

UNOFFICIAL COPY



Doc# 2118919034 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 07/08/2021 02:50 PM PG: 1 OF 12

Illinois – Cicero

Loan No. 344297

RECORDING REQUESTED BY

The Northwestern Mutual Life Ins. Co.  
720 East Wisconsin Avenue - Rm N16WC  
Milwaukee, WI 53202  
Attn: Eric Deskins

WHEN RECORDED MAIL TO

The Northwestern Mutual Life Ins. Co.  
720 East Wisconsin Avenue - Rm N16WC  
Milwaukee, WI 53202  
Attn: Sosi Mikaelian

Permanent Tax No. 16-04-227-013-0000

Property Address: 1400 N. Cicero Avenue, Chicago, IL

SPACE ABOVE THIS LINE FOR RECORDER'S USE

0041210221961 05 3/3

**ABSOLUTE ASSIGNMENT OF LEASES AND RENTS**

(With License Back)

THIS Absolute Assignment of Leases and Rents (this "Assignment") is made as of the 24th day of June, 2021, by SH 7208-7209 LLC, a Delaware limited liability company, whose mailing address is 6467 Main Street, Williamsville, New York 14221, (herein called "Borrower") in favor of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a Wisconsin corporation, whose mailing address is c/o Real Estate Department, 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, (herein called "Lender").

WITNESSETH

# UNOFFICIAL COPY

FOR AND IN CONSIDERATION of the indebtedness hereinafter described, Borrower has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey, unto Lender, its successors and assigns forever, all and singular the property hereinafter described (collectively, the "Security"), to wit:

(a) All rents, issues and profits arising from or related to the land, situated in the County of Cook and State of Illinois and described in Exhibit "A" attached hereto and fully incorporated herein by reference for all purposes and all improvements and any other property, whether real, personal or mixed, located thereon (which land, improvements and other property are hereinafter collectively called the "Property");

(b) All of Borrower's rights, titles, interests and privileges, as lessor, in the leases now existing or hereafter made affecting the Property, whether or not made by Borrower and as the same may have been, or may from time to time hereafter be, modified, extended and renewed (hereinafter collectively called the "Leases" and individually called a "Lease");

(c) All tenant security deposits and other amounts due and becoming due under the Leases;

(d) All guarantees of the Leases, including guarantees of tenant performance;

(e) All insurance proceeds, including rental loss coverage and business interruption coverage with respect to the Leases; and

(f) All judgments and settlements of claims in favor of Borrower (including condemnation proceeds, if any) and all rights, claims and causes of action under any court proceeding, including without limitation any bankruptcy, reorganization or insolvency proceeding, or otherwise arising from the Leases.

TO HAVE AND TO HOLD the Security unto Lender, its successors and assigns forever, and Borrower does hereby bind itself, its heirs, legal representatives, successors and assigns, to warrant and forever defend the Security unto Lender, its successors and assigns forever against the claim or claims of all persons whomsoever claiming the same or any part thereof.

## ARTICLE I

# UNOFFICIAL COPY

## DEFINITIONS

1.01 **Terms Defined Above**. As used in this Assignment, the terms "Borrower", "Leases", "Lender", "Property", and "Security" shall have the respective meanings indicated above.

1.02 **Certain Definitions**. The following terms shall have the meanings assigned to them below whenever they are used in this Assignment, unless the context clearly otherwise requires. Except where the context otherwise requires, words in the singular form shall include the plural and vice versa.

"Borrowers" shall have the meaning ascribed in the Master Loan Agreement.

"Commitment" shall have the meaning ascribed in the Master Loan Agreement.

"Event of Default" shall have the meaning ascribed in the Master Loan Agreement.

"Lien Instrument" shall mean that certain Mortgage, Security Agreement and Fixture Filing of even date herewith, executed by Borrower and granting a lien on the Property to Lender, as such instrument may be amended and restated from time to time.

"Loan Documents" shall have the meaning ascribed in the Master Loan Agreement.

