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CEDRIC GILES

COOK COUNTY CLERK'S OFFICE DATE: 6/10/2024 12:46 PM

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RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Dykema Gossett PLLC 10 South Wacker Drive, Suite 2300 Chicago, Illinois 60606 Attn: Michael S. Kurtzon, Esq.

AMENDMEN AND RESTATEMENT OF ASSIGNMENT OF LEASES AND RENTS

THIS AMENUMENT AND RESTATEMENT OF ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is dated as of June 6, 2024, but effective as of May 21, 2024, by and among EAST LAKE MANAGEMENT & DEVELOPMENT CORP., an Illinois corporation ("East Lake Borrower") and HAMPTON 5 LLC, an Illinois limited liability company ("Hampton Borrower", and, together with East Lake Borrower, each a "Borrower" and collectively, the "Borrowers"), to and for the benefit of FIFTH THIRD BANK, NATIONAL ASSOCIATION, its successors and assigns ("Lender").

THIS AMENDMENT AND RESTATEMENT OF ASSIGNMENT OF LEASES AND RENTS AMENDS, RESTATES AND CONSOLIDATES THE ASSIGNMENTS OF LEASES AND RENTS DESCRIBED IN THE RECITALS BELOW AND CONSTITUTES THE ASSIGNMENT OF LEASES AS DEFINED IN THE J OAN AGREEMENT (AS DEFINED BELOW).

RECITALS:

- A. Borrowers are the owners of certain real property located in Cook County, State of Illinois more particularly described in **Exhibit A** attached hereto ("<u>Froperty</u>").
- B. Lender, as successor to MB Financial Bank, N.A. ("MB"), as successor to Cole Taylor Bank ("Cole Taylor") has made a series of Loans to Borrowers' predecessors as owners and beneficiary of owners of the Property (as defined in the Loan Agreement) (the "Original Loans"). The Original Loans are evidenced by that certain Amended and Restated Promissory Note dated as of May 21, 2014, as amended by that certain Second Amended and Restated Promissory Note dated as of May 21, 2019 (the "Original Notes").
- C. The obligations under the Original Loans and the Original Notes, among other documents, were secured by the following Assignment of Rents and Leases (collectively, the "Original Assignment of Leases"):
 - (a) Assignment of Rents dated as of November 12, 2002 and recorded with the Cook County Recorder's Office (the "Recorder's Office") on November 15, 2002 as Document No. 0021259659 and re-recorded on February 28, 2003 with the Recorder's Office as Document No. 0030290379, made by East Lake Borrower in favor of Lender (the "2850 S. Wabash Assignment of Leases") and encumbering the premises commonly

known as 2850 S. Wabash Avenue, Chicago, Illinois and legally described on Exhibit A attached hereto (the "2850 S. Wabash Property").

- (b) Assignment of Rents dated as of November 12, 2002 and recorded with the Recorder's Office on November 15, 2002 as Document No. 0021259657 and rerecorded on February 28, 2003 with the Recorder's Office as Document No. 0030290377, made by East Lake Borrower in Favor of Lender (the "2900 S. Wabash/Michigan Assignment of Leases") and encumbering the premises commonly known as of 2907 & 2929 S. Wabash Avenue and 2930 S. Michigan Avenue, Chicago, Illinois and legally described on Exhibit A attached hereto (the "2900 S. Wabash/Michigan Property").
- (c) Assignment of Rents and Leases dated as May 21, 2014 and recorded with the Recorder's Office on May 28, 2014 as Document No. 1414818013, made by East Lake Borrower in favor of Lender (the "2850 S. Michigan Assignment of Leases") and encumbering the premises commonly known as 2850 S. Michigan Avenue, Chicago, Illinois and legally described on Exhibit A attached hereto (the "2850 S. Michigan Property").
- D. Chicago Title Land Trust Company, as Trustee under Trust Agreement dated August 9, 1995 and known as Trust 1/o 95-2073, Chicago Title Land Trust Company, as Trustee under Trust Agreement dated October 21, 1987 and known as Trust No. 103807-07 and East Lake Management & Development Corp., ar. Illinois corporation (collectively, the "Original Borrowers") have conveyed fee simple title to the Property to Hampton Borrower. In connection with the proposed extension of the Maturity Date of, and other changes to the terms set forth in the Loan Agreement dated May 21, 2014 by and between Original Borrowers and Cole Taylor (the "Original Loan Agreement"), Lender and Borrowers have agreed to amend, modify, consolidate and restate the Original Assignment of Leases pursuant to the terms of this Assignment which amends, restates and replaces the Original Assignment of Leases in their entirety.
- E. Concurrently herewith, the Original Note has been amended, restated, and renewed by that certain Third Amended and Restated Promissory Note deced as of even date herewith in the principal amount of \$8,170,000.00 from Borrowers to Lender (as amended, modified, replaced or restated from time to time, the "Note"), having a Maturity Date of May 21, 2029, evidencing a loan to Borrowers (the "Loan") in an aggregate amount not to exceed Eight Million One Hundred Seventy Thousand and NO/100 Dollars (\$8,170,000.00) pursuant to that certain Amendment and Restatement of Loan Agreement of even date herewith by and between Borrowers and Lender, the provisions of which are incorporated herein by reference to the same extent as if fully set forth herein (said Amendment and Restatement of Loan Agreement and any and all extensions and renewals thereof, amendments thereto and substitutions or replacements therefor is referred to herein as the "Loan Agreement"; any terms not defined herein shall have the meanings ascribed to such terms in the Loan Agreement). Borrowers are required as a condition to the making of the Loan to transfer and assign to Lender all of Borrowers' right, title and interest in, to and under the Leases and Rents (as defined below).

