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ILLINOIS - CORPORATION

ASSIGNMENT OF RENTS AND LEASES

October 5, 1987

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KNOW ALL MEN BY THESE PRESENTS:

FOR VALUE RECEIVED, the undersigned, CHICAGO SUN-TIMES, INC., a Delaware corporation ("Assignor"), hereby grants, assigns, transfers and sets over unto METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, its successors and assigns ("Secured Party"), (a) all of the rents, issues, profits and income whatsoever arising from or which may be had under any leases or tenancies (the "Lease" or collectively "Leases") now existing or which may be hereafter created (and under any extensions or renewals thereof) on all or any part of the real estate situated in the City of Chicago, County of Cook, State of Illinois, described in Schedules A-1 through A-3 attached hereto and by this reference made a part hereof, and the buildings and improvements now or hereafter located thereon, said real estate, buildings and improvements being hereinafter collectively called the "premises", (b) all right, title and interest of Assignor in and to all Leases, and (c) all guaranties, amendments, replacements, extensions, and renewals of the Leases and any of them, as additional collateral security for (i) the payment of the indebtedness secured by (A) the Mortgage and Security Agreement of even date herewith executed by Assignor for the benefit of Secured Party and recorded by the Recorder of Deeds of Cook County, Illinois as Document No. 87562621 (said document, as the same may be amended, modified or supplemented from time to time hereafter, is herein called the "Mortgage"), and (B) the Leasehold Mortgage of even date herewith executed by Assignor for the benefit of Secured Party and recorded by the Recorder of Deeds of Cook County, Illinois as Document No.        (said document as the same may be amended, modified or supplemented from time to time hereinafter, is herein called the "Leasehold Mortgage") including, without limitation, the indebtedness now or hereafter evidenced by the Bond (as defined in the Mortgage) in the principal amount of Thirty Million and no/100ths Dollars (\$30,000,000.00), and (ii) the performance of all of the covenants, warranties, representations, terms and conditions of the Mortgage, the Leasehold Mortgage, the Bond, the Bond Agreement (as defined in the Mortgage) and all other documents securing said indebtedness.

As used hereinafter, the term "Mortgage Documents" shall mean the Bond, the Mortgage, the Leasehold Mortgage, this Assignment of Rents and Leases, the Bond Agreement and each other document securing the indebtedness evidenced by the Bond, as each of the

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foregoing may from time to time be amended, modified or supplemented or any instrument issued in substitution or exchange therefor or for such substituted or exchanged instrument.

The Assignor agrees:

(a) that the Leases shall remain in full force and effect irrespective of any merger of the interest of the lessor and lessee thereunder; and that it will not transfer or convey the fee title to said premises to any of the lessees without requiring such lessees, in writing, to assume and agree to pay the debt secured hereby in accordance with the terms, covenants and conditions of the Bond and Mortgage;

(b) not to terminate, modify or amend any Major Leases or any of the terms thereof, or grant any concessions in connection therewith, either orally or in writing, or to accept a surrender thereof without the written consent of the Assignee and that any attempted termination, modification or amendment of said leases without such written consent shall be null and void;

(c) except for collection of advance rental deposits of two months' rent or less upon execution of a Lease, collection of operating expense and tax escrows, collection of rent paid by a tenant less than thirty days in advance of the date on which such rent is due and payable, and collection of other rent, income and profits in advance incidental to the customs of the industry, not to collect any of the rent, income and profits arising or accruing under the Leases in advance of the time when the same become due under the terms thereof;

(d) except in the case of a default by the lessee under a Lease, in connection with which Assignor is negotiating a settlement on the balance of the term of the Lease, not to discount any future accruing rents, and then in such event, only to the extent such discount is commercially acceptable in Assignee's judgment, reasonably applied;

(e) other than that certain Second Assignment of Leases dated July 2, 1986 and recorded July 2, 1986 as Document 86273224 made by CST Acquisition Company, a Delaware corporation ("CST"), to Citicorp Industrial Credit, Inc., a Delaware corporation ("Citicorp") individually and as agent for Citibank, N.A., a national banking association and Citibank International-Atlanta,

