COOK COUNTY, CITY OF CHICAGO, STATE OF ILLINOIS, LYING WEST OF THE WEST LINE OF NORTH DEARBORN STREET AND EAST OF THE EAST LINE OF GARVEY COURT LOCATED APPROXIMATELY AS SHOWN ON SHEET A1-2PL ("**SITE PLAN PARCELS**") REVISED TO FEBRUARY 3, 1987 PREPARED BY LISEC & BIEDERMAN AS JOB NUMBER 1173;

2. AN EXCLUSIVE EASEMENT FOR THE CONSTRUCTION, INSTALLATION, SUPPORT, REMODELING, USE, OPERATION, REPAIR, MAINTENANCE AND REPLACEMENT OF A WALL AND FOOTINGS ACROSS IN THAT PORTION OF WEST HADDOCK PLACE IN COOK COUNTY, CITY OF CHICAGO, STATE OF ILLINOIS, LYING EAST OF THE EAST LINE OF GARVEY COURT IN THE CITY OF CHICAGO, COOK COUNTY, STATE OF ILLINOIS, AND WEST OF THE WEST LINE OF THE NORTH DEARBORN STREET IN THE CITY OF CHICAGO, COOK COUNTY, STATE OF ILLINOIS, LOCATED APPROXIMATELY AS SHOWN ON SHEET A1-2PL ("**SITE PLAN PARCELS**") REVISED TO FEBRUARY 3, 1987 PREPARED BY LISEC & BIEDERMAN AS JOB NUMBER 1173;

3. AN EXCLUSIVE EASEMENT FOR THE CONSTRUCTION, INSTALLATION, SUPPORT, REMODELING, USE, OPERATION, REPAIR, MAINTENANCE AND REPLACEMENT OF CAISSONS, CAISSONS BELLS AND CAISSON SHAFTS IN THE FOLLOWING AREAS LOCATED APPROXIMATELY AS SHOWN ON SHEET A1-2PL ("**SITE PLAN PARCELS**") REVISED TO FEBRUARY 3, 1987 PREPARED BY LISEC & BIEDERMAN AS JOB NUMBER 1173:

(A) IN THAT PORTION OF THE SOUTH 1/2 OF WEST HADDOCK PLACE, LYING WEST OF THE WEST LINE OF NORTH DEARBORN STREET

UNOFFICIAL COPY

AND EAST OF THE EAST LINE OF NORTH CLARK STREET, IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS;

(B) IN THAT PORTION OF THE NORTH 7.00 FEET OF WEST LAKE STREET, LYING WEST OF THE WEST LINE OF NORTH DEARBORN STREET AND EAST OF THE EAST LINE OF NORTH CLARK STREET, IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS;

(C) IN THAT PORTION OF THE EAST 1/2 OF NORTH GARVEY COURT, LYING NORTH OF THE NORTH LINE OF WEST LAKE STREET AND SOUTH OF THE SOUTH LINE OF WEST HADDOCK PLACE, IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS;

4. AN EXCLUSIVE EASEMENT FOR THE CONSTRUCTION, INSTALLATION, SUPPORT, REMODELING, USE, OPERATION, REPAIR, MAINTENANCE AND REPLACEMENT OF A WALL IN THAT PORTION OF THE EAST 1/2 OF GARVEY COURT LYING NORTH OF THE NORTH LINE OF WEST LAKE STREET AND SOUTH OF THE SOUTH LINE OF WEST HADDOCK PLACE, IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, LOCATED APPROXIMATELY AS SHOWN ON SHEET TS-1PL PREPARED BY LISEC & BIEDERMAN ENTITLED "CAISSON AND BASEMENT PLAN, CAISSON SCHEDULE AND DETAILS" REVISED TO FEBRUARY 3, 1987 AS PART OF JOB NUMBER 1173;

5. AN EXCLUSIVE EASEMENT FOR THE CONSTRUCTION, INSTALLATION, SUPPORT, REMODELING, USE, OPERATION, REPAIR, MAINTENANCE AND REPLACEMENT OF A WALL AND FOOTINGS IN THAT PORTION OF NORTH DEARBORN STREET LYING SOUTH OF THE SOUTH LINE OF WEST HADDOCK PLACE AND NORTH OF THE NORTH LINE OF WEST LAKE STREET IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, LOCATED APPROXIMATELY AS SHOWN ON SHEET TS-1PL PREPARED BY LISEC & BIEDERMAN ENTITLED "CAISSON AND BASEMENT PLAN, CAISSON SCHEDULE AND DETAILS" REVISED TO FEBRUARY 3, 1987 AS PART OF JOB NUMBER 1173;

