

90172720

NOV 17 11:58

This instrument was prepared by Sandra K. Prinsipe, Esq. Law Department (105/9) Continental Bank N.A. 231 South LaSalle Street Cook County, Illinois 60697 Chicago, Illinois

02272720

1.2 Other loan documents. As further security for the repayment of the loan, Borrower has executed and delivered to Lender a Mortgage and Security Agreement ("Mortgage") of even date herewith, granting to Lender a first lien on the premises, and Borrower and/or Beneficiary have executed and delivered or have caused to be executed and delivered certain other documents further evidencing or securing the loan (the Note, the Mortgage,

1.1 Note. Borrower has executed and delivered to Lender a Mortgage Note ("Note") of even date herewith, wherein Borrower and/or Beneficiary promises to pay to the order of Lender the principal amount of TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00) in repayment of a loan from Lender in like amount or so much thereof as may now or hereafter be disbursed by Lender under the Note (the "Loan"), together with interest thereon.

RECITALS

I

This Collateral Assignment of Leases and Rents ("Assignment") is made as of April 2, 1990 by American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated January 17, 1990, and known as Trust No. 110224-07 ("Borrower" or "Trustee"), with a mailing address at 33 North LaSalle Street, Chicago, Illinois, 60690, and by 400 North Racine Partnership, an Illinois general partnership ("Beneficiary"), with a mailing address c/o Alan Shore, 420 North May Street, Chicago, Illinois, 60622 (Borrower and Beneficiary being referred to collectively herein as "Assignor"), to Continental Bank N.A., a national banking association, ("Lender"), with a mailing address at 231 South LaSalle Street, Chicago, Illinois 60697, and pertains to the real estate described in Exhibit A attached hereto and made a part hereof ("Premises").

COLLATERAL ASSIGNMENT OF LEASES AND RENTS

90172720

19.00

7214493 D24

UNOFFICIAL COPY

Property of Cook County Clerk's Office

02227106

- (c) any and all addenda, extensions, renewals, amendments, and modifications, to or of the Existing Leases and future Leases, whether now or hereafter existing (being of the Premises (collectively "Future Leases"));
- (b) any and all leases, options, contracts for sale, or other agreements executed hereafter for the occupancy, sale or use (including concessions) of all or any part of the Premises (collectively "Future Leases");
- (a) That certain lease or those certain leases currently affecting the Premises ("Existing Leases");

Now, therefore, as additional security for the prompt payment when due of all principal of and interest on the Note; and performance of all obligations of Trustee and Beneficiary under the Loan Documents; including attorney's fees and charges, legal or otherwise, incurred by Lender in realizing or protecting this Assignment of the Loan; and any and all obligations, indebtedness, and liability of Beneficiary and Trustee in connection with the Loan (and of any other borrower for whose indebtedness this Assignment is pledged as collateral) to Lender, whether such obligations, indebtedness, or liability are now existing or hereafter created, direct or indirect, absolute or contingent, joint and several, or joint or several, due or to become due, however created, evidenced, or arising and however acquired by Lender, and all renewals and extensions thereof (all collectively, the "Liabilities") and in consideration of the matters recited above, Assignor hereby grants, sells, assigns, and transfers to Lender all of Assignor's right, title and interest in, to, and under the following (collectively, the "Assigned Security"):

THE GRANT

II

1.3 This Assignment. As further security for the repayment of the Loan and for the performance of all other liabilities, in addition to the other Loan Documents, Assignor is required by the Loan Documents to execute and deliver to Lender this Assignment. Since Beneficiary is the sole beneficiary of Borrower, it is in the direct financial interest and to the benefit of Beneficiary as well as Borrower to induce Lender to make the loan.

this Assignment, and all such other loan documents, whether now or hereafter existing, and as amended, modified, extended or restated from time to time, are collectively referred to herein as the "Loan Documents").

