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COLLATERAL ASSIGNMENT OF
CONDOMINIUM DOCUMENTS, DEPOSITS AND SECURITY AGREEMENT
from

THE HERITAGE AT MILLENNIUM PARK, LLC, a Delawar: li nited liability company

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MMBC DEBT HOLDINGS I, LLC a Delaware limited liability company

Dated as of July 1, 2002

Permanent Tax Index Numbers and Address: See Exhibit A

Commonly known as the Southeast Corner of North Wabash Avenue and East Randolph Street Chicago, Illinois 60601 This Instrument Prepared by and to be Returned After Recording to:

Prepared By: \
Barry D. Green, Esq.
Goulston & Storrs
400 Atlantic Avenue
Boston, MA 02110



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# COLLATERAL ASSIGNMENT OF CONDOMINIUM DOCUMENTS, DEPOSITS AND SECURITY AGREEMENT

THIS COLLATERAL ASSIGNMENT OF CONDOMINIUM DOCUMENTS, DEPOSITS AND SECURITY AGREEMENT (this "Assignment"), made as of July 1, 2002 by THE HERITAGE AT MILLENNIUM PARK, LLC, a Delaware limited liability company, having an address at 445 West Erie Street, Suite 210, Chicago, Illinois 60610 (hereinafter called "Assignor") and MMBC DEBT HOLDINGS I, LLC, a Delaware limited liability company, having an address at c/o David L. Babson & Company Inc., 1500 Main Street, Suite 2100, Springfield, Massachusetts 01115 (hereinafter called "Lender").

### WITNESSETH:

## Section 1. DEFINITIONS

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As used in this Assignment, the capitalized terms in this Section shall have the respective meanings set forth below. Capitalized terms not otherwise specifically defined herein shall have the same meaning as in the Construction and Interim Loan Agreement between Assignor and Lender dated as of the date hereof, as the same may be amended, modified or restated ("Loan Agreement").

"Assignment of Leases" shall have the meaning set forth in Section.

"Deposits" shall have the meaning set forth in Section 2.1

"Condominium Act" shall mean the Illinois Condominium Property Act 765 ILCS 605/1 et seq., as now or hereafter amended.

"Condominium Documents" shall mean all documentation relating to the creation, operation, governance and maintenance of the condominium as part of the Project, now or hereafter created, including without limitation the forms of declaration of condominium ownership and of easements, restrictions, covenants, conditions and bylaws, condominium operating budget, articles of incorporation of The Heritage at Millennium Park Condominium Association and plans for the condominium and all other elements of the property report, as amended, and any and all instruments creating the covenants, restrictions and easements among the various components of the Project, including without limitation the REA, all unit reservation agreements, all Approved Purchase and Sale Agreements, all unit deeds with respect to individual condominium units, and all management and other contracts and agreements with respect to the establishment, management and operation of such condominium regime, now or hereafter made, and as the same may be amended, modified or restated.

"Earnest Money Letters of Credit" shall mean the letters of credit now or hereafter posted as earnest money deposits by the purchasers of Units under Approved Purchase and Sale Agreements, as the same may be now or hereafter amended, modified, replaced or extended.

"Note" shall have the meaning set forth in Section 2.2.1.

"Property" shall have the meaning set forth in Section 2.1.

"Secured Obligations and Instruments" shall have the meaning set forth in Section 2.2.

Section 2. ASSIGNMENT

Section 2.1 The Assignor, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, hereby grants to the Lender a security interest in, and assigns to the Lender all rights and interests of the Assignor in the Condominium Documents including, without limitation, Assignor's rights and interests in each Approved Purchase and Sale Agreement which now have been or may hereafter be executed with third party purchasers for the sale of condominium units within the condominium now or hereafter created by the Condominium Documents, and all of the rights accruing to Assignor under the Condominium Act and/or the Condominium Documents (whether as declarant under Condominium Documents, owner of Units or otherwise), to the extent assignable for and in respect of the condominium to be created with respect to all or a part of the real property in Chicago, Cook County, Illinois, as more particularly described in the Mortgage, reference being hereby made to such description as though fully set forth herein, and the improvements on or to be constructed thereon (hereinafter collectively referred to as the "Property").

Further, as additional security for the payment and performance of all of the obligations of the Assignor under this Assignment and the other Loan Documents, the Assignor hereby assigns to Lender and grants a security interest to Lender in all deposits, proceeds and other payments now or hereafter made (and any and all accounts in which the same are now or hereafter held) under Approved Purchase and Sale Agreements, subject to the rights of the buyers thereunder, in whatever form made (whether cash, Earnest Money Letters of Credit, or otherwise and whether the same are held by Schior Lender, Lender or otherwise), including, without limitation, the proceeds of all letters of credit delivered by purchasers of Units (proceeds received or due to be received under Approved Purchase and Sale Agreements, Earnest Money Letters of Credit, and all other cash deposits are collectively hereinafter referred to as "Deposits").