AGREEMENT:

NOW, **THEREFORE**, as an inducement for the making of the Loan, Borrowers hereby represent, warrant, covenant and agree as follows:

1. **Definitions**. As used herein, the following terms shall have the following meanings:

"Event of Default" means (i) any default hereunder, after the expiration of any notice and cure periods expressly provided for herein, and (ii) an Event of Default, as defined in the Loan Agreement.

"Leases" means all leases, subleases, rental contracts, occupancy agreements, licenses and other arrangements (in each case whether existing now or in the future) pursuant to which any person or entity occupies or has the right to occupy or use any portion of the Property, and includes (a) any supplement, modification, amendment, renewal or extension of any Lease and (b) any security or guaranty for any Lease.

"<u>Lessees</u>" means the lessees under the Leases or any subtenants or occupants of the Property.

"Rents" means all rents, issues income, revenues, royalties, profits and other amounts now or in the future payable under any of the Leases, including those past due and unpaid.

Capitalized terms used in this Assignment and not otherwise defined are used as defined in the Loan Agreement.

- 2. Assignment. As security for the payment and performance of the Obligations, Borrowers hereby absolutely and unconditionally transfer, set over and assign to Lender all present and future right, title and interest of Borrowers in, to and under the Leases and the Rents, together with all advance payments, security deposits and other carbonts paid or payable to or deposited with Borrowers under any of the Leases and all other rights and interests of Borrowers under or in respect of any of the Leases. This Assignment is intended to be and is an absolute present assignment from Borrowers to Lender, it being intended hereby to establish a complete and present transfer of all Leases and Rents with the right, but without the obligation, to collect all Rents.
- 3. <u>License</u>. Except as hereinafter set forth, Borrowers shall have a license to collect the Rents accruing under the Leases as they become due ("<u>License</u>"), but not in advance, and to enforce the Leases. The License may terminate as set forth in Section 8 hereof upon the occurrence of an Event of Default. Borrowers covenant and agree that in exercising its License it shall hold all Rents in trust and shall apply the same first to the payment of the reasonable expenses of owning, maintaining, repairing, operating and renting the Property, and then to payment of the Obligations.
- 4. Representations and Warranties. Borrowers hereby represent and warrant to Lender that: (a) Borrowers are the absolute owner of the entire lessor's interest in each of the Leases, with absolute right and title to assign the Leases and the Rents; (b) to Borrowers'

knowledge, the Leases are valid, enforceable and in full force and effect and have not been modified, amended or terminated; (c) there are no outstanding assignments or pledges of the Leases or of the Rents by Borrowers and, to Borrowers' knowledge, no other party has any right, title or interest in the Leases or the Rents; (d) there are no existing defaults under the provisions of the Leases on the part of the lessor and to Borrowers' knowledge, there are no existing defaults under the provisions of the Leases on the part of the Lessees thereunder; (e) to Borrowers' knowledge, no Lessee has any defense, set-off or counterclaim against Borrowers; (f) except as disclosed in writing to Lender, no Lessee has any purchase option or first refusal right or any right or option for additional space with respect to the Property; (g) Borrowers have not accepted prepayments of installments of rent or any other charges under any Lease for a period of more than one (1) month in advance; and (h) to Borrowers' knowledge, except as otherwise disclosed to Lender in writing, all work required to be performed by Borrowers, as landlord, as of the date hereof under any Lease has been completed in accordance with the provisions of the Lease.

5. Covenants of Borrowers.

(a) New Leases and Lease Terminations and Modifications. Borrowers shall not enter into, cancel, surrender or terminate (except as a result of a material default by the Lessees thereunder and failure of any such Lessee to cure the default within the applicable time periods, if any set forth in any Lease), amend or modify any Lease, or make any subsequent assignment or pledge of a Lease, or consent to the subordination of the interest of any Lessee in any Lease, or consent to any assignment by any Lessee or any subletting, without the prior written consent of Lender, provided, however, such prior written consent shall not be required if and only if (A) such Lease substantially conforms with a form of Lease previously approved by Lender and (B) the tenant under such Lease has leased (in the aggregate, under all Leases by such tenant for space within the Property) not more than 5,000 square feet of net rentable floor space in the Property, but further provided that Borrowers shall furnish to the Lender notice of the execution of any such Lease and a true, complete and correct copy thereof.

Any attempt to do any of the foregoing without the prior written consent of Lender (if such consent is required) shall be null and void.

(b) Performance under Leases. Borrowers shall 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 Borrowers shall not do or suffer to be done anything to impair the security thereof. Borrowers shall not (i) release the liability of any Lessee under any Lease or any guaranty thereof, (ii) consent to any Lessee's withholding of rent or making monetary advances and off-setting the same against future rentals, (iii) consent to any Lessee's claim of a total or partial eviction, (iv) consent to a termination or cancellation of any Lease, except as specifically provided above or in such Lease, or (v) enter into any oral leases or orally amend or modify any Lease with respect to all or any portion of the Property;