90172720

(a) Assignor is the sole owner of the entire lessor's interest in the existing Leases;

3.1 Present status. Borrower represents and Beneficiary represents and warrants that:

GENERAL AGREEMENTS

III

This Assignment constitutes a present, perfected and absolute assignment. This Assignment confers upon Lender a power coupled with an interest and cannot be revoked by Assignor.

(g) all guaranties of the tenants' performance of the Leases ("Guaranties").

(f) all rights, powers, privileges, options and other benefits of Assignor as lessor under such Leases (collectively "Assignor's Rights"), including, without limitation (a) the immediate and continuing right to receive and collect all Rents, and (b) the right to make all waivers, agreements and settlements, to give and receive all notices, consents and releases, to take such action upon the happening of a default under any of the Leases, including the commencement, conduct and consummation of such legal proceedings as may be permitted under any provision of any of the Leases or by law, and to do any and all other things whatsoever which the Assignor is or may become entitled to do under any of the Leases; and

(e) all proceeds payable under any policy of insurance covering loss of Rents for any cause ("Insurance Proceeds");

(d) all rents, escrow deposits, income, revenues, issues, profits, condemnation awards, use and occupancy payments, damages, monies and security payable or receivable under or with respect to the Leases or pursuant to any of the provisions thereof, whether as rent or otherwise, and profits arising from the Leases or from the use and occupation of all or any portion of the Premises described in any of the Leases or in the Mortgage (collectively "Rents");

referred to herein collectively with the "existing Leases" and future Leases as the "Leases," and each of the Leases being referred to herein as a "Lease";

UNOFFICIAL COPY

Property of Cook County Clerk's Office

02172720

- (a) to observe and perform all of the obligations imposed upon the lessor under the Leases and not to do or permit to be done anything to impair the security thereof;
- (b) not to collect any of the Rents, other than security or other deposits provided for in the Leases, in advance of the time when the same becomes due;
- (c) not to hereafter assign, sell, pledge, or encumber any of the assigned security except as hereinafter set forth;
- (d) at Lender's request, to assign and transfer to Lender specifically in writing any and all future Leases and to execute and deliver, at the request of Lender, all such further assurances and assignments pertaining to the premises as Lender may from time to time require;
- (e) to warrant and defend the assigned Security against all adverse claims, whether now or hereafter arising;

3.2 Future Performance. Assignor covenants:

- (a) no rent for any period subsequent to the date of this assignment, other than security or other deposits provided for in the Leases, has been collected in advance of the times when due under the terms of the respective existing Leases; and Assignor shall not claim or permit any lessee or any person in possession of any portion of the premises to claim any right of set-off against any such rent and
- (b) the existing Leases are valid and enforceable and have not been altered, modified, or amended in any material manner whatsoever except as may be herein set forth;
- (c) neither Assignor nor any lessee is in material default under any of the terms, covenants, or conditions of the existing Leases;
- (d) other than this assignment, no rent has been assigned or anticipated and no Assignor's rights or guarantees have been assigned;
- (e) no rent for any period subsequent to the date of this assignment, other than security or other deposits provided for in the Leases, has been collected in advance of the times when due under the terms of the respective existing Leases; and Assignor shall not claim or permit any lessee or any person in possession of any portion of the premises to claim any right of set-off against any such rent and

UNOFFICIAL COPY

Property of Cook County Clerk's Office

02172720

(c) a default uncured within the applicable cure period, if any, in the payment or performance of the liabilities;

(b) Assignor's failure to timely perform or observe any other provision of this Assignment which remains uncured for twenty-one (21) days after the earlier of Assignor's becoming aware of such failure or the effective date of notice thereof from Lender;

(a) Assignor's failure to pay any amount due herein or secured hereby, which failure continues for more than five (5) days after notice from Lender;

4.1 Absence of Default. Although this Assignment is intended to be a present assignment, Assignor shall have the right to collect at the time of, but not prior to, the payment dates provided in the Leases, all rents, and to retain, use, and enjoy the same; provided that none of the following events shall occur, each of which shall constitute a default ("Default") hereunder:

DEFAULTS AND REMEDIES

IV

(1) not hereafter permit any of the Assigned Security to become subordinate to any lien other than the lien of the Mortgage and any liens to which the Mortgage is now, or may pursuant to its terms become, subordinate.

