

# UNOFFICIAL COPY

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Karen A. Yarbrough

Cook County Clerk

Date: 03/10/2022 06:52 AM Pg: 1 of 17

## RECORDING COVER PAGE

FIDELITY NATIONAL TITLE

ASSIGNMENTS OF RENTS

OC21026967

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## THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Thomas G. Moffitt  
Dickinson Wright PLLC  
55 West Monroe Street, Suite 1200  
Chicago, Illinois 60603

### ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (“Assignment”) is made and delivered as of the 22<sup>nd</sup> day of February, 2022, by CHICAGO JOURNEYMEN PLUMBERS’ LOCAL UNION 130, U.A., CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 10, 1925 AND KNOWN AS TRUST NUMBER 15408, and UNION PARKING, LLC, an Illinois limited liability company (collectively, “Assignor”), jointly and severally, to and for the benefit of AMALGAMATED BANK OF CHICAGO, an Illinois state chartered bank, its successors and assigns (“Assignee”).

### RECITALS:

A. Pursuant to the terms of that certain Construction Loan Agreement of even date herewith, as amended, modified, replaced or restated from time to time (the “Loan Agreement”), the terms and provisions of which are hereby incorporated herein by reference as if set forth fully herein, Assignee has agreed to loan to Assignor the principal amount of Twenty Two Million Six Hundred Fifty Seven Thousand Nine Hundred and 00/100 Dollars (\$22,657,900.00) (the “Loan”), as evidenced by that certain Promissory Note of even date herewith made by Assignor payable to Assignee, as the same may be amended, modified, replaced or restated from time to time (the “Note”).

B. A condition precedent to Assignee’s making of the Loan to Assignor is the execution and delivery by Assignor of this Assignment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. **Definitions.** All capitalized terms which are not defined herein shall have the meanings ascribed thereto in that certain Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing of even date herewith from Assignor for the benefit of Assignee (as amended, modified, replaced or restated from time to time, “Mortgage”) given as security for the Loan.

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2. **Grant of Security Interest.** Assignor hereby grants, transfers, sets over and assigns to Assignee, all of the right, title and interest of Assignor in and to (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the land legally described in Exhibit A attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the “**Premises**”), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases (each a “**Lease**”, and collectively, “**Leases**”), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises. This Assignment is an absolute transfer and assignment of the foregoing interests to Assignee given to secure:

(a) Payment by Assignor when due of (i) the indebtedness evidenced by the Note and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to Assignee by Assignor under or with respect to the Loan Documents (as defined in the Note); and (iii) all costs and expenses paid or incurred by Assignee in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys’ fees; and

(b) Observance and performance by Assignor of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Assignor or any other obligor to or benefiting Assignee which are evidenced or secured by or otherwise provided in the Note, this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof.

3. **Representations and Warranties of Assignor.** Assignor represents and warrants to Assignee that:

(a) this Assignment, as executed by Assignor, constitutes the legal and binding obligation of Assignor enforceable in accordance with its terms and provisions;

(b) Assignor is the lessor under all Leases;

(c) there is no other existing assignment of Assignor’s entire or any part of its interest in or to any of the Leases, or any of the rents, issues, income or profits assigned hereunder, nor has either Assignor entered into any agreement to subordinate any of the Leases or such Assignor’s right to receive any of the rents, issues, income or profits assigned hereunder;

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(d) Assignor has not executed any instrument or performed any act which may prevent Assignee from operating under any of the terms and provisions hereof or which would limit Assignee in such operation; and

(e) there are no defaults by the landlord and, to Assignee's knowledge, there are no material defaults by tenants under any Leases.

4. **Covenants of Assignor.** Assignor covenants and agrees that so long as this Assignment shall be in effect, other than in compliance with the terms and provisions of the Loan Agreement:

(a) Assignor shall not lease any portion of the Premises unless Assignor obtains Assignee's prior written consent to all aspects of such lease, which consent shall not be unreasonably withheld; provided that Assignee's prior consent shall not be required with respect to any Leases for individual parking spaces in the parking garage being constructed on the Premises;

(b) Assignor shall (except in the ordinary course and as commercially reasonable) observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and Assignor shall not do or suffer to be done anything to impair the security thereof. Except in the ordinary course and as commercially reasonable, Assignor shall not (i) release the liability of any tenant under any Lease, (ii) consent to any tenant's withholding of rent or making monetary advances and off-setting the same against future rentals, (iii) consent to any tenant's claim of a total or partial eviction, (iv) consent to a tenant termination or cancellation of any Lease, except as specifically provided therein, or (v) enter into any oral leases with respect to all or any portion of the Premises;

(c) Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty (30) days in advance of the time when the same shall become due, except for security or similar deposits;

