


UNOFFICIAL COPY

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Cox, Castle & Nicholson LLP
2029 Century Park East, 21st Floor
Los Angeles, California 90067
Attention: Adam B. Weissburg, Esq.

APN: See Exhibit A attached hereto

CC# 19287760 70F8
CT# JYK

	
1924034135	
Doc#	1924034135 Fee \$88.00
RHSP FEE:	\$9.00 RPRF FEE: \$1.00
EDWARD H. MOODY	
COOK COUNTY RECORDER OF DEEDS	
DATE:	08/28/2019 02:49 PM PG: 1 OF 13

Mortgage Loan No.: 194091

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of August 28, 2019 by HSC HOTEL HOLDINGS LLC, a Delaware limited liability company, having an address at 1101 W. Waveland Avenue, Chicago, Illinois 60613 ("Assignor"), to and for the benefit of MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation, having an address in care of Barings, One Financial Plaza, Hartford, Connecticut 06103, Attention: Finance Group Loan Servicing, Loan No. 194091 ("Assignee"). To the extent applicable under Article 13 of the Loan Agreement (as defined herein) this Assignment shall also be for the benefit of Administrative Agent (as defined in the Loan Agreement).

RECITALS.

A. Assignor, HSC Plaza And Building Operations LLC LLC, a Delaware limited liability company ("Leasehold Borrower"), North Clark Street LLC, a Delaware limited liability company ("Fee Borrower", together with Assignor and Leasehold Borrower, individually and collectively, "Borrower") and Assignee entered into that certain Loan Agreement of even date herewith (as the same may be amended or modified from time to time, the "Loan Agreement"), which Loan Agreement governs a loan in the stated principal amount of One Hundred Forty Million and 00/100 Dollars (\$140,000,000.00) made by Assignee to Borrower (the "Loan"), which Loan is evidenced by that certain Promissory Note of even date herewith (as the same may be amended or modified from time to time, the "Note").

B. The Loan is secured in part by Assignor's leasehold interest in and to that certain real property located in the City of Chicago, County of Cook County and State of Illinois as more particularly described on Exhibit A attached hereto (the "Land"), as evidenced by (i) that certain Subleasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as the same may be amended or modified from time to time, the "Mortgage") from Assignor with respect to Assignor's interest in the Premises, and (ii) this Assignment.

C. Assignee has required, as a condition to making the Loan, that Assignor make and deliver this Assignment as below provided.

S ✓
P 13
S 1
M -
SC -
E 7
INT 0

UNOFFICIAL COPY

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound, hereby agrees as follows:

1. Recitals. The foregoing recitals are incorporated into this Assignment by this reference.

2. Defined Terms. As used in this Assignment, unless otherwise defined herein, all initially capitalized terms shall have the respective meanings ascribed to such terms in the Loan Agreement.

3. Assignment.

(a) Assignor does hereby absolutely, presently and irrevocably assign, transfer, and set over unto Assignee all of the following, excluding in each case any Excluded Assets (as defined in the Mortgage):

(i) All of the right, title and interest of Assignor in and to all leases, occupancy agreements (including, without limitation, Transient Occupancy Leases), licenses to occupy, tenancies and other similar agreements, affecting all or a portion of the Premises, and all other and future leases, occupancy agreements, licenses to occupy, lettings and tenancies and other similar arrangements, of the Premises, and all modifications, renewals, and extensions of the existing leases, occupancy agreements, licenses to occupy, tenancies and other similar arrangements present and future, together with guarantees, if any, of the lessee's obligations thereunder whether entered into before or after the filing by or against Assignor of any petition for relief under 11 U.S.C. § 101, et seq., as the same may be amended from time to time, or any successor statute thereto (the "Bankruptcy Code") (collectively, the "Leases"); provided, however, the defined term "Leases" shall not include the Hotel Lease;

