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RECORDATION REQUESTED BY:

CIBM BANK
CHAMPAIGN BRANCH
2913 W. KIRBY AVE.
CHAMPAIGN, IL 61821



Doc# 1716329024 Fee \$68.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/12/2017 11:35 AM PG: 1 OF 16

WHEN RECORDED MAIL TO:

CIBM BANK
LOAN DOCUMENTATION
CENTER
12700 W. BLUEMOUND
ROAD, SUITE 150
ELM GROVE, WI 53122-2637

SEND TAX NOTICES TO:

LANDINGS REALTY LLC
LANDINGS NASSIM LLC
150 GREAT NECK ROAD,
SUITE 304
GREAT NECK, NY 11021

FOR RECORDER'S USE ONLY

This ASSIGNMENT OF RENTS prepared by:

Sandra L. Kupka, Sr. Loan Documentation Specialist
CIBM BANK
12700 W. Bluemound Road, Suite 150
Elm Grove, WI 53122-2637

ASSIGNMENT OF RENTS

as of
THIS ASSIGNMENT OF RENTS dated June 8, 2017, is made and executed between LANDINGS REALTY LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 90% INTEREST whose address is 150 Great Neck Road, Suite 304, Great Neck, NY 11021 and LANDINGS NASSIM LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 10% INTEREST AS TENANTS-IN-COMMON whose address is 747 MIDDLE NECK ROAD, SUITE 101, GREAT NECK, NY 11024 (referred to below as "Grantor") and CIBM BANK, whose address is 2913 W. KIRBY AVE., CHAMPAIGN, IL 61821 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Cook County, State of Illinois:

See EXHIBIT A, which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 16701-16851 S. Torrence Avenue, Lansing, IL 60438-6018. The Property tax identification number is 30-19-300-014-0000, 30-19-300-018-0000, 30-19-300-022-0000, 30-19-300-023-0000, 30-19-300-024-0000, 30-19-300-025-0000, 30-19-300-026-0000, 30-19-300-027-0000, 30-19-300-028-0000, 30-19-300-038-0000, 30-19-300-039-0000, 30-19-300-040-0000, 30-19-300-041-0000, 30-19-300-042-0000 and 30-19-300-043-0000.

~~CROSS-COLLATERALIZATION.~~ In addition to the Note, this Assignment secures all obligations, debts and

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ASSIGNMENT OF RENTS (Continued)

Page 2

~~liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.~~

MS
CN
MS

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER AND GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be

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ASSIGNMENT OF RENTS (Continued)

Page 3

necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Borrower, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Borrower), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this Assignment shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Assignment.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is

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ASSIGNMENT OF RENTS (Continued)

Page 4

required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Borrower or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with

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ASSIGNMENT OF RENTS (Continued)

Page 5

Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a

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ASSIGNMENT OF RENTS (Continued)

Page 6

lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

ADDITIONAL PROVISION. Legal 1031 Holding Inc. has executed this document solely on behalf of, and in its capacity as Managing Member of, Landings Realty, LLC. Legal 1031 Holding Inc., Legal 1031 Exchange Services, Inc., or its officers, directors, or employees, are neither a borrower nor a guarantor under this agreement, or any loan document related to this financing transaction, and is not liable for the debts or obligations of Landings Realty, LLC. This provision shall not limit the obligations of Landings Realty, LLC, under this agreement or the related loan documents.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Illinois.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Champaign County, State of Illinois.

Joint and Several Liability. All obligations of Borrower and Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Assignment. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Assignment.

Merger. There shall be no merger of the interest or estate created by this Assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's

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ASSIGNMENT OF RENTS (Continued)

Page 7

rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waive Jury. All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means LANDINGS REALTY LLC and IGAL NAMDAR.

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

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ASSIGNMENT OF RENTS (Continued)

Page 8

Grantor. The word "Grantor" means LANDINGS REALTY LLC and LANDINGS NASSIM LLC.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

Lender. The word "Lender" means CIBM BANK, its successors and assigns.