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a Delaware corporation and that certain Second Assignment of Rents dated July 2, 1986 and recorded July 2, 1986 as Document 86273223 made by CST to Citicorp, not to execute any assignments of the Leases or any interest therein or any of the rents thereunder except, subject hereto, to a purchaser of the mortgaged premises;

(f) to perform all of Assignor's covenants and agreements as lessor under the Leases, the non-performance of which would result in a right in the lessee thereunder to terminate the Lease, and not to suffer or permit to occur any release of liability of the lessees, or any of them, or any right to the lessees, or any of them, to withhold payment of rent; and to give prompt notices to the Assignee of any notice of default on the part of Assignor with respect to the Leases received from the lessee thereunder, or any of them, and to furnish Assignee with complete copies of said notices;

(g) if so requested by the Assignee, to enforce the Major Leases and all remedies available to the Assignor against the lessees, in case of default under the Leases by the lessees;

(h) that none of the rights or remedies of the Assignee under the Mortgage shall be delayed or in any way prejudiced by this assignment;

(i) that notwithstanding any variation of the terms of the Mortgage or any extension of time for payment thereunder or any release of part or parts of the lands conveyed thereunder, the Leases and benefits hereby assigned shall continue as additional security in accordance with the terms hereof;

(j) not to alter, modify or change the terms of any guarantees of the Leases or cancel or terminate such guarantees without the prior written consent of the Assignee;

(k) not to consent to any assignments of any Major Leases, or any subletting thereunder, whether or not in accordance with their terms, without the prior written consent of the Assignee; and

(l) other than that certain Subordination Agreement of even date herewith by and between Secured Party and Citicorp, not to request, consent to, agree to or

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accept a subordination of the Leases to any mortgage or other encumbrance now or hereafter affecting the premises.

For purposes of this Assignment, a "Major Lease" is a lease which demises 5,000 square feet or more of space for a term, including extension and renewal terms and options, of five years or more at an average annual rental, excluding operating expenses and tax pass-throughs, of \$50,000 per annum. As used in this Assignment of Rents and Leases, the terms "Lease" and "Leases" shall include, without limitation, all agreements for the management, maintenance or operation of any part of the premises.

This is intended as and is a present and absolute assignment of all rights of Assignor to collect and retain the rents, issues and profits of and from the premises or any part thereof provided that until the occurrence of an Event of Default (as defined in the Mortgage) Assignor shall be entitled to collect and retain the rents, issues and profits of and from the premises or any part thereof. In the event such an Event of Default shall have occurred and be continuing, Secured Party shall be entitled forthwith without any notice whatsoever to Assignor to take possession and control of the premises and shall have the sole and exclusive right and authority to manage and operate the same, to collect the rents, issues, profits and income therefrom, with full power to employ agents to manage the premises, and to do all acts relating to such management, including, but not limited to, negotiation of new leases thereon, making adjustments of existing Leases, contracting and paying for such repairs and replacements to the buildings and fixtures, equipment and personal property located therein and used in any way in the operation, use, and occupancy of the premises as in the sole judgment and discretion of Secured Party may be necessary to maintain the same in a tenable condition, purchasing and paying for such additional furniture and equipment as in the sole judgment of Secured Party may be necessary to maintain a proper rental income from the premises, employing necessary maintenance employees, purchasing fuel, providing utilities and paying for all other necessary expenses incurred in the operation of the premises, maintaining adequate insurance coverage over hazards customarily insured against and paying the premiums therefor, and applying the net rents, issues, profits and income so collected from the premises, after deducting the costs of collection thereof, which shall include a reasonable management fee for any management agent so employed, against the amount expended for repairs, upkeep, maintenance service, fuel, utilities, taxes, assessments, insurance premiums and such other expenses as it may be necessary or desirable to incur, in the sole discretion of Secured Party, in connection with the operation of the premises, and

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against interest, principal or other charges which have or which may become due, from time to time, under the terms of the Mortgage Documents.

