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Doc# 1818306154 Fee \$72.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 07/02/2018 12:12 PM PG: 1 OF 18

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

Courtney E. Mayster
MUCH SHELIST
191 North Wacker Drive
Suite 1800
Chicago, Illinois 60606.1615

PERMANENT TAX INDEX NUMBERS:

- 17-17-323-037-0000
- 17-17-323-039-0000
- 17-17-323-041-0000
- 17-17-323-043-0000
- 17-17-323-045-0000
- 17-17-323-047-0000
- 17-17-333-048-0000

This space reserved for Recorder's use only.

PROPERTY ADDRESSES:

1202 – 30 and 1251 – 59 West Taylor Street
Chicago, Illinois 60607

ASSIGNMENT OF RENTS AND LEASES

This **ASSIGNMENT OF RENTS AND LEASES** dated as of June 29, 2018 (this "**Assignment**"), is executed by **RS RETAIL LLC**, an Illinois limited liability company (the "**Assignor**"), whose address is c/o Related Midwest, 350 West Hubbard Street, Suite 300, Chicago, Illinois 60654, to and for the benefit of **WINTRUST BANK**, an Illinois state chartered commercial bank, its successors and assigns (the "**Lender**"), whose address is 231 South LaSalle Street, 2nd Floor, Chicago, Illinois 60604.

RECITALS:

A. The Lender has agreed to loan to the Assignor the original principal amount of **ONE MILLION NINE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,900,000.00)** (the "**Loan**"), as evidenced by that certain Promissory Note dated even date herewith (as the same may be amended, modified, replaced or restated from time to time, the "**Note**"), executed by the Assignor and made payable to the order of the Lender.

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B. A condition precedent to the Lender's making of the Loan to the Assignor is the execution and delivery by the Assignor of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

A G R E E M E N T S:

1. Definitions. All capitalized terms which are not defined herein shall have the meanings ascribed thereto in that certain Leasehold Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of even date herewith, executed by the Assignor to and for the benefit of the Lender (as amended, modified or replaced from time to time, the "Mortgage").

2. Grant of Security Interest. The Assignor hereby grants, transfers, sets over and assigns to the Lender, all of the right, title and interest of the Assignor in and to (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the land legally described in Exhibit "A" attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the "Premises"), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases (each, a "Lease", and collectively, the "Leases"), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises. As used herein, Leases do not include the Ground Leases (as defined in the Mortgage). This Assignment is an absolute transfer and assignment of the foregoing interests to the Lender given to secure:

(a) the payment by the Assignor when due of (i) the indebtedness evidenced by the Note and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to the Lender by the Assignor under or with respect to the Loan Documents (as defined in the Note); and (iii) all costs and expenses paid or incurred by the Lender in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and

(b) the observance and performance by the Assignor of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of the Assignor or any other obligor to or benefiting the Lender which are evidenced or secured by or otherwise provided in the Note, this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof.

3. Representations and Warranties of the Assignor. The Assignor represents and warrants to the Lender that:

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- (a) this Assignment, as executed by the Assignor, constitutes the legal and binding obligation of the Assignor enforceable in accordance with its terms and provisions;
- (b) the Assignor is the lessor under all Leases;
- (c) there is no other existing assignment of the Assignor's entire interest or any part of the Assignor's interest in or to any of the Leases, or any of the rents, issues, income or profits assigned hereunder, nor has the Assignor entered into any agreement to subordinate any of the Leases or the Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;
- (d) the Assignor has not executed any instrument or performed any act which may prevent the Lender from operating under any of the terms and provisions hereof or which would limit the Lender in such operation; and
- (e) there are no defaults by the landlord and, to the Assignor's knowledge, there are no material defaults by tenants under any Leases, other than as disclosed in writing by Assignor to Assignee and/or in the tenant estoppels delivered to Assignee, on or prior to the date hereof in connection with the Loan.

