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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 02/07/2019 02:42 PM PG: 1 OF 15

ASSIGNMENT OF LEASES AND RENTS

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THIS ASSIGNMENT OF LEASES AND RENTS (this "**Assignment**"), made this 7th day of February, 2019, by POINTE 1900 RETAIL LLC, an Illinois limited liability company, whose post office address is c/o Rick Turner, Dynaprop Development Corp., 1933 S. Dearborn Street, Chicago, Illinois 60616 (hereinafter **collectively** referred to as the "**Assignor**"), to MINNESOTA LIFE INSURANCE COMPANY, a Minnesota corporation, whose address is c/o Securian Asset Management, Inc., 400 Robert Street North, St. Paul, Minnesota 55101-2098, Attention: Mortgage Servicing Dept. (hereinafter referred to as the "**Assignee**"), WITNESSETH:

FOR VALUE RECEIVED, the Assignor hereby grants, transfers and assigns to the Assignee all of the right, title and interest of the Assignor in and to all leases now or hereafter entered into whether oral or written which demise any portion of the real estate described in Exhibit "A" attached hereto (hereinafter referred to as the "**Premises**"), together with any and all extensions and renewals thereof (all such leases being hereinafter collectively referred to as the "**Leases**"), together with any guarantees of the tenants' obligations thereunder, together with the immediate and continuing right to collect and receive all rents, income, payments and profits arising out of said Leases or out of the Premises or any part thereof, together with the right to all proceeds payable to the Assignor pursuant to any purchase options on the part of the tenants under the Leases (the "**Tenants**"), together with all payments derived therefrom including but not limited to claims for the recovery of damages done to the Premises or for the abatement of any nuisance existing thereon, claims for damages resulting from default under said Leases whether resulting from acts of insolvency or acts of bankruptcy or otherwise, and lump sum payments for the cancellation of said Leases or the waiver of any obligation or term thereof prior to the expiration date and the return of any insurance premiums or ad valorem tax payments made in advance and subsequently refunded (hereinafter referred to as the "**Rents**"), all for the purpose of securing the following (hereinafter collectively referred to as the "**Indebtedness**"):

ONE. Payment of the indebtedness evidenced by that certain Promissory Note (hereinafter referred to as the "**Note**") (including any extensions or renewals thereof) in the principal sum of Four Million Six Hundred Fifty Thousand Dollars (\$4,650,000.00) dated of even date herewith, executed and delivered by the Assignor and payable to the order of the Assignee, secured by a Mortgage and Security Agreement and Fixture Financing Statement (hereinafter referred to as the "**Mortgage**") of same date from the Assignor to the Assignee upon the Premises, filed for record in the County of Cook, State of Illinois;

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TWO. Payment of all other sums with interest thereon becoming due and payable to the Assignee set forth herein and in the Note and the Mortgage;

THREE. Performance and discharge of each and every obligation, covenant and agreement of the Assignor set forth herein and in the Note and the Mortgage.

AND THE ASSIGNOR FURTHER AGREES, ASSIGNS AND COVENANTS:

1. Leases. The Assignor shall (i) perform and comply with, at its own cost and expense, all obligations, covenants and agreements under the Leases; (ii) use commercially reasonable efforts to enforce or secure the performance of each and every obligation and undertaking of the Tenants; (iii) not borrow against, pledge, or assign any of the Assignor's rights under the Leases or any rentals due thereunder; (iv) not consent to a subordination or assignment of the interest of the Tenants to any party other than the Assignee; (v) not collect Rents under the Leases for more than one (1) month in advance or reduce the amount of the Rents thereunder; and (vi) not incur any indebtedness to the Tenants without the prior written consent of the Assignee.
 - a. *Credit Leases*. With respect to all Leases of the Premises which demise more than twenty percent (20%) of the net rentable square feet of the Premises (when aggregated with all other Leases on the Premises with the same Tenant or a Tenant under common control with such Tenant) (hereinafter referred to as "**Credit Leases**"), the Assignor agrees that it will not (i) modify, extend, renew, terminate, accept a surrender of or in any way alter the terms of the Credit Leases nor waive, excuse, condone or in any manner release or discharge the Tenants of or from their obligations, or (ii) enter into any additional Credit Leases, each without the prior written consent of the Assignee.
 - b. *All Leases*. With respect to all Leases, Assignor covenants and agrees that: (i) it shall use the standard form lease which has been delivered to and approved by the Assignee as the basis for all new Leases or renewals of existing Leases executed on the Premises without material modification unless such material modification has been approved in writing by the Assignee; (ii) it shall lease all space on the Premises at market rental rates at the time of execution unless approved in writing by the Assignee; (iii) the Leases shall be made at arms-length in the ordinary course of Borrower's business with independent tenants unaffiliated with Borrower or its owners; (iv) it shall enter into leases with terms of ten (10) years or less (excluding any renewals thereon); and (v) any action taken with respect to any Lease shall be taken in the ordinary course of Assignor's business in conformance with commercially reasonable and prudent business practice. Assignor will deliver copies of all Lease amendments and new Leases to Assignee within thirty (30) days after execution whether or not the prior written consent of the Assignee was required for such amendment or new lease. Notwithstanding the above provisions, upon the occurrence and during the continuance of a default or an Event of Default, as defined in the Mortgage,

