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Proskauer, Rose Goetz &  
Mendelsohn LLP  
1585 Broadway  
New York, New York 10036-8299  
Attention: Real Estate Department  
(Perry A. Cacace, Esq.)  
(212) 969-3000

. DEPT-01 RECORDING \$41.50  
. T#5555 TRAN 2961 07/21/97 14:31:00  
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. COOK COUNTY RECORDER

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

## ASSIGNMENT OF LEASES AND RENTS

**Assignor:** WHCLI REAL ESTATE LIMITED PARTNERSHIP  
c/o Goldman, Sachs & Co.  
100 Crescent Court, Suite 1000  
Dallas, Texas 75201

**Assignee:** CREDIT SUISSE FIRST BOSTON MORTGAGE  
CAPITAL LLC  
11 Madison Avenue  
New York, New York 10010  
Attention: Edmund Taylor

**Secured Amount:** \$80,216,379.00

**Date:** As of May 19, 1997

**Mortgaged  
Property:** Chestnut Galleria  
City of Chicago, Cook County, Illinois

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Handwritten initials/signature

COMMONWEALTH LAND  
TITLE INSURANCE COMPANY  
30 N. LaSalle, Suite 3900  
Chicago, IL 60602

8460-5544

Handwritten initials/signature

Handwritten circled numbers 4 and 3

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## ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") made as of May 19, 1997, is by **WHCLI REAL ESTATE LIMITED PARTNERSHIP**, a Delaware limited partnership ("Assignor"), with an address for the transaction of business at c/o Goldman, Sachs & Co., 100 Crescent Court, Suite 1000, Dallas, Texas 75201, to **CREDIT SUISSE FIRST BOSTON MORTGAGE CAPITAL LLC**, a Delaware limited liability company (together with its successors and assigns, "Assignee"), having its principal place of business at 11 Madison Avenue, New York, New York 10010, Attention: Mr. Edmund Taylor.

### WITNESSETH:

THAT, WHEREAS, pursuant to that certain Loan Agreement dated as of the date hereof, by and between Assignee and Assignor (the "Loan Agreement"), Assignor has executed and delivered to Assignee that certain Promissory Note dated of even date herewith (such Promissory Note, together with any and all renewals, modifications, consolidations and extensions thereof, being hereinafter referred to as the "Note"), payable to the order of Assignee in the stated principal amount of \$80,216,379.00, which Note evidences a loan made by Assignee to Assignor; and

WHEREAS, the Note is secured by that certain Mortgage, dated as of the date hereof (the "Mortgage") from Assignor, as mortgagor, to Assignee, as mortgagee, encumbering that certain real property situated in the City of Chicago, County of Cook, State of Illinois, and more particularly described on Exhibit A attached hereto and by this reference incorporated herein, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (hereinafter collectively referred to as the "Mortgaged Property"); and

WHEREAS, Assignor is desirous of further securing to Assignee the repayment of the indebtedness evidenced by the Note and the performance of the other terms, covenants and agreements contained herein and in the Loan Agreement, the Note, the Mortgage and each other document evidencing, securing, guaranteeing and/or relating to the indebtedness evidenced by the Note (the Loan Agreement, the Note, the Mortgage and such other documents, as each of the foregoing may from time to time be amended or replaced, are herein sometimes collectively referred to as the "Loan Documents").

NOW, THEREFORE, in consideration of the making of the loan evidenced by the Note by Assignee to Assignor and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, as additional security for the payment of all principal, interest, charges, fees and other sums due Assignee under the Loan Documents and for the observance, performance and discharge of each and every other obligation, covenant and agreement to be observed, performed or discharged under the Loan Documents, hereby grants, transfers and irrevocably, absolutely and unconditionally assigns to Assignee, its successors and assigns, all of Assignor's right, title and interest, as landlord, in and to all current and future leases, rental agreements, occupancy agreements, licenses, space sharing agreements and other similar agreements now or hereafter affecting all or any part of the Mortgaged Property (including, without limitation, subleases, licenses, concessions and tenancies covering or encumbering all or any portion of the Mortgaged Property), and all rents accruing therefrom, TOGETHER WITH:

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(a) any and all guaranties, extensions, renewals, replacements or modifications thereof, this Assignment of future leases, rental agreements, occupancy agreements and other agreements being effective without further or supplemental assignment (the current and future leases, rental agreements, occupancy agreements and other agreements described above together with any guaranties, extensions, renewals, replacements or modifications thereof are hereinafter collectively referred to as the "Leases"); and