(h) If any of the Leases provide for the abatement of rent during repair of the premises damaged thereunder by reason of fire or other casualty, the Assignor shall furnish rental insurance to Lender in amount and form, and written by insurance companies, as shall be satisfactory to Lender; and

(g) not to lease or otherwise permit the use of all or any portion of the Premises for rent that is below the fair market rent for such property;

(f) to observe and comply with all provisions of law applicable to the operation, use, occupancy, maintenance and ownership of the Premises;



02172720

(1) all expenses of managing the premises, including, without limitation, the salaries, fees, and wages of any managing agent and such other employees as Lender may deem necessary or desirable;

(b) either with or without taking possession of such premises, in Lender's own name, sue for or otherwise collect and receive all Rents, including those past due and unpaid, with full power to make, from time to time, all alterations, renovations, repairs, or replacements to or of any part of the premises as may seem proper to Lender and to apply such Rents, in payment of any or all of the following, in such order and manner as Lender may in its sole discretion determine, any statute, law, custom, or use to the contrary notwithstanding:

(a) take possession of all or any part of the premises or any other property described in any or all of the Leases, the Mortgage and the other Loan Documents, to have, hold, manage, lease, sell, and operate the same on such terms and for such periods of time as Lender may deem proper;

4.2 Waiver of Lender's Rights. Any time after the occurrence of a Default, Lender may, at its option, take the actions described below, without in any way waiving such Default, without notice and without regard to the adequacy of the security for the liabilities. Lender may act either in person or by an agent or by a receiver appointed by a court.

All Rents which accrue prior to a Default but are paid thereafter shall be paid to the Lender.

(e) a default, "Event of Default" or "Default" pursuant to the Note or any of the other Loan Documents, subject to applicable cure periods, if any.

(d) Lender's finding that any statement, representation or warranty made herein by Trustee or Beneficiary is untrue or incomplete in any material respect; and

UNOFFICIAL COPY

Property of Cook County Clerk's Office

0242720

The Assignor hereby appoints irrevocably the Lender its true and lawful attorney in its name and stead and authorizes Lender to take any or all of the actions described above. Powers of attorney conferred upon Lender pursuant to this Assignment are powers coupled with an interest and cannot be revoked, modified or altered without Lender's written consent. The exercise by Lender of the rights, powers and remedies granted in this Paragraph 4.2, collection of the Rents and their application as provided herein, shall not be considered a waiver of any Default. Assignor's obligations hereunder shall

(g) avail itself of any rights, powers or remedies granted in the other Loan Documents, which remedies are cumulative to those granted herein.

(f) apply for, and the Assignor hereby consents to, the appointment of a receiver of the Premises or any portion thereof, whether or not foreclosure proceedings have been commenced under the Mortgage, and if such proceedings have been commenced, whether or not a foreclosure sale has occurred; and

(e) perform any and all other acts necessary or proper to protect the security of this Assignment;

(d) make, enforce, modify and accept surrender of the Leases, Assignor's Rights and Guaranties;

(c) Lender's option, perform Assignor's obligations hereunder or pursuant to any of the Assigned Security, or cure Assignor's default, in such manner and to such extent as Lender deems appropriate;

(iv) the Liabilities, including, without limitation, all costs and attorneys' fees;

(iii) all expenses incident to taking and retaining possession of the Premises; and

(ii) all expenses of operating and maintaining the Premises, including, without limitation, all taxes, charges, claims, assessments, water rents, sewer rents, any other liens, and premiums for all insurance that Lender may deem necessary or desirable, and the cost of all alterations, renovations, repairs, or replacements;

UNOFFICIAL COPY

Property of Cook County Clerk's Office

90172720

4.4 Collection of Rent. Assignor hereby and irrevocably authorizes and directs the lessee named in any lease, whether now or hereafter existing, the occupant of all or any part of

