

## EXHIBIT A

## PARCEL 1:

Lots 1, 2, 3, 4 and 5 in Campbell Soup Company's (Central Division) subdivision of part of the Northeast 1/4 of Section 36, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois recorded May 23, 1930 as Document Number 10567452.

## PARCEL 2:

Lots two (2) and four (4) in Campbell Soup Company's subdivision of part of the North East Quarter (N.E. 1/4) of Section 36, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois recorded July 24, 1957 as Document Number 16966716.

## PARCEL 3:

A tract of land in the N.E. 1/4 of Section 36, Township 39 N., Range 13, East of the Third Principal Meridian, bounded and described as follows: Commencing at the intersection of the North line of West 35th Street in the City of Chicago, Cook County, Illinois, 33 feet North of the South line of said N.E. 1/4 of Section 36, with the West line of South Campbell Avenue in said City, as dedicated September 1, 1904 (now vacated), produced North, thence West along the North line of said 35th Street, 908 feet for a point of beginning, continuing thence West along the North line of West 35th Street, 244.76 feet; thence North along a line at right angles to the North line of said West 35th Street, 125 feet; thence East at right angles to the last described line, 29.95 feet; thence North at right angles to the last described line 667.15 feet; thence Northeasterly along a line forming an angle of 34 degrees, 13 minutes, 30 seconds, deflecting to the right, with the last described line 165.37 feet to its intersection with the Southerly line of the Canal Reserve of the Illinois and Michigan Canal, said point of intersections being 100 feet Northeasterly (measured along the Southerly line of said Canal Reserve) of the aforementioned North and South line extended North; thence Northeasterly along the Southerly line of the Southerly Canal Reserve of the Illinois and Michigan Canal, 1,114.69 feet to its intersection with the West line of said South Campbell Avenue as dedicated September 1, 1904 (now vacated) produced North, thence South along said produced West line of said vacated Campbell Avenue, 121.50 feet to a point which is 1,217.66 feet North of the North line of said West 35th Street (measured along the said produced West line of said vacated Campbell Avenue); thence Southwesterly on a curved line convex to the Southeast and having a radius of 358.10 feet, a distance of 66.75 feet to a point of tangency which is 45.16 feet West on a line at right angles to the aforesaid West line of said vacated Campbell Avenue at a point 1168.56 feet North of the North line of said 35th Street, thence Southwest on a straight line tangent to the last described curve, a distance of 90.58 feet to a point which is 112.46 feet West of the West line of said vacated Campbell Avenue and 1107.93 feet North of the North line of said West 35th Street, thence Southwesterly on a curved line convex to the Southeast and having a radius of 327.65 feet, a distance of 146.72 feet, thence Southeasterly on a radial line of said curve, a distance of 2.35 feet to a point which is 1036.41 feet North and 238.78 feet West respectively, of the original property line of the property of the

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Albert Dickinson Company, (which property lines are the North line of said West 35th Street and the West line of said vacated South Campbell Avenue aforesaid); thence Southwesterly in, a straight line 161.65 feet to a point which is 996.60 feet North and 395.41 feet West of said property lines, respectively; thence Southwesterly in a straight line 201.73 feet to a point which is 921.75 feet North and 582.59 feet West of said property lines respectively; thence Southwesterly in a straight line 79.38 feet to a point which is 905.04 feet North and 660.17 feet West of said property lines respectively; thence Southwesterly in a straight line 49.10 feet to a point which is 890.77 feet North and 707.13 feet West of said property lines respectively; (thence Southwesterly on a curved line convex to the Northwest and having a radius of 324 feet, a distance of 387.64 feet to a point which is 590.90 feet North and 911.08 feet West of said property lines respectively; thence South in a straight line tangent to the last described curved line 590.90 feet to the point of beginning, excepting therefrom that part taken for Lots one (1) and three (3) in Campbell Soup Company's subdivision of Part of the North East Quarter (N.E. 1/4) of Section 36, Township 39 North, Range 13, East of the 3rd Principal Meridian, said subdivision being recorded July 24, 1957 by the Recorder of Deeds, Cook County, Illinois as document 16966716.

