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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 05/01/2023 09:19 AM PG: 1 OF 14

THIS DOCUMENT PREPARED  
BY AND WHEN RECORDED MAIL TO:

Dinsmore and Shohl, LLP  
255 East Fifth Street, Suite 1900  
Cincinnati, Ohio 45202  
Attention: Marci Morgan Cox, Esq.

Version 20230210

## ASSIGNMENT OF LEASES, RENTS AND PROFITS

This ASSIGNMENT OF LEASES, RENTS AND PROFITS (the "Assignment") is executed as of April 27, 2023, by **ADDISON & CLARK PROPERTY OWNER LLC**, a Delaware limited liability company, having its principal office at 1 North Franklin, Suite 700, Chicago, Illinois 60606 ("Borrower"), to and in favor of **NATIONWIDE LIFE INSURANCE COMPANY**, an Ohio corporation, together with its successors and assigns, having its principal office at One Nationwide Plaza, Fifth Floor, Columbus, Ohio 43215, Attention: Real Estate Investments, 1-5-701 (collectively, "Lender").

### RECITALS:

A. Borrower is the present owner in fee simple of certain real property located in the City of Chicago, County of Cook, and State of Illinois (the "State") and being more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "Real Property").

B. Lender has made a loan to Borrower in the principal sum of SIXTY-FIVE MILLION ONE HUNDRED THOUSAND and NO/100 U.S. DOLLARS (\$65,100,000.00) (the "Loan") as evidenced by that certain Promissory Note of even date herewith (as the same may be amended, extended, renewed, restated, replaced, supplemented or otherwise modified from time to time, the "Note"), which Note is secured by that certain Mortgage and Security Agreement of

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even date herewith (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Security Instrument" encumbering the Real Property and other property more specifically described in the Security Instrument (all of which property is referred to herein and in the Security Instrument as, the "Property").

C. Lender, as a condition to making the Loan and to obtain additional security therefor, has required the execution of this Assignment by Borrower. The Loan is governed by that certain Loan Agreement dated as of the date hereof by and between Borrower and Lender (as the same may be amended, extended, renewed, restated, replaced, supplemented, or otherwise modified from time to time, the "Loan Agreement") (capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement, as applicable).

IN CONSIDERATION of the principal sum of the Note and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Assignment. In order to further secure the payment of the Loan, Borrower irrevocably, absolutely and unconditionally assigns, transfers, and sets over to Lender, its successors and assigns, all of the right, title, interest, and estate that Borrower may now or later have in, to and under (a) the Leases; (b) the Rents; (c) the right to collect and receive all the Rents; and (d) the right to enforce and exercise, whether at law or in equity or by any other means, all terms and conditions of the Leases. This Assignment is intended by Borrower and Lender to constitute a present, absolute assignment and not a collateral assignment for additional security only. Upon full payment of the Indebtedness and satisfaction of the Obligations, Lender shall transfer, set over, and assign to Borrower all right, title, and interest of Lender in, to, and under the Leases and the Rents.

2. License. Until an Event of Default occurs, Borrower shall have a revocable license (the "License") from Lender to exercise all rights extended to the landlord under the Leases. Borrower shall hold the Rents (excluding any Termination Fees from Major Tenant Leases or any Termination Fees from any individual Retail Leases in excess of \$250,000), in which case the entire Termination Fee shall be deposited into a cash collateral account controlled by Lender for use and application in accordance with Section 4.12(e) of the Loan Agreement) or an amount sufficient to: (i) discharge all current sums due on the Indebtedness; and (ii) timely perform all Obligations, in trust for the payment of the Indebtedness and performance of the Obligations and prior to the occurrence of an Event of Default, Borrower may use, distribute and enjoy all Rents remaining thereafter.

