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DEPT-01 RECORDING

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    - COOK COUNTY RECORDER

#### ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (the "Assignment") is made and delivered as of the 1st day of Movember, 1996 by LASALLE/ST. ANDREWS/GOLUB, L.L.C., an Illinois limited liability company ("Assignor"), to and for the benefit of LASALLE NATIONAL BANK, a national banking association ("Assignee").

#### RECITALS:

Assignee has agreed to loan to Assignor the principal amount of \$3,000,000.00 (the "Loan"). Assignor is executing a certain Note of even date herewith (the "Note") payable to the order of Assignee to evidence the Loan.

A condition precedent to Assignee's extension of the Loan to Assignor is the execution and delivery by Assignor of this Assignment.

This instrument was prepared by and, after recording, return to:

Michael S. Kurtzon Miller, Shakman, Hamilton. Kurtzon & Schlifke 208 South LaSalle Street **Suite 1100** Chicago, Illinois 60604

Permanent Real Estate Tax Index No.:

17-16-204-030-0000

Common Address:

19 South LaSalle Street Chicago, Illinois



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#### **UNOFFICIAL COPY**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

- 1. <u>Definitions</u>. All capitalized terms which are not defined herein shall have the meanings ascribed thereto in that certain Mortgage of even date herewith by the Assignor for the benefit of Assignee (the "Mortgage").
- assigns to Assignee, all of the right, title and interest of Assignor in and to (i) all of the rents, issues, profits, revenues, receipts, income, accounts and other receivables arising out of or from the land legally described in Exhibit A attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the "Premises"); (ii) all leases and subleases (collectively, the "Leases"), now or hereafter existing, of all or any part of the Premises; (iii) all rights and chaims for damage against tenants arising out of defaults under the Leases, including rights to compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises. This Assignment is given to secure:

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- (a) Payment by Assignor when due of (i) the indebtedness evidenced by the Note and any and all renewels, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to Assignee by Assignor under or with respect to the Loan Documents (as defined in the Note); and (iii) all costs and expenses paid or incurred by Assignee in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and
- (b) Observance and performance by Assignor of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Assignor or any other obligor to or benefiting Assignee work are evidenced or secured by or otherwise provided in the Note, this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof.
- 3. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee that:
  - (a) this Assignment, as executed by Assignor, constitutes the legal and binding obligation of Assignor enforceable in accordance with its terms and provisions;
    - (b) the Assignor is the lessor under all Leases;
  - (c) No Assignor heretofore has made any other assignment of its entire or any part of its interest in or to any of the Leases, or any of the rents, issues, income

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or profits assigned hereunder, nor has Assignor entered into any agreement to subordinate any of the Leases or Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;

- (d) No Assignor heretofore has executed any instrument or performed any act which may prevent Assignee from operating under any of the terms and provisions hereof or which would limit Assignee in such operation; and
  - (e) there are no defaults under any Leases.
- 4. <u>Covenants of Assignor</u>. Assignor covenants and agrees that so long as this Assignment shall be in effect:
  - (a) Except with respect to a "Permitted Lease" (as hereinafter defined), Assignor shall not lease any portion of the Premises unless Assignor obtains Assignee's prior written consent to all aspects of such lease;
  - (b) Assigno: 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 Assignor shall not do or suffer to be done anything to impair the security thereof. Except with respect to a tenant under a Permitted Lease and on commercially reasonable terms in the ordinary course of business, Assignor shall not (i) release the liability of any tenant under any Lease, (ii) consent to any tenant's withholding of rent or making monetary advances and off-setting the same against future rentals, (iii) consent to any tenant's claim of a total or partial eviction, (iv) consent to any tenant termination or cancellation of any Lease, or (v) enter into any oral leases with respect to all or any portion of the Premises;
  - (c) Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty days in advance of the time when the same shall become due, except for security or similar deposits;
  - (d) Assignor 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, issues, income or profits assigned hereunder;
  - (e) Except with respect to a tenant under a Permitted Lease and on commercially reasonable terms in the ordinary course of business, Assignor shall not modify the terms and provisions of any Lease, nor shall Assignor give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease;