6. AN EXCLUSIVE EASEMENT FOR THE CONSTRUCTION, INSTALLATION, SUPPORT, REMODELING, USE, OPERATION, REPAIR, MAINTENANCE AND REPLACEMENT OF A WALL AND FOOTINGS IN THAT PORTION OF THE NORTH 3.00 FEET OF WEST LAKE STREET LYING EAST OF THE EAST LINE OF NORTH CLARK STREET AND WEST OF THE WEST LINE OF NORTH DEARBORN STREET IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, LOCATED APPROXIMATELY AS SHOWN ON SHEETS A1-2PL ("**SITE PLAN PARCELS**"), TS-1PL ("**CAISSON AND BASEMENT PLAN**"), CAISSON SCHEDULE AND DETAILS, TS-4PL ("**FRAMING PLAN-LEVEL 1**") AND CS-1PL ("**SLAB OR GRADE AND FOUNDATION PLAN**") PREPARED BY LISEC & BIEDERMAN REVISED TO FEBRUARY 3, 1987 AS PART OF JOB NUMBER 1173;

7. AN EXCLUSIVE EASEMENT FOR THE CONSTRUCTION, INSTALLATION, SUPPORT, REMODELING, USE, OPERATION, REPAIR,

UNOFFICIAL COPY

MAINTENANCE AND REPLACEMENT OF FOOTINGS IN THE FOLLOWING PROPERTY:

(A) THE EAST 3.00 FEET OF NORTH CLARK STREET LYING SOUTH OF THE SOUTH LINE OF WEST HADDOCK PLACE AND NORTH OF THE NORTH LINE OF WEST LAKE STREET TO BE LOCATED APPROXIMATELY AS SHOWN ON SHEET CS-1PL ("**SLAB ON GRADE AND FOUNDATION PLAN**") PREPARED BY LISEC & BIEDERMAN REVISED TO FEBRUARY 3, 1987 AS PART OF JOB NUMBER 1173;

(B) THAT PORTION OF WEST HADDOCK PLACE LYING WEST OF THE WEST LINE OF NORTH DEARBORN STREET AND EAST OF THE EAST LINE NORTH GARVEY COURT, IN THE CITY OF CHICAGO, COUNTY OF COOK, AND STATE OF ILLINOIS LOCATED APPROXIMATELY AS SHOWN ON SHEETS A1-2PL ("**SITE PLAN PARCELS**"), TS-1PL ("**CAISSON AND BASEMENT PLAN, CAISSON SCHEDULE AND DETAILS**"), TS-4PL ("**FRAMING PLAN-LEVEL 1**") AND CS-1PL ("**SLAB ON GRADE AND FOUNDATION PLAN**"); PREPARED BY LISEC & BIEDERMAN REVISED TO FEBRUARY 3, 1987,(MARCH 27, 1987 FOR A1-2PL) AS PART OF JOB NUMBER 1173;

8. AN NON-EXCLUSIVE EASEMENT FOR THE CONSTRUCTION, INSTALLATION, SUPPORT, REMODELING, USE, OPERATION, REPAIR, MAINTENANCE AND REPLACEMENT OF TWO (2) "SIAMESE" WATER PIPE CONNECTIONS IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, ONE (1) LOCATED IN THE NORTH 1/2 OF THAT PORTION OF WEST LAKE STREET LYING WEST OF THE WEST LINE OF NORTH GARVEY COURT AND EAST OF THE EAST LINE OF NORTH CLARK STREET, AND THE OTHER LOCATED IN THE EAST 1/2 OF THAT PORTION OF NORTH CLARK STREET LYING NORTH OF THE NORTH LINE OF WEST LAKE STREET AND SOUTH OF THE SOUTH LINE OF WEST HADDOCK PLACE, TO BE LOCATED APPROXIMATELY AS SHOWN ON SHEET A1-2PL ("**SITE PLAN**") PREPARED BY LISEC & BIEDERMAN AS PART OF JOB NUMBER 1173 (REVISED TO MARCH 27, 1987).

PARCEL 4:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY FOR INGRESS, EGRESS, USE AND ENJOYMENT, AS CREATED BY AND SET FORTH IN THE EASEMENT AGREEMENT FOR 200 DEARBORN, CHICAGO, ILLINOIS, RECORDED FEBRUARY 25, 2008 AS DOCUMENT 0805641067, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY EASEMENT AGREEMENT RECORDED NOVEMBER 12, 1991 AS DOCUMENT NO.

UNOFFICIAL COPY

91591893 FOR THE PURPOSE OF INGRESS, EGRESS, USE, CONSTRUCTION AND ENJOYMENT ("HADDOCK BRIDGE").

PARCEL 6:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY EASEMENT AGREEMENT RECORDED AS DOCUMENT NO. 92199746 FOR THE PURPOSE OF INGRESS, EGRESS, USE, CONSTRUCTION AND ENJOYMENT ("CLARK STREET BRIDGE").

PINS: 17-09-422-008-0000
17-09-422-009-0000
17-09-422-010-0000
17-09-422-011-0000
17-09-422-012-0000
17-09-424-005-0000
17-09-424-006-0000

Property Address: 201 N. Clark Street
Chicago, Illinois 60601