4. Covenants of the Assignor. The Assignor covenants and agrees that so long as this Assignment shall be in effect:

- (a) the Assignor shall not lease any portion of the Premises unless the Assignor obtains the Lender's prior written consent to all aspects of such Lease, which consent shall not be unreasonably withheld;
- (b) the Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and the Assignor shall not do or suffer to be done anything to impair the security thereof. The Assignor shall not (i) release the liability of any tenant under any Lease, (ii) consent to any tenant's withholding of rent or making monetary advances and offsetting the same against future rentals, (iii) consent to any tenant's claim of a total or partial eviction, (iv) consent to a tenant termination or cancellation of any Lease, except as specifically provided therein, or (v) enter into any oral leases with respect to all or any portion of the Premises;
- (c) the Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty (30) days in advance of the time when the same shall become due, except for security or similar deposits;
- (d) the Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents;
- (e) the Assignor shall not modify the terms and provisions of any Lease, nor shall the Assignor give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease, except as expressly permitted thereby) or approval, required or

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permitted by such terms and provisions or cancel or terminate any Lease, except in the ordinary course of business in exercising Assignor's remedies under any such Lease;

(f) the Assignor shall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder, except as expressly permitted therein; any termination fees payable under a Lease for the early termination or surrender thereof shall be paid jointly to the Assignor and the Lender;

(g) the Assignor shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law, except in the ordinary course of business in exercising Assignor's remedies under any such Lease;

(h) the Assignor shall not waive or excuse the obligation to pay rent under any Lease;

(i) the Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of the Lender, including court costs and reasonable attorneys' fees, in any such action or proceeding in which the Lender may appear;

(j) the Assignor shall give prompt written notice to the Lender of any written notice of any default by the lessor under any Lease received from any tenant or guarantor thereunder;

(k) the Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the tenants and guarantors thereunder;

(l) the Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;

(m) the Assignor shall not execute hereafter any Lease unless there shall be included therein a provision providing that the tenant thereunder acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to the Lender as mortgagee, mortgagee in possession or successor in title to the Premises for accountability for any security deposit required by lessor under such Lease unless such sums have actually been received in cash by the Lender as security for tenant's performance under such Lease; and

(n) if any tenant under any Lease 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

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hereby, the Assignor covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of the Lender, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to the Assignor and the Lender. The Assignor hereby assigns any such payment to the Lender and further covenants and agrees that upon the request of the Lender, it will duly endorse to the order of the Lender any such check, the proceeds of which shall be applied in accordance with the provisions of Section 8 below.

5. Rights Prior to Default. Unless or until an Event of Default (as defined in **Section 6**) shall occur, the Assignor shall have the right to collect, at the time (but in no event more than thirty days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence of an Event of Default, the Assignor's right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to the Assignor. Upon the occurrence of an Event of Default, the Lender shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

6. Events of Default. An "**Event of Default**" shall occur under this Assignment upon the occurrence of (a) a breach by the Assignor of any of the covenants, agreements, representations, warranties or other provisions hereof which is not cured or waived within the applicable grace or cure period, if any, set forth in the Mortgage, or (b) any other Event of Default described in the Note, the Mortgage or any of the other Loan Documents.

7. Rights and Remedies Upon Default. At any time upon or following the occurrence of any Event of Default, the Lender, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on the Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing the Assignor or any guarantor of the Note from any obligation, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Loan Documents:

(a) declare the unpaid balance of the principal sum of the Note, together with all accrued and unpaid interest thereon, immediately due and payable;

(b) enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as the Lender may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to the Lender, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which the Lender deems necessary or proper;

(c) either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Assignment shall constitute an authorization and direction to

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the tenants under the Leases to pay all rents and other amounts payable under the Leases to the Lender, without proof of default hereunder, upon receipt from the Lender of written notice to thereafter pay all such rents and other amounts to the Lender and to comply with any notice or demand by the Lender for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and the Assignor shall facilitate in all reasonable ways the Lender's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to the Lender; and

(d) make any payment or do any act required herein of the Assignor in such manner and to such extent as the Lender may deem necessary, and any amount so paid by the Lender shall become immediately due and payable by the Assignor with interest thereon until paid at the Default Rate and shall be secured by this Assignment.

8. Application of Proceeds. All sums collected and received by the Lender out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default shall be applied in accordance with the Illinois Mortgage Foreclosure Law (Chapter 735, Sections 5/15-1101 et seq., Illinois Compiled Statutes) and, unless otherwise specified in such act, in such order as the Lender shall elect in its sole and absolute discretion.