3. Revocation. Upon the occurrence of an Event of Default, whether or not legal proceedings have commenced and without regard to waste, adequacy of security for the Indebtedness, the Obligations or the solvency of Borrower, the License shall automatically terminate without notice by Lender (any such notice being expressly waived by Borrower). Upon such termination, Borrower shall deliver to Lender within five (5) days after written notice from Lender (a) all Rents (including prepaid Rents) held or collected by Borrower from and after the date of the Event of Default, (b) all security or other deposits paid pursuant to the Leases, and (c) all previously paid charges for services, facilities or escalations to the extent allocable to any period

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after the Event of Default. Borrower agrees and stipulates that upon execution of this Assignment, Borrower's only interest in the Leases or Rents is as a licensee revocable upon an Event of Default.

4. Rent Collection. Upon and following the occurrence of an Event of Default, Borrower further agrees that it will cooperate with and facilitate in all reasonable ways Lender's collection of the Rents in accordance with the terms of the Loan Documents, and will, upon request by Lender, execute a written notice (the "Tenant Notice") to each tenant, occupant, licensee or governmental entity at the Property (collectively or individually, the "Tenant") directing said Tenant to pay all Rents, which are due and payable, directly to Lender; provided, however, Lender may notify any Tenant of the effectiveness of this Assignment without first giving notice to Borrower or requesting Borrower to execute Tenant Notice(s). Borrower acknowledges that following Tenant's receipt of such notice Borrower shall have no right or claim against Tenant for or by reason of any payments of rent or other charges made by Tenant to Lender pursuant to this Assignment.

5. Application of Rents. The Rents collected by Lender, after it commences exercising its rights under this Assignment, shall be applied in such order and manner of application as Lender may elect (notwithstanding the fact that the amount owing thereon may not then be due and payable or that the Indebtedness may otherwise be adequately secured). The Rents received by Lender hereunder and applied by Lender to the amounts due and owing by Borrower shall not serve to cure any default under any of the Loan Documents, nor shall any amounts received by Lender hereunder be in full satisfaction of the Loan unless such amounts are sufficient to pay such Loan in full (including any accrued but unpaid interest thereon, Prepayment Premiums, Late Charges and advances) in accordance with the terms of the Loan Documents. Notwithstanding the foregoing, all Termination Fees collected in accordance with Section 2 of this Assignment shall be applied in such order and manner set forth under the terms of the Loan Agreement.

6. Lender as Creditor of Tenant. Upon execution of this Assignment, Lender, and not Borrower, shall be the creditor of any Tenant in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings affecting any such Tenant; provided, however, that Borrower shall be the party obligated to make timely filings of claims in such proceedings or to otherwise pursue creditor's rights therein. Notwithstanding the foregoing, Lender shall have the right, but not the obligation, to file such claims instead of Borrower and if Lender does file a claim, Borrower agrees that Lender (a) is entitled to all distributions on such claim to the exclusion of Borrower, and (b) has the exclusive right to vote such claim and otherwise to participate in the administration of the estate in connection with such claim. Lender shall have the option to apply any monies received by it as such creditor to the Indebtedness in such order and manner of application as Lender may elect. If a petition is filed under the Bankruptcy Code by or against Borrower, and Borrower, as landlord under any Lease, decides to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender at least ten (10) days' prior written notice of the date when Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lender may, but shall not be obligated to, send Borrower within such ten-day period a written notice stating that (a) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code, and (b) Lender covenants to cure or provide adequate assurance of future

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performance under the Lease. If Lender sends such notice, Borrower shall not reject the Lease provided Lender complies with subsection (b) of the preceding sentence.

7. Limitation of Lender's Liability. Lender shall not be obligated to perform or discharge any obligation under the Leases hereby assigned or by reason of this Assignment, and Borrower hereby agrees to indemnify, defend and hold Lender harmless against any and all liability, loss or damage which Lender might incur under the Leases, or by reason of this Assignment, and of and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligation or undertaking on Lender's part to perform or discharge any of the terms of such Leases, including Lender's negligence or strict liability, except for claims and demands arising by reason of Lender's gross negligence or willful misconduct. Without limiting the rights of Lender under this Assignment, nothing in this paragraph or under any other provision of this Assignment, shall operate to confer upon Lender the status of "mortgagee in possession" except upon the express written election of Lender to have such status.