In the event such an Event of Default shall have occurred and be continuing, Assignor agrees to endorse and deliver to Secured Party, all then existing Leases. Without limiting the provisions of the immediately preceding sentence, and whether or not Assignor endorses and/or delivers said Leases to Secured Party, as aforesaid, this Assignment of Rents and Leases shall be deemed to be a present assignment of all such Leases to Secured Party. The provisions hereof shall not limit the effect of any assignments of particular Leases in fact given to Secured Party by Assignor.

It is further understood that this Assignment of Rents and Leases shall not operate to place responsibility for the control, care, management or repair of the premises upon Secured Party, nor for the performance of any of the terms and conditions of any Leases assigned hereunder, nor shall it operate to make Secured Party responsible or liable for any waste committed on the premises by the tenants or any 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 to any tenant, invitee, licensee, employee or stranger.

The acceptance of this Assignment of Rents and Leases and the collection of the rents hereby assigned in the event of an Event of Default, as referred to above, shall be without prejudice to and shall not constitute a waiver on the part of Secured Party of any of Secured Party's rights or remedies under the terms and conditions of the Mortgage Documents, at law or in equity, or otherwise.

Assignor hereby assigns to Secured Party (a) any award or other payment which Assignor may hereafter become entitled to receive with respect to a Lease as a result of or pursuant to any bankruptcy, insolvency, or reorganization or similar proceedings involving the tenant under such Lease and (b) any and all payments made by or on behalf of any tenant of any part of the premises in lieu of rent. Assignor hereby irrevocably appoints Secured Party as its attorney to appear in any such proceeding and/or to collect any such award or payment.

Secured Party may, at its option, notify any tenants or other parties of the existence of this Assignment of Rents and Leases.

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The remedies of Secured Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any of the other remedies of Secured Party so long as any obligation under the Mortgage Documents remains unsatisfied.

All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns, and all obligations of Assignor shall bind its successors and assigns. All rights of Secured Party in, to and under this Assignment of Rents and Leases and in and to the collateral security provided hereby shall pass to and may be exercised by any assignee thereof. Assignor agrees that if Secured Party gives notice to Assignor of an assignment of said rights, upon such notice the liability of Assignor to the assignee shall be immediate and absolute. Assignor will not set up any claim against the original or any intervening Secured Party as a defense, counterclaim or set off to any action brought by any such assignee for any amounts due hereunder or for possession of or the exercise of rights with respect to the collateral security provided hereby.

All notices, demands and requests given hereunder shall be in writing. All such notices, demands and requests by Secured Party to Assignor shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, postage prepaid, addressed to Assignor at:

Chicago Sun-Times, Inc.  
401 N. Wabash Avenue  
Chicago, Illinois 60611  
Attention: Donald F. Piazza  
Chief Financial Officer

with a copy to:

Kirkland & Ellis  
200 East Randolph Drive  
Chicago, Illinois 60601  
Attention: Thomas Scharbach, Esq.

and a copy to:

Citicorp Industrial Credit, Inc.  
211 Perimeter Center Parkway  
Suite 800  
Atlanta, Georgia 30346  
Attention: Ms. Nancy Halwig

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or to such other address as the party to be addressed may from time to time designate by written notice to Secured Party given as herein required. All notices, demands and requests by Assignor to Secured Party shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, postage prepaid, addressed to Secured Party at:

Metropolitan Life Insurance Company  
One Madison Avenue  
New York, New York 10010  
Attention: Treasurer

with a copy to:

Metropolitan Life Insurance Company  
Corporate Investments  
135 South LaSalle Street, Suite 1905  
Chicago, Illinois 60603  
Attention: Vice President

and a copy to:

Metropolitan Life Insurance Company  
2021 Spring Road, Suite 300  
Oakbrook, Illinois 60521  
Attention: Vice President  
Real Estate Investments

and a copy to:

Citicorp Industrial Credit, Inc.  
211 Perimeter Center Parkway  
Suite 800  
Atlanta, Georgia 30346  
Attention: Ms. Nancy Halwig

or to such other address as Secured Party may from time to time designate by written notice to Assignor given as herein required. Notices, demands and requests given by mail in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder three (3) days after the time such notice, demand or request shall be deposited in the mails.