"Master Loan Agreement" means that certain Master Loan Agreement of even date herewith executed by Lender, SH 7210 LP, a Delaware limited partnership, WICNN NEWARK, LLC, a Delaware limited liability company, WICNN STILLWATER, LLC, a Delaware limited liability company, SH 7201 LLC, a Delaware limited liability company, SH 7211-7212 LLC, a Delaware limited liability company, SH 7213-7216 LLC, a Delaware limited liability company, SH 7203-7207 LLC, a Delaware limited liability company, SH 7208-7209 LLC, a Delaware limited liability company, as it may be amended from time to time in accordance with its terms.

"Note" shall have the meaning ascribed in the Master Loan Agreement.

"Obligations" shall mean the following:

- (a) The indebtedness evidenced by the Note and all interest thereon;
- (b) The performance of all covenants and agreements of Borrower contained in the Loan Documents;
- (c) All funds hereafter advanced by Lender to or for the benefit of Borrower as contemplated by any covenant or provision contained in any Loan Document and all interest thereon;
- (d) All renewals, extensions, rearrangements and modifications of any of the Obligations described hereinabove; and

# UNOFFICIAL COPY

(e) Any and all attorneys' fees and expenses of collection payable under the terms of any Loan Document.

## ARTICLE II ASSIGNMENT

2.01 **Absolute Assignment.** To the extent permitted by applicable law, this Assignment is, and is intended to be, an absolute and present assignment of the Security from Borrower to Lender with a concurrent license back to the Borrower (which license is subject to revocation upon the occurrence of an Event of Default as herein provided) and is not intended as merely the granting of a security interest relating to the Obligations.

2.02 **License.** Borrower is hereby granted the license to manage and control the Security and to collect at the time of, but not prior to, the date provided for the payment thereof, all rents, issues and profits from the Property and to retain, use and enjoy the same. The license created and granted hereby shall be revocable upon the terms and conditions contained herein.

2.03 **Revocation of License.** Immediately upon the occurrence of an Event of Default and at any time thereafter, Lender may, at its option and without regard to the adequacy of the security for the Obligations, either by an authorized representative or agent, with or without bringing or instituting any judicial or other action or proceeding, or by a receiver appointed by a court, immediately revoke the license granted in Section 2.02, as evidenced by a written notice to said effect given to Borrower, and further, at Lender's option (without any obligation to do so), take possession of the Property and the Security and have, hold, manage, lease and operate the Property and the Security on such terms and for such period of time as Lender may deem proper, and, in addition, either with or without taking possession of the Property, demand, sue for or otherwise collect and receive all rents, issues and profits from the Property, including those past due and unpaid, with full power to make, from time to time, all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to the Lender in its sole discretion, and to apply (in such order and priority as Lender shall determine in its sole discretion) such rents, issues and profits to the payment of:

(a) all expenses of (i) managing the Property, including without implied limitation, the salaries, fees and wages of a managing agent and such other employees as Lender may in its sole discretion deem necessary or desirable, (ii) operating and maintaining the Property, including without implied limitation, all taxes, charges, claims, assessments, water rents, sewer rents and any other liens, and premiums for all insurance which Lender may in its sole discretion deem necessary or desirable, (iii) the cost of any and all alterations, renovations, repairs or replacements of or to the Property, and (iv) any and all expenses incident to taking and retaining possession of the Property and the Security; and

(b) the Obligations.

The exercise by Lender of the rights granted it in this Section 2.03, and the collection and receipt of rents, issues and profits and the application thereof as herein provided, shall not be considered a waiver of any Event of Default.

# UNOFFICIAL COPY

2.04 **Trust Funds.** All monies or funds covered by this Assignment paid to, or for the benefit of, Borrower after any default are hereby declared, and shall be deemed to be, trust funds in the hands of Borrower for the sole benefit of Lender, until all defaults have been cured or waived or the Obligations have been paid and performed in full. Borrower, or any officer, director, representative or agent thereof receiving such trust funds or having control or direction of same, is hereby made and shall be construed to be a trustee of such trust funds so received or under its control and direction, and such person shall be under a strict obligation and duty should such persons receive or constructively receive trust funds to (1) remit any and all such trust funds to Lender within twenty-four (24) hours of receipt, upon demand therefor by Lender or (2) to apply such trust funds only to Obligations then due or the operating expenses of the Property.