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- (f) Except with respect to a tenant under a Permitted Lease and on commercially reasonable terms in the ordinary course of business, Assignor shall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder:
- (g) Except in respect to a Permitted Lease and on commercially reasonable terms in the ordinary course of business. Assignor shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or suffer to be done anything which would terminate any such guaranty as a matter of law:
- (h) Except in respect to a Permitted Lease and on commercially reasonable terms in the ordinary course of business. Assignor shall not waive or excuse the obligation to pay rest under any Lease;
- (i) Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of Assignee, including court costs and reasonable attorneys fees, in any such action or proceeding in which Assignee may appear;
- (j) Except in respect to a Permitted Diase and on commercially reasonable terms in the ordinary course of business. Assigner shall give prompt notice to Assignee of any notice of any default on the part of the lessor with respect to any Lease other than a Permitted Lease received from any tenant or guarantor thereunder;
- (k) Assignor shall enforce the observance and performence of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the tenants and guarantors thereunder and except in respect to a Permitted Lease, shall immediately notify Assignee of any breach by the tenant or guarantor under such Lease of the same;
- (I) Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;
- (m) Assignor shall not execute hereafter any Lease unless there shall be included therein a provision providing that the tenant thereunder acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to Assignee as mortgagee, mortgagee in possession or successor in title to the Premises

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for accountability for any security deposit required by lessor under such Lease unless such sums have actually been received in cash by Assignee as security for tenant's performance under such Lease;

- (n) Assignor shall furnish to Assignee, within ten days after a request by Assignee to do so, a written statement containing the names of all tenants and subtenants of the Premises, or any part thereof; and
- Lease 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 for the possible termination or rejection of the Leases assigned hereby. Assigner covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any chieft in payment of damages for termination or rejection of any such Lease will be made psychle both to Assigner and Assignee. Assigner hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will dury endorse to the order of Assignee any such check, the proceeds of which shall be applied in accordance with the provisions of Paragraph 8 below.
- (p) Not later than the 30th day after the end of each calendar quarter, Assignor shall deliver to Assigned a certified rent roll for the Premises as of the last day of such month in a form reasonably satisfactory to Assignee.

A Permitted Lease shall mean a lease for tess than 10,000 square feet of rentable space on a lease form approved by Assignee and on commercially reasonable terms.

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- 5. Rights Frior to Default. So long as an Ever of Default (as defined in Paragraph 6) has not occurred, Assignee shall not demand from tenants under the Leases or any other person liable thereunder any of the rents, issues, income and profits assigned hereunder, and Assignor shall have the right to collect, at the time (out in no event more than thirty days in advance) provided for the payment thereof, all rents issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Assignce shall have the right to notify the tenants under the Leases of the existence of this Assignment 2, any time.
- 6. Events of Default. An "Event of Default" shall occur under this Assignment upon the occurrence of (a) a breach of Assignor of any of the covenants, agreements, representations, warranties or other provisions hereof which is not cured or waived within the applicable grace or cure period, if any, set forth in the Mortgage or (b) any other Event of Default described in the Note, Mortgage or the other Loan Documents.
- 7. Rights and Remedies Upon Default. At any time upon or following the occurrence of any Event of Default, Assignee, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way

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waiving such Event of Default, without further notice or demand on Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing Assignor or any guarantor of the Note from any obligation, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Loan Documents:

- (a) Declare the unpaid balance of the principal sum of the Note, together with all accrued and unpaid interest thereon, immediately due and payable;
- (b) Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem necessary or proper, with full power to make from time to time all alterations, removations, repairs or replacements thereto or thereof as may seem proper to Assignee, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which Assignee deems necessary or proper;
- for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Promises and pursue all remedies for enforcement of the Leases and all the lessor's rights operain and thereunder. This Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to Assignee, without proof of default hereunder, upon receipt from Assignee of written notice to thereafter pay all such rents and other amounts to Assignee and to comply with any notice or demand by Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and Assignor shall facilitate in all reasonable ways Assignee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such zents and other amounts to Assignee; and
- (d) Make any payment or do any act required herein of Assigner in such manner and to such extent as Assignee may deem necessary, and any amount so paid by Assignee shall become immediately due and payable by Assignor with interest thereon until paid at the Default Rate and shall be secured by this Assignment.
- 8. Application of Proceeds. All sums collected and received by Assignee out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default shall be applied as follows:
  - (a) First, to reimburse Assignee for all of the following expenses, together with court costs and reasonable attorneys' fees and including interest thereon at the

