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Doc#: 1921334017 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 08/01/2019 09:28 AM Pg: 1 of 14

This Instrument Was Prepared By,
Record and Return To:

Rierner & Braunstein LLP
100 Cambridge Street, 22nd Floor
Boston, Massachusetts 02114
Attention: Michael G. Weinstein, Esq.

Permanent Tax Index Number(s):

16-17-400-016-0000
16-17-413-026-0000
16-17-413-043-0000
16-17-413-037-0000
16-17-413-038-0000

Property Address:

5660 W. Taylor Street, Chicago, Illinois 60644

(RESERVED)

COLLATERAL ASSIGNMENT OF LEASES AND RENTS

BORROWER: STUDIO SERVICES LLC, an Illinois limited liability company

ASSIGNEE: NORTHEAST BANK

DATE: July 19, 2019

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COLLATERAL ASSIGNMENT OF LEASES AND RENTS

THIS COLLATERAL ASSIGNMENT OF LEASES AND RENTS made this 19th day of July, 2019 (this "Assignment") by STUDIO SERVICES, LLC, an Illinois limited liability company having an address at 5660 W. Taylor Street, Chicago, Illinois 60644 (hereinafter called "Borrower", and the term Borrower shall include, wherever the context permits, its successors and assigns) to NORTHEAST BANK, having a place of business at 200 Berkeley Street, 17th Floor, Boston, Massachusetts 02116 (hereinafter called "Lender"; the term Lender shall include, whenever the context permits, its successors and assigns) as the holder of this Assignment and the Note (as defined below) and other Obligations (as defined below) secured hereby).

WITNESSETH THAT:

1. Grant of Assignment. This ASSIGNMENT is granted pursuant to the terms, provisions and conditions of that certain Loan Agreement dated as of even date herewith between Borrower and Lender (the "Loan Agreement"). Capitalized terms used herein which are not otherwise specifically defined shall have the same meaning herein as in the Loan Agreement.

Borrower, for good and valuable consideration, receipt of which is hereby acknowledged, hereby grants, transfers and assigns to Lender, and grants to Lender a continuing pledge of and security interest in, the entire present and future interest of Borrower in, to and under: (a) all leases, subleases, rental agreements or other occupancy agreements ("Leases") now or hereafter in existence, with respect to all or any portion of the real property located at 5660 W. Taylor Street, Chicago, Illinois 60644 (the "Property"); (b) all rents, income and profits of any kind arising from such interests in the Leases and any renewals or extensions thereof for the use and occupation of all or any portion of the Property; (c) all guaranties of and security for the Leases; and (d) all proceeds of the foregoing.

Borrower is the owner of the Property. A legal description of the Property is annexed hereto as Exhibit A.

2. Obligations Secured. THIS ASSIGNMENT is made for the purpose of securing the "Obligations" as follows:

A. The payment of the principal sum, interest at variable rates, charges and indebtedness evidenced by that certain Promissory Note in the original principal amount of Three Million Seven Hundred Seventy Thousand and 00/100 Dollars (\$3,770,000.00) given by Borrower to the order of Lender, dated as of even date herewith, including any extensions, renewals, replacements, modifications and amendments thereof (the "Note");

B. The payment, performance, discharge and satisfaction of each covenant, warranty, representation, undertaking and condition to be paid, performed, satisfied and complied with by Borrower under and pursuant to this Assignment, or the Loan Agreement and also by Borrower under and pursuant to each of the other Loan Documents referred to in, or executed in connection with, the Loan Agreement;

C. The payment of all costs, expenses, legal fees and liabilities incurred by Lender in connection with the enforcement of any of Lender's rights or remedies under

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this Assignment, the other Loan Documents, or any other instrument, agreement or document which evidences or secures any other Obligations or collateral therefor, whether now in effect or hereafter executed;

D. The payment, performance, discharge and satisfaction of all other liabilities and obligations of Borrower to Lender, whether now existing or hereafter arising, direct or indirect, absolute or contingent, and including, but without limitation express or implied upon the generality of the foregoing, each such liability and obligation of Borrower under any of the Loan Documents and each amendment, extension, modification, replacement or recasting of any one or more of the instruments, agreements and documents referred to herein or therein or executed in connection with the transactions contemplated hereby or thereby; and

E. Any and all other "Obligations" as such term is defined in the Loan Agreement.

3. Warranties and Representations. BORROWER WARRANTS AND REPRESENTS that it is and shall be in the future the sole owner of the entire interests described in Section 1 above and that no rent or fees reserved in the Leases has been or will be in the future otherwise assigned or anticipated, and that no rent or fees for any period subsequent to the date of this Assignment has been or will be collected more than one (1) month in advance except for security deposits and last month's rents or fees taken in the usual course of business pursuant to Leases.

