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Doc# 1927606056 Fee \$88.00

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EDHARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 10/03/2019 11:47 Am PG: 1 OF 10

WHEN RECORDED, RETURN TO:

Tacey Law Group PS 330-112<sup>th</sup> Avenue NE, Suite 300 Bellevue, Washington 98004

TO BE RECORDED IN THE PROPERTY RECORDS OF COOK COUNTY, ILLINOIS

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SUCJUITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

## ASSIGNMENT OF LEASES AND RENTS

**FROM** 

#### FULLERTON PROPERTY HOLDINGS, Lic

An Illinois limited liability company

TO

### FAIRVIEW LOANS IV, LLC

A Delaware limited liability company

Property Address:

1645-1655 W. Fullerton Avenue City of Chicago County of Cook State of Illinois P P Y SC NT R

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## ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), is made as of the 27th day of September 2019, by and from FULLERTON PROPERTY HOLDINGS, LLC, a Illinois limited liability company, authorized to do business in the State of Illinois and whose address for all purposes hereunder is 4901 W. Irving Park Road, 2d Floor, Chicago, Illinois, 60641 as Grantor ("Grantor"), for the benefit of FAIRVIEW LOANS IV, LLC, a Delaware limited liability company, as Beneficiary ("Beneficiary"). (together with its successors and/or assigns, "Lender").

### RECITALS:

- 1. Borrower owns real property located in the City of Chicago, County of Cook and State of Illinois, as more particularly described in Exhibit A attached hereto and by this reference incorporated herein. Except as otherwise stated or defined herein, all capitalized terms in this Assignment shall have the same rearing as defined in the Loan Agreement.
- 2. Borrower has executed and delivered to Lender that certain Loan Agreement, dated as of even date herewith (the "Loan Agreen ent") and a certain Promissory Note (as amended from time to time, the "Note") of even date herewith in the principal amount of \$7,280,000.00, and in connection therewith, Borrower has executed and delivered to Lender, that certain mortgage of even date and recorded contemporaneously herewith (as amended and in effect from time to time, the "Security Instrument"), securing the indebtedness liabilities and Obligations of Borrower under the Loan Agreement and Note (collectively, the "Obligations"). The Note matures on the Initial Maturity Date, same as may be extended pursuant to the terms of the Note.
- 3. Borrower desires to transfer and assign to Lender, all of its right, title and interest in, to and under (a) any and all leases, subleases, lettings, licenses, agreements relating to the user occupancy of or affecting the Property, now existing or hereafter entered into (collectively, the "Leases"), and all amendments, extensions, modifications, replacements or revew is of any of the foregoing and (b) the rents, income and profits due, or to become due thereunder and the right to enforce, whether at law or in equity or by any other means, all provisions thereof, including, without limitation, any guarantees of the obligations owed Borrower thereunder (collectively, the "Rents").

NOW, THEREFORE, for the consideration of Ten and No/100 Dollars (\$10.00), with intent to be legally bound hereby, and as an inducement for the making of the loan evidenced by the Note and secured by the Security Instrument, Borrower hereby transfers, sets over and assigns to Lender, for the sole and exclusive benefit of Lender, all right, title and interest of Borrower in, to and under (a) the Leases and all amendments, extensions, modifications, replacements or renewals thereof, and (b) the Rents. This Assignment is intended to be and is an absolute present assignment from Borrower to Lender and is not intended and does not constitute either additional security or the passage of a security interest; provided, however, that Borrower shall only have a license to collect, except as hereinafter provided, the Rents accruing by virtue of the Leases as they

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respectively become due ("License"), but not in advance, and to enforce the agreements of the Leases, so long as there is no Event of Default. Borrower covenants and agrees, however, that in exercising its License it shall hold any and all such Rents in trust for the benefit of Lender and shall apply the same in payment of the Obligations, to the extent then due, with the balance, so long as no Event of Default has occurred, to the account of Borrower.

