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Doc#: 2218121069 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 06/30/2022 06:45 AM Pg: 1 of 16

22-05241

ABOVE SPACE FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS AND LEASES

This ASSIGNMENT OF RENTS AND LEASES dated as of June 23, 2022 (this "Assignment"), is executed by Sky River, LLC, an Illinois limited liability company ("Assignor"), whose address is c/o Eddie Juling Ni, 4360 East New York Street, Aurora, IL 60504, to and for the benefit of SkyLoop, LLC, an Illinois limited liability company, its successors and assigns ("Assignee"), whose address is 916 West 21st Street, Chicago, IL 60608.

RECITALS:

A. Assignee has agreed to loan to Assignor the original principal amount of Nine Million and 00/100 Dollars (\$9,000,000.00) (the "Loan"), as evidenced by the Promissory Note dated even date herewith (as the same may be amended, modified, replaced, or restated from time to time, the "Note"), executed by Assignor and made payable to the order of Assignee.

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:

AGREEMENTS:

1. Definitions. All capitalized terms which are not defined herein have the meanings ascribed thereto in the Mortgage, Security Agreement, Assignment of Rents and Leases, and Fixture Filing dated as of even date herewith, executed by Assignor to and for the benefit of Assignee (the "Mortgage").

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 (the land and improvements are hereinafter referred to

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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, the “Leases”), now or hereafter existing, of the Premises together with all guaranties of any of the Leases and all security deposits delivered by tenants thereunder, whether in cash or by letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including without limitation, 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) the 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) the 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.

(c) Notwithstanding anything to the contrary herein, in the event the Mortgage is converted into a Second Mortgage for any portion of the Property as provided for in Section 37 of the Mortgage, this Assignment shall become a Second Assignment of Rents as to the portion of the Property that is subject to the Second Mortgage.

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

(a) this Assignment 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 interest in or to any of the Leases, or any of the rents, issues, income, or profits assigned hereunder, and Assignor has not entered into any agreement to subordinate any of the Leases or Assignor’s right to receive any of the rents, issues, income, or profits assigned hereunder;

(d) Assignor has not executed any instrument or performed any act which may prevent Assignee from exercising its rights under this Assignment; and

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(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:

(a) Assignor must not lease the Premises unless Assignor obtains Assignee's prior written consent to the lease;

(b) Assignor must 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 must not do or suffer to be done anything to impair the security thereof. Assignor must 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 the Premises;

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

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

(e) Assignor must not modify any Lease, and Assignor must not give any consent or approval (including, but not limited to, any consent or approval to any assignment of, or subletting under, any Lease, except as expressly permitted thereby), required or permitted by any Lease or cancel or terminate any Lease, without Assignee's prior written consent; provided, however, that Assignor may cancel or terminate any Lease as a result of a material default by the tenant thereunder and the failure of the tenant to cure the default within the applicable time periods set forth in the Lease;

(f) Assignor must not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any 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; any termination fees payable under a Lease for the early termination or surrender thereof must be paid jointly to Assignor and Assignee;

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

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

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(i) Assignor must, 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 must pay all costs and expenses of Assignee, including court costs and reasonable attorneys' fees, in any action or proceeding in which Assignee may appear;

(j) Assignor must 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 must 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 must immediately notify Assignee of any material breach by the tenant or guarantor under any Lease;

(l) Assignor must not permit any Lease 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) If any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code or any other federal, state, or local statute which provides for the possible termination or rejection of the Leases assigned hereby, and if any 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 Lease must be made payable both to Assignor and Assignee. Assignor assigns the payment to Assignee, and upon the request of Assignee, Assignor must duly endorse to the order of Assignee any check, the proceeds of which shall be applied in accordance with Section 8; and

(n) Not later than thirty (30) days after the end of each calendar quarter, Assignor must deliver to Assignee a certified rent roll for the Premises as of the last day of the period in a form reasonably satisfactory to Assignee.

5. Rights Prior to Default. Unless or until an Event of Default (as defined in Section 6) occurs, Assignor has 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 the occurrence of an Event of Default, Assignor's right to collect the rents, issues, income, and profits shall immediately terminate without further notice thereof to Assignor. Assignee has 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 Note, the Mortgage, or any of the other Loan Documents.