Assignor shall, and does hereby agree to, protect, defend, indemnify, and hold Lender harmless from and against any and all claims, liability, loss, cost, damage or expense, including reasonable attorney's fees, which Lender may or might incur by reason of (a) the Lessee's rights or obligations; or (b) this Assignment; (c) any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms, covenants, or agreements contained in the Lease; or (d) any action taken or omitted by Lender or its agents under this Assignment, unless constituting willful misconduct or gross negligence. Should Lender incur any such liability, loss or damage, the amount thereof, including costs, expenses, and reasonable attorney's fees, shall be paid by Assignor upon demand of Lender and shall constitute a part of the liabilities.

4.3 Non-Liability of Lender and Indemnity. Lender shall not be liable for any loss sustained by Assignor resulting from Lender's failure to let the premises after a Default or from any other act or omission of Lender in managing, using, occupying or maintaining the premises after a Default unless such loss is directly and solely caused by the willful misconduct and bad faith of Lender. Nor shall Lender be obligated to perform or discharge, nor does Lender hereby undertake to perform or discharge, any obligation, duty, or liability of Assignor or any other party under any assigned Security or under or by reason of this Assignment. This Assignment shall not operate to make Lender responsible for (i) the control, care, management, or repair of the premises; (ii) the carrying out of any of the terms and conditions of any Lease; (iii) any waste committed on the property by the Lessee or by any other parties or for any dangerous or defective conditions of the premises; or (iv) any negligence in the management, upkeep, repair, or control of the premises, resulting in loss or injury or death to any lessee, licensee, employee, or stranger. This Assignment shall not be construed as constituting the Lender a "mortgagee in possession" of the premises. Lender has not received any security deposit with respect to any Lease, and assumes no responsibility for any such security deposit until such time such security deposit (specified as such with specific reference to the Lease pursuant to which deposited) may be transferred to Lender and accepted by Lender by notice to the tenant under such Lease.

survive foreclosure of the mortgage, and Assignor covenants to observe and comply with all its obligations under this Assignment and the other loan documents throughout any period of redemption after foreclosure of the mortgage.

90172720

4.7 Amounts Held in Trust for Lender. Any amounts received by Assignor or its agents for performance of any actions prohibited by the terms of this Assignment, including any amounts received in connection with any cancellation, modification or amendment of any of the Leases prohibited by the terms of this Assignment, and any amounts received by Assignor as Rents, from and after the date of any Default, shall be held by Assignor as trustee for Lender and all such amounts shall be accounted for to Lender and shall not be commingled with other funds of the Assignor. Any person acquiring or receiving all or any portion of such trust funds shall acquire or receive the same in trust for Lender as if such person had actual or constructive notice that such funds

4.6 Waivers. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the rights, powers and remedies granted it shall be deemed to be a waiver by Lender of its rights, powers and remedies under the other Loan Documents. This Assignment is made and accepted without prejudice to any of the rights, powers and remedies possessed by Lender under any of the other Loan Documents. The right of Lender to collect the liabilities and to enforce any other security held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

4.5 Other Security. Lender may take or release other security for the liabilities, release any party primarily or secondarily liable therefor, apply any other security held by it to the satisfaction thereof, all without prejudice to any of its rights under this Assignment.

the Premises, or the obligor named in any guaranty, upon receipt from Lender of written notice to the effect that Lender is then the holder of the Note and that a Default exists, to pay over to Lender all Rents, arising or accruing under such Lease or from all or any part of the premises described therein and to continue so to do until otherwise notified by Lender. Assignor agrees that Lessees shall have the right to rely upon such demand and notice from Lender and shall pay such Rents to Lender without any obligation or right to determine the actual existence of any such Default or the Lender's right to receive such Rents, notwithstanding any notice from or claim of Assignor to the contrary, and without the need for a judicial determination that a Default has occurred. Assignor shall have no right or claim against such Lessees for any such Rents so paid by Lessees to Lender. Assignor agrees that it will at Lender's request take such action as Lender may from time to time request to assist Lender in exercising any rights hereunder, including joining in a written direction to Lessees to pay Rents to Lender.

