

UNOFFICIAL COPY

99766100

6975/0243 28 001 Page 1 of 29
1999-08-11 15:29:49
Cook County Recorder 151.00



99826604

99826604

7382/0182 03 001 Page 1 of 29
1999-08-30 14:20:07
Cook County Recorder 151.00

ASSIGNMENT OF AGREEMENTS AFFECTING REAL ESTATE

THIS ASSIGNMENT OF AGREEMENTS AFFECTING REAL ESTATE, is made this 20 day of July, 1999, by MADISON MANOR 2 DEVELOPMENT, L.L.C., an Illinois limited liability company (the "Borrower" and sometimes herein called "Assignor"), beneficial owner of a fee simple estate in property known or to be known as Madison Manor, Chicago, Illinois, and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property") for the benefit of CIG INTERNATIONAL, LLC, a Delaware limited liability company ("CIG" or the "Assignee"), grantee, the holder of the Mortgage Note of even date herewith, in the original principal amount of One Million Eight Hundred Twenty Thousand Dollars (\$1,820,000.00), executed and delivered by the Borrower to CIG (the "Note"). CIG is the party to and the beneficiary under a Mortgage and Security Agreement of even date herewith, executed and delivered by the Borrower and Mid Town Bank and Trust Company of Chicago, as trustee under a Trust Agreement dated April 2, 1999 and known as Trust Number 2246, collectively as mortgagor, and CIG to secure such Note, which Mortgage was recorded or is intended to be recorded with the Recorder of Deeds of Cook County, Illinois (the "Mortgage");

WHEREAS, as a condition to making the loan (the "Loan") evidenced by the Note, Assignee has required the execution and delivery of this Assignment of Agreements Affecting Real Estate (the "Assignment"); and

NOW, THEREFORE, in consideration of the Loan and to further secure the payment of the Note and performance of Assignor's obligations under the Mortgage, and as an essential and integral part of the security therefor, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby immediately and absolutely convey, assign, transfer and set over unto Assignee, its successors and assigns, all right, title, and interest and all benefits and privileges which Assignor as owner, contract party and/or developer has and may have in, from or with respect to any and all of the Additional

CIG/MADISON MANOR
ASSIGNMENT OF AGREEMENTS AFFECTING REAL ESTATE

\\ODMA\PCDOCS\WSH\1280433
July 22, 1999

We certify that this is a true, correct and accurate copy of the original recorded or registered instrument.

CHICAGO TITLE AND TRUST COMPANY
BY *Levi Spears*

"THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT ARE COPIES AND ARE NOT ORIGINAL SIGNATURES."

DONE AT CUSTOMER'S REQUEST

7823662 TMS 02 6006

This Document is Being Re-Recorded to include the Date.

29

BOX 333-CTI

UNOFFICIAL COPY

99826604

99766100

Collateral (hereinafter defined), including without limitation, all of the rents, issues, income, revenue and profits due and becoming due therefrom and proceeds thereof.

1. Additional Collateral Defined. The items which shall be the subject of this Assignment, and which are sometimes collectively referred to as "Additional Collateral" are as follows:

(a) Permits and Licenses. To the extent the same are assignable under law (provided that the Assignor will pursue such assignments with due diligence), all permits, licenses, approvals, orders, certificates and agreements with, from or issued by any board, agency, authority, department, governmental or otherwise (collectively, the "Governmental Authorities"), relating directly or indirectly to the ownership, use, development, operation or maintenance of the Property, or the construction of improvements on the Property, whether heretofore or hereafter issued or executed, together with all letters of credit, certificates of deposit, bonds or other agreements securing or guaranteeing payment or performance thereunder, including but not limited to those items listed on Exhibit "B" hereto (collectively, the "Permits").

(b) Contracts. All contracts, subcontracts, agreements, utility agreements, service agreements, management agreements, warranties and purchase orders which have heretofore been or will hereafter be executed by or on behalf of Assignor, or which have been or will be entered into by Assignor, in connection with the acquisition, development, use, operation and maintenance of the Property, or the development, construction, installation, repair or rehabilitation of improvements on the Property, together with any deposits, fees or advance payments thereunder, including but not limited to those contracts listed on Exhibit "C" hereto (collectively, the "Contracts"). The parties with whom Contracts have been or will be entered into are hereinafter collectively referred to as the "Contractors."

(c) Sales Agreements. All contracts and agreements which have heretofore been or are hereafter executed by or on behalf of Assignor in connection with the sale of any unit, lot or all or any portion of the Property, including without limitation the sales agreements listed on Exhibit "D" hereto, and, without limiting the foregoing, any monies received by Assignor in connection therewith (collectively, the "Sales Agreement"). The parties with whom the Sales Agreements have been or are entered into are hereinafter collectively referred to as the "Purchasers".

(d) Leases. All written or verbal agreements for the leasing, letting, rental, use or occupancy of all or any portion of the Property which have heretofore been or are hereafter executed by or entered into on behalf of Assignor, together with the rents, issues and profits now due or which may hereafter become due thereunder and any advance rent, security deposits or other payments made or to be made pursuant thereto (collectively, the "Leases"). The parties with whom the Leases have been or are entered into are hereinafter collectively referred to as the "Lessees".

(e) Homeowners Documents. All declarations of covenants or restrictions, condominium declarations or documents or articles of incorporation or bylaws of any property

owners associations now or hereafter affecting any portion of the Property (collectively, the "Homeowners Documents").

(f) Soil Exploration and Testing Reports. All bearings, tests and architectural, engineering, subdivision, access and other tests and studies made or to be made with respect to the Property.

(g) Market Analyses and Feasibility Studies. All market analyses and development and economic feasibility studies made or to be made with respect to the Property.

(h) Environmental Studies. All environmental reports, studies and letters related to the Property now or hereafter received or obtained by or on behalf of Assignor.

(i) Plans and Specifications. All plans and specifications relating to the Property, now or hereafter received or obtained by or on behalf of Assignor, including but not limited to, the plans listed on Exhibit "E" hereto.

(j) Other. All other documents, contracts, and agreements relating to all or any portion of the Property.

2. Assignor's Limited License. So long as no Event of Default under the Note, Mortgage, or any other document evidencing, securing, guaranteeing or pertaining to the Loan (collectively, the "Loan Documents") has occurred, Assignor shall have the right under a license granted hereby (but limited as provided in this Assignment) to retain, use and enjoy the benefits and privileges of the Additional Collateral. After the occurrence of any such Event of Default, Assignee may enforce this Assignment, with or without order of any court and with or without appointment of a receiver, and upon demand Assignor shall immediately deliver all originals of each and every document, instrument, and agreement referred to in Paragraph 1 above to Assignee.

