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Doc#: 1733149110 Fee: \$90.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/27/2017 10:54 AM Pg: 1 of 22

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Dykema Gossett PLLC
10 South Wacker Drive
Suite 2300
Chicago, Illinois 60606
Attn: C. Elizabeth Darke, Esq.

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of November 17, 2017, by and from **WABASH PARKING LLC**, formerly known as Waterton River Plaza, L.L.C., a Delaware limited liability company ("Waterton Parking Borrower"), to and for the benefit of **CIBC BANK USA**, an Illinois banking corporation, its successors and assigns, as administrative agent ("Administrative Agent") for itself and certain other Lenders (hereinafter defined).

RECITALS:

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

B. Pursuant to that certain Construction Loan and Security Agreement dated as of even date herewith (the "Loan Agreement") by and among Waterton Parking Borrower, **WABASH CONDOMINIUM LLC**, an Illinois limited liability company ("Wabash Condominium Borrower," and together with Waterton Parking Borrower, jointly and severally, the "Borrower"), Administrative Agent, CIBC Bank USA, an Illinois banking corporation (in its individual capacity, "CIBC") and those certain other financial institutions that are or may become, from time to time, parties thereto (collectively with CIBC and each of their respective successors and assigns, the "Lenders"), Lenders have agreed to make one or more loans to Borrower in an amount in the maximum principal amount of up to \$63,690,000.00 (the "Loan" or "Loans"). The Loan is evidenced by one or more syndicated Promissory Notes dated as of even date herewith in the original aggregate principal amount of \$63,690,000.00 from Borrower to the Lenders named as payees therein (collectively, the "Notes").

C. The Loan is secured by: (i) that certain Construction Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents of even date herewith encumbering the Property (the "Wabash Condominium Mortgage"), (ii) that certain Construction Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents of even date herewith from Waterton Parking Borrower encumbering the real property owned by Waterton Parking Borrower (the "Waterton Parking Mortgage" and together with the Wabash Condominium Mortgage, the "Mortgages") and (ii) certain other documents evidencing or securing the Loan (together with the Notes, the Loan Agreement and the Mortgages, the "Loan Documents").

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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. Borrower is required, as a condition to the making of the Loan, to transfer and assign to Administrative Agent all of Borrower'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, Borrower 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 or a default by Borrower, not cured within thirty (30) days of written notice, in the performance of any of Borrower's obligations hereunder.

"**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.

Capitalized terms used in this Assignment and not otherwise defined are used as defined in the Loan Agreement.

2. **Assignment.** As security for the payment and performance of the Obligations, Waterton Parking Borrower hereby absolutely and unconditionally transfers, sets over and assigns to Administrative Agent all present and future right, title and interest of Waterton Parking Borrower 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 Waterton Parking Borrower under any of the Leases and all other rights and interests of Waterton Parking Borrower under or in respect of any of the Leases. This Assignment is intended to be and is an absolute present assignment from Waterton Parking Borrower to Administrative Agent, 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.

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3. **License.** Except as hereinafter set forth, Waterton Parking Borrower shall have a license to collect the Rents accruing under the Leases as they become due ("**License**"), but not in advance, and to enforce the Leases. Subject to Section 8.1 hereof, the License shall automatically terminate upon the occurrence of an Event of Default. Waterton Parking Borrower 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.** Waterton Parking Borrower hereby represents and warrants to Administrative Agent that: (a) there presently are no Leases in effect with respect to the Property and (b) as to Leases executed in the future: (i) Waterton Parking Borrower will be 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; (ii) to Waterton Parking Borrower's knowledge, the Leases will be valid, enforceable and in full force and effect and have not been modified, amended or terminated and (iii) there will be no outstanding assignments or pledges of the Leases or of the Rents and no other party has any right, title or interest in the Leases or the Rents.

5. **Covenants of Waterton Parking Borrower.**

5.1 **New Leases and Lease Terminations and Modifications.** Waterton Parking Borrower shall not enter into, and, if entered 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 any Lease, or 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.