90172720

5.6 Successors and Assigns. This Assignment shall be binding upon Borrower, its successors, assigns, legal representatives, and all other persons or entities claiming under or through Borrower. This Assignment shall be binding upon Beneficiary, its successors, assigns, legal

5.5 Grammar. As used in this Assignment, singular and plural nouns, and masculine, feminine, and neuter pronouns, shall be fully interchangeable where the context so requires.

5.4 Headings. The headings of sections and paragraphs in this Assignment are for convenience or reference only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions of this Assignment.

5.3 Severability. If any provision of this Assignment, or any paragraph, sentence, clause, phrase, or word, or their application, in any circumstance, is held invalid, the validity of the remainder of this Assignment shall be construed as if such invalid part were never included.

5.2 Governing Law. The place of negotiation, execution, and delivery of this Assignment, the location of the premises, and the place of payment and performance under the Loan Documents being Illinois, this Assignment shall be construed and enforced according to the laws of Illinois.

5.1 Notices. Any notice that Lender or Borrower or Beneficiary may desire or be required to give to either of the other shall be in writing and shall be mailed or delivered to the intended recipient at its address set forth above or at such other address as the intended recipient may in writing designate to the sender. Such notice shall be deemed to have been delivered two (2) business days after mailing by United States registered or certified mail, return receipt requested, postage prepaid, or when delivered in person with written acknowledgment of the receipt. Except as otherwise specifically required, notice of the exercise of any right or option granted to Lender by this Assignment is not required to be given.

MISCELLANEOUS

v

were impressed with a trust in accordance herewith. By way of example, such notice may be given by an instrument recorded with the Recorder of Deeds of the county in which the premises are located stating that Assignor has received or will receive such amounts in trust for Lender.

UNOFFICIAL COPY

Property of Cook County Clerk's Office



0272720

representatives and all other persons or entities claiming under or through Beneficiary. The word "Lender," when used herein, shall include Lender's successors, assigns, and legal representatives, including all other holders, from time to time, of the Note.

5.7 Conflicts. In case of any conflict between the terms of this Assignment and those of the Mortgage, the terms of the Mortgage shall prevail.

5.8 Joint and several liability. Beneficiary and Borrower shall be jointly and severally liable hereunder. An action to enforce this Assignment may be brought against either Beneficiary or Borrower without any requirement of joinder of the other party in such action. Provided, however, Beneficiary's general personal liability for repayment of the principal indebtedness and interest under the Note shall be limited to the liability as provided in the joint and several guaranty from Richard Leviton and Richard Falstein. Any amounts due under this Assignment may be recovered in full from either Beneficiary or Borrower.

5.9 Trustee Excemption. This Assignment is executed and delivered by American National Bank and Trust Company of Chicago, not personally, but solely as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee. The Trustee hereby personally warrants that it possesses full power and authority to execute and deliver this Assignment. It is expressly understood and agreed that nothing contained in this Assignment shall be construed as creating any liability on the Trustee personally to pay or perform the liabilities secured by this Assignment or any interest that may accrue thereon or to perform any covenant, express or implied, contained herein, all such personal liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder.

In Witness Whereof, Borrower and Beneficiary have caused this Assignment to be executed as of the date stated above.

BORROWER:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee as aforesaid

By: X *[Signature]*  
Title: *[Signature]*

*[Signature]*  
Title: *[Signature]*  
Attests:

UNOFFICIAL COPY



Property of Cook County Clerk's Office

UNOFFICIAL COPY

9372RH

90172720

Property of Cook County Clerk's Office

BORROWER:  
400 NORTH RACINE PARTNERSHIP,  
an Illinois general  
partnership by its general  
partners

By: Alvin Shure General Partner

By: William Moran, General Partner

By: James Gatz, General Partner

By: Martin Grossman, General Partner

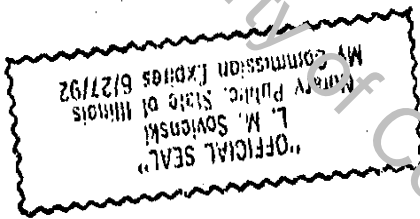
Witness:

Witness:

UNOFFICIAL COPY

9372RR

90172720



Notary Public

*L. M. Sovignski*

110224-07.