3. Assignor's Representations and Warranties. Assignor warrants and represents that: (a) there are no leases or subleases of all or any portion of the Property as of the date hereof not disclosed to Assignee in writing; (b) except for those Permits which by their nature are not transferable, it has full right and title to assign the Additional Collateral as provided herein; (c) no other assignment, pledge, transfer or hypothecation of Assignor's interest in any of the Additional Collateral, or grant of any security interest therein, has been made except as listed in Exhibit B to the Subordination and Standstill Agreement of even date; (d) there are no defaults under the provisions of any existing Additional Collateral, and none of the Additional Collateral is subject to any defenses, set-offs or counterclaims; and (e) the documents listed in the Exhibits hereto are true, correct and complete, and Assignor has delivered true, correct and complete copies of all documents listed thereon.

4. Assignee's Rights: Limitation of Liability. (a) Assignor hereby authorizes Assignee, by its employees or agents, at its option, after the occurrence an Event of Default, or an event which with notice or lapse of time or both would constitute an Event of Default under the Loan Documents, without notice and without regard to the adequacy, value or condition of

the security, and with or without court action, or by a receiver, to terminate the aforesaid license granted to Assignor, exercise any and all of Assignee's rights and remedies hereunder and with respect to the Additional Collateral, without any interference or objection from Assignor. In such event, Assignee may take over and enjoy the benefits of the Additional Collateral, exercise Assignor's rights under the Additional Collateral and perform all acts in the same manner and to the same extent as Assignor might do. In connection with any and all of the foregoing powers, and without limiting the same, Assignee may effect new Additional Collateral, cancel or surrender existing Additional Collateral, alter and amend the terms of and renew existing Additional Collateral, make concessions to Governmental Authorities, Contractors, Purchasers, Lessees and others, bring or defend suits in connection with the Additional Collateral and its possession of the Property in its own name or in Assignor's name, collect rents, income, issues, revenues and profits, and do or not do any and all things Assignee deems desirable in its sole discretion. Assignor further agrees that it will facilitate in all reasonable ways Assignee's use and enjoyment of the benefits of the Additional Collateral and the collection of said rents, income, issues, revenues and profits, and will, upon request by Assignee, execute a written notice of this Assignment to each of the Governmental Authorities, Contractors, Purchasers, Lessees and all other appropriate persons. Assignor shall obtain and deliver to Assignee consent agreements, in form and substance satisfactory to Lender and Lender's counsel, of any general contractor, and all architects and engineers engaged by Assignor in connection with the Property. Such consent agreements shall provide that the rights and liens of such person are subordinate to Assignee's rights and mortgage lien, that Assignee shall be entitled to use plans and specifications, drawings, and other documents prepared by such parties to complete the development and the improvements following an Event of a Default under the Mortgage, and that each such party shall perform for Assignee its obligations with respect to the Property under the same terms contained in its agreement with Assignor if Assignor defaults under the Loan and Assignee elects to complete the development and the improvements to the Property.

(b) Assignor also hereby authorizes Assignee upon such entry pursuant to subparagraph (a) above, at Assignee's option, in Assignee's own name or in the name of the Assignor, to take over and assume the management, operation, repair, maintenance and improvement of the Property and to perform such other acts in connection therewith as Assignee in Assignee's discretion may deem desirable, including without limitation, to expend so much of the income of the Property as may be needed in connection therewith, in the same manner and to the same extent as Assignor theretofore might do, including without limitation the right to employ and engage contractors, management agents, sales agents, brokers, accountants and attorneys, the right to expend moneys for the repair, maintenance, renovation, rehabilitation, remodeling, improvement, replacement, refurbishment or other alteration (structural or non-structural) of the Property.

(c) Assignee shall be under no obligation to take any action authorized herein and shall have no liability for failure to take any such action or for any action taken pursuant hereto, except for its willful misconduct; and Assignor hereby waives and releases any and all claims against Assignee arising out of or in connection with such management, operation, repair and/or maintenance, alteration or other action or inaction, except for Assignee's willful misconduct, and excepting the liability of Assignee to account as hereinafter set forth.

(d) All of the foregoing powers herein granted Assignee shall be liberally construed. Assignee need not expend its own funds in the exercise of such powers, but if it does, such amounts shall be considered as advances for and on behalf of Assignor evidenced by the Note and secured by this Assignment and by the Mortgage. Any amounts so advanced shall bear interest at the Default Rate (as defined in the Note).

(e) Assignor shall indemnify Assignee against, and save Assignee harmless from, any and all liability or claims arising from or in connection with any Additional Collateral or this Assignment, and/or the control, care, operation, improvement or management of the Property. Assignee shall not be liable for any loss, cost, damage or expense sustained by Assignor or Governmental Authorities, Contractors, Purchasers, Lessees or any other party resulting from any act or omission of Assignee, unless such loss is caused by the willful misconduct and bad faith of Assignee. Without limiting the generality of the foregoing, Assignee shall not be liable for any failure to sell or improve all or any part of the Property, nor shall Assignee be obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any term, covenant, agreement, obligation, duty or liability under any Additional Collateral or under or by reason of this Assignment, nor shall Assignee be responsible for the control, care, management or improvement of the Property or any part thereof; nor for the performance of any term, covenant or condition of any of the Additional Collateral; nor for any waste committed on the Property or any part thereof by any other person, nor for any dangerous or defective condition of the Property or any part thereof nor for any negligence in the management, upkeep, improvement, repair or control of the Property or any part thereof resulting in loss or injury or death to any lessee, licensee, employee or other person, nor for any other loss, cost, damage or liability not caused directly by the willful misconduct and bad faith of Assignee.

5. Application of Income by Assignee. Assignee shall, after payment of all charges and expenses incurred in connection with the enforcement of its rights and remedies under the Note, the Mortgage, this Assignment and the other Loan Documents, and the control, care, management, operation, improvement, repair, alteration, and maintenance of the Property, including reasonable compensation to such managing agent and other agents or employees as it may select and employ, and after the accumulation of any reserve deemed advisable by Assignee for taxes, assessments, utilities, fire and casualty and liability insurance, and replacements and repairs, credit the balance of income received by it from the Property by virtue of this Assignment to any amounts due and owing to it by Assignor pursuant to the Note, the Mortgage, and the other Loan Documents in such order and manner as shall be determined in the sole discretion of Assignee. Assignee shall not be accountable for more money than it actually receives from the Property nor shall it be liable for failure to collect rents.

6. Assignor's Covenants. Assignor agrees faithfully to observe and perform all of the obligations and agreements imposed upon Assignor under any of the Additional Collateral and to promptly notify Assignee of any defaults, or claimed defaults, asserted with respect to Assignor under the Additional Collateral. Assignor will not: (a) expend any of the sums receivable or accruing under any Sales Agreement unless and to the extent such sums are expended strictly in accordance with the Budget (as defined in the Loan Agreement of even date between Borrower and Lender and incorporated herein by this reference) or to pay the indebtedness due under the Note; (b) pledge, transfer, mortgage or otherwise encumber or assign

any of Assignor's interest in any Additional Collateral or any rents, issues, income, revenue or profits arising or accruing there from except as provided herein; (c) waive, excuse, condone, discount, set-off, compromise, or in any manner release or discharge any Governmental Authority, Contractor, Purchaser or Lessee thereunder of or from any of its obligations, covenants, conditions or agreements; (d) cancel, terminate or consent to any surrender of any Additional Collateral, nor agree to materially modify, alter or change any of the terms thereof or of any Homeowners Document, in each case without the prior written consent of Assignee; (e) consent to any assignment of any security agreement covering any Additional Collateral without the prior written consent of Assignee except as provided herein; or (f) enter into, execute or deliver any security agreement covering any Additional Collateral without the prior written consent of Assignee.

