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This Assignment was prepared by and after recording should be returned to:



1920534088

Morrison & Foerster LLP
250 West 55th Street
New York, New York 10019
Attn: Thomas P. McGovern, Esq.

Doc# 1920534088 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 07/24/2019 11:02 AM PG: 1 OF 11

NCS 920324

2/3

(space above reserved for recorder's use)

ASSIGNMENT OF LEASES AND RENTS

made by

QUIET PROPERTY CHICAGO, LLC,
as Borrower

in favor of

CANADIAN IMPERIAL BANK OF COMMERCE, acting through its New York Branch,
as Administrative Agent

DATED: as of July 18, 2019

Property Location: 930 West Evergreen Avenue and
1333 North Hickory Avenue
Chicago, Illinois

ny-1674139

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ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this “**Assignment**”) is made as of the 18th day of July, 2019, by **QUIET PROPERTY CHICAGO, LLC**, a Delaware limited liability company, as assignor (“**Borrower**”), in favor of **CANADIAN IMPERIAL BANK OF CANADA, acting through its New York Branch**, as administrative agent for the Lenders (as hereinafter defined), as assignee (together with its successors and assigns in such capacity, “**Administrative Agent**”), whose address is One South Wacker Drive, Suite 3500, Chicago, Illinois 60606.

WITNESSETH:

WHEREAS, Borrower, the lenders party thereto (each a “**Lender**” and collectively, the “**Lenders**”) and Administrative Agent have entered into a Loan Agreement dated as of the date hereof (as amended, modified, restated, consolidated, replaced or supplemented from time to time, the “**Loan Agreement**”), pursuant to which the Lenders are making a secured loan to Borrower in the principal amount of up to Fifty Million Eight Hundred Thirty-Four Thousand and 00/100 Dollars (\$50,834,000.00) (the “**Loan**”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement. The Loan is evidenced by one or more Promissory Notes dated as of the date hereof made by Borrower to the respective order of each Lender in the aggregate principal amount of the Loan (as the same may be amended, modified, restated, severed, consolidated, renewed, replaced, extended, or supplemented from time to time, individually or collectively as the context requires, the “**Note**”);

WHEREAS, the Note is secured by that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof (as amended, consolidated or modified from time to time the “**Security Instrument**”), made by Borrower, as mortgagor, in favor of Administrative Agent (for the benefit of the Lenders), as mortgagee, encumbering that certain real property situated in Chicago, Illinois as is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “**Real Estate**”), and all buildings and other improvements now or hereafter located thereon (collectively, the “**Improvements**”) (the Real Estate and the Improvements are hereinafter sometimes collectively referred to as the “**Property**”); and

WHEREAS, Borrower is desirous of further securing to Administrative Agent (for the benefit of the Lenders) the performance of the terms, covenants and agreements hereof and of the Note, the Loan Agreement, the Security Instrument and each other document evidencing, securing, guaranteeing or otherwise relating to the indebtedness evidenced by the Note (the Note, the Loan Agreement, the Security Instrument and such other documents, as each of the foregoing may from time to time be amended, consolidated, renewed or replaced, being collectively referred to herein as the “**Loan Documents**”).

NOW, THEREFORE, in consideration of the making of the Loan by the Lenders and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower does hereby irrevocably, absolutely and unconditionally transfer, sell,

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assign, pledge and convey to Administrative Agent (for the benefit of the Lenders), its successors and assigns, all of the right, title and interest of Borrower in and to (the “**Assigned Property**”):

(a) any and all leases, subleases, licenses, rental agreements and occupancy agreements of whatever form now or hereafter affecting all or any part of the Property and any and all guarantees, extensions, renewals, replacements and modifications thereof (collectively, the “**Leases**”); and

(b) all deposits (whether for security or otherwise), rents, issues, profits, revenues, royalties, accounts, rights, benefits and income of every nature of and from the Property, including, without limitation, minimum rents, additional rents, termination payments, forfeited security deposits, liquidated damages following default and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability due to destruction or damage to the Property, together with the immediate and continuing right to collect and receive the same, whether now due or hereafter becoming due, and together with all rights and claims of any kind that Borrower may have against any Tenant, lessee or licensee under the Leases or against any other occupant of the Property (collectively, the “**Rents**”).