Note. The word "Note" means the promissory note dated June 8, 2017, in the original principal amount of **\$6,187,500.00** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 4.950% based on a year of 360 days. Payments on the Note are to be made in accordance with the following payment schedule: in 59 regular payments of \$40,911.24 each and one irregular last payment estimated at \$5,206,548.05. Borrower's first payment is due July 8, 2017, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on June 8, 2022, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

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ASSIGNMENT OF RENTS (Continued)

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON JUNE 8, 2017.

GRANTOR:

LANDINGS REALTY LLC

LEGAL 1031 HOLDINGS, INC., MANAGING MEMBER of LANDINGS
REALTY LLC

By: 
MATTHEW K. SCHERIFF, VICE PRESIDENT of LEGAL 1031
HOLDINGS, INC.

LANDINGS NASSIM LLC

By: 
ELLIOT S. NASSIM, MANAGING MEMBER of LANDINGS
NASSIM LLC

Property of Cook County Clerk's Office

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ASSIGNMENT OF RENTS (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF New York)
) SS
 COUNTY OF NASSAU)

On this 16th day of June, 2017 before me, the undersigned Notary Public, personally appeared **MATTHEW K. SCHERIFF, VICE PRESIDENT of LEGAL 1031 HOLDINGS, INC., MANAGING MEMBER of LANDINGS REALTY LLC**, and known to me to be a member or designated agent of the limited liability company that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the limited liability company.

By [Signature] Residing at New York, New York

Notary Public in and for the State of New York

My commission expires 9-23-17

DEBRA A. MANDL
 Notary Public, State of New York
 No. 02MA6289076
 Qualified in New York County
 Commission Expires September 23, 2017

County Clerk's Office

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ASSIGNMENT OF RENTS (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF New York)
) SS
 COUNTY OF NASSAU)

On this 6th day of June, 2017 before me, the undersigned Notary Public, personally appeared **ELLIOT S. NASSIM, MANAGING MEMBER of LANDINGS NASSIM LLC**, and known to me to be a member or designated agent of the limited liability company that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the limited liability company.

By [Signature] Residing at New York, New York

Notary Public in and for the State of New York

My commission expires 9-23-17

DEBRA A. MANDL
 Notary Public, State of New York
 No. 02MA6289076
 Qualified in New York County
 Commission Expires September 23, 2017

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EXHIBIT A

PARCEL 1:

LOT 3 (EXCEPT THE SOUTHWESTERLY 1.04 FEET THEREOF);
 LOT 7;
 LOT 9 (EXCEPT THE SOUTH 8.5 FEET OF THE EAST 18.25 FEET OF THE WEST 33.0 FEET THEREOF, ALSO EXCEPT THE NORTH 1.00 FEET OF THE SOUTH 9.5 FEET OF THE EAST 18.25 FEET OF THE WEST 33.0 FEET THEREOF, ALSO EXCEPT THE SOUTH 1.00 FOOT OF THE EAST 241.00 FEET THEREOF ALSO EXCEPT THAT PART FALLING WITHIN THE LANDINGS FIRST RESUBDIVISION RECORDED MAY 4, 2000, AS DOCUMENT 00316232)
 LOTS 11 THROUGH 17, INCLUSIVE; AND
 OUTLOTS A AND B (EXCEPT THAT PART FALLING WITHIN THE LANDINGS FIRST RESUBDIVISION RECORDED MAY 4, 2000, AS DOCUMENT 00316232);

ALL OF THE ABOVE BEING IN THE LANDINGS PLANNED UNIT DEVELOPMENT BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 15, 1969 AS DOCUMENT NO. 85148127, IN COOK COUNTY, ILLINOIS.