9. Limitation of the Lender's Liability. The Lender shall not be liable for any loss sustained by the Assignor resulting from the Lender's failure to let the Premises or from any other act or omission of the Lender in managing, operating or maintaining the Premises following the occurrence of an Event of Default. The Lender shall not be obligated to observe, perform or discharge, nor does the Lender hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of the Assignor under or by reason of this Assignment. The Assignor shall and does hereby agree to indemnify, defend (using counsel reasonably satisfactory to the Lender) and hold the Lender harmless from and against any and all liability, loss or damage which the Lender may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against the Lender by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however, in no event shall the Assignor be liable for any liability, loss or damage which the Assignor incurs as a result of the Lender's gross negligence or willful misconduct and/or after Lender takes title to the Premises. Should the Lender incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by the Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon the Lender for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make the Lender responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant,

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occupant, licensee, employee or stranger. Nothing set forth herein or in the Mortgage, and no exercise by the Lender of any of the rights set forth herein or in the Mortgage shall constitute or be construed as constituting the Lender a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by the Lender pursuant to the provisions hereof or of the Mortgage.

10. No Waiver. Nothing contained in this Assignment and no act done or omitted to be done by the Lender pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by the Lender of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of the Lender under the terms and provisions of such instruments, and the Lender may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. The Lender may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

11. Further Assurances. The Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as the Lender may designate) and shall do or cause to be done such further acts, as the Lender may request, in order to permit the Lender to perfect, protect, preserve and maintain the assignment made to the Lender by this Assignment.

12. Security Deposits. The Assignor acknowledges that, as of the date hereof, the Lender has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that the Lender assumes no responsibility or liability for any security so deposited.

13. Severability. If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, the Lender and the Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

14. Successors and Assigns. This Assignment is binding upon the Assignor and its legal representatives, successors and assigns, and the rights, powers and remedies of the Lender under this Assignment shall inure to the benefit of the Lender and its successors and assigns.

15. Written Modifications. This Assignment shall not be amended, modified or supplemented without the written agreement of the Assignor and the Lender at the time of such amendment, modification or supplement.

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16. **Duration.** This Assignment shall become null and void at such time as the Assignor shall have paid the principal sum of the Note, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents, and by its acceptance thereof, the Lender agrees, at such time, to execute and deliver to the Assignor an instrument in recordable form, wherein the Lender acknowledges the termination of its rights hereunder or assigns such rights, without recourse, to the Assignor's designee.

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

18. **Notices.** All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of the Assignor and the Lender, as the case may be, as specified in the Mortgage.

19. **WAIVER OF TRIAL BY JURY. THE ASSIGNOR AND THE LENDER (BY ACCEPTANCE HEREOF) HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS ASSIGNMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE ASSIGNOR AND THE LENDER EACH AGREE THAT IT WILL NOT ASSERT ANY CLAIM AGAINST THE OTHER OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.**

[Remainder of Page Intentionally Left Blank—Signature Page Follows]

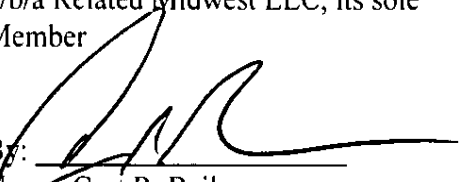
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IN WITNESS WHEREOF, the Assignor has executed and delivered this Assignment of Rents and Leases as of the day and year first above written.

RS RETAIL LLC,
an Illinois limited liability company

By: LR ABLA LLC, a Delaware limited liability company, its sole Member

By: LR Development Company LLC,
a Delaware limited liability company,
d/b/a Related Midwest LLC, its sole Member


By: 
Name: Curt R. Bailey
Its: President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES HEREBY CERTIFY** that **Curt R. Bailey**, the President of LR Development Company LLC, a Delaware limited liability company, d/b/a Related Midwest LLC, the sole Member of LR ABLA LLC, a Delaware limited liability company, the sole Member of **RS RETAIL LLC**, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability companies, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of June, 2018.




Notary Public
My Commission Expires: 12/29/2021

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EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

PARCEL 1:

(A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.C. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, AS LESSOR; AND ROOSEVELT SQUARE I LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, AS LESSEE, DATED SEPTEMBER 1, 2004, WHICH LEASE WAS RECORDED SEPTEMBER 10, 2004 AS DOCUMENT 0425441023, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND AND THE BUILDINGS AND IMPROVEMENTS LOCATED THEREON AS OF THE DATE OF SAID GROUND LEASE, FOR A TERM OF 99 YEARS BEGINNING SEPTEMBER 1, 2004 AND ENDING AUGUST 31, 2103.

(B) THE OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED AND LOCATED ON THE LAND AFTER THE DATE OF THE GROUND LEASE, ALL AS DEFINED IN SAID GROUND LEASE RECORDED AS DOCUMENT 0425441023.