- (c) <u>Collection of Rents.</u> Borrowers 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) <u>Further Assignment</u>. Borrowers 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, except as specifically permitted by the Loan Documents;
- (e) <u>Lease Guaranty</u>. Borrowers shall not alter, modify or change the terms of any guaranty of any commercial 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;
- (f) <u>Waive Rental Payments</u>. Borrowers shall not waive or excuse the obligation to pay rent under any Lease;
- (g) <u>Pefending Actions</u>. Borrowers shall, at their 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 Lessee or guarantor thereunder, and shall pay all costs and expenses of the Lender, including court costs and easynable attorneys' fees, in any such action or proceeding in which the Lender may appear,
- (h) <u>Enforcement</u>. Borro wers shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the Lessees and guaran or 3 thereunder;
- (i) <u>Notice</u>. Borrowers shall immediately notify the Lender of any material breach by a Lessee or guarantor under any Lease;
- (j) <u>Subordination</u>. Borrowers shall not pennit any of the Leases to become subordinate to any lien or liens other than liens securing the Obligations secured hereby or liens for general real estate taxes not delinquent; and
- (k) <u>Bankruptcy of Lessee</u>. If any commercial Lessee is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides to the possible termination or rejection of the Leases assigned hereby, Borrowers covenant and agree that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Lender, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Borrowers and Lender. Borrowers hereby assign any such payment to Lender and further covenant and agree that upon the request of Lender, they will duly endorse to the order of the Lender any such check.
- 6. <u>Cancellation of Lease</u>. In the event that any Lease permits cancellation thereof on payment of consideration and the privilege of cancellation is exercised, the payments made or to be made by reason thereof are hereby assigned to Lender, and if an Event of Default has occurred, shall be applied, at the election of Lender, to the Obligations in whatever order Lender

shall choose in its discretion or shall be held in trust by Lender as further security, without interest, for the payment of the Obligations. Prior to such Event of Default, Borrowers may use and apply such termination payments to expenses of the Property; provided, however, that Borrowers shall notify Lender in writing of the receipt and amount of any such termination payments and the name of the tenant from whom such termination payment was received.

Default, and if a Lessee under a Lease files or has filed against it any petition in bankruptcy or for reorganization, or undertakes or is subject to similar action, Lender shall have, and is hereby assigned by Borrowers, all of the rights which would otherwise inure to the benefit of Borrowers in such proceedings, including, without limitation, the right to seek "adequate protection" of its interests, to compel rejection of any Lease, and to seek such claims and awards as may be sought or granted in connection with the rejection of such Lease. Unless otherwise consented to by Lender in writing, Lender's exercise of any of the rights provided herein shall preclude Borrowers from the pursuit and benefit thereof without any further action or proceeding of any nature. Lender, however, shall not be obligated to make timely filings of claims in any bankruptcy, reorganization or similar action, or to otherwise pursue creditor's rights therein.

8. Default of Borrowers

- Remedies. Upon the occurrence of an Event of Default, Borrowers' (a) License to collect Rents shall in mediately cease and terminate, unless Lender shall otherwise notify Borrowers in writing that such License is not being terminated by Lender. Lender shall thereupon be authorized at its option to enter and take possession of all or part of the Property, in person or by agent, employee or court appointed receiver. and to perform all acts necessary for the operation and maintenance of the Property in the same manner and to the same extent that Borrowers might reasonably so act to the fullest extent permitted by applicable law and Borrowers hereby warrant any right to assert that any such entry constitutes a trespass. In furtherance thereof, Lender shall be authorized, but under no obligation, to collect the Rents arising from the Leases, and to enforce performance of any other terms of the Leases including, but not limited to, Borrowers' rights to fix or modify rents, sue for possession of the leased premues, relet all or part of the leased premises, and collect all Rents under such new Leases. For owers shall also pay to Lender, promptly upon any Event of Default: (a) all rent prepayments and security or other deposits paid to Borrowers pursuant to any Lease assigned hereunder together with interest on all security deposits to the extent required to be paid under the Leases or by applicable law; and (b) all charges for services or facilities or for escalations which have theretofore been paid pursuant to any such Lease to the extent allocable to any period from and after such Event of Default. Lender will, after payment of all proper costs, charges and any damages, apply the net amount of such Rents to the Obligations. Lender shall have sole discretion as to the manner in which such Rents are to be applied, the reasonableness of the costs to which they are applied, and the items that will be credited thereby.
- (b) <u>Notice to Lessee</u>. Borrowers hereby irrevocably authorize each Lessee, upon demand and notice from Lender of the occurrence of an Event of Default, to pay all Rents under the Leases to Lender. Borrowers agree that each Lessee shall have the right

to rely upon any notice from Lender directing such Lessee to pay all Rents to Lender, without any obligation to inquire as to the actual existence of an Event of Default, notwithstanding any notice from or claim of Borrowers to the contrary. Borrowers shall have no claim against any Lessee for any Rents paid by Lessee to Lender.

- (c) <u>Assignment of Defaulting Borrowers' Interest in Lease</u>. Lender shall have the right to assign Borrowers' right, title and interest in and to the Leases to any person acquiring title to the Property through foreclosure or otherwise. Such Lender shall not be liable to account to Borrowers for the Rents thereafter accruing.
- (d) No Waiver. Lender's failure to avail itself of any of its rights under this Assignment for any period of time, or at any time or times, shall not constitute a waiver thereof. Lender's rights and remedies hereunder are cumulative, and not in lieu of, but in addition to, any other rights and remedies Lender has under the Loan Agreement, the Note, the Scourity Instrument and any of the other Loan Documents or otherwise available at law or in equity. Lender's rights and remedies hereunder may be exercised as often as Lender deems expedient.
- (e) <u>Costs and Expenses</u>. The cost and expenses (including any receiver's fees and fees) incurred by Lender pursuant to the powers contained in this Assignment shall be immediately reimbursed by Borrowers to Lender on demand, shall be secured hereby and, if not paid by Borrower, small pear interest from the date demanded at the Default Rate (as defined in the Loan Agreement). Lender shall not be liable to account to Borrowers for any action taken pursuant hereto, other than to account for any Rents actually received by Lender.
- Indemnification of Lender. Borrowers hereby agree to indemnify, defend, 9. protect and hold Lender harmless from and against any and all liability, loss, cost, expense or damage (including reasonable attorney fees) that Lender may or might incur under the Leases or by reason of this Assignment. Such indemnification shall also gover any and all claims and demands that may be asserted against Lender under the Leases or this Assignment. Nothing in this section shall be construed to bind Lender to the performance of any Dease provisions, or to otherwise impose any liability upon Lender, including, without limitation any liability under covenants of quiet enjoyment in the Leases in the event that any Lessee shall bay been joined as party defendant in any action to foreclose the Security Instrument and shall have been barred thereby of all right, title, interest, and equity of redemption in the Property. This Assignment imposes no liability upon Lender for the operation and maintenance of the Property or for carrying out the terms of any Lease before Lender has entered and taken possession of the Property. Any loss or liability incurred by Lender by reason of actual entry and taking possession under any Lease or this Assignment or in the defense of any claims shall, at Lender's request, be immediately reimbursed by Borrower. Such reimbursement shall include interest at the Default Rate provided in the Note, costs, expenses and reasonable attorney fees. Lender may, upon entry and taking of possession, collect the Rents and apply them to reimbursement for any such loss or liability. The provisions of this Section 9 shall survive repayment of the Obligations and any termination or satisfaction of this Assignment.