## ARTICLE III COVENANTS, REPRESENTATIONS AND WARRANTIES

3.01 **Liability.** Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Property after an Event of Default or from any other act or omission of Lender in managing the Property or the Security after an Event of Default, except for acts constituting gross negligence or willful misconduct. Lender shall not be obligated to perform or discharge, nor does Lender hereby undertake to perform or discharge, any obligation, duty or liability under any Lease, and Borrower shall and does hereby indemnify Lender for, and save and hold Lender harmless from, any and all liability, loss or damages, except so much thereof as shall result from the gross negligence or willful misconduct of Lender, which may or might be incurred under any Lease or 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 obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in any Lease, including without implied limitation, any claims by any tenants of credit for rents for any period paid to and received by Borrower but not delivered to Lender. Should Lender incur any such liability under any Lease in defense of any such claim or demand, the amount thereof, including without implied limitation all costs, expenses and attorneys' fees, shall be added to the principal of the Note and Borrower shall reimburse Lender therefor immediately upon demand. This Assignment shall not operate to place responsibility upon Lender for the control, care, upkeep, management, operation or repair of the Property and the Security or for the carrying out of any of the terms and conditions of any Lease; nor shall this Assignment operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other party, for any dangerous or defective condition of the Property or for any negligence in the control, care, upkeep, operation, management or repair of the Property resulting in loss or injury or death to any tenant, licensee, employee, stranger or other person whatsoever.

3.02 **Termination.** Upon payment and performance of the Obligations in full, this Assignment shall become null and void and of no further legal force or effect, but the affidavit, certificate, letter or statement of any officer, agent, authorized representative or attorney of Lender showing any part of the Obligations remaining unpaid or unperformed shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment upon which any person may, and is hereby authorized to, rely. Borrower hereby authorizes and directs all tenants under the Leases, all guarantors of Leases, all insurers providing rental loss or business interruption insurance with respect to the Property, all governmental authorities and all other occupants of the Property, upon receipt from Lender of written notice to the effect that Lender is then the holder of the Note and that an Event of Default exists, to pay over to Lender all rents and

# UNOFFICIAL COPY

other amounts due and to become due under the Leases and under guaranties of the Leases and all other issues and profits from the Property and to continue so to do until otherwise notified in writing by Lender. This right may be exercised without Lender taking actual or constructive possession of the Property or any part thereof.

3.03 **Security.** Lender may take or release any security for the payment or performance of the Obligations, may release any party primarily or secondarily liable therefor and may apply any security held by it to the satisfaction of all or any portion of the Obligations, without prejudice to any of its rights under this Assignment, the other Loan Documents or otherwise available at law or in equity.

3.04 **Covenants.** Borrower covenants and agrees:

(a) to observe and perform all the obligations imposed upon the lessor under all Leases and not to do or permit to be done anything to impair the same without Lender's prior written consent,

(b) not to collect any of the rent or other amounts due under any Lease or other issues or profits from the Property in any manner in advance of the time when the same shall become due (save and except only for collecting one (1) month's rent in advance plus the security deposit, if any, at the time of execution of a Lease).

(c) not to execute any other assignment of rents, issues or profits arising or accruing from the Leases or from the Property,

(d) intentionally omitted,

(e) not to enter into any lease agreement affecting the Property without the prior written consent of Lender, except those leases for individual self-storage units entered into in the ordinary course of business and utilizing Borrower's standard form lease previously approved by Lender, with no substantial modifications thereto,

(f) to execute and deliver, at the request of Lender, all such further assurances and acknowledgments of the assignment contained herein and the other provisions hereof with respect to specific Leases or otherwise, as Lender shall from time to time require,

(g) to obtain from any non-residential tenant of non-self-storage units at the Property, from time to time as requested by Lender, estoppel certificates, in form and substance satisfactory to Lender, confirming the terms of such tenant's Lease and the absence of default thereunder, and

(h) not to cancel, surrender or terminate any Lease, exercise any option which might lead to such termination or consent to any change, modification, or alteration thereof, or consent to the release of any party liable thereunder or to the assignment of the tenant's interest therein, without the prior written consent of Lender, and any of said acts, if done without the prior written consent of Lender, shall be null and void. Notwithstanding the foregoing, provided there is then no Event of Default, Borrower may take the actions described in this subsection without Lender's prior written consent if and only if such action is consistent with the usual and customary operation of the Property.