Borrower further covenants and agrees as follows:

- 1. Lender as Creditor of Lessee. Upon execution of this Assignment, Lender, and not Borrower, shall be the creditor of each lessee under any Lease (each, a "Lessee") in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting any such Lessee. However, to the extent permitted by law, Borrower, and vot Lender, shall be the party obligated to make timely filings of claims in such proceedings or to concrevise pursue creditor's rights therein. Lender shall have the option to apply any monies received by it as such creditor to the reduction of the principal of or the prepayment premium, if any, or interest on the Obligations.
- Default Remedies of Lender. It shall constitute an "Event of Default" under this 2. Assignment if (a) Borrower fails to perform any obligation or observe any condition under this Assignment beyond the applicable grace period therefor or, if no such grace period is applicable, for a period of thirty (30) days or more after the occurrence of such failure, or (b) an event of default occurs under the Loan Agreement, the Note, the Security Instrument, under any of the other Loan Documents or any other deed of trust, deed to secure debt, security deed, mortgage, security agreement, cash collateral agreement, cash management agreement, lockbox agreement, environmental indemnity agreement, guaranty, assignment of leases or rents, pledge agreement or any other instrument now or hereafter given to evidence or further secure the payment of any of the Obligations. If an Event of Default occurs under this Assignment the License of Borrower to collect Rents shall cease and terminate. Lender shall thereupon be authorized at its option to enter and take possession of all or part of the Property, and to perform all acts necessary for the operation and maintenance of the Property in the same manner and to the same excent that Borrower might reasonably so act. Upon and after an Event of Default, either with or without entering upon or taking possession of the Property, Lender shall also be authorized, but under no obligation, to collect the Rents arising from the Leases, and to enforce performance of any other terms of the Leases including, but not limited to, Borrower's rights to fix or modify Rents, sue for possession of the leased Property, relet all or part of the leased Property, and collect all rents, income and profits under such new leases. Borrower shall also pay to Lender, promptly upon any Event of Default, (i) all rent prepayments and security or other deposits paid to Borrower pursuant to any Lease assigned hereunder and (ii) all charges for services or facilities or for escalation which have theretofore been paid pursuant to any such Lease to the extent allocable to any period from and after any Event of Default. Lender will, after payment of all proper costs, charges and any damages including, without limitation, those payable pursuant to Section 6 hereof, apply the net amount of such Rents to the sums then due to Lender under the Loan Documents. Lender shall have sole discretion as to the manner in which such net income is applied, the reasonableness of the costs to which it is applied, and the items that will be credited thereby. Borrower and Lender agree and stipulate that upon execution of this Assignment, Borrower's only interest in the Leases or Rents is as a licensee revocable upon the occurrence of an Event of Default as defined herein.