5.2 **Performance under Leases.** Waterton Parking Borrower 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 Waterton Parking Borrower shall not do or suffer to be done anything to impair the security thereof. Waterton Parking Borrower shall not (i) release the liability of any Lessee under any Lease or any guaranty thereof, (ii) consent to any Lessee's withholding of rent or making monetary advances and off-setting the same against future rentals, (iii) consent to any Lessee's claim of a total or partial eviction, (iv) consent to a termination or cancellation of any Lease, except as specifically provided above or in such Lease, or (v) enter into any oral leases with respect to all or any portion of the Property;

5.3 **Collection of Rents.** Waterton Parking Borrower 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;

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5.4 Further Assignment. Waterton Parking Borrower 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. Waterton Parking Borrower 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. Waterton Parking Borrower shall not waive or excuse the obligation to pay rent under any Lease;

5.7 Defending Actions. Waterton Parking Borrower 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 Administrative Agent and the Lenders, including court costs and reasonable attorneys' fees, in any such action or proceeding in which Administrative Agent and one or more Lenders may appear;

5.8 Enforcement. Waterton Parking Borrower 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. Waterton Parking Borrower shall immediately notify Administrative Agent of any material breach by a Lessee or guarantor under any Lease;

5.10 Subordination. Waterton Parking Borrower 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, Waterton Parking Borrower 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 Administrative Agent, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Waterton Parking Borrower and Administrative Agent. Waterton Parking Borrower hereby assigns any such payment to Administrative Agent and further covenants and agrees that upon the request of Administrative Agent, it will duly endorse to the order of Administrative Agent any such check; and

5.12 Rent Rolls. If Leases are entered into, not later than fifteen (15) days after the end of each calendar quarter, Waterton Parking Borrower shall deliver to Administrative Agent a certified rent roll for the Property as of the last day of such period in a form reasonably satisfactory to Administrative Agent.

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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, and if an Event of Default has occurred, 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 as further security, without interest, for the payment of the Obligations. Prior to such Event of Default, Waterton Parking Borrower may use and apply such termination payments to expenses of the Property.

7. **Administrative Agent's Rights Upon Lessee Bankruptcy.** Upon the occurrence 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 shall have, and is hereby assigned by Waterton Parking Borrower, all of the rights which would otherwise inure to the benefit of Waterton Parking Borrower 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 Waterton Parking Borrower 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 Waterton Parking Borrower.**

8.1 **Remedies.** Upon the occurrence of an Event of Default, Waterton Parking Borrower's License to collect Rents shall immediately cease and terminate, unless Administrative Agent shall otherwise notify Waterton Parking Borrower in writing that such License is not being terminated by Administrative Agent. Administrative Agent 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 Waterton Parking Borrower might reasonably so act. 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, Waterton Parking Borrower'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. Waterton Parking Borrower shall also pay to Administrative Agent, promptly upon any Event of Default: (a) all rent prepayments and security or other deposits paid to Waterton Parking Borrower 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.

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8.2 Notice to Lessee. Waterton Parking Borrower hereby irrevocably authorizes each Lessee, upon demand and notice from Administrative Agent of the occurrence of an Event of Default, to pay all Rents under the Leases to Administrative Agent. Waterton Parking Borrower 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 Waterton Parking Borrower to the contrary. Waterton Parking Borrower shall have no claim against any Lessee for any Rents paid by Lessee to Administrative Agent.

8.3 Assignment of Defaulting Waterton Parking Borrower's Interest in Lease. Administrative Agent shall have the right to assign Waterton Parking Borrower'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 Waterton Parking Borrower 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's rights and remedies hereunder are cumulative, and not in lieu of, but in addition to, any other rights and remedies Administrative Agent has under the Loan Agreement, the Notes, the Mortgage and any of the other Loan Documents. Administrative Agent's rights and remedies hereunder may be exercised as often as Administrative Agent deems expedient.

8.5 Costs and Expenses. The cost and expenses (including any receiver's fees and fees) incurred by Administrative Agent pursuant to the powers contained in this Assignment shall be immediately reimbursed by Waterton Parking Borrower to Administrative Agent on demand, shall be secured hereby and, if not paid by Waterton Parking Borrower, shall bear interest from the date due at the Default Rate (as defined in the Loan Agreement). Administrative Agent shall not be liable to account to Waterton Parking Borrower for any action taken pursuant hereto, other than to account for any Rents actually received by Administrative Agent.

