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ASSIGNMENT OF LEASES AND RENTS

96952854

7586847 CAS 1489854

THIS ASSIGNMENT OF LEASES AND RENTS, made this 16 day of December, 1996, by Blueridge Capital Corporation, a Texas corporation ("Assignor"), in favor of Sullivan Loan Joint Venture, a Texas joint venture ("Assignee")

RECITALS:

I Concurrently with the execution of this Assignment of Leases and Rents, Assignor executed and delivered its Promissory Note ("Note") of even date herewith, payable to the order of Assignee, in the principal amount of One Million Five Hundred Thousand Dollars (\$1,500,000) ("LOAN") and, as security therefor, executed and delivered its mortgage ("Mortgage") of even date herewith, in favor of Assignee, conveying the land situated in Cook County, Illinois, legally described in Exhibit A attached hereto ("Land") and the improvements situated thereon ("Improvements") (Land and Improvements collectively "Mortgaged Premises")

II Assignor is the landlord named in leases agreements with occupancy tenants of Mortgaged Premises ("Tenants") as follows (collectively "Leases"):

Tenant	Initial Date of Lease	Lease Term
Kentile Operating Company, L.P.	6-28-96	11-30-06

Handwritten signature: Dur 1/18

III As a condition precedent to making Loan, Assignee has requested that Assignor assign to it all of Assignor's right, title and interest in and to Leases as additional security for the payment of Loan, interest and all other sums due and owing to Assignee pursuant to Note, Mortgage and "Other Loan Documents" (as such term is defined in Mortgage) (collectively "Indebtedness").

NOW, THEREFORE, in consideration of the disbursement of the proceeds of Loan by Assignee and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor

1 Hereby grants a security interest in and sells, assigns, transfers and sets over unto Assignee one hundred percent (100%) of Assignor's right, title and interest in and to Leases, together with all rents, income or other sums payable by the provisions thereof ("Rents") and, at the option of Assignee, all future lease agreements which may be executed by Assignor, as landlord, with occupancy tenants of Mortgaged Premises ("Future Tenants"), at any time hereafter ("Future Leases"), and all rents, income or other sums payable by the provisions of Future Leases ("Future Rents").

2 Agrees that this Assignment is made for the purpose of securing the payment of Indebtedness and the performance and discharge of each and every obligation, covenant and agreement

BOX 333-CTI

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required of Assignor pursuant to Note, Mortgage and Other Loan Documents (Note, Mortgage and Other Loan Documents collectively "Loan Documents").

3. Represents and warrants that as of the date hereof:

a) Assignor is the sole owner of one hundred percent (100%) of landlord's right, title and interest in and to Leases;

b) Leases are valid and enforceable and have not been altered, modified or amended since the date the same were delivered to Assignee;

c) To the best of its knowledge, Tenants are not in default in the performance of any of the terms, covenants, conditions or agreements required of them pursuant to Leases; and

d) No part of Rents has been previously assigned and no part thereof for any period subsequent to the date hereof, except for the current month, has been collected in advance of the due date thereof.

4. Shall observe and perform all of the obligations imposed upon Assignor, as landlord, pursuant to Leases and Future Leases and shall:

a) Not do or permit any act or occurrence which would impair the security thereof;

b) Not collect any part of Rents or Future Rents in advance of the time when the same shall become due (excluding security deposits);

c) Not execute any other assignment of Assignor's interest, as landlord, in Leases, Future Leases, Rents or Future Rents, without Assignee's prior written consent;

d) Not alter, modify or change the terms and conditions of Leases or Future Leases, cancel or terminate the same or accept a surrender thereof, other than in the normal course of business, without the prior written consent of Assignee;

e) At Assignee's request, execute and deliver all such further assurances and assignments as Assignee shall, from time to time, require with respect to Leases and Future Leases; and

f) Not execute Future Leases having lease terms of more than five (5) years without the written consent of Assignee which consent shall not be unreasonably withheld or delayed.

5. Shall have the right, so long as no "Monetary Default" or "Non-Monetary Default" (as such terms are defined in Mortgage) shall exist, to collect Rents and Future Rents, when due but not prior thereto, and retain, use and enjoy the same.