7. Default. Violation of any of the covenants, representations or provisions contained herein by Assignor shall be deemed a default or event of default hereunder and under the terms of the other Loan Documents. A violation, breach of or failure to comply with any of the terms or provisions of the other Loan Documents or any Additional Collateral shall be deemed a default or event of default hereunder.

8. Insolvency. If any Contractor under any Contract, Purchaser under any Sales Agreement or any Lessee under any Lease should be the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state, or local statute which provides for the possible termination or rejection of any Contract, Sales Agreement or Lease assigned hereby, Assignor agrees that, if any Contract, Sales Agreement or Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for termination or rejection of any such Contract, Sales Agreement or Lease will be made payable to Assignee. Assignor hereby assigns any such payment to Assignee and further covenants and agrees that, upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which will be applied to the indebtedness secured by this Assignment in such order and manner as Assignee may determine in its sole discretion.

9. Status of Assignee. Nothing herein contained nor any action taken pursuant hereto shall be construed as making Assignee a "mortgagee in possession" in contemplation of law, except at the option of Assignee, including, without limitation, an entry by Assignee upon the Property, nor as constituting a waiver or suspension by Assignee of its rights to enforce payment of the debts under the terms of the Note or the Mortgage. Assignee is not the agent of or partner or joint venturer with Assignor or any of the Governmental Authorities, Contractors, Purchasers or Lessees.

10. Copies of the Additional Collateral. Assignor shall, upon reasonable request of Assignee, promptly furnish Assignee a complete list of all Additional Collateral. Further, if requested, Assignor shall promptly deliver to Assignee executed or certified copies of all Additional Collateral and other written agreements, correspondence and memoranda between Assignor (and its predecessors in title) and any Governmental Authority, Contractor, Purchaser or Lessee relating to the Property. To the extent that Assignor does not have executed or certified copies of the foregoing in its possession, Assignor shall deliver copies of the foregoing

in its possession, with a certification that, to the best of Assignor's knowledge and belief, each such copy is true, correct and complete and has not been amended, altered, superseded, supplemented or rescinded.

11. Successor Developer Status. Assignor covenants and agrees that, at Assignee's option, in the event of the foreclosure of the Mortgage or the granting of a deed in lieu thereof, Assignee and any subsequent purchaser of the Property shall have the right to succeed to all of the right, title and interest of Assignor, as "Declarant" or "Developer" under any or all of the Homeowners Documents, by filing a Certificate in the public records of the City in which the Property is located, setting forth that it has so elected, and such Certificate shall conclusively establish that Assignee or such subsequent purchaser of the Property, and any person claiming by or through Assignee, is the "Declarant" or "Developer", as applicable. Such Certificate shall not require the consent, approval or joinder of Assignor, but Assignor hereby agrees to join in, consent to and approve such Certificate on request.

12. Governing Law; Severability; Time of Essence. This Assignment shall be governed by the laws of the State of Illinois. Wherever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment or the operation thereof shall be prohibited by or invalid under such law, such provision and its operation shall be effective to the maximum extent permitted by law, without invalidating the remainder of such provision or the remaining provisions of this Assignment or the operation thereof. Time is of the essence of this Assignment.

13. Amendments; Interpretation. Neither this Assignment nor any provision hereof may be amended, modified, waived, discharged or terminated except in a writing executed by Assignor and Assignee. The Section headings used herein are for convenience of reference only and shall not define or limit the provisions of this Assignment. In this Assignment, the singular shall include the plural and the plural shall include the singular and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires. Capitalized terms not defined herein shall have the meanings set forth in the Mortgage.

14. Other Security. Assignee may take or release other security for the indebtedness secured hereby or by the Mortgage, may release any party primarily or secondarily liable therefor, and may apply any other security held by it to the satisfaction thereof, may exercise, fail to exercise or waive any other right or remedy available to it, and may grant extensions, renewals, forbearances or modifications with respect to such indebtedness, all without prejudice to any of its rights under this Assignment.

15. Remedies Cumulative. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note, the Mortgage, this Assignment or any other instrument or Loan Document or by or pursuant to law or in equity, by statute or otherwise, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee. Accordingly, any failure on the part of Assignee promptly to exercise any option hereby given or reserved shall not prevent the exercise of any such option at

any time thereafter. This Assignment may be enforced from time to time by Assignee at its discretion. Assignee may also at any time cease to enforce this Assignment. The right of Assignee to collect any and all indebtedness held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

16. Notice. Any notice which any party hereto may desire or may be required to give to any other party hereto shall be made in the manner provided in the Note. 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.

17. Binding Effect. The provisions of this instrument shall be binding upon Assignor and its legal representatives, successors or permitted assigns, and upon Assignee and its successors or assigns.

18. Partial Release. To the extent, if any, that any provisions of the Mortgage may provide for the partial release thereof upon conditions therein stated, the Additional Collateral to the extent it relates to any portion of the Property which may be released from the lien of said Mortgage pursuant to such provisions, and any rents, issues and profits thereafter accruing with respect thereto, shall ipso facto be immediately released from this Assignment without the necessity of further action or instrument; provided, however, nothing herein contained shall impair, alter or diminish the effect, lien and encumbrance of this Assignment with respect to the remaining portion of the Property not so released and the Additional Collateral to the extent it relates to the unreleased portion of the Property.

19. Effectiveness; Termination. (a) No judgment or decree which may be entered on any debt secured or intended to be secured by this Assignment shall operate to abrogate or lessen the effect of this Assignment, but this Assignment shall continue in full force and effect until the payment, discharge and performance of any and all indebtedness and obligations evidenced by the Note or secured by the Mortgage, in whatever form, and until all costs and expenses incurred by virtue of the authority herein contained have been fully paid out of rents, income, issues and profits of the Property, or by Assignor, or until such time as this Assignment may be voluntarily released. This Assignment shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance and recordation of a deed conveying all unreleased portions of the Real Property, pursuant to the foreclosure, unless and until all indebtedness evidenced or secured by the Mortgage is fully satisfied from the proceeds of such sale.