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IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first above written.

CHICAGO SUN-TIMES, INC.,  
a Delaware corporation

By: Donald F. Piazza  
Donald F. Piazza,  
Executive Vice President.

(SEAL)

Attest:

Charles T. Price  
Charles T. Price, Secretary

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STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, Nanette Bernier, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Donald F. Piazza, Executive Vice President of Chicago Sun-Times, Inc., a Delaware corporation, and Charles T. Price, Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Executive Vice President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and said Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 19<sup>th</sup> day of October, 1987.

My Commission Expires:

11/25/89

Nanette Bernier  
Notary Public

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## SUN TIMES

### PARCEL 1:

A TRACT OF LAND IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMPRISING PARTS OF WATER LOTS 6, 7, 8 AND 16 AND ALL OF WATER LOTS 9 TO 15, (BOTH INCLUSIVE), WITH ACCRETIONS IN KINZIE'S ADDITION TO CHICAGO TOGETHER WITH VACATED "FERRY STREET" AND A PORTION OF EAST NORTH WATER STREET LYING NORTHWESTERLY OF AND ADJOINING THERETO AND A PART OF LOT 14 IN BLOCK 2 IN SAID KINZIE'S ADDITION AND CERTAIN PARTS OF THE HIGHWAYS KNOWN AS EAST KINZIE STREET AND NORTH WATER STREET WHICH PARTS OF PUBLIC HIGHWAYS WERE CONVEYED BY THE CITY OF CHICAGO TO THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY BY A QUIT CLAIM DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 10774448, AND WHICH ARE DENOTED AS PARCELS 16 AND 17 IN AN ORDINANCE "PROVIDING FOR THE CONSTRUCTION OF A BRIDGE ACROSS THE MAIN BRANCH OF THE CHICAGO RIVER AT NORTH WABASH AVENUE" PASSED BY THE CHICAGO CITY COUNCIL JULY 29, 1930, EXCEPTING FROM CERTAIN OF SAID WATER LOTS THOSE PARTS THEREOF LYING SOUTHERLY OF THE NORTHERLY DOCK LINE OF SAID RIVER, WHICH TRACT OF LAND IS MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF EAST NORTH WATER STREET WITH THE WEST LINE OF NORTH RUSH STREET AS ESTABLISHED BY ORDINANCE PASSED MAY 27, 1955, THENCE SOUTH 78 DEGREES 25 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF EAST NORTH WATER STREET AND ALONG THE NORTHERLY LINE OF SAID PARCEL 17 A DISTANCE OF 272.18 FEET THENCE SOUTH 32 DEGREES 10 MINUTES 50 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF PARCELS 16 AND 17 A DISTANCE OF 268.13 FEET TO A POINT WHICH IS 44.84 FEET BEARING NORTH 32 DEGREES 10 MINUTES 50 SECONDS EAST OF THE CORNER COMMON TO PARCELS 9, 14 AND 15 OF SAID ORDINANCE, THENCE SOUTH 49 DEGREES 05 MINUTES 40 SECONDS WEST A DISTANCE OF 22.82 FEET, THENCE SOUTHWESTERLY ALONG A CURVED LINE TO WHICH THE LAST DESCRIBED COURSE IS TANGENT, CONVEX TO THE SOUTH EAST AND HAVING A RADIUS OF 922.92 FEET A DISTANCE OF 36.73 FEET TO A POINT OF COMPOUND CURVE, THENCE CONTINUING SOUTHWESTERLY ALONG A CURVED LINE, CONVEX TO THE SOUTH EAST AND HAVING A RADIUS OF 727.94 FEET A DISTANCE OF 98.91 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF SAID PARCEL 9 AT A POINT ON SAID EXTENSION WHICH IS NORTH 22 DEGREES 24 MINUTES 30 SECONDS WEST A DISTANCE OF 29.38 FEET FROM THE MOST WESTERLY CORNER OF SAID PARCEL 9, THENCE SOUTH 22 DEGREES 24 MINUTES 30 SECONDS EAST ALONG SAID NORTHWESTERLY EXTENSION AND ALONG SAID SOUTHWESTERLY LINE OF SAID PARCEL 9 A DISTANCE OF 46.97 FEET TO ANOTHER CORNER OF SAID PARCEL 9, THENCE NORTH 67 DEGREES 35 MINUTES 30 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 9 A DISTANCE OF 103.06 FEET TO A CORNER COMMON TO SAID PARCELS 9 AND 5 OF SAID ORDINANCE, THENCE SOUTH 39 DEGREES 30 MINUTES 25 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF PARCEL 5 DESCRIBED IN SAID ORDINANCE A DISTANCE OF 46.62 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL 5 ON THE NORTHERLY DOCK LINE OF THE CHICAGO RIVER, THENCE NORTH 48 DEGREES 44 MINUTES 55 SECONDS EAST ALONG SAID NORTHERLY DOCK LINE AS THE SAME IS DEFINED BY THE OFFICE OF THE HARBOR MASTER OF CHICAGO A DISTANCE OF 401.26 FEET TO ITS INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID WATER LOT 14, THENCE NORTH 62 DEGREES 25 MINUTES 37 SECONDS EAST ALONG THE PRESENT DOCK LINE A DISTANCE OF 100.64 FEET TO THE INTERSECTION WITH THE WEST LINE OF NORTH RUSH STREET AS ESTABLISHED BY ORDINANCE PASSED MAY 27, 1955, THENCE NORTH 00 DEGREES 17 MINUTES 40 SECONDS EAST ALONG THE WEST LINE OF SAID RUSH STREET A DISTANCE OF 104.51 FEET TO THE POINT OF BEGINNING