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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 the 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;

(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 Premises on any terms and for any period of time as Assignee may deem necessary or proper, with full power to make 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 is 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 pay all 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. Assignor must facilitate in all reasonable ways Assignee's collection of the rents, issues, income, and profits, and upon request Assignor must execute written notices to the tenants under the Leases to pay all rents and other amounts to Assignee; and

(d) Make any payment or do any act required herein of Assignor in any manner and to any 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 that act, in such order as Assignee shall elect in its sole and absolute discretion.

9. Limitation of Assignee's Liability. Assignee is not liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises or from any other act or omission

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of Assignee in managing, operating, or maintaining the Premises following an Event of Default. Assignee is not obligated to observe, perform, or discharge, and Assignee does not undertake to observe, perform, or discharge, any covenant, term, condition, or agreement contained in any Lease to be observed, performed, or discharged by the lessor thereunder, or any obligation, duty, or liability of Assignor under or by reason of this Assignment. Assignor indemnifies, defends (using counsel reasonably satisfactory to Assignee), and holds harmless Assignee 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; 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. If Assignee incurs any liability, loss, or damage under any Lease or under or by reason of this Assignment, or in the defense of any 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 does not 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, and this Assignment does not 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 this Assignment or 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 such instruments, and Assignee may exercise any of its rights and remedies under 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 must execute or cause to be executed all additional instruments (including, but not limited to, general or specific assignments of Leases as Assignee may designate) and must do or cause to be done all 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.

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

13. Severability. If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Assignee and Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment. The validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

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 inure to the benefit of Assignee and its successors and assigns.

15. Written Modifications. This Assignment cannot be amended, modified, or supplemented without the written agreement of Assignor and Assignee at the time of the 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.

17. Governing Law. This Assignment is 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 WAIVE 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 LENDING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT, AND AGREE THAT ANY ACTION OR PROCEEDING MUST BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. ASSIGNOR MUST 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.

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[Signature Page Follows]

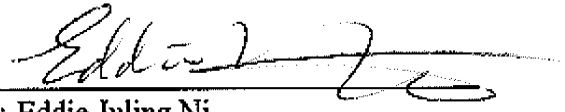
Property of Cook County Clerk's Office

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

Sky River, LLC

By: Sky River Class A Members, LLC, an Illinois limited liability company, as Manager

By: 

Name: Eddie Juling Ni

Title: Manager

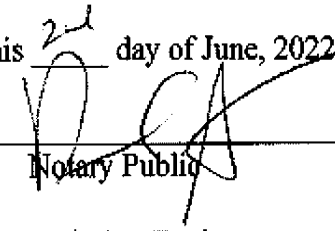
Property of Cook County Clerk's Office

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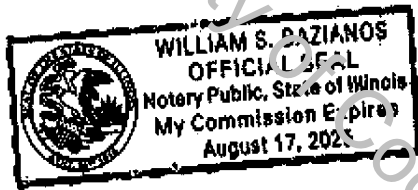
STATE OF ILLINOIS)
) SS.
COUNTY OF ILLINOIS)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Eddie Juling Ni, as Manager of Sky River Class A Members, LLC, one of the Managers of Sky River, LLC, who is personally known to me to be the 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 Sky River, LLC for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2nd day of June, 2022.



Notary Public



My Commission Expires:
6/17/25

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EXHIBIT "A"

(Legal Description of Real Estate)