(C) NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF THE ESTATES AND INTERESTS DESCRIBED ABOVE AT PARAGRAPHS (A) AND (B) AS DESCRIBED AND DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY ROOSEVELT SQUARE 1 LIMITED PARTNERSHIP DATED AS OF SEPTEMBER 1, 2004 AND RECORDED SEPTEMBER 10, 2004 AS DOCUMENT 0425441029.

THE LAND:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING ABOVE ELEVATION 14.65 AND BENEATH ELEVATION 25.28 CITY OF CHICAGO DATUM:

PART OF LOT 14 AS DESIGNATED UPON PLAT 1 ROOSEVELT SQUARE, A RESUBDIVISION OF PART OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION AND THE SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO LING WITHIN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 14; THENCE SOUTH 89 DEGREES, 58 MINUTES, 19 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 4.26 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 41 SECONDS EAST, A DISTANCE OF 1.01 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00 DEGREES, 01 MINUTES, 41 SECONDS EAST, A DISTANCE OF 53.87 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS EAST, A DISTANCE OF 20.22 FEET; THENCE SOUTH 00 DEGREES 01

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MINUTES 41 SECONDS WEST, A DISTANCE OF 4.86 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS EAST, A DISTANCE OF 2.50 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 32.35 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 7.50 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 16.52 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 2.27 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 0.14 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 12.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

(A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, AS LESSOR, AND ROOSEVELT SQUARE I LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, AS LESSEE, DATED SEPTEMBER 1, 2004, WHICH LEASE WAS RECORDED SEPTEMBER 10, 2004 AS DOCUMENT 0425441024, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND AND THE BUILDINGS AND IMPROVEMENTS LOCATED THEREON AS OF THE DATE OF SAID GROUND LEASE FOR A TERM OF YEARS BEGINNING SEPTEMBER 1, 2004 AND ENDING AUGUST 31, 2103.

(B) THE OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED AND LOCATED ON THE LAND AFTER THE DATE OF THE GROUND LEASE, ALL AS DEFINED IN SAID GROUND LEASE RECORDED AS DOCUMENT 0425441024.

(C) NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF THE ESTATES AND INTERESTS DESCRIBED ABOVE AT PARAGRAPHS (A) AND (B) AS DESCRIBED AND DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY ROOSEVELT SQUARE 1 LIMITED PARTNERSHIP DATED AS OF SEPTEMBER 1, 2004 AND RECORDED SEPTEMBER 10, 2004 AS DOCUMENT 0425441028.

THE LAND: ALL THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING ABOVE ELEVATION 14.65 AND BENEATH ELEVATION 25.28 CITY OF CHICAGO DATUM:

PART OF LOT 13 DESIGNATED UPON PLAT 1 ROOSEVELT SQUARE, A RESUBDIVISION OR PART OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION AND THE SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO LYING WITHIN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 13; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 4.01 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 41 SECONDS EAST A DISTANCE OF 1.01 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00 DEGREES 01 MINUTES 41 SECONDS EAST, A DISTANCE OF 53.87 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 20.22 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 4.86 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 2.50 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 32.35 FEET; THENCE SOUTH 89 DEGREES 58

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MINUTES 19 SECONDS EAST, A DISTANCE OF 7.50 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 16.52 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS EAST, A DISTANCE OF 2.27 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 0.14 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS EAST, A DISTANCE OF 12.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

(A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, AS LESSOR, AND ROOSEVELT SQUARE I LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, AS LESSEE, DATED SEPTEMBER 1, 2004, WHICH LEASE WAS RECORDED SEPTEMBER 10, 2004 AS DOCUMENT 0425441025, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND AND THE IMPROVEMENTS LOCATED THEREON AS OF THE DATE OF SAID GROUND LEASE FOR A TERM OF YEARS BEGINNING SEPTEMBER 1, 2004 AND ENDING AUGUST 31, 2103.

(B) THE OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED AND LOCATED ON THE LAND AFTER THE DATE OF THE GROUND LEASE, ALL AS DEFINED IN SAID GROUND LEASE RECORDED AS DOCUMENT 0425441025.

(C) NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF THE ESTATES AND INTERESTS DESCRIBED ABOVE AT PARAGRAPHS (A) AND (B) AS DESCRIBED AND DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY ROOSEVELT SQUARE 1 LIMITED PARTNERSHIP DATED AS OF SEPTEMBER 1, 2004 AND RECORDED SEPTEMBER 10, 2004 AS DOCUMENT 0425441030.