BORROWER FURTHER WARRANTS AND REPRESENTS that as of the date hereof: (a) the Leases are in full force and effect; (b) no default exists on the part of any of the lessees or tenants or of Borrower as lessor in the performance on the part of either of the terms, covenants, provisions or agreements in the Leases contained, (c) Borrower knows of no condition which with the giving of notice or the passage of time or both would constitute a default on the part of any of the lessees or Borrower under the Leases; and (d) no security deposit or advance rental payment has been made by any lessee under the Leases except as may be specifically designated in the copies of the Leases previously furnished to Lender.

4. Covenants. Except as may be otherwise provided for or permitted by the Loan Agreement, BORROWER COVENANTS with Lender that Borrower will at all times agree: (i) to observe and perform all the obligations imposed upon the lessor under and in accordance with every such Lease and not to do or permit to be done anything to impair the security thereof; (ii) not to collect any of the rent, income and profits arising or accruing under the Leases or from the Property more than one (1) month in advance of the time when the same shall become due; (iii) not to execute any other assignment of lessor's interest in the Leases or assignment of rents arising or accruing from the Leases or from the Property; (iv) intentionally omitted; (v) not to subordinate any Lease to any mortgage or other encumbrance, or permit, consent or agree to such subordination, without Lender's prior written consent in each instance; (vi) not to convey or transfer or suffer or permit a conveyance or transfer of the premises demised by any Lease or of any interest therein so as to affect directly or indirectly a merger of the estates and rights, or a termination or diminution of the obligations, of any lessee thereunder; (vii) intentionally omitted; (viii) not to consent to any assignment of or subleasing under any such Lease, unless in accordance with its terms, without the prior written consent of Lender in each instance, such

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consent not to be unreasonably withheld, conditioned or delayed; (ix) not to enter into any future Leases of all or any part of the Property without Lender's prior written consent in each instance; (x) at Lender's request, furnish or make available to Lender true and complete copies of all Leases and amendments thereto; (xi) at Lender's further request (and in confirmation of the assignment and transfer already made herein of future Leases) to assign and transfer to Lender any and all subsequent Leases upon all or any part of the Property and to execute and deliver at the request of Lender all such reasonable further assurances and assignments in the Property as Lender in good faith shall from time to time require; and (xii) notwithstanding anything contained herein to the contrary, to comply with the terms and conditions set forth in the Loan Agreement with respect to Leases.

5. Further Terms, Covenants and Conditions. This Assignment is made on the following terms, covenants and conditions:

5.1 Prior to Default. So long as no Event of Default (as defined in the Loan Agreement) exists, Borrower shall have the right and license to manage and operate the Property and to collect at the time of, but not more than one (1) month prior to, the date provided for the payment thereof, all rents, income and profits arising under the Leases or from the premises described therein and, subject to the provisions of the other Loan Documents, to retain, use and enjoy the same.

5.2 After Default. At any time when an Event of Default exists, Lender, without in any way waiving such default, may at its option, without notice, and without regard to the adequacy of the security for the obligations secured hereby and by the Mortgage revoke the right and license granted above to Borrower and:

(i) Authorize and direct the lessees named in any existing Leases or any other or future lessees or occupants of the Property, upon receipt from Lender of written notice to the effect that Lender is then the holder of the Note and the Mortgage and that an Event of Default exists thereunder, to pay over to Lender all rents, fees, income and profits arising or accruing under the Leases or from the Property and to continue to do so until otherwise notified in writing by Lender. Borrower agrees that every lessee, and occupant shall have the right to rely upon any such statement and request by Lender that lessee, or occupant shall pay such rents to Lender without any obligation, or right to inquire as to whether such Event of Default actually exists notwithstanding any notice from or claim of Borrower to the contrary and that Borrower shall have no right or claim against lessees, or occupants for any such rent or fees so paid by lessee, or occupants to Lender after such notice to the lessee or occupant by Lender;

