

UNOFFICIAL COPY



2130825001

Doc# 2130825001 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 11/04/2021 09:15 AM PG: 1 OF 12

ASSIGNMENT OF LEASES AND RENTS THIS ASSIGNMENT OF LEASES AND RENTS

Assignor: CAOCOA-HWY, L.L.C.,

Assignee: PRIME BUSINESS CREDIT, INC.

Property Address: 6340-6346 N. Northwest Hwy, Chicago, IL

Parcel Numbers:

13-06-102-001-0000

13-06-102-015-0000

13-06-102-021-0000

Property of Cook County Clerk's Office

UNOFFICIAL COPY

RECORD AND RETURN TO:

PRIME BUSINESS CREDIT, INC.
1055 W. 7TH STREET, SUITE 2200
LOS ANGELES, CA 90017
(T) 213-225-1000

Block: 43
Lot: 24
County: Cook
Address: 6340-6346 N. Northwest Hwy
Chicago, IL 60631

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS, made as of this 29 day of
OCTOBER 2021.

BETWEEN

Assignor CAO CAO-HWY, L.L.C., having an address at 6340 N. Northwest Hwy, Chicago, IL
60631
(hereinafter as the "Assignor")

and

Assignee PRIME BUSINESS CREDIT, INC. having an address at
1055 West Seventh Street, Suite 2200, Los Angeles, California 90017
(hereinafter as the "Assignee")

The words Assignor and Assignee include all Assignors and all Assignees under this Assignment of Leases and Rents. The Assignee and any other holder of this Assignment of Leases and Rents may transfer this Assignment of Leases and Rents and the Promissory Note it secures. The word Assignee includes (a) the original Assignee and (b) anyone who takes this Assignment of Leases and Rents by transfer.

Underlying Debt, Future Advances 1. This Assignment of Leases and Rents is given to secure the Assignor's obligations under a guaranty (the "LLC Guarantee") with respect to the payment ONE MILLION FIVE HUNDRED THOUSAND and 00/100 DOLLARS (\$1,500,000.00), all loans and advances (from now on called the "principal") to TAAD Group, Inc. dba TAAD, Protrend, Orange Clothing Lab, corporation duly organized and existing under the laws of the State of California, having an address at 1601 Perrino Place, Los Angeles, CA 90023 (hereinafter referred to as "Third Party Debtor"), and accrued interest and penalties thereon according to a Bond or certain Promissory Note of even date herewith in the principal amount of \$1,500,000.00 and any renewals, amendments or extensions thereof (from now on called the "Note" or the "Debts"). Any default by the Debtor in the payment or performance of any of its obligations to the Assignee shall be a default under the terms of this Assignment of Leases and Rents. The Assignor hereby consents that the Property be used as collateral for any and all loans made to the Assignor. The Assignee is not obligated to make future advances.

UNOFFICIAL COPY

All of the terms of the Note are made part of this Assignment of Leases and Rents.

ANYTHING TO THE CONTRARY CONTAINED HEREIN NOTWITHSTANDING, THE MAXIMUM LIEN OF THIS ASSIGNMENT OF LEASES AND RENTS SHALL NOT EXCEED THE PRINCIPAL BALANCE OF \$1,500,000.00, PLUS INTEREST ACCRUED THEREON, LATE FEES, ALL OTHER FEES AND EXPENSES INCURRED BY THE ASSIGNEE IN CONNECTION HERewith INCLUDING REASONABLE LEGAL FEES AND DISBURSEMENTS.

Assignment of Leases and Rents as Security 2. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Note and Assignor's performance under this Assignment, Assignor absolutely, unconditionally, irrevocably and immediately assigns, grants, bargains, conveys and mortgages to Assignee all the right, title and interest in the following (Property):

- (a) Existing future leases, subleases, licenses, guaranties and any other written or verbal agreement for the use and occupancy of the Property, including, but not limited to any extensions, renewals, modifications or replacements ("Leases");
- (b) Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premium, loss for rents, insurance, guest receipt, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Assignor may have regarding the Property ("Rents").
- (c) The term Property as used in this Assignment shall include the following described real property:

SEE SCHEDULE A- DESCRIPTION ATTACHED HERETO THAT IS HEREBY MADE A PART OF THE DESCRIPTION OF THE PROPERTY
(Block: 43; and Lot: 24)

Assignment of Leases and Rents Void on Full Payment 3. When the Assignor pays all amounts due under the Note and this Assignment of Leases and Rents, the Assignee's rights under the Note and this Assignment of Leases and Rents shall end. At the request and expense of the Assignor, the Assignee shall cancel this Assignment of Leases and Rents of record.