- 10. Additions to, Changes in and Replacement of Obligations. Lender may take security in addition to the security already given Lender for the payment of the Obligations or release such other security, and may release any party primarily or secondarily liable on the Obligations, may grant or make extensions, renewals, modifications or indulgences with respect to the Obligations or the Security Instrument and replacements thereof, which replacements of the Obligations or the Security Instrument may be on the same terms as, or on terms different from, the present terms of the Obligations or the Security Instrument, and may apply any other security held by it to the satisfaction of the Obligations, without prejudice to any of its rights hereunder.
- 11. Power of Attorney. In furtherance of the purposes of this Assignment, Borrowers pereby appoint Lender as Borrowers' attorney-in-fact, with full authority in the place of Borrower, at the option of Lender at any time after the occurrence of an Event of Default, and in the name of Porrowers or Lender, to (a) collect, demand and receive the Rents and other amounts payable under any Lease, (b) bring suit and take other action to enforce the Leases, (c) enforce, supplement, modify, amend, renew, extend, terminate and otherwise administer the Leases and deal with Leases in relation to the Leases, (d) give notices, receipts, releases and satisfactions with respect to the Leases and the Rents and other amounts payable under any Lease, and (e) take such other action as Lender may reasonably deem necessary or advisable in connection with the exercise of any right or remedy or any other action taken by Lender under this Assignment.
- 12. No Mortgagee in Possession; No Other Liability. The acceptance by Lender of this Assignment, with all of the rights, power, privileges and authority so created, shall not, prior to entry upon and taking of possession of the Property by Lender, be deemed or construed to: (a) constitute Lender as a mortgagee in possession nor place any responsibility upon Lender for the care, control, management or repair of the Property, nor shall it operate to make Lender responsible or liable for any waste committed on the Property, nor thereafter at any time or in any event obligate Lender to appear in or defend any action or proceeding relating to the Leases or to the Property; (b) require Lender to take any action hereunder, and expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases; or (c) require Lender to assume any obligation or responsibility for any security deposits or other deposits delivered to Borrowers by Lessees and not assigned and delivered to Lender. Lender shall not be liable in any way for any injury or damage to person or property susceined by any person in or about the Property.
- 13. <u>Termination of Assignment</u>. Lender shall terminate and release this Assignment as to all or a portion of the Property to the same extent as the Security Instrument is released in whole or in part.

14. Miscellaneous.

(a) <u>Severability</u>. If any term of this Assignment or the application hereof to any person or set of circumstances, shall to any extent be invalid or unenforceable, the remainder of this Assignment, or the application of such provision or part thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall

not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent consistent with applicable law.

- (b) <u>Captions</u>. The captions or headings at the beginning of each section hereof are for the convenience of the parties only and are not part of this Assignment.
- (c) <u>Counterparts</u>. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall be construed together and shall constitute one instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.
- (d) <u>Notices</u>. All notices or other written communications hereunder shall be given in the manner set forth in the Loan Agreement.
- (e) <u>Modification</u>. No amendment, modification or cancellation of this Assignment or any part hereof shall be enforceable without Lender's prior written consent.
- (f) Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to conflict of laws principles.
- (g) Successors and Assign: Gender; Joint and Several Liability. The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and all subsequent owners of the Property, and all subsequent holders of the Note and the Security Instrument, subject in all events to the provisions of the Security Instrument regarding transfers of the Property by Borrowers. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case. If there is more than one (1) party constituting Borrowers, all obligations of each Borrower hereinder shall be joint and several.
- (h) <u>Expenses</u>. Borrowers shall pay on demand all costs and expenses incurred by Lender in connection with the review of Leases, including reasonable rees and expenses of Lender's outside counsel.
- 15. WAIVER OF JURY TRIAL. BORROWERS AND LENDER, BY ITS ACCEPTANCE HEREOF, HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG BORROWERS AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT, OR ANY RELATIONSHIP BETWEEN BORROWERS AND LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE LOAN DESCRIBED HEREIN AND IN THE OTHER LOAN DOCUMENTS.