(ii) Either in person or by agent, with or without bringing any action or proceedings, or by a receiver appointed by a court, take possession of the Property and have, hold, manage, lease, license and operate the same on such terms and for such period of time as Lender may deem proper and, either with or without taking possession of the Property in its own name, demand, sue for, or otherwise collect and receive, all rents, fees, income and profits of the Property, including those past due and unpaid, with full power to make from time to time all improvements, alterations, renovations, repairs and replacements thereto or thereof as may seem proper to Lender; and

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(iii) Apply such rents, fees income and profits to the payment of:

(a) all expenses of managing the Property including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees as Lender may deem necessary or desirable, and all expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water rents, sewer rents and other liens, and premiums for all insurance which Lender may deem necessary or desirable, the payment or refund of security deposits, or interest thereon, and the cost of all improvements, alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property; and

(b) all sums which Borrower is responsible to pay under the Mortgage, and the principal sum, interest and indebtedness secured hereby and by the Mortgage, and all other Obligations together with all costs and attorneys, fees, in such order of priority as to any of the items mentioned in this clause (iii), as Lender in its sole discretion may determine, any statute, law, custom, or use to the contrary notwithstanding.

The exercise by Lender of the option granted it in this Section 5.2 and the collection of the rents, fees, income and profits and the application thereof as herein provided shall not be considered a waiver by Lender of any Default or Event of Default under the other Loan Documents, or the Leases, or this Assignment.

5.3 Continuing Effect. Upon payment in full to Lender of the principal sum, interest, indebtedness and other Obligations secured hereby and by the Mortgage, this Assignment shall become null and be void and of no effect, but the affidavit of any officer, agent, or attorney of Lender made in good faith showing any part of said principal, interest, indebtedness or other Obligations to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment and any person may, and is hereby authorized to, rely thereon. The discharge of record of the Mortgage shall constitute a discharge of this Assignment and a release of Lender's interest in the Leases, rents and fees assigned hereby and the reassignment thereof (without recourse to Lender) to Borrower and all those claiming of record by, through or under Borrower.

5.4 No Waiver; Concurrent Rights. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Lender of its rights and remedies hereunder or any one or more of the other Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms of any of the other Loan Documents. The right of Lender to collect said principal sums, interest and indebtedness and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

5.5 No Liability. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Property after Default or an Event of Default or from

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any other act or omission of Lender in managing the Property after Default or an Event of Default, unless such loss is caused by the gross negligence or willful misconduct of Lender, as determined by a non-appealable order issued by a court of competent jurisdiction. Lender shall not be obligated to perform or discharge, nor does Lender hereby undertake to perform or discharge, any obligation, duty or liability under the Leases, under any ground lease, or under or by reason of this Assignment, and Borrower shall, and does hereby agree to, indemnify Lender for, and to defend and hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any ground lease. Should Lender incur any such liability under the Leases or under or by reason of this Assignment, or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys fees shall be secured hereby and by the Mortgage and by the other collateral for the Obligations and Borrower shall reimburse Lender immediately upon demand therefor and upon the failure of Borrower so to do, Lender may, at its option, declare all sums secured hereby immediately due and payable. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of said Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases or any ground lease; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by tenants, or any other parties, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of said Property resulting in loss or injury or death to any tenant, employee or stranger. Notwithstanding the foregoing, Lender shall not be indemnified on account of, or exculpated from acts of, its own gross negligence or willful misconduct, as determined by a non-appealable order issued by a court of competent jurisdiction.

5.6 Effect of Foreclosure Deed. Unless Lender otherwise elects in the instance of a Lease which is subordinate to the Mortgage and is thus terminated by the foreclosure, upon the issuance of any deed or deeds pursuant to a foreclosure of the Mortgage, all right, title and interest of Borrower in and to the Leases shall, by virtue of this instrument and such deed or deeds, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by Borrower. Borrower hereby irrevocably appoints Lender and its successors and assigns as its agent and attorney in fact to execute all instruments of assignment for further assurance in favor of such grantee or grantees in such deed or deeds as may be necessary or desirable for such purpose.