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## PARCEL 2:

A TRACT OF LAND IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMPRISING PARTS OF LOTS 8 TO 14 (BOTH INCLUSIVE), IN BLOCK 2 IN KINZIE'S ADDITION TO CHICAGO, TOGETHER WITH PART OF NEW EAST NORTH WATER STREET, OLD NORTH WATER STREET AND EAST KINZIE STREET ALL OF WHICH ARE ALSO PARTS OF VARIOUSLY NUMBERED PARCELS WHICH ARE DESCRIBED IN AN ORDINANCE "PROVIDING FOR THE CONSTRUCTION OF A BRIDGE ACROSS THE MAIN BRANCH OF THE CHICAGO RIVER AT NORTH WABASH AVENUE" PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO JULY 29, 1930 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 10774446 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF PARCEL 17 (BEING ALSO THE EASTERLY LINE OF PARCEL 18) OF THE AFORESAID ORDINANCE WHICH IS 22.623 FEET SOUTHWESTERLY OF THE MOST NORTHERLY CORNER OF SAID PARCEL 18; THENCE SOUTH 32 DEGREES 10 MINUTES 50 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 17, ACROSS SAID LOT 14 IN BLOCK 2 AND ALONG THE SOUTHEASTERLY LINE OF PARCEL 14 OF THE AFORESAID ORDINANCE AND THE NORTHWESTERLY LINE OF PARCEL 16 OF THE AFORESAID ORDINANCE A DISTANCE OF 245.51 FEET TO THE POINT WHICH IS NORTH 32 DEGREES 10 MINUTES 50 SECONDS EAST DISTANT 44.84 FEET FROM THE MOST WESTERLY CORNER OF SAID PARCEL 16; THENCE SOUTH 49 DEGREES 05 MINUTES 40 SECONDS WEST A DISTANCE OF 22.82 FEET; THENCE SOUTHWESTWARDLY ALONG A CURVED LINE TO WHICH THE LAST DESCRIBED COURSE IS TANGENT CONVEX TO THE SOUTH EAST AND HAVING A RADIUS OF 922.92 FEET A DISTANCE OF 36.73 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING SOUTHWESTWARDLY ALONG A CURVED LINE CONVEX TO THE SOUTH EAST AND HAVING A RADIUS OF 727.94 FEET A DISTANCE OF 98.91 FEET TO AN INTERSECTION WITH A NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF PARCEL 9 OF THE AFORESAID ORDINANCE AT A POINT ON SAID EXTENSION WHICH IS NORTH 22 DEGREES 24 MINUTES 30 SECONDS WEST DISTANT 29.38 FEET FROM THE MOST WESTERLY CORNER OF SAID PARCEL 9; THENCE NORTH 22 DEGREES 24 MINUTES 30 SECONDS WEST ALONG THE SAID NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF SAID PARCEL 9 AND ALONG THE SOUTHWESTERLY LINE OF PARCEL 10 OF THE AFORESAID ORDINANCE A DISTANCE OF 72.674 FEET TO A CORNER OF SAID PARCEL 10; THENCE NORTH 32 DEGREES 10 MINUTES 50 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 10, A DISTANCE OF 30.005 FEET TO A POINT; THENCE NORTH 53 DEGREES 26 MINUTES 39 SECONDS EAST A DISTANCE OF 8.210 FEET TO THE SOUTHWESTERLY CORNER OF AN EXISTING STEEL COLUMN WITH FOLLOWING BEARINGS AND DISTANCES ALL MEASURED BETWEEN THE RESPECTIVE SOUTHWESTERLY CORNERS OF EXISTING STEEL COLUMNS; THENCE NORTH 53 DEGREES 26 MINUTES 39 SECONDS EAST A DISTANCE OF 37.266 FEET; THENCE NORTH 49 DEGREES 16 MINUTES 46 SECONDS EAST A DISTANCE OF 43.939 FEET; THENCE NORTH 47 DEGREES 48 MINUTES 32 SECONDS EAST A DISTANCE OF 42.497 FEET; THENCE NORTH 47 DEGREES 00 MINUTES 54 SECONDS EAST A DISTANCE OF 2.028 FEET; THENCE NORTH 47 DEGREES 37 MINUTES 29 SECONDS EAST A