PARCEL 1:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF AND ADJOINING 22ND STREET BETWEEN GROVE STREET AND THE SOUTH BRANCH OF THE CHICAGO RIVER AND IS BOUNDED ON THE NORTH BY 22ND STREET; ON THE EAST BY THE WEST LINE OF GROVE STREET, AS THE WEST LINE OF SAID GROVE STREET WAS ESTABLISHED BY THE DECREE OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, ENTERED MAY 11, 1883, IN BURNT RECORDS CASE NO. 254; ON THE SOUTH BY THE SOUTH BRANCH ADDITION TO CHICAGO; AND ON THE WEST BY THE SOUTH BRANCH OF THE CHICAGO RIVER, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1, 2, 3, AND 4 IN BLOCK 3 IN SOUTH BRANCH ADDITION TO CHICAGO (EXCEPTING FROM SAID PREMISES THAT PORTION THEREOF CONVEYED TO THE SANITARY DISTRICT OF CHICAGO BY WARRANTY DEED FROM SEAVERNS ELEVATOR CO. DATED JULY 21, 1904, AND RECORDED JULY 27, 1904, IN BOOK 8719, PAGE 289, AS DOCUMENT 3571373) AND (EXCEPTING ALSO THEREFROM THAT PORTION CONVEYED TO THE CUNEO PRESS, INC., A CORPORATION OF ILLINOIS, BY DEED RECORDED JULY 31, 1947, AS DOCUMENT 14112901, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE BOUNDARY LINE BETWEEN SAID LOTS 3 AND 4, WITH THE NORTHWESTERLY LINE OF GROVE STREET; THENCE NORTH 25 DEGREES, 48 MINUTES, 29 SECONDS EAST ALONG SAID NORTHWESTERLY LINE OF SAID GROVE STREET, A DISTANCE OF 22.31 FEET; THENCE NORTH 63 DEGREES, 46 MINUTES, 24 SECONDS WEST ALONG A LINE PASSING THROUGH THE MOST SOUTHERLY POINT OF THE MOST SOUTHERLY PILASTER OF THE SOUTHERLY WALL OF A GARAGE WAREHOUSE BUILDING OF SAID LOT 3, A DISTANCE OF 227.64 FEET TO THE EASTERLY LINE OF THE SANITARY DISTRICT OF CHICAGO PROPERTY AS DESCRIBED IN WARRANTY DEED RECORDED JULY 24, 1904, AS DOCUMENT 3571373, SAID INTERSECTION BEING 24.00 FEET 4-1/4 INCHES NORTH OF THE BOUNDARY LINE BETWEEN SAID LOTS 3 AND 4; THENCE SOUTH 27 DEGREES, 20 MINUTES, 48 SECONDS WEST ALONG SAID EAST LINE AND THE EAST LINE OF PREMISES CONVEYED BY WARRANTY DEED RECORDED DECEMBER 20, 1904, AS DOCUMENT 3634733, TO SAID BOUNDARY LINE BETWEEN LOTS 3 AND 4; THENCE EASTERLY ALONG THE BOUNDARY LINE BETWEEN SAID LOTS 3 AND 4, 227 FEET 4 AND 1/4 INCHES, MORE OR LESS, TO THE POINT OF BEGINNING) IN THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 3:

LOTS 44 TO 56, BOTH INCLUSIVE, IN CRANE'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 4:

A PIECE OR PARCEL OF LAND COMPRISING A PORTION OF LOTS 1, 2, 3, 4, 5, 6, 7, AND THE NORTHEASTERLY 15.00 FEET OF LOT 8, ALL IN BLOCK 4 IN THE SOUTH BRANCH ADDITION TO CHICAGO IN SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEASTERLY OF AND ADJACENT TO GROVE STREET, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1 IN BLOCK 4, AFORESAID; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF GROVE STREET, 365.00 FEET; THENCE SOUTHEASTERLY AT AN ANGLE WITH THE ABOVE-DESCRIBED LINE IN NORTHEAST INTERSECTION OF 90 DEGREES 31 MINUTES 30.27 FEET; THENCE NORTHEASTERLY AT AN ANGLE WITH THE ABOVE-DESCRIBED LINE IN THE NORTHWESTERLY INTERSECTION OF 106 DEGREES 22 MINUTES 15.63 FEET, MORE OR LESS, TO A POINT IN THE NORTHEASTERLY LINE OF LOT 8 IN BLOCK 4, AFORESAID; SAID POINT BEING ON A LINE 25.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE TANGENT PORTION OF THE CENTER LINE OF CHICAGO AND ALTON RAILROAD COMPANY'S NORTHWESTERLY MAIN TRACK, SAID POINT BEING 34.81 FEET SOUTHEASTERLY MEASURED FROM THE SOUTHEASTERLY LINE OF GROVE STREET ALONG THE NORTHEASTERLY LINE OF SAID LOT 8; THENCE NORTHEASTERLY PARALLEL WITH AND 25.00 FEET NORTHWESTERLY FROM THE TANGENT PORTION OF THE CENTERLINE OF THE CHICAGO AND ALTON RAILROAD COMPANY'S NORTHWESTERLY MAIN TRACK 357.25 FEET, MORE OR LESS, TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 1 IN BLOCK 4, AFORESAID, 92.26 FEET SOUTHEASTERLY FROM THE SOUTHEAST LINE OF GROVE STREET, MEASURED ALONG THE NORTHEASTERLY LINE OF SAID LOT 1; THENCE NORTHWESTERLY ALONG THE SAID NORTHEASTERLY LINE OF SAID LOT 1, 92.26 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PIN: 17-28-103-002-0000
 17-28-103-007-0000
 17-28-104-001-0000
 17-28-104-002-0000