Collection of Rents 4. Assignee grants Assignor a revocable license to collect, receive, enjoy and use the Rents as long as Assignor is not in default. Assignor's default automatically and immediately revokes the license. Upon default, Assignor will receive any Rents in trust for Assignee and Assignor will not commingle the Rents with any other funds. When Assignee so directs, Assignor will endorse and deliver any payments of Rents from the Property to Assignee.

Assignor agrees that Assignee will not be considered to be the mortgagee-in-possession by executing this Assignment or by collecting or receiving payments on the Debts, but only become a mortgagee-in-possession after Assignor's license to collect, receive, enjoy and use the Rents is revoked by

UNOFFICIAL COPY

Assignee or automatically revoked on Assignor's default, and Assignee takes actual possession of the Property. Consequently, until Assignee takes actual possession of the Property, Assignee is not obligated to perform or discharge any obligation of Assignor under the Leases, appear in or defend any action or proceeding relating to the Rents, the Leases or the Property, or be liable in any way for any injury or damage to any person or property sustained in or about Property.

Assignor agrees that this Assignment is immediately effective between Assignor and Assignee and effective to third parties on the recording of this Assignment.

Collection of Expenses and Attorneys' Fees 5. On or after Default, to the extent permitted by law, Assignor agrees to pay all expenses of collection, enforcement or protection of Assignee's rights and remedies under this Assignment or any other document relating to the Debts. Assignor agrees to pay expenses for Assignee to inspect and preserve the Property and for any recordation costs of releasing the Property from this Assignment. Expenses include, but not limited to, reasonable attorneys' fees, court costs, and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Debts. In addition, to the extent permitted by the Bankruptcy code, Assignor agrees to pay the reasonable Attorneys' fees incurred by Assignee to protect Assignee's right and interests in connection with any bankruptcy proceedings initiated by or against Assignor.

Condemnation 6. Assignor will give Assignee prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Assignor authorizes Assignee to intervene in Assignor's name in any of the above described actions or claims. Assignor assigns to Assignee the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Assignment. This assignment of proceeds is subject to the terms of any prior mortgage, deed, security agreement or other lien document.

Assignee's Right of Acceleration 7. The Assignee has the right, called acceleration, to declare the entire unpaid principal and interest under the Note and this Assignment of Leases and Rents due immediately for any one of the following causes: (a) the failure of the Assignor to make any payment of principal or interest under the Note within six (6) days after its due date, (b) the failure of the Assignor to keep any other promise in this Assignment of Leases and Rents within fifteen (15) days after written notice from the Assignee, (c) any change in the ownership of all or any part of the Property. A change resulting from the death of an Assignor shall not be considered a change of ownership. The change of ownership of more than 25% of a corporate Assignor's shares or member's interest, other than by death, is a change of ownership, (d) the starting of foreclosure or execution proceedings by the holder of any other Assignment of Leases and Rents or lien on the Property, or (e) the starting of bankruptcy, receivership, or insolvency proceedings by or against a Assignor. The Assignee's failure to declare acceleration for any cause will not prevent the Assignee from declaring acceleration for any cause occurring at a later time.

Due on Sale 8. Assignee, at its option, declare the entire balance of the Debts to be immediately due and payable upon the creation of, or contract for creation of, any transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R 591), as applicable.

UNOFFICIAL COPY

Warranties and Representations 9. Assignor makes to Assignee the following warranties and representations which will continue as long as this Assignment is in effect.

- (a) **Power.** Assignor is duly organized, and validly existing and in good standing in all jurisdictions in which Assignor operates. Assignor has the power and authority to enter into this transaction and to carry on Assignor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Assignor operates.
- (b) **Authority.** The execution, delivery and performance of this Assignment and the obligation evidenced by this Assignment are within Assignor's power, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court of competent jurisdiction or governmental agency, and will not violate any agreement to which Assignor is a party or to which Assignor is or any of Assignor's property is subject.
- (c) **Name and Place of Business.** Other than previously disclosed in writing to Assignee, Assignor has not changed Assignor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name. Without Assignee's prior written consent, Assignor does not and will not use any other name and will preserve Assignor's existing name, trade names and franchises.
- (d) **Title.** Assignor has good title to the Leases, Rents and Property and the right to absolutely, unconditionally, irrevocably and immediately assign, grant, bargain, convey and mortgage to Assignee the Leases and Rents, and no other person has any right in the Leases and Rents.
- (e) **Recordation.** Assignor has recorded the Leases as required by law or as otherwise prudent for the type and use of the Property.
- (f) **Default.** No default exists under the Leases, and the parties subject to the Leases have not violated any applicable law or leases, licenses and landlords and tenants. Assignor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Assignor or any part to the Lease defaults or fails to observe any applicable law, Assignor will promptly notify Assignee.
- (g) **Lease Modification.** Assignor has not sublet, modified, extended, canceled, or otherwise altered the Leases or accepted the surrender of the Property covered by the Leases.
- (h) **Encumbrances.** Assignor has not assigned, compromised, subordinated or encumbered the Leases and Rents.