(ii) All of the right, title and interest of Assignor in and to all rents, issues, income, proceeds, payments, and profits arising from the Leases and from the use and occupancy of the Premises, including, without limitation, all fixed and additional rents, cancellation payments, option payments, letter of credit proceeds, supporting obligations, security deposits and all sums due and payments made under any guarantee of any of the Leases or any obligations thereunder (collectively, the "Rents"); and

(iii) All rights, powers, privileges, options and other benefits of Assignor under the Leases, including without limitation the immediate and continuing right to make claim for, receive, collect and receipt for all Rents, including the right to make such claim in a proceeding under the Bankruptcy Code, and the right to apply the same to the payment of the Indebtedness (collectively, the "Rights").

(b) Assignor and Assignee intend that this Assignment constitute a present, irrevocable and absolute assignment of the Leases and Rents, and not an assignment for additional security only. Assignee grants to Assignor a revocable license (the "License") to collect and receive the Rents. Following the revocation of the License pursuant to Section 5(a) hereof, Assignor hereby agrees that Assignee may authorize and direct the lessees named in the Leases, and any other occupants of the Premises, and all Lease guarantors, to pay over to

UNOFFICIAL COPY

Assignee or such other party as Assignee may direct, all Rents, upon receipt from Assignee of written notice to the effect that an Event of Default exists, and to continue to do so until the lessees are otherwise notified by Assignee.

4. Assignor's Warranties and Representations; Covenants.

(a) Assignor hereby warrants and represents to Assignee as follows:

(i) Intentionally Omitted;

(ii) As of the Closing Date, other than Transient Occupancy Leases, Assignor has delivered to Assignee true and correct copies of all Leases, as the same have been amended or modified. Assignor is the owner of the landlord's interest in the Leases, which interest is not subject to any assignment, other than this Assignment and the other Loan Documents;

(iii) Assignor has not executed any prior assignment of the Leases or the Rents that remains outstanding as of the Closing Date, nor has it performed any act or executed any other instrument which would prevent Assignor from fulfilling any of the terms and conditions of this Assignment, prevent Assignee from operating under any of the terms and conditions of this Assignment or limit Assignee in such operation;

(iv) As of the Closing Date, Assignor has not executed or granted any modification, waiver or amendment whatsoever of any of the Leases (other than Transient Occupancy Leases) except pursuant to a written amendment delivered to Lender prior to the date hereof;

(v) As of the Closing Date, the Leases are in full force and effect and, except as disclosed to Assignee in writing prior to the date hereof, there are, to Assignor's knowledge, no defaults or any conditions which, after notice, passage of time, or both would constitute defaults under the Leases (other than Transient Occupancy Leases);

(vi) Assignor has received no written notice alleging default by the landlord under any of the Leases;

(vii) Subject to Section 5.1 of the Loan Agreement, Assignor will observe and perform in all material respects all obligations imposed upon the lessor under the Leases and will not do or permit to be done anything to impair in any material respects any of the Leases;

(viii) Assignor will not collect any of the rents, issues, income, proceeds payments, and profits arising or accruing under the Leases or from the Premises more than thirty (30) days in advance of the time when the same shall become due under the Leases (except as otherwise expressly provided in any Acceptable Lease), nor execute any other assignment of the Leases or assignment of rents, issues, income, proceeds or profits with respect to the Premises. Without limiting the forgoing, any rents, proceeds or payments received more than thirty (30) days in advance of the time when the same shall be due shall be held in trust for Assignee as security for the Loan;

UNOFFICIAL COPY

(ix) Except as otherwise specifically permitted under Section 5.1 of the Loan Agreement, or with the prior written consent of the Assignee, Assignor will not alter or modify the terms of the Leases (other than Transient Occupancy Leases), give any consent or exercise any option required or permitted by such terms, accept a surrender thereof, or consent to any assignment of or subletting under the Leases (other than Transient Occupancy Leases), whether or not in accordance with their terms;