5.7 Upon Termination of Lease in Bankruptcy. In the event any lessee under any of the Leases should be 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 such Leases assigned hereby, Borrower covenants and agrees that, if any of such Leases are so terminated or rejected, no settlement for damages shall be made without the prior written consent of Lender, in each instance, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Borrower and Lender. Borrower hereby assigns any such payment to Lender and further covenants and agrees that upon the request of Lender, Borrower will duly endorse to the order of Lender any such check, the proceeds of which will be applied to the indebtedness secured by this

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Assignment. Borrower hereby irrevocably appoints Lender and its successors and assigns as its attorney-in-fact to so endorse any such checks if Borrower does not do so.

5.8 Rights Contained in Mortgage. This Assignment is intended to be supplementary to, and not in substitution for, or in derogation of, any assignment of rents to secure the Obligations contained in the Mortgage or in any other Loan Document. In the event of any conflict between this Assignment and any of the other Loan Documents, Lender shall have the right from time to time to determine which provisions shall govern.

5.9 Notices. Any notice or communications in connection herewith shall be sufficiently given only if given in the manner provided for in the Loan Agreement.

5.10 Grace Periods and Notice. The grace period and notice provisions set forth in Sections 11.1 and 11.2 of the Loan Agreement shall be applicable to any Default under this Assignment.

5.11 Setoff. Borrower hereby grants to Lender a lien, security interest and right of setoff as security for all liabilities and obligations to Lender, whether now existing or hereafter arising, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of Lender or any entity under the control of Lender, or in transit to any of them. At any time, without demand or notice, Lender may set off the same or any part thereof and apply the same to any liability or obligation of Borrower even though unmaturing and regardless of the adequacy of any other collateral securing the Loan. ANY AND ALL RIGHTS TO REQUIRE LENDER TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE LOAN, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF THE BORROWER, ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

5.12 Governing Law. This Assignment, except as otherwise provided in Section 5.13, and each of the other Loan Documents shall in all respects be governed, construed, applied and enforced in accordance with the internal laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law.

5.13 Exceptions. Notwithstanding the foregoing choice of law:

(i) The creation and perfection of the lien and any assignment of rents and security interest hereunder and the procedures governing the enforcement by Lender of its exercise of its remedies with respect to the Property against Borrower under this Assignment, the Mortgage and under the other Loan Documents to which Borrower is a party (as described in the Mortgage) or other assets situated in the State of Illinois, including by way of illustration, but not in limitation, non-judicial foreclosure and actions for foreclosure, for injunctive relief, or for the appointment of a receiver, shall be governed by the laws of the State of Illinois; and

(ii) Lender shall comply with applicable law in the State of Illinois to the extent required in connection with the foreclosure of the security interests and liens

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created under this Assignment, the Mortgage and the other Loan Documents with respect to the Property or other assets situated in the State of Illinois.

Nothing contained herein or any other provisions of the Loan Documents shall be construed to provide that the substantive laws of the State of Illinois shall apply to any party's rights and obligations under any of the Loan Documents, which are and shall continue to be governed by the substantive law of Commonwealth of Massachusetts, except as expressly set forth in clauses (i) and (ii) of this Section 5.13. In addition, the fact that portions of the Loan Documents may include provisions drafted to conform to the law of the State of Illinois is not intended, nor shall it be deemed, in any way, to derogate the parties' choice of law as set forth or referred to in this Assignment, the Mortgage, the Loan Agreement or in the other Loan Documents. The parties further agree that Lender may enforce its rights under the Loan Documents including, but not limited to, its rights to sue Borrower or to collect any outstanding indebtedness in accordance with applicable law.

5.14 Consent to Jurisdiction. Borrower hereby consents to the nonexclusive personal jurisdiction in any state or Federal court located within the Commonwealth of Massachusetts and the State of Illinois.