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6. Agrees that at any time following a Monetary or Non-Monetary Default, Assignee may, at its option, either in person or through its agent or a receiver appointed by a court of competent jurisdiction, without notice and without, in any way, waiving such Monetary Default or Non-Monetary Default and without regard to the adequacy of the security for Indebtedness and with or without instituting any action or proceeding:

a) Take possession of Mortgaged Premises and hold, manage, lease and operate the same on such terms and for such periods of time as Assignee may deem proper;

b) With or without taking possession of Mortgaged Premises, in its own name, institute suit or otherwise collect and receive Rents and Future Rents, including Rents and Future Rents past due and unpaid, with full power to make, from time to time, all alterations, renovations, repairs or replacements thereto or thereof as Assignee may deem proper; and

c) Apply Rents and Future Rents to the payment of: i) all costs and expense incurred in managing Mortgaged Premises (including, but not limited to, the salaries, fees and wages of the managing agent thereof and other employees of Assignor); ii) all expenses of operating and maintaining Mortgaged Premises (including, but not limited to, all taxes, charges, claims, assessments, water rents, sewer rents and other liens and premiums for all insurance coverages which Assignee may deem necessary); iii) all costs of alteration, renovation, repair or replacement of Mortgaged Premises; iv) all expenses incident to the taking and retaining of possession thereof; and v) Indebtedness and all costs, expenses and attorneys' fees incurred by Assignee by reason hereof; and apply the same in such order of priority as Assignee, in its sole discretion, may determine, any statute, law, custom or use to the contrary notwithstanding.

7. Agrees that Assignee shall not be:

a) Liable for any loss sustained by Assignor resulting from Assignee's failure to let Mortgaged Premises following the occurrence of a Monetary Default or Non-Monetary Default or by reason of any other act or omission of Assignee in managing the same following such Monetary Default or Non-Monetary Default, other than any loss or damage which may be incurred by Assignor by reason of Assignee's negligence of acts and deeds following the exercise of Assignee's rights pursuant hereto pursuant to Leases and Future Leases; or

b) Obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty or liability of Assignor pursuant hereto or pursuant to Leases and Future Leases and, with respect thereto, Assignor shall, and does hereby agree to indemnify Assignee for and hold Assignee harmless from any and all liability, loss or damage which may or might be incurred by reason thereof 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 perform or discharge any of the terms, covenants, conditions and agreements required of Assignor pursuant hereto or pursuant to Leases and Future Leases, PROVIDED THAT such indemnification shall not include any liability, loss or damage which may be incurred by Assignee by reason of its negligence or acts and deeds following the exercise of Assignee's rights pursuant hereto or pursuant to Leases and Future Leases.

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If Assignee incurs any liability pursuant to this Assignment of Leases and Rents or pursuant to Leases and Future Leases or in defense of any such claim or demand, the amount thereof (including costs, expenses and reasonable attorneys' fees but exclusive of any costs, expenses and attorneys' fees incurred by Assignee by reason of its acts and deeds following the exercise of Assignee's rights pursuant hereto or pursuant to Leases and Future Leases) shall be secured by Loan Documents and Assignor shall reimburse Assignee therefor, immediately upon demand and in the event of the failure of Assignor so to do, Assignee may, at its option, declare Indebtedness immediately due and payable.

8. Agrees that this Assignment shall not operate to place upon Assignee any responsibility, prior to the exercise of Assignee's rights pursuant hereto, for the control, care, management or repair of Mortgaged Premises or for the performance of any of the terms, covenants, conditions and agreements required of Assignor, as landlord, pursuant to Leases and Future Leases nor is the same intended to make Assignee responsible or liable for any:

a) Waste committed on Mortgaged Premises by Tenants, Future Tenants or any other party;

b) Dangerous or defective condition of Mortgaged Premises; or

c) Negligence in the management, upkeep, repair or control of Mortgaged Premises resulting in loss, injury or death to any Tenant, Future Tenant, licensee, employee or stranger.

