Doc# 2130834003 Fee \$88.00

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

YAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 11/04/2021 09:40 AM PG: 1 OF 11

This Assignment was prepared by and when recorded mail to:
Anthony C. Marino
Quarles & Brady LLP
411 E. Wisconsin Avenue, Suite 2350
Milwaukee WI 53202-4426

## ASSIGNMENT AND ASSUMPTION OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING AND SECURITY AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING AND SECURITY AGREEMENT (this "Assignment"), dated as of October 28, 2021, by and between SCG CHURCH STREET PLAZA, LLC, a Delaware limited liability company (the "Assignor"), and 900-950 CHURCH STREET PROPERTY LLC, an Illinois limited liability company ("Assignee").

### WITNESSETH

WHEREAS, Assignor executed that certain Mortgage, Assignment of Leases and Rents, Fixture Filing And Security Agreement, dated December 13, 2013, and recorded on December 13, 2013 in the Official Records of Cook County as Document Number 1334722125 (the "Mortgage") in favor of EMPLOYERS REASSURANCE CORPORATION, a Kansas corporation ("Mortgagee") affecting the land described in Schedurc A attached hereto (the "Property");

WHEREAS, Assignor desires to deed all of its right, title and interest in the Property to Assignee (the "Transfer");

WHEREAS, Mortgagee requires that Assignor and Assignee execute and deliver this Assignment in connection with the Transfer;

WHEREAS, Assignor desires to transfer and assign all of its right, title, interest, and obligations under the Mortgage to Assignee effective as of the date hereof (the "<u>Effective</u> Date"), and Assignee has agreed to accept such assignment;

WHEREAS, Assignee has agreed, upon the terms and conditions hereinafter set forth, to assume all of Assignor's right, title, interest, and obligations under the Mortgage as of the Effective Date;

QB\70731918.1

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. Assignor hereby transfers and assigns to Assignee, as of the Effective Date, all of its right, title, interest and obligations under and with respect to the Mortgage. Assignee assumes, as of the Effective Date, all of the right, title, interest and obligations of Assignor in, under and with respect to the Mortgage.
- 2. This Assignment is entered into in connection with that certain Consent to Transfer and Loan Assumption of even date herewith (the "Consent") by and among the Assignor, the Assignee and the Mortgagee and nothing in this Assignment shall affect any of the party's obligation; under the Consent.
- 3. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 4. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall be deemed but one and the same instrument.

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## **UNOFFICIAL CO**

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first set forth above.

#### ASSIGNOR:

SCG CHURCH STREET PLAZA LLC, a Delaware limited liability company

By

COUNTY OF DE

On the \( \lambda \) day of \( \lambda \) to \( \lambda \), 2021, before me, the undersigned, a notary public in and appeared Brian Bill state, personally VICE President of SCG CHURCH STREET PLAZA LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument the individual or the reison upon behalf of which the individual acted executed the instrument.

Notary Public

[SEAL]

SHANNON FURLONG Notary Public, Georgia DeKalb County Commission Expires June 29, 2025

My commission expires June 29,2025

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## **UNOFFICIAL COPY**

#### **ASSIGNEE:**

#### 900-950 CHURCH STREET PROPERTY LLC,

an Illinois limited liability company

By: BCL-GW 900-950 Church Street JV LLC, an Illinois limited liability

company

Its: Sole Manager

By: GW Evanston LLC, an Illinois limited liability company

Its: Sole Manager

By: GW Property Group, LLC - Series 147, a designated series of a

Delaware limited liability company

Its: Sole Manager

By: The Mitchell H. Goltz Living Trust u/t/a dated June 11, 2014

Its: Member

Mitc.

Sy: Shai Wolkowic.

As: Member

Shau Wolkowick

Shau Wo M tchcll H. Goltz, Trustee

STATE OF	il	)
COUNTY OF	Cask	: ss.

On the 2U day of OCTORY, 2021, before me, the undersigned, a notary public in and for said state, personally appeared Shai Wolkowicki, and Mitchell H. Goltz as Trustee of The Mitchell H. Goltz Living Trust u/t/a dated June 11, 2014, each a Member of GW Property Group, LLC – Series 147, a designated series of a Delaware limited liability company, the Sole Manager of GW Evanston LLC, an Illinois limited liability company, the Sole Manager of 900-950 Church Street JV LLC, an Illinois limited liability company, the Sole Manager of 900-950 CHURCH STREET PROPERTY LLC, an Illinois limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument the individuals or the person upon behalf of which the individuals acted executed the instrument.