5.15 JURY TRIAL WAIVER. BORROWER AND LENDER MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS ASSIGNMENT, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ASSIGNMENT OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF LENDER RELATING TO THE ADMINISTRATION OF THE LOAN OR ENFORCEMENT OF THE LOAN DOCUMENTS, AND AGREE THAT NEITHER PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, EACH PARTY HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, INDIRECT, SPECULATIVE, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. BORROWER CERTIFIES THAT NO REPRESENTATIVE, LENDER OR ATTORNEY OF LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR EACH OF THE PARTIES HERETO TO ENTER INTO THE TRANSACTIONS CONTEMPLATED HEREBY.

6. Illinois Law. Nothing herein contained shall be construed as making or constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Property by the Lender pursuant to the terms and conditions of that certain Mortgage. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against

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the Lender, all such liability being expressly waived and released by Assignee. This Assignment is intended to constitute a notice of assignment of rents or profits under 765 ILCS 5/31.5 (1992, as amended) of the law of the State of Illinois. In the event of any inconsistency or disagreement between the terms and provisions set forth in this Section 7 and the other terms and provisions of this Assignment, the terms and provisions of this Section 7 shall govern, control and supersede such other terms and provisions to the extent of such inconsistency or disagreement

7. Cumulative Remedies. The remedies herein provided shall be in addition to and not in substitution for the rights and remedies vested in Lender in any of the Loan Documents or in law or equity, all of which rights and remedies are specifically reserved by Lender. The remedies herein provided or otherwise available to Lender shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not constitute a waiver thereof, nor shall use of any of the remedies herein provided prevent the subsequent or concurrent resort to any other remedy or remedies. It is intended that this clause shall be broadly construed so that all remedies herein provided or otherwise available to Lender shall continue and be each and all available to Lender until the Indebtedness shall have been paid in full.

8. Severability. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

9. Cross-Default. An Event of Default by Borrower under this Assignment shall constitute a default under the Note and an Event of Default under all other Loan Documents.

10. Counterparts. This Assignment may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument, and any of the parties or signatories hereto may execute this Assignment by signing any such counterpart.

11. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon Borrower and Lender and their respective heirs, executors, legal representatives, successors and assigns (but in the case of assigns of Borrower, only if and to the extent that Lender has consented in writing to Borrower's assignment of its rights or obligations hereunder to such assigns). Whenever a reference is made in this Assignment to "Borrower" or "Lender", such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of Borrower or Lender.

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IN WITNESS WHEREOF, Borrower has caused this Assignment to be duly executed and delivered as a sealed instrument as of the date first written above.

BORROWER:

STUDIO SERVICES LLC,
an Illinois limited liability company

By: John C. Crededio

Name: John C. Crededio

Title: Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF DUROCK)

I, John C. Crededio, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John C. Crededio, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument in his/her capacity as Manager of Studio Services LLC, as his/her free and voluntary act, for the uses and purposes therein set forth, as the voluntary act of said Studio Services LLC.

Given under my hand and official seal, this 27th day of June, 2019.

[Signature]
Notary Public

My commission expires: 08/11/2021



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EXHIBIT A

Legal Description

PARCEL 1:

THAT PART OF BLOCK 9 OF ANDREW WARREN JR.'S RESUBDIVISION OF PART OF WARREN PARK IN SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, AND LYING EAST OF THE WESTERLY LINE OF A 17.0 FOOT STRIP OF LAND GRANTED TO BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY AS PER DOCUMENT 6034440, TOGETHER WITH THAT PART OF THE SOUTH 112.65 FEET OF BLOCK 9 AFORESAID, LYING EAST OF THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17 AND LYING WEST OF A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 359.26 FEET AND TANGENT TO A LINE 10 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID BLOCK 9 AND INTERSECTING A LINE 20 FEET SOUTH OF AND PARALLEL TO SAID NORTH LINE AT A POINT 105 FEET DUE EAST OF SAID WEST LINE AND INTERSECTING THE SOUTH LINE OF SAID BLOCK 9 AT A POINT 309.1 FEET MORE OR LESS EAST OF SAID WEST LINE