JURISDICTION AND VENUE. BORROWERS HEREBY AGREE THAT 16. ALL ACTIONS OR PROCEEDINGS INITIATED BY BORROWERS AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS ASSIGNMENT SHALL BE LITIGATED IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS OR, IF LENDER INITIATES SUCH ACTION, ANY COURT IN WHICH LENDER SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. BORROWERS HEREBY EXPRESSLY SUBMIT AND CONSENT IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY LENDER IN ANY OF SUCH COURTS, AND HEREBY WAIVE PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREE THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO BORROWERS AT THE ADDRESS TO WHICH NOTICES ARE TO BE SENT PURSUANT TO THE SECURITY INSTRUMENT. BORROWERS WAVE ANY CLAIM THAT ANY SUCH JURISDICTION IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. SHOULD BORROWERS, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER TO ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE NUMBER OF DAYS PRESCRIBED BY LAW AFTER THE MAILING THEREOF, BORROWERS SHALL BE LEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED BY LENDER AGAINST BORROWERS AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM FOR PORROWERS SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT BY LENDER OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING BY LENDER OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND BORROWERS HEREBY WAVE THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

> [REMAINDER OF PAGE INTENTIONALLY CEPT BLANK; SIGNATURE PAGE FOLLOWS]

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UNOFFICIAL C

IN WITNESS WHEREOF, Borrowers have caused this Assignment to be duly executed as of the day and year first above written.

BORROWERS:

EAST LAKE MANAGEMENT & DEVELOPMENT CORP., an Illinois corporation

Name: \ President and Sole Director Title:

HAMPTON 5 LLC, an Illinois limited liability company

Droporty Ox Cook East Lake Management & Development Corp.,

an Illinois corporation

Its: Sole Member

Tith College C President and Sole Director

STATE OF _	ILLINOIS)	
COUNTY OF	COOK		SS

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Elzie L. Higginbottom, the President and Sole Director of EAST LAKE MANAGEMENT & DEVELOPMENT CORP., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument 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 corporation for the uses and purposes therein set forth. . .

nder m, Oberts Office GIVE Under my hand and notarial seal this 315th day of May , 2024.

MX Carhahan - Kuchanz Notary Public

OFFICIAL SEAL M L CARNAHAN KUCHARZ Notary Public, State of Illinois Commission No. 974401 My Commission Expires July 5, 2027

STATE OF	144NO15)	
COUNTY OF	COOK)	SS

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Elzie L. Higginbottom, the President and Sole Director of East Lake Management & Development Corp., an Illinois corporation, the Sole Member of HAMPTON 5 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 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 limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 315 day of Macy

OFFICIAL SEAL M L CARNAHAN KUCHARZ Notary Public, State of Illinois Commission No. 974401 My Commission Expires July 5, 2027

MX Carnahan - Kuchanz Notary Public My Clert's Office

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EAST LAKE MANAGEMENT & DEVELOPMENT CORP. PARCELS

PARCEL 12:

LOTS 28 TO 36, BOTH INCLUSIVE, (EXCEPT THAT PART OF SAID LOT 28 LYING NORTH OF A LINE 219.0 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF E. 28TH STREET) IN JOHN G. BARRETT'S SUBDIVISION OF BLOCK 88 IN CANAL TRUSTEES SUBDIVISION OF THE WEST HAL! OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE EAST HALF OF THE VACATED 16 FOOT ALLEY LYING WEST OF AND ADJOINING LOTS 28, 29, 30 AND THE NORTH 18 FEET OF LOT 31 (EXCEPT THAT PART THEREOF LYING NORTH OF A LINE 219.0 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF E. 28TH STREET), ALSO THE FAST 7.50 FEET OF THE VACATED 16 FOOT ALLEY LYING WEST OF AND ADJOINING LOTS 31 TO 35 (EXCEPT THE NORTH 18 FEET OF SAID LOT 31) IN JOHN G. BARRETT'S SUBDIVISION, AFCRESAID.

PARCEL 13:

A STRIP OF LAND 30.0 FEET IN WIDTH OF THE FOLLOWING DESCRIBED LOTS TAKEN AS A TRACT:

LOTS 27 AND 28 (EXCEPT THAT PART OF LOT 27 LYING NORTH OF A LINE 189.0 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF 2 28TH STREET AND EXCEPT THAT PART OF LOT 28 LYING SOUTH OF A LINE 219.0 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH LINE OF E. 28TH STREET), IN JOHN G. BARRETT'S SUBDIVISION OF BLOCK 88 IN CANAL TRUSTEES SUBDIVISION OF THE WEST HALF OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 14:

A STRIP OF LAND 30.0 FEET IN WIDTH OF THE FOLLOWING DESCRIBED LO'S TAKEN AS A TRACT:

LOTS 45 AND 46 (EXCEPT THAT PART OF LOT 45 LYING SOUTH OF A LINE 219.0 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF E. 28TH STREET, EXCEPT THAT PART OF LOT 46 LYING NORTH OF A LINE 189.0 FEET SOUTH OF SAID SOUTH LINE OF E. 28TH STREET, EXCEPT THE WEST 64.0 FEET OF SAID LOTS 45 AND 46, EXCEPT THE EAST 36.0 FEET OF LOT 45 AND EXCEPT THE EAST 35.0 FEET OF LOT 46) IN JOHN G. BARRETT'S SUBDIVISION OF BLOCK 88 IN CANAL TRUSTEES SUBDIVISION OF THE WEST HALF OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Exhibit A, Legal Description - continued ...