The Assignor shall keep all Condominium Documents and Peposits free and clear of all liens, security interests and encumbrances, other than those in favor of the Lender and the Senior Lender. This Assignment is intended to be a security agreement under the Uniform Commercial Code of the State of Illinois as from time to time in effect.

- Section 2.2 This Assignment is made for the purpose of securing the following obligations and instruments (the "Secured Obligations and Instruments"):
- 2.2.1 The payment of the principal sum, interest, charges and indebtedness evidenced by a promissory note (together with any extensions, renewals, replacements, allonges, modifications and amendments thereof, the "Note") dated as of even date herewith, in the original principal amount of TWENTY-SEVEN MILLION AND 00/100 DOLLARS (\$27,000,000.00) given by Assignor to the order of Lender, pursuant to which Note the interest shall accrue and be compounded on and added to the original principal amount of \$27,000,000.00 in accordance with and subject to the terms thereof such that, assuming no amount is prepaid, the amount of Fifty-Four Million One Hundred Twenty-Two Thousand Five Hundred Forty-Three and 05/100 Dollars (\$54,122,543.05) shall be due and payable on the scheduled maturity date thereof; and

- 2.2.2 The payment, performance, discharge and satisfaction of each covenant, warranty, representation, undertaking and condition to be paid, performed, satisfied and complied with by Assignor under and pursuant to this Assignment, the Mortgage, the Loan Agreement and all other Loan Documents.
- Section 2.3 Notwithstanding anything to the contrary contained herein, so long as no Event of Default shall exist and subject to the other Loan Documents, the Assignor shall have all the rights as the holder in and with respect to the Condominium Documents and under the Condominium Act as may be lawfully permitted, which shall include, if applicable, the Lender making Earnest Money Letters of Credit available to the Assignor in accordance with the terms of the Loan Agreement, in order to enable the Assignor to make any draw thereon that the Assignor is entitled to make or to return an Earnest Money Letter of Credit to a buyer of a Unit who becomes legally entitled to such a return.
- Section 2.4 Notwithstanding the provisions of Paragraph 2.3, and subject to Assignor's obligations under the Senior Loan Agreement, even in the absence of any Event of Default by Assignor, Assignor shall place all Deposits with the Lender or as directed from time to time by Lender, subject to Assignor's obligation to account for such Deposits. Upon any Event of Default by Assignor, Lender shall have the absolute right to receive all Deposits to which Assignor would otherwise be entitled, including, without limitation, payments upon the closing of a Unit sale. Subject to the terms of the Senior Loan Agreement and the Intercreditor Agreement, the Assignor shall deliver to Lender the original of each Earnest Money Letter of Credit along with a notification and direction to the issuer of such Earnest Money Letter of Credit to pay the proceeds of drawings on such Farnest Money Letter of Credit to Lender, and consented to and accepted in writing by the issuer of such Earnest Money Letter of Credit, in the form required by the Loan Agreement.
- Section 2.5 Upon full payment and performance of the obligations and liabilities contained in the Secured Obligations and Instruments, this Assignment shall terminate. In that event, upon the request of the Assignor, the Lender covenants to execute and deliver to the Assignor instruments effective to evidence the termination of this Assignment and the reassignment to the Assignor of the Condominium Documents and the rights, title, interest, power and authority assigned herein. Further, Lender shall promptly re urr any Earnest Money Letters of Credit and any other Deposits then in Lender's possession (as well as release any rights to any assignments of proceeds under any Earnest Money Letters of Credit)

Notwithstanding the foregoing, the affidavit, certificate or other written statement of any officer of the Lender stating that any part of the Secured Obligations and Instruments re may not unpaid shall constitute conclusive evidence of the then validity, effectiveness and continuing force of this Assignment, upon which any person, firm or corporation receiving any such affidavit, certificate or statement may, and is hereby authorized to, rely. Upon receipt from the Lender of written notice to the effect that the Lender is then the assignee under this Assignment and that an Event of Default has occurred under any of the Secured Obligations and Instruments, the Assignor hereby irrevocably directs the grantor of, licensor of or contracting party to any Condominium Document, to the extent not prohibited by such Condominium Document or under any recognition or other agreement, if any, executed by such grantor, licensor or contracting party, to recognize and accept the Lender as the holder of such Condominium Document for any and all purposes as fully as it would recognize and accept Assignor and the performance of Assignor thereunder, and to continue to do so until otherwise notified by the Lender.