Address: 465 West Cermak Road
 Chicago, IL 60616

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EXHIBIT "B"

(Leases)

None

This Instrument Prepared By:

Philip Wong
209 South LaSalle Street, #700
Chicago, IL 60604

Mail to:

William J. Leonard
20 S. Clark Street, Suite 750
Chicago, IL 60603

Property of Cook County Clerk's Office

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15826-22-65241-IL

Property Address: 465 W Cermak Rd., Chicago, IL 60616

Parcel ID: 17-28-103-002-0000, 17-28-103-007-0000, 17-28-104-001-0000 and 17-28-104-002-0000

PARCEL 1:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF AND ADJOINING 22ND STREET BETWEEN GROVE STREET AND THE SOUTH BRANCH OF THE CHICAGO RIVER AND IS BOUNDED ON THE NORTH BY 22ND STREET, ON THE EAST BY THE WEST LINE OF GROVE STREET, AS THE WEST LINE OF SAID GROVE STREET WAS ESTABLISHED BY THE DECREE OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, ENTERED MAY 11, 1883, IN BURNT RECORDS CASE NO.254; ON THE SOUTH BY THE SOUTH BRANCH ADDITION TO CHICAGO, AND ON THE WEST BY THE SOUTH BRANCH OF THE CHICAGO RIVER, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1, 2, 3 AND 4 IN BLOCK 3 IN SOUTH BRANCH ADDITION TO CHICAGO (EXCEPTING FROM SAID PREMISES THAT PORTION THEREOF CONVEYED TO THE SANITARY DISTRICT OF CHICAGO BY WARRANTY DEED FROM SEAVERNS ELEVATOR CO. DATED JULY 21, 1904 AND RECORDED JULY 27, 1904 IN BOOK 8719, PAGE 288, AS DOCUMENT 3571373) AND (EXCEPTING ALSO THEREFROM THAT PORTION OF CONVEYED TO THE CUNEO PFEES, INC., A CORPORATION OF ILLINOIS, BY DEED RECORDED JULY 31, 1947 AS DOCUMENT 1417301, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE BOUNDARY LINE BETWEEN SAID LOTS 3 AND 4, WITH THE NORTHWESTERLY LINE OF GROVE STREET; THENCE NORTH 25 DEGREES, 48 MINUTES, 29 SECONDS EAST ALONG SAID NORTHWESTERLY LINE OF SAID GROVE STREET, A DISTANCE OF 22.31 FEET; THENCE NORTH 63 DEGREES, 46 MINUTES, 24 SECONDS WEST, ALONG A LINE PASSING THROUGH THE MOST SOUTHERLY POINT OF THE MOST SOUTHERLY PILASTER OF THE SOUTHERLY WALL OF A GARAGE WAREHOUSE BUILDING OF SAID LOT 3, A DISTANCE OF 227.64 FEET TO THE EASTERLY LINE OF THE SANITARY DISTRICT OF CHICAGO PROPERTY AS DESCRIBED IN WARRANTY DEED RECORDED JULY 24, 1904 AS DOCUMENT 3571373, SAID INTERSECTION BEING 24.00 FEET 4-1/4 INCHES NORTH OF THE BOUNDARY LINE BETWEEN SAID LOTS 3 AND 4; THENCE SOUTH 27 DEGREES, 20 MINUTES, 48 SECONDS WEST ALONG SAID EAST LINE AND THE EAST LINE OF PREMISES CONVEYED BY WARRANTY DEED RECORDED DECEMBER 20, 1904 AS DOCUMENT 3634733, TO SAID BOUNDARY LINE BETWEEN LOTS 3 AND 4; THENCE EASTERLY ALONG THE BOUNDARY LINE BETWEEN SAID LOTS 3 AND 4, 227 FEET 4 AND 1/4 INCHES, MORE OR LESS TO THE POINT OF BEGINNING) IN THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 44 TO 56, BOTH INCLUSIVE, IN CRANE'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