(b) all accounts, deposits (whether for security or otherwise), rents, income, issues, revenues, receipts, proceeds and profits arising from the Leases and renewals thereof, including, without limitation, minimum rents, percentage rents, additional rents, liquidated damages following default, all proceeds payable under any policy of insurance covering loss of rents resulting from untenability due to destruction or damage to the Mortgaged Property, and any award or other payment which Assignor may hereafter become entitled to receive with respect to any of the Leases as a result of or pursuant to any bankruptcy, insolvency or reorganization or similar proceedings involving the tenants under such Leases, and together with all income, rents, issues, royalties, receivables, installment payment obligations, profits and benefits of every nature from the use, enjoyment and occupancy of the Mortgaged Property, or the sale, lease, sublease, license, concession or other grant of right to use or occupy any portion thereof or any personalty located thereon, including, but not limited to, all oil and gas or other mineral royalties and bonuses, vending machine proceeds, any compensation received for the rendering of services by Assignor or an operator or manager of the Mortgaged Property, any deposits securing reservations of exhibit or sales space of every kind, and any and all payments made by or on behalf of any tenant of any part of the Mortgaged Property in lieu of rent, together with the immediate and continuing right to collect and receive the same, whether now due or hereafter becoming due, and together with all rights and claims of any kind that Assignor may have against any tenant under the Leases or against any other occupant of the Mortgaged Property (hereinafter collectively referred to as the "Rents").

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, subject to the terms and conditions herein set forth, including the License (as defined below) in favor of Assignor.

ASSIGNOR WARRANTS that: (A) Assignor now is (or with respect to any Leases not yet in existence, will be immediately upon the execution thereof) the sole owner of the entire landlord's interest in the Leases; (B) the Leases in existence as of the date hereof have not been altered, modified or amended in any manner whatsoever except as disclosed to Assignee in writing prior to the date hereof; (C) none of the Rents have been discounted, released, waived, compromised or otherwise discharged except as expressly provided in the Leases; (D) Assignor has full power and authority to execute and deliver this Assignment and the execution and delivery of this Assignment has been duly authorized and does not conflict with or constitute a default under any law, judicial order or other agreement affecting Assignor or the Mortgaged Property; (E) the premises demised under the Leases in existence as of the date hereof have been completed and the tenants under such Leases have accepted the same and have taken possession of the same on a rent-paying basis except as disclosed to Assignee in writing prior to the date hereof; and (F) to Assignor's knowledge, there exist no offsets or defenses to the payment of any portion of the Rents.

ASSIGNOR COVENANTS with Assignee that Assignor shall duly and punctually comply with its obligations under Article 6 of the Loan Agreement, which Article sets forth certain covenants of Assignor with regard to leasing of the Mortgaged Property.

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THIS ASSIGNMENT is made on the following terms, covenants and conditions:

1. **Present Assignment.** Assignor does hereby irrevocably, absolutely and unconditionally assign to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to all current and future Leases and Rents, subject to the License granted to Assignor herein, it being intended by Assignor that this assignment constitutes a present, absolute and unconditional assignment and not an assignment for additional security only. Such assignment to Assignee shall not be construed to bind Assignee to the performance of any of the covenants, conditions or provisions contained in any such Lease or otherwise to impose any obligation upon Assignee, including, without limitation, any liability under the covenant of quiet enjoyment contained in any Lease in the event that any tenant shall have been joined as a party defendant in any action to foreclose the Mortgage. Assignor agrees to execute and deliver to Assignee such additional instruments, in form and substance satisfactory to Assignee, as may hereafter be reasonably requested by Assignee to further evidence and confirm said assignment. Nevertheless, subject to the terms of this paragraph, Assignee hereby grants to Assignor a license (the "License"), revocable only during the continuance of an Event of Default (as defined in the Loan Agreement), to operate and manage the Mortgaged Property, to collect and retain Rents subject to the terms of this Agreement, the Loan Agreement and the Lockbox Agreement (as defined in the Loan Agreement), and to exercise all rights and remedies of the landlord under the Leases. Assignor shall hold the Rents, or a portion thereof sufficient to discharge all sums currently due and payable on the Loan, in trust for the benefit of Assignee for use in the payment of such sums. Upon the occurrence of an Event of Default, without the need for notice or demand, the License granted to Assignor herein shall automatically be revoked by Assignee, and Assignee shall immediately be entitled to take possession of the Leases and receive and apply all Rents, whether or not Assignee enters upon and takes control of the Mortgaged Property, provided, however, that if Assignee accepts cure of such Event of Default (it being agreed that Assignee shall be under no obligation to accept any such cure), then the License, so revoked, shall be reinstated. Assignee is hereby granted and assigned by Assignor the right, at its option, upon the revocation of the License, to enter upon the Mortgaged Property in person, by agent or by court-appointed receiver to collect the Rents. Assignee is obligated to account only for such Rents as are actually collected or received by Assignee. The assignment of Rents hereinabove granted shall continue in full force and effect during any period of foreclosure and/or redemption with respect to the Mortgaged Property.