9. Indemnification of Administrative Agent. Waterton Parking Borrower hereby agrees to indemnify, defend, protect and hold Administrative Agent harmless from and against any and all liability, loss, cost, expense or damage (including reasonable attorney fees) that Administrative Agent may or might incur under the Leases or by reason of this Assignment. Such indemnification shall also cover any and all claims and demands that may be asserted against Administrative Agent under the Leases or this Assignment. Nothing in this section shall be construed to bind Administrative Agent to the performance of any Lease provisions, or to otherwise impose any liability upon Administrative Agent, 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 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

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Agent by reason of Administrative Agent's 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 promptly reimbursed by Waterton Parking Borrower. Such reimbursement shall include interest at the Default Rate provided in the Notes, costs, expenses and reasonable attorney fees. Administrative Agent 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 may take security in addition to the security already given Administrative Agent 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, Waterton Parking Borrower hereby appoints Administrative Agent as Waterton Parking Borrower's attorney-in-fact, with full authority in the place of Waterton Parking Borrower, at the option of Administrative Agent at any time after the occurrence of an Event of Default, and in the name of Waterton Parking Borrower 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 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 as a mortgagee in possession nor place any responsibility upon Administrative Agent for the care, control, management or repair of the Property, nor shall it operate to make Administrative Agent 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 to appear in or defend any action or proceeding relating to the Leases or to the Property; (b) require Administrative Agent 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 to assume any obligation or responsibility for any security deposits or other deposits delivered to Waterton Parking Borrower by Lessees and not assigned and delivered to Administrative Agent. Administrative Agent 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.

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13. **Termination of Assignment.** Administrative Agent 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 in which the Property is located.

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 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 Waterton Parking Borrower. 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 Borrower, all obligations of each Borrower hereunder shall be joint and several.

14.8 **Expenses.** Waterton Parking Borrower shall pay on demand all costs and expenses incurred by Administrative Agent in connection with the review of Leases, including reasonable fees and expenses of Administrative Agent's outside counsel.

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

16. **JURISDICTION AND VENUE.** WATERTON PARKING BORROWER HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY WATERTON PARKING BORROWER AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS ASSIGNMENT SHALL BE LITIGATED IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS OR, IF ADMINISTRATIVE AGENT INITIATES SUCH ACTION, ANY COURT IN WHICH ADMINISTRATIVE AGENT SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. WATERTON PARKING BORROWER HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY ADMINISTRATIVE AGENT IN ANY OF SUCH COURTS, AND HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO WATERTON PARKING BORROWER AT THE ADDRESS TO WHICH NOTICES ARE TO BE SENT PURSUANT TO THE MORTGAGE. WATERTON PARKING BORROWER WAIVES ANY CLAIM THAT COOK COUNTY, ILLINOIS OR THE NORTHERN DISTRICT OF ILLINOIS IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. SHOULD WATERTON PARKING BORROWER, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER TO ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE NUMBER OF DAYS PRESCRIBED BY LAW AFTER THE MAILING THEREOF, WATERTON PARKING BORROWER SHALL BE DEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED BY ADMINISTRATIVE AGENT AGAINST WATERTON PARKING BORROWER AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM FOR WATERTON PARKING BORROWER SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT BY ADMINISTRATIVE AGENT OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING BY ADMINISTRATIVE AGENT OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND WATERTON PARKING BORROWER HEREBY WAIVES THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

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

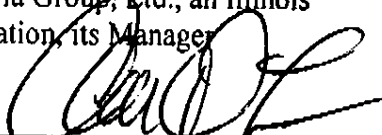
BORROWER:

WABASH PARKING LLC f/k/a Waterton River Plaza, L.L.C., a Delaware limited liability company

By: Wabash Condominium LLC, an Illinois limited liability company, its sole Member

By: Belgravia Wabash Condominium LLC, an Illinois limited liability company, its Manager

By: Belgravia Group, Ltd., an Illinois corporation, its Manager

By: 
Name: Alan D. Lew
Title: President

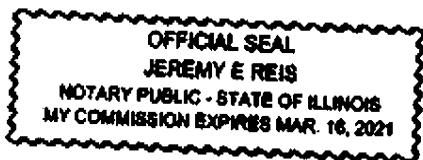
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that ALAN D. LEV, the President of Belgravia Group, Ltd., an Illinois corporation, the Manager of Belgravia Wabash Condominium LLC, an Illinois limited liability company, the Manager of Wabash Condominium LLC, an Illinois limited liability company, the sole Member of Wabash Parking LLC, f/k/a Waterton River Plaza, L.L.C., 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 17th day of November, 2017.