8. Acceptance of a Cure. Lender, at its sole option, may accept a cure of an Event of Default upon Borrower having complied with all the terms, covenants and conditions of the Loan Documents and such other requirements as Lender may require in connection with accepting such cure, and/or fully curing all of the defaults under said documents. If Lender accepts a cure of an Event of Default, and no other uncured Event of Default is then continuing, then (i) Lender may agree in its discretion, but without any obligation to do so, to treat any provision in this Assignment or in any other Loan Document as if no Event of Default had ever occurred, and (ii) thereafter Borrower shall remain in possession of the Property unless and until another Event of Default occurs under any of the Loan Documents, at which time Lender may, at its sole option, again exercise any and all remedies available hereunder or in the Loan Documents.

9. Satisfaction of Security Instrument; Satisfaction of Assignment. This Assignment shall remain in full force and effect as long as the Loan remains unpaid in whole or in part. It is understood and agreed that a complete release or satisfaction of the Security Instrument shall operate as a complete release or satisfaction of all of Lender's rights and interest hereunder, and that satisfaction of the Security Instrument shall operate to satisfy this Assignment.

10. Captions. The captions set forth at the beginning of the various paragraphs of this Assignment are for convenience only and shall not be used to interpret or construe the provisions of this Assignment.

11. Documents Incorporated. The terms and conditions of the Loan Documents are incorporated into this Assignment as if fully set forth in this Assignment.

12. Joint and Several Liability. Where more than one Borrower is named herein, the obligations and liabilities of said Borrower shall be joint and several.

13. Changes in Writing. No modification, amendment or waiver of, or consent to any departure by Borrower from, any provision of this Assignment will be effective unless made in a writing signed by the party to be charged, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

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14. Governing Law; Waiver of Jury Trial; Severability.

(a) THE PARTIES HERETO, TO THE FULL EXTENT PERMITTED BY LAW, EACH HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FORGOES HEREBY THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, INCLUDING, WITHOUT LIMITATION, ANY TORT ACTION, AGAINST LENDER, ITS SUCCESSORS AND ASSIGNS, BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO OR IN CONNECTION WITH ANY OF THE LOAN DOCUMENTS, THE LOAN OR ANY COURSE OF CONDUCT, ACT, OMISSION, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, LENDER'S DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH LENDER) IN CONNECTION WITH THE LOAN OR THE LOAN DOCUMENTS.

(b) THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT MAY BE BROUGHT IN A COURT OF RECORD IN THE STATE OR IN THE COURTS OF THE UNITED STATES OF AMERICA LOCATED IN SUCH STATE. EACH OF BORROWER AND LENDER CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF EACH SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING, AND WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY OF SUCH COURTS AND ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) If any clauses or provisions herein contained operate, or would prospectively operate, to invalidate this Assignment, then such clauses or provisions only shall be held for naught, as though not herein contained, and the remainder of this Assignment shall remain operative and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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*[Signature Page to Assignment of Leases, Rents and Profits]*

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

## BORROWER:

**ADDISON & CLARK PROPERTY OWNER LLC**, a Delaware limited liability company

By: Addison & Clark Investor LLC, a Delaware limited liability company, its sole member

By: MRB Real Estate Investors LLC, a Delaware limited liability company, its managing member