TO HAVE AND TO HOLD the same unto Administrative Agent (for the benefit of the Lenders), its successors and assigns.

IT IS AGREED that, notwithstanding that this instrument is a present, absolute and executed assignment of the Rents and of the Leases and a present, absolute and executed grant of the powers herein granted to Administrative Agent (for the benefit of the Lenders), Borrower is hereby permitted, at the sufferance of Administrative Agent and at its discretion, and is hereby granted a license by Administrative Agent, to retain possession of the Leases and to collect and retain the Rents unless and until there shall be an “**Event of Default**” (as hereinafter defined) under the terms of this Assignment or any of the other Loan Documents. Upon and during the continuation of an Event of Default, the aforementioned license granted to Borrower shall automatically terminate without notice to Borrower, and Administrative Agent may thereafter, without taking possession of the Property, take possession of the Leases and collect the Rents. Further, from and after such termination, Borrower shall be the agent of Administrative Agent in collection of the Rents, and any Rents so collected by Borrower shall be held in trust by Borrower for the sole and exclusive benefit of Administrative Agent and Borrower shall within one (1) Business Day after receipt of any Rents, pay the same to Administrative Agent to be applied by Administrative Agent as hereinafter set forth. Furthermore, from and after such Event of Default and termination of the aforementioned license, Administrative Agent shall have the right and authority, without any notice whatsoever to Borrower and without regard to the adequacy of the security therefor, to: (a) make application to a court of competent jurisdiction for appointment of a receiver for all or any part of the Property, as particularly set forth in the Security Instrument; (b) manage and operate the Property, with full power to employ agents to manage the same; (c) demand, collect, receive and sue for the Rents, including those past due and unpaid; and (d) do all acts relating to such management of the Property, including, but not limited to, negotiation of new Leases, making adjustments of existing Leases, contracting and paying for repairs and replacements to the Improvements and to the fixtures, equipment and personal property located in the Improvements or used in any way in the operation, use and occupancy of the Property as in the sole subjective judgment and discretion of Administrative Agent may be necessary to maintain the same

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in a tenantable condition, purchasing and paying for such additional furniture and equipment as in the sole subjective judgment of Administrative Agent may be necessary to maintain a proper rental income from the Property, employing necessary managers and other employees, purchasing fuel, providing utilities and paying for all other expenses incurred in the operation of the Property, maintaining adequate insurance coverage over hazards customarily insured against and paying the premiums therefor. Administrative Agent shall apply the Rents received by Borrower from the Property, after deducting the costs of collection thereof, including, without limitation, reasonable attorneys' fees and a reasonable management fee for any management agent so employed, against amounts expended for repairs, upkeep, maintenance, service, fuel, utilities, taxes, assessments, insurance premiums and such other expenses as Administrative Agent incurs in connection with the operation of the Property and against interest, principal, required escrow deposits and other sums which have or which may become due, from time to time, under the terms of the Loan Documents, in such order or priority as to any of the items so mentioned as Administrative Agent, in its sole subjective discretion, may determine. The exercise by Administrative Agent of the rights granted Administrative Agent in this paragraph, and the collection of, the Rents and the application thereof as herein provided, shall not be considered a waiver by Administrative Agent of any Event of Default under the Loan Documents or prevent foreclosure of any liens on the Property nor shall such exercise make Administrative Agent liable under any of the Leases, Administrative Agent hereby expressly reserving all of its rights and privileges under the Security Instrument, the Loan Agreement and the other Loan Documents as fully as though this Assignment had not been entered into.

Without limiting the rights granted hereinabove, during the continuance of an Event of Default, Administrative Agent may, but shall not be obligated to, without prior notice to or demand on Borrower, and without releasing Borrower from any obligation hereof, make or perform the same in such manner and to such extent as Administrative Agent may deem necessary to protect the security hereof, including specifically, without limitation, appearing in and defending any action or proceeding purporting to affect the security hereof or the rights or powers of Administrative Agent, performing or discharging any obligation, covenant or agreement of Borrower under any of the Leases, and, in exercising any of such powers, paying all necessary costs and expenses, employing counsel and incurring and paying attorneys' fees. Any sum advanced or paid by Administrative Agent for any such purpose, including, without limitation, reasonable attorneys' fees, together with interest thereon at the Default Rate (as defined in the Loan Agreement) from the date paid or advanced by Administrative Agent until repaid by Borrower, shall immediately be due and payable to Administrative Agent by Borrower on demand and shall be secured by the Security Instrument and by all of the other Loan Documents securing all or any part of the indebtedness evidenced by the Note.