## Section 3. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES

The Assignor represents and warrants to the Lender as follows:

- Section 3.1 To its knowledge, as a result of this Assignment and the other Loan Documents, the Lender shall have a perfected security interest in and to the Condominium Documents and Deposits, subject to no other lien or security interest other than that in favor of Senior Lender pursuant to the Senior Loan Documents.
- Section 3.2 To its knowledge, the Assignor is and will be the beneficiary of, and the sole and absolute owner and holder of (subject to the terms of this Assignment and the Senior Loan Documents), each Earnest Money Letter of Credit delivered to the Assignor, and is and will be entitled to make drawings thereunder in accordance with the terms of such Earnest Money Letter of Credit and the Approved Purchase and Sale Agreement to which it relates.
- Section 3.3 The assignment of the Deposits to Lender is and will be valid, effective and enforceable, all not withstanding any discrepancy between the name of the Assignor as shown in any Earnest Money Letter of Credit and the actual legal name of the Assignor.

### Section 4. <u>ASSIGNOR'S COVENANTS</u>

This Assignment is made and accepted upon the following terms and conditions:

- Section 4.1 The Assignor hereby recess (i) to perform in a timely manner all its obligations, covenants, conditions and agreements under the Condominium Documents, Loan Agreement and all other Loan Documents, all restrictive covenants and agreements affecting the Property and with all Legal Requirements and (ii) to refere performance by each other party thereto of each and every obligation, covenant, condition and agreement to be performed by such other party.
- Section 4.2 The Assignor shall execute and deliver to the Lender, at the request of Lender, such further instruments as the Lender from time to time may do m necessary to make effective this Assignment and the several covenants of the Assignor had in contained, including without limitation such additional security agreements and other documents as the Lender shall from time to time reasonably request in order to create and perfect such security in erest.
- Section 4.3 Unless otherwise permitted under the Loan Agreement, the Assignor shall not without Lender's prior written consent: (i) sell, assign, transfer, mortgage or pluge any Condominium Document, Deposit or any rights or interest related thereto other than in favor of Senior Lender pursuant to the Senior Loan Documents; or (ii) permit or agree to any cancellation, abridgment, amendment, extension, renewal or modification of any of the terms, covenants and conditions of any Condominium Document or any Earnest Money Letter of Credit or terms governing the Deposits.
- Section 4.4 In addition to all other rights and remedies granted to the Lender under this Assignment and the other Loan Documents, the Assignor hereby irrevocably constitutes and appoints Lender, and any officer of Lender from time to time designated by Lender, as attorney in fact and agent and authorized signer and signatory for the Assignor to draw upon any Earnest Money Letters of Credit if the Assignor is entitled to draw thereon under the relevant Approved Purchase and Sale Agreement and/or to transfer to Lender any Earnest Money Letter of Credit;

provided, however, that Lender shall not exercise any such right unless an Event of Default under this Assignment or any of the other Loan Documents has occurred. The foregoing powers of attorney are acknowledged by the Assignor to be coupled with an interest and irrevocable. Following any such transfer of an Earnest Money Letter of Credit to Lender, Lender shall have the right to make any draw that is permitted under the terms of such Earnest Money Letter of Credit and shall have the right to transfer the same to any party who acquires title to the Property or any portion thereof by way of a foreclosure or other judicial sale or by deed in lieu of foreclosure or other conveyance in lieu of such a sale. All transfer fees and commissions paid by Lender in connection with any such transfer of an Earnest Money Letter of Credit shall be payable by the Assignor.

Section 4.5 Assignor agrees to provide Lender with copies of any and all notices (i) received by Assignor which allege, either directly or indirectly, that Assignor is delinquent or deficient in the performance of the terms of any obligation of Assignor under any Condominium Document or this Assignment, promptly after receipt thereof; and (ii) sent by Assignor which allege, either directly or indirectly, that any other party to a Condominium Document or Earnest Money Letter of Credit is in breach of any of its obligations thereunder, promptly after transmittal thereof.

## Section 5. DEFAULT AND REMEDIES

Section 5.1 Immediately upon the occurrence of an Event of Default, the right described in Section 2.3 shall cease and terminate, and, in such event, the Lender is hereby expressly and irrevocably authorized, but not required, to exercise every right, option, power or authority inuring to the Assignor under any or e or more of the Condominium Documents or Earnest Money Letters of Credit as fully as the Assignor could itself. In the event of such Event of Default, Lender shall apply amounts received by Assignor under the Condominium Documents and the Deposits, to the extent permitted by law, in the manner set forth in Section 15.25 of the Loan Agreement.