(d) Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents;

(e) With respect to any Lease which requires Assignee's prior written consent as provided in Section 4(a) above, Assignor shall not modify the terms and provisions of any such Lease, nor shall Assignor give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any such Lease, except as expressly permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate any such Lease, without Assignee's prior written consent, which consent shall not be unreasonably withheld; provided, however, that Assignor may cancel or terminate any such Lease as a result of a material default by the tenant thereunder and failure of such tenant to cure the default within the applicable time periods set forth in the Lease;

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(f) With respect to any Lease which requires Assignee's prior written consent as provided in Section 4(a) above, Assignor shall not accept a surrender of any such Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any such Lease or of any interest in any such Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder; upon the occurrence of an Event of Default, any termination fees payable under any such Lease for the early termination or surrender thereof shall be paid jointly to Assignor and Assignee;

(g) Assignor shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law;

(h) Assignor shall not waive or excuse the obligation to pay rent under any Lease;

(i) Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of Assignee, including court costs and reasonable attorneys' fees, in any such action or proceeding in which Assignee may appear;

(j) Assignor shall give prompt notice to Assignee of any notice of any default by the lessor under any Lease received from any tenant or guarantor thereunder;

(k) Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the tenants and guarantors thereunder and shall immediately notify Assignee of any material breach by the tenant or guarantor under any such Lease;

(l) Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;

(m) Assignor shall not execute hereafter any Lease unless there shall be included therein a provision providing that the tenant thereunder acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to Assignee as mortgagee, mortgagee in possession or successor in title to the Premises for accountability for any security deposit required by lessor under such Lease unless such sums have actually been received in cash by Assignee as security for tenant's performance under such Lease;

(n) If any tenant under any Lease which requires Assignee's prior written consent as provided in Section 4(a) above, is or becomes the subject of any proceeding

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under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of any of such Leases assigned hereby, Assignor covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Assignee;

(o) Not later than thirty (30) days after the end of each calendar quarter, if requested by Assignee in writing, the Assignor shall deliver to the Assignee a certified rent roll for the Premises as of the last day of such period in a form reasonably satisfactory to the Assignee; and

(p) This Assignment does not grant and shall not be deemed to create a security interest or any other right, title or interest in favor of Assignee in or to any union dues, benefits or other payroll deductions from any of the union members of the Chicago Journeymen Plumbers' Local 130, UA. (the "Union"), even if those funds are co-mingled in a bank account with other funds of the Union; provided that the foregoing provision or any such co-mingling shall not in any way limit the security interest granted by Assignor to Assignee in and to all income, revenue and receipts from the Premises.

5. **Rights Prior to Default** Unless or until an Event of Default (as defined in Section 6) shall occur, Assignor shall have the right to collect, at the time (but in no event more than thirty days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon written notice of the occurrence of an Event of Default and seven (7) days to cure said Event of Default, Assignor's right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to Assignor. Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

6. **Events of Default**. An "Event of Default" shall occur under this Assignment upon the occurrence of (a) a breach by Assignor of any of the covenants, agreements, representations, warranties or other provisions hereof which is not cured or waived within the applicable grace or cure period, if any, set forth in the Mortgage or (b) any other Event of Default described in the Loan Agreement, Note, Mortgage or the other Loan Documents.

7. **Rights and Remedies Upon Default**. At any time upon or following the occurrence of any Event of Default, Assignee, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing Assignor or any guarantor of the Note from any obligation, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Loan Documents:

(a) Declare the unpaid balance of the principal sum of the Note, together with all accrued and unpaid interest thereon, immediately due and payable;

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(b) Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which Assignee deems necessary or proper;

(c) Either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to Assignee, without proof of default hereunder, upon receipt from Assignee of written notice to thereafter pay all such rents and other amounts to Assignee and to comply with any notice or demand by Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and Assignor shall facilitate in all reasonable ways Assignee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to Assignee; and

(d) Make any payment or do any act required herein of Assignor in such manner and to such extent as Assignee may deem necessary, and any amount so paid by Assignee shall become immediately due and payable by Assignor with interest thereon until paid at the Default Rate and shall be secured by this Assignment.

8. **Application of Proceeds.** All sums collected and received by Assignee out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default shall be applied in accordance with the Illinois Mortgage Foreclosure Law (Chapter 735, Sections 5/15-1101 et seq., Illinois Compiled Statutes) and, unless otherwise specified in such act, in such order as Assignee shall elect in its sole and absolute discretion.