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Default Rate: (i) taking and retaining possession of the Premises; (ii) managing the Premises and collecting the rents, issues, income and profits thereof, including without limitation, salaries, fees and wages of a managing agent and such other employees as Assignee may deem necessary and proper; (iii) operating and maintaining the Premises, including without limitation, payment of taxes, charges, claims, assessments, water rents, sewer rents, other liens, and premiums for any insurance required under the Mortgage or any of the other Loan Documents; and (iv) the cost of all alterations, renovations, repairs or replacements of or to the Premises which Assignee may deem necessary and proper.

- (b) Second, to reimburse Assignee for all sums expended by Assignee pursuant to Paragraph 7(d) above, together with interest thereon at the Default Rate;
- (c) Third, to reimburse Assignee for all other sums with respect to which Assignee is indemnified pursuant to Paragraph 9 below, together with interest thereon at the Default Krite;
- (d) Fourth, to reimburse Assignee for all other sums expended or advanced by Assignee pursuant to the terms and provisions of or constituting additional indebtedness under any of the other Loan Documents, together with interest thereon at the Default Rate;
  - (e) Fifth, to the payment of all accrued and unpaid interest under the Note;
- (f) Sixth, to payment of the unpaid principal balance of the Note and any and all other amounts due thereunder or under the other Loan Documents; and
- (g) Seventh, any balance remaining to Assignor, its respective legal representatives, successors and assigns or to such other parties which may be legally entitled thereto.
- 9. <u>Limitation of Assignee's Liability</u>. Assignee shall not be 'lab!: for any loss sustained by Assignor resulting from Assignee's failure to let the Premises or form any other act or omission of Assignee in managing, operating or maintaining the Premises following the occurrence of an Event of Default. Assignee shall not be obligated to observe, perform or discharge, nor does Assignee hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of Assignor under or by reason of this Assignment. Assignor shall and does hereby agree to indemnify, defend (using counsel satisfactory to Assignee) and hold Assignee harmless from and against any and all liability, loss or damage which Assignee may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to

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observe or perform any of the covenants, terms, conditions and agreements contained in any Lease. Should Assignee incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and pavable by Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon Assignee for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make Assignee responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises. or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth hereir or in the Mortgage, and no exercise by Assignee of any of the rights set forth herein or in the Mortgage shall constitute or be construed as constituting Assignee a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereof or of the Mortgage.

- 10. No Waiver. Nothing contained in this Assignment and no act done or omitted to be done by Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Assignce of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of Assignee under the terms and provisions of such instruments, and Assignee may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Assignee may take or release any other recurity for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.
- 11. Further Assurances. Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as Assignee may designate) and shall do or cause to be done such further acts, as Assignee may request, in order to permit Assignee to perfect, protect, present and maintain the assignment made to Assignee by this Assignment.
- 12. Security Deposits. Assignor hereby acknowledges that Assignee has not received any security deposited by any tenant pursuant to the terms of the Leases and that Assignee assumes no responsibility or liability for any security so deposited.
- 13. Severability. In the event that any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Assignee and Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent

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permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