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- 3. <u>Termination of Assignment</u>. When Borrower pays Lender for the full amount of the indebtedness secured by the Security Instrument and evidenced by the Note, this Assignment shall be terminated and released of record by Lender and shall thereupon be of no further force and effect.
- 4. Notice to Lessee of Borrower's Default. A "Notice of Enforcement" demanding payment by the Lessee to Beneficiary of all unpaid accrued Rents and all unaccrued Rents as they accrue may be sent by Lender to a Lessee. Upon receipt from Lender of a Notice of Enforcement, each Lesses is hereby authorized and directed to pay directly to Lender all Rents accrued before the date the Lessee received the Notice of Enforcement but remain unpaid and those Rents accruing after the date Lessee received the Notice of Enforcement from Lender, and the receipt of Rents by Lender shall be a release of such Lessee to the extent of all amounts so paid. The receipt by a Lessee of a Notice of Enforcement shall be sufficient authorization for such Lessee to make all future payments of Ren's directly to Lender and each such Lessee shall be entitled to rely on the Notice of Enforcement and shall have no liability to Borrower for any Rents paid to Lender after the Lessee's receipt of the Notice of Enforcement. Borrower acknowledges and agrees that Rents so received by Lender under this Assignment may be applied by Lender to the payment of the following (in such order and priority as Lender shall determine): (i) all operating expenses for the Property; (ii) all expenses incident to taking and retaining possession of the Property and/or collecting Rent as it becomes due and payrole; and (iii) the Debt. In no event will the provisions of this Section reduce the Debt except to the extent, if any, that Rents are actually received by Lender and applied upon or after said receipt to such Debt, it being recognized that there is no obligation by Lender to do so. Borrower further acknowledges that Lender shall have no obligation to apply any Rents received by Lender toward the expenses of protecting or maintaining the Property. Without impairing its rights hereunder, Lender may, at its option, at any time and from time to time, release to Borrower, Rents so received by Lender or any part thereof. As between Borrower and Lender, and any Person claiming through or uncer Borrower, other than any Lessee under the Leases who has not received a Notice of Enforcement, this Assignment is intended to be unconditional and presently and immediately effective, and the Notice of Enforcement hereof is intended solely for the benefit of each such Lessee and shall never inure to the benefit of Borrower or any Person claiming through or under Borrower, other than a Lessee who has not received such notice. BORROWER SHALL HAVE NO RIGHT OR CLAIM AGAINST ANY LESSEE FOR THE PAYMENT OF ANY RENTS TO LENDER HEREUNDER AND FORROWER HEREBY INDEMNIFIES AND AGREES TO HOLD HARMLESS EACH LESSEE FROM AND AGAINST ALL LIABILITY, LOSS, COST, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY SUCH LESSEE BY REASON OF SUCH LESSEE'S COMPLIANCE WITH ANY DEMAND FOR PAYMENT OF RENTS MADE BY LENDER COMTEMPLATED BY THIS ASSIGNMENT.
- 5. Assignment of Lender's Interest in Lease. If Borrower has defaulted under the Loan Documents, Lender shall then have the right to assign Lender's right, title and interest in and to the Leases to any Person acquiring title to the Property through foreclosure or otherwise. Such assignee shall not be liable to account to Borrower for the Rents thereafter accruing. Lender shall also have the right to assign at any time Lender's right, title and interest in and to the Leases to

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any Person acquiring Lender's right, title and interest in and to any of the Obligations or the Loan Documents.

- Indemnification of Lender. Borrower hereby agrees to indemnify and hold Lender 6. harmless from any and all liability, loss or damage that Lender may incur under the Leases or by reason of this Assignment, except for liability, loss or damage incurred as a direct result of Lender's willful misconduct or negligence. Such indemnification shall also cover any and all claims that may be asserted against Lender under the Leases or this Assignment. Nothing in this Section shall be construed to bind Lender to the performance of any Lease provisions, or to otherwise impose any liability upon Lender including, without limitation, any liability under covenants of quiet enjoyment in the Leases in the event that any Lessee shall have been joined as party defendent in any action to foreclose the Security Instrument and shall have been barred thereby of all right, title, interest, and equity of redemption in the Property. This Assignment imposes no liability upon Lender for the operation and maintenance of the Property or for carrying out the terms of any Lesse before Lender has entered and taken possession of the Property or acquired title to the Property. Any loss or liability incurred by Lender, by reason of actual entry and taking possession under any Lease or this Assignment or in the defense of any claims shall, at Lender's request, be reimbursed by Borrower. Such reimbursement shall include interest at the Default Rate, costs, expenses and reasonable attorneys' fees. Lender may, upon entry and taking of possession, collect the Rents and apply them to reimbursement for any such loss or liability.
- 7. Quality of Borrower's Title to Leases. Borrower represents itself to be the absolute owner of the lessor's interest in the Leases, with absolute right and title to assign the Leases and the Rents due or to become due thereunder.
- 8. New Leases, Amendments and Terminations. Except in the ordinary course of business, Borrower covenants not to enter into any new Lease, to cancel, abridge, surrender or terminate any Lease or change, alter or modify any Lease, without the prior written consent of Lender. Borrower covenants to not make any subsequent assignment or pledge of any Lease, or consent to subordination of the interest of any Lessee under any Lease to any Person other than Lender, without the prior written consent of Lender. Any attempt at: (i) cancellation, surrender, termination, change, alteration, or modification, except in the ordinary course of business; or (ii) assignment, pledge or subordination of any Lease without the written consent of Lender, shall be null and void.
- 9. <u>Delivery of Necessary Instruments to Lender</u>. Borrower shall execute and deliver to Lender, and hereby irrevocably appoints Lender, its successors and assigns, as Borrower's attorney-in-fact to execute and deliver during the term of this Assignment, all further instruments necessary to make this Assignment and any further assignment effective. Borrower shall, upon demand, pay to Lender, or reimburse Lender for the payment of, any and all reasonable costs and expenses (including reasonable attorneys' fees) incurred in connection with the preparation and recording of such instruments.
- 10. <u>Partial Release</u>. Borrower expressly acknowledges and agrees any request that any portion of the Property sought to be released from this Assignment shall be governed by <u>Section 6.07</u> of the Loan Agreement.