(b) Upon defeasance and satisfaction of the Mortgage encumbering the Property and payment in full of any costs or expenses payable to Assignee hereunder, this Assignment shall become and be void and of no effect, but the affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee stating that such Mortgage has not been defeased and discharged and that any part of the principal, interest or premium on the Note or that any costs or expenses to Assignee under the Mortgage or hereunder remain unpaid shall be and remain conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and every person is hereby authorized to rely thereon. Assignor hereby authorizes and directs all Government Authorities, Contractors, Purchasers, Lessees and other persons, upon receipt from

Assignee of written notice to the effect that a default exists under this Assignment, the Note or Mortgage, thereon as conclusive evidence of such default for purposes of dealing with Assignee, and any Lessee or Purchaser is directed to pay over to Assignee all rents, issues, income, revenues and profits (including, without limitation, option payments, deposits and purchase prices), payable or accruing under the Leases or Sales Agreements or from the Property and to continue to do so unless otherwise notified by Assignee. As of the date hereof, Assignee has not received any security deposit or earnest money deposit, down payment or other money with respect to any Lease or Sales Agreement, and Assignee has no responsibility for any such security deposit, earnest money deposit, down payment or other money not actually received by Assignee.

20. Future Subordination. The indebtedness secured hereby and this grant and the liens and security interests created hereby, as well as all rights and remedies set forth herein, are subordinated to the prior payment in full of the indebtedness evidenced and secured by those certain loan documents ("Senior Loan Documents") evidencing and/or securing (a) that certain loan made by Mid Town Bank and Trust Company of Chicago ("First Lender") to Borrower in the stated amount of \$8,700,000.00 and (b) that certain loan made by Mid Town Development Corp. ("Second Lender") (First Lender and Second Lender are collectively referred to as "Senior Lenders") to Borrower in the stated amount of \$300,000.00, together with all extensions, renewals, modifications and substitutions thereof whatsoever, and this instrument is made expressly subject to all terms of that Subordination and Standstill Agreement by and among Lender, Borrower, the mortgagor named in the Mortgage and Senior Lenders dated as of even date herewith and recorded with the Recorder of Deeds of Cook County, Illinois.

IN WITNESS WHEREOF, Assignor has executed and delivered this instrument under seal on July 20th, 1999.

WITNESS/ATTEST:

ASSIGNOR:

MADISON MANOR 2 DEVELOPMENT, L.L.C,
an Illinois limited liability company

By: [Signature] (SEAL)
Robert V. Barry, Manager

By: [Signature] (SEAL)
Enrico Plati, Manager

UNOFFICIAL COPY

99826604

99766100

STATE OF Illinois
CITY/COUNTY OF Cook

TO WIT:

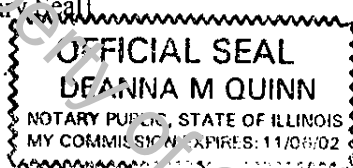
I, Deanna Quinn, a Notary Public for the State and County aforesaid, do certify that Robert T. Berry, whose name as Manager of Madison Manor 2 Development, L.L.C., an Illinois limited liability company, is signed to the foregoing Assignment of Agreements Affecting Real Estate annexed hereto bearing date on the 20th day of July, 1999, has acknowledged the same before me in my City/County aforesaid as the act and deed of said limited liability company and delivered to me as such.

Given under my hand and official seal this 1st day of August, 1999.



Notary Public Name:

[Notary Seal]



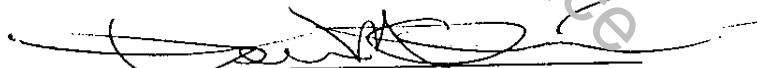
My commission expires: 11/06/02

STATE OF Illinois
CITY/COUNTY OF Cook

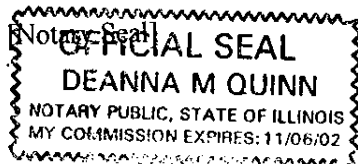
TO WIT:

I, Deanna M. Quinn, a Notary Public for the State and County aforesaid, do certify that Enrico Plati, whose name as Manager of Madison Manor 2 Development, L.L.C., an Illinois limited liability company, is signed to the foregoing Assignment of Agreements Affecting Real Estate annexed hereto bearing date on the 20th day of July, 1999, has acknowledged the same before me in my City/County aforesaid as the act and deed of said limited liability company and delivered to me as such.

Given under my hand and official seal this 1st day of August, 1999.



Notary Public Name:



My commission expires: 11/06/02

UNOFFICIAL COPY 99826604

99766100

EXHIBIT "A"

LOTS 1 TO 10, INCLUSIVE, IN WILLIAM HALE THOMPSON'S
SUBDIVISION OF LOTS 17 TO 26, INCLUSIVE, IN S.F. GALE'S SUBDIVISION OF
BLOCK 52 OF CARPENTER'S ADDITION TO CHICAGO, A SUBDIVISION OF
THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST
OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N. # 17-08-448-004-0000
Property of Cook County Clerk's Office

UNOFFICIAL COPY 3976604

39766100

Exhibit "B"

List of Permits and Related Items

Property of Cook County Clerk's Office

CIG/MADISON MANOR
ASSIGNMENT OF AGREEMENTS AFFECTING REAL ESTATE

::ODMA\PCDOCS\WS\F1280433
July 22, 1999

UNOFFICIAL COPY 99826604

Exhibit "C"

List of Contracts

99766100

Property of Cook County Clerk's Office

CIG/MADISON MANOR
ASSIGNMENT OF AGREEMENTS AFFECTING REAL ESTATE

::ODMA\PCDOCS\WSH\128043\3
July 22, 1999

Permit # 918792323

ENRICO
Exhibit B to
Assignment of
Agreements
Affecting Real
Estate



file copy

99766100

Received Date: Jul 6, 1999
PMB ENTERPRISES, LLC
3216 N. CICERO
CHICAGO, IL 60641

City of Chicago
Department of Transportation
(312) 744-4652

ERICO PLATI 312-688-1740

ACTIVITY HOURS
See RESTRICTIONS for permitted hours
DATES
Jul 6, 1999 through Oct 6, 1999

ACTIVITIES
Temporary Driveway:
A 400 Foot Barricade will be at referenced location for 3 Month(s).
920 W MADISON ST
PROVIDE 25 FT. TEMPORARY DRIVEWAY ON PEORIA
Barricade/Walkway (Alley):
A 150 Foot Barricade will be at referenced location for 3 Month(s).
920 W MADISON ST
CLOSE ALLEY FOR 150 FT. FROM SANGAMON EAST
Barricade/Walkway (Sidewalk):
A 400 Foot Barricade will be at referenced location for 3 Month(s).

