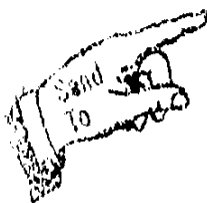


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790001 TRAN 2204 01/24/96 17:48:00
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COOK COUNTY RECORDER

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York
Attention: Managing Partner-
Real Estate (AAL)



ASSIGNMENT OF LEASES AND RENTS

5/50

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), made as of the 24 day of January, 1996, by SKW REAL ESTATE LIMITED PARTNERSHIP, a Delaware limited partnership, having an office at 100 Crescent Court, Suite 1000, Dallas, Texas 75201 ("Assignor"), to GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, having an office at 292 Long Ridge Road, Stamford, Connecticut 06927 ("Assignee").

W I T N E S S E T H

WHEREAS, Assignor is the owner of certain real property with the buildings and improvements thereon, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, Assignor and Assignee have entered into a Loan Agreement, dated as of January 24, 1996 (as at any time amended, modified or supplemented, the "Loan Agreement") pursuant to which Assignee has agreed to make a loan (the "Loan") to Assignor. The Loan is evidenced by that certain Promissory Note (the "Note"), dated as of January __, 1996, from Assignor, as maker, to Assignee, as payee. The Loan is secured by, among other things, (i) that certain Security Agreement and Pledge of Mortgage Loans and Mortgage Loan Documents, dated as of January 24, 1996, between Assignor

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10120 MEIL Homewood/Park Place

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and Assignee (the "Mortgage Pledge Agreement"), and (ii) the First Deed of Trust and Security Agreement, of even date herewith, from Assignor, as grantor, to Assignee, as beneficiary (the "Deed of Trust"); and

WHEREAS, as further inducement for Assignee to make the Loan, Assignor has agreed to execute and deliver to Assignee this Assignment.

NOW THEREFORE, in consideration of the foregoing premises and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration paid by Assignee to Assignor, the mutual receipt and legal sufficiency of which are hereby acknowledged, and to better secure the payment to Assignee of (i) all monies which may be or become due and payable to Assignee under the Note, Deed of Trust, Loan Agreement and any other documents executed in connection with the Loan (collectively, the "Loan Documents"), and (ii) all monies which may be advanced by Assignee on behalf of Assignor under the terms of the Loan Agreement, Assignor hereby agrees as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

2. Subject to Section 3(b) hereof, Assignor hereby grants, transfers, bargains, sells, assigns, conveys, and sets over unto Assignee, its successors and assigns, from and after the date hereof (including any period allowed by law for redemption after any foreclosure or other sale), primarily and on a parity with the Property, and not secondarily, all right, title and interest of Assignor in and to (i) all leases, subleases, licenses, concessions and other occupancy agreements which now or may hereafter affect the Property or any part or parts thereof and all guarantees, modifications, renewals and extensions thereof and security deposits or other security therefor (collectively, the "Leases"), and (ii) all documents and instruments made or hereafter made in respect of the Leases, together with all of the rents, income, revenues, issues and profits, due and to become due or to which Assignor is now or may hereafter become entitled, arising out of the Leases or the Property or any part or parts thereof (collectively, the "Profits").

3. (a) Assignor further gives and grants unto Assignee the power and authority, exercisable only during

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the continuance of an Event of Default, to (collectively, the "Rights"):

(i) enter upon and take possession of the Property and manage the same;

(ii) enforce, modify, cancel or accept a surrender of any or all of the Leases;

(iii) (A) demand, collect, sue for, attach, levy, recover, receive, compromise, and (B) adjust and make, execute, and deliver receipts and releases for, Profits which may be or may hereafter become due, owing or payable from any present or future lessees, sublessees, licensees, concessionaires or other occupants of the Property or any part thereof (the "Lessees");

(iv) receive, endorse and deposit for collection in the name of Assignor or Assignee any checks, promissory notes or other evidences of indebtedness, whether made payable to Assignor or Assignee, which are given in payment or on account of rent for the Property or any part or parts thereof, or by way of compromise or settlement of any indebtedness for such rents;

(v) give acquittances for rents received;

(vi) institute, prosecute, settle or compromise any summary or other proceedings for the recovery of the Profits or for removing any and all of the Lessees;