- 14. Joint Liability: Benefit. The obligations and liabilities of each Assignor under this Assignment shall be joint and several. This Assignment is binding upon each Assignor and their respective legal representatives, successors and assigns, and the rights, powers and remedies of Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns.
- 15. Written Modifications. This Assignment shall not be amended, modified or supplemented without the written agreement of Assignor and Assignee at the time of such amendment, modification or supplement.
- 16. Duration. This Assignment shall become null and void at such time as Assignor shall have paid the principal sum of the Nove, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents.
- 17. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.
- 18. Notices. All notices, demands, requests and other correspondence which are required or permitted to be given hereunder sinkli be deemed sufficiently given when delivered or mailed in the manner and to the addresses of Assignor and Assignee, as the case may be, as specified in the Mortgage.
- Waiver of Trial by Jury. ASSIGNOR AND ASSIGNEE ACKNOWLEDGE 19. AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS ASSIGNMENT. THE NOTE OR ANY OF THE OTHER LOAN DOCUMENTS OR WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREIN AND THEREIN WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES. ACCORDINGLY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH ASSIGNOR AND ASSIGNEE, BY ITS ACCEPTANCE OF THIS ASSIGNMENT, HEREPY KNOWINGLY AND VOLUNTARILY MUTUALLY (A) WAIVE THE RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION, CLAIM, COUNTERCLAIM, CROSS-CLAIM THIRD-PARTY CLAIM, DISPUTE, DEMAND, SUIT OR PROCEEDING ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS ASSIGNMENT, THE NOTE, THE MORTGAGE OR ANY OF THE OTHER LOAN DOCUMENTS, THE LOAN, OR ANY RENEWAL, EXTENSION OR MODIFICATION THEREOF, OR ANY CONDUCT OF ANY PARTY RELATING THERETO, AND (B) AGREE THAT ANY SUCH ACTION. CLAIM, SUIT OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY.

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

> LASALLE/ST. ANDREWS/GOLUB, L.L.C., an Illinois limited liability company

> St. Andrews/19 S. LaSalle Limited By: Partnership, an Illinois limited partnership, a Member

By:

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Golub/19 S. LaSalle Limited Partnership, an Illinois limited partnership, a Member

> Golub & Company of Illinois, Inc., an Illinois corporation, its General

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STATE OF ILLINOIS )	SS.		
COUNTY OF COOK )	<b>3</b> 3.		
State aforesaid, do hereby certify of ST. ANDREWS PROPERTIE Andrews/(9 S. LaSalle Limited LaSalle/St. Andrews/Golub, L.I. known to me to be the same persuch President, appeared before delivered the said instrument as act of said President, for the use	ES, INC., an Illino Partnership, an IlliC., an Illinois lim son whose name is me this day in pers his own free and ve	nois limited partnership, a nited liability company, w subscribed to the foregoi son and acknowledged that coluntary act and as the free	, the President artner of St. a Member of the is personally ng instrument as at he signed and
GIVEN under my hand a	nd notarial seal, the	is 15+ day of Nove	mber, 1996.
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STATE OF ILLI	NOIS	) ) SS.			
COUNTY OF CO	OOK j	)			
I, And of GOLUB & CO Golub/19 S. LaSalle/St. Andre known to me to be such President, and delivered the said act of said President	o hereby certicompany OF officers of the same parented before instrument as	ILLINOIS, INC. Partnership, an Illinois. L.C., an Illinois erson whose name me this day in p	, an Illinois conois limited palimited liability is subscribed erson and ackr	prporation, Generation, Generation, a Menoration, a Menoration of the company, who to the foregoing nowledged that he and as the free	ral Partner of mber of is personally instrument as is signed and
GIVEN u	nder my hand	and notarial seal,	this St	day of Novemb	per, 1996.
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#### EXHIBIT A

#### LEGAL DESCRIPTION

#### PARCEL 1:

THOSE PARTS OF ORIGINAL LOTS 2 AND 3 IN SLOCK 118 IN SCHOOL SECTION ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

