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This Instrument Prepared
By and After Recording
Mail to:

Daniel R. Madock
Fox and Grove, Chartered
311 South Wacker Drive - Suite 6200
Chicago, Illinois 60606

96374643

DEPT-01 RECORDING \$39.50
T#0011 TRAN 1586 05/17/96 13:41:00
#0013 # RV *-96-374643
COOK COUNTY RECORDER

ASSIGNMENT OF LEASES AND RENTS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CHICAGO TRUST COMPANY, as Trustee under Trust Agreement dated April 2, 1996 and known as Trust Number 1101872, with a mailing address at 171 N. Clark Street, Chicago, Illinois 60601 (the "Assignor") grants, transfers, sets over and assigns to HIGHLAND COMMUNITY BANK, a national banking association, or its assignee with a mailing address at 1701 W. 87th Street, Chicago, Illinois 60620 (the "Assignee"), Assignor's entire interest in and to any and all leases, subleases, and any agreements for the use or occupancy of the Premises (as hereinafter defined), including all extensions, renewals, amendments and revisions thereof, now or hereafter existing (the "Leases"), and any and all rents, issues, deposits, income and profits, of and from that certain real estate located at 4901 S. Drexel, Chicago, Illinois, and more particularly described in Exhibit A, attached hereto and made a part hereof, and all buildings, structures and improvements now or hereafter erected thereon (collectively, the "Premises").

RECITALS

1.01 **Note.** Whereas, pursuant to that certain Adjustable Rate Mortgage Note (the "Note") dated the date of this Assignment in the principal amount of \$244,00.00 payable, along with interest as specified therein, has been or will be contemporaneously executed and delivered by Assignor to Assignee.

1.02 **This Assignment.** Whereas, as security for the payment and performance of the Note, including, without limitation, any extensions, amendments, modifications, substitutions, renewals or restatements of the Note, and payment and performance of all other obligations of Assignor under the Documents (all of the indebtedness liabilities and obligations referenced in this Section 1.02 shall be collectively referred to as the "Obligations"), Assignor has agreed to execute and deliver to Assignee this Assignment (the "Assignment").

THIS ASSIGNMENT OF LEASES AND RENTS IS GIVEN TO SECURE:

- (a) Payment and performance by Assignor of the Obligations and performance by Assignor of each and every of the covenants, terms, conditions and agreements contained in Note and the Documents (defined below);
- (b) Any extensions, amendments, modifications, substitutions or renewals of the Note;
- (c) Observance and performance by Assignor of each and every of the covenants, terms, conditions and agreements contained in this Assignment;
- (d) Reimbursement of Assignee for and of all sums expended or advanced by Assignee pursuant to the terms and provisions of or constituting additional indebtedness under or secured by (with interest thereon as provided therein), and payment by Assignor of the indebtedness evidenced by, and observance and performance by Assignor of each and every of the covenants, terms, conditions and agreements contained in:
 - (i) the Documents; and

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- (ii) that certain Mortgage (the "Mortgage") from Assignor to Assignee, executed by Assignor and delivered to Assignee simultaneously with the execution and delivery of this Assignment;
- (c) Reimbursement of Assignee for and of all costs, expenses and damages incurred or suffered by Assignee after the occurrence of an event of default under the provisions of Section 4 of this Assignment to take and retain possession of the Premises; manage the Premises and collect the rents, issues, income and profits thereof including, without limitation, reasonable salaries, fees and wages of a managing agent and such other employees as Assignee may deem necessary or desirable, and reasonable attorneys' fees; to operate and maintain the Premises, including, without limitation, taxes, charges, claims, assessments, water rents, sewer rents, other liens, and premiums for any insurance which Assignee may deem necessary; and to make any reasonable alterations, renovations, repairs or replacements of or to the Premises which Assignee may deem necessary to preserve the security, together with interest thereon as provided herein;
- (f) Reimbursement of Assignee for and of all sums expended by Assignee pursuant to Section 5 hereof to make any payment or do any act required herein of Assignor, together with interest thereon as provided herein; and
- (g) Reimbursement of Assignee for and of all sums with respect to which Assignee is indemnified pursuant to Section 7 hereof, together with interest thereon as provided herein.