2. **Remedies of Assignee.** Upon or at any time after the occurrence of an Event of Default, Assignee may, at its option, without waiving such Event of Default, without notice and without regard to the adequacy of the security for the Loan, the commission of waste or the solvency of Assignor, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Mortgaged Property and have, hold, manage, lease and operate the Mortgaged Property on such terms and for such period of time as Assignee may deem proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee, and, either with or without taking possession of the Mortgaged Property, in its own name, demand, sue for or otherwise collect and receive all Rents, including those past due and unpaid, and apply the Rents to the payment of the following in such order and proportion as Assignee in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (i) all expenses of managing and securing the Mortgaged Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Assignee may deem necessary or desirable and all expenses of operating and maintaining the Mortgaged Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Assignee may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the

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Mortgaged Property; and (ii) the Loan, together with all costs and reasonable attorneys' fees. In addition to the other rights which Assignee may have herein, upon the occurrence of an Event of Default, Assignee, at its option, may either require Assignor to pay monthly in advance to Assignee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Property as may be in possession of Assignor or require Assignor to vacate and surrender possession of the Mortgaged Property to Assignee or to such receiver and, in default thereof, Assignor may be evicted by summary proceedings or otherwise. Additionally, from and after the occurrence of an Event of Default, Assignee shall have the right to establish a lockbox (or continue any lockbox already established) for the deposit of all Rents and other receivables of Assignor relating to the Mortgaged Property. For purposes of Paragraphs 1 and 2 hereof, Assignor grants to Assignee its irrevocable power of attorney, coupled with an interest, but exercisable only during the existence of an Event of Default, to take any and all of the aforementioned actions and any or all other actions designated by Assignee for the proper management and preservation of the Mortgaged Property. The exercise by Assignee of the option granted it in this Paragraph and the collection of the Rents and the application thereof as herein provided shall not be considered to cure or be deemed a waiver of any default by Assignor under the Note, the Loan Agreement, the Mortgage, this Assignment or the other Loan Documents.

3. **No Liability of Assignee.** Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Mortgaged Property or from any other act or omission of Assignee in managing the Mortgaged Property. Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or under or by reason of this Assignment and Assignor shall, and hereby agrees to, indemnify Assignee for, and to hold Assignee harmless from, any and all liability, loss, claim, demand or damage which may or might be incurred under the Leases or under or by reason of this Assignment, including, without limitation, claims or demands for security deposits from tenants of space at the Mortgaged Property deposited with Assignor, and from any and all claims and demands whatsoever, including the defense of any such claims or demands, which may be asserted against Assignee by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases, except to the extent caused by the willful misconduct or gross negligence of Assignee. Should Assignee incur any such liability, the amount thereof, including, without limitation, costs, expenses and reasonable attorneys' fees, together with interest thereon at the Default Rate (as defined in the Loan Agreement) from the date paid or incurred by Assignee until repaid by Assignor, shall be secured hereby and by the Mortgage and the other Loan Documents and Assignor shall reimburse Assignee therefor within ten (10) Business Days (as defined in the Loan Agreement) after written demand. If Assignor fails to reimburse Assignee for any such amounts within said ten Business Day period, Assignee may, at its option, declare all sums secured hereby and by the Note, the Mortgage and the other Loan Documents immediately due and payable. This Assignment, prior to Assignee taking title to the Mortgaged Property, shall not operate to place any obligation or liability for the control, care, management or repair of the Mortgaged Property upon Assignee, nor for the performance of any of the terms and conditions of the Leases; nor shall it operate, prior to Assignee taking title to the Mortgaged Property, to make Assignee responsible or liable for any waste committed on the Mortgaged Property by the tenants or any other party, or for any dangerous or defective condition of the Mortgaged Property, including, without limitation, the presence of any Hazardous Materials (as defined in the Loan Agreement), or for any negligence in the management, upkeep, repair or control of the Mortgaged Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

4. **Notice to Tenants.** At any time, Assignee may, at its option, notify any tenants or other parties of the existence of this Assignment. Assignor hereby specifically authorizes, instructs and directs the tenants named in the Leases or any other or future tenants or occupants of the Mortgaged Property,

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upon receipt from Assignee of written notice to the effect that the Assignee is then the holder of the Note and that an Event of Default exists under this Assignment, the Note, the Loan Agreement, the Mortgage or the other Loan Documents (which notice shall not be delivered unless an Event of Default in fact exists), to pay over to Assignee all unpaid and future Rents and to continue so to do until otherwise notified by Assignee.