REGISHING AT THE SCOTHEAST CORNER OF THE WEST 1/2 OF SAID ORIGINAL LOT 3; THENCE MORTH TO A POINT 100 FEST SOUTH OF THE MORTH LIME OF SAID LOT 3; THERCH WEST CHOSSIA THE WEST 1/2 OF SAID LOT 3, AND ALONG THE SCOTE LINES OF SUB-LOTS 1 TO 3 THE THE CYTCAGO HYDRAULIC COMPANY'S SUBDIVISION OF ORIGINAL LOTS 1 AND 2 IM SAID BLOCK 118, TO THE SOUTHWEST CORNER OF SAID SUB-LOT 3, TREACH SOUTH TO THE SOUTH LIVE OF SACT ORIGINAL LOT 2; TERMOR RAST TO THE POINT OF REGISHING (EXCEPTING THAT PART TREATOR LYING WORTH OF THE SOUTH LINES OF SUE-LOTS 1 TO 3 AFGERBALD, EXTENDED BAST ACROSS THE WAST 1/2 OF THE ORIGINAL LOT 3 AFORESAID; ALSO EXCEPTING TEAT PART TERREOF PLALING IN ARCADE PLACE AS NOW LOCATED) IN COOR COUNTY. ILLINOIS:

#### PARCEL 2:

LOT 2 AND THE SOUTH 2 PHET IN NIME OF LOT 1 DE MAJOR'S SURDIVISION OF SUS-LOTS 4 TO 6. STM-LOT & AND THE WEST 15 FIRT OF SUB-LOT & (MICEPY 1908S PARTS OF SAID SUB-LOTE 6 AMD 8 TAKEN FOR THE OPENING OF LABALLE STREET) IN THE CRICAGO EYDRAULIC CUMPANY'S SUBDIVISION OF ORIGINAL LOTS 1 AND 2 IN BLOCK 118, WITH THE PROPORTIONATE SUMPLIES OF THE BLOCK, IN 1/2 SCHOOL SECTION ADDITION TO CHICAGO, A SURDIVISION OF SECTION 16, TORRESTS 39 HOLTER, MARGE 14 MART OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF MAID MAJOR'S SUBDIVISION RECORDED MAY 23, 1867, IN SOOK 164 OF MAPS, PAGE 194, IN COOK COUNTY, ILLINOIS;

#### PARCEL 3:

TERT PART OF ORIGINAL LOT 1 IN BLOCK 116 LYING WEST OF THE HEST LINE OF LOT 2 AND THE SOUTH 2 PRET IN WIDTE OF LOT 1 IN MAJOR'S SURDIVISION OF SUP-LOTS 4, 5, 6 AMD S AND THE WAST IS PERY OF SUB-LOT 9 (MICEPT TEAT PART OF SUB-LITE & AND S TAXES BY THE OPENING OF LABALLE STREET) IN THE CHICAGO EXPERISTIC COMPANY & SUBDIVISION OF CRICINAL LOTS 1 AND 2 IN SAID BLOCK 118 AND LYING RETWEEN THE WAY COLLY EXTERSIONS OF THE HORTE AND SOUTH LINES OF AFGRESAND LOT 2 AND THE SAFET 2 FIRST IN WITH OF LOT 1 IN MAJOR'S SUSDIVISION AFORESAID, ALL IN SCHOOL SECTION ADDITION TO CRICAGO IN SECTION 16. TOWNSHIP 19 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOR COUNTY, ILLINOIS,

#### PARCEL 4:

ALL OF THAT PART OF ARCADS PLACE LYDN SOUTH OF THE MORTH LINE OF ARCADE PLACE, AS SAID HORTE LINE WAS RETABLISHED BY ORDINANCE DATED MARCE 16, 1848, LYING WEST OF THE EAST LINE AND THE BAST LINE RETIREDED SOCTE OF THE WEST 1/2 OF SALD ORIGINAL LOT 1 IN BLOCK 118, SCHOOL SECTION ADDITION AFORESAID AND LYING MAST OF BAST LIMIT OF LABALLE STREET AS HOW LOCATED (EXCEPTING THEREPROS THE SOUTH 1/2 THEREPO WHICH IS MORTH OF AND ADJOINING LOTS 30, 31 AND 32 IN ABSESSOR'S DIVISION OF BLOCK 118 IN SCHOOL SECTION ADDITION APPRESAID) IN SECTION 14, YOURSELP 39 WORTE, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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