PARCEL 4:

ALL THAT PARCEL of land situate in the City of Chicago, County of Cook and State of Illinois being part of the Northeast Quarter of Section 36, Township 39 North, Range 13 East of the Third Principal Meridian bounded and described as follows, viz:

COMMENCING at the point of intersection of the center line of the Illinois and Michigan Canal and the Westerly line of South Campbell Avenue (as dedicated September 1, 1904, now vacated) produced Northwardly; thence Southwardly, along said produced Westerly line of vacated South Campbell Avenue, 18.85 feet to the Point of Beginning of the tract of land to be described thence Southeastardly, along a curved line, convexed Northeastwardly and having a radius of 246.78 feet (the tangent line of said curve forming an angle 20 degrees 05' 30" with said produced Westerly line of vacated South Campbell Avenue, measured from the South to the Southeast) the arc distance of 95.44 feet to an iron pipe; thence Southwardly, along a straight line which deflects to the right and forms an

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angle of 0 degrees 37' with the tangent line of the last described curved line produced Southwardly, the distance of 40.69 feet to a point of curvature thence Southwestwardly, along a curved line convex Southeastwardly, with a radius of 204.63 feet, the arc distance of 27.03 feet thence Southwestwardly, along a straight line, 17.59 feet to a point marked by an iron pipe in said produced Westerly line of vacated South Campbell Avenue, distant 175.64 feet South of said point of beginning, and thence Northwardly, along said produced Westerly line of vacated South Campbell Avenue, 175.64 feet to the point of beginning excepting therefrom the part lying North of the South line of the Illinois and Michigan Canal reserves (Stevenson Expressway) as disclosed by Deed recorded January 17, 1964 as Document Number 19024366.

## PARCEL 5:

Lots 39, 40 and 41 in Block 1 in Corwith's Re-Subdivision of Lots 81 to 120, 124 to 140, 144 to 150 and 152 to 157, all inclusive in Town of Brighton, in the West Half of the Southeast Quarter of Section 26, Town 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

## PARCEL 6:

Lot 1 in Block 1 in Corwith's Re-Subdivision of Lots 81 to 120 inclusive, 124 to 140 inclusive, 144 to 150 inclusive, and 152 to 157 inclusive, all in the West half of the South East quarter of Section 36, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

## PARCEL 7:

Lots One Hundred Thirty-one (131), One Hundred Thirty-two (132), One Hundred Thirty-three (133), One Hundred Thirty-four (134) and One Hundred Thirty-five (135) in Subdivision of Lots One (1) to Twenty (20) in Town of Brighton in the South East Quarter of Section Thirty Six (36), Township Thirty-nine (39) North, Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.

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PREPARED BY:  
STEPHEN H. MALATO, ESQ.  
Hinshaw, Culbertson,  
Noelmann, Hoban & Fuller  
Suite 300  
222 North LaSalle Street  
Chicago, Illinois 60601-1081

Address: See Exhibit "A"

Tax No(s): See Exhibit "A"

## ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS that AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee pursuant to Trust Agreement dated July 27, 1989 and known as Trust Number 108954-07 ("Trust") and HAWTHORNE REALTY GROUP, INC., a Delaware corporation, the owner of one hundred per cent (100%) of the beneficial interest thereof ("Beneficiary") (Trust and Beneficiary collectively "Assignor"), in consideration of the premises and of the sum of ONE DOLLAR (\$1.00), the sufficiency of which is hereby acknowledged, do, subject to the conditions hereof, hereby assign, transfer and set over unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association ("Assignee"), all of the rents, earnings, income, issues and profits now due and which may hereafter become due, payable or collectible ("Rents") pursuant to or by virtue of any and all leases, written or verbal ("Leases") or any letting of possession or agreement for the use or occupancy of any part of the land and improvements legally described on Exhibit "A" attached hereto and made a part hereof ("Premises"), which Assignor may have heretofore made, agreed to or hereafter make or agree to or which may be made or agreed to by Assignee pursuant to the power herein granted ("Agreements"); it being the intention of Assignor, to make and establish an absolute transfer and assignment of Rents, Leases and Agreements unto Assignee.