NATALIE ACIEM O Official Seal Notary Public - State of Julir ois My Commission Expires Jul 24, 207 Notalu U Clubo Notary Public [SEAL]

Natalie Acierto Print Name

My commission expires 1/21/2024

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# **UNOFFICIAL COPY**

#### ACKNOWLEDGED AND CONSENTED TO:

EMPLOYERS REASSURANCE CORPORATION, a Kansas corporation

By: PRINCIPAL REAL ESTATE INVESTORS, LLC, a Delaware limited liability company, its authorized signatory

By

Name: Title: Christopher G. Fox CMS Portfolio Manager

By

Name.
Title:

R Johnson

Far alang Director

Commorcial Mortgage Servicing

STATE OF TOWA

COUNTY OF POIK

On the 21 day of October, 2021, before me, the undersigned, a notary public in and for said state, personally appeared Christopher & Fox, and Steven & Tohnson the Constorted Manager and Manager and Manager of PRINCIPAL REAL ESTATE INVESTORS, LLC, a Delaware limited liability company, the authorized signatory of EMPLOYERS REASSURANCE CORPORATION, a Kanses corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose names are subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument the individual or the person upon behalf of which the individual acted executed the instrument.

KAREN L. DAVIS
Commission Number 795396
My Commission Expires
March 31, 2022

Notary Public [SEAL]

Maren - Da

Print Name

My commission expires March 31, 2022

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### **UNOFFICIAL COPY**

#### SCHEDULE A

#### Legal Description of The Land

PARCEL A: FEE PARCEL 1:

LOT 1 IN CHURCH MAPLE SECOND RESUBDIVISION, BEING RESUBDIVISION OF PART OF CHURCH MAPLE RESUBDIVISION RECORDED JUNE 2, 1999 AS DOCUMENT NO. 99528041 AND ALSO PART OF CHURCH MAPLE FIRST RESUBDIVISION RECORDED OCTOBER 2, 2000 AS DOCUMENT 00766687, BEING IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 22, 2001 AS DOCUMENT 0010548879, ALL IN COOK COUNTY ILLINOIS.

#### **EASEMENT PARCEL 2:**

EASEMENTS FOR THE BENEFIT OF THAT PART OF PARCEL 1 FALLING WITHIN LOT 1 IN FINAL PLAT OF CHURCH MAPLE FIRST RESUBDIVISION RECORDED OCTOBER 2, 2000 AS DOCUMENT 00766687 IN COOK COUNTY, ILLINOIS AS DESCRIBED IN THE MINI-ANCHOR PARCEL EASEMENT AGREEMENT DATED OCTOBER 12, 2000 RECORDED OCTOBER 27, 2000 AS DOCUMENT 00847577 AND ADDENDUM TO MINI ANCHOR PARCEL EASEMENT AGREEMENT DATED AUGUST 13, 2002 AND RECORDED AUGUST 27, 2002 AS DOCUMENT 0020941069 MADE BY AND BETWEEN THE CITY OF EVANSTON AND CHURCH STREET PLAZA, LLC AN ILLINOIS LIMITED LIABILITY COMPANY OVER THE FOLLOWING DESCRIBED LAND.

LOT 2 IN FINAL PLAT OF CHURCH MAPLE FIRST RESUBDIVISION RECORDED OCTOBER 2, 2000 AS DOCUMENT 00766687, BEING A RESUBDIVISION OF LOT 2 IN CHURCH MAPLE RESUBDIVISION, BEING A RESUBDIVISION OF PART OF DEMPSTER'S SUBDIVISION OF BLOCK 66 OF THE VILLAGE OF EVANSTON, COOK COUNTY, ILLINOIS; PART OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY (FORMERLY CHICAGO, MILW'AUKEE AND ST. PAUL RAILROAD RIGHT OF WAY); PART OF BLOCK 18 IN THE VILLAGE OF EVANSTON'; ALL OF BLOCKS 2 AND 3 IN CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN THE COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS; AND PART OF VACATED CLARK STREET AND EAST RAILROAD AVENUE BEING IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF EVANSTON, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 2, 1999 AS DOCUMENT 99528041, ALL IN COOK COUNTY, ILLINOIS, DEFINED AS THE "CITY PROPERTY" FOR THE FOLLOWING PURPOSES:

- (A) FOR THE CONSTRUCTION, INSTALLATION, USE, INSPECTION, MAINTENANCE, PEPAIR, REPLACEMENT AND OPERATION OF THE MINI-ANCHOR IMPROVEMENTS IN THE AJI, SPACE ABOVE THE "CITY PROPERTY".
- (B) FOR THE CONSTRUCTION, INSTALLATION, INSPECTION, REPAIR, REPLACEMENT AND OPERATION OF PEDESTRIAN AND VEHICULAR ACCESS WAYS AND PARKING AREAS AND LOADING DOCKS UPON THE "CITY PROPERTY".
- (C) FOR THE USE OF PEDESTRIAN AND VEHICULAR ACCESS WAYS AND PARKING AREAS AND LOADING DOCKS LOCATED FROM TIME TO TIME ON THE "CITY PROPERTY".
- (D) FOR USE OF THE "CITY PROPERTY" FOR TEE CONSTRUCTION, USE, INSPECTION, MAINTENANCE, REPAIR AND REPLACEMENT OF FOOTINGS, FOUNDATIONS AND COLUMNS SUPPORTING THE MINIANCHOR IMPROVEMENTS CONSTRUCTED WITHIN THE AIR SPACE PARCEL.
- (E) FOR ENTRY UPON, ABOVE AND BELOW AND FOR INGRESS AND EGRESS THROUGH THE "CITY

PROPERTY" WITH MEN, MATERIALS AND EQUIPMENT TO THE EXTENT REASONABLY NECESSARY IN THE PERFORMANCE OF THE CONSTRUCTION, INSTALLATION, MAINTENANCE, INSPECTION, TESTING, REPAIR AND REPLACEMENT OF THE MINI-ANCHOR IMPROVEMENTS WITHIN THE AIR SPACE PARCEL, THE FOOTINGS, FOUNDATIONS AND COLUMNS LOCATED WITHIN THE "CITY PROPERTY" WHICH PROVIDE STRUCTURAL SUPPORT FOR THE MINI-ANCHOR IMPROVEMENTS, THE PEDESTRIAN AND VEHICULAR ACCESS WAYS LOCATED UPON THE "CITY PROPERTY" AND THE PARKING AREAS LOCATED UPON THE "CITY PROPERTY".

(F) FOR THE CONSTRUCTION, INSTALLATION, USE, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF PAVING, PAVERS, CURBS, GUTTERS, LIGHTING, STORM WATER CATCH BASIN FACILITIES, UNDERGROUND PIPES AND OTHER SIMILAR OR RELATED FACILITIES NECESSARY FOR DRAINAGE OF STORM WATER AS NECESSARY TO EFFECTUATE THE INTENT OF THE AFOREMENTIONED EASEMENTS.

LEASE PARCEL 3:

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS:

THE LEASEHOLD ESTATE CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: THE CITY OF EVANSTON, A MUNICIPAL CORPORATION, AS LESSOR, AND CHURCH STREET PLAZA, LLC, AS LESSE, PATED OCTOBER 12, 2000, A COPY OF WHICH LEASE WAS RECORDED OCTOBER 27, 2000. AS DOCUMENT 00847578 AS ASSIGNED TO CHURCH STREET PLAZA SPE, LLC BY ASSIGNMENT AND ASSUMPTION OF PARKING LEASES AGREEMENT RECORDED SEPTEMBER 9, 2005 AS DOCUMENT 0325226127, AS FURTHER ASSIGNED TO SCG CHURCH STREET PLAZA, LLC BY ASSIGNMENT AND ASSUMPTION OF PARKING LEASES AGREEMENT RECORDED DECEMBER 4, 2013 AS DOCUMENT 1333839064, WHICH LEASE DEMISES THE FOLLOWING PORTIONS OF THE LAND:

SUFFICIENT PARKING SPACES TO COMPLY WITH THE CITY OF EVANSTON'S ZONING ORDINANCE, AS THAT ORDINANCE MAY BE MODIFIED FROM TIME TO TIME FOR THE BENEFIT OF THE TENANT'S REAL ESTATE, AS IMPROVED AND AS LEGALLY DESCRIBED ON EXHIBIT A TO SAID LEASE, HOWEVER, SAID SPACES WHEN COMBINED WITH THE SPACES LEASED BY THE CITY FOR THE MAIN PAVILION RETAIL UNDER RESOLUTION NO. 36-R-99 SHALL NOT EXCEED 341. THE SPACES SHALL BE UNASSIGNED AND UNRESERVED AUTOMOBILE PARKING SPACES AND SHALL BE LOCATED AT THE PLANNED NEW PUBLIC PARKING GARAGE (AS DEFINED IN SAID LEASE) LOCATED ON THE REAL ESTATE LEGALLY DESCRIBED ON EXHIBIT B TO SAID LEASE, TENANT SHALL HAVE, AS APPURTENANT TO THE SPACES, RIGHTS TO USE IN COMMON: (A) THE COMMON LOBBIES, CORRIDORS, STAIRWAYS, STAIRWELLS, ESCALATORS AND ELEVATORS OF THE GARAGE IN COMMON WITH OTHERS AND {B} COMMON WALKWAYS, PARKING AREAS AND DRIVEWAYS NECESSARY FOR COMMON INGRESS AND EGRESS TO THE GARAGE LAND FOR A TELM OF YEARS BEGINNING ON THE DATE THE LAND DESCRIBED AS PARCEL 1 IS TRANSFERRED BY THE CITY PURSUANT TO PARAGRAPH 7 OF THE REDEVELOPMENT AGREEMENT AND SHALL EXPIRE ON THE FORTIETH ANNIVERSARY OF THE OPENING FOR BUSINESS OF THE IMPROVEMENTS CONSTRUCTED ON THE LAND DESCRIBED AS PARCEL 1.

#### (MAPLE AVENUE GARAGE)

LOT 4 IN CHURCH MAPLE RESUBDIVISION, BEING A RESUBDIVISION OF PART OF DEMPSTER'S SUBDIVISION OF BLOCK 66 OF THE VILLAGE OF EVANSTON COOK, COUNTY, ILLINOIS; PART OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY (FORMERLY CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY); PART OF BLOCK 18 IN THE VILLAGE OF EVANSTON; ALL OF BLOCKS 2 AND 3 IN CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN THE COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS; AND PART OF VACATED CLARK

STREET AND EAST RAILROAD AVENUE; BEING IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF EVANSTON, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 2, 1999 AS DOCUMENT 99528041, ALL IN COOK COUNTY, ILLINOIS.

#### **EASEMENT PARCEL 4:**

NON-EXCLUSIVE EASEMENTS APPURTENANT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS SET FORTH IN THE EASEMENT AND OPERATING AGREEMENT DATED AUGUST 20, 2001 AND RECORDED AUGUST 23, 2001 AS DOCUMENT 0010778595 MADE BY OPTIMA MAPLE EVANSTON LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP AND CHURCH STREET PLAZA, LLC OVER THE LAND DESCRIBED THEREIN.

PARCEL B:

FEE PARCEL 5.

LOT 1 IN DAVIS CHURCH SECOND RESUBDIVISION BEING A RESUBDIVISION OF LOT 1 IN DAVIS CHURCH RESUBDIVISION RECORDED OCTOBER 2, 2000 AS DOCUMENT NUMBER 00766688, IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CITY OF EVANSTON, ACCORDING TO THE PLAT OF DAVIS CHURCH SECOND RESUBDIVISI ON RECORDED APRIL 12, 2002 AS DOCUMENT NUMBER 0020426116, IN COOK COUNTY, IL'INOIS

#### **EASEMENT PARCEL 6:**

NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS AND UTILITIES AS DISCLOSED BY EASEMENT AND OPERATING AGREEMENT DATED APRIL 11, 2002 AND RECORDED APRIL 12, 2002 AS DOCUMENT NUMBER 0020426117 AND AMENDED AND RE-STATED EASEMENT AND OPERATING AGREEMENT RECORDED APRIL 12, 2002 AS DOCUMENT 0020426632 MADE BY AND BETWEEN DAVIS CHURCH OFFICE DEVELOPMENT, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY AND CHURCH STREET PLAZA, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY.