9. Agrees that any affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee, setting forth that any part of Indebtedness remains unpaid, shall be and constitute conclusive evidence of the validity, effectiveness and continuing force and effect of this Assignment (all persons being hereby authorized to rely thereon). Assignor hereby authorizes and directs Tenants, Future Tenants or other occupants of Mortgaged Premises, upon receipt from Assignee of written notice to the effect that Assignee is then the holder of Loan Documents and that a Monetary Default or Non-Monetary Default exists pursuant thereunder or pursuant thereto, to pay Rents and Future Rents to Assignee until otherwise notified by Assignee, in writing, to the contrary.

10. Agrees that Assignee may take or release any other security given for the payment of Indebtedness, release any party primarily or secondarily liable therefor and apply any other security, in its possession, to the satisfaction of Indebtedness, without prejudice to any of its rights pursuant hereto.

11. Agrees that the terms "Leases" and "Future Leases" shall include any subleases thereof and all extension or renewals of Leases, Future Leases and subleases thereof.

12. Agrees that:

a) Nothing contained herein and no act done or omitted to be done by Assignee pursuant to the powers and rights granted to it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies pursuant to Loan Documents;

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b) This Assignment is made without prejudice to any of the rights and remedies possessed by Assignor under the deed, and

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c) The right of Assignee to collect Indebtedness and to enforce any security therefor in its possession may be exercised by Assignee either prior to, concurrently with or subsequent to any action taken by it pursuant hereto.

13. Agrees that any notices to be served pursuant hereto shall be sufficient if delivered personally or by "overnight" courier service (which shall be deemed received on the date of delivery thereof) or mailed by United States certified or registered mail, postage prepaid (which shall be deemed received three (3) days following the postmark date thereof), to Assignee and Assignor as follows

If to Assignor: Sullivan Loan Joint Venture,  
a Texas joint venture  
c/o John E. Houston, Venture Manager  
5646 Milton  
Suite 426  
Dallas, Texas 75206

with a copy to Addison Wilson, III, Esq.  
5500 Preston Road  
Suite 330  
Dallas, Texas 75205

If to Assignee: Blueridge Capital Corporation,  
a Texas corporation  
c/o E. John Justema, President  
5910 N. Central Expressway, #1470  
Dallas, Texas 75206

14. Agrees that in the event of any conflict between the terms hereof and the terms of Mortgage, the terms of Mortgage shall prevail.

15. Agrees that this Assignment and all covenants and warranties herein contained shall inure to the benefit of Assignee, its successors, assigns, grantees and legal representatives and shall be binding upon Trust and Owners, their respective heirs, executors, administrators, successors, assigns, grantees and legal representatives.

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IN WITNESS WHEREOF, Assignor has caused this Assignment of Leases and Rents to be executed by its respective duly authorized officers and its corporate seal to be hereunto affixed on the day and year first above written.

ATTEST

BLUERIDGE CAPITAL CORPORATION,  
A Texas corporation

E. John Justema  
Secretary

By: E. John Justema  
E. John Justema, President

STATE OF IL

COUNTY OF COOK

DEPT-01 RECORDING \$41.00  
T#0012 TRAN 3403 12/17/96 15:27:00  
#9393 CG \*-96-952854  
COOK COUNTY RECORDER

DEPT-10 PENALTY \$38.00

I, JANE COX, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that E. John Justema, the President of Blueridge Capital Corporation ("corporation"), a Texas corporation, and E. JOHN JUSTEMA, its SEC, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and SEC, aforesaid, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary acts and as the free and voluntary act of Bank, for the uses and purposes therein set forth; and the said PRES. did also then and there acknowledge that he, as custodian of the corporate seal of Bank, did affix the same to said instrument as his own free and voluntary act and the free and voluntary act of Bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16<sup>th</sup> day of DEC., 19 96.