A PIECE OR PARCEL OF LAND COMPRISING A PORTION OF LOTS 1, 2, 3, 4, 5, 6, 7, AND THE NORTHEASTERLY 15.00 FEET OF LOT 8, ALL IN BLOCK 4 IN THE SOUTH BRANCH ADDITION TO CHICAGO IN SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEASTERLY OF AND ADJACENT TO GROVE STREET, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1 IN BLOCK 4, AFORESAID; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF GROVE STREET, 365.00 FEET THENCE SOUTHEASTERLY AT AN ANGLE WITH THE ABOVE- DESCRIBED LINE IN NORTHEAST INTERSECTION OF 90 DEGREES 31 MINUTES 30.27 FEET; THENCE NORTHEASTERLY AT AN ANGLE WITH THE ABOVE-DESCRIBED LINE IN THE NORTHWESTERLY INTERSECTION OF 106 DEGREES 22 MINUTES 15.63 FEET, MORE OR LESS, TO A POINT IN THE NORTHEASTERLY LINE OF LOT 8 IN BLOCK 4, AFORESAID; SAID POINT BEING ON A LINE 25.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE TANGENT PORTION OF THE CENTER LINE OF CHICAGO AND ALTON RAILROAD COMPANY'S NORTHWESTERLY MAIN TRACK, SAID POINT BEING 34.81 FEET SOUTHEASTERLY MEASURED FROM THE SOUTHEASTERLY LINE OF GROVE STREET ALONG THE NORTHEASTERLY LINE OF SAID LOT 8; THENCE NORTHEASTERLY PARALLEL WITH AND 25.00 FEET NORTHWESTERLY FROM THE TANGENT PORTION OF THE CENTERLINE OF THE CHICAGO AND ALTON RAILROAD COMPANY'S NORTHWESTERLY MAIN TRACK 357.25 FEET, MORE OR LESS, TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 8 IN BLOCK 4, AFORESAID, 92.26 FEET SOUTHEASTERLY FROM THE SOUTHEAST LINE OF GROVE STREET, MEASURED ALONG THE NORTHEASTERLY LINE OF SAID LOT 1; THENCE NORTHWESTERLY ALONG THE SAID NORTHEASTERLY LINE OF SAID LOT 1, 92.26 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF VACATED SOUTH GROVE STREET LYING EASTERLY OF AND ADJOINING PARCELS 1 AND 2, AS VACATED BY ORDINANCE RECORDED JUNE 18, 2018 AS DOCUMENT NO. 1816916083 AND PLAT OF VACATION RECORDED JUNE 18, 2018 AS DOCUMENT NO. 1816916084, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE EXISTING SOUTH GROVE STREET RIGHT-OF-WAY LYING EASTERLY OF AND ADJOINING THE WESTERLY LINE OF SOUTH GROVE STREET AS ESTABLISHED BY THE DECREE OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, ENTERED MAY 11, 1883, IN BURNT RECORDS CASE NUMBER 254; ALSO LYING EASTERLY OF AND ADJOINING LOTS 1, 2 AND 3 IN BLOCK 3 IN SAID SOUTH BRANCH ADDITION TO CHICAGO, LYING SOUTHERLY AND ADJOINING THE EASTWARD EXTENSION OF THE SOUTH LINE OF WEST CERMAK ROAD (WEST 22ND STREET) AS SAID SOUTH LINE IS PRESENTLY OCCUPIED; AND LYING NORTHERLY OF AND ADJOINING THE EASTWARD EXTENSION OF THE NORTHERLY LINE OF THE PROPERTY CONVEYED TO THE CUNEO PRESS CORPORATION BY WARRANTY DEED RECORDED JULY 31, 1947 AS DOCUMENT NO. 14112031, ALL IN COOK COUNTY, ILLINOIS.