Barricade/Walkway (Sidewalk):

920 W MADISON ST

**CLOSE SIDEWALK MADISON - NORTH SIDE - FROM
SANGANOM TO**

PEORIA - ERECT FENCE AT CURBLINE FOR 300 FT. AND

**CLOSE SIDEWALK ON SANGAMON - EAST SIDE - FROM
MADISON TO ALLEY NORTH ERECT FENCE AT CURBLINE
FOR 100 FT**

**DIRECT PEDESTRIANS TO SOUTH SIDE OF MADISON - ALSO
DIRECT PEDESTRIANS ON SANGAMON TO WEST SIDE OF
STREET**

OK K. GIBSON

Restrictions:

1. Protective decking must be provided to protect curb and sidewalk surface.
2. Temporary driveway must be planked with 2X10's and sheated with plywood.
3. A copy of the permit must remain on-site for inspector's review.
4. Permittee must provide a sign which identifies the telephone number and company or person performing the work. Signage may be affixed to barricades.
5. Adequate provisions must be made to prohibit the falling of any debris or materials and to provide overhead cover.
6. Sight clearance of all traffic signals and regulatory signs must be maintained at all times.
7. Maintain fire hydrant and manhole access.
8. Barricades and detour signs provided by permittee.
9. Must remain free of advertisements and graffiti.
10. Maintain a minimum of 0 feet from pedestrian traffic.
11. Pedestrian walkway must be kept free of all obstructions and debris.
12. Crosswalk obstruction prohibited.

UNOFFICIAL COPY

Exhibit B

99766100

ACTIVITY	TRANSACTION	AMOUNT	CAPS
Temporary Driveway	Fee for Activity	\$ 300.00	100-84-2030-2519
Barricade/Walkway (Alley)	Fee for Activity	\$ 450.00	100-84-2030-2590
Barricade/Walkway (Sidewalk)	Fee for Activity	\$ 1,200.00	100-84-2030-2590
Total Fees:		\$ 1,950.00	

Grand Total Fees: \$ 1,950.00

END OF PERMIT

Property of Cook County Clerk's Office



CITY OF CHICAGO
DEPARTMENT OF BUILDINGS

BUILDING PERMIT

PERMIT ISSUED FOR WORK AT 920 920 W MADISON ST

DATE ISSUE 07/07/99 DESCRIPTION OF WORK:
PERMIT NO. 99-902697 60 - FOUNDATION PERMIT FOR MIXED USE
10 STORY BUILDING

Richard M. Daley
Richard M. Daley
Mayor

IN AN EMERGENCY, CONTACT:
FRANCIS PALATHI (312) 404-7501

Mary R. Richardson
Mary R. Richardson
Building Commissioner

- ORIGINAL PERMIT MUST BE DISPLAYED ON JOB SITE AT ALL TIMES. COPIES NOT ALLOWED.
- PLANS MUST BE KEPT ON SITE DURING CONSTRUCTION.
- PERMIT IS NOT TRANSFERABLE. ANY CHANGE IN CONTRACTOR OR DEVIATION FROM PLANS MUST BE APPROVED BY DEPARTMENT OF BUILDINGS.
- PERMIT MAY BE REVOKED FOR VIOLATION OF ANY OF THE ABOVE PROVISIONS OR OTHER APPLICABLE ORDINANCES.



THIS DOCUMENT HAS BLACK PRINTING OVER A LIGHT-BLUE BACKGROUND ON WHITE PAPER

Clerk's Office
99766100

State of Illinois
County of Cook

UNOFFICIAL COPY

99826604

The affiant, Enrico Plati, being first duly sworn, on oath deposes and says that he is Manager of the Madison Manor 2 Development, L.L.C., which is the owner of the following described premises in Cook County, Illinois, to wit, 900-930 West Madison, Chicago, IL 60607, doing business as Madison Manor 2.

99766100

- That he is thoroughly familiar with all the facts and circumstances concerning the premises described above; during the six months last past the only work done or material furnished in connection with the mentioned premises are listed below.
- That the only contracts let for the furnishing of future work or materials relative to the contemplated improvements are as
- That this statement is a true and complete statement of all such contracts, previous payments, and balances due, if any.

1	2	3	4	5	6
Name and Address		Adjusted Total Contract Incl. Extras & Credit	Previously Paid	Amount of This Payment	Balance To Become Due
Cosmopolitan Bank Trust # 30688	Land	2,033,586	381,218	1,652,368	0
Pappageorge Haymes, LTD 814 N Franklin Chgo 60610	Architecture	39,405	39,405	0	0
William Worn Architects 401 West Superior, Chi. 60610	Architecture	125,000	0	117,417	7,583
The Structural Shop 502 Zerba Glenview IL 60025	Struct. Engineering	59,000	0	49,355	9,645
Lorn Finebaum 225 E Park Libertyville IL 60048	Mech., Elect., HVAC Enginr.	45,000	0	42,500	2,500
Levine Constr. 715 Deerfield Northbrook, IL 60015	Constr. Consulting	2,500	2,500	0	0
Steve Cunningham Chicago, IL	Const. Consulting	11,400	0	11,400	0
Ground Engineering 350 Pfingsten, Northbrook 60062	Soil Engineering	2,000	645	570	785
Fox Explorations 500 Park, Itasca IL 60143	Soil Borings	2,475	2,475	0	0
Samuel D. Polonetzky 6559 N Sacramento Chgo 60644	Civil Engineering	4,500	0	4,500	0
Environmental Design Int'l 4415 W. Harrison, Hillside 60162	Environmental Report	1,675	1,675	0	0
Busch & Schmitt 2400 S 27th, Broadview IL 6015	Brochures	28,426	0	28,426	0
Madison Manor 2 Dev. L.L.C. 937 W. Randolph, Chicago 60606	Legal	35,000	12,299	5,000	17,701
Britten Design 1256 Remington, Schbrg 60173	Display panels & broch.d.s.	31,000	30,558	0	442
Madison Manor 2 Dev.L.L.C.	Sales Trailer purchase	15,310	0	15,310	0
Appraisal Research Counselors 400 E Randolph Chgo IL 60601	Market Research	4,255	4,000	4,255	0
Weatherite, 8940 Kennedy Highland, In. 46323	Trailer construction	37,484	0	37,484	0
Mid Town Bank 2021 N. Clark, Chicago IL 6061	Loan fees & costs	66,200	17,700	48,500	0
First Corp. Mortg./8201 Corpor.Dr. Landover, Md 20785	Equity Loan Fee	54,600	0	54,600	0
B&P Developments 937 W. Randolph, Chicago 60606	Overhead	150,000	0	10,000	140,000
Madison Manor 2 Dev. L.L.C.	Permits and Insurance	75,000	0	41,791	33,209
Certified Survey 5740 N. Elston, Chicago IL 606	Surveys	5,000	1,095	0	3,905
Madison Manor 2 Dev. L.L.C.	Marketing and Advertising	75,000	14,387	10,000	50,613
Madison Manor 2 Dev., L.L.C.	Real Estate Taxes	30,000	0	0	30,000
Mid Town Bank 2021 N. Clark, Chicago IL 6061	Interest	636,637	0	0	636,637
FORUM CONSTRUCTION 937 W. Randolph, Chicago 60606	General Construct. Contract	7,250,000	0	100,003	7,149,997
Madison Manor 2 Dev., L.L.C.	Misc. and General Conting.	193,504	10,000	20,000	163,504
TOTAL		11,017,957	517,957	2,253,479	8,246,521

The above amounts are hereby approved for payment

It is understood that the total amount paid to date plus the amount requested in this application shall not exceed ___% of the cost of the work completed to date. I agree to furnish Waivers of liens for all materials under my contract when demanded.