### This Assignment:

- (1) is given as additional security to secure the payment of a certain loan in the principal amount of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00), as evidenced by note therefor, executed by Trust in favor of Assignee, of even date herewith ("Note"), secured by mortgage of Premises of even date with Note, executed by Trust in favor of Assignee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois ("Mortgage");
- (2) shall be and remain in full force and effect until all sums due and owing pursuant to Note, Mortgage and "Other Loan Documents" (as such term is defined in Mortgage) (collectively "Indebtedness") shall have been paid in full, PROVIDED THAT:

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- a). this Assignment shall not become effective until the occurrence of a "Monetary Default" or "Non-Monetary Default" (as such terms are defined in Mortgage); and
- b). until the occurrence of Monetary Default or Non-Monetary Default, Assignor shall be entitled to possession of Premises and to collect and receive Rents, all subject, however, to the provisions of Mortgage.

It is understood and agreed that this Assignment shall not operate to place responsibility or liability upon Assignee for:

- i). the control, care, management or repair of Premises;
- ii). the enforcement of any of the terms and conditions of Leases or Agreements;
- (iii). any waste committed on Premises by occupancy tenants named in Leases or by any other party;
- (iv). any negligence in the management, upkeep, repair or control of Premises, resulting in loss, injury or death to any occupancy tenant, licensee, employee or third party.

In the event of the occurrence of Monetary Default or Non-Monetary Default, Assignee may, but shall not be obligated to, take possession of Premises as the true and lawful attorney-in-fact of Assignor, with full authority to collect Rents, enter into new lease agreements with respect to Premises, upon such terms and conditions as Assignee shall deem fit or proper and to operate and maintain Premises as fully as Assignor could do if personally present.

Any Rents received by Assignee shall be applied on account of any one or more of the following items, as Assignee, in its sole discretion, shall elect:

- v). commission of five per cent (5%) for collecting Rents and executing new leases;
- w). legal expenses incurred by Assignee with respect to Premises or any matter pertaining thereto;
- x). taxes or assessments levied against Premises;
- y). all other costs of maintenance and operation of Premises, including insurance premiums; and
- z). Indebtedness.

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If Assignee elects not to take possession of Premises and act as attorney-in-fact for Assignor, as provided above, nothing herein shall be construed to prevent the institution of foreclosure proceedings, as provided in Mortgage, and, during the period of redemption following foreclosure, the holder of Note may request that a receiver be appointed to impound Rents and apply the net proceeds thereof on account of Indebtedness.

Any action taken by Assignee pursuant hereto shall not be construed as affecting, in any way, the right of the holder of Note to institute, at any time, foreclosure proceedings pursuant to Mortgage, upon the occurrence of a Monetary Default or Non-Monetary Default.

Assignor hereby expressly covenants and agrees that if any proceedings instituted to enforce Mortgage are pending during such time as this Assignment remains unreleased, Assignor shall not remove or cause to be removed from Premises any part of "Personal Property" (as such term is defined in Mortgage), now or hereafter available for use by occupancy tenants and/or the operation of Premises, unless Assignor replaces the same with like property owned by Assignor, and Assignor shall not hold Assignee responsible for any damage to Personal Property.

This Assignment of Rents and Leases is executed by Trust, not personally but solely as trustee under the terms of the aforesaid Trust Agreement, solely in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Trust hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that:

- (1) Nothing herein or in Note, Mortgage or Other Loan Documents contained shall be construed as establishing any personal liability upon Trust, personally, to pay Indebtedness or to perform any of the terms, covenants, conditions and agreements herein or therein contained, all such personal liability being hereby expressly waived by Assignee; Assignee's only recourse against Trust being against Mortgaged Premises and other property given as security for the payment of Indebtedness ("Other Security"), in the manner herein, in Loan Agreement, Note, Mortgage and Other Loan Documents and by law provided.
- (2) In the event of the occurrence of a Monetary Default or Non-Monetary Default or upon the maturity of Indebtedness, whether by acceleration, passage of time or otherwise, the recourse of Assignee against Trust shall be limited to judicial foreclosure of Mortgaged Premises or the exercise of other remedies set forth herein and in Loan Agreement, Note and Other Loan

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## Documents.