(EXCEPT FROM SAID PREMISES THAT PART OF THE EAST 25.0 FEET LYING NORTH OF THE SOUTH 112.65 FEET OF THAT PART OF BLOCK 9 AFORESAID LYING WEST OF THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 17, AND EXCEPT THAT PART FALLING IN THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF BLOCK 9 OF ANDREW WARREN JR. 'S RESUBDIVISION OF PART OF WARREN PARK IN SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE 25.0 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17 AFORESAID AND THE NORTH LINE OF THE SOUTH 112.65 FEET OF BLOCK 9 AFORESAID; THENCE NORTH 89 DEGREES, 57 MINUTES, 01 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 112.65 FEET AFORESAID, 264.40 FEET TO A CURVED LINE CONVEX TO THE NORTHEAST WITH A RADIUS OF 359.26 FEET, TANGENT TO THE EAST LINE OF THE SAID NORTHWEST 1/4 AND INTERSECTING THE NORTH LINE OF THE SAID NORTHWEST 1/4 AT A POINT 309.1 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE SOUTHERLY ALONG SAID CURVED LINE AN ARC DISTANCE OF 223.04 FEET (THE CHORD OF SAID CURVE BEARING SOUTH 25 DEGREES, 27 MINUTES, 49 SECONDS EAST); THENCE SOUTH 89 DEGREES, 32 MINUTES, 04 SECONDS WEST 303.01 FEET; THENCE NORTH 0 DEGREES, 38 MINUTES, 26 SECONDS WEST 137.31 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 26 SECONDS WEST 53.60 FEET TO THE LINE 25.0 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17 AFORESAID; THENCE NORTH 0 DEGREES, 34 MINUTES, 26 SECONDS WEST ALONG SAID PARALLEL LINE 63.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WESTERLY LINE OF A 17.0 FOOT STRIP OF LAND GRANTED TO BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY AS PER DOCUMENT 6034440, IN COOK COUNTY, ILLINOIS;

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ALSO

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT FROM SAID PREMISES THAT PART OF SAID NORTHWEST 1/4 LYING EASTERLY OF A CURVED LINE CONVEX TO THE NORTHEAST WITH A RADIUS OF 359.26 FEET TANGENT TO THE EAST LINE OF SAID NORTHWEST 1/4 AND INTERSECTING THE NORTH LINE OF SAID NORTHWEST 1/4 AT A POINT 309.1 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 AND EXCEPT THEREFROM THAT PART THEREOF FALLING IN THE FOLLOWING DESCRIBED PROPERTY;

THAT PART OF BLOCK 9 OF ANDREW WARREN JR.'S RESUBDIVISION OF PART OF WARREN PARK IN SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE 25.0 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, AFORESAID AND THE NORTH LINE OF THE SOUTH 112.65 FEET OF BLOCK 9 AFORESAID; THENCE NORTH 89 DEGREES, 57 MINUTES, 01 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 112.65 FEET AFORESAID 264.40 FEET TO A CURVED LINE CONVEX TO THE NORTHEAST WITH A RADIUS OF 359.26 FEET, TANGENT TO THE EAST LINE OF THE SAID NORTHWEST 1/4 AND INTERSECTING THE NORTH LINE OF THE SAID NORTHWEST 1/4 AT A POINT 309.1 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE SOUTHERLY ALONG SAID CURVED LINE AN ARC DISTANCE OF 223.04 FEET (THE CHORD OF SAID CURVE BEARING SOUTH 25 DEGREES, 27 MINUTES, 49 SECONDS EAST); THENCE SOUTH 89 DEGREES, 32 MINUTES, 04 SECONDS WEST 303.01 FEET; THENCE NORTH 0 DEGREES, 38 MINUTES, 26 SECONDS WEST 137.31 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 25 SECONDS WEST 53.60 FEET TO A LINE 25.0 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17 AFORESAID; THENCE NORTH 0 DEGREES, 34 MINUTES, 26 SECONDS WEST ALONG SAID PARALLEL LINE 63.08 FEET TO THE POINT OF BEGINNING,