IT IS FURTHER AGREED that this Assignment is made upon the following terms, covenants and conditions:

1. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Property upon Administrative Agent, nor for the performance of any of the terms and conditions of any of the Leases, nor shall it operate to make Administrative Agent responsible or liable for any waste committed on the Property by Tenants or any other party or for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control of the Property. Administrative Agent

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shall not be liable for any loss sustained by Borrower resulting from Administrative Agent's failure to let the Property or from any other act or omission of Administrative Agent in managing the Property. Borrower shall and does hereby indemnify and hold Administrative Agent and the Lenders harmless from and against any and all liability, loss, claim, demand or damage (other than special, consequential or punitive damages (except to the extent assessed against or incurred by Administrative Agent or any Lender in favor of a third party as a result of acts or omissions for which Administrative Agent and the Lenders are indemnified hereunder)) which may or might be incurred by reason of this Assignment (except to the extent that such loss results from the gross negligence or willful misconduct of Administrative Agent or any Lender), including, without limitation, claims or demands for security deposits from Tenants of space in the Improvements deposited with Borrower which were not subsequently deposited with Administrative Agent, and from and against any and all claims and demands whatsoever which may be asserted against Administrative Agent by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases. Should Administrative Agent or any Lender incur any liability by reason of this Assignment or in defense of any claim or demand for loss or damage as provided above, the amount thereof, including, without limitation, reasonable costs, expenses and attorneys' fees, together with interest thereon at the Default Rate from the date paid or incurred by Administrative Agent or such Lender until repaid by Borrower, shall be immediately due and payable to Administrative Agent or such Lender by Borrower upon demand and shall be secured by the Security Instrument and by all of the other Loan Documents securing all or any part of the indebtedness evidenced by the Note.

2. This Assignment shall not be construed as making Administrative Agent or any Lender a mortgagee in possession prior to Administrative Agent's taking of actual possession of the Property following an Event of Default. In the exercise of the powers herein granted Administrative Agent, no liability shall be asserted or enforced against Administrative Agent or any Lender, all such liability being expressly waived and released by Borrower.

3. Administrative Agent is obligated to account to Borrower only for such Rents as are actually collected or received by Administrative Agent.

4. Borrower hereby further presently and absolutely assigns to Administrative Agent (for the benefit of the Lenders), subject to the terms and provisions of this Assignment (including, without limitation, the license granted to Borrower herein): (a) any award or other payment which Borrower may hereafter become entitled to receive with respect to any of the Leases as a result of or pursuant to any bankruptcy, insolvency or reorganization or similar proceedings involving Tenants under such Leases; and (b) any and all payments made by or on behalf of any Tenant in lieu of Rent. Borrower hereby irrevocably appoints Administrative Agent as its attorney-in-fact to, from and after the occurrence and during the continuance of an Event of Default by Borrower hereunder or under any of the other Loan Documents which has not been cured within any applicable grace or cure period, appear in any such proceeding and to collect any such award or payment, which power of attorney is coupled with an interest by virtue of this Assignment and is irrevocable so long as any sums are outstanding under the loan evidenced by the Note. Upon issuance of a deed or deeds pursuant to a foreclosure of the Security Instrument, all right, title and interest of Borrower in and to the Leases shall, by virtue of this instrument, be vested in the grantee or grantees in such deed or deeds without any further act or assignment by Borrower. Borrower

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hereby irrevocably appoints Administrative Agent, and its successors and assigns, as its agent for further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose.

5. The representations and warranties set forth in Section 4.1(ee) of the Loan Agreement are hereby incorporated into this Assignment by this reference as if fully set forth herein.

6. Borrower covenants and agrees that Borrower shall comply with all covenants and agreements set forth in Section 4.10 of the Loan Agreement, all of which are incorporated herein by reference.