Section 5.2 Further, and without limitation of the toregoing remedies, upon the occurrence of an Event of Default, the Lender shall have the rights and remedies of a secured party under the Uniform Commercial Code, as enacted in the State of Limiois, as to all Condominium Documents, Deposits, and all other pledged or assigned hereby in addition to the rights and remedies otherwise provided for by law or in equity or in any other Loan Document. The Lender shall give the Assignor ten (10) days prior notice of the time and place of any public sale of any such collateral or the time after which any private sale or any other intended disposition is to be made. After deducting all expenses incurred in connection with the enforcement of its rights under this Assignment, the Lender shall cause the proceeds of such collateral to be applied in the manner set forth in Section 15.25 of the Loan Agreement, and the Assignor shall remain liable for any deficiency subject to the limitations set forth in the Loan Agreement.

Section 5.3 Assignor shall indemnify and hold the Lender harmless against and from and against: (i) any and all liability, loss, damage and expense, including reasonable attorney's fees, which it may or shall incur by reason of this Assignment, or by reason of any action taken by the Lender under the Condominium Documents or with respect to the Deposits; (ii) any and all claims and demands which may be asserted against the Lender by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants and conditions contained in the Condominium Documents or any Earnest Money Letter of Credit or

with respect to the Deposits; excepting only liabilities, losses, damages, expenses, claims and demands directly attributable to the gross negligence or intentional misconduct of the Lender or actions taken by Lender in violation of any Legal Requirements governing the Condominium Documents. Should the Lender incur any such liability, loss, damage or expense, the amount thereof, together with interest thereon at the Default Rate, shall be payable by the Assignor to the Lender immediately upon demand and shall be secured by the Security Documents, or, at the option of the Lender, the Lender may reimburse itself therefor out of any receipts, rents, income or profits of the Property collected by the Lender before the application of such receipts, rents, income or profits to any other obligation of the Assignor hereunder or under the Secured Obligations and Instruments.

- Section 5.4 This Assignment shall not operate or be construed to obligate the Lender to perform any of the terms, covenants or conditions contained in the Condominium Documents or otherwise to impose any obligation on the Lender with respect to the Condominium Documents prior to written notice by the Lender to the Assignor of Lender's election to assume the Assignor's obligations under one or more of the Condominium Documents or with respect to the Deposits. Prior to such election, this Assignment shall not operate to place upon the Lender any responsibility for the operation, control, care, management or repair of the Property or for the payment, performance or observance of any obligation, requirement or condition under any Condominium Document or under any agreement in respect to any such Condominium Document or with respect to the Deposits. The execution of this Assignment by the Assignor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Property as well as the payment, performance or observance of any obligation, requirement or condition under the Condominium Documents or with respect to the Deposits is and shall be that of the Assignor, prior to such election by the Lender.
- Section 5.5 From and after the occurrence of an Event of Default, Lender may modify, amend, terminate and take such other acts as it ruley elect in its sole discretion with respect to the Condominium Document and Assignor's rights and remedies thereunder.
- Section 5.6 Lender shall not be liable for any loss sustained by Assignor resulting from Lender's exercise or nonexercise of the rights of Assignor, or from any other act or omission of Lender in connection with the Property, the Condominium Document or Deposits whether before or after an Event of Default, unless such loss is caused by the gross negligence or intentional misconduct of the Lender or actions taken by Lender in violation of any Legal Requirements. The Lender shall be accountable only for the amounts that it actually receives as a result of the exercise of its remedies hereunder.

### 6. MISCELLANEOUS

- Section 6.1 <u>Survival</u>. The Assignor agrees that, notwithstanding any action by the Lender to enforce its rights under any of the Secured Obligations and Instruments, this Assignment shall survive as security for any of the other Secured Obligations and Instruments.
- Section 6.2 <u>No Waiver</u>. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Lender of its rights and remedies hereunder or under any one or more of the other Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms of any of the other Loan Documents the rights and remedies possessed by Lender under other Loan Documents. The right of Lender to

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collect the principal sums, interest and indebtedness under the Loan Documents and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

- Section 6.3 <u>Notices</u>. Any and all notices, elections, demands or requests provided for or permitted to be given pursuant to this Assignment shall be in writing and given in the manner set forth in the Loan Agreement for the giving of notices thereunder.
- Section 6.4 Severability. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- Section 6.5 Governing Law. This Assignment, except as otherwise provided in the Loan Agreement as to liens, security interests and the exercise of remedies as to which the law of Illinois shall govern, shall in all respects be governed, construed, applied and enforced in accordance with the internal laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law.
- Section 6.6 <u>Bind and Inure</u>. This Assignment, shall be binding upon and shall inure to the benefit of the respective permitted successors and assigns of Borrower and Lender.
- Section 6.7 <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original.
- Section 6.8 <u>Amendments</u>. No provision of this Assignment may be changed, waived, discharged or terminated orally, by telephone or by any other means except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