(x) Upon Assignee's request during the existence of an Event of Default, Assignor shall deliver to Assignee any or all of the tenant security deposits, including any letters of credit, under the Leases, together with: (A) any assignment of the proceeds of such security deposits; (B) any assignment and transfer of such letters of credit or the proceeds thereof; and (C) any tenants' consents to assignment of such security deposits and assignment and transfer of such letters of credit, as Assignee shall reasonably request. All security deposits delivered to Assignee shall be held without interest and may be commingled with Assignee's other funds (unless the payment of interest thereon and the maintenance of a separate account therefor is required under applicable tenant leases or by law); and

(xi) Upon the occurrence and during the continuance of an Event of Default, Assignee may, with or without exercising any other rights or remedies: (A) give or require Assignor to give notice to any or all tenants under the Leases and all Lease guarantors authorizing and directing them to pay all Property Income under the Leases directly to Assignee and to continue to do so until the tenants and Lease guarantors are otherwise notified by Assignee in writing; (B) without regard to any waste, adequacy of the security or solvency of Assignor, apply for the appointment of a receiver of the Premises to which appointment Assignor hereby consents, whether or not foreclosure proceedings have been commenced under the Mortgage and whether or not a foreclosure sale has occurred; and (C) require that Assignor transfer to Assignee all tenant security deposits, including any letters of credit securing tenant lease obligations; Assignee may then hold and co-mingle such security deposits without interest, except as required by applicable law.

5. Revocation of License.

(a) During the existence of an Event of Default, the License granted to Assignor in Section 3(b) of this Assignment shall automatically be revoked without the need of any action by Assignee, and Assignee shall immediately be entitled to the receipt and possession of all the Rents, and to the assumption of the Rights whether or not Assignee enters upon or takes control of the Premises. After the cure of any such Event of Default, provided no other Event of Default shall have occurred and be continuing, the License granted to Assignor in Section 3(b) of this Assignment shall be automatically reinstated.

(b) Upon demand by Assignee during the existence of an Event of Default, Assignor shall promptly (but in any event, within two (2) Business Days of such demand) deliver to Assignee all Rents in the possession of Assignor or its agents, and shall cooperate in instructing Assignor's agents and the lessees under the Leases and all others in possession of the Premises or any portion thereof to pay directly to Assignee all Rents.

UNOFFICIAL COPY

(c) Upon revocation of the License as provided in Section 5(a) and for so long as such License remains revoked, Assignee may, at its option, without waiving such Event of Default and without notice or regard to the adequacy of the security for the Indebtedness, by a receiver appointed by a court, with or without bringing any action or proceeding (unless required by applicable law), dispossess Assignor and its agents and servants from the Premises, without liability for trespass, damages or otherwise, and exclude Assignor and its agents from the Premises.

(d) Upon revocation of the License as provided in Section 5(a) and for so long as such License remains revoked, (i) Assignee may also take possession of the Premises (to the extent and in the manner permitted by law), and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Premises on such terms and for such period of time as Assignee may deem proper; and (ii) with or without taking possession of the Premises, Assignee, in its own name, may demand, sue for or otherwise collect and receive all Rents, including those past due and unpaid and may apply any Rents collected in accordance with Section 2.7 of the Loan Agreement.

6. No Liability of Assignee. This Assignment shall not be construed to bind Assignee to the performance of any of the covenants, conditions, or provisions contained in any Lease, or otherwise impose any obligation upon Assignee, except as expressly set forth herein. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises, or from any other act or omission of Assignee either in collecting the Rents, or if Assignee shall have taken possession of the Premises, in managing the Premises, unless such loss is caused by the willful misconduct or gross negligence of Assignee.

7. No Mortgagee in Possession. In the absence of taking actual possession of the Premises by Assignee, in its own right and person, Assignee (a) shall not be deemed a mortgagee in possession, (b) shall not be responsible for the payment of any taxes or assessments with respect to the Premises, (c) shall not be liable to perform any obligation of the lessor under any Leases or under applicable law, (d) shall not be liable to any person for any dangerous or defective condition in the Premises nor for any negligence in the management, upkeep, repair, or control of the Premises resulting in loss or injury or death to any person, and (e) shall not be liable in any manner for the remediation of any environmental impairment.