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all Leases and amendments to Leases shall require the prior written approval of the Assignee.

2. Protect Security. At the Assignor's sole cost and expense, to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of the lessor thereunder, and to pay all costs and expenses of the Assignee, including reasonable attorney's fees, in any such action or proceeding in which the Assignee in its sole discretion may appear.
3. Representations. With respect to the Leases disclosed to Assignee in the rent roll entitled "Pointe 1900 on State – 1900 South State Street", dated January 28, 2019 and certified by Assignor (the "**Rent Roll**"), the Assignor represents and warrants, for the purpose of inducing the Assignee to make the Loan, that: (a) it is now the absolute owner of the Leases with full right and title to assign the same and the Rents due thereunder; (b) the Leases are valid, in full force and effect and have not been terminated, modified or amended in any way; (c) as of the date hereof, the Tenants have unconditionally accepted their leased premises, are in actual occupancy thereof and are conducting business therefrom on a current rent-paying basis; (d) there are no outstanding assignments or pledges of the Leases or Rents due thereunder; (e) there are no existing defaults under the provisions of the Leases on the part of Borrower or to Borrower's best knowledge, on the part of any Tenant; (f) no Rents have been waived, anticipated, discounted, compromised or released, excepting any failure by a Tenant to pay Rent after the first (1st) day of the month but no later than the last day of such month; (g) the Tenants have no defenses, setoffs, or counterclaims against the Assignor; (h) unless otherwise indicated on the Rent Roll, none of the Tenants have an option or right of first refusal to purchase the Premises or any portion thereof or any right to shorten the term of its tenancy; (i) the Tenants are conducting business from their leased premises on a current rent-paying basis; (j) all tenant improvements with respect to the area demised by the Leases have been fully completed and paid for and the Assignor is not indebted to Tenants in any way for payment of the cost of such tenant improvements nor do any of the Tenants have a credit or right of setoff against rent due under the Lease in connection with the cost of such tenant improvements; (k) no Tenant has prepaid rent for more than one (1) month in advance; and (l) except for the Tenants and Leases, no person nor entity other than Assignor has any possessory rights in the Premises, and none of the Tenants claim to be in possession of all or any part of the Premises except under the terms of the Leases.
4. Present Assignment. This Assignment shall constitute a perfected, absolute and present assignment, provided, the Assignor shall have the right to collect, but not prior to accrual, all of the Rents and to retain, use and enjoy the same unless and until an Event of Default shall occur, as defined in the Mortgage. Except as permitted in Section 1 hereof, the Assignor hereby releases and surrenders to the Assignee all rights to amend, modify or in any way alter the Leases.
5. Remedies. Upon or at any time during the continuance of an Event of Default, as defined in the Mortgage, the Assignee, without regard to waste, adequacy of the

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security or solvency of the Assignor, may declare all Indebtedness immediately due and payable, may revoke the privilege granted the Assignor hereunder to collect the Rents, and may, at its option, without notice, either:

- a. In person or by agent, with or without taking possession of or entering the Premises, with or without bringing any action or proceeding, give, or require the Assignor to give, notice to the Tenants authorizing and directing the Tenants to pay all Rents directly to the Assignee; collect all of the Rents; enforce the payment thereof and exercise all of the rights of the Assignor under the Leases and all of the rights of the Assignee hereunder; and may enter upon, take possession of, manage and operate the Premises, or any part thereof; may cancel, enforce or modify the Leases, and fix or modify Rents, and do any acts which the Assignee deems proper to protect the security hereof; or
- b. Apply for appointment of a receiver in accordance with the statutes and law made and provided for, which receivership the Assignor hereby consents to, who shall collect the Rents; manage the Premises so as to prevent waste; execute leases within or beyond the period of receivership; perform the terms of this Assignment and apply the Rents as hereinafter provided.

The entering upon and taking possession of such Premises, the appointment of a receiver, the collection of such Rents and the application thereof as aforesaid shall not cure or waive any default or waive, modify or affect notice of default under the Mortgage or invalidate any act done pursuant to said notice, nor in any way operate to prevent the Assignee from pursuing any remedy which now or hereafter it may have under the terms and conditions of the Loan Documents. The rights and powers of the Assignee hereunder shall remain in full force and effect both prior to and after any foreclosure of the Mortgage and any sale pursuant thereto and until expiration of the period of redemption from said sale, regardless of whether a deficiency remains. The purchaser at any foreclosure sale, including the Assignee, shall have the right, at any time and without limitation, to advance money to any receiver appointed hereunder to pay any part or all of the items which the receiver would otherwise be authorized to pay if cash were available from the Premises and the sum so advanced, with interest at the Default Rate provided in the Note, shall be a part of the sum required to be paid to redeem from any foreclosure sale.

6. Application of Rents. Upon or at any time during the continuance of an Event of Default, as defined in the Mortgage, any Rents collected shall be applied in such order as Assignee shall deem proper to the operation and management of the Premises regardless of whether a receiver is appointed as provided for herein including: (a) to payment of all fees of any receiver appointed hereunder, (b) to application of the Tenant's security deposits, (c) to payment when due of prior or current real estate taxes or special assessments with respect to the Premises or, if the Mortgage so requires, to the periodic escrow for payment of the taxes or special assessments then due, (d) to payment when due of premiums for insurance of the type required by the Mortgage or, if the Mortgage so requires, to the periodic escrow for the payment of premiums then due, and (e) to payment of all expenses

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for normal maintenance of the Premises. Any Rents remaining after application of the above items shall be applied to the Indebtedness.

7. No Liability For The Assignee. The Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under said Leases nor shall this Assignment operate to place responsibility for the control, care, management or repair of the Premises upon the Assignee nor for the carrying out of any of the terms and conditions of said Leases; nor shall it operate to make the Assignee responsible or liable for any waste committed on the Premises, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of said Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger nor liable for laches or failure to collect the Rents and the Assignee shall be required to account only for such monies as are actually received by it. All actions taken by the Assignee pursuant to this Assignment shall be taken for the purposes of protecting the Assignee's security and the Assignor hereby agrees that nothing herein contained and no actions taken by the Assignee pursuant to this Assignment, including, but not limited to, the Assignee's approval or rejection of any Lease for any portion of the Premises, shall in any way alter or impact the obligation of the Assignor to pay the Indebtedness. The Assignor hereby waives any defense or claim that may now exist or hereinafter arise by reason of any action taken by the Assignee pursuant to this Assignment.
8. Assignor To Hold Assignee Harmless. The Assignor shall and does hereby agree to indemnify and to hold the Assignee harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases. Should the Assignee incur any such liability, or any costs or expenses in the defense of any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorney's fees, shall be secured hereby, shall be added to the Indebtedness and the Assignor shall reimburse the Assignee therefor immediately upon demand, and the continuing failure of the Assignor so to do shall constitute a default hereunder and an Event of Default under the Mortgage.
9. Security Deposits. The Assignor agrees upon demand to transfer to the Assignee any security deposits held by the Assignor under the terms of the Leases. The Assignor agrees that such security deposits may be held by the Assignee without any allowance of interest thereon, except statutory interest accruing to the benefit of the Tenants, and shall become the absolute property of the Assignee upon a default hereunder or an Event of Default under the Mortgage to be applied in accordance with the provisions of the Leases. Until the Assignee makes such demand and the deposits are paid over to the Assignee, the Assignee assumes no responsibility to the Tenants for any such security deposit.
10. Authorization to Tenants. The Tenants are hereby irrevocably authorized and directed to recognize the claims of the Assignee or any receiver appointed