PINS:

17-27-302-019-0000 17-27-302-020-0000 17-27-302-021-0000 17-27-302-031-0000 17-27-302-028-0000

ADDRESS:

S. WAD. 2850 S. WABASH AVENUE, CHICAGO, ILLINOIS

HAMPTON 5 LLC PARCELS

***PARCEL 1:

LOTS 33, 34, 35, 36, 37, AND 38 IN ASSESSOR'S DIVISION OF BLOCK 93 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 19 THROUGH 25, INCLUSIVE, AND THE NORTH 22 FEET OF LOT 26, EXCEPTING FROM SAID LOTS THE EAST 14 FEET THEREOF, IN ASSESSOR'S DIVISION OF THE EAST HALF OF BLOCK 93 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A PARCEL OF LAND COMPRISING LOT 1 AND 4 (EXCEPTING FROM SAID LOT 1 THE NORTH 7 FEET THEREOF AND EXCEPTING FROM SAID LOT 4 THE NORTH 7 FEET AND THE EAST 10 FEET THEREOF AND EXCEPTING THE NORTH 7 FEET OF THE NORTH AND SOUTH 12 FOOT WIDE ALLEY LYING BETWEEN SAID LOTS 1 AND 4) IN THE SUBDIVISION OF LOTS 1 TO 8 AND THE WEST 14 FEET OF LOT 9 OF THE ASSESSOR'S SUBDIVISION OF THE EAST HALF OF BLOCK 93 IN THE CANAL TRUSTEES SUBDIVISION, THE WEST HALF OF THE NORTH AND SOUTH 12 FOOT WIDE ALLEY LYING EAST OF AND ADJOINING SAID LOT 1, THE EAST HALF OF THE NORTH AND SOUTH 12 FOOT WIDE ALI EY LYING WEST OF AND ADJOINING THE WEST LINE OF SAID LOT 4 AND WEST OF AND ALJOINING THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID LOT 4 TO THE CENTER LINE OF THE EAST AND WEST 12 FOOT WIDE ALLEY LYING SOUTH OF AND ADJOINING SAID LOT 4. THE NORTH HALF OF THE EAST AND WEST 12 FOOT WIDE ALLE CYING SOUTH OF AND ADJOINING SAID LOT 4 (EXCEPTING THE EAST 10 FEET THEREOF), ALL IN THE WEST HALF OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1 IN THE EAST LINE OF S. WARASH AVENUE: THENCE NORTH 89 DEGREES 51 MINUTES 33 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 1 AND THE EASTERLY PROLONGATION THEREOF A DISTANCE OF 14...31 FEET TO THE CENTER LINE OF THE NORTH AND SOUTH 12 FOOT WIDE ALLEY; THENCE SOUTH 00 DEGREES 10 MINUTES 00 SECONDS EAST ALONG THE CENTER LINE OF SAID ALLEY A DISTANCE OF 72.91 FEET TO THE CENTER LINE OF THE 12 FOOT WIDE EAST A'ND WEST ALLEY; THENCE NORTH 89 DEGREES 51 MINUTES 40 SECONDS EAST ALONG THE CENTER LINE OF THE AFORESAID ALLEY A DISTANCE OF 46.09 FEET TO THE SOUTHERLY PROLONGATION OF THE WEST LINE OF THE EAST 10 FEET OF SAID LOT 4: THENCE WORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST ALONG THE PROLONGATION AND THE WEST

Exhibit A, Legal Description - continued...

LINE OF THE EAST 10 FEET OF SAID LOT 4 A DISTANCE OF 99.37 FEET TO A POINT 7 FEET SOUTH OF THE NORTH LINE OF SAID LOTS 1 AND 4; THENCE SOUTH 89 DEGREES 51 MINUTES 30 SECONDS WEST ALONG A LINE 7 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOTS 1 AND 4 A DISTANCE OF 192.40 FEET TO THE WEST LINE OF SAID LOT 1; THENCE SOUTH 00 DEGREES 10 MINUTES 02 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 26.46 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF BLOCK 93 IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT A POINT ON THE EAST LINE OF WABASH AVENUE, 33-1/3 FEET SOUTH OF THE SOUTH LINE OF 29TH STREET (FORMERLY HARDIN PLACE); THENCE RUNNING EAST PARALLEL WITH THE SOUTH LINE OF 29TH STREET, 146 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF WABASH AVENUE, 33-1/3 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF 29TH STREET, 146 FEET TO THE EAST LINE OF WABASH AVENUE; THENCE NORTH ALONG THE EAST LINE OF WABASH AVENUE 33-1/3 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF BLOCK 93 IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF OF SECTION 27 IN TOWNSHIP 39 NORTH, PANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF WABASH AVENUE 66 2/3 FEET SOUTH OF THE SOUTH LINE OF 29TH STREET (FORMERLY HARDIN STREET); THENCE RUNNING EAST PARALLEL WITH THE SOUTH LINE OF 29TH STREET, 140 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF WABASH AVENUE 33 1/3 FEET TO THE NORTH LINE OF AN ALLEY; THENCE WEST ALONG THE NORTH LINE OF SAID ALLEY 140 FEET TO THE EAST LINE OF WABASH AVENUE; THENCE NORTH ALONG THE EAST LINE OF WABASH AVENUE 33 1/3 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

ALL THAT PART OF THE EAST AND WEST 12-FOOT PUBLIC ALLEY NORTH OF AND ADJOINING THE NORTH LINE OF LOT 43 IN THE EAST ONE-HALF OF ASSESSOR'S DIVISION OF BLOCK 93 IN CANAL TRUSTEES' SUBDIVISION IN THE WEST ONE-HALF OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, PINC SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 3 LYING WEST OF THE EAST LINE OF SAID LOT 3 PRODUCED SOUTH 12 FEET IN SUBDIVISION OF LOTS 1 TO 8 IN THE EAST CMF HALF OF THE ASSESSOR'S DIVISION OF BLOCK 93 AFOREMENTIONED, SAID PART OF SAID ALLEY BEING FURTHER DESCRIBED AS THE WEST 140 FEET, MORE OR LESS, OF THE EAST AND WEST PUBLIC ALLEY IN THE BLOCK BOUNDED BY EAST 29TH STREET, EAST 30TH STREET, SOUTH MICHIGAN AVENUE AND SOUTH WABASH AVENUE, IN THE CITY OF CHICAGO.