(vii) institute, prosecute, settle or compromise any proceedings for the protection of the Property, for the recovery of any damage done to the Property or for the abatement of any nuisance thereon or thereabouts;

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(viii) defend, settle or compromise any legal proceedings brought, or claims made against, Assignee or its agents, employees or servants which may affect the Property, and, at the option of Assignee, defend, settle or compromise any claims made or legal proceedings brought against Assignor which may affect the Property or any part thereof;

(ix) lease or rent the Property or any part thereof for such time and at such rentals as Assignee, in its sole discretion, may deem advisable;

(x) make any changes or improvements, structural or otherwise, on, in or to the Property or any part thereof which Assignee may deem necessary or expedient for the leasing, renting or preservation thereof;

(xi) keep and maintain the Property in tenantable and rentable condition and in a good state of repair;

(xii) purchase such equipment and supplies as may be necessary or desirable in the opinion of Assignee for use in connection with the operation of the Property;

(xiii) pay, from and out of the Profits collected by Assignee hereunder, or from or out of any other funds, all taxes, assessments, water charges, sewer rents, and other governmental charges levied, assessed or imposed against the Property or any part thereof, and any and all other charges, costs and expenses which Assignee may deem necessary or advisable to pay in connection with the management and operation of the Property (including, without limitation, brokers' fees and any interest, principal and other payments due on any and all loans secured by deeds of trust on

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the Property, including the Deed of Trust);

(xiv) contract for and purchase such insurance as Assignee may deem advisable or necessary for the protection of Assignee and the Property, including, without limitation, fire, general liability, boiler, plate glass, rent, demolition and worker's compensation insurance;

(xv) execute and comply with all laws, rules, orders, ordinances and requirements of the United States, the state in which the Property is located and any political subdivision thereof, and any agency, department, bureau, board, commission or instrumentality of any of them (collectively, "Governmental Authorities"), and remove any and all violations which may be filed against the Property;

(xvi) enforce, enjoin or restrain the violation of any of the terms, provisions and conditions of the Leases; and

(xvii) do anything and everything which Assignor could or would do which might increase the Profits or which might diminish the expense of operating the Property, whether herein expressly authorized or not, and in all respects act in the place and stead of Assignor and have all of the powers as owner as possessed by Assignor for the purposes aforesaid.

(b) During the continuance of an Event of Default, all of the Rights may be executed by Assignee or by its agents, servants or attorneys, in the name of Assignee or in the name of Assignor, and in such manner as Assignee, its agents, servants, or attorneys consider to be necessary, desirable, expedient, or appropriate; provided, however, that under no circumstances shall Assignee be under any obligation to exercise any of the foregoing rights and shall

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not, in any manner, be liable to Assignor or any other party for failure to exercise such powers and rights. Notwithstanding anything to the contrary herein or in the other Loan Documents, Assignee grants to Assignor a license, revocable at any time during the continuance of an Event of Default after five (5) days' written notice to Assignor thereof, to collect all of the Profits and to retain, use and enjoy the same, and otherwise exercise any and all of the Rights.

4. Subject to Section 3 hereof, Assignee shall have the right to receive, use and apply the Profits collected and received by it under this Assignment in accordance with the terms of the Loan Agreement and the other Loan Documents.

5. Assignor hereby irrevocably constitutes and appoints Assignee its true and lawful attorney, to undertake and execute any or all of the powers described herein with the same force and effect as if undertaken or executed by Assignor, and, subject to the exception in Section 6 hereof, Assignor hereby ratifies and confirms any and all things done or omitted to be done by Assignee, its agents, servants, employees or attorneys in, to or about the Property.

6. Assignee shall not in any way be liable to Assignor for any act done or anything omitted to be done by it in good faith in connection with the management of the Property, except for the consequences of the gross negligence or willful misconduct of Assignee or its agents, servants, employees or attorneys. Assignee shall be accountable to Assignor only for monies actually received by it pursuant to this Assignment.

7. It is understood and agreed that nothing contained in this Assignment shall prejudice or be construed to prejudice the right of Assignee under any of the Loan Documents, without notice, to institute, prosecute and compromise any action which it would deem advisable to protect its interest in the Property, including an action to foreclose the Deed of Trust, and in such action, to move for the appointment of a receiver of the Profits in the manner set forth herein, or prejudice any rights which Assignee shall have by virtue of any default under any of the Loan Documents. This Assignment shall survive, however, the commencement of any such action and shall continue in full

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force and effect in the event of any foreclosure action until a sale of the Property shall be had thereunder.