Notices 10. All notices under this Assignment of Leases and Rents must be in writing. They may be given by (a) personal delivery, or (b) certified mail, return receipt requested. Each party must accept and claim the notices given by the other. Notices shall be addressed to the other party at the address written at the beginning of this Assignment of Leases and Rents. Either party may notify the other of a change of address.

UNOFFICIAL COPY

Covenants

11. Assignor agrees to the following covenants:

- (a) **Rent Abatements and Insurance.** When any Lease provides for an abatement of Rents due to fire, flood or other casualty, Assignor will insure against this risk of loss with a policy satisfactory to Assignee. Assignor may choose the insurance company, subject to Assignee's approval, which shall not be unreasonably withheld.
- (b) **Copies of Leases.** Assignor will promptly provide Assignee with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and other information with respect to these Leases will be provided immediately after they are executed.
- (c) **Right to Rents.** Immediately after the execution of this Assignment, Assignor will notify all current and future tenants and others obligated under the Leases of Assignee's rights to the Leases and Rents, and will request that they immediately pay all future Rents directly to Assignee when Assignor or Assignee asks them to do so.
- (d) **Lease Modification.** Assignor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the property covered by the Leases, unless the Leases so require, without Assignee's prior written consent.
- (e) **Encumbrance.** Assignor will not assign, compromise, subordinate or encumber the Leases and Rents without Assignee's prior written consent.
- (f) **Future Leases.** Assignor will not enter into any future Leases without prior written consent from Assignee. Assignor will execute and deliver such further assurances and assignments as to these future Leases as Assignee requires from time to time.
- (g) **Personal Property.** Assignor will not sell or remove any personal property on the Property, unless Assignor replaces this personal property with like kind for the same or better value.
- (h) **Prosecution and Defense of Claims.** Assignor will appear in and prosecute its claims or defend its title to the Leases and Rents against any claims that would impair Assignor's interest under this Assignment and, on Assignee's request, Assignor will also appear in any action or proceedings on behalf of Assignee. Assignor agrees to assign to Assignee, as requested by Assignee, any right, claims or defenses which Assignor may have against parties who supply labor or materials to improve or maintain the leaseholds subject to the Leases and/or the Property.
- (i) **Liability and Indemnification.** Assignee does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Assignee acts to manage, protect or preserve the Property, except for losses or damages due to Assignee's gross negligence or intentional torts. Otherwise, Assignor will indemnify, defend and hold Assignee harmless for all liability, loss or damage that Assignee may incur when Assignee opts to exercise any of its remedy against any party obligated under the Leases.

UNOFFICIAL COPY

- (j) Leasehold Estates. Assignor will not cause or permit the leasehold estate under the Leases to merge with Assignor's reversionary interest, and agrees that the Leases shall remain in full force and effect regardless of any merger of the Assignor's interests and of any merger of the interest of Assignor and any party obligated under the Leases.
- (k) Insolvency. Assignee will be the creditor of each tenant and of anyone else obligated under the Leases who is subject to an assignment for the benefit of creditors, an insolvency, a dissolution or a receivership proceeding, or a bankruptcy.

Default. 12. Assignor will be in default, if any of the following occur:

- (a) Payments. Assignor fails to make a payment in full when due.
- (b) Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present and future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Assignor, Borrower, or any co-signor, endorser, surety or guarantor of this Assignment or any other obligations Borrower has with Assignee.
- (c) Business Termination. Assignor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.
- (d) Failure to Perform. Assignor fails to perform any condition or to keep any promise or covenant of this Assignment.
- (e) Other Documents. A default occurs under the terms of other document relating the Debts.
- (f) Other Agreements. Assignor is in default on any other debt or agreement Assignor has with Assignee.
- (g) Misrepresentation. Assignor makes any verbal or written statement or provides any financial information that is untrue, inaccurate or conceals a material fact at the time it is made or provided.
- (h) Judgment. Assignor fails to satisfy or appeal any judgment against Assignor.
- (i) Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
- (j) Name Change. Assignor changes Assignor's name or assumes an additional name without notifying Assignee prior making such a change.
- (k) Property Transfer. Assignor transfers all or a substantial part of Assignor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to restrictions contained in DUE ON SALE section.