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- execute any other assignment or pledge of the Leases, of any interest therein, or of any Rents payable thereunder. Borrower acknowledges that it has no further right, title, or interest in the Leases or Rents capable of being assigned to any other Person or entity. Borrower shall perform all of its covenants as Lessor under the Leases, shall not take any actions that would, either presently or with the passage of time, cause a default by Borrower under the Leases, shall enforce the performance thereunder by all Lessees to the extent that said default(s) by Lessees has a material adverse effect on the Property or Borrower's ability to make any payments under the Loan Documents when and as due, and shall not permit any release of liability of any Lessee or any withholding of rent payments by any Lessee.
- Documents. Notwith standing any variation of the terms of the Loan Documents, including any increase or decrease in the principal amount thereof or in the rate of interest payable thereunder or any extension of time for payment thereunder or the release of any part of the Property subject to the Security Deed, the Leas is and the benefits hereby assigned shall continue in accordance with the terms of this Assignment.
- 13. <u>Exercise of Lender's Pights</u>. Lender's failure to avail itself of any of its rights under this Assignment for any period of are, or at any time or times, shall not constitute a waiver thereof. Lender's rights and remedies hereuruer may be exercised as often as Lender deems expedient.
- WAIVER OF TRIAL BY JURY AND CERTAIN DAMAGES.BORROWER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BYLAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING ORCOUNTERCLAIM FILED BY EITHER PARTY, WHETHER IN CONTRACT, TORTOP OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOANEVIDENCED BY THE NOTE, THIS ASSIGNMENT, THE SECURITY INSTRUMENT, THE LOAND OCUMENTS, OR ANY ACTS OR OMISSIONS OF LENDER IN CONNECTIONTHERI WITH. FURTHER, BORROWER WAIVES ANY RIGHT IT MAY HAVE TOCLAIM OR RECOVER, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANYSPECIAL, EXEMPLARY PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGESOTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. BORROWERACKNOWLEDGES AND AGREES THAT THIS SECTION IS A SPECIFIC ANDMATERIAL ASPECT OF THIS ASSIGNMENT AND THAT LENDER WOULD NOTEXTEND CREDIT TO BORROWER IF THE WAIVERS SET FORTH IN THISSECTION WERE NOT A PART OF THIS ASSIGNMENT. THIS WAIVER OF RIGHTTO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BYBORROWER, AND IS INTENDED TO **ENCOMPASS** INDIVIDUALLY EACHINSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURYWOULD OTHERWISE ACCRUE. LENDER IS HEREBY AUTHORIZED TO FILE ACOPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCEOF THIS WAIVER BY BORROWER.