9. **Limitation of Assignee's Liability.** Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises or from any other act or omission of Assignee in managing, operating or maintaining the Premises following the occurrence of an Event of Default. Assignee shall not be obligated to observe, perform or discharge, nor does Assignee hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of Assignor under or by reason of this Assignment. Assignor shall and does hereby agree to indemnify, defend (using counsel reasonably satisfactory to Assignee) and hold Assignee harmless from and against any and all liability, loss or damage which Assignee may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease;

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provided, however, in no event shall Assignor be liable for any liability, loss or damage which Assignor incurs as a result of Assignee's gross negligence or willful misconduct. Should Assignee incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon Assignee for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make Assignee responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth herein or in the Mortgage, and no exercise by Assignee of any of the rights set forth herein or in the Mortgage shall constitute or be construed as constituting Assignee a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereof or of the Mortgage.

10. **No Waiver.** Nothing contained in this Assignment and no act done or omitted to be done by Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of Assignee under the terms and provisions of such instruments, and Assignee may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Assignee may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

11. **Further Assurances.** Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as Assignee may designate) and shall do or cause to be done such further acts, as Assignee may request, in order to permit Assignee to perfect, protect, preserve and maintain the assignment made to Assignee by this Assignment.

12. **Security Deposits.** Assignor acknowledges that Assignee has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that Assignee assumes no responsibility or liability for any security so deposited.

13. **Severability.** The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.



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14. **Successors and Assigns.** This Assignment is binding upon Assignor and its legal representatives, successors and assigns, and the rights, powers and remedies of Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns.

15. **Written Modifications.** This Assignment shall not be amended, modified or supplemented without the written agreement of Assignor and Assignee at the time of such amendment, modification or supplement.

16. **Duration.** This Assignment shall become null and void at such time as Assignor shall have paid the principal sum of the Note, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents and by its acceptance thereof, the Lender agrees, at such time, to execute and deliver to the Assignor an instrument in recordable form, wherein the Lender acknowledges the termination of its rights hereunder or assigns such rights, without recourse, to the Assignor's designee.

17. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

18. **Notices.** All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of Assignor and Assignee, as the case may be, as specified in the Mortgage.

19. **Waiver of Trial by Jury.** ASSIGNOR AND ASSIGNEE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS ASSIGNMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST ASSIGNEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

20. **Counterparts.** This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE  
PAGE FOLLOWS]

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**IN WITNESS WHEREOF**, Assignor has executed and delivered this Assignment as of the day and year first above written.

**ASSIGNOR:**

**CHICAGO JOURNEYMEN PLUMBERS'  
LOCAL UNION 130, U.A.**

By: \_\_\_\_\_  
Name: James F. Coyne  
Title: Business Manager

By: \_\_\_\_\_  
Name: Kenneth A. Turnquist  
Title: Financial Secretary – Treasurer

**CHICAGO TITLE LAND TRUST COMPANY,  
AS TRUSTEE UNDER TRUST AGREEMENT  
DATED SEPTEMBER 10, 1925 AND KNOWN  
AS TRUST NUMBER 15408**



By: Laurel Thorpe  
Name: LAUREL THORPE  
Title: ASSISTANT VICE PRESIDENT

**UNION PARKING, LLC**, an Illinois limited liability company

By: Chicago Journeymen Plumbers Local Union 130, U.A., its Member

By: \_\_\_\_\_  
Name: James F. Coyne  
Title: Business Manager

By: \_\_\_\_\_  
Name: Kenneth A. Turnquist  
Title: Financial Secretary – Treasurer

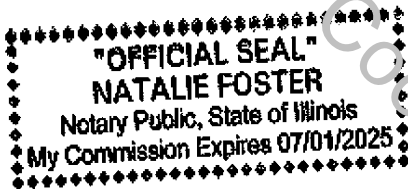
This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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STATE OF ILLINOIS            )  
  )  ss  
COUNTY OF COOK            )

I, NATALIE FOSTER a Notary Public in and for said County, in the State aforesaid, do hereby certify that LAUREL THORPE, the ASSISTANT VICE PRESIDENT of CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 10, 1925 AND KNOWN AS TRUST NUMBER 15408, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such ASSISTANT VICE PRESIDENT appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 28<sup>th</sup> day of February, 2022.



Natalie Foster  
NOTARY PUBLIC  
(SEAL)

My commission expires: \_\_\_\_\_



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IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment as of the day and year first above written.