# UNOFFICIAL COPY

3.05 **Authority to Assign.** Borrower represents and warrants that (a) Borrower has full right and authority to execute this Assignment and has no knowledge of any existing defaults under any of the existing Leases, (b) all conditions precedent to the effectiveness of said existing Leases have been satisfied, (c) Borrower has not executed or granted any modification of the existing Leases, either orally or in writing, (d) the existing Leases are in full force and effect according to the terms set forth in the lease instruments heretofore submitted to Lender, and (e) Borrower has not executed any other instrument which might prevent Lender from operating under any of the terms and conditions of this Assignment, including any other assignment of the Leases or the rents, issues and profits from the Property.

3.06 **Cross-Default.** Violation or default under any of the covenants, representations, warranties and provisions contained in this Assignment by Borrower shall be deemed a default hereunder as well as under the terms of the other Loan Documents, and any default thereunder shall likewise be a default under this Assignment. Any default by Borrower under any of the terms of any Lease shall be deemed a default hereunder and under the terms of the other Loan Documents, and any expenditures made by Lender in curing such default on Borrower's behalf, with interest thereon at the Default Rate (as defined in the Note), shall become part of the Obligations.

3.07 **No Mortgagee in Possession.** The acceptance by Lender of this Assignment, with all of the rights, powers, privileges and authority created hereby, shall not, prior to entry upon and taking possession of the Property by Lender, be deemed or construed to constitute Lender a "mortgagee in possession", or hereafter or at any time or in any event obligate Lender to appear in or defend any action or proceeding relating to any Lease, the Property or the Security, to take any action hereunder, to expend any money, incur any expense, perform or discharge any obligation, duty or liability under any Lease, or to assume any obligation or responsibility for any security deposits or other deposits delivered to Borrower by any tenant and not actually delivered to Lender. Lender shall not be liable in any way for any injury or damage to any person or property sustained in or about the Property.

3.08 **Representation and Warranty.** Borrower represents and warrants that no Lease grants the tenant thereunder or any other party (i) the right or option to acquire the Property or any portion of the Property; or (ii) any rights with respect to any other property owned by Borrower.

## ARTICLE IV GENERAL

4.01 **Remedies.** The rights and remedies provided Lender in this Assignment and the other Loan Documents are cumulative. Nothing contained in this Assignment, and no act done or omitted by Lender pursuant hereto, including without implied limitation the collection of any rents, shall be deemed to be a waiver by Lender of any of its rights and remedies under the other Loan Documents or applicable law or a waiver of any default under the other Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies provided Lender by the other Loan Documents. The right of Lender to collect the principal sum and interest due on the Note and to enforce the other Loan Documents may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

# UNOFFICIAL COPY

4.02 **Notices**. Any notices, demands, requests and consents given, permitted or required hereunder shall be given in the manner prescribed in the Lien Instrument.

4.03 **Captions**. The titles and headings of the various Articles and Sections hereof are intended solely for reference and are not intended to modify, explain or affect the meaning of the provisions of this Assignment.

4.04 **Severability**. If any of the provisions of this Assignment or the application thereof to any persons or circumstances shall to any extent be invalid or unenforceable, the remainder of this Assignment, and the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

4.05 **Attorneys' Fees**. In the event of any controversy, claim, dispute, or litigation between Borrower and Lender to enforce any provision of this Assignment or any right of Lender hereunder, Borrower agrees to pay to Lender all costs and expenses, including reasonable attorneys' fees incurred therein by Lender, whether in preparation for or during any trial, as a result of an appeal from a judgment entered in such litigation or otherwise.

4.06 **Amendments**. This Assignment may not be modified, amended or otherwise changed in any manner unless done so by a writing executed by Borrower and Lender.