Signed _____

(position)

Subscribed and sworn to before me this _____ day of _____ 19 _____

mm2os1

Exhibit C to Assignment of Agreements Affecting Real Estate

MM2OS1.WK4

UNOFFICIAL COPY

State of: Illinois
County of: Cook

ESCROW No. : 99054651
Page 1 of 4 Pages

The affiant, ENRICO PLATI being first duly sworn, on oath deposes and says that he is PRESIDENT of Forum Construction Corporation, that he has contract with Madison Manor 2 Development, L.L.C., owners for New Construction in said County to wit, for the construction of 39 units at 920 West Madison, Chicago, IL 60607

That, for the purpose of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor stated. That this statement is a full, true and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

99786100

1	2	3	4	5	6	7
Name and Address	Kind of work	Amount of Contract	Retention (Inc. Current)	Net Previously Paid	Net Amount This Payment	Balance To Complete
CASE FOUNDATION 1325 West Lake Street Roselle, IL 60172	EARTH RETENTION	27,000	0	0	0	27,000
CASE FOUNDATION 1325 West Lake Street Roselle, IL 60172	H PILINGS	501,000	0	0	0	501,000
BRADICH CONST 9817 S. Commercial Chicago IL 60617	EXCAVATION	90,000	0	0	20,000	70,000
CEL-LITE 850 Meadowview Cross. West Chicago, IL 60185	CONCRETE TOPPING	120,000	0	0	0	120,000
CHICAGO TOWN CON 300 Bobby Lane Mt. Prospect, IL 60056	C/PS, FOUNDATIONS & PLATWORK	253,500	0	0	0	253,500
WEATHERTITE CO. 8940 Kennedy Dr. Highland, IN 46322	PENTHOUSES CONSTRUCTION	95,000	0	0	0	95,000
ORLOWSKI CONSTR. 2155 W Iowa Chicago IL 60622	MASONRY & STONEMWORK	490,000	0	0	0	490,000
SPANCRETE 4012 Route 12 Crystal Lake, IL 60014	PRECAST FLOORING	584,000	0	0	0	584,000
TO LET	CONCRETE FLATWORK (basem. & grade only)	30,000	0	0	0	30,000
WEATHERTITE CO. 8940 Kennedy Ave. Highland, IN 46322	METAL RAILINGS/ MISC. METALS	75,000	0	0	0	75,000
A.G. CARLSON 514 Congress Circle North Roselle, IL 60172	STRUCTURAL STEEL	655,368	0	0	0	655,868
TO LET	STEEL FIREPROOFING	35,000	0	0	0	35,000
Weld 31 W 300 W Bartlett Bartlett, IL 60103	METAL STUDS labor & material	200,000	0	0	0	200,000
SUBTOTAL		3,156,368	0	0	20,000	3,136,368

Amount of original contract	Work completed to date
Extras to contract	Less % Retained
Total contract and extras	Net Amount Earned
Credits to contract	
Adjusted Total Contract	Net Previously Paid
	Net Amount Of This Payment
	Balance to Become Due

It is understood that the total amount paid to date plus the amount requested in this application shall not exceed _____% of the cost of the work completed to date.

I agree to furnish Wafers of Lien for all materials under my contract when demanded.

Signed _____

(position)

Subscribed and sworn to before me this _____ day of _____ 19____

Notary Public

UNOFFICIAL COPY

DATE: July 26, 1999

SWORN STATEMENT FOR CONTRACTORS AND SUBCONTRACTORS TO OWNER

Payout # 1

State of: Illinois

ESCROW No. 99,054,651
Page 2 of 4 Pages

The affiant, Enrico Plati being first duly sworn, on oath deposes and says that he is President of Forum Construction Corporation, that he has contract with Madison Manor 2 Development, L.L.C., owners for New Construction in said County to wit, for the construction of 36 units at 820 West Madison, Chicago, IL 60607

That, for the purpose of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor stated. That this statement is a full, true and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

99766100

1 Name and Address	2 Kind of work	3 Amount of Contract	4 Retention (Inc. Current)	5 Net Previously Paid	6 Net Amount This Payment	7 Balance To Complete
TO LET	DOORS, FRAMES & TRIM MATERIAL	45,000	0	0	0	45,000
WEATHERTITE CO. 8940 Kennedy Ave Highland IN 46322	CARPENTRY LABOR	120,000	0	0	0	120,000
TO LET	PLASTIC LAMINATE TOPS	18,000	0	0	0	18,000
TO LET	CULTURED MARBLE TOPS & SILLS	7,500	0	0	0	7,500
TO LET	KITCHEN & VANITY CABINETS	60,000	0	0	0	60,000
WEATHERTITE CO. 8940 Kennedy Ave Highland, IN 46322	ROOFING & SHEET METAL	50,000	0	0	0	50,000
TO LET	SKYLIGHTS	12,000	0	0	0	12,000
WEATHERTITE CO. 8940 Kennedy Ave. Highland, IN 46322	WATERPROOFING	5,000	0	0	0	5,000
WEATHERTITE CO. 8940 Kennedy Ave. Highland, IN 46322	CAULKING	10,000	0	0	0	10,000
TO LET	HARDWARE	15,000	0	0	0	15,000
TO LET	OVERHEAD DOORS	7,500	0	0	0	7,500
TO LET	STOREFRONTS & LOBBY ENTRANCE	40,000	0	0	0	40,000
SUBTOTAL		390,000	0	0	0	390,000

Amount of original contract		Work completed to date	
Extras to contract		Less % Retained	
Total contract and extras		Net Amount Earned	
Credits to contract			
Adjusted Total Contract		Net Previously Paid	
		Net Amount Of This Payment	
		Balance to Become Due	

It is understood that the total amount paid to date plus the amount requested in this application shall not exceed _____ % of the cost of the work completed to date. I agree to furnish Waivers of Lien for all materials under my contract when demanded.