AND

EXCLUDING FROM THE ABOVE PARCELS A PORTION OF RELOCATED S GROVE STREET AND A PORTION OF W. CERMAK ROAD AS DEDICATED BY ORDINANCE RECORDED JUNE 18, 2018 AS DOCUMENT NO. 1816916083 AND PLAT OF VACATION RECORDED JUNE 18, 2018 AS DOCUMENT NO. 1816916085, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND COMPRISING A PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF AND ADJOINING W. CERMAK ROAD (W. 22ND STREET) AND WHICH LIES EAST OF THE WEST LINE OF GROVE STREET, AS THE WEST LINE OF SAID GROVE STREET WAS ESTABLISHED BY THE DECREE OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, ENTERED MAY 11, 1883, IN BURNT RECORDS CASE #254; ALSO COMPRISING A PART OF LOTS 44 THROUGH 56 (BOTH INCLUSIVE) IN CRANE'S SUBDIVISION OF PART OF THE EAST HALF OF SAID NORTHWEST QUARTER OF SECTION 28 (ANTE-FIRE SUBDIVISION); AND ALSO COMPRISING A PART OF LOTS 1 THROUGH 4, BOTH INCLUSIVE, IN BLOCK 4 IN SOUTH BRANCH ADDITION TO CHICAGO IN SAID NORTHWEST QUARTER OF SECTION 28 (ANTE-FIRE SUBDIVISION), SAID PARCEL OF LAND BOUNDED AND DESCRIBED AS FOLLOWS:

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COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID S. GROVE STREET WITH THE SOUTH LINE OF W. CERMAK ROAD (W. 22ND STREET) AS OCCUPIED; THENCE NORTH 88 DEGREES 40 MINUTES 30 SECONDS EAST ALONG THE EASTWARD EXTENSION OF SAID SOUTH LINE OF W. CERMAK ROAD (W. 22ND STREET), A DISTANCE OF 21.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUING ALONG SAID EASTWARD EXTENSION NORTH 88 DEGREES 40 MINUTES 30 SECONDS EAST, 37.50 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE EXISTING S. GROVE STREET; THENCE NORTH 24 DEGREES 18 MINUTES 22 SECONDS EAST, 18.37 FEET TO THE NORTHERLY LINE OF LOTS 44 THROUGH 46 (BOTH INCLUSIVE) OF CRANE'S SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 88 DEGREES 26 MINUTES 17 SECONDS EAST ALONG SAID NORTHERLY LINE, 56.76 FEET TO THE EAST LINE OF SAID LOT 44; THENCE SOUTH 00 DEGREES 31 MINUTES 55 SECONDS WEST ALONG SAID EAST LINE, 16.51 FEET; THENCE SOUTH 88 DEGREES 26 MINUTES 17 SECONDS WEST ALONG A LINE BEING 16.50 FEET SOUTHERLY OF AND PARALLEL WITH THE AFOREMENTIONED NORTH LINE OF LOTS 44 THROUGH 46 A DISTANCE OF 50.57 FEET; THENCE SOUTH 10 DEGREES 28 MINUTES 36 SECONDS WEST, 58.80 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY, TANGENT TO THE LAST DESCRIBED COURSE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, AN ARC LENGTH OF 61.79 FEET; THENCE SOUTH 24 DEGREES 38 MINUTES 16 SECONDS WEST, TANGENT TO THE LAST DESCRIBED COURSE, 192.92 FEET; THENCE SOUTHWESTERLY, TANGENT TO THE LAST DESCRIBED COURSE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, AN ARC LENGTH OF 57.73 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 05 SECONDS WEST, TANGENT TO THE LAST DESCRIBED COURSE, 105.86 FEET TO THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE OF S. GROVE STREET; THENCE NORTH 24 DEGREES 06 MINUTES 16 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY LINE, 41.94 FEET TO THE EASTWARD EXTENSION OF THE NORTHERLY LINE OF THE PROPERTY CONVEYED TO THE CUNEO PRESS CORPORATION BY WARRANTY DEED RECORDED JULY 31, 1947 AS DOCUMENT 14112901; THENCE NORTH 65 DEGREES 27 MINUTES 16 SECONDS WEST ALONG SAID EASTWARD EXTENSION, 41.13 FEET; THENCE NORTH 37 DEGREES 52 MINUTES 05 SECONDS EAST, 74.61 FEET; THENCE NORTHEASTERLY, TANGENT TO THE LAST DESCRIBED COURSE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 46.18 FEET; THENCE NORTH 24 DEGREES 38 MINUTES 16 SECONDS EAST, TANGENT TO THE LAST DESCRIBED COURSE, 192.92 FEET; THENCE NORTHEASTERLY, TANGENT TO THE LAST DESCRIBED COURSE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 49.43 FEET; THENCE NORTH 10 DEGREES 28 MINUTES 35 SECONDS EAST, TANGENT TO THE LAST DESCRIBED COURSE, 48.26 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.