THE LAND: ALL THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING ABOVE ELEVATION 14.55 AND BENEATH ELEVATION 25.18 CITY OF CHICAGO DATUM:

PART OF LOT 12 AS DESIGNATED UPON PLAT 1 ROOSEVELT SQUARE, A RESUBDIVISION OF PART OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION AND THE SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO LYING WITH THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 12; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 4.26 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 41 SECONDS EAST, A DISTANCE OF 1.01 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION: THENCE NORTH 00 DEGREES 01 MINUTES 41 SECONDS EAST, A DISTANCE OF 53.87 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS EAST, A DISTANCE OF 20.22 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 4.86 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS EAST, A DISTANCE OF 2.50 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 32.35 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 7.50 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 16.52 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS CHICAGO TITLE INSURANCE COMPANY WEST, A DISTANCE OF 2.27 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 0.14 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF

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

PARCEL 4:

(A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.C. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, AS LESSOR, AND ROOSEVELT SQUARE I LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, AS LESSEE, DATED SEPTEMBER 1, 2004, WHICH LEASE WAS RECORDED SEPTEMBER 10, 2004 AS DOCUMENT 0425441026, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND AND THE BUILDINGS AND IMPROVEMENTS LOCATED THEREON AS OF THE DATE OF SAID GROUND LEASE, FOR A TERM OF 99 YEARS BEGINNING SEPTEMBER 1, 2004 AND ENDING AUGUST 31, 2103.

(B) THE OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED AND LOCATED ON THE LAND AFTER THE DATE OF THE GROUND LEASE, ALL AS DEFINED IN SAID GROUND LEASE RECORDED AS DOCUMENT 0425441026.

(C) NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF THE ESTATES AND INTERESTS DESCRIBED ABOVE AT PARAGRAPHS (A) AND (B) AS DESCRIBED AND DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY ROOSEVELT SQUARE 1 LIMITED PARTNERSHIP DATED AS OF SEPTEMBER 1, 2004 AND RECORDED SEPTEMBER 10, 2004 AS DOCUMENT 0425441031.

THE LAND: ALL THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING ABOVE ELEVATION 14.40 AND BENEATH ELEVATION 25.03 CITY OF CHICAGO DATUM:

PART OF LOT 10 AS DESIGNATED UPON PLAT 1 ROOSEVELT SQUARE, A RESUBDIVISION OF PART OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION AND THE SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO LYING WITHIN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 10; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 4.26 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 41 SECONDS EAST, A DISTANCE OF 1.01 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00 DEGREES 01 MINUTES 41 SECONDS EAST, A DISTANCE OF 53.87 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS EAST, A DISTANCE OF 20.22 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 4.86 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS EAST, A DISTANCE OF 2.50 FEET; THENCE 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 32.35 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 7.50 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 16.52 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 2.27 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 0.14 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 12.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

(A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO),

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A DISTANCE OF 38.95 FEET TO A POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 08 SECONDS EAST, A DISTANCE OF 57.67 FEET TO A POINT; THENCE NORTH 89 DEGREES 59 MINUTES 52 SECONDS EAST, A DISTANCE OF 82.93 FEET TO A POINT; THENCE SOUTH 45 DEGREES 00 MINUTES 08 SECONDS EAST, A DISTANCE OF 0.61 FEET TO A POINT; THENCE SOUTH 44 DEGREES 59 MINUTES 52 SECONDS WEST, A DISTANCE OF 0.18 FEET TO A POINT; THENCE SOUTH 45 DEGREES 00 MINUTES 08 SECONDS EAST, A DISTANCE OF 2.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

(A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.C. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: CHICAGO HOUSING AUTHORITY, AN LLANOS MUNICIPAL CORPORATION, AS LESSOR, AND RS RETAIL ELEANOR LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS LESSEE, DATED DECEMBER 1, 2006, WHICH LEASE WAS RECORDED DECEMBER 21, 2006 AS DOCUMENT 0635516072, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND AND THE BUILDINGS AND IMPROVEMENTS LOCATED THEREON AS OF THE DATE OF SAID GROUND LEASE, FOR A TERM OF 97 YEARS AND 5 MONTHS BEGINNING DECEMBER 1, 2006 AND ENDING APRIL 30, 2104.

(B) THE OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED AND LOCATED ON THE LAND AFTER THE DATE OF THE GROUND LEASE, ALL AS DEFINED IN SAID GROUND LEASE RECORDED AS DOCUMENT 0635516072.