AND ASSIGNOR HEREBY COVENANTS, AGREES,
REPRESENTS AND WARRANTS AS FOLLOWS:

1. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee that:
 - (a) This Assignment, as executed by Assignor, constitutes a legal and binding obligation of Assignor enforceable in accordance with its terms and provisions;
 - (b) As to each Lease now existing:
 - (i) such Lease is in full force and effect and is valid and enforceable according to its terms and the tenants thereunder are duty bound thereby; and
 - (ii) Assignor has completed its obligations to date under such Lease and is not now in default thereunder;
 - (c) Except as expressly advised otherwise by Assignor in writing on the date of execution of this Assignment and as to each Lease now existing:
 - (i) accruals and payments under such Lease are made for the full rent thereunder unless otherwise provided in the Lease;
 - (ii) the tenants under such Lease do not now have any defenses or offsets to the payment of rent or other covenants or obligations undertaken by the tenants thereunder;
 - (iii) the tenants under such lease have not made, nor has Assignor accepted, any payments of rent more than 30 days in advance thereunder;
 - (iv) the tenants under such Lease have performed all of their obligations to date under the terms thereof and are not now in default thereunder;
 - (v) no event has occurred and is continuing, and no condition exists which, after passing of time or giving of notice, or both, would constitute a default under such Lease by Assignor or, to the best knowledge of Assignor, the tenants thereunder; and
 - (vi) Assignor has not waived, reduced, excused, discounted or otherwise discharged or compromised any obligation including, without limitation, the obligation to pay rent, under such Leases;

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- (d) Assignor has title to the Premises, subject only to this Assignment and as permitted under the Documents;
- (e) Assignor has not heretofore made any other assignment of its entire or any part of its interest in and to any or all of the Leases, or any or all of the rents, issues, income or profits assigned hereunder which is now outstanding or enforceable, or 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 which is now outstanding or enforceable; and
- (f) Assignor has not heretofore executed any instrument or performed any act which may or might prevent Assignee from operating under any of the terms and provisions hereof or which would limit Assignee in such operation.
2. **Covenants of Assignor.** Assignor covenants and agrees that, so long as this Assignment shall be in effect:
- (a) Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by Assignor, and shall not do or suffer to be done anything to impair the security thereof, or without the express written consent of Assignee: (i) to release the liability of any tenant thereunder; (ii) to permit any tenant thereunder to withhold the payment of rent or to make monetary advances and offset the same against future rentals; (iii) to permit any tenant thereunder to claim a total or partial eviction; or (iv) to permit any tenant thereunder to terminate or cancel any Lease;
- (b) Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than 30 days in advance of the time when the same shall become due except for security or similar deposits;
- (c) Assignor shall not hereafter 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 without the prior written consent of Assignee;
- (d) Assignor shall not hereafter agree to subordinate any of the Leases or its right to receive any of the rents, issues, income or profits assigned hereunder to any mortgage or other encumbrance now or hereafter affecting the Premises;
- (e) Assignor shall not, without the prior written consent of Assignee obtained in each instance, except as provided in the Mortgage, agree, enter into or consent to any new lease, or any extension, modification, assignment, cancellation or termination of any then existing lease or sublease or occupancy agreement that affects the Premises nor accept prepayment for installments of more than one month of rent to become due under any Lease;
- (f) 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, without the prior written consent of Assignee;
- (g) Assignor shall not waive or excuse the obligation to pay rent under any Lease if such waiver or excuse is not consistent with good business and property management practices;
- (h) Assignor shall enforce the Lease and all rights and remedies of Assignor thereunder in case of default thereunder by any tenant if consistent with good business and property management practices;
- (i) Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, growing out of or in any manner connected with any Lease or the obligations, duties or liabilities of Assignor or any tenant or guarantor thereunder, and shall pay all costs and expenses of Assignee, including attorneys' fees, in any such action or proceeding in which Assignee may appear;
- (j) Assignor shall give prompt notice to Assignee of any notice of default on the part of Assignor with respect to any Lease received from any tenant or guarantor thereunder; and

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- (k) Assignor shall enforce the observance and performance of each and every covenant, term, condition and agreement contained in each and every Lease to be observed and performed by the tenant thereunder if consistent with good business and property management practices.

3. **Rights Prior to Default.** So long as Assignor is not in default hereunder, Assignor shall have the right to collect at the time, but not more than 30 days in advance of the date provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

4. **Events of Default.** The following shall constitute "Events of Default" for purposes of this Assignment but only after the expiration of grace periods and passage of time to cure defaults as set forth in the Mortgage:

- (a) Assignor shall default for a period of 5 days in the Payment when due of any amount due and owing to Assignee under the Note;
- (b) Except for the Default set forth in clause (a) above, a default (and continuance thereof for 5 business days after written notice thereof to Assignor by Assignee) in the payment of any other amount due and owing by Assignor pursuant to the Note, this Assignment, that certain Mortgage dated the date hereof, granted by Assignor to Assignee (the "Mortgage"), or pursuant to any other document, agreement, note, assignment or instrument relating to any of the aforesaid (collectively, the "Documents");
- (c) Any representation or warranty made by Assignor contained in the Documents shall at any time prove to have been incorrect in any material respect when made;
- (d) Assignor shall default in the performance or observance of any term, covenant, condition or agreement to be performed by Assignor under the Documents (not constituting a Default under any other clause of this Section 4), and such default shall continue unremedied for 20 days after written notice thereof shall have been given by Assignee to Assignor;
- (e) Either: (i) Assignor shall become insolvent or generally fail to pay, or admit in writing their inability to pay, debts as they become due, or a proceeding under any bankruptcy, reorganization, arrangement of debt, insolvency, readjustment of debt or receivership law or statute is filed by or against Assignor or Assignor makes an assignment for the benefit of creditors; provided, however, pursuant to this clause (e) due to an involuntary bankruptcy case, proceeding or petition filed against Assignor unless such involuntary case, proceeding or petition shall not have been dismissed or withdrawn within 60 days after the date of such involuntary filing; or (ii) corporate or other action shall be taken by Assignor, for the purpose of effectuating any of the foregoing;
- (f) If notice is given that any portion of the Premises is subject to levy, attachment, seizure, or confiscation or material uninsured loss, which uninsured loss is reasonably expected by Assignee to exceed \$50,000.00; provided, however, that the deductible amount of any insurance policy currently in effect on the Premises shall not be considered an uninsured loss pursuant to this subparagraph;
- (g) Subject to any applicable cure or notice periods, Assignor shall default in the payment when due of any principal of or interest on any indebtedness for money borrowed or guaranteed by Assignor or in the payment when due, or in the performance or observance of, any material obligation of, or condition agreed to by, Assignor with respect to any purchase or lease of any real or personal property or services;
- (h) Assignor shall be dissolved or otherwise cease to be a valid legal entity, whether voluntarily or involuntarily;
- (i) Any individual Assignor shall die;
- (j) Assignee, in good faith, deems itself reasonably insecure for any reason due to any material adverse change in the business, assets or liabilities, financial conditions, results or business prospects of Assignor; or
- (k) Any default or event of default (howsoever such terms are defined) under the Note or any of the Documents shall occur.

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5. **Rights and Remedies Upon Default.** At any time upon or following the occurrence of any one or more Events of Default under the provisions of Section 4 of this Assignment, Assignee may, at its option and without any obligation to do so, without in any way waiving such Event or Events of Default, without notice or demand on Assignor, without regard to the adequacy of the security for the obligations secured hereby and without releasing Assignor from any obligation hereunder:

- (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, renovations, repairs or replacements thereto and 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;
- (c) Either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittance for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all Assignor's rights therein and thereunder, provided that, for such purpose, 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 provided, further, that Assignor will 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 rents and other amounts to Assignee, provided that any action taken by Assignee under this Section 5 shall not result in additional liability of Assignor to third parties;
- (d) Make any payment or do any act required herein of Assignor 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" as defined in the Note which evidences the loan, and shall be secured by this Assignment, and
- (e) Exercise all other rights and remedies of Assignee pursuant to this Assignment and under applicable law.

All rights and remedies of Assignee pursuant to this Assignment shall be and are severable and cumulative.

6. **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 under the provisions of Section 4 of this Assignment shall be applied as follows:

- (a) First, to reimbursement of Assignee for and of all expenses to take and retain possession of the Premises; to manage the Premises and collect the rents, issues, income and profits thereof, including, but not limited to, salaries, fees and wages of a managing agent and such other employees as Assignee may deem reasonably necessary and proper, and reasonable attorneys' fees; to operate and maintain the Premises, including, but not limited to, taxes, charges, claims, assessments, water rents, sewer rents, other liens and premiums for any insurance provided in the Mortgage; and of all alterations, renovations, repairs or replacements of or to the Premises which Assignee may deem reasonably necessary and proper, with interest thereon at the Default Rate;
- (b) Second, to the reimbursement of Assignee for and of all sums expended by Assignee pursuant to Section 5 hereof to make any payment or do any act required herein of Assignor, together with interest thereon as provided herein;
- (c) Third, to reimbursement of Assignee for and of all other sums with respect to which Assignee is indemnified pursuant to Section 7 hereof, together with interest thereon as provided herein;

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- (d) Fourth, to reimbursement of Assignee for and of all other sums expended or advanced by Assignee pursuant to the terms and provisions of or constituting additional indebtedness under or secured by the Mortgage, the Documents or this Assignment, with interest therein as provided therein;
- (e) Fifth, to the payment of all accrued and unpaid interest on the principal sum of the Note;
- (f) Sixth, to payment of the unpaid balance of the principal sum of the Note; and
- (g) Seventh, any balance remaining to Assignor, its successors and assigns.