4.07 **Benefits**. This Assignment and all the covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of Borrower and Lender and their respective heirs, executors, administrators, successors and assigns. If there is more than one Borrower, the liability of Borrowers hereunder shall be joint and several.

4.08 **Assignment**. Borrower shall have no right to assign or transfer the revocable license granted herein. Any such assignment or transfer shall constitute a default.

4.09 **Time of Essence**. Time is of the essence of this Assignment.

4.10 **Governing Law**. The laws of the state of Illinois shall govern and control the interpretation of this Assignment and the rights, obligations, duties and liabilities of Borrower and Lender.

4.11 **Limitation of Liability**. Notwithstanding any provision contained in this Assignment, the personal liability of Borrower shall be limited as provided in the Note.

*[Remainder of page left intentionally blank;  
Signatures commence on following page]*




# UNOFFICIAL COPY


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

Signed in presence of:

**SH 7208-7209 LLC,**  
a Delaware limited liability company

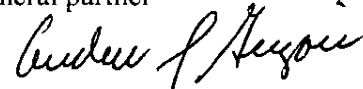
  
Witness, Glen J. Bibeau

By: 191 V Life Storage Holdings LLC,  
a Delaware limited liability company,  
its sole member

  
Witness, Pamela C. Kepler

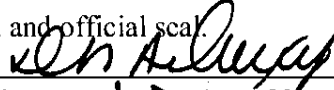
By: Life Storage LP,  
a Delaware limited partnership,  
its manager

By: Life Storage Holdings, Inc.,  
a Delaware corporation,  
its general partner

By:   
Name: Andrew J. Gregoire  
Title: Chief Financial Officer

STATE OF NEW YORK            )  
  )ss.  
COUNTY OF ERIE                )

Be it known, that on this 21st day of June, 2021, before me, a Notary Public, in and for said County and State, personally came Andrew J. Gregoire, who acknowledged himself to be the Chief Financial Officer, of Life Storage Holdings, Inc., a Delaware corporation, general partner of Life Storage LP, a Delaware limited partnership, manager of 191 V Life Storage Holdings LLC, a Delaware limited liability company, sole member of SH 7208-7209 LLC, a Delaware limited liability company, to me personally known to be the persons who executed the foregoing instrument, and acknowledged that they executed the same freely and voluntarily for the uses and purposes mentioned in it and as the free act and deed of the said corporation, and that the corporate seal of the said corporation was thereto affixed by its authority.

IN WITNESS WHEREOF I hereunto set my hand and official seal  
  
**DEBORAH A. DOXEY**  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 2/6/2023  
Deborah A. Doxey, Notary Public  
EU County  
My Commission Expires: 2/6/23

This instrument was prepared by Eric Deskins, Attorney, for The Northwestern Mutual Life Insurance Company, 720 East Wisconsin Ave., Milwaukee, WI 53202.

# UNOFFICIAL COPY

## EXHIBIT "A"

(Description of Property)

Perm Tax No. 16-04-227-013-0000.

1400 N. Cicero Avenue, Chicago, IL

PARCEL 1:

THAT PART OF THE FOLLOWING TAKEN AS A TRACT:

BLOCK 3 INCLUDING VACATED ALLEYS THEREIN AND LOTS 1 TO 11, BOTH INCLUSIVE, AND LOTS 31 TO 49, BOTH INCLUSIVE, IN BLOCK 4 TOGETHER WITH VACATED ALLEY EAST OF AND ADJOINING SAID LOT 49 AND LYING NORTH OF THE SOUTH LINE THEREOF, EXTENDED EAST AND THAT PART OF VACATED WEST BEACH AVENUE, BETWEEN SAID BLOCKS 3 AND 4 LYING EAST OF THE WEST LINE OF SAID BLOCKS 3 AND 4 AND WEST OF THE EAST LINE THEREOF; ALL IN KOCHERSPERGER AND THOMPSON'S NORTH AVENUE SUBDIVISION OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