(C) NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF THE ESTATES AND INTERESTS DESCRIBED ABOVE AT PARAGRAPHS (A) AND (B) AS DESCRIBED AND DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY RS HOMES I LLC, AN ILLINOIS LIMITED LIABILITY COMPANY DATED AS OF DECEMBER 1, 2006 AND RECORDED DECEMBER 21, 2006 AS DOCUMENT 0635516069.

THE LAND: ALL THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING ABOVE ELEVATION 14.08 FEET AND BENEATH ELEVATION 29.58 FEET CITY OF CHICAGO DATUM:

PART OF LOT 9 OF PLAT 1 OF ROOSEVELT SQUARE SUBDIVISION, BEING A RESUBDIVISION OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION AND SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO, PART OF THE EAST 1/2 OF THE SW4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 00 DEGREES 09 MINUTES 13 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 9, A DISTANCE OF 16.08 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 47 SECONDS WEST PERPENDICULAR TO SAID EAST LINE OF LOT 9, A DISTANCE OF 6.73 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST, A DISTANCE OF 3.77 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 10 SECONDS WEST, A DISTANCE OF 4.68 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST, A DISTANCE OF 7.15 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 10 SECONDS WEST, A DISTANCE OF 9.45 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST, A DISTANCE OF 30.50 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST, A DISTANCE OF 0.60 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST, A DISTANCE OF

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CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, AS LESSOR, AND ROOSEVELT SQUARE I LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, AS LESSEE, DATED SEPTEMBER 1, 2004, WHICH LEASE WAS RECORDED SEPTEMBER 10, 2004 AS DOCUMENT 0425441027, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND AND THE BUILDINGS AND IMPROVEMENTS LOCATED THEREON AS OF THE DATE OF SAID GROUND LEASE, FOR A TERM OF 99 YEARS BEGINNING SEPTEMBER 1, 2004 AND ENDING AUGUST 31, 2103.

(B) THE OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED AND LOCATED ON THE LAND AFTER THE DATE OF THE GROUND LEASE, ALL AS DEFINED IN SAID GROUND LEASE RECORDED AS DOCUMENT 0425441027.

(C) NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF THE ESTATES AND INTERESTS DESCRIBED ABOVE AT PARAGRAPHS (A) AND (B) AS DESCRIBED AND DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY ROOSEVELT SQUARE 1 LIMITED PARTNERSHIP DATED AS OF SEPTEMBER 1, 2004 AND RECORDED SEPTEMBER 10, 2004 AS DOCUMENT 0425441032.

THE LAND: ALL THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING ABOVE ELEVATION 14.50 AND BENEATH ELEVATION 26.83 CITY OF CHICAGO DATUM:

PART OF LOT 15 AS DESIGNATED UPON PLAT 1 ROOSEVELT SQUARE, A RESUBDIVISION OF PART OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION AND THE SOUTH OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO LYING WITHIN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 15; THENCE NORTH 89 DEGREES 58 MINUTES 27 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 10.63 FEET TO A POINT; THENCE NORTH 45 DEGREES 00 MINUTES 08 SECONDS WEST, A DISTANCE OF 3.67 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. THENCE NORTH 44 DEGREES 59 MINUTES 52 SECONDS EAST, A DISTANCE OF 5.10 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 3.15 FEET AND A CENTRAL ANGLE OF 180 DEGREES 00 MINUTES 00 SECONDS (THE CHORD OF WHICH BEARS NORTH 44 DEGREES 59 MINUTES 52 SECONDS EAST, A DISTANCE OF 6.29 FEET); THENCE NORTH 44 DEGREES 59 MINUTES 52 SECONDS EAST, A DISTANCE OF 5.10 FEET TO A POINT; THENCE NORTH 45 DEGREES 00 MINUTES 08 SECONDS WEST, A DISTANCE OF 2.00 FEET TO A POINT; THENCE SOUTH 44 DEGREES 59 MINUTES 52 SECONDS WEST, A DISTANCE OF 0.18 FEET TO A POINT; THENCE NORTH 45 DEGREES 00 MINUTES 08 SECONDS WEST, A DISTANCE OF 0.61 FEET TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 08 SECONDS WEST, A DISTANCE OF 31.26 FEET TO A POINT; THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS WEST, A DISTANCE OF 11.46 FEET TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 08 SECONDS WEST, A DISTANCE OF 2.99 FEET TO A POINT; THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS WEST, A DISTANCE OF 29.17 FEET TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 08 SECONDS WEST, A DISTANCE OF 12.01 FEET TO A POINT; THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS WEST, A DISTANCE OF 6.18 FEET TO A POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 08 SECONDS EAST, A DISTANCE OF 2.47 FEET TO A POINT; THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS WEST, A DISTANCE OF 8.58 FEET TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 08 SECONDS WEST, A DISTANCE OF 2.47 FEET TO A POINT; THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS WEST,