By: M&R Addison Park LLC, an Illinois limited liability company, a member

By:   
Thomas F. Moran, Manager

By: PRP Addison LLC, a Delaware limited liability company, a member

By: \_\_\_\_\_  
John Bucksbaum, Manager

*[Notary Acknowledgments continued on the following page]*



**UNOFFICIAL COPY***[Signature Page to Assignment of Leases, Rents and Profits]*

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

**BORROWER:**

**ADDISON & CLARK PROPERTY OWNER LLC**, a Delaware limited liability company

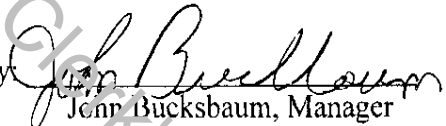
By: Addison & Clark Investor LLC, a Delaware limited liability company, its sole member

By: MRB Real Estate Investors LLC, a Delaware limited liability company, its managing member

By: M&R Addison Park LLC, an Illinois limited liability company, a member

By: \_\_\_\_\_  
Thomas F. Moran, Manager

By: BRP Addison LLC, a Delaware limited liability company, a member

By:   
John Bucksbaum, Manager

*[Notary Acknowledgments continued on the following page]*

**UNOFFICIAL COPY***[Signature Page to Assignment of Leases, Rents and Profits]*

STATE OF ILLINOIS :  
 : SS:  
 COUNTY OF WILL :

Sworn to and acknowledged before me, a Notary Public in and for said state, by Thomas F. Moran, the Manager of M&R Addison Park LLC, an Illinois limited liability company, a member of MRB Real Estate Investors LLC, a Delaware limited liability company, the managing member of Addison & Clark Investor LLC, a Delaware limited liability company, the sole member of Addison & Clark Property Owner LLC, a Delaware limited liability company, for and on behalf of said limited liability companies.

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed my notarial seal on this 11th day of April, 2023.

Lisa Stiner  
 Notary Public



STATE OF \_\_\_\_\_ :  
 : SS:  
 COUNTY OF \_\_\_\_\_ :

Sworn to and acknowledged before me, a Notary Public in and for said state, by John Bucksbaum, the Manager of BRP Addison LLC, a Delaware limited liability company, a member of MRB Real Estate Investors LLC, a Delaware limited liability company, the managing member of Addison & Clark Investor LLC, a Delaware limited liability company, the sole member of Addison & Clark Property Owner LLC, a Delaware limited liability company, for and on behalf of said limited liability companies.

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed my notarial seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
 Notary Public



**UNOFFICIAL COPY***[Signature Page to Assignment of Leases, Rents and Profits]*

STATE OF \_\_\_\_\_:

: ss:

COUNTY OF \_\_\_\_\_:

Sworn to and acknowledged before me, a Notary Public in and for said state, by Thomas F. Moran, the Manager of M&R Addison Park LLC, an Illinois limited liability company, a member of MRB Real Estate Investors LLC, a Delaware limited liability company, the managing member of Addison & Clark Investor LLC, a Delaware limited liability company, the sole member of Addison & Clark Property Owner LLC, a Delaware limited liability company, for and on behalf of said limited liability companies.

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed my notarial seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

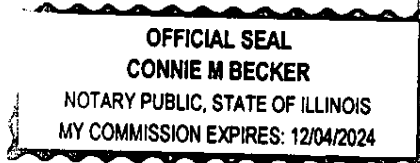
\_\_\_\_\_  
Notary PublicSTATE OF IL \_\_\_\_\_:

: ss:

COUNTY OF Cook \_\_\_\_\_:

Sworn to and acknowledged before me, a Notary Public in and for said state, by John Bucksbaum, the Manager of BRP Addison LLC, a Delaware limited liability company, a member of MRB Real Estate Investors LLC, a Delaware limited liability company, the managing member of Addison & Clark Investor LLC, a Delaware limited liability company, the sole member of Addison & Clark Property Owner LLC, a Delaware limited liability company, for and on behalf of said limited liability companies.

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed my notarial seal on this 12 day of April, 2023.