Signed _____

(position)

Subscribed and sworn to before me this _____ day of _____ 19 _____

Notary Public

UNOFFICIAL COPY

DATE: July 21, 1999
 SWORN STATEMENT FOR CONTRACTORS AND SUBCONTRACTORS TO OWNER

Payout # 1

State of: Illinois
 County of: Cook

ESCROW No. 99,054,651
 Page 3 of 4 Pages

The affiant, Enrico Piatì, being first duly sworn, on oath deposes and says that he is President of Forum Construction Corporation, that he has contract with Madison Manor 2 Development, L.L.C., owners for New Construction in said County to wit, for the construction of 36 units at 920 West Madison, Chicago, IL 60607

That, for the purpose of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor stated. That this statement is a full, true and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

99766100

1 Name and Address	2 Kind of work	3 Amount of Contract	4 Retention (Inc. Current)	5 Net Previously Paid	6 Net Amount This Payment	7 Balance To Complete
SURESEAL WINDOWS 2201 S. Halsted Chicago, IL 60608	WINDOWS, PATIO DOORS, & TRANSOMS	346,000	0	0	0	346,000
TO LET	PLASTER & STUCCO	80,000	0	0	0	80,000
WEATHERTITE CO. 8940 Kennedy Ave. Highland, IN 46322	DRYWALL	200,000	0	0	0	200,000
TO LET	INSULATION	25,000	0	0	0	25,000
TO LET	CERAMIC TILE	80,000	0	0	0	80,000
TO LET	RESILIENT FLOORING	5,000	0	0	0	5,000
TO LET	PAVERS	20,000	0	0	0	20,000
SCHINDLER One Tower Lane Oakbrook Terr., IL 60181	ELEVATORS	214,900	0	0	0	214,900
WEATHERTITE Inc. 890 Kennedy Avenue Highland, Ind. 46322	HVAC	275,000	0	0	0	275,000
MAXWELL PLUMBING 9014 Cypress Court Tinley Park, IL 60477	PLUMBING	479,000	0	0	0	479,000
UNITED STATES FIRE 28427 N Ballard Lake Forest, IL 60645	SPRINKLERS	227,450	0	0	0	227,450
TO LET	FIRE ALARM SYSTEM	50,000	0	0	0	50,000
SHEPARD ELECTRIC 5523 Steamboat Circle Plainfield, IL 60544	ELECTRICAL	420,000	0	0	0	420,000
SUBTOTAL		2,422,350	0	0	0	2,422,350
Amount of original contract			Work completed to date			
Extras to contract			Less % Retainage			
Total contract and extras			Net Amount Earned			
Credits to contract						
Adjusted Total Contract			Net Previously Paid			
			Net Amount Of This Payment			
			Balance to Become Due			

It is understood that the total amount paid to date plus the amount requested in this application shall not exceed _____ % of the cost of the work completed to date.
 I agree to furnish Waivers of Lien for all materials under my contract when demanded.

Signed _____

 (position)

Subscribed and sworn to before me this _____ day of _____ 19 _____

Notary Public

DATE: Jul 26, 1999
 SWORN STATEMENT FOR CONTRACTORS AND SUBCONTRACTORS TO OWNER

UNOFFICIAL COPY

Payout # 1

State of: Illinois
 County of: Cook

ESCROW No. 99,054,651
 Page 4 of 4 Pages

The affiant, Enrico Pizzi, being first duly sworn, on oath deposes and says that he is President of Forum Construction Corporation, that he has contract with Madison Manor 2 Development, L.L.C., owners for New Construction in said County to wit, for the construction of 36 units at 820 West Madison, Chicago, IL 60607

99766100

That, for the purpose of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due from, respectively, the amounts set opposite their names for materials or labor stated. That this statement is a full, true and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

1	2	3	4	5	6	7
Name and Address	Kind of work	Amount of Contract	Retention (Inc. Current)	Net Previously Paid	Net Amount This Payment	Balance To Complete
TO LET	MIRRORS & SHOWER DOORS	15,000	0	0	0	15,000
DEMOS 6601 N Oliphant Chicago IL 60631	PAINTING	111,600	0	0	0	111,600
TO LET	POSTAL SPECIALTIES & STORAGE CAGES	9,000	0	0	0	9,000
TO LET	FIREPLACES	36,000	0	0	0	36,000
GENERAL ELECTRIC	APPLIANCES	90,000	0	0	0	90,000
TO LET	LOBBY ALLOWANCE	10,000	0	0	0	10,000
TO LET	BATH ACCESSORIES	6,000	0	0	0	6,000
TO LET	CARPETING	22,000	0	0	0	22,000
TO LET	HARDWOOD FLOORS	90,000	0	0	0	90,000
TO LET	LANDSCAPING Prkway trees	2,500	0	0	0	2,500
TO LET	MISC. & CONTINGENCY		0	0	0	0
HUNTER ALLIANCE 527 S. Wells Suite 600 Chicago, IL 60607	CONSULTING FEE	50,000	0	0	50,000	0
FORUM CONST. 937 W. Randolph 2E Chicago, IL 60607	MANAGEMENT FEE	362,500	0	0	5,000	357,500
FORUM CONST. 937 W. Randolph 2E Chicago, IL 60607	GENERAL CONDITIONS	350,000	0	0	25,000	325,000
SUB TOTAL		1,154,600	0	0	80,000	1,074,600
SUB TOTAL - p1, 2 & 3		5,968,718	0	0	20,000	5,948,718
TOTAL		7,123,318	0	0	100,000	7,023,318
Original contract		7,123,318	Work completed to date		100,000	
Extras to contract		0	Less Retained		0	
Total contract and extras		7,123,318	Net Amount Earned		100,000	
Credits to contract		0				
Adjusted Total Contract		7,123,318	Net Previously Paid		0	
			Net Amount Of This Payment		100,000	
			Balance to Become Due		7,023,318	

It is understood that the total amount paid to date plus the amount requested in this application shall not exceed _____ % of the cost of the work completed to date.
 I agree to furnish Wabars of Item for all materials under my contract when demanded.

Signed _____

(position)

Subscribed and sworn to before me this _____ day of _____ 19 _____

Notary Public

UNOFFICIAL COPY

99826604

Exhibit "D"