8. Assignor agrees to indemnify and hold Assignee harmless from and against any and all liability, loss, damage, cost and expense, including reasonable attorneys' fees and disbursements, which it may or shall incur under any of the Leases, or by reason of this Assignment, or by reason of any action taken by Assignee hereunder, and from and against 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 and conditions contained in any of the Leases, except for all liability, loss, damage, claims, costs and expenses arising from acts or omissions of Assignee after Assignee forecloses on or during the time that it holds possession of the Property. Should Assignee incur any such liability, loss, damage, cost or expense, the amount thereof, together with interest thereon from the date such amount was suffered or incurred by Assignee until the same is paid by Assignor to Assignee, at the rate of interest specified in Section 2.4(b) of the Loan Agreement ("Applicable Rate"), shall be payable by Assignor to Assignee immediately upon demand, or at the option of Assignee, Assignee may reimburse itself therefor out of any Profits collected by Assignee. Assignor agrees that any such charge shall not be deemed to be additional interest or a penalty, but shall be deemed to be liquidated damages because of the difficulty in computing the actual amount of damages in advance; provided, however, that any sums collected by Assignee as liquidated damages, as aforesaid, which are held to be interest in excess of the maximum rate permitted by law, shall be deemed a payment in reduction of the principal sum then outstanding under the Note and Deed of Trust and shall be so applied. Nothing contained herein shall operate or be construed to obligate Assignee to perform any of the terms, covenants or conditions contained in the Leases or otherwise to impose any obligation upon Assignee with respect to any of the Leases.

9. Upon request of Assignee, Assignor shall execute and deliver to Assignee, such further instruments as Assignee may deem necessary to effectuate this Assignment and the covenants of Assignor contained herein provided that the license contained in Section 3(b) is not impaired by such instrument. Assignor, at its sole cost and expense, shall cause such further instruments to be recorded in such manner and in such places as may be required by Assignee.

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10. Assignor shall pay all recording and filing fees in respect of this Assignment and any agreements, instruments and documents made pursuant to the terms hereof or ancillary hereto, as well as any and all taxes which may be due and payable on the recording of this Assignment and any taxes hereafter imposed on this Assignment other than income or franchise taxes. Should Assignor fail to pay the same, all such recording and filing fees and taxes may be paid by Assignee on behalf of Assignor and the amount thereof, together with interest at the Applicable Rate, shall be payable by Assignor to Assignee immediately upon demand, or at the option of Assignee, Assignee may reimburse itself therefor out of the Profits collected by Assignee. Assignor agrees that any such charge shall not be deemed to be additional interest or a penalty, but shall be deemed to be liquidated damages because of the difficulty in computing the actual amount of damages in advance; provided, however, that any sums collected by Assignee as liquidated damages, as aforesaid, which are held to be interest in excess of the maximum rate permitted by law, shall be deemed a payment in reduction of the principal sum then outstanding under the Note and Deed of Trust and shall be so applied.

11. During the continuance of an Event of Default, Assignee shall be entitled to the appointment of a receiver for the Property, without notice to Assignor.

12. Failure of Assignee to avail itself of any of the terms, covenants and conditions of this Assignment shall not be construed or deemed to be a waiver of any of its rights hereunder. The rights and remedies of the Assignee under this Assignment are cumulative and are not in lieu of but are in addition to, and shall not be affected by the exercise of, any other rights and remedies which Assignee shall have under or by virtue of law or equity, the Loan Documents (collectively, the "Other Rights"). The rights and remedies of Assignee hereunder may be exercised concurrently with any of the Other Rights.

13. Upon termination of this Assignment as hereinbefore provided or upon payment of the Release Price and the fulfillment of all the terms of Section 8.1 of the Loan Agreement, as such terms relate to the Property, this Assignment and the authority and powers herein granted by Assignor to Assignee shall cease and terminate, and, in that event, Assignee shall (i) execute and deliver to Assignor such instrument or instruments effective to evidence the termination of this Assignment (including, without

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limitation, appropriate UCC-3 termination statements terminating any financing statements that may have been filed by Assignee) and the reassignment to Assignor of the rights, powers and authorities granted herein, and (ii) deliver to Assignor any monies held by Assignee for the benefit of Assignor. Assignor agrees that upon termination of this Assignment it shall assume payment of all unmatured or unpaid charges, expenses or obligations incurred or undertaken by Assignee in connection with the management of the Property and Assignor shall assume all such charges, expenses and obligations and shall give Assignee security therefor, which assumption and security shall be satisfactory in form and substance to Assignee.