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- 15. <u>Cumulative Rights and Remedies</u>. The rights and remedies of Lender under this Assignment are cumulative and are not in lieu of, but are in addition to, any other rights or remedies which Lender shall have under the Loan Agreement, Note, the Security Instrument or any other instrument constituting security for the Obligations, or at law or in equity.
- 16. <u>Power of Attorney</u>. To the extent permitted by law, an irrevocable power of attorney, herein granted by Borrower, coupled with an interest, to take any and all of the action set forth in Section 2 of this Assignment and any or all other actions designated by Lender for the proper management and preservation of the Property.
- Person or set of circumstances, shall to any extent be invalid, illegal, or unenforceable, the remainder of this Assignment, or the application of such provision or part thereof to Persons or circumstances other than those as to which it is invalid, illegal, or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent consistent with applicable law and this Assignment shall be interpreted and construed as though such invalid, illegal, or unenforceable term or provision (or any portion thereof) were not contained in this Assignment.
- 18. <u>Captions</u>. The captions or headings at the beginning of each Section hereof are for the convenience of the parties only and are not part of this Assignment.
- 19. <u>Counterparts</u>. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall be construed together and shall constitute one instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.
- 20. <u>Notices</u>. All notices required or permitted hereunder shall be given as provided in the Security Instrument.
- 21. Amendment, Modification or Cancellation of Assignment. No amendment, modification or cancellation of this Assignment or any part hereof shall be info ceable without Lender's prior written consent.
- 22. <u>Applicable Law</u>. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

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## SIGNATURE PAGE TO ASSIGNMENT OF LEASES AND RENTS

IN WITNESS WHEREOF, Borrower has duly executed this Assignment under seal the date first above written.

#### **BORROWER:**

FULLERTON PROPERTY HOLDINGS, LLC

an Illinois limited liability company

By: VIIIV

Name: Charles H. Cui

Title: Sole Member and Manager

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

OFFICIAL SEAL KOSTAS CIOS NOTARY PUBLIC, STATE OF ILLINOIS NOTARY PUBLIC, personally appeared Charles H. Cui, Member Manager of Fullerton Property Holdings, LLC, and known to me to be a number or designated agent of the limited liability company that executed the Mortgage and acknowledged the Mortgage to be the fire and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating the true sees and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the limited liability company.

Residing at: 200 C Julia Charles (Lineau Close)

Notary Public in and for the State of 11 1013

My commission expires 7-3-3-3

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#### EXHIBIT A

#### **LEGAL DESCRIPTION**

#### PARCEL 1:

LOTS 7, 8, 9 AND 10 IN BLOCK 1 IN FULLERTON'S THIRD ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THAT PART OF THE EAST AND WEST 16 FOOT VACATED ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 7 TO 10 BOTH INCLUSIVE AND LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 37 TO 40 BOTH INCLUSIVE LYING EAST OF AND ADJOINING THE WEST LINE OF SAID LOT 7 PRODUCED SOUTH 16 FEET AND LYING WESTERLY OF AND ADJOINING A LINE DEAVYN FROM THE SOUTHEAST CORNER OF SAID LOT 10 TO THE NORTHEAST 1/4 CORNER OF SAID LOT 37 ALL IN BLOCK 1 OF FULLERTON'S THIRD ADDITION TO CHICAGO IN THE NORTHEAST 1 4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