UNOFFICIAL COPY

- (l) **Property Value.** Assignee determines in good faith that the value of the Property has declined or is impaired.
- (m) **Material Change.** Without first notifying Assignee, a material change in Assignor's business, including ownership, management or financial conditions.
- (n) **Insecurity.** Assignee determines in good faith that a material adverse change has occurred in Assignor's financial condition from the conditions set forth in Assignor's most recent financial statement before the date of this Assignment or that the prospect for payment of performance of the Debts is impaired for any reason.

Remedies 13. After Assignor defaults, and after Assignee gives any legally required notice and opportunity to cure the default, Assignee may at Assignee's option do any one or more of the following:

- (a) **Acceleration.** Assignee may make all or any part of the amount owing by the terms of the Debts immediately due.
- (b) **Additional Security.** Assignee may demand additional security or additional parties to be obligated to pay the Debts.
- (c) **Sources.** Assignee may use any and all remedies Assignee has under Illinois or federal law or in any document relating to the Debts.
- (d) **Insurance Benefits.** Assignee may make a claim for any and all insurance benefits or refunds that may be available on Assignor's default.
- (e) **Payments Made on Behalf of Assignor's Behalf.** Amounts advanced on Assignor's behalf will be immediately due and may be added to the Debts.
- (f) **Rents.** Assignee may terminate Assignor's right to collect Rents and directly collect and retain Rents in Assignee's name without taking possession of the Property and to demand, collect, receive and due for the Rents, giving proper receipts and releases. In addition, after deducting all expenses of collection from any collected and retained Rents, Assignee may apply the balance as provided for by the Debts.
- (g) **Entry.** Assignee may enter, take possession, manage and operate all or any part of the Property; make, modify, enforce or cancel or accept the surrender of any Leases; obtain or evict any tenants or licensees; increase or reduce Rents; decorate, clean and make repairs or do any other act or incur any other cost Assignee deems proper to protect the Property as fully as Assignor could do. Any funds collected from the operation of the Property may be applied in such order as Assignee may deem proper, including, but not limited to, payment of the following: operating expenses, management, brokerage, attorneys' and accountants' fees, the Debts, and toward the maintenance of reserve for repair or replacement. Assignee may take such action without regard to the adequacy of the security with or without any action or proceeding, through any person or agent, or receiver to be appointed by a court, and irrespective of Assignor's possession. The collection and application of the Rents or

UNOFFICIAL COPY

entry upon and taking possession of the Property as set out in this section shall not cure or waive any notice of default under the Debts, this Assignment, or invalidate any act pursuant to such notice. This enforcement of such remedy Assignee, once exercised, shall continue as long as Assignee shall elect, notwithstanding that such collection and application of Rents may have cured the original default.

- (h) **Waiver.** Except as otherwise required by law, by choosing any one or more of these remedies Assignee does not give up any other remedy. Assignee does not waive a default if Assignee chooses not to use a remedy. By electing not to use any remedy, Assignee does not waive its right to later consider the event a default and to use any remedies if the default continues or occurs again.

Term 14. This Assignment will remain in full force and effect until the Debts are paid or otherwise discharged and Assignee is no longer obligated to advance funds under any loan or credit agreement which is a part of the Debts. If any or all payments of Debts are subsequently invalidated, declared void or voidable, or set aside and are required to be repaid to a trustee, custodian, receiver or any other party under any bankruptcy act or other state or federal law, then the Debts will be revived and will continue in full force and effect as if this payment had not been made.

Co-Signers 15. If Assignor signs this Assignment but is not otherwise obligated to pay the Debts, Assignor does so only to assign Assignor's interest in the Property to secure payments of the Debts and Assignor does not agree by signing this Assignment to be personally liable on the Debts. If this Assignment secures a guaranty between Assignee and Assignor, Assignor agrees to waive any rights that may prevent Assignee from bringing any action or claim against Assignor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.

