

# UNOFFICIAL COPY

764969 / DZ-23

PREPARED BY AND WHEN  
RECORDED RETURN TO:

97110842

Berenbaum, Weinshienk & Eason, P.C.  
Attention: Keith M. Pockross  
370 17th Street, Suite 2600  
Denver, Colorado 80202

: DEPT-01 RECORDING \$43.00  
: T40012 TEAM 4055 02/18/97 14:44:00  
: \$3781 ÷ CG \*-97-110842  
: COOK COUNTY RECORDER

Property of Cook County Clerk's Office

4300  
31

## ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES ("Assignment"), made as of February 14, 1997, by BLUERIDGE CAPITAL CORPORATION, a Texas corporation ("Assignor"), whose address is 5910 North Central, Suite 1470, Dallas, Texas 75206, to BLUE RIDGE FUNDING LLC, a Colorado limited liability company ("Lender"), whose address is c/o BDO Seidman, LLP, 303 East 17th Avenue, Suite 600, Denver, Colorado 80203.

## WITNESSETH:

Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Lender all right, title and interest of Assignor in, to and under all leases and occupancy agreements, whether written or oral, including the Master Lease dated December 17, 1996, between Assignor, as Landlord, and Kentile Operating Company, L.P., as Tenant (the "Master Lease"), and any subleases entered into under the Master Lease, now or hereafter affecting that certain real property (the "Property") described on Exhibit A attached hereto and made a part hereof, or any part thereof, and all amendments, extensions and renewals of such leases and occupancy agreements and any of them (all of which, including the Master Lease, are sometimes hereinafter referred to individually as a "Lease" and

97110842

BUX 333-CTI

UNOFFICIAL COPY

58201111

Property of Cook County Clerk's Office

58201111

# UNOFFICIAL COPY

collectively as the "Leases"), any and all security for the performance of lessee's obligations under a Lease, including without limitation, any and all guaranties of lessee's performance under any Lease, the immediate and continuing right to collect and receive all rents, issues, income, profits and all other amounts which may now or hereafter be or become due or owing under the Leases, and any of them, or on account of the use of the Property, all security deposits, damage deposits and other funds paid to Assignor by any lessee, (all such items referred to in this paragraph are sometimes herein collectively referred to as the "Rents").

This Assignment is made for the purpose of securing (a) the payment of the indebtedness evidenced by that certain Promissory Note of even date herewith in the principal amount of TWO MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$2,750,000.00), made by Assignor, as Maker, to the order of Lender, as Holder, and any and all extensions, modifications, substitutions, replacements, consolidations or renewals thereof (hereinafter collectively referred to as the "Note"), and secured by, among other things, that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing of even date herewith (the "Mortgage"), made by Assignor, as Grantor, to a trustee for the use and benefit of Lender, as Beneficiary, upon the Property; (b) the payment of all other sums with interest thereon becoming due and payable to Lender under the provisions of this Assignment, the Mortgage or any and all other documents now or hereafter constituting additional security for the loan (the "Loan") evidenced by the Note [this Assignment, the Mortgage, such additional security documents and any other document now or hereafter executed and delivered in connection with the Loan (except for that certain Environmental Indemnity Agreement of even date herewith, from Assignor, as Indemnitor, to Lender, as Lender) are sometimes hereinafter collectively referred to as the "Loan Documents"]; and (c) the performance and discharge of each and every term, covenant and condition of Assignor contained herein in the Note, the Mortgage and all other Loan Documents.

Assignor represents and warrants to, and covenants and agrees with, Lender as follows:

1. Assignor is the sole owner of the entire lessor's interest in the Master Lease and has all necessary right, power and authority to assign to Lender the Leases and the Rents. Assignor has not executed any other assignment of any Lease or the Rents. Assignor has not and shall not perform any acts or execute any other instruments which might prevent Lender from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.

2. The Leases (a) are valid and enforceable in accordance with their terms, and (b) have not been altered, modified, amended, terminated or renewed, nor have any of the

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2011/05/10

# UNOFFICIAL COPY

terms and conditions thereof been waived in any manner whatsoever, except as approved in writing by Lender.

3. There are no defaults now existing under any Lease on the part of either Assignor or the lessee thereunder and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default by either Assignor or the lessee under any Lease. Assignor shall fulfill or perform each and every condition and covenant of each Lease by the lessor thereunder to be fulfilled or performed. Assignor shall, at the sole cost and expense of Assignor, enforce the performance or observance of each and every covenant and condition of each Lease to be performed or observed by the lessee thereunder.

4. Assignor has not collected or accepted, and shall not collect or accept, payment of rent under any Lease for more than the current month in advance.

5. No Leases have been or will be entered into except for actual occupancy of the Property by the lessees thereunder.

6. Assignor shall not execute any other assignment of the Rents or execute or enter into any future Lease of any portion of the Property without the prior written consent of Lender.