Sales Agreements

99766100

Property of Cook County Clerk's Office

CIG/MADISON MANOR
ASSIGNMENT OF AGREEMENTS AFFECTING REAL ESTATE

::ODMA\PCDOCS\WSH\128043\3
July 22, 1999

UNOFFICIAL COPY

Exhibit D to
Assignment of Agreements
Affecting Real Estate

99826604

99766100

Unit	Sq FT	Park No.	Name of Buyer	Sell Price	Prem. Store Room	Parking	Total Sell Price	Earnest Money	Price/ Sq. Ft.
Comm A	1430	1,2&3	Anthony Gambino	\$169,500.00		\$55,500.00	\$225,000.00		118.53
Comm B	670	4&7	Leo Clark	\$105,000.00		\$37,000.00	\$142,000.00	\$7,100.00	156.72
Comm C	758	10	Demetri Paralis	\$125,000.00		\$18,500.00	\$143,500.00	\$7,175.00	164.90
Comm D	1576								
A-4	1300								
A-5	1300								
A-6	1300								
A-7	1300	49&50	R.Pollack&S.Yanoverer	\$262,400.00		\$37,000.00	\$299,400.00	\$14,970.00	201.85
A-8	1300	29	Linda Karvunis	\$249,900.00		\$18,500.00	\$268,400.00	\$13,170.00	192.23
B-4	1420								
B-5	1420								
B-6	1420	25	Frederick Crystal	\$285,900.00		\$18,500.00	\$304,400.00	\$15,220.00	201.34
F-7	1420	32	Barry Mele	\$269,900.00		\$18,500.00	\$288,400.00	\$14,420.00	190.07
B-8	1420	20&21	Monica Gallagher	\$274,900.00		\$37,000.00	\$311,900.00	\$15,595.00	193.59
C-4	1050	TBD	Joseph Skala	\$164,900.00		\$18,500.00	\$183,400.00	\$9,170.00	157.05
C-5	1050	43	Gerardo Pedroza	\$183,400.00		\$18,500.00	\$201,900.00	\$3,000.00	
C-6	1050	41	Daniel Bahrs	\$185,900.00		\$18,500.00	\$204,400.00	\$1,000.00	
C-7	1050	18	Paul Byskosh	\$189,400.00		\$18,500.00	\$207,900.00	\$10,395.00	180.38
C-8	1050	40	Sarkoosh Singh	\$193,900.00		\$29,900.00	\$223,800.00	\$11,190.00	184.67
D-4	1040	27	Rodman Henley	\$160,400.00		\$18,500.00	\$178,900.00	\$8,945.00	154.23
D-5	1040	31	Daniel Adamany	\$162,900.00		\$18,500.00	\$181,400.00	\$9,070.00	156.63
D-6	1040								
D-7	1040	22	William McGuinn	\$185,900.00		\$18,500.00	\$204,400.00	\$1,500.00	178.75
D-8	1040	15	David Craziano	\$172,900.00		\$18,500.00	\$191,400.00	\$9,570.00	166.25
E-4	1425								
E-5	1425								
E-6	1425	23	Nicholas Doffis	\$275,400.00		\$18,500.00	\$293,900.00	\$14,695.00	193.26
E-7	1425	16	Kevin Maquirit	\$277,900.00	\$5,300.00	\$29,900.00	\$313,100.00	\$15,655.00	195.02
E-8	1425	36	Julie Capps	\$264,900.00		\$18,500.00	\$283,400.00	\$14,170.00	185.89
F-4	985								
F-5	985	34	Eric Concialdi	\$159,900.00		\$18,500.00	\$178,400.00	\$8,920.00	162.34
F-6	985	19	William Carrier	\$177,900.00		\$18,500.00	\$196,400.00	\$9,820.00	180.61
F-7	985	39	Rachel kastenbaum	\$180,900.00		\$18,500.00	\$199,400.00	9970	183.65
F-8	985								
PH-G	1657								
PH-H	1515								
PH-I	1915								
PH-J	1583								
PH-K	1634								
PH-L	1935								
				\$4,679,000.00		\$540,800.00	\$5,225,100.00		

PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

99826604

Exhibit "E"

99766100

Plans and Specifications

Property of Cook County Clerk's Office

CIG/MADISON MANOR
ASSIGNMENT OF AGREEMENTS AFFECTING REAL ESTATE

::ODMA\PCDOCS\WSH\1280433
July 22, 1999

Exhibit C to Assignment of 99826604
UNOFFICIAL COPY
LIST OF PLANS & SPECIFICATIONS

Agreements
Affecting Real
Estate

99766100

- A1 Title Sheet
- A2 Plat of Survey
- A3 Site Plan
- A4 Basement Floor Plan
- A5 Ground Floor Plan
- A6 Second Floor Plan
- A7 Third Floor Plan
- A8 Typical Floor Plan (Floors 4-8)
- A9 9th & 10th Floor Plans
- A10 Roof & Penthouse Plans
- A15 South & West Elevations
- A16 North & East Elevations
- A17 East / West Building Section
- A18 North / South Building Section
- A19 Stair Elevations, sections and Plans
- A20 Interior Elevations
- A21 Interior Elevations, Accessibility Notes
- A22 Door & Window Schedules, Wall Types
- A23 Finish Schedule
- A24 Light & Ventilation Schedules
- A25 Wall Section
- A26 Wall Sections
- A27 Details
- A28 Details

- M1 Basement Floor Mech Plan
- M2 1st Floor Mech Plan
- M3 2nd Floor Mech Plan
- M4 3rd Floor Mech Plan
- M5 4th - 8th Floor Mech Plan
- M6 9th & 10th Floor Mech Plan
- M7 Roof Mech Plan
- M8 Riser Diagram
- M9 Schedules
- M10 Schedules
- M11 Mechanical Notes

- P1 Basement Plumbing Plan
- P2 1st Floor Plumbing Plan
- P3 2nd Floor Plumbing Plan
- P4 3rd Floor Plumbing Plan
- P5 4th - 7th Floor Plumbing Plan
- P6 4th - 7th Floor Plumbing Plan
- P7 8th Floor Plumbing Plan

UNOFFICIAL COPY

LIST OF PLANS & SPECIFICATIONS

99826604

- P8 8th Floor Plumbing Plan
- P9 9th & 10th Floor Plumbing Plan
- P10 Roof Plumbing Plan
- P11 Waste & Vent Diagram
- P12 Waste & Vent Diagram
- P13 Waste & Vent Diagram
- P14 Waste & Vent Diagram
- P15 Supply Diagram
- P16 Supply Diagram
- P17 Supply Diagram
- P18 Supply Diagram
- P19 Plumbing Notes & Details
- P20 Plumbing Specifications

- E1 Basement Elec. Plan
- E2 1st Floor Elec. Plan
- E3 2nd Floor Elec. Plan
- E4 3rd Floor Elec. Plan
- E5 4th - 8th Floor Elec. Plan
- E6 4th - 8th Floor Elec. Plan
- E7 9th Floor Elec. Plan
- E8 10th Floor Elec. Plan
- E9 Roof Elec. Plan
- E10 Electrical Details
- E11 Panel Board Schedules
- E12 Panel Board Schedules
- E13 Panel Board Schedules
- E14 Panel Board Schedules
- E15 Electrical Specifications

- S001 Notes
- S101 Foundation Plan
- S201 Ground Floor Plan
- S202 Second Floor Framing Plan
- S203 Third Floor Framing Plan
- S204 Fourth Floor Framing Plan
- S205 Fifth - Eighth Floor Framing Plan
- S206 Ninth Floor Framing Plan
- S207 Tenth Floor Framing Plan
- S208 Roof Framing Plan
- S301 Section
- S302 Section
- S401 Details
- S402 Details
- S403 Details

99766100

Property of Cook County Clerk's Office

UNOFFICIAL COPY

LIST OF PLANS & SPECIFICATIONS

99826604

99766100

S404 Details
S405 Details
S501 Column Schedule
S502 Schedules
S503 Details
S504 Details
S505 Details
S506 Details
S507 Details

Property of Cook County Clerk's Office

UNOFFICIAL COPY

99826604

EXHIBIT "A"

99766100

LOTS 1 TO 10, INCLUSIVE, IN WILLIAM HALE THOMPSON'S
SUBDIVISION OF LOTS 17 TO 26, INCLUSIVE, IN S.F. GALE'S SUBDIVISION OF
BLOCK 52 OF CARPENTER'S ADDITION TO CHICAGO, A SUBDIVISION OF
THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST
OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N. # 17-08-448-004-0000

Property of Cook County Clerk's Office