\_\_\_\_\_  
Notary Public

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## EXHIBIT A

### Legal Description

#### PARCEL 1:

LOTS 3, 4, 5, 6 AND 7 IN BLOCK 1 IN WEAGE AND HYDE'S SUBDIVISION ON BLOCK 1 OF ASSESSOR'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

THE WEST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING EAST OF THE EAST LINE OF LOTS 3, 4, 5, 6 AND 7;

EXCEPTING THEREFROM PARCELS A, B AND C DESCRIBED AS FOLLOWS:

PARCEL A: THE NORTH 20.00 FEET OF THE WEST 75.00 FEET OF LOT 3 (AS MEASURED ALONG THE NORTH AND WEST LINES THEREOF);

PARCEL B: THAT PART OF LOT 3 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 75.00 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 3 (AS MEASURED ALONG THE NORTH LINE THEREOF); THENCE SOUTH 30 DEGREES 08 MINUTES 18 SECONDS EAST ALONG A LINE PARALLEL TO THE WEST LINE OF LOT 3 AFORESAID, 20.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 08 SECONDS EAST PERPENDICULAR TO THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 17.29 FEET TO THE NORTH LINE THEREOF; THENCE NORTH 89 DEGREES 58 MINUTES 52 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 10.05 FEET TO THE POINT OF BEGINNING;

PARCEL C: THAT PART OF LOT 3 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 20.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 3 (AS MEASURED ALONG THE WEST LINE THEREOF); THENCE SOUTH 89 DEGREES 58 MINUTES 52 SECONDS EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 75.00 FEET, THENCE SOUTH 00 DEGREES 01 MINUTES 08 SECONDS WEST PERPENDICULAR TO THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 3.04 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 52 SECONDS WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 73.24 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE NORTH 30 DEGREES 08 MINUTES 18 SECONDS WEST ALONG SAID WEST LINE 3.51 FEET TO THE POINT OF BEGINNING.

#### PARCEL 2:

LOTS 26 AND 27 IN WEAGE AND HYDE'S DIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

LOTS 28, 29 AND THE EAST 23 FEET OF LOT 30 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN THE NORTH 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND THE NORTH HALF OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY LYING SOUTH OF THE SOUTH LINE OF LOTS 28, 29, AND THE EAST 23 FEET OF LOT 30, AND THAT PART LYING SOUTH OF THE SOUTH LINE OF LOT 27, WEST OF THE EAST LINE OF LOT 8 EXTENDED NORTH TO THE SOUTH LINE OF LOT 27; AND

THE WEST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING EAST OF THE EAST

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LINE OF LOT 26, NORTH OF A LINE 5.00 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF LOT 26 EXTENDED EAST TO THE WEST LINE OF LOT 20 AND SOUTH OF THE SOUTH LINE OF WEST ADDISON STREET;

EXCEPTING THEREFROM THE SOUTH 5.00 FEET OF LOTS 26 AND 27 LYING EAST OF THE EAST LINE OF LOT 8 EXTENDED NORTH, DEDICATED FOR PUBLIC ALLEY, IN COOK COUNTY, ILLINOIS.  
PARCEL 3:

LOT 31 AND THE WEST 3 FEET OF LOT 30 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING WEST OF THE WEST LINE OF LOT 31; AND THE NORTH HALF OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY LYING SOUTH OF THE SOUTH LINE OF LOT 31 AND THE WEST 3 FEET OF LOT 30; AND THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING NORTH OF THE CENTER LINE OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY EXTENDED WEST TO THE CENTER LINE OF SAID 15 FOOT WIDE VACATED ALLEY, AND LYING WEST OF THE WEST LINE OF LOT 31 EXTENDED SOUTH TO THE CENTER LINE OF SAID EAST/WEST 28.5-FOOT WIDE VACATED ALLEY, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 23, 24 AND 25 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND  
THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING WEST OF THE EAST LINE OF LOTS 23, 24 AND 25, IN COOK COUNTY, ILLINOIS

PARCEL 5:

LOTS 20, 21 AND 22 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND  
THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING WEST OF THE WEST LINE OF LOTS 20, 21 AND 22, NORTH OF A LINE 5.00 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF LOT 26 EXTENDED EAST TO THE WEST LINE OF LOT 20 AND SOUTH OF THE SOUTH LINE OF WEST ADDISON STREET;

EXCEPTING THEREFROM THE SOUTH 20 FEET OF LOT 20, DEDICATED FOR PUBLIC ALLEY, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOTS 8, 9, 10, 11 AND 12 (EXCEPT THAT PART LYING SOUTH OF A LINE 10 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOT 12) IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND  
THE SOUTH HALF OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY LYING NORTH OF THE NORTH LINE OF LOT 8, WEST OF THE EAST LINE OF LOT 8 EXTENDED NORTH TO THE SOUTH LINE OF LOT 27 AND EAST OF THE WEST LINE OF LOT 31 EXTENDED SOUTH TO THE NORTH LINE OF LOT 8; AND

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THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING SOUTH OF THE CENTER LINE OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY EXTENDED WEST TO THE CENTER LINE OF SAID 15-FOOT WIDE VACATED ALLEY, AND LYING NORTH OF THE NORTH LINE OF LOT 8, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

(A) LOT 13 AND THAT PART OF LOT 12 LYING SOUTH OF A LINE DRAWN 10 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 12 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND (B) LOTS 21, 22 AND 23 IN THE RESUBDIVISION OF LOT 2 IN ASSESSOR'S DIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND A STRIP OF LAND FALLING BETWEEN (A) AND (B) LYING BETWEEN THE EASTERLY AND WESTERLY LINES OF (B) EXTENDED NORTHERLY, ALL IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS:

PARCEL 1:

LOTS 3, 4, 5, 6 AND 7 IN BLOCK 1 IN WEAGE AND HYDE'S SUBDIVISION ON BLOCK 1 OF ASSESSOR'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

THE WEST HALF OF THE NORTH/SOUTH 15-FOOT WIDE ALLEY VACATED BY ORDINANCE RECORDED MARCH 21, 2016 AS DOCUMENT 1608118020 ("VACATED ALLEY") LYING EAST OF THE EAST LINE OF LOTS 3, 4, 5, 6 AND 7;

EXCEPTING THEREFROM PARCELS A, B AND C DESCRIBED AS FOLLOWS:

PARCEL A: THE NORTH 20.00 FEET OF THE WEST 75.00 FEET OF LOT 3 (AS MEASURED ALONG THE NORTH AND WEST LINES THEREOF);

PARCEL B: THAT PART OF LOT 3 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 75.00 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 3 (AS MEASURED ALONG THE NORTH LINE THEREOF); THENCE SOUTH 30 DEGREES 08 MINUTES 18 SECONDS EAST ALONG A LINE PARALLEL TO THE WEST LINE OF LOT 3 AFORESAID, 20.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 08 SECONDS EAST PERPENDICULAR TO THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 17.29 FEET TO THE NORTH LINE THEREOF; THENCE NORTH 89 DEGREES 58 MINUTES 52 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 10.05 FEET TO THE POINT OF BEGINNING;

PARCEL C: THAT PART OF LOT 3 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 20.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 3 (AS MEASURED ALONG THE WEST LINE THEREOF); THENCE SOUTH 89 DEGREES 58 MINUTES 52 SECONDS EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 75.00 FEET, THENCE SOUTH 00 DEGREES 01 MINUTES 08 SECONDS WEST PERPENDICULAR TO THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 3.04 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 52 SECONDS WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 73.24 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE NORTH 30 DEGREES 08 MINUTES 18 SECONDS WEST ALONG

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SAID WEST LINE 3.51 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

LOTS 26 AND 27 IN WEAGE AND HYDE'S DIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