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DISTANCE OF 51.473 FEET; THENCE NORTH 49 DEGREES 32 MINUTES 01 SECOND EAST A DISTANCE OF 32.526 FEET; THENCE NORTH 52 DEGREES 21 MINUTES 58 SECONDS EAST A DISTANCE OF 32.823 FEET; THENCE NORTH 55 DEGREES 51 MINUTES 35 SECONDS EAST A DISTANCE OF 43.853 FEET; THENCE NORTH 60 DEGREES 01 MINUTE 51 SECONDS EAST A DISTANCE OF 43.717 FEET; THENCE NORTH 60 DEGREES 01 MINUTE 51 SECONDS EAST A DISTANCE OF 3.973 FEET; TO THE POINT OF BEGINNING, (EXCEPT FROM THE AFORESAID PARCELS 1 AND 2 THE FOLLOWING PROPERTY DESCRIBED AS PARCEL "A" AND PARCEL "B":

## PARCEL A:

ALL THAT CERTAIN PARCEL OF LAND CONSISTING OF A PART OF LOT 8 AND A PART OF LOT 9 IN BLOCK 2 TOGETHER WITH A PART OF VACATED NORTH WATER STREET ADJOINING SAID BLOCK 2, ALL IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF NORTH STATE STREET AS RECOGNIZED IN THE WABASH AVENUE BRIDGE ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON JULY 29, 1930 WITH THE PRESENT NORTHERLY DOCK LINE OF THE CHICAGO RIVER, AS RECOGNIZED IN SAID ORDINANCE, SAID POINT BEING SOUTH 00 DEGREES 09 MINUTES 40 SECONDS WEST 475.69 FEET FROM THE NORTH WEST CORNER OF SAID BLOCK 2 OF KINZIE'S ADDITION TO CHICAGO; THENCE NORTH 63 DEGREES 02 MINUTES 40 SECONDS EAST ALONG SAID NORTHERLY DOCK LINE, 177.70 FEET; THENCE NORTH 22 DEGREES 24 MINUTES 30 SECONDS WEST 68.58 FEET; THENCE NORTH 67 DEGREES 35 MINUTES 30 SECONDS EAST 18.75 FEET; THENCE NORTH 22 DEGREES 24 MINUTES 30 SECONDS WEST 4.25 FEET; THENCE NORTH 67 DEGREES 35 MINUTES 30 SECONDS EAST 1.62 FEET; THENCE NORTH 22 DEGREES 24 MINUTES 30 SECONDS WEST 45.38 FEET TO A POINT 131.61 FEET (MEASURED PERPENDICULARLY) EAST FROM SAID EAST LINE OF NORTH STATE STREET FOR A PLACE OF BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 22 DEGREES 24 MINUTES 30 SECONDS WEST, A DISTANCE OF 74.26 FEET; THENCE NORTH 32 DEGREES 24 MINUTES 50 SECONDS EAST, A DISTANCE OF 30.005 FEET; THENCE NORTH 53 DEGREES 26 MINUTES 39 SECONDS EAST, A DISTANCE OF 8.210 FEET TO THE SOUTHWESTERLY CORNER OF AN EXISTING STEEL COLUMN; THENCE CONTINUING NORTH 53 DEGREES 26 MINUTES 39 SECONDS EAST, A DISTANCE OF 7.50 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 40 SECONDS WEST PARALLEL WITH THE AFORESAID EAST LINE OF NORTH STATE STREET, A DISTANCE OF 103.41 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS

## PARCEL B:

ALL THAT CERTAIN PARCEL OF LAND CONSISTING OF A PART OF LOT 8 AND PART OF LOT 9 IN BLOCK 2 TOGETHER WITH PART OF VACATED NORTH WATER STREET ADJOINING SAID BLOCK 2, ALL IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

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COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF NORTH STATE STREET AS RECOGNIZED IN THE WABASH AVENUE BRIDGE ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON JULY 29, 1930 WITH THE PRESENT NORTHERLY DOCK LINE OF THE CHICAGO RIVER, AS RECOGNIZED IN SAID ORDINANCE, SAID POINT BEING SOUTH 00 DEGREES 09 MINUTES 40 SECONDS WEST 475.69 FEET FROM THE NORTH WEST CORNER OF SAID BLOCK 2 OF KINZIE'S ADDITION TO CHICAGO; THENCE NORTH 63 DEGREES 02 MINUTES 40 SECONDS EAST ALONG SAID NORTHERLY DOCK LINE, 177.70 FEET; THENCE NORTH 22 DEGREES 24 MINUTES 30 SECONDS WEST 68.58 FEET; THENCE NORTH 67 DEGREES 35 MINUTES 30 SECONDS EAST, 18.75 FEET; THENCE NORTH 22 DEGREES 24 MINUTES 30 SECONDS WEST, 4.25 FEET; THENCE NORTH 67 DEGREES 35 MINUTES 30 SECONDS EAST, 1.62 FEET; THENCE NORTH 22 DEGREES 24 MINUTES 30 SECONDS WEST, 45.39 FEET FOR A PLACE OF BEGINNING; THENCE NORTH 00 DEGREES 09 MINUTES 40 SECONDS EAST, 103.41 FEET; THENCE NORTH 53 DEGREES 26 MINUTES 29 SECONDS EAST, 5.22 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 40 SECONDS WEST ALONG A LINE PARALLEL WITH AND 135.80 FEET (BY RECTANGULAR MEASUREMENT) EAST OF THE AFORESAID EAST LINE OF NORTH STATE STREET, 116.60 FEET; THENCE NORTH 22 DEGREES 24 MINUTES 30 SECONDS WEST, 10.91 FEET TO THE PLACE OF BEGINNING), IN COOK COUNTY, ILLINOIS

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## PARCEL 1:

LOTS 25, 26, 27, 28, AND 29 IN REES AND RUCKER'S SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 IN JUNGE'S SUBDIVISION OF LOT 60 IN REES AND RUCKER'S SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

LOTS 54, 55, 56, 57, 58 AND 59 IN REES AND RUCKER'S SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

## PARCEL 4:

A STRIP OF LAND, FORMERLY A PRIVATE ALLEY WEST OF AND ADJOINING LOTS 1 AND 2, AND EAST OF AND ADJOINING LOTS 3, 4, 5, 6, 7 AND 8 ALL IN JUNGE'S SUBDIVISION OF LOT 60 IN REES AND RUCKER'S SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ALL IN COOK COUNTY, ILLINOIS.