Trust Agreement dated January 17, 1990 and known as Trust Number  
Company of Chicago, not personally, but solely as Trustee under  
as \_\_\_\_\_ of American National Bank and Trust

19 \_\_\_\_\_ by \_\_\_\_\_  
This instrument was acknowledged before me on \_\_\_\_\_

APR 10 1991

STATE OF ILLINOIS )  
                          ) SS.  
                          ) COUNTY OF COOK )

Property of Cook County Clerk's Office

UNOFFICIAL COPY

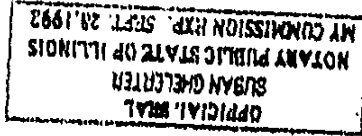
Property of Cook County Clerk's Office



UNOFFICIAL COPY

9372RR

90172720



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

Notary Public

*Susan Guelcristen*

of April, 1990.

GIVEN under my hand and notarial seal this 10th day  
for the uses and purposes set forth therein.  
act of said partnership and as his own free and voluntary act,  
signed and delivered said instrument as the free and voluntary  
acknowledged to me that he, being thereunto duly authorized,  
foregoing instrument, appeared before me this day in person and  
Partnership, an Illinois general partnership, subscribed to the  
whose names is, as a general partner of 400 North Racine  
that ALAN SHURE, personally known to me to be the same person  
in and for the County and State aforesaid, DO HEREBY CERTIFY  
I, *Susan Guelcristen*, a Notary Public

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS. )

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9372RR

02222106

OFFICIAL SEAL  
SUSAN GREIFER  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. SEPT. 28, 1992

My commission expires:

Notary Public

I, Susan Greifer, a Notary Public in and for the county and State aforesaid, DO HEREBY CERTIFY that WILLIAM MORAN, personally known to me to be the same person whose names is, as a general partner of 400 North Racine Partnership, an Illinois general partnership, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said partnership and as his own free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 10th day of April, 1990.

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK )

Property of Cook County Clerk's Office

UNOFFICIAL COPY

02/01/2015 10:00 AM  
02/01/2015 10:00 AM  
02/01/2015 10:00 AM  
02/01/2015 10:00 AM

Property of Cook County Clerk's Office



UNOFFICIAL COPY

9372RR

90172720

OFFICIAL SEAL  
SUSAN GHELLERT  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES 06/30/1992

My commission expires:

Notary Public

Property of Cook County Clerk's Office

of April, 1990.

GIVEN under my hand and notarial seal this 10th day for the uses and purposes set forth therein.

act of said partnership and as his own free and voluntary act, signed and delivered said instrument as the free and voluntary acknowledged to me that he, being thereunto duly authorized, foregoing instrument, appeared before me this day in person and Partnership, an Illinois general partnership, subscribed to the whose James is, as a general partner of 400 North Racine that JAMES GAZA, personally known to me to be the same person in and for the county and state aforesaid, DO HEREBY CERTIFY I, Susan Ghellert, a Notary Public

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS. )

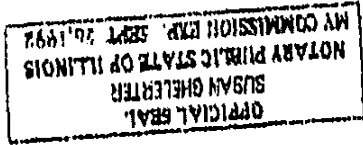
UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9372RR

90172720



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

Notary Public

Property of Cook County Clerk's Office

of April, 1990.