Jane Cox  
Notary Public

My commission expires: 12/20/98  
"OFFICIAL SEAL"  
Jane Cox  
Notary Public, State of Illinois  
My Commission Expires 12/20/98

Prepared by:  
George Bradshaw  
Huck & Bouma, Martin, et al  
1775 S. Naperville Rd  
Wheaton IL 60187  
After Recording Return to:  
Addison Wilson  
5500 Preston Rd #330  
Dallas TX 75205

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REF ID: A1401 007586847 D1

## 5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

## PARCEL 1:

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS IN BOOK 67 OF PLATS, PAGE 44 ON APRIL 29, 1897, AS DOCUMENT NUMBER 2530529 BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE WEST 46TH STREET (PRIVATE STREET) SAID NORTH LINE OF WEST 46TH STREET BEING 1966.32 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTER LINE OF SECTION 3, AND WEST LINE OF SOUTH KOLIN AVENUE; SAID WEST LINE OF SOUTH KOLIN AVENUE BEING 236.93 FEET EAST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE WEST ALONG SAID NORTH LINE OF WEST 46TH STREET AT ITS INTERSECTION WITH A LINE 36.93 FEET EAST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE NORTH ALONG LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH A LINE 1686.32 FEET SOUTH OF AND PARALLEL TO SAID EAST AND WEST CENTER LINE OF SECTION 3; THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE TO A POINT 51.93 FEET EAST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO A POINT IN THE WEST LINE OF SOUTH KOLIN AVENUE SAID POINT BEING 1699.32 FEET SOUTH OF SAID EAST AND WEST CENTER LINE OF SECTION 3; THENCE SOUTH ALONG THE WEST LINE OF SOUTH KOLIN AVENUE TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS;

## PARCEL 2:

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS IN BOOK 67 OF PLATS, PAGE 44 ON APRIL 29, 1897 AS DOCUMENT NUMBER 2530529 BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST 46TH STREET (A PRIVATE STREET) SAID NORTH LINE OF WEST 46TH STREET BEING 1966.32 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTER LINE OF SAID SECTION 3 AND A LINE 36.93 FEET EAST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3; THENCE WEST ALONG SAID NORTH LINE OF WEST 46TH STREET TO ITS INTERSECTION WITH A LINE 163.07 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE NORTH ALONG LAST DESCRIBED PARALLEL LINE TO A POINT 257.87 FEET NORTH OF SAID NORTH LINE OF WEST 46TH STREET; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO ITS POINT OF INTERSECTION WITH A LINE 1686.32 FEET SOUTH OF SAID EAST AND WEST CENTER LINE OF SECTION 3, SAID POINT OF INTERSECTION BEING 366.07 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH THE AFORESAID LINE 36.93 FEET EAST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE SOUTH ALONG LAST DESCRIBED PARALLEL LINE TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS;

EXHIBIT "A"

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CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)  
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ORDER NO.: 1401 007586847 D1

PARCEL 3:

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE APRIL 29, 1897 AS DOCUMENT 2530529, BOOK 67 OF PLATS, PAGE 44 BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE 1966.32 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTER LINE OF SAID SECTION 3, AND A LINE 163.07 FEET WEST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3; THENCE NORTH ALONG LAST DESCRIBED PARALLEL LINE TO A POINT 257.87 FEET NORTH OF SAID LINE 1966.32 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTER LINE OF SAID SECTION 3; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO ITS POINT OF INTERSECTION WITH A LINE 1686.32 FEET SOUTH OF AND PARALLEL TO SAID EAST AND WEST CENTER LINE OF SECTION 3 SAID POINT OF INTERSECTION BEING 366.07 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE A DISTANCE OF 187.02 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTH WEST HAVING A RADIUS OF 346.85 FEET AND BEING TANGENT TO LAST DESCRIBED COURSE AT SAID POINT OF CURVE AN ARC DISTANCE OF 72.04 FEET MORE OR LESS TO A POINT 624.57 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE AND 1678.87 FEET SOUTH OF SAID EAST AND WEST CENTER LINE OF SECTION 3; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO ITS POINT OF INTERSECTION WITH A LINE 262 FEET NORTH OF AND PARALLEL TO SAID LINE 1966.32 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTER LINE OF SAID SECTION 3, SAID POINT OF INTERSECTION BEING 503.95 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE EAST ALONG LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH A LINE 463.07 FEET WEST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE SOUTH ALONG LAST DESCRIBED PARALLEL LINE TO A POINT ON THE LINE 1966.32 FEET SOUTH OF AND PARALLEL WITH THE EAST AND WEST CENTER LINE OF SECTION 3 AFORESAID; THENCE EAST ALONG SAID LAST DESCRIBED LINE TO THE POINT OF BEGINNING THE FOREGOING DESCRIPTION IS BASED UPON THE FOLLOWING DEFINITIONS: THE EAST AND WEST CENTER LINE OF SAID SECTION 3 AS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID SECTION 3 MEASURED 2597.19 FEET SOUTH FROM THE NORTH EAST CORNER OF SAID SECTION 3 AND MEASURED 2669.84 FEET NORTH FROM THE SOUTH EAST CORNER OF SAID SECTION 3 TO A POINT ON THE WEST LINE OF SAID SECTION 3 MEASURED 2598.77 FEET SOUTH FROM THE NORTH WEST CORNER OF SAID SECTION 3 AND MEASURED 2661.19 FEET NORTH FROM THE SOUTH WEST CORNER OF SAID SECTION 3. THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3 IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID SECTION 3 MEASURED 2648.14 FEET WEST FROM THE NORTH EAST CORNER OF SAID SECTION 3 AND MEASURED 2642.84 FEET EAST FROM THE NORTH WEST CORNER OF SAID SECTION 3 TO A POINT ON THE SOUTH LINE OF SAID SECTION 3 MEASURED 2669.37 FEET WEST FROM THE SOUTH EAST CORNER OF SAID SECTION 3 AND MEASURED 2668.04 FEET EAST FROM THE SOUTH WEST CORNER OF SAID SECTION 3, IN COOK COUNTY, ILLINOIS;