8. Bankruptcy.

(a) Assignee shall have the right to proceed in its own name or in the name of Assignor in respect of any claim, suit, action or proceeding, relating to any Leases in a proceeding under the Bankruptcy Code including, without limitation, the right to file and prosecute, all to the exclusion of Assignor, any proofs of claim, complaints, motions, applications, notices and other documents.

(b) If there shall be filed by or against Assignor a petition under the Bankruptcy Code, and Assignor, as lessor under any Leases, shall determine to reject any Leases pursuant to Section 365(a) of the Bankruptcy Code, then Assignor shall give Assignee not less than ten (10) days' prior notice of the date on which Assignor shall apply to the bankruptcy court for authority to reject the Leases. Assignee shall have the right, but not the obligation, to serve

UNOFFICIAL COPY

upon Assignor within such ten (10)-day period a written notice stating that (i) Assignee demands that Assignor assume and assign the Leases to Assignee pursuant to Section 365 of the Bankruptcy Code and (ii) Assignee covenants to cure or provide adequate assurance of future performance under the Leases. If Assignee serves upon Assignor the notice described in the preceding sentence, Assignor shall not seek to reject the Leases and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Assignee of the covenant provided for in clause (ii) of the preceding sentence.

9. Indemnity of Assignee.

(a) Except with respect to Assignee's willful misconduct or gross negligence or any actions taken by Assignee after Assignee has received title to, the Premises pursuant to a foreclosure action or otherwise, Assignor hereby indemnifies Assignee for, and holds Assignee harmless from, and shall be responsible for, any and all liability, loss or damage which may be incurred by Assignee under the Leases, or under or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings under any of the Leases.

(b) Should Assignee 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 out-of-pocket costs, expenses and reasonable attorneys' fees, costs and expenses, shall be secured by the Mortgage and Assignor shall reimburse Assignee therefor, within ten (10) Business Days after Assignee's demand and Assignor's failure to do so shall constitute an Event of Default. Interest shall accrue on the amounts so expended by Assignee at the Default Rate from the date expended until repaid.

10. No Waiver of Rights by Assignee. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of any of its rights and remedies under the Note, Mortgage or any other Loan Document. This Assignment is made and accepted without prejudice to any of such rights and remedies possessed by Assignee to collect the Indebtedness and to enforce the Loan Documents, and said rights and remedies may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

11. Releases of Parties and Security. Assignee may take or release other security for the payment of the Indebtedness, may release any party primarily or secondarily liable therefor, and may apply any other security held by it to the satisfaction of any portion of the Indebtedness without prejudice to any of its rights under this Assignment.

12. Further Assurances. Assignor agrees that it will, from time to time, upon demand therefor by Assignee, deliver to Assignee an executed counterpart of each and every Lease. Further, Assignor agrees that it will execute, acknowledge and record such additional assurances and assignments as Assignee may request (in its reasonable discretion) covering any and all of the Leases. Such assignments shall be on forms approved by the Assignee, and Assignor agrees to pay all out-of-pocket costs reasonably incurred in connection with the examination of the Leases and the preparation, execution and recording of such assignments or any other related

UNOFFICIAL COPY

documents, including, without limitation, reasonable out-of-pocket fees of Assignee's local counsel.

13. Amendments. This Assignment may not be altered or amended except in writing, intended for that specific purpose, signed by both Assignor and Assignee.

14. Legal Construction.

(a) All terms contained herein shall be construed, whenever the context of this Assignment so requires, so that the singular number shall include the plural, and the plural the singular, and the use of any gender shall include all genders.

(b) The terms "include" and "including" as used in this Assignment shall be construed as if followed by the phrase "without limitation".

(c) Any provision of this Assignment permitting the recovery of attorneys' fees and costs shall be deemed to include such fees and costs incurred in all appellate proceedings.