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hereunder without investigating the reason for any action taken by the Assignee or such receiver, or the validity or the amount of indebtedness owing to the Assignee, or the existence of any default in the Note, the Mortgage, or under or by reason of this Assignment, or the application to be made by the Assignee or receiver. The Assignor hereby irrevocably directs and authorizes the Tenants to pay to the Assignee or such receiver all sums due under the Leases and consents and directs that said sums shall be paid to the Assignee or any such receiver in accordance with the terms of its receivership without the necessity for a judicial determination that a default has occurred hereunder or under the Mortgage or that the Assignee is entitled to exercise its rights hereunder, and to the extent such sums are paid to the Assignee or such receiver, the Assignor agrees that the Tenants shall have no further liability to the Assignor for the same. The sole signature of the Assignee or such receiver shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of the Assignee or such receiver for any sums received shall be a full discharge and release therefor to any such Tenants or occupants of the Premises. Checks for all or any part of the Rents collected under this Assignment shall upon notice from the Assignee or such receiver be drawn to the exclusive order of the Assignee or such receiver.

11. Satisfaction. Upon the payment in full of all Indebtedness as evidenced by a recorded satisfaction of the Mortgage executed by the Assignee, or its subsequent assign, this Assignment shall without the need for any further satisfaction or release become null and void and be of no further effect.
12. Assignee Creditor of The Tenants. Upon the occurrence and during the continuance of an Event of Default as defined in the Mortgage, the Assignor agrees that the Assignee, and not the Assignor, shall be and be deemed to be the creditor of the Tenants in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings affecting such Tenants (without obligation on the part of the Assignee, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditor's rights therein, and reserving the right to the Assignor to make such filing in such event) with an option to the Assignee to apply any money received by the Assignee as such creditor in reduction of the Indebtedness.
13. Assignee Attorney-In-Fact. The Assignor hereby irrevocably appoints the Assignee and its successors and assigns as its agent and attorney in fact, which appointment is coupled with an interest, to exercise any rights or remedies hereunder and to execute and deliver during the term of this Assignment such instruments as this Assignee may deem necessary to make this Assignment and any further assignment effective.
14. Subsequent Leases. Until the Indebtedness shall have been paid in full, the Assignor will deliver to the Assignee executed copies of any and all other and future Leases upon all or any part of the said Premises and agrees to make, execute and deliver unto the Assignee upon demand and at any time or times, any and all assignments and other instruments sufficient to assign the Leases and the Rents thereunder to the Assignee or that the Assignee may deem to be advisable for carrying out the true purposes and intent of this Assignment. From time to time

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upon request of the Assignee the Assignor agrees to furnish the Assignee with a rent roll of the Premises disclosing current tenancies, rents payable, and such other matters as the Assignee may request.