Exhibit A, Legal Description – continued...

PARCEL 7:

LOTS 42 AND 43 IN THE ASSESSOR'S DIVISION OF THE EAST HALF OF BLOCK 93 IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

LOTS 39, 40 AND 41 IN THE ASSESSOR'S DIVISION OF THE EAST HALF OF BLOCK 93 IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

LOTS 2 AND 3 IN THE RESUBDIVISION OF THE EAST 20 FEET OF LOT 9 AND ALL OF LOTS 10 TO 17, INCLUSIVE, AND FORMER ALLEY NOW VACATED SOUTH OF AND ADJOINING THE ABOVE IN THE EAST HALF OF ASSESSOR'S DIVISION OF BLOCK 93 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

A PARCEL OF LAND COMPRISING LOT 1, EXCEPT THE NORTH 7.00 FEET THEREOF IN THE RESUBDIVISION OF THE EAST 20 FEET OF LOT 9 ALSO LOTS 10 TO 17, BOTH INCLUSIVE AND FORMER ALLEY NOW VACATED SOUTH OF AND ADJOINING THE ABOVE IN THE EAST HALF OF ASSESSOR'S DIVISION OF BLOCK 93 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF OF SECTION 27, TOWNSHIP 39 NOTTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF S. MICHIGAN AVENUE (AS WIDENED TO 80 FEET) WHICH IS 40.04 FEET SOUTH OF THE SOUTH LINE OF EAST 29TH STREET (66 FEET WIDE) AS MEASURED ALONG SAID WEST LINE OF S. MICHIGAN AVENUE (AS WIDENED TO 80 FEET) SAID POINT OF BEGINNING BEIN 3 ALSO THE SOUTHEAST CORNER OF SAID LOT 1: THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 33.04 FEET TO A POINT IN A LINE 7.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT I (SAID NORTH LINE OF LOT 1 BEING ALSO THE SOUTH LINE OF SAID EAST 29TH STREET); THENCE SOUTH 89 DEGREES 51 MINUTES 30 SECONDS WEST ALONG SAID PARALLEL LINE A DISTANCE OF 178.40 FEET TO THE WEST LINE OF SAID LOT 1; THENCE SOUTH 00 DEGREES IP MINUTES 01 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 33.34 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 51 MINUTES 33 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 178.40 FEF TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 11:

LOT 18 IN ASSESSOR'S DIVISION OF THE EAST HALF OF BLOCK 93 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Exhibit A, Legal Description - continued...

PARCEL 12:

LOTS 28 TO 36, BOTH INCLUSIVE, (EXCEPT THAT PART OF SAID LOT 28 LYING NORTH OF A LINE 219.0 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF E. 28TH STREET) IN JOHN G. BARRETT'S SUBDIVISION OF BLOCK 88 IN CANAL TRUSTEES SUBDIVISION OF THE WEST HALF OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE EAST HALF OF THE VACATED 16 FOOT ALLEY LYING WEST OF AND ADJOINING LOTS 28, 29, 30 AND THE NORTH 18 FEET OF LOT 31 (EXCEPT THAT PART THEREOF LYING NORTH OF A LINE 219.0 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF E. 28TH STREET). ALSO THE EAST 7.50 FEET OF THE VACATED 16 FOOT ALLEY LYING WEST OF AND ADJOINING LOTS 31 TO 36 (EXCEPT THE NORTH 18 FEET OF SAID LOT 31) IN JOHN G. BARRETT'S SUED! VISION, AFORESAID.

PARCEL 13:

A STRIP OF LAND 30.0 FEET IN: WIDTH OF THE FOLLOWING DESCRIBED LOTS TAKEN AS A TRACT:

LOTS 27 AND 28 (EXCEPT THAT PART OF LOT 27 LYING NORTH OF A LINE 189.0 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF E. 28TH STREET AND EXCEPT THAT PART OF LOT 28 LYING SOUTH OF A LINE 219.0 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH LINE OF E. 28TH STREET), IN JOHN C. BARRETT'S SUBDIVISION OF BLOCK 88 IN CANAL TRUSTEES SUBDIVISION OF THE WEST HALF OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERID AN IN COOK COUNTY, ILLINOIS.

PARCEL 14:

A STRIP OF LAND 30.0 FEET IN WIDTH OF THE FOLLOWING DESCRIBED LOTS TAKEN AS A TRACT:

LOTS 45 AND 46 (EXCEPT THAT PART OF LOT 45 LYING SOUTH OF A LINE 219.0 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF E. 28TH STREET, EXCEPT THAT PART OF LOT 46 LYING NORTH OF A LINE 189.0 FEET SOUTH OF SAID SOUTH LINE OF E. 28TH STREET, EXCEPT THE WEST 64.0 FEET OF SAID LOTS 45 AND 46, EXCEPT THE EAST 36.0 FEET OF LOT 45 AND EXCEPT THE EAST 35.0 FEET OF LOT 46) IN JOHN G. BARKETT'S SUBDIVISION OF BLOCK 88 IN CANAL TRUSTEES SUBDIVISION OF THE WEST HALF OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Exhibit A, Legal Description - continued...