7. Borrower covenants and agrees that Borrower shall, at its sole cost and expense, 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 landlord or tenant thereunder, and shall pay on demand all reasonable costs and expenses, including, without limitation, attorneys' fees, which Administrative Agent may incur in connection with Administrative Agent's appearance, voluntary or otherwise, in any such action or proceeding, together with interest thereon at the Default Rate from the date incurred by Administrative Agent until repaid by Borrower.

8. At any time, Administrative Agent may, at its option, notify any Tenants or other parties of the existence of this Assignment. Borrower does hereby irrevocably (until satisfaction of the Loan) and specifically authorize, instruct and direct each and every present and future Tenant, lessee and licensee of the whole or any part of the Property to pay all unpaid and future Rents to Administrative Agent upon receipt of demand from Administrative Agent to so pay the same during the continuance of an Event of Default and Borrower hereby agrees that each such present and future Tenant, lessee and licensee may rely upon such written demand from Administrative Agent to so pay said Rents without any inquiry into whether there exists an Event of Default hereunder or under the other Loan Documents or whether Administrative Agent is otherwise entitled to said Rents. Borrower hereby waives any right, claim or demand which Borrower may now or hereafter have against any present or future Tenant, lessee or licensee by reason of such payment of Rents to Administrative Agent, and any such payment shall discharge such Tenant's, lessee's or licensee's obligation to make such payment to Borrower.

9. Administrative Agent may take or release any security for the indebtedness evidenced by the Note, may release any party primarily or secondarily liable for the indebtedness evidenced by the Note, may grant extensions, renewals or indulgences with respect to the indebtedness evidenced by the Note and, during the continuance of an Event of Default, may apply any other security therefor held by it to the satisfaction of any indebtedness evidenced by the Note without prejudice to any of its rights hereunder.

10. The acceptance of this Assignment and the collection of the Rents in the event Borrower's license is terminated, as referred to above, shall be without prejudice to Administrative Agent. The rights of Administrative Agent hereunder are cumulative and concurrent, may be pursued separately, successively or together and may be exercised as often as occasion therefor shall arise, it being agreed by Borrower that the exercise of any one or more of the rights provided for herein shall not be construed as a waiver of any of the other rights or remedies of

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Administrative Agent, at law or in equity or otherwise, so long as any obligation under the Loan Documents remains unsatisfied.

11. All rights of Administrative Agent hereunder shall inure to the benefit of its successors and assigns, and all obligations of Borrower shall bind its successors and assigns and any subsequent owner of the Property. All rights of Administrative Agent in, to and under this Assignment shall pass to and may be exercised by any assignee of such rights of Administrative Agent. Borrower hereby agrees that if Administrative Agent gives notice to Borrower of an assignment of said rights as permitted under the terms of the Loan Agreement, upon such notice the liability of Borrower to the assignee of the Administrative Agent shall be immediate and absolute. Borrower will not set up any claim against Administrative Agent or any intervening assignee as a defense, counterclaim or set-off to any action brought by Administrative Agent or any intervening assignee for any amounts due hereunder or for possession of or the exercise of rights with respect to the Leases or the Rents.

12. It shall be an "Event of Default" hereunder if Borrower shall be in breach of any covenant or agreement contained herein beyond any applicable notice and cure periods or if any Event of Default shall occur under the Loan Agreement. Upon the occurrence and during the continuance of an Event of Default hereunder, Administrative Agent may exercise any and all of the rights and remedies provided for herein, at any time, and from time to time, in Administrative Agent's sole and absolute discretion. An Event of Default hereunder shall be a default (or, if applicable, an "Event of Default") under each of the other Loan Documents.

13. Failure by Administrative Agent to exercise any right which it may have hereunder shall not be deemed a waiver thereof unless so agreed in writing by Administrative Agent, and the waiver by Administrative Agent of any default hereunder shall not constitute a continuing waiver or a waiver of any other default or of the same default on any future occasion. No collection by Administrative Agent of any Rents pursuant to this Assignment shall constitute or result in a waiver of any Default or Event of Default then existing hereunder or under any of the other Loan Documents.

14. If any provision under this Assignment or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Assignment and the application of the provisions hereof to other Persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

15. This Assignment may not be amended, modified or otherwise changed except by a written instrument duly executed by Borrower and Administrative Agent.