15. General Assignment of Leases And Rents. The rights contained in this Assignment are in addition to and shall be cumulative with the rights given and created in Article 6 of the Mortgage, assigning generally all leases, rents and profits of the Premises and shall in no way limit the rights created thereunder. The giving of this Assignment is a condition precedent of the Assignee's to the making of the loan evidenced by the Loan Documents.
16. No Mortgagee In Possession. Nothing herein contained and no actions taken pursuant to this Assignment shall be construed as constituting the Assignee a "Mortgagee in Possession."
17. Continuing Rights. The rights and powers of the Assignee or any receiver hereunder shall continue and remain in full force and effect until all Indebtedness, including any deficiency remaining from a foreclosure sale, are paid in full, and shall continue after commencement of a foreclosure action and, if the Assignee be the purchaser at the foreclosure sale, after foreclosure sale and until expiration of the equity of redemption.
18. Successors and Assigns. This Assignment and each and every covenant, agreement and provision hereof shall be binding upon the Assignor and its successors and assigns including without limitation each and every from time to time record owner of the Premises or any other person having an interest therein and shall inure to the benefit of the Assignee and its successors and assigns. As used herein the words "successors and assigns" shall also be deemed to mean the heirs, executors, representatives and administrators of any natural person who is or becomes a party to this Assignment.
19. Governing Law. This Assignment shall be governed by the laws of the State in which the Premises are located.
20. Validity Clause. It is the intent of this Assignment to confer to the Assignee the rights and benefits hereunder to the full extent allowable by law. The unenforceability or invalidity of any provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid. Any provisions found to be unenforceable shall be severable from this Assignment.
21. Notices. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing and either (a) mailed by United States postage pre-paid certified mail, return receipt requested, or (b) sent by a nationally recognized overnight carrier which provides for a return receipt. Any such notice shall be sent to the respective party's address as set forth on Page 1 of this Assignment or to such other address as such party may, by notice in writing, designate as its address. Any such notice shall constitute service of notice hereunder three (3) days after the mailing thereof by certified mail or one (1) day after the sending thereof by overnight carrier.

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22. Costs of Enforcement. Assignor agrees to pay the costs and expenses, including but not limited to reasonable attorneys' fees and all other out-of-pocket expenses incurred by Assignee in the exercise of any right or remedy available to it under this Assignment, whether or not suit is commenced including, without limitation, reasonable attorneys' fees and all other out-of-pocket expenses incurred in connection with any appeal of a lower court's order or judgment.
23. Non-Recourse Loan and Recourse Obligations. The liability of the Assignor for the Indebtedness and for the performance of the other agreements, covenants and obligations contained in the Note, the Mortgage, this Assignment and the other Loan Documents shall be limited as set forth in Section 19 of the Note.

[SIGNATURE APPEAR ON NEXT PAGE]

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IN WITNESS WHEREOF, the Assignor has caused this Assignment of Leases and Rents to be executed as of the date first above written.

ASSIGNOR

POINTE 1900 RETAIL LLC, an Illinois limited liability company

By: Dynaprop Development Corporation, an Illinois corporation, its Manager

By:

Patrick J. Turner
Patrick J. Turner
President

STATE OF ILLINOIS

COUNTY OF COOK

On the 7th day of February, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Patrick J. Turner, the President of Dynaprop Development Corporation, the Manager of Pointe 1900 Retail LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or person on behalf of which the individual acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Howard Adelstein

Notary Public

[SEAL]

My Commission expires: 7/16/20



[Signature Page – Assignment of Leases & Rents]

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EXHIBIT "A"
LEGAL DESCRIPTION

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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EXHIBIT A LEGAL DESCRIPTION

Order No.: 19000181LFE

For APN/Parcel ID(s): 17-21-414-010-0000

PARCEL 1:

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +13.46 FEET CHICAGO CITY DATUM AND LYING AT AND BELOW A HORIZONTAL PLANE AT ELEVATION +28.79 FEET CHICAGO CITY DATUM OF THAT PART OF LOTS 1 AND 2 IN BLOCK 32 IN CANAL TRUSTEES NEW SUBDIVISION OF BLOCKS IN EAST FRACTIONAL SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 03 MINUTES 47 SECONDS EAST, A DISTANCE OF 121.69 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 34.48 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 9.20 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 25.60 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 4.72 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 9.41 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 22.49 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 12 SECONDS WEST, A DISTANCE OF 7.87 FEET; THENCE SOUTH 58 DEGREES 03 MINUTES 42 SECONDS WEST, A DISTANCE OF 11.14 FEET; THENCE NORTH 31 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 11.60 FEET; THENCE NORTH 58 DEGREES 08 MINUTES 39 SECONDS EAST, A DISTANCE OF 10.71 FEET; THENCE A DISTANCE OF 21.13 FEET ALONG AN ARC OF A CIRCLE, CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 15.18 FEET AND WHOSE CHORD OF 19.46 FEET BEARS NORTH 19 DEGREES 55 MINUTES 01 SECONDS EAST; THENCE NORTH 31 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 9.40 FEET; THENCE SOUTH 58 DEGREES 08 MINUTES 39 SECONDS WEST, A DISTANCE OF 38.06 FEET; THENCE SOUTH 31 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 15.47 FEET; THENCE SOUTH 58 DEGREES 08 MINUTES 39 SECONDS WEST, A DISTANCE OF 28.67 FEET; THENCE NORTH 31 DEGREES 54 MINUTES 03 SECONDS WEST, A DISTANCE OF 18.12 FEET; THENCE NORTH 58 DEGREES 08 MINUTES 39 SECONDS EAST, A DISTANCE OF 3.68 FEET; THENCE SOUTH 31 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 2.64 FEET; THENCE NORTH 58 DEGREES 08 MINUTES 39 SECONDS EAST, A DISTANCE OF 5.13 FEET; THENCE NORTH 31 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 32.02 FEET; THENCE NORTH 58 DEGREES 08 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.02 FEET; THENCE NORTH 31 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 4.78 FEET; THENCE NORTH 58 DEGREES 08 MINUTES 39 SECONDS EAST, A DISTANCE OF 175.38 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +13.46 FEET CHICAGO CITY DATUM AND LYING AT AND BELOW A HORIZONTAL PLANE AT ELEVATION +28.79 FEET CHICAGO CITY DATUM OF THAT PART OF LOTS 2 TO 5, BOTH INCLUSIVE, IN BLOCK 32 IN CANAL TRUSTEES NEW SUBDIVISION OF BLOCKS IN EAST FRACTIONAL SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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LEGAL DESCRIPTION

(continued)

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 03 MINUTES 47 SECONDS EAST, A DISTANCE OF 129.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 03 MINUTES 47 SECONDS EAST, A DISTANCE OF 163.89 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 51.96 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 6.59 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 5.50 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 3.44 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 5.50 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 0.30 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 18.39 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 58 SECONDS WEST, A DISTANCE OF 146.46 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 25.71 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 7.70 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 44.51 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +12.80 FEET CHICAGO CITY DATUM OF THAT PART OF LOTS 2 TO 5, BOTH INCLUSIVE, TOGETHER WITH A PART OF THE VACATED 30 FOOT ALLEY, LYING WEST OF AND ADJOINING THE WEST LINE OF SAID LOTS 2 TO 5 IN BLOCK 32 IN CANAL TRUSTEES NEW SUBDIVISION OF BLOCKS IN EAST FRACTIONAL SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 70.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 64.97 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 16 SECONDS WEST, A DISTANCE OF 76.72 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 07 SECONDS WEST, A DISTANCE OF 26.96 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 37 SECONDS EAST, A DISTANCE OF 15.83 FEET; THENCE NORTH 31 DEGREES 44 MINUTES 44 SECONDS WEST, A DISTANCE OF 16.35 FEET; THENCE NORTH 57 DEGREES 48 MINUTES 37 SECONDS EAST, A DISTANCE OF 57.50 FEET; THENCE SOUTH 31 DEGREES 54 MINUTES 03 SECONDS EAST, A DISTANCE OF 1.25 FEET; THENCE NORTH 58 DEGREES 03 MINUTES 42 SECONDS EAST, A DISTANCE OF 51.87 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 12 SECONDS EAST, A DISTANCE OF 7.15 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 58 SECONDS EAST, A DISTANCE OF 163.43 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +12.80 FEET CHICAGO CITY DATUM OF THAT PART OF THE VACATED 30 FOOT ALLEY, LYING WEST OF AND ADJOINING THE WEST LINE OF LOT 5 IN BLOCK 32 IN CANAL TRUSTEES NEW SUBDIVISION OF BLOCKS IN EAST FRACTIONAL SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 162.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 13.40 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 37 SECONDS EAST, A DISTANCE OF

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LEGAL DESCRIPTION

(continued)

24.42 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 23 SECONDS EAST, A DISTANCE OF 13.40 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 37 SECONDS WEST, A DISTANCE OF 24.42 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF LOTS 2 AND 3, AND ALL OF LOTS 6 AND 7, TOGETHER WITH A PART OF THE VACATED 30 FOOT ALLEY LYING EAST OF AND ADJOINING EAST LINE OF SAID LOT 6 AND LYING WEST OF AND ADJOINING THE WEST LINE OF SAID LOTS 2 AND 3 IN BLOCK 32 IN CANAL TRUSTEES NEW SUBDIVISION OF BLOCKS IN EAST FRACTIONAL SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 5A:

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +13.46 FEET CHICAGO CITY DATUM AND LYING AT AND BELOW A HORIZONTAL PLANE AT ELEVATION +28.79 FEET CHICAGO CITY DATUM OF THAT PART OF LOTS 6 AND 7 IN BLOCK 32 IN CANAL TRUSTEES NEW SUBDIVISION OF BLOCKS IN EAST FRACTIONAL SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7; THENCE NORTH 58 DEGREES 08 MINUTES 39 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 7, SAID LINE ALSO BEING THE SOUTHEASTERLY LINE OF SOUTH ARCHER AVENUE, A DISTANCE OF 58.97 FEET; THENCE SOUTH 31 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 5.77 FEET; THENCE NORTH 58 DEGREES 08 MINUTES 39 SECONDS EAST, A DISTANCE OF 0.61 FEET; THENCE SOUTH 31 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 7.59 FEET; THENCE SOUTH 58 DEGREES 08 MINUTES 39 SECONDS WEST, A DISTANCE OF 7.49 FEET; THENCE SOUTH 31 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 9.45 FEET; THENCE NORTH 58 DEGREES 08 MINUTES 39 SECONDS EAST, A DISTANCE OF 8.05 FEET; THENCE SOUTH 31 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 16.80 FEET; THENCE SOUTH 58 DEGREES 08 MINUTES 39 SECONDS WEST, A DISTANCE OF 21.30 FEET; THENCE SOUTH 31 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 15.63 FEET; THENCE NORTH 58 DEGREES 08 MINUTES 39 SECONDS EAST, A DISTANCE OF 13.09 FEET; THENCE SOUTH 76 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 13.50 FEET; THENCE SOUTH 31 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 5.50 FEET; THENCE SOUTH 58 DEGREES 06 MINUTES 03 SECONDS WEST, A DISTANCE OF 21.88 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 38.68 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 20.65 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 9.40 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOTS 6 AND 7, SAID LINE ALSO BEING THE NORTH LINE OF WEST CULLERTON STREET, A DISTANCE OF 49.54 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 13 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 7, SAID LINE ALSO BEING THE EAST LINE OF SOUTH DEARBORN STREET, A DISTANCE OF 86.83 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5B:

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +13.46 FEET CHICAGO CITY DATUM AND LYING AT AND BELOW A HORIZONTAL PLANE AT

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LEGAL DESCRIPTION

(continued)

ELEVATION +28.79 FEET CHICAGO CITY DATUM OF THAT PART OF LOTS 2, 3, 6 AND 7 TOGETHER WITH A PART OF THE VACATED 30 FOOT ALLEY LYING EAST OF AND ADJOINING THE EAST LINE OF SAID LOT 6 AND LYING WEST OF AND ADJOINING THE WEST LINE OF SAID LOTS 2 AND 3, IN BLOCK 32 IN CANAL TRUSTEES NEW SUBDIVISION OF BLOCKS IN EAST FRACTIONAL SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7; THENCE NORTH 58 DEGREES 08 MINUTES 39 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF SAID LOTS 6 AND 7 AND THE NORTHWESTERLY LINE OF SAID VACATED 30 FOOT ALLEY, SAID LINE ALSO BEING THE SOUTHEASTERLY LINE OF SOUTH ARCHER AVENUE, A DISTANCE OF 70.24 FEET; THENCE CONTINUING NORTH 58 DEGREES 08 MINUTES 39 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 135.45 FEET; THENCE SOUTH 31 DEGREES 54 MINUTES 03 SECONDS EAST, A DISTANCE OF 58.65 FEET; THENCE SOUTH 57 DEGREES 48 MINUTES 37 SECONDS WEST, A DISTANCE OF 57.50 FEET; THENCE SOUTH 31 DEGREES 44 MINUTES 44 SECONDS EAST, A DISTANCE OF 0.96 FEET; THENCE SOUTH 58 DEGREES 06 MINUTES 03 SECONDS WEST, A DISTANCE OF 80.05 FEET; THENCE NORTH 31 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 30.61 FEET; THENCE NORTH 58 DEGREES 08 MINUTES 39 SECONDS EAST, A DISTANCE OF 1.50 FEET; THENCE NORTH 31 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 9.76 FEET; THENCE NORTH 58 DEGREES 08 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.50 FEET; THENCE NORTH 31 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 1.09 FEET; THENCE NORTH 58 DEGREES 08 MINUTES 39 SECONDS EAST, A DISTANCE OF 6.15 FEET; THENCE NORTH 31 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 19.82 FEET; THENCE SOUTH 58 DEGREES 08 MINUTES 39 SECONDS WEST, A DISTANCE OF 8.11 FEET; THENCE NORTH 31 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 8.68 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 5C:

THAT PART OF LOTS 6 AND 7, TOGETHER WITH A PART OF THE VACATED 30 FOOT ALLEY LYING EAST OF AND ADJOINING EAST LINE OF SAID LOT 6, IN BLOCK 32 IN CANAL TRUSTEES NEW SUBDIVISION OF BLOCKS IN EAST FRACTIONAL SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE SOUTH LIEN OF SAID LOT 7, SAID LINE ALSO BEING THE NORTH LINE OF WEST CULLERTON STREET, A DISTANCE OF 70.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 48.08 FEET; THENCE NORTH 58 DEGREES 06 MINUTES 03 SECONDS EAST, A DISTANCE OF 108.96 FEET; THENCE SOUTH 31 DEGREES 44 MINUTES 44 SECONDS EAST, A DISTANCE OF 15.39 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 37 SECONDS WEST, A DISTANCE OF 68.15 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 23 SECONDS WEST, A DISTANCE OF 13.40 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 37 SECONDS WEST, A DISTANCE OF 24.42 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID SOUTH LINE OF LOTS 6 AND 7, AND SAID SOUTH LINE OF VACATED 30 FOOT ALLEY, SAID LINE ALSO BEING THE NORTH LINE OF WEST CULLERTON STREET, A DISTANCE OF 87.19 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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(continued)

TOGETHER WITH ALL APPURTENANT EASEMENTS AND RIGHTS UNDER THE OPERATION AND RECIPROCAL EASEMENT AGREEMENT DATED JULY 28, 2004 AND RECORDED JULY 30, 2004, AS DOCUMENT NUMBER 0421218002, AS AMENDED BY FIRST AMENDMENT TO OPERATION AND RECIPROCAL EASEMENT AGREEMENT RECORDED SEPTEMBER 27, 2006, AS DOCUMENT NUMBER 0627016033.

For APN/Parcel ID(s): 17-21-414-011-1220, 17-21-414-011-1222, 17-21-414-011-1223,
17-21-414-011-1224, 17-21-414-011-1225 and 17-21-414-011-1243

PARCEL 6:

UNITS G-89, G-91, G-92, G-93, G-94, AND G-112 IN POINTE1900 ON STATE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF LOTS 2 AND 3, AND ALL OF LOTS 6 AND 7, TOGETHER WITH A PART OF THE VACATED 30 FOOT ALLEY LYING EAST OF AND ADJOINING EAST LINE OF SAID LOT 6 AND LYING WEST OF AND ADJOINING THE WEST LINE OF SAID LOTS 2 AND 3, IN BLOCK 32 IN CANAL TRUSTEES NEW SUBDIVISION OF BLOCKS IN EAST FRACTIONAL SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

WHICH SURVEY IS ATTACHED AS EXHIBIT "E" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0421739021, AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PARCEL 6A:

TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS AND ALL APPURTENANT EASEMENTS AND RIGHTS UNDER THE DECLARATION OF CONDOMINIUM RECORDED AUGUST 4, 2004, AS DOCUMENT NUMBER 0421739021, AS AMENDED BY THE FIRST AMENDMENT, RECORDED DECEMBER 30, 2004, AS DOCUMENT NUMBER 0436502086, BY THE SECOND AMENDMENT, RECORDED SEPTEMBER 27, 2006, AS DOCUMENT NUMBER 0627016084 AND BY THIRD AMENDMENT RECORDED JUNE 13, 2017, AS DOCUMENT NUMBER 1716406134.