14. All of the covenants, agreements and provisions in this Assignment by or for the benefit of Assignor or Assignee shall bind and inure to the benefit of their respective successors and assigns.

15. Nothing in this Assignment shall be construed to give to any person other than Assignee and its successors and assigns any legal or equitable right, remedy or claim under this Assignment and this Assignment shall be held to be for the sole and exclusive benefit of Assignee and its successors and assigns.

16. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by another, or whenever any of the parties desires to give or serve upon another any communication with respect to this Assignment, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and either shall be delivered in person with receipt acknowledged by a nationally recognized overnight delivery service (such as Federal Express), or by registered or certified mail, return receipt requested, postage prepaid, or telecopied and confirmed by telecopy answerback addressed as follows:

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(a) If to Assignee at:

General Electric Capital Corporation
c/o General Electric Capital Realty Group
13355 Noel Road, Suite 400 2000
Dallas, Texas 75240
Attention: Mr. David Martindale
Telecopy Number: (214) 447-2660 960-1365

With copies to:

General Electric Capital Corporation
292 Long Ridge Road
Stamford, Connecticut 06927
Attention: Kevin L. Korsh, Esq.
Telecopy Number: (203) 357-6364

and

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attention: Alan A. Lascher, Esq.
Telecopy Number: (212) 310-8007

(b) If to Assignor at:

SKW REAL ESTATE LIMITED PARTNERSHIP
100 Crescent Court
Suite 1000
Dallas, Texas 75201
Attention: Angie Madison
Telecopy Number: (214) 855-6305

with copies to:

J.E. Roberts Companies
Daniel Ward
1650 Tysons Boulevard
Suite 1600
McLean, Virginia 22102
Attention: Daniel Ward, Esq.
Telecopy Number: (703) 714-8102

and to :

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Sullivan & Cromwell
125 Broad Street
New York, New York 10004
Attention: Anthony J. Colletta, Esq.
Telecopy Number: (212) 558-3588

or at such other address as may be substituted by notice given as herein provided. The giving of any notice required hereunder may be waived in writing by the party entitled to receive such notice. Every notice, demand, request, consent, approval, declaration or other communication hereunder shall be deemed to have been duly given or served on the date on which personally delivered, with receipt acknowledged, telecopied and confirmed by telecopy answerback, or the next business day if sent by a nationally recognized courier service, or three (3) Business Days (as such term is defined in the Loan Agreement) after the same shall have been deposited in the United States mail. Failure or delay in delivering copies of any notice, demand, request, consent, approval, declaration or other communication to the persons designated above to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

17. Except as otherwise provided in the Loan Agreement, the Lender's recourse shall be limited to the Collateral and no partners of Borrower or any of their Affiliates or their affiliated companies, officers, directors, shareholders or any other Person, disclosed or undisclosed, shall be personally liable for the repayment of any of the Obligations.

18. This Assignment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

19. THIS ASSIGNMENT SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED WITHOUT REGARD TO PRINCIPLES OF CONFLICTS, EXCEPT THAT THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS) SHALL GOVERN THE RESOLUTION OF ISSUES ARISING UNDER THE LOAN AGREEMENT TO THE EXTENT THAT SUCH RESOLUTION IS NECESSARY TO THE INTERPRETATION OF THIS ASSIGNMENT.

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20. If there shall be any inconsistencies between the terms, covenants, conditions and provisions set forth in this Assignment and the terms, covenants, conditions and provisions set forth in the Loan Agreement, then, unless this Assignment expressly provides otherwise, the terms, covenants, conditions and provisions of the Loan Agreement shall prevail.

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04/19/2008

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

ASSIGNOR:

SKW REAL ESTATE LIMITED PARTNERSHIP, a Delaware limited partnership, by its duly authorized general partner

By: WSK GEN-PAR, INC., a Delaware corporation, by its duly authorized officer, a general partner

By: 
Name: DAVID WEIL
Title: VICE PRES.