7. Assignor shall furnish to Lender, within thirty (30) days after written request by Lender to do so, a current rent roll for the Property, certified by Assignor and listing each unit, the tenant, the rental rate of the unit, the expiration date of the Lease, the amount of any security deposit and such other matters as may be reasonably requested by Lender.

8. Assignor (a) shall not permit any Lease to become subordinate to any lien other than the lien of the Mortgage; (b) shall not, without the prior written consent of Lender, exercise any right it may have to declare any Lease to be subordinate to the lien of the Mortgage; and (c) shall, upon the written request of Lender, exercise any such right to declare any Lease to be subordinate to the lien of the Mortgage. Any Lease entered into after the date of this Assignment shall contain a provision whereby the lessee agrees to attorn to Lender in the event Lender obtains title to the Property through foreclosure or exercise of power of sale under the Mortgage or deed in lieu of foreclosure or exercise of power of sale.

9. Assignor shall and does hereby assign and transfer to Lender any and all subsequent Leases, and shall execute and deliver at the written request of Lender all such further assurances and assignments as Lender shall from time to time reasonably require or deem necessary.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

SP002754

# UNOFFICIAL COPY

The parties further agree as follows:

10. This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, Assignor shall have a license to receive, collect and enjoy the Rents. Upon the occurrence of an Event of Default, such license shall cease, Assignor shall immediately turn over to Lender all such Rents which may then be in its possession or under its control, and Lender may, at its option, receive and collect all such Rents, as they become due. Lender shall thereafter continue to receive and collect all such Rents as long as any Event of Default shall exist, and during the pendency of any foreclosure proceedings, and during any redemption period. Assignor hereby irrevocably appoints Lender its true and lawful attorney or agent-in-fact, at the option of Lender and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions and to sue in the name of Assignor or Lender for or otherwise collect all Rents and apply the same as provided herein. Such appointment shall be deemed to be coupled with an interest and shall not be revocable by Assignor. Assignor hereby expressly authorizes and directs lessees of any part of the Property to pay any and all Rents due Assignor pursuant to the Leases to Lender or such nominee as Lender may designate in writing delivered to and received by such lessees, who are expressly relieved of any and all duty, liability or obligation to Assignor in respect of all payments so made. Assignor hereby further authorizes and directs any property manager of the Property to deliver any and all Rents in the possession or control of such property manager to Lender or such nominee as Lender may designate in writing delivered to and received by such property manager, who is expressly relieved of any and all duty, liability or obligation to Assignor in respect of all amounts so delivered.

11. Lender is hereby vested with full power, upon the occurrence of an Event of Default, to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the Rents, including without limitation, the right of Lender or its designee to enter upon the Property, or any part thereof, with or without force and with or without process of law, and take possession of all or any part of the Property together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude Assignor, its agents or servants, wholly therefrom. Assignor hereby grants full power and authority to Lender to exercise all rights, privileges and powers herein granted at any and all times hereafter, with full power to use and apply all of the Rents to the payment of any indebtedness or liability of Assignor to Lender and of the costs of managing and operating the Property, including without limitation, to the payment of taxes, general and special assessments, insurance premiums, damage claims, the reasonable costs of maintaining, repairing, rebuilding and restoring the improvements on the Property or of making the same rentable or of bringing the same into compliance with all laws, statutes, codes, rules, regulations, orders, decrees, ordinances, covenants, conditions and restrictions now or hereafter affecting the Property or the operation thereof, reasonable

UNOFFICIAL COPY

Property of Cook County Clerk's Office

SECRET



# UNOFFICIAL COPY

attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Assignor to Lender on the Note, all in such order as Lender may determine.

12. Neither the exercise by Lender of its option to collect the Rents, as they become due, nor the exercise by Lender of any other right, privilege or power herein granted shall by itself cure or waive any default under this Assignment or any Event of Default under the Mortgage or any other Loan Document.

13. Lender shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any Lease and does not assume any of the liabilities in connection with or arising out of the covenants and agreements of Assignor in the Leases. Assignor shall, and does hereby agree to, indemnify Lender and hold it harmless from any liability, loss or damage, including without limitation, reasonable attorneys' fees, which may or might be incurred by it under the Leases or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any Lease.

14. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Property, or any part thereof, upon Lender, nor shall it operate to make Lender liable for the performance of any of the terms and conditions of any Lease, or for any waste of the Property by the lessee under any Lease or any other party, or for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control of the Property resulting in loss, injury or death to any lessee, licensee, employee or stranger.

15. Assignor agrees to appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with, the Leases or the obligations, duties or liabilities of Assignor and any lessee thereunder, and, upon request by Lender, shall do so in the name of and on behalf of Lender, but at the expense of Assignor.