Jeremy E. Reis
Notary Public
My Commission Expires:
3/16/21

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

UNITS A-1M, A-2M, A-3M, A-1, A-9, A-10, A-11, A-12, A-13, A-14, A-16, A-17, A-18, A-19, A-21, A-22, A-24, A-27, A-31, A-38, A-42, B-3, B-9, B-10, B-11, B-12, B-21, B-22, B-25, B-30, B-32, B-36, B-38, B-43, B-44, B-46, B-48, B-50, B-72/73T, C85/86T, C-87/88T, C-98/99T, C-100/101T, C-5, C-9, C-10, C-11, C-13, C-14, C-15, C-19, C-20, C-28, C-31, C-32, C-33, C-35, C-37, C-39, C-42, C-46, C-47, C-55, C-56, C-66, C-69, C-72, C-93, C-113, D-9, D-10, D-11, D-17, D-28, D-33, D-42, D-44, D-45, D-65, D-85/86T, D-91/92T, D-95/96T, D103/104T IN THE 405 N. WABASH PARKING CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 1, 2, 9, 11 AND 12 IN RIVER PLAZA RESUBDIVISION OF LAND, PROPERTY AND SPACE OF LOTS 1 TO 12 AND VACATED ALLEY IN BLOCK 5 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 10 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPTING THEREFROM VARIOUS PARCELS FOR RAMPS AT LEVELS P-1 G1, G2, G3, AND G4; WHICH SURVEY IS ATTACHED AS EXHIBIT A-2 TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 00977089 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN RIVER PLAZA DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS DATED AS OF AUGUST 11, 1994 AND RECORDED AUGUST 26, 1994 AS DOCUMENT NUMBER 94758750, SETTLEMENT AGREEMENT AND COVENANT NOT TO SUE RECORDED DECEMBER 20, 2000 AS DOCUMENT 00998596, WAIVER RECORDED DECEMBER 20, 2000 AS DOCUMENT 00998597 AND AS AMENDED BY FIRST AMENDMENT RECORDED FEBRUARY 18, 2000 AS DOCUMENT 00122313, AMENDMENT TO RIVER PLAZA DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED FEBRUARY 25, 2000 AS DOCUMENT NUMBER 00141635.

ADDRESS: 405 Wabash, Chicago, IL

PINS: See attached

Exhibit A-1

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PERMANENT INDEX NUMBER: 17-10-132-040-1001 (VOLUME NO. 501)

(AFFECTS UNIT A-1 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1002 (VOLUME NO. 501)

(AFFECTS UNIT A-1M AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1003 (VOLUME NO. 501)

(AFFECTS UNIT A-2M AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1004 (VOLUME NO. 501)

(AFFECTS UNIT A-3M AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1013 (VOLUME NO. 501)

(AFFECTS UNIT A-9 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1014 (VOLUME NO. 501)

(AFFECTS UNIT A-10 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1015 (VOLUME NO. 501)

(AFFECTS UNIT A-11 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1016 (VOLUME NO. 501)

(AFFECTS UNIT A-12 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1017 (VOLUME NO. 501)

(AFFECTS UNIT A-13 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1018 (VOLUME NO. 501)

Exhibit A-2

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(AFFECTS UNIT A-14 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1020 (VOLUME NO. 501)

(AFFECTS UNIT A-16 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1022 (VOLUME NO. 501)

(AFFECTS UNIT A-18 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1023 (VOLUME NO. 501)

(AFFECTS UNIT A-19 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1025 (VOLUME NO. 501)

(AFFECTS UNIT A-21 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1026 (VOLUME NO. 501)

(AFFECTS UNIT A-22 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1028 (VOLUME NO. 501)

(AFFECTS UNIT A-24 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1031 (VOLUME NO. 501)

(AFFECTS UNIT A-27 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1035 (VOLUME NO. 501)

(AFFECTS UNIT A-31 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1046 (VOLUME NO. 501)

Exhibit A-3

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(AFFECTS UNIT A-42 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1069 (VOLUME NO. 501)

(AFFECTS UNIT B-9 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1070 (VOLUME NO. 501)

(AFFECTS UNIT B-10 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1071 (VOLUME NO. 501)

(AFFECTS UNIT B-11 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1072 (VOLUME NO. 501)

(AFFECTS UNIT B-12 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1081 (VOLUME NO. 501)

(AFFECTS UNIT B-21 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1082 (VOLUME NO. 501)

(AFFECTS UNIT B-22 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1085 (VOLUME NO. 501)

(AFFECTS UNIT B-25 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1090 (VOLUME NO. 501)

(AFFECTS UNIT B-30 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1092 (VOLUME NO. 501)

Exhibit A-4

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(AFFECTS UNIT B-32 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1106 (VOLUME NO. 501)

(AFFECTS UNIT B-46 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1110 (VOLUME NO. 501)

(AFFECTS UNIT B-50 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1166 (VOLUME NO. 501)

(AFFECTS UNIT C-9 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1167 (VOLUME NO. 501)