15. Notices. All notices, consents, approvals and requests required or permitted hereunder or under any other Loan Document shall be given in writing and shall be delivered in accordance with the terms and conditions of Section 12.1(a) of the Loan Agreement.

16. Controlling Law. This instrument shall be governed by and construed in accordance with the laws of the State of Illinois.

17. Discharge. Until the payment in full of the Indebtedness (other than inchoate indemnity obligations), this Assignment shall continue in full force and effect, whether or not recorded. Assignor hereby authorizes Assignee to furnish to any applicable Person written notice that this Assignment remains in effect and agrees that such Person may rely upon and shall be bound by such statement. Upon payment in full of the Indebtedness (other than inchoate indemnity obligations) and the delivery and recording of a satisfaction or discharge of the Mortgage duly executed, this Assignment shall automatically be void and of no effect.

18. Severability. All rights, powers and remedies provided in this Assignment may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent (but only to the extent) necessary so that they will not render this Assignment invalid or unenforceable. If any term, covenant, condition, or provision of this Assignment or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remaining terms, covenants, conditions and provisions of this Assignment, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Assignment shall be modified and/or limited to the extent necessary to render the same valid and enforceable to the fullest extent permitted by law.

19. Successors and Assigns. This Assignment shall be binding upon Assignor's successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

UNOFFICIAL COPY

20. Conflict. Notwithstanding anything to the contrary herein, this Assignment shall be subject to the terms and conditions of the Loan Agreement and in the event of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Loan Agreement, the terms and conditions of the Loan Agreement shall prevail.

[Remainder of Page Intentionally Left Blank]

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

ASSIGNOR:

HSC HOTEL HOLDINGS LLC,
a Delaware limited liability company

By:  _____

Name: Eric Nordness

Title: Senior Vice President

Property of Cook County Clerk's Office

UNOFFICIAL COPY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Illinois)

COUNTY OF Cook)

SS:

On August 8th, 2019, before me, Michele T Dietz
Notary Public (insert name and title of the officer),

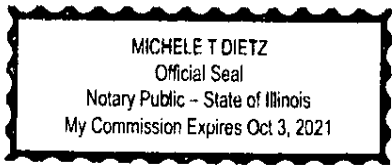
personally appeared Eric Nordness, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Michele T Dietz

[Seal]



UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

THE SUB-LEASEHOLD ESTATE CREATED BY THAT CERTAIN LEASE AGREEMENT, EXECUTED BY: HSC PLAZA AND BUILDING OPERATIONS LLC, AS LESSOR, AND HSC HOTEL HOLDINGS LLC, AS LESSEE, DATED OCTOBER 30, 2015, A MEMORANDUM OF WHICH WAS RECORDED NOVEMBER 3, 2015 AS DOCUMENT 1530719066, WHICH SUB-LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEAR BEGINNING OCTOBER 30, 2015 AND ENDING 75 YEARS LATER.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS AND IS DESCRIBED AS FOLLOWS:

PARCEL H1:

THAT PART OF LOTS 18 TO 24, BOTH INCLUSIVE, IN TALBOT'S SUBDIVISION OF THAT PART OF BLOCK 13, LYING WEST OF GREEN BAY ROAD (NOW CLARK STREET) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST 1/4 (EXCEPT 1.28 ACRES IN THE NORTHEAST CORNER THEREOF) OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +40.50 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +23.50 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 18; THENCE SOUTH 29 DEGREES 45 MINUTES 55 SECONDS EAST ALONG THE EAST LINE OF LOT 18 TO 23, INCLUSIVE, 137.30 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 29 DEGREES 45 MINUTES 55 SECONDS EAST ALONG THE EAST LINE OF LOTS 23 AND 24 A DISTANCE OF 25.89 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 36 SECONDS WEST 21.60 FEET; THENCE SOUTH 29 DEGREES 46 MINUTES 24 SECONDS EAST 1.31 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 36 SECONDS WEST 33.11 FEET; THENCE SOUTH 29 DEGREES 46 MINUTES 24 SECONDS EAST 48.00 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 36 SECONDS WEST 10.19 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 28.83 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 36 SECONDS WEST 5.97 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 19.31 FEET; THENCE NORTH 60 DEGREES 13 MINUTES 36 SECONDS EAST 5.81 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 8.75 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 36 SECONDS WEST 5.81 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 10.75 FEET; THENCE NORTH 60 DEGREES 13 MINUTES 36 SECONDS EAST 25.15 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 8.20 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 36 SECONDS WEST 5.13 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 0.55 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 36 SECONDS WEST 8.87 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 7.65 FEET; THENCE NORTH 60 DEGREES 13 MINUTES 36 SECONDS EAST 14.00 FEET; THENCE SOUTH 29 DEGREES 46 MINUTES 24 SECONDS EAST 7.44 FEET; THENCE NORTH 60 DEGREES 13 MINUTES 36 SECONDS EAST 24.12 FEET; THENCE SOUTH 29 DEGREES 46 MINUTES 24 SECONDS EAST 1.39 FEET; THENCE NORTH 60 DEGREES 13 MINUTES 36 SECONDS EAST 21.61 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL H2:

UNOFFICIAL COPY

THAT PART OF LOTS 18 TO 28, BOTH INCLUSIVE, IN TALBOT'S SUBDIVISION OF THAT PART OF BLOCK 13, LYING WEST OF GREEN BAY ROAD (NOW CLARK STREET) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST 1/4 (EXCEPT 1.28 ACRES IN THE NORTHEAST CORNER THEREOF) OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +40.50 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +23.50 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 18; THENCE SOUTH 29 DEGREES 45 MINUTES 55 SECONDS EAST ALONG THE EAST LINE OF LOT 18 TO 26, INCLUSIVE, 210.24 FEET; THENCE SOUTH 60 DEGREES 14 MINUTES 05 SECONDS WEST 72.55 FEET TO THE POINT OF BEGINNING; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 7.92 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 36 SECONDS WEST 18.16 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 5.12 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 36 SECONDS WEST 10.28 FEET; THENCE SOUTH 29 DEGREES 46 MINUTES 24 SECONDS EAST 13.04 FEET; THENCE NORTH 60 DEGREES 13 MINUTES 36 SECONDS EAST 28.44 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL H3:

THAT PART OF LOTS 18 TO 28, BOTH INCLUSIVE, IN TALBOT'S SUBDIVISION OF THAT PART OF BLOCK 13, LYING WEST OF GREEN BAY ROAD (NOW CLARK STREET) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST 1/4 (EXCEPT 1.28 ACRES IN THE NORTHEAST CORNER THEREOF) OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +56.50 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +40.50 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 18; THENCE SOUTH 29 DEGREES 45 MINUTES 55 SECONDS EAST ALONG THE EAST LINE OF LOT 18 TO 23, INCLUSIVE, 135.63 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 29 DEGREES 45 MINUTES 55 SECONDS EAST 134.87 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 36 SECONDS WEST 21.24 FEET; THENCE SOUTH 29 DEGREES 46 MINUTES 24 SECONDS EAST 1.99 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 36 SECONDS WEST 2.03 FEET; THENCE SOUTH 29 DEGREES 46 MINUTES 24 SECONDS EAST 3.01 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 36 SECONDS WEST 8.76 FEET; THENCE SOUTH 29 DEGREES 46 MINUTES 24 SECONDS EAST 24.16 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 36 SECONDS WEST 27.15 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 8.09 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 36 SECONDS WEST 33.55 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 39.26 FEET; THENCE NORTH 60 DEGREES 13 MINUTES 36 SECONDS EAST 20.19 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 11.32 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 36 SECONDS WEST 20.19 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 46.04 FEET; THENCE NORTH 60 DEGREES 13 MINUTES 36 SECONDS EAST 2.00 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 8.91 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 36 SECONDS WEST 2.00 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 47.47 FEET; THENCE NORTH 60 DEGREES 13 MINUTES 36 SECONDS EAST 4.92 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 5.49 FEET; THENCE NORTH 60 DEGREES 13 MINUTES 36 SECONDS EAST 9.63 FEET; THENCE SOUTH 29 DEGREES 46 MINUTES 24 SECONDS EAST 52.91 FEET; THENCE NORTH 60 DEGREES 13 MINUTES 36 SECONDS EAST 44.97 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 0.36 FEET; THENCE NORTH 60 DEGREES 13 MINUTES 36 SECONDS EAST 33.22 FEET, IN COOK COUNTY, ILLINOIS.