# Section 6.9 <u>Power of Attorney.</u>

- 6.9.1 Appointment and Powers of Lender. The Assignor nereby irrevocably constitutes and appoints the Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of the Assignor or in the Lender's own name, for the purpose of carrying out the terms of this Assignment, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or useful to accomplish the purposes of this Assignment and without limiting the generality of the foregoing, hereby gives said attorneys the power and right on behalf of the Assignor, without notice to or assent by the Assignor to file financing statements to be recorded and re-recorded, registered and re-registered, filed and refiled at such times and places as may be required by law or reasonably deemed advisable by Lender to create, preserve or protect the priority hereof and of any lien or security interest created hereby. Lender shall not exercise any rights under this Section 6.9.1 unless an Event of Default under this Assignment or any of the other Loan Documents has occurred.
- 6.9.2 <u>Ratification by Assignor</u>. To the extent permitted by law, the Assignor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and is irrevocable.

- ASSIGNOR AND LENDER (BY ITS ACCEPTANCE HEREOF) HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ASSIGNMENT OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTIES AND AGREES THAT NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. ASSIGNOR CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR LENDER TO ACCEPT THIS ASSIGNMENT AND TO MAKE THE LOAN;
- Consent to Derisdiction. Assignor hereby irrevocably submits to the 6.11 nonexclusive personal jurisdiction of any Massachusetts State Court or any Federal Court sitting in Massachusetts over any suit, action or proceeding arising out of or relating to this Assignment. Assignor hereby agrees and consents that in addition to any methods of service of process provided for under applicable law, all service of process in any such suit, action or proceeding in any Massachusetts State or Federal Court sitting in Massachusetts may be made by certified or registered mail, return receipt requested, directed to Assignor at the address set forth above and ys an. service so made shall be deemed completed five (5) days after the same shall have been so mailed.

[Signatures on following pages]

EXECUTED AS A SEALED INSTRUMENT, in any number of counterpart copies, each of which shall be deemed to be an original for all purposes, as of day and year first above written.

### ASSIGNOR:

THE HERITAGE AT MILLENNIUM PARK, LLC, a Delaware limited liability company

By: The Heritage at Millennium Park
Mezzanine LLC, a Delaware limited
liability company
its sole member and manager

By: MESA MPT LLC, a Delaware limited liability company

Name: Richard A. Hanson

Title: Manager

STATE OF ILLANOIS

, SS.

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July 30, 2002

Then personally appeared before me the above-named Richard A. Hanson, the manager of MESA MPT LLC, the sole member/manager of The Heritage at Millennium Park Mezzanine LLC, the sole member/manager of THE HERITAGE AT MILLENNIUM PARK, LLC (the Assignor described above) and acknowledged the foregoing instrument to be such person's free act and deed and the free act and deed of such Assignor.

Date: 7/30/02

\_\_, Notary Public

My Commission Expires: 7/28/2003

"OFFICIAL SEAL"
CHRISTINE A. KOHN
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 07/28/2003

# EXHIBIT A ANNEXED TO AND MADE A PART OF THE COLLATERAL ASSIGNMENT OF CONDOMINIUM DOCUMENTS, DEPOSITS AND SECURITY AGREEMENT GIVEN BY THE HERITAGE AT MILLENNIUM PARK, LLC

Assignor:

The Heritage at Millennium Park, LLC 445 West Erie Street, Suite 210 Chicago, Illinois 60610

### PINs:

Cook County Clerk's Office 17-10-309-001 17-10-309-003 17-10-309-004 17-10-309-005 17-10-309-006 17-10-309-007 17-10-309-008 17-10-309-010 17-10-309-011

The land and other improvements now or hereafter thereon situated, in Chicago, Cook County, Illinois and more particularly described as follows

### Parcel 1:

THE WEST  $\frac{1}{2}$  OF LOT 1 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL  $\frac{1}{4}$  OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### Parcel 2:

THE EAST 1/2 OF LOT 1 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### Parcel 3:

LOT 2 IN BLOCK 12 IN FORT DEAREORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### Parcel 4:

LOT 3 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 HORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILL INOIS.

### Parcel 5:

LOT 4 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### Parcel 6:

LOT 5 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### Parcel 7:

LOT 6 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.