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PARCEL 4:

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ACCORDING

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TO THE PLAT THEREOF RECORDED APRIL 29, 1897 AS DOCUMENT 2530529 IN BOOK 67 OF PLATS PAGE 44, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE 1966.32 FEET SOUTH OF AND PARALLEL WITH THE EAST AND WEST CENTER LINE OF SECTION 3 AFORESAID AND A LINE 463.07 FEET WEST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3; THENCE NORTH ALONG SAID LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH A LINE 262 FEET NORTH OF AND PARALLEL TO SAID LINE 1966.32 FEET SOUTH OF AND PARALLEL WITH THE EAST AND WEST CENTER LINE OF SAID SECTION 3; THENCE WEST ALONG LAST DESCRIBED LINE TO A POINT 503.95 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO A POINT OF TANGENCY IN A CURVED LINE, SAID POINT BEING 624.57 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE AND 1678.87 FEET SOUTH OF THE EAST AND WEST CENTER LINE OF SECTION 3, THE AFOREMENTIONED COURSES BEING THE WESTERLY AND SOUTHWESTERLY BOUNDARY LINES OF THE PREMISES CONVEYED BY THE FIRST NATIONAL BANK OF CHICAGO, TO THE TRUSTEES OF THE CENTRAL MANUFACTURING DISTRICT BY A DEED DATED MAY 31, 1950 AND RECORDED AUGUST 21, 1950 AS DOCUMENT 14891679; THENCE NORTHWESTERLY ALONG THE AFORESAID CURVED LINE WHICH IS CONVEX TO THE SOUTH WEST AND HAVING A RADIUS OF 346.85 FEET AND AN ARC DISTANCE OF 67.20 FEET MORE OR LESS TO A POINT OF COMPOUND CURVE SAID POINT BEING 688.44 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE AND 1658.75 FEET SOUTH OF SAID EAST AND WEST CENTER LINE OF SECTION 3; THENCE CONTINUING NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTH WEST AND HAVING A RADIUS OF 775.49 FEET AND AN ARC DISTANCE OF 67.67 FEET MORE OR LESS TO A POINT OF COMPOUND CURVE, SAID POINT BEING 749.33 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE AND 1629.62 FEET SOUTH OF SAID EAST AND WEST CENTER LINE OF SECTION 3; THENCE CONTINUING NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTH WEST AND HAVING A RADIUS OF 330.62 FEET AND AN ARC DISTANCE OF 54.24 FEET MORE OR LESS TO A POINT, SAID POINT BEING 794.75 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE AND 1600.35 FEET SOUTH OF SAID EAST AND WEST CENTER LINE OF SECTION 3; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO A POINT WHICH IS 729.01 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE AND 1651.07 FEET SOUTH OF SAID EAST AND WEST CENTER LINE OF SECTION 3; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX TO THE SOUTH WEST AND HAVING A RADIUS OF 259 FEET TO ITS INTERSECTION WITH A LINE 663.07 FEET WEST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTER LINE OF SECTION 3, SAID INTERSECTION BEING 1687.75 FEET SOUTH OF SAID EAST AND WEST CENTER LINE OF SECTION 3; THENCE SOUTH ALONG LAST DESCRIBED PARALLEL LINE TO A POINT ON A LINE 1966.32 FEET SOUTH OF AND PARALLEL WITH THE EAST AND WEST CENTER LINE OF SECTION 3 AFORESAID; THENCE EAST ALONG SAID LAST MENTIONED LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