LOTS 37, 38, 39, 40 AND THAT PART OF LOT 41 LYING EAST OF THE EAST LINE OF THE WEST 17.69 FEET THEREOF, ALL IN BLOCK 1 IN FULLERTON'S THIRD ADDITION TO CHICAGO AFORESAID ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF LOTS 15 AND 16 IN BLOCK 1 IN FULLERTON'S THIPD ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A SINGLE TRACT OF LAND AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID LOT 15 A DISTANCE OF 84.06 FEET EAST OF THE NORTHWEST CORNER OF LOT 12 IN SAID BLOCK 1 IN FULLERTON'S (HI) D ADDITION TO CHICAGO; THENCE EAST ON THE NORTH LINE OF SAID LOTS 15 AND 10 A DISTANCE OF 24.28 FEET TO THE WEST LINE OF A PUBLIC ALLEY, AS DEDICATED BY INSTRUMENT RECORDED IN THE OFFICE OF THE RECORDER'S OF COOK COUNTY, ILLINOIS. SEPTEMBER 9, 1912, AS DOCUMENT 5039596; THENCE SOUTH ALONG THE WEST LINE OF SAID ALLEY A DISTANCE OF 135 FEET TO A POINT 31 FEET NORTH OF THE SOUTH LINE OF ALLEY VACATED BY ORDINANCE RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, SEPTEMBER 9, 1912, AS DOCUMENT 5039595; THENCE WEST AT RIGHT ANGLES TO THE WEST LINE OF SAID ALLEY 23.35 FEET, THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID ALLEY 58.64 FEET, THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 15, 1.72 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID ALLEY 4.75 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 15, 2.62 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID ALLEY 4.75 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 15, 2.62 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID ALLEY 71.61 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

#### PARCEL 5:

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LOTS 28, 29, 30, 31, 32, 33, 34 AND 35 IN BLOCK 1 IN FULLERTON'S THIRD ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO THAT PART OF LOTS 12, 13, 14, 15 AND 16 AND THE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOTS, TAKEN AS A SINGLE TRACT OF LAND, AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 12, THENCE SOUTH ON THE WEST LINE OF SAID LOT 12 A DISTANCE OF 150 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE SOUTHWESTERLY TO THE NORTHWEST CORNER OF LOT 35: THENCE EAST ALONG THE SOUTH LINE OF AN ALLEY VACATED BY ORDINANCE RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS SEPTEMBER 9, 1912 AS DOCUMENT 5039595 TO THE WEST LINE, EXTENDED SOUTH, OF A NORTH AND SOUTH PUBLIC ALLEY AS DEDICATED BY INSTRUMENT RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLIN'013 SEPTEMBER 9, 1912 AS DOCUMENT 5039596; THENCE NORTH ON SAID WEST LINE OF 5/1D PUBLIC ALLEY A DISTANCE OF 31 FEET; THENCE WEST AT RIGHT ANGLES TO THE SAID WEST LINE OF SAID ALLEY A DISTANCE OF 23.35 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID ALLEY 58.64 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 15, 1.72 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID ALLEY, 4.75 FEFT, THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 15, 2.62 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID ALLEY, 71.61 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID LOT 15, 84.06 FEET EAST OF THE NORTHWEST CORNER OF LOT 12; THENCE WEST ON THE NORTH LINE OF SAID LOTS A DISTANCE OF 84.06 FEET TO THE PLACE OF BEGINNING, ALL IN BLOCK 1 IN FULLERTON'S THIRD ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 6:

LOTS 11 AND 36 IN BLOCK 1 IN FULLERTON'S THIRD ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### AND

THAT PART OF THE EAST AND WEST 16 FOOT VACATED ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 11 AND LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 36, LYING WEST AND WESTERLY OF THE WESTERLY LINE OF THE VACATED EAST AND WEST 16 FOOT ALLEY VACATED BY ORDINANCE 5039595 AND LYING EAST OF THE EAST EASTERLY LINE OF VACATED EAST/WEST 16 FOOT ALLEY VACATED BY ORDINANCE RECORDED AS DOCUMENT 15210077 IN BLOCK 1 OF FULLERTON'S THIRD ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax ID: 14-31-201-012-0000 Vol. 492; 14-31-201-043-0000 Vol. 492; 14-31-201-048-0000 Vol. 492; 14-31-201-058-0000 Vol. 492; 14-31-201-059-0000 Vol. 492; 14-31-201-063-0000 Vol. 492; 14-31-201-065-0000 Vol. 492; 14-31-201-084-0000 Vol. 492.