16. This Assignment shall be in full force and effect continuously from the date hereof to and until the payment, discharge, and performance of any and all indebtedness and obligations evidenced by the Note and the Loan Agreement or secured or guaranteed by any of the Loan Documents, and the release of the Security Instrument shall, for all purposes, automatically terminate this Assignment and render this Assignment null and void and of no effect whatsoever.

17. In case of a conflict between any provision of this Assignment and any provision of the Loan Agreement or the Security Instrument, the provision of the Loan Agreement

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or the Security Instrument, as applicable, shall prevail and be controlling. In case of any conflict between any provision of this Assignment and any provision of any other Loan Document, the provision selected by Administrative Agent in its sole subjective discretion shall prevail and be controlling.

18. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be given and become effective as provided in the Loan Agreement.

19. With respect to matters relating to the creation, perfection and procedures relating to the enforcement of the liens created pursuant to this Assignment, this Assignment shall be governed by, and construed in accordance with, the laws of the State of Illinois (without regard to conflict of law provisions thereof), it being understood that, except as expressly set forth above in this Section 19 and to the fullest extent permitted by the law of the State of Illinois and pursuant to Section 5-1401 of the General Obligations Law of the State of New York, the law of the State of New York (without regard to conflict of law provisions thereof except for the provisions of Section 5-1401 of the General Obligations Law of the State of New York) shall govern all matters relating to this Assignment and the other Loan Documents and all of the indebtedness or obligations arising hereunder or thereunder. All provisions of the Loan Documents incorporated herein by reference shall be governed by, and construed in accordance with, the laws of the State of New York pursuant to Section 5-1401 of the General Obligations Law of the State of New York, as set forth in the governing law provision of the applicable Loan Document.

20. This Assignment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Assignment may be detached from any counterpart of this Assignment without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Assignment identical in form hereto but having attached to it one or more additional signature pages.

21. In addition to, but not in lieu of, any other rights hereunder, Administrative Agent shall have the right to institute suit and obtain a protective or mandatory injunction against Borrower to prevent a breach or default, or to reinforce the observance, of the agreements, covenants, terms and conditions contained herein, as well as the right to damages occasioned by any breach or default by Borrower.

22. This Assignment shall continue and remain in full force and effect during any period of foreclosure with respect to the Property.

23. Borrower hereby covenants and agrees that Administrative Agent shall be entitled to all of the rights, remedies and benefits available by statute, at law, in equity or as a matter of practice for the enforcement and perfection of the intents and purposes hereof. Administrative Agent shall, as a matter of absolute right, be entitled, upon application to a court of applicable jurisdiction, and without notice to Borrower, to the appointment of a receiver to obtain and secure the rights of Administrative Agent hereunder and the benefits intended to be provided to Administrative Agent hereunder.

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24. The provisions of Section 8.16 and Section 8.29 of the Loan Agreement are hereby incorporated by reference into this Assignment to the same extent and with the same force as if fully set forth herein.

25. (a) EACH OF BORROWER, AND, BY ACCEPTING THIS ASSIGNMENT, ADMINISTRATIVE AGENT AND THE LENDERS, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, (A) SUBMITS TO PERSONAL JURISDICTION IN THE STATE OF NEW YORK OVER ANY SUIT, ACTION OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THIS ASSIGNMENT, (B) AGREES THAT ANY SUCH ACTION, SUIT OR PROCEEDING MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION OVER THE COUNTY OF NEW YORK, (C) SUBMITS TO THE JURISDICTION OF SUCH COURTS AND, (D) TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER AGREES THAT IT WILL NOT BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM (BUT NOTHING HEREIN SHALL AFFECT THE RIGHT OF ADMINISTRATIVE AGENT TO BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM). BORROWER FURTHER CONSENTS AND AGREES TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO THE BORROWER AT THE ADDRESS FOR NOTICES DESCRIBED IN THE LOAN AGREEMENT, AND CONSENTS AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW).

(b) EACH OF BORROWER, ADMINISTRATIVE AGENT AND THE LENDERS TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVE, RELINQUISH AND FOREVER FORGO THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS ASSIGNMENT OR ANY CONDUCT, ACT OR OMISSION OF ADMINISTRATIVE AGENT OR BORROWER, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH ADMINISTRATIVE AGENT, THE LENDERS OR BORROWER, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

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IN WITNESS WHEREOF, Borrower has executed this Assignment as of the day and year first above written.