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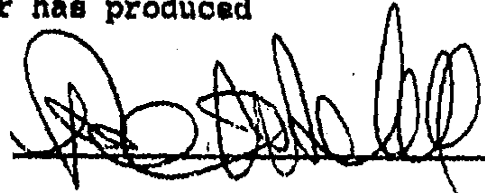
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STATE OF NEW YORK)

COUNTY OF NEW YORK)

This instrument was acknowledged before me this 22 day of January, 1996 by David Weil, the VP of WSK GEN-PAR, INC., a Delaware corporation and the general partner of SKW REAL ESTATE LIMITED PARTNERSHIP, a Delaware limited partnership, on behalf of said limited partnership. He/she is personally known to me or has produced Driver's license as identification.

(S E A L)



Notary Public in and for the State of _____

My Commission Expires: _____

Print Name of Notary: _____

PETER A SCHELL
Notary Public, State of New York
No 31-4959966
Qualified in New York County
Commission Expires Dec 18, 1997

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COOK COUNTY CLERK
JANUARY 1, 2014
ATTORNEY GENERAL
JANUARY 1, 2014

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10170	MELL	Homewood/Park Place
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EXHIBIT A

LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 IN PARK PLACE PLAZA RESUBDIVISION BEING A RESUBDIVISION OF THE PARK PLACE PLAZA, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 28, 1988 AS DOCUMENT NO. 88546282, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 19, 1995 AS DOCUMENT NUMBER 95229596 EXCEPT:

ALL OF LOT 4 AND THAT PART OF LOT 1 IN PARK PLACE PLAZA, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 28, 1988 AS DOCUMENT NUMBER 88546282, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 692.27 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 376.44 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 6.12 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 258.56 FEET, TO A POINT ON THE EAST LINE OF LOT 3 IN SAID SUBDIVISION; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 243.16 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 235.00 FEET, TO A POINT ON THE WEST LINE OF SAID LOT 1, BEING A COMMON LINE WITH THE EAST RIGHT-OF-WAY LINE OF HALSTED STREET (70 FEET WIDE); THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 185.00 FEET TO THE SOUTHWEST CORNER OF LOT 6 IN SAID SUBDIVISION; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ON THE SOUTH LINE OF SAID LOT 6 AND SAID LINE EXTENDED EAST, A DISTANCE OF 259.00 FEET TO A POINT ON THE WEST LINE OF AFORESAID LOT 4 IN SAID SUBDIVISION; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ON THE WEST LINE OF SAID LOT 4, A DISTANCE OF 26.29 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ON THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 576.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ON THE EAST LINE OF SAID LOT 4, A DISTANCE OF 284.48 FEET TO THE NORTHEAST CORNER OF SAID LOT 4 AND THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 89 DEGREES 41 MINUTES 25 SECONDS EAST ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, AS CONTAINED IN THE PLAT RECORDED NOVEMBER 28, 1988 AS DOCUMENT NUMBER 88546282 AND EXCEPT:

THAT PART OF LOT 6 IN THE PARK PLACE PLAZA, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 28, 1988 AS DOCUMENT NUMBER 88546282, DESCRIBED AS FOLLOWS:

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BEING AT THE MOST NORTHERLY NORTHWEST CORNER OF LOT 6 AFORESAID;
THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 41 MINUTES 10 SECONDS
EAST ALONG THE NORTH LINE OF LOT 6, A DISTANCE OF 48.87 FEET; THENCE
SOUTH 63 DEGREES 41 MINUTES 11 SECONDS WEST, 55.78 FEET TO THE WEST
LINE OF LOT 5; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST
ALONG SAID WEST LINE 22.12 FEET TO THE SOUTHERLY NORTHWEST CORNER OF
LOT 5; THENCE NORTH 21 DEGREES 32 MINUTES 43 SECONDS EAST ALONG SAID
WEST LINE, 3.09 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY,
ILLINOIS, AS CONTAINED IN THE PLAT RECORDED NOVEMBER 28, 1988 AS
DOCUMENT NUMBER 88546282.

address: 175th & Halsted
Homewood, Ill

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29-33-100-039

29-33-100-040

29-33-100-041

29-33-100-042

29-33-100-043

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