LOTS 28, 29 AND THE EAST 23 FEET OF LOT 30 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN THE NORTH 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND THE NORTH HALF OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY LYING SOUTH OF THE SOUTH LINE OF LOTS 28, 29, AND THE EAST 23 FEET OF LOT 30, AND THAT PART LYING SOUTH OF THE SOUTH LINE OF LOT 27, WEST OF THE EAST LINE OF LOT 8 EXTENDED NORTH TO THE SOUTH LINE OF LOT 27; AND

THE WEST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING EAST OF THE EAST LINE OF LOT 26, NORTH OF A LINE 5.00 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF LOT 26 EXTENDED EAST TO THE WEST LINE OF LOT 20 AND SOUTH OF THE SOUTH LINE OF WEST ADDISON STREET;

EXCEPTING THEREFROM THE SOUTH 5.00 FEET OF LOTS 26 AND 27 LYING EAST OF THE EAST LINE OF LOT 8 EXTENDED NORTH, DEDICATED FOR PUBLIC ALLEY BY PLAT ATTACHED TO ORDINANCE RECORDED MARCH 21, 2016 / S DOCUMENT 1608118020, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 31 AND THE WEST 3 FEET OF LOT 30 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING WEST OF THE WEST LINE OF LOT 31; AND

THE NORTH HALF OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY LYING SOUTH OF THE SOUTH LINE OF LOT 31 AND THE WEST 3 FEET OF LOT 30; AND

THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING NORTH OF THE CENTER LINE OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY EXTENDED WEST TO THE CENTER LINE OF SAID 15-FOOT WIDE VACATED ALLEY, AND LYING WEST OF THE WEST LINE OF LOT 31 EXTENDED SOUTH TO THE CENTER LINE OF SAID EAST/WEST 28.5-FOOT WIDE VACATED ALLEY, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 23, 24 AND 25 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING WEST OF THE EAST LINE OF LOTS 23, 24 AND 25, IN COOK COUNTY, ILLINOIS.

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**PARCEL 5:**

LOTS 20, 21 AND 22 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING WEST OF THE WEST LINE OF LOTS 20, 21 AND 22, NORTH OF A LINE 5.00 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF LOT 26 EXTENDED EAST TO THE WEST LINE OF LOT 20 AND SOUTH OF THE SOUTH LINE OF WEST ADDISON STREET;

EXCEPTING THEREFROM THE SOUTH 20 FEET OF LOT 20, DEDICATED FOR PUBLIC ALLEY BY PLAT ATTACHED TO ORDINANCE RECORDED MARCH 21, 2016 AS DOCUMENT 1608118020, IN COOK COUNTY, ILLINOIS

**PARCEL 6:**

LOTS 8, 9, 10, 11 AND 12 (EXCEPT THAT PART LYING SOUTH OF A LINE 10 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOT 12) IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND THE SOUTH HALF OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY LYING NORTH OF THE NORTH LINE OF LOT 8, WEST OF THE EAST LINE OF LOT 8 EXTENDED NORTH TO THE SOUTH LINE OF LOT 27 AND EAST OF THE WEST LINE OF LOT 31 EXTENDED SOUTH TO THE NORTH LINE OF LOT 8; AND

THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING SOUTH OF THE CENTER LINE OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY EXTENDED WEST TO THE CENTER LINE OF SAID 15-FOOT WIDE VACATED ALLEY, AND LYING NORTH OF THE NORTH LINE OF LOT 8, IN COOK COUNTY, ILLINOIS.

**PARCEL 7:**

(A) LOT 13 AND THAT PART OF LOT 12 LYING SOUTH OF A LINE DRAWN 10 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 12 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND (B) LOTS 21, 22 AND 23 IN THE RESUBDIVISION OF LOT 2 IN ASSESSOR'S DIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND A STRIP OF LAND FALLING BETWEEN (A) AND (B) LYING BETWEEN THE EASTERLY AND WESTERLY LINES OF (B) EXTENDED NORTHERLY, ALL IN COOK COUNTY, ILLINOIS.