Applicable Laws 16. This Assignment is governed by the laws of the State of Illinois and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

Joint and Individual Liability and Successors 17. Each Assignor's obligations under this Assignment are independent of the obligations of any other Assignor. Assignee may sue each Assignor individually or together with any other Assignor. Assignee may release any part of the Property and Assignor will still be obligated under this Assignment for the remaining Property. If this Assignment secures a guaranty between Assignee and Assignor, Assignor agrees to waive any rights that may prevent Assignee from bringing any action or claim against Assignor or any party indebted under this obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Assignor agrees that Assignee and any party to this Assignment may extend, modify or make any change in the terms of this Assignment or any evidence of debt without Assignor's consent. Such a change will not release Assignor from the terms of this Agreement. Assignee may assign all or part of Assignee's rights under this Assignment without Assignor's consent. If Assignor assigns this Assignment, all of Assignor's covenants, agreements, representations and warranties contained in this Assignment will benefit Assignee's successors and assigns.

Amendment, Integration and Severability 18. This Assignment may not be amended or modified by oral agreement. No amendment or modification of this Assignment is effective unless made in writing and executed by Assignor and Assignee. This Assignment and any other documents relating to the Debts are the complete and final expression of the agreement. If any provision of this

UNOFFICIAL COPY

Assignment is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

Interpretation 19. Whenever used, the singular includes the plural and the plural includes the singular. The section heading are for convenience only and are not to be used to interpret or define the terms of this Assignment.


This Assignment of Leases and Rents may not be changed or terminated orally. The covenants contained in this Assignment of Leases and Rents shall run with the land and bind the Assignor, the heirs, personal representatives, successors and assigns of the Assignor and all subsequent owners, encumbrancers, tenants and subtenants of the premises, and shall enure to the benefit of the Assignee, the personal representatives, successors and assigns of the Assignee and all subsequent holders of this Assignment of Leases and Rents. The word "Assignor" shall be construed as if it read "Assignors" and the word "Assignee" shall be construed as if it read "Assignees" whenever the sense of this Assignment of Leases and Rents so requires.

SIGNATURES The Assignor agrees to all of the terms of this Assignment of Leases and Rents by signing below. If the Assignor is a corporation, this Assignment of Leases and Rents is signed by its proper corporate officers and its corporate seal affixed.

The Assignor has received a true copy of this Assignment of Leases and Rents without charge.

WITNESSED OR ATTESTED BY:

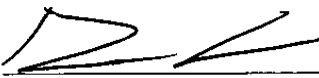
CAO CAO-HWY, L.L.C.

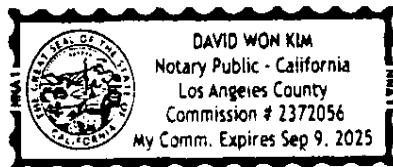
By: 
Se Jong Yoon, Manager

STATE OF CALIFORNIA)
) s.s.:
COUNTY OF LOS ANGELES)

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.

On the 29 day of October 2021, before me, the undersigned, a notary public in and for said State, personally appeared Se Jong Yoon, the Manager of CAO CAO-HWY, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.


Notary Public



UNOFFICIAL COPY

**CHICAGO TITLE INSURANCE COMPANY
TITLE INSURANCE COMMITMENT
EXHIBIT "A"
LEGAL DESCRIPTION**

Commitment Number: CCHI2107289L1

PARCEL 1

PART OF LOT 24 IN OWNERS DIVISION OF LOTS 1 TO 24 IN BLOCK 43 IN SUBDIVISION OF BLOCKS 6, 39, 40, 42, 43 AND LOT 12 IN BLOCK 37 IN NORWOOD PARK IN SECTION 6, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERNMOST CORNER OF SAID LOT 24; THENCE SOUTH 51 DEGREES 23 MINUTES 41 SECONDS EAST ALONG THE NORTHEASTERLY LINE THEREOF, 107.00 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 38 DEGREES 36 MINUTES 19 SECONDS WEST, 36.50 FEET; THENCE SOUTH 23 DEGREES 07 MINUTES 53 SECONDS EAST, 12.00 FEET; THENCE SOUTH 64 DEGREES 22 MINUTES 51 SECONDS WEST, 73.83 FEET TO THE WEST LINE OF SAID LOT 24; THENCE SOUTH 00 DEGREES 25 MINUTES 19 SECONDS WEST ALONG SAID WEST LINE, 91.09 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 52 DEGREES 48 MINUTES 56 SECONDS EAST ALONG THE SOUTH WESTERLY LINE OF SAID LOT 24, A DISTANCE OF 21.63 FEET TO A POINT 100.00 FEET NORTHWESTERLY OF THE SOUTHERNMOST CORNER THEREOF; THENCE NORTH 44 DEGREES 01 MINUTES 09 SECONDS EAST, 180.54 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 24 AND A POINT 100.00 FEET NORTHWESTERLY OF THE EASTERNMOST CORNER THEREOF, THENCE NORTH 51 DEGREES 23 MINUTES 41 SECONDS WEST ALONG THE SAID NORTHEASTERLY LINE, 73.43 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, AS ALSO DEPICTED AS "TRACT 2" ON THAT CERTAIN ALTA/NSPS LAND TITLE SURVEY PREPARED BY VANDERSTAPPEN LAND SURVEYING, INC. INSPECTED AUGUST 25, 2017 AND DATED FEBRUARY 15, 2018, JOB NO. 170619-B.