7. **Limitation of Assignee's Liability.** Assignee shall not be liable for any loss sustained by Assignor that results from Assignee's failure to let the Premises following the occurrence of any one or more Events of Default under the provisions hereof or from any other act or omission of Assignee from the management, operation or maintenance of the Premises following the occurrence of any one or more Events of Default under the provisions hereof unless such loss is caused by the willful misconduct and bad faith of Assignee. 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 Assignor, or any obligation, duty or liability of Assignor under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify Assignee for, and to hold Assignee harmless of and from, any and all liability, loss or damage which Assignee may or might 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 observe or perform any of the covenants, terms, conditions and agreements contained in any Lease, except for Assignee's negligence. 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 attorneys' fees, shall become immediately due and payable by Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility for the care, control, management or repair of the Premises or to carry-out of any of the covenants, terms, conditions and agreements contained in any Lease upon Assignee, 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 (except gross 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 or to any of their property.

8. **Non-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 Assignee of its rights and remedies under the Note, the Mortgage, or the 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 security 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.

9. **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 reasonably request, in order to permit Assignee to perfect, protect, preserve and maintain the assignment made to Assignee by this Assignment.

10. **Severability.** The invalidity or unenforceability of any particular provision of this Assignment shall not affect the other provisions, and this Assignment shall be construed in all respects as if such invalid or unenforceable provision had not been contained herein.

11. **Benefit.** This Assignment is binding upon Assignor and their 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.

12. **Construction.** Whenever used in this Assignment, the singular shall also include the plural, the plural shall also include the singular, and the gender shall include the other genders unless the context shall otherwise require.

13. **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.

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14. **Duration.** This Assignment shall become null and void if such time as Assignor shall have paid the principal sum of the Note, together with any interest thereon, and shall have fully paid and performed all of the other obligations secured hereby.

15. **Governing Law.** This Assignment shall be governed by and construed in accordance with the internal laws, and not the choice of laws, of the State of Illinois.

16. **Captions.** The captions in this Assignment are for convenience and identification purposes only, are not an integral part of this Assignment and are not to be considered in the interpretation of any part hereof.

17. **Counterparts.** This Assignment may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

18. **Notices.** Any notice that Assignee or Assignor may desire or be required to give to the other shall be in writing and shall be mailed or delivered to the intended recipient thereof at its address hereinabove set forth or at such other address as such intended recipient may, from time to time, by notice in writing, designate to the sender pursuant hereto. Any such notice shall be deemed to have been delivered three business days after mailing by United States registered or certified mail, return receipt requested, or when delivered in person to an officer of Assignee or Assignor, as the case may be. Except as otherwise specifically required herein, notice of the exercise of any right or option granted to Assignee by this Assignment is not required to be given.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment in Chicago, Illinois, this 16th day of May, 1996.

THE CHICAGO TRUST COMPANY, as Trustee under Trust Agreement dated April 2, 1996 and known as Trust Number 1101872

By: *Anthony J. Scapellato*
Asst. Vice President

Attached exoneration filed is incorporated ~~herein~~.

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EXCULPATORY CLAUSE FOR THE CHICAGO TRUST COMPANY, AS TRUSTEE

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against The Chicago Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being

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EXCULPATORY CLAUSE FOR THE CHICAGO TRUST COMPANY, AS TRUSTEE

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against The Chicago Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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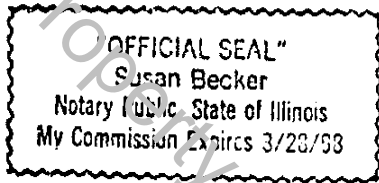
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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

✓ CAROLYN PAMPENELLA, ASST. VICE President of THE CHICAGO TRUST COMPANY

I, the Undersigned, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT
X _____, personally known to me to be the same person whose name is subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and
voluntary act.

GIVEN under my hand and Notarial Seal this 16th day of May, A.D., 1996.



Susan Becker
NOTARY PUBLIC

My Commission Expires: _____

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EXHIBIT A

LEGAL DESCRIPTION

LOTS 1, 2, 3 AND 4 (EXCEPT THE SOUTH 48-1/2 FEET OF SAID LOT 4) IN SAWYER'S RESUBDIVISION OF BLOCK 5 IN DREXEL AND SMITH'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 4901 S. Drexel, Chicago, Illinois

Tax I.D. No.: 20-11-110-001

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