## PARCEL 5:

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4, LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS, ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, ON APRIL 29, 1897, AS DOCUMENT 2530529, IN BOOK 67 OF PLATS, PAGE 44, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST 46TH STREET (A PRIVATE STREET) AND A LINE 663.07 FEET WEST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3, SAID PARALLEL LINE BEING THE WESTERLY BOUNDARY LINE OF THE PREMISES CONVEYED BY THE FIRST NATIONAL BANK OF CHICAGO TO THE THEN TRUSTEES OF THE CENTRAL MANUFACTURING DISTRICT BY DEED DATED DECEMBER 15, 1950, AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY ON MARCH 26, 1951, IN BOOK 46594 AT PAGE 498 AS DOCUMENT NO. 15037241; THENCE WEST ALONG SAID NORTH LINE OF WEST 46TH STREET A DISTANCE OF 235.08 FEET, MORE

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COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)  
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ORDER NO. 1401 007586847 D1

OR LESS, TO ITS INTERSECTION WITH THE WESTERLY BOUNDARY LINE, AT THIS POINT, OF THE PARCEL OF LAND CONVEYED BY THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY TO THE FIRST NATIONAL BANK OF CHICAGO BY DEED DATED MARCH 6, 1951 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY ON MARCH 8, 1951, IN BOOK 46556 AT PAGE 458, AS DOCUMENT NO. 15026337; THENCE NORTHERLY ALONG LAST DESCRIBED LINE A DISTANCE OF 476.38 FEET TO A POINT, SAID POINT BEING 896.27 FEET, MORE OR LESS, WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 383.96 FEET TO A POINT WHICH IS 794.75 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE AND 1600.35 FEET SOUTH OF SAID EAST AND WEST CENTER LINE OF SECTION 3; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO A POINT WHICH IS 729.01 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE AND 1651.07 FEET SOUTH OF SAID EAST AND WEST CENTER LINE OF SECTION 3; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 259 FEET TO ITS INTERSECTION WITH AFORESAID LINE 663.07 FEET WEST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTER LINE OF SECTION 3, SAID INTERSECTION BEING 1687.75 FEET SOUTH OF SAID EAST AND WEST CENTER LINE OF SECTION 3; THENCE SOUTH ALONG LAST DESCRIBED PARALLEL LINE TO THE POINT OF BEGINNING; THE THREE LAST MENTIONED COURSES BEING THE SOUTHWESTERLY AND WESTERLY BOUNDARY LINES OF THE PREMISES CONVEYED BY THE FIRST NATIONAL BANK OF CHICAGO TO THE THEN TRUSTEES OF THE CENTRAL MANUFACTURING DISTRICT BY AFOREMENTIONED DEED DATED DECEMBER 15, 1950 AND RECORDED AS DOCUMENT NO. 15037241;

PARCEL 6:

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON APRIL 29, 1897 IN BOOK 67 OF PLATS PAGE 44 AS DOCUMENT 2530529, BOUNDED AND DESCRIBED AS FOLLOWS: :