ALSO

LOT 1, OUTLOT A, AND OUTLOT B IN THE FINAL PLAT OF LANDINGS FIRST RESUBDIVISION, BEING A RESUBDIVISION OF PART OF OUTLOT A, OUTLOT B, AND LOT 9 IN THE LANDINGS P.U.D. SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 4, 2000 AS DOCUMENT 00316232, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS A, B, C, D, E AND F:

EXCEPTION PARCEL A:

THAT PART OF A NORTH AND SOUTH 30 FOOT WIDE ROADWAY OF UNIFORM WIDTH BEING A TRACT OF LAND WITH ITS EAST AND SOUTHEASTERLY LINE DESCRIBED AS FOLLOWS, SAID 30 FOOT WIDE ROADWAY LYING TO THE WEST AND NORTHWEST OF THAT PART OF OUTLOT A DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF OUTLOT A, SAID POINT BEING AT THE NORTHEAST CORNER OF SAID OUTLOT A; THENCE SOUTH 0 DEGREES 15 MINUTES 50 SECONDS WEST ON THE EAST LINE OF SAID OUTLOT A, A DISTANCE OF 794.45 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS, SAID POINT BEING ON THE SOUTHEASTERLY LINE OF OUTLOT A; THENCE SOUTH 25 DEGREES 22 MINUTES 17 SECONDS WEST ON THE LAST DESCRIBED LINE, A DISTANCE OF 226.44 FEET TO A BEND POINT IN OUTLOT A; THE FOLLOWING 3 COURSES BEING ON THE SOUTHEASTERLY LINE OF OUTLOT A; THENCE SOUTH 25 DEGREES 14 MINUTES 34 SECONDS WEST, A DISTANCE OF 894.67 FEET; THENCE SOUTH 0 DEGREES 03 MINUTES 26 SECONDS WEST, A DISTANCE OF 7.18 FEET; THENCE SOUTH 25 DEGREES 29 MINUTES 28 SECONDS WEST, A DISTANCE OF 499.73 FEET TO THE MOST SOUTHEASTERLY CORNER OF OUTLOT A SAID POINT BEING ON THE NORTH LINE OF 170TH STREET, LYING SOUTH AND WEST OF A SOUTHERLY LINE AND A WESTERLY LINE OF LOT 1 IN THE LANDINGS FIRST

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RESUBDIVISION RECORDED MAY 4, 2000 AS DOCUMENT 00316232.

EXCEPTION PARCEL B:

THAT PART OF OUTLOT A AND OUTLOT B BOUNDED AND DESCRIBED AS FOLLOWS:
 BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF OUTLOT A, SAID NORTH LINE BEING A LINE 2319.72 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, AND THE EAST RIGHT OF WAY LINE OF TORRENCE AVENUE BEING THE WESTERLY LINE OF SAID OUTLOT A EXTENDED NORTHERLY; THENCE SOUTH 89 DEGREES 44 MINUTES 10 SECONDS EAST ON THE NORTH LINE OF OUTLOT A AND B, A DISTANCE OF 1285.31 FEET; THENCE SOUTH 64 DEGREES 37 MINUTES 43 SECONDS EAST, A DISTANCE OF 287.48 FEET TO THE SOUTHEASTERLY LINE OF OUTLOT B, BEING THE NORTHWESTERLY RIGHT OF WAY LINE OF PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS; THENCE SOUTH 25 DEGREES 22 MINUTES 17 SECONDS WEST ON THE LAST DESCRIBED LINE, A DISTANCE OF 66.0 FEET; THENCE NORTH 64 DEGREES 37 MINUTES 43 SECONDS WEST, A DISTANCE OF 291.10 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ON THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST HAVING A RADIUS OF 267.0 FEET AND AN ARC DISTANCE OF 117.00 FEET TO A POINT OF TANGENT; THENCE NORTH 89 DEGREES 44 MINUTES 10 SECONDS WEST PARALLEL TO THE NORTH LINE OF OUTLOT A, A DISTANCE OF 1142.69 FEET (THE LAST DESCRIBED LINE BEING 33.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF OUTLOT A) TO THE EASTERLY RIGHT OF WAY LINE OF TORRENCE AVENUE AFORESAID; THENCE NORTH 3 DEGREES 40 MINUTES 10 SECONDS EAST ON SAID EASTERLY RIGHT OF WAY AND SAID LINE EXTENDED, A DISTANCE OF 33.06 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTION PARCEL C:

THAT PART OF OUTLOT A DESCRIBED AS FOLLOWS:
 COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF OUTLOT A, SAID NORTH LINE BEING A LINE 2319.72 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, AND THE EAST RIGHT OF WAY LINE OF TORRENCE AVENUE BEING THE WESTERLY LINE OF SAID OUTLOT A EXTENDED NORTHERLY; THENCE SOUTH 3 DEGREES 40 MINUTES 10 SECONDS WEST ON THE WESTERLY LINE OF SAID OUTLOT A, A DISTANCE OF 436.88 FEET; THENCE SOUTH 3 DEGREES 12 MINUTES 32 SECONDS WEST ON THE WESTERLY LINE OF SAID OUTLOT A, A DISTANCE OF 383.14 FEET TO A POINT ON A LINE 818.75 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID OUTLOT A FOR THE POINT OF BEGINNING OF THE CENTER LINE OF A 50 FOOT WIDE ROADWAY, 25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE; THENCE NORTH 86 DEGREES 44 MINUTES 21 SECONDS EAST, A DISTANCE OF 386.31 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 10 SECONDS EAST, A DISTANCE OF 545.06 FEET TO THE EASTERLY END OF SAID 50 FOOT ROADWAY, IN COOK COUNTY, ILLINOIS.

EXCEPTION PARCEL D:

THAT PART OF OUTLOT A BOUNDED AND DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 1 AFORESAID; THENCE SOUTH 25 DEGREES 14 MINUTES 34 SECONDS WEST ON THE SOUTHWESTERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 50.0 FEET; THENCE NORTH 64 DEGREES 45 MINUTES 26 SECONDS WEST, A DISTANCE OF 93.0 FEET; THENCE SOUTH 25 DEGREES 14 MINUTES 34 SECONDS WEST, A DISTANCE OF 82.32 FEET; THENCE NORTH 37 DEGREES 48 MINUTES 25 SECONDS WEST, A DISTANCE OF 5.61 FEET TO ANGLE POINT OF SAID LOT 1; THENCE NORTH 25 DEGREES 14 MINUTES 34 SECONDS EAST ON A LINE OF SAID LOT 1, A DISTANCE OF 129.78 FEET TO AN ANGLE POINT OF SAID LOT 1; THENCE SOUTH 64 DEGREES 45 MINUTES 26 SECONDS EAST ON A LINE OF SAID LOT 1, A DISTANCE

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OF 98.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTION PARCEL E:

THAT PART OF OUTLOT A BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 1 AFORESAID; THENCE NORTH 64 DEGREES 45 MINUTES 26 SECONDS WEST ON THE NORTHWESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 7.0 FEET; THENCE SOUTH 25 DEGREES 14 MINUTES 34 SECONDS WEST, A DISTANCE OF 180.0 FEET TO A POINT ON A LINE OF SAID LOT 1; THENCE SOUTH 64 DEGREES 45 MINUTES 26 SECONDS EAST ON A LINE OF SAID LOT 1, A DISTANCE OF 7.0 FEET TO AN ANGLE POINT OF SAID LOT 1; THENCE NORTH 25 DEGREES 14 MINUTES 34 SECONDS EAST ON A LINE OF SAID LOT 1, A DISTANCE OF 180.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTION PARCEL F:

THAT PART OF OUTLOT A DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF LOT 9; THENCE SOUTH 89 DEGREES 44 MINUTES 10 SECONDS EAST ON THE SOUTH LINE OF LOT 9, A DISTANCE OF 14.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 44 MINUTES 10 SECONDS EAST, A DISTANCE OF 3.25 FEET TO THE WEST LINE OF LOT 8; THENCE SOUTH 0 DEGREES 15 MINUTES 50 SECONDS WEST, A DISTANCE OF 168.5 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 10 SECONDS WEST, A DISTANCE OF 3.25 FEET; THENCE NORTH 0 DEGREES 15 MINUTES 50 SECONDS EAST, A DISTANCE OF 168.5 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL, NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH, DEFINED AND LIMITED IN SECTIONS 2.2(A), 2.2 (B), 2.2(C), 2.3 AND 2.5 OF THAT CERTAIN DECLARATION OF RECIPROCAL EASEMENTS AND OPERATING COVENANTS DATED JULY 31, 1985 AND RECORDED AUGUST 16, 1985 AS DOCUMENT 85149087, MADE BY AND AMONG AMALGAMATED TRUST AND SAVINGS BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 21, 1984 AND KNOWN AS TRUST NUMBER 4951 AND LANSING LANDINGS SHOPPING CENTER PARTNERSHIP, LTD., AN ILLINOIS LIMITED PARTNERSHIP, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS AND OPERATING COVENANTS RECORDED DECEMBER 18, 1985 AS DOCUMENT 85329731 MADE BY AND AMONG AMALGAMATED TRUST AND SAVINGS BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 21, 1984 AND KNOWN AS TRUST NUMBER 4951, LANSING LANDINGS SHOPPING CENTER PARTNERSHIP, LTD., AN ILLINOIS LIMITED PARTNERSHIP, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 1985 AND KNOWN AS TRUST NUMBER 65120, HIGHLAND SUPERSTORES, INC., A MICHIGAN CORPORATION, TOYS "R" US, INC., A DELAWARE CORPORATION, SERVICE MERCHANDISE COMPANY, INC., A TENNESSEE CORPORATION, AND HOMEOWNERS WAREHOUSE, INC., A FLORIDA CORPORATION; AND AS FURTHER AMENDED BY SECOND AMENDMENT TO SAID DECLARATION RECORDED MARCH 11, 1988 AS DOCUMENT 88103519, AND AS MODIFIED BY ASSUMPTION AGREEMENTS RECORDED OCTOBER 2, 1985 AS DOCUMENT 85216669, OCTOBER 15, 1985 AS DOCUMENT 85235392, OCTOBER 15, 1985 AS DOCUMENT 85235396, AUGUST 16, 1985 AS DOCUMENT 85149097 AND AUGUST 16, 1985 AS DOCUMENT 85149098 FOR THE PURPOSE OF PARKING, INGRESS AND EGRESS, PASSAGE AND ACCOMMODATION PEDESTRIANS, "COMMON UTILITY FACILITIES" AND FOR "COMMON AREA IMPROVEMENTS" OVER AND

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ACROSS "COMMON AREA" AS DEFINED AND LIMITED THEREIN, EXCEPTING FROM SAID "COMMON AREA" THOSE PORTIONS THEREOF FALLING WITHIN PARCEL 1 AFORESAID.

PARCEL 3:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS SET FORTH IN DECLARATION OF RECIPROCAL EASEMENTS AND OPERATING COVENANTS DATED JULY 31, 1985 AND RECORDED AUGUST 16, 1985 AS DOCUMENT 85149087 AFORESAID FOR ALL "CONSTRUCTION", AS DEFINED IN SECTION 4.1; MAINTENANCE AND REPAIR OF PARCEL 1 IMPROVEMENTS AND FOR STORAGE OF MATERIALS AND EQUIPMENT AS SET FORTH, DEFINED AND LIMITED IN SECTION 4.5 OF THE DECLARATION SET FORTH IN PARCEL 2 AFORESAID, AS AMENDED AND ASSUMED, OVER AND ACROSS "COMMON AREAS" AS THAT TERM IS DEFINED AND LIMITED THEREIN, EXCEPTING FROM SAID "COMMON AREA" THOSE PORTIONS FALLING WITHIN PARCEL 1 AFORESAID AND/OR FALLING IN LOTS 4 OR 5 IN SAID LANDINGS PLANNED UNIT DEVELOPMENT, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