PARCEL 2:

PART OF LOT 24 IN OWNER S DIVISION OF LOTS 1 TO 24 IN BLOCK 43 IN SUBDIVISION OF BLOCKS 6, 39, 40, 42, 43 AND LOT 12 IN BLOCK 37 IN NORWOOD PARK IN SECTION 6, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERNMOST CORNER OF SAID LOT 24; THENCE SOUTH 51 DEGREES 23 MINUTES 41 SECONDS EAST ALONG THE NORTHEASTERLY LINE THEREOF, 180.43 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 51 DEGREES 23 MINUTES 41 SECONDS EAST ALONG SAID NORTHEASTERLY LINE, 50.00 FEET TO A POINT 50.00 FEET NORTHWESTERLY OF THE EASTERNMOST CORNER THEREOF, THENCE SOUTH 44 DEGREES 03 MINUTES 41 SECONDS WEST, 179.31 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 24 AND A POINT 50.00 FEET NORTHWESTERLY OF THE SOUTHERNMOST CORNER THEREOF; THENCE NORTH 52 DEGREES 48 MINUTES 56 SECONDS WEST ALONG

UNOFFICIAL COPY

SAID SOUTHWESTERLY LINE, 50.00 FEET; THENCE NORTH 44 DEGREES 01 MINUTES 09 SECONDS EAST, 180.54 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, AS ALSO DEPICTED AS "TRACT 3" ON THAT CERTAIN ALTA/NSPS LAND TITLE SURVEY PREPARED BY VANDERSTAPPEN LAND SURVEYING, INC. INSPECTED AUGUST 25, 2017 AND DATED FEBRUARY 15, 2018, JOB NO. 170619-B.

PARCEL 3:

PART OF LOT 24 IN OWNER S DIVISION OF LOTS 1 TO 24 IN BLOCK 43 IN SUBDIVISION OF BLOCKS 6, 39, 40, 42, 43 AND LOT 12 IN BLOCK 37 IN NORWOOD PARK IN SECTION 6, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERNMOST CORNER OF SAID LOT 24; THENCE SOUTH 51 DEGREES 23 MINUTES 41 SECONDS EAST ALONG THE NORTHEASTERLY LINE THEREOF, 107.00 FEET; THENCE SOUTH 38 DEGREES 36 MINUTES 19 SECONDS WEST, 36.50 FEET; THENCE SOUTH 23 DEGREES 07 MINUTES 53 SECONDS EAST, 12.00 FEET; THENCE SOUTH 64 DEGREES 22 MINUTES 51 SECONDS WEST, 73.83 FEET TO THE WEST LINE OF SAID LOT 24; THENCE NORTH 00 DEGREES 25 MINUTES 19 SECONDS EAST ALONG SAID WEST LINE, 138.25 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, AS ALSO DEPICTED AS "TRACT 1" ON THAT CERTAIN ALTA/NSPS LAND TITLE SURVEY PREPARED BY VANDERSTAPPEN LAND SURVEYING, INC. INSPECTED AUGUST 25, 2017 AND DATED FEBRUARY 15, 2018.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCELS 1 2 AND 3 FOR SHARED FACILITIES, SANITARY SEWER SYSTEM, STORM WATER SYSTEM, INGRESS AND EGRESS, PARKING, WATER MAIN SYSTEM, UTILITIES, SIDEWALKS AND SIGNAGE AS DEFINED AND DELINEATED IN THE DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENT AGREEMENT DATED AS OF FEBRUARY 21, 2018 AND RECORDED FEBRUARY 22, 2018 AS DOCUMENT NO. 1805318023, MADE BY CAOCOA-HWY LLC, AN ILLINOIS LIMITED LIABILITY COMPANY.