16. Lender may take or release other security, may release any party primarily or secondarily liable for any obligation secured hereby, may grant extensions, renewals or indulgences with respect to such obligation and may apply any other security therefor held by it to the satisfaction of such obligation without prejudice to any of its rights hereunder. Should Assignor fail to perform any lease covenant within fifteen (15) days after receipt of written notice of such failure by Assignor from Lender (except that if in Lender's sole opinion, such failure constitutes an emergency situation which could jeopardize or impair Lender's security, no such notice and grace period shall be applicable), Lender may, at its

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

option, although it shall not be obligated to do so, perform any lease covenant for and on behalf of Assignor and any monies expended in so doing shall be chargeable with interest, as provided in the Mortgage, to Assignor and added to the indebtedness secured hereby. No action taken by Lender hereunder shall cause it to be deemed a mortgagee in possession unless Lender elects, in writing, to be so deemed, or shall make it accountable for Rents other than those actually collected. Waiver of or acquiescence by Lender in any default by Assignor, or failure of Lender to insist upon strict performance by Assignor of any warranties, covenants or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar. The rights and remedies of Lender under this Assignment are cumulative and are not in lieu of, but are in addition to, any other rights or remedies which Lender shall have under the Note, the Mortgage or any other Loan Document, or at law or in equity.

17. If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

18. All notices to be given pursuant to this Assignment shall be given in the manner provided in the Mortgage.

19. This Assignment applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, executors, administrators, successors and assigns. The term "Lender", as used in this Assignment, shall mean the holder and owner, including pledgees, of the Note, whether or not named as Lender herein. The term "Assignor", as used in this Assignment, shall mean and include all successors in interest and assigns of the original Assignor herein.

20. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form. The singular shall include the plural and the plural shall include the singular. This Assignment may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any amendment, modification, change or waiver is sought.

21. Upon payment in full of all indebtedness secured by the Mortgage, as evidenced by a recorded full release and reconveyance of the Mortgage, as well as any sums which may be payable hereunder, this Assignment shall become and be void and of no further force or effect.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

5000000000

# UNOFFICIAL COPY

22. This Assignment shall be governed by and construed in accordance with the laws of the State of Colorado.

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

BLUERIDGE CAPITAL CORPORATION, a  
Texas corporation

By: *E. John Justema*  
E. John Justema President

STATE OF COLORADO )  
CITY AND ) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 14th day of February, 1997, by E. John Justema, as the President of BLUERIDGE CAPITAL CORPORATION, a Texas corporation.

WITNESS my hand and official seal.

My commission expires: 12-13-97

*R. M. Straw*  
Notary Public

UNOFFICIAL COPY

Property of Cook County Clerk's Office

5/10/2011

# UNOFFICIAL COPY

## EXHIBIT A

(Legal Description)

### 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 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;

UNOFFICIAL COPY

Property of Cook County Clerk's Office

SPRINT



# UNOFFICIAL COPY

## EXHIBIT A continued

### 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 257.97 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 197.02 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTH WEST HAVING A RADIUS OF 346.66 FEET AND BRING 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;

### 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

UNOFFICIAL COPY

Property of Cook County Clerk's Office

3/10/17

# UNOFFICIAL COPY

EXHIBIT A continued

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 14881679; THENCE NORTHWESTERLY ALONG THE AFORESAID CURVED LINE WHICH IS CONVEX TO THE SOUTH WEST AND HAVING A RADIUS OF 346.95 FEET AND AN ARC DISTANCE OF 67.20 FEET MORE OR LESS TO A POINT OF COMPOUND CURVE SAID POINT BEING 668.44 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE AND 1638.75 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 131.52 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 463.07 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

UNOFFICIAL COPY

Property of Cook County Clerk's Office

4471158

# UNOFFICIAL COPY

EXHIBIT A continued

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 653.07 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 KOLIN AVENUE 1666.32 FEET SOUTH OF THE EAST AND WEST CENTER LINE OF SECTION 3; 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 690.53 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 1511.96 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 1659.75 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

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025

# UNOFFICIAL COPY

EXHIBIT A continued

FEET TO A POINT 1678.67 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 346.55 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 663.16 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 286.55 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 9, 1951, IN BOOK 45556 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

UNOFFICIAL COPY

Property of Cook County Clerk's Office

20110101



# UNOFFICIAL COPY

## EXHIBIT A continued

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 45556, AT PAGE 456, 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.

P.I.N. 19-03-400-069-0000, 19-03-400-0940000,  
19-03-400-097-0000, 14-03-400-102-0000, 14-03-400-174-0000

COMMONLY KNOWN AS 4532 South Kolin, Chicago, Illinois

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Alter Recording Return to:  
Attn: René M. Stary  
Berenbaum Weinsthenk & Eason, P.C.  
370 17th St., Suite 2600  
Denver, Colorado 80202