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1.65 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 10 SECONDS WEST, A DISTANCE OF 0.60 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST, A DISTANCE OF 5.00 FEET; THENCE WESTERLY ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 8.57 FEET AND A CENTRAL ANGLE OF 38 DEGREES 16 MINUTES 40 SECONDS (THE CHORD OF WHICH BEARS NORTH 72 DEGREES 04 MINUTES 46 SECONDS WEST, A DISTANCE OF 5.62 FEET); THENCE NORTH 43 DEGREES 13 MINUTES 39 SECONDS EAST, A DISTANCE OF 0.55 FEET; THENCE NORTH 46 DEGREES 46 MINUTES 21 SECONDS WEST, A DISTANCE OF 1.65 FEET; THENCE SOUTH 43 DEGREES 13 MINUTES 39 SECONDS WEST, A DISTANCE OF 0.57 FEET; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 8.57 FEET AND A CENTRAL ANGLE OF 41 DEGREES 33 MINUTES 25 SECONDS (THE CHORD OF WHICH BEARS NORTH 21 DEGREES 06 MINUTES 47 SECONDS WEST, A DISTANCE OF 6.08 FEET); THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST, A DISTANCE OF 4.40 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST, A DISTANCE OF 0.60 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST, A DISTANCE OF 1.65 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST, A DISTANCE OF 0.60 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST, A DISTANCE OF 5.38 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST, A DISTANCE OF 4.24 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST, A DISTANCE OF 7.20 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST, A DISTANCE OF 9.36 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST, A DISTANCE OF 8.65 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST, A DISTANCE OF 9.37 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST, A DISTANCE OF 8.42 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST, A DISTANCE OF 3.95 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST, A DISTANCE OF 12.19 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST, A DISTANCE OF 21.14 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 10 SECONDS WEST, A DISTANCE OF 4.87 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST, A DISTANCE OF 12.73 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 10 SECONDS WEST, A DISTANCE OF 6.20 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST, A DISTANCE OF 22.68 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 10 SECONDS WEST, A DISTANCE OF 31.40 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION TO HEARTLAND HOUSING, INC., AN ILLINOIS NOT FOR PROFIT CORPORATION RECORDED JULY 23, 2007 AS DOCUMENT 0720433208, AS ASSIGNED TO ROOSEVELT SQUARE II LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, AND AS AMENDED BY THAT CERTAIN ASSIGNMENT AND ASSUMPTION AND AMENDMENT OF GROUND LEASE DATED JULY 20, 2007 AND RECORDED JULY 23, 2007 AS DOCUMENT 0720433209 AND AMENDED BY THAT CERTAIN ASSIGNMENT AND ASSUMPTION AND AMENDMENT OF GROUND LEASE DATED JUNE 26, 2009 AND RECORDED JULY 27, 2009 AS DOCUMENT 0920845050, WHICH GROUND LEASE DEMISING THE LAND FOR A TERM OF 99 YEARS BEGINNING ON THE LEASE COMMENCEMENT DATE JULY 20, 2007

PARCEL 7A:

THAT PART OF LOT 66 IN ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT ONE, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL

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MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 2007 AS DOCUMENT 0720115115, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING ABOVE ELEVATION 4.55 AND BENEATH ELEVATION 12.55 CITY OF CHICAGO DATUM, BEING A PART OF SAID LOT 66, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 66, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST TAYLOR STREET AND SOUTH THROOP STREET; THENCE SOUTH 89 DEGREES 58 MINUTES 27 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID WEST TAYLOR STREET, A DISTANCE OF 116.45 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 33 SECONDS WEST, A DISTANCE OF 26.96 FEET, TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 00 DEGREES 01 MINUTES 33 SECONDS WEST, A DISTANCE OF 72.91 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 27 SECONDS WEST, A DISTANCE OF 64.18 FEET, THENCE NORTH 00 DEGREES 01 MINUTES 33 SECONDS EAST A DISTANCE OF 22.91 FEET, THENCE SOUTH 89 DEGREES 58 MINUTES 27 SECONDS EAST, A DISTANCE OF 64.18 FEET TO THE POINT OF BEGINNING, ALL BEING SITUATED WITHIN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS.