BORROWER:

QUIET PROPERTY CHICAGO, LLC,
a Delaware limited liability company

By: 

Name: Barry P. Marcus

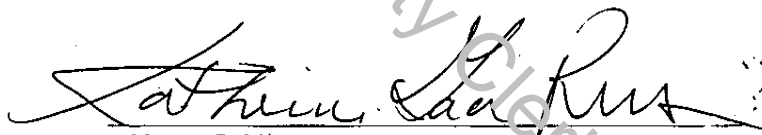
Title: Senior Vice President

Property of Cook County Clerk's Office

ACKNOWLEDGEMENT

STATE OF Connecticut
COUNTY OF Fairfield

I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Barry P. Marcus as Senior Vice President of Quiet Property Chicago, LLC, a Delaware limited liability company, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.


Notary Public

KATHERINE GRACE PHILBIN
Notary Public
My Commission Expires Dec. 31, 2019

My commission expires: _____

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EXHIBIT A

LEGAL DESCRIPTION OF THE REAL ESTATE

A TRACT OF LAND COMPRISED OF A PART OF EACH OF LOTS 3, 4, 6 AND 8 TOGETHER WITH ALL OF LOTS 11 AND 12 ALL IN OWNER'S SUBDIVISION OF ALL THAT PART OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH AND WEST OF THE NORTH BRANCH CANAL, NORTH OF DIVISION STREET AND EAST OF CHERRY AVENUE, EXCEPT BLOCK 69, ELSTON ADDITION TO CHICAGO, AND EXCEPT WEED STREET AND EXCEPT HICKORY AVENUE, AND EXCEPT HOOKER STREET FROM THE NORTH LINE OF DIVISION STREET TO THE NORTH LINE OF REES STREET, AND EXCEPT REES STREET FROM THE WEST LINE OF HOOKER STREET TO THE EAST LINE OF HICKORY AVENUE, LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING ON THE NORTHWESTERLY LINE OF LOT 9 IN SAID OWNER'S SUBDIVISION WHICH IS 97.29 FEET, MEASURED ALONG SAID NORTHWESTERLY LINE, NORTHEAST FROM THE NORTHWESTERLY CORNER OF SAID LOT 9, SAID POINT ALSO BEING 115.29 FEET, MEASURED ALONG THE SOUTHEASTERLY LINE OF LOT 8 IN SAID OWNER'S SUBDIVISION, NORTHEAST FROM THE SOUTHWESTERLY CORNER OF SAID LOT 8; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 1544.61 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID LOT 3 IN OWNER'S SUBDIVISION AFORESAID, AT A POINT WHICH IS 113.50 FEET, MEASURED ALONG SAID NORTHWESTERLY LINE, NORTHEAST FROM THE NORTHWESTERLY CORNER OF SAID LOT 3, IN COOK COUNTY, ILLINOIS.

AND ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED LAND:

A TRACT OF LAND COMPRISED OF A PART OF LOTS 3 AND 12 TOGETHER WITH THAT PART OF VACATED HOOKER STREET LYING BETWEEN SAID LOTS 3 AND 12 IN OWNER'S SUBDIVISION OF ALL THAT PART OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY LINE OF N. CHERRY AVENUE AND THE SOUTHERLY RIGHT OF WAY LINE FOR W. WEED STREET; THENCE SOUTH 01 DEGREES 35 MINUTES 58 SECONDS EAST, ALONG SAID WEST RIGHT OF WAY LINE, 469.00 FEET TO A POINT; THENCE NORTH 88 DEGREES 24 MINUTES 02 SECONDS EAST, 42.02 FEET; THENCE NORTH 58 DEGREES 13 MINUTES 15 SECONDS EAST, 370.17 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3; THENCE NORTH 32 DEGREES 16 MINUTES 11 SECONDS WEST, ALONG SAID EAST LINE, 428.00 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY FOR W. WEED STREET; THENCE SOUTH 57 DEGREES 43 MINUTES 49 SECONDS WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 167.07 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Parcel Identification Numbers (PIN(s)):

17-05-205-030-0000 Vol. 499

17-05-205-031-0000 Vol. 499