BEGINNING AT A POINT ON EAST LINE OF MOLIN AVENUE 1666.32 FEET SOUTH OF THE EAST AND WEST CENTER LINE OF SECTION; THENCE WEST 855.90 FEET; THENCE NORTHWESTERLY ON A CURVED LINE CONVEX SOUTHWEST HAVING A RADIUS OF 326.85 FEET, 131.21 FEET TO POINT 1640.34 FEET SOUTH OF SAID EAST AND WEST CENTER LINE AND 680.53 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE; THENCE NORTHWESTERLY ON A CURVED LINE CONVEX SOUTHWEST HAVING A RADIUS OF 755.49 FEET, 65.92 FEET TO POINT 1611.96 FEET SOUTH OF SAID EAST AND WEST CENTER LINE AND 739.85 FEET WEST OF NORTH AND SOUTH CENTER LINE; THENCE NORTHWESTERLY ON A CURVED LINE CONVEX SOUTHWEST HAVING A RADIUS OF 310.62 FEET, 267.89 FEET TO ITS INTERSECTION WITH THE EAST LINE OF THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY AT A POINT 1405.38 FEET SOUTH OF EAST AND WEST CENTER LINE; THENCE SOUTHERLY ON THE EAST LINE SAID RAILROAD TO A POINT 1489.94 FEET SOUTH OF EAST AND WEST CENTER LINE AND 896.27 FEET WEST OF THE NORTH AND SOUTH CENTER LINE; THENCE SOUTHEASTERLY ON A CURVED LINE CONVEX SOUTHWESTERLY HAVING A RADIUS OF 383.96 FEET TO POINT 1600.35 FEET SOUTH OF THE EAST AND WEST CENTER LINE AND 794.75 FEET WEST OF THE NORTH AND SOUTH CENTER LINE; THENCE SOUTHEASTERLY ON A CURVED LINE CONVEX SOUTHWESTERLY HAVING A RADIUS OF 330.62 FEET, SOUTH 54.24 FEET TO A POINT 1629.62 FEET SOUTH OF SAID EAST AND WEST CENTER LINE AND 749.33 FEET WEST OF THE NORTH AND SOUTH CENTERLINE; THENCE SOUTHEASTERLY ON A CURVED LINE CONVEX SOUTHWEST HAVING A RADIUS OF 775.49 FEET, 67.62 FEET TO A POINT 1658.75 FEET SOUTH OF THE EAST AND WEST CENTER LINE AND 688.44 FEET WEST OF THE NORTH AND SOUTH CENTER LINE; THENCE SOUTHEASTERLY ON A CURVED LINE CONVEX SOUTHWEST HAVING A RADIUS OF 346.85 FEET, 67.20

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FEET TO A POINT 1678.87 FEET SOUTH OF SAID EAST AND WEST CENTER LINE AND 624.57 FEET WEST OF THE NORTH AND SOUTH CENTER LINE; THENCE SOUTHEASTERLY ON A CURVED LINE CONVEX SOUTHWEST HAVING A RADIUS OF 346.85 FEET, 72.04 FEET TO A POINT 1686.32 FEET SOUTH OF EAST AND WEST CENTER LINE AND 553.09 FEET WEST OF NORTH AND SOUTH CENTER LINE; THENCE EASTERLY ON A LINE 1686.32 FEET SOUTH OF AND PARALLEL TO EAST AND WEST CENTER LINE TO A POINT 51.93 FEET EAST OF NORTH AND SOUTH CENTER LINE; THENCE SOUTHEASTERLY TO A POINT ON THE WEST LINE OF KOLIN AVENUE 1699.32 FEET SOUTH OF THE EAST AND WEST CENTER LINE; THENCE EAST TO A POINT IN THE EAST LINE OF KOLIN AVENUE; THENCE NORTH TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THAT PART OF THE LAND FALLING IN KOLIN AVENUE), IN COOK COUNTY, ILLINOIS;