ALSO ALL THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING ABOVE ELEVATION 14.30 AND BENEATH ELEVATION 27.76 CITY OF CHICAGO DATUM, BEING PART OF SAID LOT 66, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: TO WIT:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 66, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST TAYLOR STREET AND SOUTH THROOP STREET; THENCE SOUTH 89 DEGREES 58 MINUTES 27 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID WEST TAYLOR STREET, A DISTANCE OF 1.57 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 33 SECONDS WEST, A DISTANCE OF 3.37 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 89 DEGREES 58 MINUTES 27 SECONDS EAST, A DISTANCE OF 13.75 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 33 SECONDS EAST, A DISTANCE OF 1.56 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 27 SECONDS EAST, A DISTANCE OF 0.94 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 33 SECONDS EAST, A DISTANCE OF 0.49 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 27 SECONDS EAST, A DISTANCE OF 85.33 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 33 SECONDS WEST, A DISTANCE OF 0.49 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 27 SECONDS EAST, A DISTANCE OF 0.94 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 33 SECONDS WEST, A DISTANCE OF 1.56 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 27 SECONDS EAST A DISTANCE OF 14.42 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 31 SECONDS WEST, A DISTANCE OF 21.97 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 32 SECONDS WEST, A DISTANCE OF 0.49 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 33 SECONDS WEST, A DISTANCE OF 24.53 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 27 SECONDS WEST, A DISTANCE OF 27.91 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 33 SECONDS EAST, A DISTANCE OF 15.43 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 27 SECONDS WEST, A DISTANCE OF 1.32 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 33 SECONDS EAST, A DISTANCE OF 1.94 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 27 SECONDS WEST, A DISTANCE OF 3.54 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 33 SECONDS WEST, A DISTANCE OF 13.02 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 27 SECONDS WEST, A DISTANCE OF 1.71 FEET; THENCE SOUTH 00

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DEGREES 01 MINUTES 33 SECONDS WEST, A DISTANCE OF 4.34 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 27 SECONDS WEST, A DISTANCE OF 29.70 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 33 SECONDS EAST, A DISTANCE OF 17.47 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 27 SECONDS WEST A DISTANCE OF 40.22 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 33 SECONDS EAST, A DISTANCE OF 6.41 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS WEST, A DISTANCE OF 9.99 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 33 SECONDS EAST, A DISTANCE OF 0.66 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 0.49 FEET; THENCE NORTH 0 DEGREES 01 MINUTES 51 SECONDS EAST, A DISTANCE OF 21.97 FEET TO THE POINT OF BEGINNING, ALL BEING SITUATED WITHIN THE CITY OF CHICAGO, COUNTY OF COOK AND STATE OF ILLINOIS.

PARCEL 7A:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED JULY 23, 2007 AS DOCUMENT 0720433212 FOR STRUCTURAL SUPPORT; USE OF FACILITIES ON RESIDENTIAL PROPERTY WHICH PROVIDE LAND WITH UTILITIES AND OTHER SERVICES; ENCROACHMENTS; INGRESS AND EGRESS; USE OF COMMON WALLS, FLOORS AND CEILINGS; USE OF THE ROOF FOR INSTALLATION AND MAINTENANCE OF HEATING, VENTILATING, AIR CONDITIONING AND OTHER MECHANICAL EQUIPMENT; FOR INSTALLATION, USE AND MAINTENANCE OF TRASH RECEPTACLES; AND USE OF SHAFTS, PIPES DUCTS AND OTHER EQUIPMENT TO PROVIDE CONNECTIONS BETWEEN FACILITIES EQUIPMENT AND THE ROOFTOP EQUIPMENT.

PROPERTY ADDRESS OF REAL ESTATE:

1202 – 30 and 1251 – 59 West Taylor Street, Chicago, Illinois 60607

PERMANENT TAX INDEX NUMBERS:

17-17-323-037-0000
 17-17-323-039-0000
 17-17-323-041-0000
 17-17-323-043-0000
 17-17-323-045-0000
 17-17-323-047-0000
 17-17-333-048-0000