GIVEN under my hand and notarial seal this 10th day

for the uses and purposes set forth therein.

act of said partnership and as his own free and voluntary act, signed and delivered said instrument as the free and voluntary acknowledged to me that he, being thereunto duly authorized, foregoing instrument, appeared before me this day in person and Partnership, an Illinois general partnership, subscribed to the person whose name is, as a general partner of 400 North Racine that MARTIN GROSSMAN, personally known to me to be the same in and for the county and state aforesaid, DO HEREBY CERTIFY a Notary Public

Susan Gheerter

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS. )

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9370RN

Permanent Tax No.: 17-08-141-018-0000

Property commonly known as: 400 North Racine Chicago, Illinois 60622

THAT PART OF SAID LAND WHICH LIES NORTH OF A LINE EQUIDISTANT BETWEEN THE SOUTH LINE OF LOTS 28 TO 33 AFORESAID, BOTH INCLUSIVE, AND THE NORTH LINE OF LOTS 14 TO 19 AFORESAID, BOTH INCLUSIVE, AND WHICH LIES WEST OF A LINE EQUIDISTANT BETWEEN THE EAST LINE OF LOT 14 AFORESAID AND THE WEST LINE OF LOTS 8 TO 13 AFORESAID, BOTH INCLUSIVE, EXTENDED NORTH...

EXCEPTING THEREFROM:

ALL THAT PART OF THE EAST-WEST 48 FOOT VACATED PUBLIC COURT LYING SOUTH, SOUTHEASTERLY AND EAST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE NORTH WEST CORNER OF LOT 6; THENCE WEST ALONG THE NORTH LINE OF LOT 6 EXTENDED WEST TO THE POINT OF INTERSECTION WITH A LINE 15.0 FEET SOUTHWESTERLY OF AND PARALLEL TO THE NORTHWESTERLY LINE OF LOT 28 DEDICATED FOR PUBLIC ALLEY RECORDED AS DOCUMENT 4307923; PART OF LOT 28 DEDICATED FOR PUBLIC ALLEY RECORDED AS DOCUMENT 4307923; THENCE WEST ALONG SAID LINE 15.0 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF LOTS 28 TO 33, BOTH INCLUSIVE, AND SAID LINE, 15.0 FEET INTERSECTION OF A LINE, 15.0 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF LOTS 28 TO 33, BOTH INCLUSIVE, AND SAID LINE, 15.0 FEET SOUTHWESTERLY OF AND PARALLEL TO THE NORTHWESTERLY LINE OF A TRIANGULAR PART OF LOT 28 DEDICATED FOR PUBLIC ALLEY RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, IN COOK COUNTY, ILLINOIS, DECEMBER 30, 1908 AS DOCUMENT 4307923; THENCE SOUTHWESTERLY TO THE POINT OF INTERSECTION OF A LINE, 15.0 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF LOTS 28 TO 33, BOTH INCLUSIVE, AND THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 14, AND LYING WEST OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 14; AND LYING NORTH OF A LINE EXTENDING FROM THE SOUTH WEST CORNER OF LOT 13 TO THE SOUTH EAST CORNER OF LOT 14, ALL IN BLOCK 1 IN D. M. HAMBLETON'S SUBDIVISION OF LOT "E" OF CIRCUIT COURT PARTITION OF THE NORTH WEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SUBDIVISION OF BLOCK 1 OF THE SAME; ALSO ALL THAT PART OF THE NORTH-SOUTH 15 FOOT VACATED ALLEY LYING WEST OF THE WEST LINE OF LOTS 7 TO 13, BOTH INCLUSIVE, LYING EAST OF THE EAST LINE OF LOT 14; LYING SOUTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 14; AND LYING NORTH OF A LINE EXTENDING FROM THE SOUTH WEST CORNER OF LOT 13 TO THE SOUTH EAST CORNER OF LOT 14, ALL IN BLOCK 1 IN D. M. HAMBLETON'S SUBDIVISION OF LOT "E" OF CIRCUIT COURT PARTITION OF THE NORTH WEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOTS 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 AND 19 IN BLOCK 1 IN HAMBLETON'S SUBDIVISION OF LOT "E" IN CIRCUIT COURT PARTITION OF THE NORTH WEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 1:

LEGAL DESCRIPTION

EXHIBIT A

021222105