## PARCEL 7:

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2, AND THAT PART OF THE NORTHWEST 1/4, LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, IN BOOK 67 OF PLATS, PAGE 44, ON APRIL 29, 1897, AS DOCUMENT NUMBER 2530529, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE 250.07 FEET WEST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3 WITH A LINE 358.55 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 3; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE TO A POINT OF CURVE WHICH IS 550.41 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 312.93 FEET AND BEING TANGENT TO LAST DESCRIBED LINE AT SAID POINT OF CURVE, AN ARC DISTANCE OF 104.61 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 883.18 FEET AND HAVING A COMMON TANGENT LINE WITH THE LAST DESCRIBED CURVED LINE AT SAID POINT OF COMPOUND CURVE, AN ARC DISTANCE OF 77.03 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 311.12 FEET AND HAVING A COMMON TANGENT WITH THE LAST DESCRIBED CURVED LINE AT SAID POINT OF COMPOUND CURVE, AN ARC DISTANCE OF 286.65 FEET MORE OR LESS TO ITS INTERSECTION WITH THE WESTERLY BOUNDARY LINE AT THIS POINT, OF THE PARCEL OF LAND CONVEYED BY THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY TO THE FIRST NATIONAL BANK OF CHICAGO BY DEED DATED MARCH 6, 1951, AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON MARCH 8, 1951, IN BOOK 46556 AT PAGE 458 AS DOCUMENT NO. 15026337; THENCE NORTH ALONG LAST DESCRIBED LINE A DISTANCE OF 14.1 FEET MORE OR LESS TO ITS INTERSECTION WITH A LINE 2032.32 FEET SOUTH OF AND PARALLEL WITH THE EAST AND WEST CENTER LINE OF SAID SECTION 3; THENCE EAST ALONG LAST DESCRIBED PARALLEL LINE A DISTANCE OF 648.33 FEET MORE OR LESS TO ITS INTERSECTION WITH SAID LINE WHICH IS 250.07 FEET WEST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3; THENCE SOUTH ALONG LAST DESCRIBED PARALLEL LINE A DISTANCE OF 274.24 FEET MORE OR LESS TO THE POINT OF BEGINNING;

## PARCEL 8:

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4, LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE

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SCHEDULE A (CONTINUED)

ORDER NO.: 1401 007586847 D1

OFFICE OF RECORDER OF COOK COUNTY, ILLINOIS, IN BOOK 67 OF PLATS, PAGE 44, ON APRIL 29, 1897, AS DOCUMENT NO. 2530529, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE 265.07 FEET WEST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3 WITH A LINE 2032.32 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTER LINE OF SAID SECTION 3; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE A DISTANCE OF 633.33 FEET MORE OR LESS TO THE WESTERLY BOUNDARY LINE AT THIS POINT OF THE PARCEL OF LAND CONVEYED BY THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY TO THE FIRST NATIONAL BANK OF CHICAGO BY DEED DATED MARCH 6, 1951, AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON MARCH 8, 1951, IN BOOK 46556, AT PAGE 458, AS DOCUMENT NO. 15026337; THENCE NORTHERLY 66 FEET ALONG LAST DESCRIBED LINE TO ITS INTERSECTION WITH A LINE 1966.32 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTER LINE OF SAID SECTION 3; THENCE EAST ALONG LAST DESCRIBED PARALLEL LINE A DISTANCE OF 633.07 FEET MORE OR LESS TO ITS INTERSECTION WITH THE SAID LINE 265.07 FEET WEST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3; THENCE SOUTH 66 FEET ALONG LAST DESCRIBED PARALLEL LINE TO THE POINT OF BEGINNING;

PARCEL 9:

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS IN BOOK 67 OF PLATS, PAGE 44 ON APRIL 29, 1897, AS DOCUMENT NO. 2530529 BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE 230.07 FEET WEST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3, WITH A LINE 2032.32 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTER LINE OF SAID SECTION 3, THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 35 FEET MORE OR LESS TO THE EASTERLY BOUNDARY LINE OF A PARCEL OF LAND CONVEYED BY DOCUMENT 18189635 RECORDED JUNE 15, 1961; THENCE NORTHERLY ALONG THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH A LINE 1966.32 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTER LINE OF SAID SECTION 3; THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 35 FEET MORE OR LESS TO ITS INTERSECTION WITH SAID LINE 230.07 FEET WEST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3; THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE TO THE POINT OF BEGINNING.

4532 S. Kolin Ave  
Chicago, IL

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