#### **LEASE PARCEL 7:**

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS:

THE LEASEHOLD ESTATE, CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: THE CITY OF EVANSTON, A MUNICIPAL CORPORATION, AS LESSON, AND CHURCH STREET PLAZA, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS LESSEE, DATED MARCH 19, 2002, WHICH LEASE WAS RECORDED APRIL 12, 2002 AS DOCUMENT 0020426633, AS AMENDED BY FIRST AMENDMENT TO PARKING LEASE RECORDED DECEMBER 9, 2004 AS DOCUMENT 0434404091, AS ASSIGNED TO CHURCH STREET PLAZA SPE, LLC BY ASSIGNMENT AND ASSUMPTION OF PARKING LEASES AGREEMENT RECORDED SEPTEMBER 9, 2005 AS DOCUMENT 0525226127, AS FURTHER ASSIGNED TO SCG CHURCH STREET PLAZA, LLC BY ASSIGNMENT AND ASSUMPTION OF PARKING LEASES AGREEMENT RECORDED DECEMBER 4, 2013 AS DOCUMENT 1333839064, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING MARCH 19, 2002 AND ENDING ON THE FORTIETH (40TH) ANNIVERSARY OF THE COMMENCEMENT DATE.

(MAPLE AVENUE GARAGE)

LOT 4 IN CHURCH MAPLE RESUBDIVISION BEING A RESUBDIVISION OF PART OF DEMPSTER'S

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### UNOFFICIAL COPY

SUBDIVISION OF BLOCK 66 OF THE VILLAGE (NOW CITY) OF EVANSTON, COOK COUNTY, ILLINOIS; PART OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY (FORMERLY CHICAGO MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY); PART OF BLOCK 18 IN THE VILLAGE OF EVANSTON; ALL OF BLOCKS 2 AND 3 AND IN CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN THE COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS AND PART OF VACATED CLARK STREET AND EAST RAILROAD AVENUE; BEING IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF EVANSTON, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 2, 1999 AS DOCUMENT 99528041, ALL IN COOK COUNTY ILLINOIS.

#### PARCEL C:

#### FEE PARCE'L 8:

LOT 1 IN CHUICH MAPLE RESUBDIVISION, BEING A RESUBDIVISION OF PART OF DEMPSTER'S SUBDIVISION OF BLOCK 66 OF THE VILLAGE OF EVANSTON, COOK COUNTY, ILLINOIS; PART OF THE CHICAGO AND NORTH WESTERN RAILROAD RIGHT OF WAY (FORMERLY CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY); PART OF BLOCK 18 IN THE VILLAGE OF EVANSTON; ALL OF BLOCKS 2 AND 3 IN CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN THE COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS; AND PART OF VACATED CLARK STREET AND EAST RAILROAD AVENUE; BEING IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF EVANSTON, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 2, 1999 AS DOCUMENT 99528041, ALL IN COOK (DUPTY, ILLINOIS.

#### FEE PARCEL 9:

FROM THE SOUTH LINE OF CLARK STREET TO THE NORTH LINE OF CHURCH STREET, A STRIP OF LAND 5 FEET WIDE DESCRIBED AS FOLLOWS:

THE WEST 5 FEET OF THE EAST 100 FEET OF LOTS 1, 2, 3, 4, 5 AND 6 IN BLOCK 18 IN THE VILLAGE OF EVANSTON, IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### LEASE PARCEL 10:

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED '1ERFIN IS:

THE LEASEHOLD ESTATE CREATED BY THE INSTRUMENT HEREIN REFERRED TO ASTHE LEASES, EXECUTED BY: THE CITY OF EVANSTON, A MUNICIPAL CORPORATION, AS LESSOR, AND CHURCH STREET PLAZA, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS LESSEE, DATED JUNE 8, 1999, A MEMORANDUM OF WHICH WAS RECORDED DECEMBER 22, 2003 AS DOCUMENT 0335650053, AS ASSIGNED TO CHURCH STREET PLAZA SPE, LLC BY ASSIGNMENT AND ASSUMPTION OF PARKING LEASES AGREEMENT RECORDED SEPTEMBER 9, 2005 AS DOCUMENT 0525226127, AS FURTHER ASSIGNED TO SCG CHURCH STREET PLAZA, LLC BY ASSIGNMENT AND ASSUMPTION OF PARKING LEASES AGREEMENT RECORDED DECEMBER 4, 2013 AS DOCUMENT 1333839064, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF 40 YEARS FROM THE COMMENCEMENT DATE AS DEFINED IN SAID LEASE:

#### (MAPLE AVENUE GARAGE)

LOT 4 IN CHURCH MAPLE RESUBDIVISION, BEING A RESUBDIVISION OF PART OF DEMPSTER'S

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### UNOFFICIAL COPY

SUBDIVISION OF BLOCK 66 OF THE VILLAGE (NOW CITY) OF EVANSTON, COOK COUNTY, ILLINOIS; PART OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY (FORMERLY CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY); PART OF BLOCK 18 IN THE VILLAGE OF EVANSTON: ALL OF BLOCKS 2 AND 3 IN CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN THE COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS; AND PART OF VACATED CLARK STREET AND EAST RAILROAD AVENUE; BEING IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF EVANSTON, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 1999 AS DOCUMENT 99528041, ALL IN COOK COUNTY.

#### LEASE PARCEL 11:

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS:

THE LEASEHOLD ESTATE CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE GROUND LEASE, EXECUTED BY: CHICAGO TRANSIT AUTHORITY, A MUNICIPAL CORPORATION, AS LESSOR, AND CITY OF EVANSTON, A MUNICIPAL CORPORATION, DATED SEPTEMBER 15, 1999; THE ASSIGNMENT AND ASSUMPTION AGREEMENT DATED DECEMBER 21, 1999 BETWEEN THE CITY OF EVANSTON AND CHURCH STREET PLAZA, L.L.C., AND THE FIRST AMENDMENT TO GROUND LEASE BETWEEN CHICAGO TRANSIT AUTHORITY, A MUNICIPAL CORPORATION, AS LESSOR, AND CHURCH STREET PLAZA, LLC, AS TENANT, AS LESSEE/ASSIGNEE, WHICH LEASE AND AMENDMENT WAS RECORDED JULY 27, 2005 AS DC CUMENT 0520802166, AS ASSIGNED BY ASSIGNMENT AND ASSUMPTION OF GROUND LEASE TO 5CG CHURCH STREET PLAZA, LLC RECORDED DECEMBER 6, 2013 AS DOCUMENT 1334015043 AND ACIO ASSIGNED TO SCG CHURCH STREET PLAZA, LLC RECORDED APRIL 22, 2014 AS DOCUMENT 1411, 34034, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING NOVEMBER 18, 1999 AND ENDING NOVEMBER 17, 2019:

FROM THE SOUTH LINE OF CLARK STREET TO THE NOPTH LINE OF CHURCH STREET, A STRIP OF LAND 30 FEET WIDE DESCRIBED AS FOLLOWS:

THE EAST 30 FEET OF THE WEST 35 FEET OF THE EAST 100 FEET OF LOTS 1, 2, 3, 4, 5, AND 6 IN BLOCK 18 IN THE VILLAGE OF EVANSTON, IN THE EAST HALF OF THE MORTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN Office COOK COUNTY, ILLINOIS

#### Permanent Index Numbers:

11-18-117-015-8001 Vol. 57 (Affects Parcels 3, 7 & 10)

11-18-117-015-8002 Vol. 57 (Affects Parcels 3, 7 & 10)

11-18-117-009-0000 Vol. 57 (Affects Parcel 1)

11-18-125-014-0000 Vol. 57 (Affects Parcel 8)

11-18-125-015-0000 Vol. 57 (Affects Parcel 11)

11-18-125-016-0000 Vol. 57 (Affects Parcel 9)

11-18-303-013-0000 Vol. 57 (Affects Parcel 5)

Common Addresses: 900-950 Church Street (South Building), 901-921 Church Street and 1701-1765 Maple Street (Main Building) and 1700-1796 Maple Avenue (West Building), Evanston, IL 60201