PERPETUAL, NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS SET FORTH, DEFINED AND LIMITED IN SECTION 3.02 AND 3.03 OF THE AGREEMENT AS HEREIN STATED, CREATED IN THE ROAD AND UTILITY RECIPROCAL EASEMENT AGREEMENT MADE BY AND BETWEEN AMALGAMATED TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 21, 1984 AND KNOWN AS TRUST NUMBER 4951 AND RIVER LAND ASSOCIATES, AN ILLINOIS GENERAL PARTNERSHIP, DATED JULY 31, 1985 AND RECORDED AUGUST 16, 1985 AS DOCUMENT 85149084 AND AMENDED BY AMENDMENT TO ROAD UTILITY AND RECIPROCAL EASEMENT AGREEMENT RECORDED SEPTEMBER 30, 1986 AS DOCUMENT 86446672, FOR AN EASEMENT IN, UNDER, UPON AND OVER THAT PORTION OF THE NORTH EDGE ROAD LOCATED ON PARCEL B (AS THEREIN DEFINED) FOR CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ANY AND ALL UTILITIES, INCLUDING, BUT NOT LIMITED TO, WATER, GAS, ELECTRICITY, TELEPHONE AND SANITARY AND STORM SEWER SERVICES AND FACILITIES IN, UNDER, UPON AND OVER THE NORTH EDGE ROAD.

AND

PERPETUAL NON-EXCLUSIVE SUBTERRANEAN EASEMENT UNDER THAT PORTION OF THE SOUTH TWENTY (20) FEET OF PARCEL C (AS THEREIN DEFINED) FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF WATER AND SEWER UTILITIES UNDER THE SOUTH TWENTY FEET OF PARCEL B (AS THEREIN DEFINED) IN ACCORDANCE WITH VILLAGE STANDARDS AND OTHER LEGAL REQUIREMENTS.

PARCEL 5:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS CREATED BY DRAINAGE EASEMENT AGREEMENT DATED JULY 31, 1985 AND RECORDED AUGUST 16, 1985 AS DOCUMENT NO. 85149085, MADE BY AND BETWEEN AMALGAMATED TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 21, 1984 AND KNOWN AS TRUST NUMBER 4951 AND RIVER LAND ASSOCIATES, AN ILLINOIS GENERAL PARTNERSHIP, RELATING TO 2 (TWO) 15 (FIFTEEN) FOOT WIDE EASEMENTS (THE "EASEMENTS") ACROSS THE LAND AS THEREIN DESCRIBED

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AS PARCEL B, ONE RUNNING FROM THE SOUTHERN BOUNDARY OF PARCEL B TO THE LITTLE CALUMET RIVER PARALLEL AND ADJACENT TO TORRENCE AVENUE, AND THE OTHER RUNNING FROM THE SOUTHERN BOUNDARY OF PARCEL B TO THE LITTLE CALUMET RIVER PARALLEL AND ADJACENT TO THE COMMONWEALTH EDISON PROPERTY, FOR PURPOSES OF INSTALLING SUBTERRANEAN DRAINAGE FACILITIES ALONG SAID EASEMENTS CONSISTING SOLELY OF BURIED CULVERTS, TOGETHER WITH THE RIGHT AND AUTHORITY TO ENTER UPON THE EASEMENTS, WITH SUCH VEHICLES AND EQUIPMENT AS MAY BE NECESSARY OR DESIRABLE TO CONSTRUCT, LAY, MAINTAIN, OPERATE AND REMOVE AT ANY TIME AT AMALGAMATED'S EXPENSE, SAID DRAINAGE FACILITIES.

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