(3) Except as herein, Note, Mortgage and Other Loan Documents provided, Assignee shall look solely to Mortgaged Premises, Other Security and the foreclosure of the lien of Mortgage or the realization on the security of this Assignment and no deficiency judgment for Indebtedness (following the application of Mortgaged Premises, Other Security and the proceeds thereof) shall be instituted, sought, taken or obtained against Trust, PROVIDED THAT nothing contained herein shall be deemed to prejudice the rights of Assignee to recover from Beneficiary and others, except Trust:

- a). all loss, damage, cost and expense (including attorney fees) suffered by Assignee as a result of fraud or material misrepresentation made by Beneficiary or a breach of Beneficiary's warranty and representation contained in any documents delivered to Assignee by or at the request of Assignor or as a result of the intentional or negligent waste of Mortgaged Premises;
- b). all rents, revenues, issues and profits from Mortgaged Premises received during the period of any Monetary Default or Non-Monetary Default or after acceleration of Indebtedness and not applied to the payment of Indebtedness or the normal operating expenses of Mortgaged Premises;
- c). all rents from Mortgaged Premises collected more than one (1) month in advance which are not earned at the time of the occurrence of any Monetary Default or Non-Monetary Default and which are not applied to payment of Indebtedness or the normal operating expenses of Mortgaged Premises;
- d). all "Proceeds" and "Awards" (as such terms are defined in Mortgage) which are not applied in accordance with the provisions of Mortgage and Other Loan Documents;
- e). any part of the fees due and payable to Assignee pursuant to Commitment, not paid as provided therein; and
- f). any and all of Assignee's costs, expenses, damages or liabilities, including, without limitation, all reasonable attorneys' fees, directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about

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Mortgaged Premises of any "Hazardous Substances" (as such term is defined in Mortgage).

Nothing contained herein or in Note, Mortgage and Other Loan Documents to the contrary notwithstanding shall be deemed to release, affect or impair Indebtedness or the rights of Assignee to enforce its remedies pursuant hereto and to Note, Mortgage and Other Loan Documents, including, without limitation, the right to pursue any remedy for injunctive or other equitable relief.

IN WITNESS WHEREOF, Trust has caused this Assignment to be executed by its duly authorized officers and Beneficiary has executed this Assignment as of this 28<sup>th</sup> day of JULY, 1969.

Trust

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee aforesaid

By [Signature]  
Title VICE PRESIDENT

ATTEST:

[Signature]

Title: ASSISTANT SECRETARY

Beneficiary

HAWTHORNE REALTY GROUP, INC., a Delaware corporation

By [Signature]  
Title Vice President

ATTEST:

[Signature]  
Title: ASST SECY.

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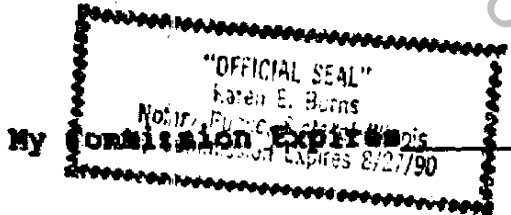
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STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, of American National Bank and Trust Company and Claire Rosati Feley thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and ASSISTANT SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said for the uses and purposes therein set forth and the said did also then and there acknowledge that as custodian of the corporate seal of said did affix the said corporate seal thereof to said instrument as his own free and voluntary act, and as the free and voluntary act of said for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of JUL 28 1989, 1989.

[Signature]
Notary Public



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STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK    )

*Jane B. Litalak  
and Jay D. Twine,  
18*

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that HAWTHORNE REALTY GROUP, INC. a Delaware corporation, \_\_\_\_\_ of \_\_\_\_\_, and \_\_\_\_\_, thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE-PRES. and ASST. SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their ~~own~~ free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth, and the said \_\_\_\_\_ did also then and there acknowledge that as custodian of the corporate seal of said \_\_\_\_\_, did affix the said corporate seal thereof to said instrument as his own free and voluntary act, and as the free and voluntary act of said \_\_\_\_\_ for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of July, 1989.

Donna Head

Notary Public

My Commission Expires My Commission Expires April 10, 1993

Notary Public of Cook County Clerk's Office

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Lawyers Title Insurance Corporation

Policy No. A3452

Claim No. 0162

City

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IDENTIFIED No.	
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CAROL ROSELEY DRAVN  
REGISTRAR OF TILES

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*Handwritten signature*  
0172182