NOTE: THE EAST LINE OF BLOCKS 3 AND 4 BEING THE WEST LINE OF CICERO AVENUE, IS CONSIDERED AS DUE NORTH FOR THE FOLLOWING COURSES:

COMMENCING AT THE SOUTH EAST CORNER OF AFORESAID BLOCK 4; THENCE NORTH 89 DEGREES 58 MINUTES 20 SECONDS WEST ON THE SOUTH LINE AFORESAID BLOCK 4 (BEING THE NORTH LINE OF WEST HIRSCH STREET), A DISTANCE OF 125 FEET TO THE EAST LINE OF THE ALLEY WEST OF CICERO AVENUE; THENCE DUE NORTH IN THE AFORESAID EAST ALLEY LINE, A DISTANCE OF 140.67 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF AFORESAID SOUTH LINE OF LOT 49 EXTENDED EAST; THENCE NORTH 89 DEGREES 58 MINUTES 55 SECONDS WEST IN THE SOUTH LINE OF AFORESAID LOT 49 EXTENDED EAST (BEING ALSO THE NORTH LINE OF THE EAST AND WEST ALLEY IN AFORESAID BLOCK 4), A DISTANCE OF 477.11 FEET TO THE WEST LINE OF AFORESAID BLOCK 4; THENCE NORTH 00 DEGREES 01 MINUTES 30 SECONDS WEST IN THE WEST LINE OF AFORESAID BLOCK 4 AND THE WEST LINE OF AFORESAID VACATED BEACH AVENUE (BEING THE EAST LINE OF LAMON AVENUE), A DISTANCE OF 187.88 FEET TO THE POINT OF INTERSECTION WITH THE PROLONGATION WEST OF THE CENTER LINE JOINT FORMED BY 2 ONE-STORY BRICK BUILDINGS (SAID POINT OF INTERSECTION BEING 267.83 FEET, SOUTH OF THE AFORESAID NORTH WEST CORNER OF BLOCK 3); THENCE DUE EAST IN AFORESAID CENTER LINE JOINT AND PROLONGATION THEREOF, A DISTANCE OF 498.50 FEET TO THE SOUTH EAST CORNER OF A ONE-STORY BRICK BUILDING; THENCE DUE NORTH ALONG THE EAST FACE OF A ONE-STORY BRICK BUILDING, A DISTANCE OF 18.06 FEET TO THE SOUTH FACE OF A BRICK WALL; THENCE DUE EAST ALONG THE SOUTH FACE OF SAID BRICK WALL,

# UNOFFICIAL COPY

A DISTANCE OF 6.65 FEET TO THE SOUTH EAST CORNER OF SAID ONE-STORY BRICK BUILDING; THENCE NORTH 56 DEGREES 08 MINUTES 30 SECONDS EAST, A DISTANCE OF 7.14 FEET TO A POINT; THENCE DUE EAST, A DISTANCE OF 90 FEET TO A POINT IN THE WEST LINE OF AFORESAID CICERO AVENUE THAT IS 245.96 FEET SOUTH OF THE NORTH EAST CORNER OF AFORESAID BLOCK 3; THENCE DUE SOUTH IN THE AFORESAID EAST LINE OF BLOCKS 3 AND 4 AND VACATED BEACH AVENUE, A DISTANCE OF 350.80 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

## PARCEL 2:

ALL RIGHT, TITLE AND INTEREST IN AND TO THOSE CERTAIN EASEMENTS OVER THE FOLLOWING DESCRIBED PREMISES, AS SET FORTH IN GENERAL WARRANTY DEED DATED SEPTEMBER 2, 1970 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 21295155;

EASEMENT FOR INGRESS AND EGRESS FROM CICERO AVENUE OVER, ACROSS AND UPON THAT PART OF BLOCK 3 IN KOCHERSPERGER AND THOMPSON'S NORTH AVENUE SUBDIVISION OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

NOTE: THE EAST LINE OF BLOCK 3 BEING THE WEST LINE OF CICERO AVENUE IS CONSIDERED AS DUE NORTH FOR THE FOLLOWING COURSES:

COMMENCING AT THE NORTH EAST CORNER OF AFORESAID BLOCK 3; THENCE DUE SOUTH IN THE AFORESAID EAST LINE OF BLOCK 3 AND THE WEST LINE OF CICERO AVENUE, A DISTANCE OF 245.96 FEET TO THE POINT OF BEGINNING; THENCE DUE WEST, A DISTANCE OF 90 FEET TO A POINT; THENCE SOUTH 56 DEGREES 08 MINUTES 30 SECONDS WEST, A DISTANCE OF 7.14 FEET TO A POINT (BEING THE SOUTH EAST CORNER OF A ONE-STORY BRICK BUILDING); THENCE DUE NORTH ALONG EAST FACE OF AFORESAID ONE-STORY BRICK BUILDING AND ITS PROLONGATION NORTH, A DISTANCE OF 16.02 FEET TO SOUTH FACE OF A ONE-STORY BRICK BUILDING; THENCE NORTH 89 DEGREES 58 MINUTES 13 SECONDS EAST ALONG THE SOUTH FACE AND ITS PROJECTION EAST, OF ONE-STORY BRICK BUILDING TO THE WEST LINE OF AFORESAID CICERO AVENUE, A DISTANCE OF 95.93 FEET; THENCE DUE SOUTH IN THE AFORESAID WEST LINE OF CICERO AVENUE, A DISTANCE OF 12.03 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

AND A 10 FOOT EASEMENT FOR INGRESS AND EGRESS TO TRANSFORMER AREA OVER, ACROSS AND UPON THAT PART OF THE FOLLOWING TAKEN AS A TRACT; BLOCK 3, INCLUDING VACATED ALLEYS THEREIN, THAT PART OF VACATED WEST BEACH AVENUE BETWEEN SAID BLOCKS 3 AND 4 LYING EAST OF THE WEST LINE OF BLOCKS 3 AND 4 AND WEST OF THE EAST LINE THEREOF; ALL IN KOCHERSPERGER AND THOMPSON'S NORTH AVENUE SUBDIVISION OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: (NOTE: THE EAST LINE OF BLOCKS 3 AND 4 (BEING THE WEST LINE OF CICERO AVENUE) IS CONSIDERED AS DUE NORTH FOR THE FOLLOWING COURSES) COMMENCING AT THE NORTH EAST CORNER OF AFORESAID BLOCK 3; THENCE

# UNOFFICIAL COPY

SOUTH 89 DEGREES 59 MINUTES WEST IN THE NORTH LINE OF AFORESAID BLOCK 3 (BEING THE SOUTH LINE OF WEST LEMOYNE AVENUE), A DISTANCE OF 602.29 FEET TO THE NORTH WEST CORNER OF AFORESAID BLOCK 3; THENCE SOUTH 00 DEGREES 01 MINUTES 30 SECONDS EAST IN THE WEST LINE OF AFORESAID BLOCK 3 AND THE WEST LINE OF AFORESAID VACATED BEACH AVENUE (BEING THE EAST LINE OF LAMON AVENUE), A DISTANCE OF 267.83 FEET TO THE POINT OF INTERSECTION WITH THE PROLONGATION WEST OF THE CENTER LINE JOINT FORMED BY TWO ONE-STORY BRICK BUILDINGS; THENCE DUE EAST IN AFORESAID CENTER LINE JOINT AND PROLONGATION THEREOF, A DISTANCE OF 233.71 FEET TO THE WEST FACE OF A CYCLONE FENCE OF A TRANSFORMER ENCLOSURE FOR THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT: THENCE DUE NORTH ALONG THE WEST FACE OF AFORESAID CYCLONE FENCE, A DISTANCE OF 10 FEET TO A POINT; THENCE DUE WEST, PARALLEL TO AFORESAID CENTER LINE JOINT, A DISTANCE OF 69 FEET TO A POINT; THENCE DUE SOUTH TO AFORESAID PROLONGATION OF CENTER LINE JOINT, A DISTANCE OF 10 FEET. THENCE DUE EAST, IN AFORESAID CENTER LINE JOINT, A DISTANCE OF 69 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

[Chicago (Cicero), IL]