AND EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17 AFORESAID WITH A LINE 347.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 17 AFORESAID; THENCE NORTH 00 DEGREES, 36 MINUTES, 22 SECONDS WEST PARALLEL WITH SAID EAST LINE 248.13 FEET; THENCE SOUTH 89 DEGREES, 32 MINUTES, 04 SECONDS WEST 135.19 FEET; THENCE SOUTH 00 DEGREES, 02 MINUTES, 52 SECONDS EAST 106.23 FEET; THENCE NORTH 89 DEGREES, 43 MINUTES, 32 SECONDS EAST 60.28 FEET; THENCE SOUTH 0 DEGREES, 02 MINUTES, 52 SECONDS EAST 141.13 FEET; THENCE NORTH 89 DEGREES, 57 MINUTES, 46 SECONDS EAST 77.33 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS;

EXCEPT THEREFROM THAT PART THEREOF FALLING IN THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF BLOCK 9 OF ANDREW WARREN JR.'S RESUBDIVISION OF PART OF WARREN PARK IN SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF A LINE 25.0 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SECTION 17 AFORESAID AND THE NORTH LINE OF THE SOUTH 112.65 FEET OF BLOCK 9 AFORESAID; THENCE NORTH 89 DEGREES 57 SECONDS 01 MINUTES EAST ALONG THE NORTH LINE OF THE SOUTH 112.65 FEET AFORESAID 264.40 FEET TO A CURVED LINE CONVEX TO THE NORTHEAST WITH A RADIUS OF 359.26 FEET, TANGENT TO THE EAST LINE OF SAID NORTHWEST

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QUARTER AND INTERSECTING THE NORTH LINE OF THE SAID NORTHWEST QUARTER AT A POINT 309.1 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTHERLY ALONG SAID CURVED LINE AN ARC DISTANCE OF 223.04 FEET (THE CHORD OF SAID CURVE BEARING SOUTH 25 DEGREES 27 MINUTES 49 SECONDS EAST); THENCE SOUTH 89 DEGREES 32 MINUTES 04 SECONDS WEST, ALONG A LINE HEREINAFTER DESIGNATED LINE "A" 303.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 38 MINUTES 26 SECONDS WEST 137.31 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 26 SECONDS WEST 53.60 FEET TO A LINE 25.0 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17 AFORESAID AT A 63.08 FEET SOUTH OF THE POINT OF COMMENCEMENT, AS MEASURED ALONG SAID PARALLEL LINE; THENCE SOUTH 00 DEGREES 34 MINUTES 26 SECONDS EAST, 137.75 FEET TO ITS POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE HEREIN ABOVE DESIGNATED LINE "A" THENCE NORTH 89 DEGREES 32 MINUTES 04 SECONDS EAST, ALONG SAID WESTERLY EXTENSION OF LINE "A", 53.76 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPTING THEREFROM THE EASTERLY 25.0 FEET OF THE NORTHERLY 87.0 FEET);

ALSO

THE SOUTH 3/4 (EXCEPT THE SOUTH 674 FEET OF SAID SOUTH 3/4) OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THE NORTH 140.0 FEET OF THE SOUTH 165.00 FEET OF THE WEST 200.00 FEET OF THE EAST 225.00 FEET, THEREOF;

PARCEL 2:

THAT PART OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17 AFORESAID, WITH A LINE 347.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 17 AFORESAID; THENCE NORTH 00 DEGREES 36 MINUTES 22 SECONDS WEST PARALLEL WITH SAID EAST LINE 248.13 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 04 SECONDS WEST 135.19 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 52 SECONDS EAST 106.23 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 32 SECONDS EAST 60.28 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 52 SECONDS EAST 141.13 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 46 SECONDS EAST 77.33 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

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IN WITNESS WHEREOF, Borrower has caused this Assignment to be duly executed and delivered as a sealed instrument as of the date first written above.

BORROWER:

STUDIO SERVICES LLC,
an Illinois limited liability company

By: John C. Crededio
Name: John C. Crededio
Title: Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF DuPage)

I, John C. Crededio, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John C. Crededio, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument in his/her capacity as Manager of Studio Services LLC, as his/her free and voluntary act, for the uses and purposes therein set forth, as the voluntary act of said Studio Services LLC.

Given under my hand and official seal, this 27th day of June, 2019.

[Signature]
Notary Public

My commission expires: 08/11/2021