(AFFECTS UNIT C-10 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1168 (VOLUME NO. 501)

(AFFECTS UNIT C-11 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1172 (VOLUME NO. 501)

(AFFECTS UNIT C-15 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1176 (VOLUME NO. 501)

(AFFECTS UNIT C-19 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1184 (VOLUME NO. 501)

(AFFECTS UNIT C-28 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1189 (VOLUME NO. 501)

Exhibit A-5

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(AFFECTS UNIT C-33 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1193 (VOLUME NO. 501)

(AFFECTS UNIT C-37 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1195 (VOLUME NO. 501)

(AFFECTS UNIT C-39 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1198 (VOLUME NO. 501)

(AFFECTS UNIT C-42 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1202 (VOLUME NO. 501)

(AFFECTS UNIT C-46 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1203 (VOLUME NO. 501)

(AFFECTS UNIT C-47 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1211 (VOLUME NO. 501)

(AFFECTS UNIT C-55 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1212 (VOLUME NO. 501)

(AFFECTS UNIT C-56 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1222 (VOLUME NO. 501)

(AFFECTS UNIT C-66 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1225 (VOLUME NO. 501)

Exhibit A-6

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(AFFECTS UNIT C-69 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1228 (VOLUME NO. 501)

(AFFECTS UNIT C-72 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1238 (VOLUME NO. 501)

(AFFECTS UNIT C-85/86T AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1239 (VOLUME NO. 501)

(AFFECTS UNIT C87/88T AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1242 (VOLUME NO. 501).

(AFFECTS UNIT C-93 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1246 (VOLUME NO. 501)

(AFFECTS UNIT C-98/99T AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1247 (VOLUME NO. 501)

(AFFECTS UNIT C-100/101T AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1269 (VOLUME NO. 501)

(AFFECTS UNIT D-9 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1270 (VOLUME NO. 501)

(AFFECTS UNIT D-10 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1277 (VOLUME NO. 501)

Exhibit A-7

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(AFFECTS UNIT D-17 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3).

PERMANENT INDEX NUMBER: 17-10-132-040-1292 (VOLUME NO. 501)

(AFFECTS UNIT D-33 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1304 (VOLUME NO. 501)

(AFFECTS UNIT D-45 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1333 (VOLUME NO. 501)

(AFFECTS UNIT D-85.86T AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1338 (VOLUME NO. 501)

(AFFECTS UNIT D-95/96T AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1271 (VOLUME NO. 501)

(AFFECTS UNIT D-11 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1098 (VOLUME NO. 501)

(AFFECTS UNIT B-38 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1103 (VOLUME NO. 501)

(AFFECTS UNIT B-43 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1104 (VOLUME NO. 501)

(AFFECTS UNIT B-44 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1255 (VOLUME NO. 501)

Exhibit A-8

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(AFFECTS UNIT C-113 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1021 (VOLUME NO. 501)

(AFFECTS UNIT A-17 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1042 (VOLUME NO. 501)

(AFFECTS UNIT A-38 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1187 (VOLUME NO. 501)

(AFFECTS UNIT C-31 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1321 (VOLUME NO. 501)

(AFFECTS UNIT D-65 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1108 (VOLUME NO. 501)

(AFFECTS UNIT B-48 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1287 (VOLUME NO. 501)

(AFFECTS UNIT D-28 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1301 (VOLUME NO. 501)

(AFFECTS UNIT D-42 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1303 (VOLUME NO. 501)

(AFFECTS UNIT D-44 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1063 (VOLUME NO. 501)

Exhibit A-9

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(AFFECTS UNIT B-3 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1170 (VOLUME NO. 501)

(AFFECTS UNIT C-13 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1171 (VOLUME NO. 501)

(AFFECTS UNIT C-14 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1342 (VOLUME NO. 501)

(AFFECTS UNIT D103/104T AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1191 (VOLUME NO. 501)

(AFFECTS UNIT C-35 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1177 (VOLUME NO. 501)

(AFFECTS UNIT C-20 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1336 (VOLUME NO. 501)

(AFFECTS UNIT D-91/92T AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1162 (VOLUME NO. 501)

(AFFECTS UNIT C-5 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1128 (VOLUME NO. 501)

(AFFECTS UNIT B-72/73T AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1096 (VOLUME NO. 501)

Exhibit A-10

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(AFFECTS UNIT B-36 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

PERMANENT INDEX NUMBER: 17-10-132-040-1188 (VOLUME NO. 501)

(AFFECTS UNIT C-32 AND ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF PARCEL 3)

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Exhibit A-11