PARCEL H4:

UNOFFICIAL COPY

THAT PART OF THE FOLLOWING 3 PARCELS TAKEN AS A TRACT, SAID PART LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +98.50 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +56.50 FEET CHICAGO CITY DATUM AND WITHIN ITS HORIZONTAL BOUNDARY PROJECT VERTICALLY:

LOTS 18 TO 26, BOTH INCLUSIVE, AND THAT PART OF LOTS 27 AND 28 LYING WEST OF A LINE DRAWN FROM A POINT IN THE SOUTH LINE OF SAID LOT 28, A DISTANCE OF 52.50 FEET WEST OF THE SOUTHEASTERLY CORNER THEREOF, TO A POINT IN THE NORTHEASTERLY LINE OF LOT 27, A DISTANCE OF 6.50 FEET NORTHWESTERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT 27 IN TALBOT'S SUBDIVISION OF THAT PART OF BLOCK 13, LYING WEST OF GREEN BAY ROAD (NOW CLARK STREET) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST 1/4 (EXCEPT 1.28 ACRES IN THE NORTHEAST CORNER THEREOF) OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

ALL THAT PART OF LOTS 27 AND 28 OF TALBOT'S SUBDIVISION OF THAT PART OF BLOCK 13 LYING WEST OF GREEN BAY ROAD (NOW CALLED CLARK STREET) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO WIT: ALL THOSE PARTS OF SAID LOTS 27 AND 28 WHICH ARE LOCATED EAST OF A LINE DRAWN FROM A POINT IN THE SOUTH LINE OF THE AFORESAID LOT 28 WHICH IS 52.5 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT, STRAIGHT TO A POINT IN THE NORTHEASTERLY LINE OF THE AFORESAID LOT 27 WHICH IS 6.5 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY CORNER OF SAID LOT, ALL IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF NORTH SEMINARY AVENUE DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF LOT 28 AND A LINE 2.0 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 28 IN TALBOT'S SUBDIVISION OF THAT PART OF BLOCK 13 LYING WEST OF GREEN BAY ROAD (NOW CALLED CLARK STREET) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST 1/4 (EXCEPT 1.28 ACRES IN THE NORTHEAST CORNER THEREOF) OF SECTION 20 TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTHEASTERLY ALONG THE SOUTHEASTERLY EXTENSION OF SAID LINE 2.0 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF LOT 28, A DISTANCE OF 70.0 FEET; THENCE SOUTHWESTERLY TO A POINT ON THE EASTWARDLY EXTENSION OF THE SOUTH LINE OF LOT 28, A DISTANCE OF 25.0 FEET TO THE SOUTH EAST CORNER OF SAID LOT 28; THENCE WEST ON SAID EASTWARDLY EXTENSION OF THE SOUTH LINE OF LOT 28, A DISTANCE OF 25 FEET TO THE SOUTH EAST CORNER OF SAID LOT 28; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 28 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

APN: 14-20-225-030-0000; 14-20-225-031-0000; 14-20-225-032-0000; 14-20-225-033-0000; 14-20-225-034-0000; 14-20-225-035-0000; 14-20-225-036-0000; 14-20-225-037-0000; 14-20-225-038-0000; 14-20-225-040-0000