**ASSIGNOR:**

**CHICAGO JOURNEYMEN PLUMBERS'  
LOCAL UNION 130, U.A.**

By: James F. Coyne  
Name: James F. Coyne  
Title: Business Manager

By: Kenneth A. Turnquist  
Name: Kenneth A. Turnquist  
Title: Financial Secretary – Treasurer

**CHICAGO TITLE LAND TRUST COMPANY,  
AS TRUSTEE UNDER TRUST AGREEMENT  
DATED SEPTEMBER 10, 1925 AND KNOWN  
AS TRUST NUMBER 15408**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**UNION PARKING, LLC, an Illinois limited  
liability company**

By: Chicago Journeymen Plumbers Local Union  
130, U.A., its Member

By: James F. Coyne  
Name: James F. Coyne  
Title: Business Manager

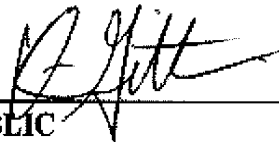
By: Kenneth A. Turnquist  
Name: Kenneth A. Turnquist  
Title: Financial Secretary – Treasurer

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STATE OF ILLINOIS            )  
  )  ss  
COUNTY OF COOK            )

I, Kevin Giltmier a Notary Public in and for said County, in the State aforesaid, do hereby certify that James F. Coyne the Business Manager of CHICAGO JOURNEYMEN PLUMBERS' LOCAL UNION 130, U.A., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Business Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said union, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 26 day of February, 2022.

  
NOTARY PUBLIC

My commission expires: 5/5/2025 (SEAL)



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STATE OF ILLINOIS            )  
   )  ss  
 COUNTY OF COOK            )

I, Kevin Giltner a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kenneth A. Turnquist, the Financial Secretary – Treasurer, of CHICAGO JOURNEYMEN PLUMBERS’ LOCAL UNION 130, U.A., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Financial Secretary – Treasurer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said union, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 25 day of February, 2022.

  
 \_\_\_\_\_  
 NOTARY PUBLIC

My commission expires: 5/5/2025 (SEAL)

Notary of Cook County Clerk's Office

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STATE OF ILLINOIS            )  
  ) ss  
COUNTY OF COOK            )

I, Kevin Giltmier a Notary Public in and for said County, in the State aforesaid, do hereby certify that James F. Coyne the Business Manager of CHICAGO JOURNEYMEN PLUMBERS' LOCAL UNION 130, U.A., the Member of UNION PARKING, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Business Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 28 day of February, 2022.

[Signature]  
NOTARY PUBLIC

My commission expires: 5/5/2025 (SEAL)



# UNOFFICIAL COPY

STATE OF ILLINOIS            )  
   )  SS  
 COUNTY OF COOK            )

I, Kevin Giltmier a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kenneth A. Turnquist, the Financial Secretary – Treasurer, of CHICAGO JOURNEYMEN PLUMBERS’ LOCAL UNION 130, U.A., the Member of UNION PARKING, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Financial Secretary – Treasurer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 25 day of February, 2022.

*Kevin Giltmier*  
 NOTARY PUBLIC

My commission expires: 5/5/2024 (SEAL)





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## EXHIBIT A

### Legal Description of Premises

THAT PART OF LOTS 5 TO 12 (EXCEPT THE NORTH 35 FEET THEREOF) AND THAT PART OF LOTS 18, 19, 28, 29 AND THAT PART OF THE 40 FOOT VACATED ALLEY LYING BETWEEN SAID LOTS 18 AND 19 AND SAID LOTS 28 AND 29, ALSO THAT PART OF THE 14 FOOT VACATED ALLEY LYING SOUTH OF AND ADJOINING AFORESAID LOTS 1 TO 16, AND THAT PART OF THE EAST/WEST 18 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINE OF LOTS 19 AND 28 IN BLOCK 5 IN MALCOLM MCNEIL'S RESUBDIVISION OF BLOCKS 6, 7 AND 8 IN WRIGHT'S ADDITION TO CHICAGO, ALSO THAT PART OF LOTS 2 TO 7 (EXCEPT THAT TAKEN FOR WIDENING OF RANDOLPH STREET) IN TAYLOR'S SUBDIVISION OF LOTS 1 TO 4 IN MALCOLM MCNEIL'S RESUBDIVISION OF BLOCK 6, 7 AND 8 IN WRIGHT'S ADDITION TO CHICAGO, ALL IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF RANDOLPH AND ADA STREET; THENCE SOUTH 88 DEGREES 36 MINUTES 22 WEST, ON THE SOUTH LINE OF SAID RANDOLPH STREET, 100.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 38 MINUTES 20 SECONDS EAST, 172.34 FEET; THENCE SOUTH 88 DEGREES 31 MINUTES 24 SECONDS WEST, 271.50 FEET; THENCE NORTH 01 DEGREES 38 MINUTES 20 SECONDS WEST, 172.73 FEET TO THE SOUTH LINE OF SAID RANDOLPH STREET; THENCE NORTH 88 DEGREES 36 MINUTES 22 SECONDS EAST, ON SAID SOUTH LINE, 271.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PINs: Part of 17-08-328-036-0000

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Common Address: 1371 West Randolph Street, Chicago, IL 60607