PARCEL 15:

THE SOUTH 14 FEET OF LOT 7 AND ALL OF LOTS 8, 9, 10, 11 AND 12 AND THE EAST HALF OF THE VACATED 16 FOOT ALLEY LYING WEST OF AND ADJOINING SAID LOTS, IN PLAT OF SUBDIVISION OF BLOCK 88 IN THE CANAL TRUSTEES SUBDIVISION OF THE WEST HALF OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 16:

THAT PART OF LOTS 13, 14, 15, 16, 17 AND 18 AND THE WEST HALF OF THE VACATED 16 FOOT ALLEY LYING EAST OF AND ADJOINING SAID LOTS IN JOHN J. BARRETT'S SUBDIVISION OF BLOCK 88 IN CANAL TRUSTEES SUBDIVISION OF THE WEST HALF OF SECTION 27. TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 13 IN JOHN J. BARRETT'S SUBDIVISION WHICH POINT IS 1.00 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 13; THENCE NORTH 0 DEGREES 02 MINUTES 32 SECONDS EAST 145.753 FEET ALONG A LINE 1.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF VACATED SOUTH WABASH AVENUE, TO A POINT ON THE SOUTH LINE OF THE NORTH 12.0 FEET OF LOVI IN SAID JOHN J. BARRETT'S SUBDIVISION EXTENDED WEST: THENCE SOUTH 89 DEGREES 57 MINUTES 40 SECONDS EAST 201.503 FEET ALONG SAID SOUTH LINE OF THE NORTH 12.0 FEET OF LOT 7 EXTENDED WEST TO A POINT ON THE EAST LINE OF SAID WEST HALF OF THE VACATED 16 FOOT ALLEY; THENCE SOUTH 0 DEGREES 01 MINUTES 11 SECONDS WES: 145.75 FEET ALONG SAID EAST LINE OF THE WEST HALF OF THE VACATED 16 FOOT ALLEY TO A POINT ON THE SOUTH LINE OF SAID LOT 13 EXTENDED EAST; THENCE NORTH 85 DEGREES 57 MINUTES 41 SECONDS WEST 201.56 FEET ALONG SAID SOUTH LINE OF LOT 13 EXTENDED AND ALONG SAID SOUTH LINE OF LOT 13 TO THE HEREIN DESIGNATED POINT O PEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 17:

THAT PART OF LOTS 13, 14, 15, 16, 17 AND 18 IN JOHN J. BARRETT'S SUBDIVISION OF BLOCK 88 IN CANAL TRUSTEES SUBDIVISION OF THE WEST HALF OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 13 IN SAID JOHN J. BARRETT'S SUBDIVISION, WHICH POINT IS ONE FOOT EAST OF THE SOUTHWEST CORNER OF SAID LOT 13; THENCE NORTH 145.753 FEET ALONG A LINE ONE FOOT EAST OF AND PARALLEL TO THE EAST LINE OF WABASH AVENUE TO A POINT ON THE SOUTH LINE OF THE NORTH 12 FEET OF LOT 7 IN SAID JOHN J. BARRETT'S SUBDIVISION EXTENDED WEST; THENCE WEST FROM SAID POINT ONE FOOT TO THE EAST LINE OF WABASH AVENUE; THENCE SOUTH ALONG SAID FAST LINE OF WABASH AVENUE 145.753 FEET TO THE SOUTH LINE OF SAID LOT 13; THENCE EAST ALONG THE SOUTH LINE OF LOT 13, TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.***

Exhibit A, Legal Description - continued...

PINS:

Addresses:

2907 S. Wabash Avenue, Chicago, IL 60616 2929 S. Wabash Avenue, Chicago, IL 60616 2930 S. Michigan Avenue, Chicago, IL 60616 2850 S. Wabash Avenue, Chicago, IL 60616 2850 S. Michigan Avenue, Chicago, IL 60616

PINs:

17-27-309-007-0000, Affects: Lots 37 and 38 of Parcel 1.

17-27-309-008-3000 Affects: Lots 33, 34, 35 and 36 of Parcel 1. 17-27-309-028-0000, Affects: Part of Lots 20 and 21 of Parcel 2.

17-27-309-039-0000, Affects: Part of Lot 21 and Lots 22 through 25 and Part of Lot 26 of Parcel 2.

17-27-309-044-0000, Affects: Lot 19 and Part of Lot 20 of Parcel 2.

17-27-309-001-0000, Affects: Lot 1 and West half of vacated alley East and adjoining (Part Parcel 3) 17-27-309-004-0000, Affects: Later and East half of vacated alley West and adjoining and vacated

alley South and adjoining (Part Parcs 3 and other property)

17-27-309-002-0000, Affects: Parcel 4

17-27-309-003-0000, Affects: Parcel 5 and Parcel 6

17-27-309-005-0000, Affects: Parcel 7 17-27-309-006-0000, Affects: Parcel 8 17-27-309-025-0000, Affects: Lot 2 of Parcel 9

17-27-309-026-0000, Affects: Lot 3 of Parcel 9 17-27-309-024-0000, Affects: Parcel 10

17-27-309-043-0000, Affects: Parcel 11

17-27-302-019-0000, Affects: Lot 28 of Parcels 12 and 13

17-27-302-020-0000, Affects: Lot 29 of Parcel 12 17-27-302-021-0000, Affects: Lots 30 to 36 of Parcel 12 17-27-302-031-0000, Affects: Lot 27 of Parcel 13

17-27-302-028-0000, Affects: Parcel 14 and other property

17-27-303-020-0000, Affects: Parcel 15

C/O/X/S O/FICO 17-27-303-021-0000, Affects: Part Parcel 16 and Part Parcel 17

17-27-303-022-0000, Affects: Part Parcel 16

17-27-303-028-0000, Affects: Part Parcel 16 and Part Parcel 17