5. **Other Security.** Assignee may take or release other security for the payment of the Loan, may release any party primarily or secondarily liable for the Loan, may grant extensions, renewals or indulgences with respect to the Loan and may apply any other security held by it to the reduction or satisfaction of the Loan without prejudice to any of its rights under this Assignment.

6. **Other Remedies.**

(a) In addition to, but not in lieu of, any other rights hereunder, Assignee shall have the right to institute suit and obtain a protective or mandatory injunction against Assignor to prevent a breach or default, or to enforce the observance, of the agreements, covenants, terms and conditions contained herein, as well as the right to damages occasioned by any breach or default by Assignor.

(b) Assignor hereby covenants and agrees that Assignee shall be entitled to all of the rights, remedies and benefits available by statute, at law, in equity or as a matter of practice for the enforcement and perfection of the intents and purposes hereof. Assignee shall, as a matter of absolute right, be entitled, upon application to a court of applicable jurisdiction and without notice to Assignor, to the appointment of a receiver to obtain and secure the rights of Assignee hereunder and the benefits intended to be provided to Assignee hereunder and Assignor hereby consents to such appointment.

(c) Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the power and rights granted to Assignee hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note, the Loan Agreement, the Mortgage or the other Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The right of Assignee to collect the Loan and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with or subsequent to any action taken by it hereunder.

7. **No Mortgagee in Possession.** Nothing herein contained shall be construed as constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Mortgaged Property by Assignee. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.

8. **No Oral Change.** This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Assignor or Assignee, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

9. **Certain Definitions.** Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeable in singular or plural form and (a) the word "Assignor" shall mean each Assignor and any subsequent owner or owners of the Mortgaged Property or any part thereof or any interest therein, (b) the word "Assignee"

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shall mean Assignee and any subsequent holder of the Note, (c) the word "Note" shall mean the Note and any other evidence of indebtedness secured by the Mortgage, (d) the word "person" shall include an individual, corporation, partnership, trust, limited liability company, unincorporated association, government, governmental authority and any other entity, and (e) the words "**Mortgaged Property**" shall include any portion of the Mortgaged Property and any interest therein. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

10. **Non-Waiver.** The failure of Assignee to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Assignor shall not be relieved of Assignor's obligations hereunder by reason of (a) failure of Assignee to comply with any request of Assignor or any other party to take any action to enforce any of the provisions hereof or of the Loan Agreement, the Note, the Mortgage or the other Loan Documents, (b) the release, regardless of consideration, of the whole or any part of the Mortgaged Property, or (c) any agreement or stipulation by Assignee extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Loan Agreement, the Note, the Mortgage or the other Loan Documents. Assignee may resort for the payment of the Loan to any other security held by Assignee in such order and manner as Assignee, in its discretion, may elect. Assignee may take any action to recover the Loan, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Assignee thereafter to enforce its rights under this Assignment. The rights of Assignee under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Assignee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

11. **Inapplicable Provisions.** If any term, covenant or condition of this Assignment or the application thereof to any entity, person or circumstance is held to be invalid, illegal or unenforceable in any respect, the remainder of this Assignment and the application of the provisions hereof to other entities, persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

12. **Duplicate Originals.** This Assignment may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original.

13. **Governing Law.** THE LAW OF THE STATE OF ILLINOIS SHALL APPLY TO THE EXERCISE OF REMEDIES BY ASSIGNOR UNDER THIS ASSIGNMENT THAT PERTAIN TO OR CONCERN THE MORTGAGED PROPERTY, INCLUDING, WITHOUT LIMITATION, THE APPOINTMENT OF A RECEIVER OR THE FORECLOSURE OF THE SECURITY INTERESTS AND LIENS GRANTED HEREIN, WHETHER JUDICIALLY OR PURSUANT TO THE EXERCISE OF THE POWER OF SALE. IN ALL OTHER RESPECTS, THE RIGHTS AND OBLIGATIONS OF ASSIGNOR AND ASSIGNEE WITH RESPECT TO THIS ASSIGNMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE INTERNAL SUBSTANTIVE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW RULES AND PRINCIPLES OF SUCH STATE.