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## PARCEL 1:

LOT 29 (EXCEPT THE NORTHWESTERLY 16 FEET THEREOF) LOTS 30 TO 33, BOTH INCLUSIVE, AND LOTS 35 TO 41, BOTH INCLUSIVE, ALL IN BLOCK 11 IN FULLERTON'S ADDITION TO CHICAGO, A SUBDIVISION IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

THE VACATED ALLEY RUNNING IN A NORTHEASTERLY DIRECTION SOUTHEASTERLY OF AND ADJOINING THE SOUTHEASTERLY LINE OF LOT 33 AND ADJOINING THE SOUTHEASTERLY LINE OF LOT 33 PRODUCED NORTHEASTERLY 16 FEET ALSO THE VACATED PUBLIC ALLEY RUNNING IN A NORTHWESTERLY DIRECTION NORTHEASTERLY OF AND ADJOINING THE NORTHEASTERLY LINE OF LOT 29 (EXCEPT THE NORTHWESTERLY 16 FEET THEREOF) AND LOTS 30 TO 33, BOTH INCLUSIVE, ALL IN BLOCK 11 IN FULLERTON'S ADDITION TO CHICAGO, A SUBDIVISION IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

THAT PART OF LOT 34 LYING SOUTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 IN BLOCK 11, SAID CORNER BEING 164 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF A 16 FOOT ALLEY 193.06 FEET FOR A POINT OF BEGINNING; THENCE NORTHEASTERLY AT A RIGHT ANGLE TO SAID ALLEY LINE 159.83 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1 AND THE NORTHEAST CORNER OF SAID LOT 34, ALL IN BLOCK 11 IN FULLERTON'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM PARCELS 1 AND 2 AFORESAID, THAT IS FROM THE ABOVE PART OF LOTS 29 AND 30 IN BLOCK 11 IN FULLERTON'S ADDITION TO CHICAGO A SUBDIVISION IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF A VACATED ALLEY VACATED AS PER DOCUMENT NUMBER 4624286, RUNNING IN A NORTHWESTERLY DIRECTION LYING NORTHEASTERLY OF AND ADJOINING THE NORTHEASTERLY LINE OF SAID LOTS 29 AND 30 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 29 16.00 FEET SOUTHEASTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT 29; THENCE NORTHEASTERLY ALONG A LINE 16.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 29 AND ITS NORTHEASTERLY EXTENSION A DISTANCE OF 141.00 FEET TO THE SOUTHWESTERLY LINE OF LOT 34 IN SAID BLOCK 11; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 34 A DISTANCE OF 12.20 FEET; THENCE SOUTHWESTERLY ALONG A LINE 28.20 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 29 AND ITS NORTHEASTERLY EXTENSION A DISTANCE OF 40.79 FEET; THENCE SOUTHWESTERLY ALONG A LINE A DISTANCE OF 53.27 FEET TO A POINT 21.00 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID LOT 29; THENCE SOUTHWESTERLY ALONG A LINE 21.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 29 A DISTANCE OF 47.43 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 29; THENCE

NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 29 A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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THIS INSTRUMENT WAS PREPARED BY:

Ellen Dachauer Kaplan  
Katten Muchin & Zavis  
525 West Monroe Street  
Suite 1600  
Chicago, Illinois 60606-3693

The Permanent Real Estate Index Numbers for the Mortgaged Property are:

17-10-135-025  
17-10-136-008  
14-31-501-010  
14-31-200-047  
17-17-113-027  
17-17-113-028  
17-17-113-029  
17-17-113-030

The addresses for the Mortgaged Property are:

401 N. Wabash Avenue  
2241 Elston Avenue  
2265 Elston Avenue  
215-225 S. Throop

After recording this instrument should be returned to:

Ellen Dachauer Kaplan  
Katten Muchin & Zavis  
525 West Monroe Street  
Suite 1600  
Chicago, Illinois 60606-3693

BOX 333-HV

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