14. **Termination of Assignment.** Upon the delivery and recording of a satisfaction, release, reconveyance or discharge of the Mortgage duly executed by Assignee, this Assignment shall become and be void and of no effect and the authority and powers herein granted by Assignor to Assignee shall cease and terminate, and, in such event, Assignee shall, at Assignor's expense: (a) execute and deliver to Assignor such instrument or instruments as may be reasonably necessary to evidence the termination of

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this Assignment (including, without limitation, appropriate UCC-3 termination statements terminating any financing statements that may have been filed by Assignee in connection with this Assignment) and the reassignment to Assignor of the rights, powers and authorities granted herein, and (b) deliver to Assignor any monies held by Assignee for the benefit of Assignor in accordance with the terms of the Loan Agreement.

15. **Notice.** All notices or other communications required or permitted to be given hereunder shall be given to the parties and become effective as provided in the Loan Agreement.

16. **Section Headings.** The paragraph and section headings used in this Assignment are for convenience of reference only and do not constitute a part of this Assignment for any purpose.

17. **Limitation on Liability.** Assignor's liability hereunder is subject to the limitation on liability provisions of Article 12 of the Loan Agreement.

*THIS ASSIGNMENT shall inure to the benefit of Assignee and any subsequent holder of the Note and shall be binding upon Assignor and Assignor's heirs, executors, administrators, successors and assigns and any subsequent owner of the Mortgaged Property.*

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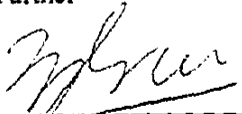


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IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment of Leases and Rents as of the day and year first above written.

WHCLI REAL ESTATE LIMITED PARTNERSHIP  
a Delaware limited partnership

By: WHCLI GEN-PAR, INC.,  
a Delaware corporation,  
its General Partner

By:   
Name: Ebin Franz  
Title: Asst. Vice President

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(Illinois)

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF NEW YORK )

On May 19, 1997, before me, a notary public in and for said State, personally appeared Zubin Irani, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

David Rosario  
Notary Public

[SEAL]

My Commission Expires: 11/6/97

DAVID ROSARIO  
Notary Public, State of New York  
No. 01RC4051731  
Qualified in Bronx County  
Commission Expires Nov. 6, 1997

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Exhibit A

## Legal Description

### PARCEL 1:

The North 43 feet of Lot 2 in the subdivision of Block 18 in Canal Trustees Subdivision of the South fractional quarter (1/4) of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

### PARCEL 2:

Lots 1 and 2 in the subdivision of Lot 1 in the subdivision of Block 18 in Canal Trustee's Subdivision of the South fractional quarter (1/4) of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

### PARCEL 3:

Lot 3 in the subdivision of Lot 1 in the subdivision of Block 18 in Canal Trustee's Subdivision of the South fractional quarter (1/4) of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

### PARCEL 4:

Lot 4 in the Subdivision of Lot 1 in the subdivision of Block 18 in Canal Trustee's Subdivision of the South fractional quarter (1/4) of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 17-03-223-001, -006, -007 and -008

Address: 1-19 E Chestnut St, Chicago, IL

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## Legal Description:

UNIT NUMBER 840-1 IN WEST WRIGHTWOOD CONDOMINIUM AS DELINEATED ON SURVEY OF THE EAST 9 FEET OF LOT 22 AND LOT 23, THE WEST 7.05 FEET OF LOT 24, THE EAST 15 FEET OF THE WEST 22.05 FEET OF THE SOUTH 83 FEET OF SAID LOT 24, THE SOUTH 63.18 FEET OF THE EAST 2 FEET OF LOT 26, THE SOUTH 53.18 FEET OF LOT 27 AND THE SOUTH 64 FEET OF LOT 24 (EXCEPT THE WEST 22.05 FEET THEREOF) THE SOUTH 64 FEET OF LOT 25 AND THE SOUTH 64 FEET OF LOT 26 (EXCEPT THE EAST 2 FEET OF LOT 26) ALL IN SUBDIVISION OF LOTS 2, 3, 4, 5 AND 6 IN THE SUBDIVISION OF THE EAST 12 ACRES (EXCEPT THE EAST 329.20 FEET THEREOF) IN CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (HEREAFTER REFERRED TO AS PARCEL) WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY FIRST BANK OF OAK PARK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 2, 1969 AND KNOWN AS TRUST NUMBER 8362 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 23196561 AND AS AMENDED BY DOCUMENT NUMBER 23241141 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) ALL IN COOK COUNTY, ILLINOIS.

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