

UNOFFICIAL COPY

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2003/0080 34 001 Page 1 of 17
2000-04-05 15:27:08
Cook County Recorder 53.50



00237914

Account No: 888 8881123075

This instrument was prepared by:

Cathy Good

Return to:
GENERAL AMERICAN CORPORATION
1059 TECHNOLOGY PARK DRIVE
GLEN ALLEN, VA 23060
(800) 522-4228

First Union Home Equity Bank, N.A.
1000 Louis Rose Place
2nd Floor, Suite B
Charlotte, NC 28262

MORTGAGE

THIS MORTGAGE is made this day of March 15, 2000, between the Mortgagor, OVERTON PARRISH, unmarried man (herein "Borrower"), whose address is 505 W LAKE SHORE DR APT 2907 CHICAGO IL 60611 and the Mortgagee, First Union Home Equity Bank, N.A., a national banking association organized and existing under the laws of the United States of America, whose address is NC-0361 CHARLOTTE, NC 28288 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$75,000.00, which indebtedness is evidenced by Borrower's note dated March 15, 2000 and extensions, renewals and modifications thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on March 20, 2030;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of his Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

*SY
P-17
S-
M-7*

*17
M
S.W*

UNOFFICIAL COPY

4/17/2001

0000-0000

5000-00-00-0000

Property of Cook County Clerk's Office

GENERAL AMERICAN CORPORATION
1055 TECHNOLOGY PARK DRIVE
GREEN ALLEN AV, SCOTT
(800) 525-4339

which has the address of 505 N LAKE SHORE DR APT 2907 CHICAGO IL 60611

(herein "Property Address") and Permanent Parcel Number 17-10-214-016-1451 ;

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Any Rider ("Rider") attached hereto and executed of even date is incorporated herein and the covenant and agreements of the Rider shall amend and supplement the covenants and agreements of this Mortgage, as if the Rider were a part hereof.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.
2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender first to interest due on the Note, second to the principal due on the Note, and then to other charges, if any, due on the Note.
3. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations, under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
4. **Hazard Insurance.** a) Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and any other hazards, including floods or flood, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 6.
b) All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt to the insurance carrier and Lender. Lender may make proof of loss if not made promptly to Borrower.

c) Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

d) Except as provided in subparagraph 4(e) below, should partial or complete destruction or damage occur to the Property, Borrower hereby agrees that any and all instruments evidencing insurance proceeds received by Lender as a result of said damage or destruction, shall be placed in a non-interest bearing escrow account with Lender. At Lender's discretion, Lender may release some or all of the proceeds from escrow after Borrower presents Lender with a receipt(s), invoice(s), written estimates(s), or other document(s) acceptable to Lender which relates to the repair and/or improvements of the Property necessary as a result of said damage and/or destruction. Absent an agreement to the contrary, Lender shall not be required to pay Borrower any interest on the proceeds held in the escrow account. Any amounts remaining in the account after all repairs and/or improvements have been made to the Lender's satisfaction, shall be applied to the sums secured by this Deed of Trust, Deed to Secure Debt, or Mortgage. Borrower further agrees to cooperate with Lender by endorsing all, checks, drafts and/or other instruments evidencing insurance proceeds; and any necessary documents. Should Borrower fail to provide any required endorsement and/or execution within thirty (30) days after Lender sends borrower notice that Lender has received an instrument evidencing insurance proceeds, or document(s) requiring Borrower's signature, Borrower hereby authorizes Lender to endorse said instrument and/or document(s) on Borrower's behalf, and collect and apply said proceeds at Lender's option, either to restoration or repair of the Property or to sums secured by this Deed of Trust, Deed to Secure Debt, or Mortgage. It is not the intention of either party that this escrow provision, and/or Lender's endorsement or execution of an instrument(s) and/or document(s) on behalf of Borrower create a fiduciary or agency relationship between Lender and Borrower.

e) Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 16 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument.

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such actions as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

9. Borrower Not Released; Forbearance By Lender Not a Waiver. The Borrower shall remain liable for full payment of the principal and interest on the Note (or any advancement or obligation) secured hereby, notwithstanding any of the following: (a) The sale of all or a part of the premises, (b) the assumption by another party of the Borrower's obligations hereunder, (c) the forbearance or extension of time for payment or performance of any obligation hereunder, whether granted to Borrower or a subsequent owner of the property, and (d) the release of all or any part of the premises securing said obligations or the release of any party who assumes payment of the same. None of the foregoing shall in any way affect the full force and effect of the lien of this Mortgage or impair Lender's right to a deficiency judgment (in the event of foreclosure) against Borrower or any party assuming the obligations hereunder.

Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

11. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by first class mail addressed to Borrower or the current owner at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and any other person personally liable on this Note as these person's names and addresses appear in the Lender's records at the time of giving notice and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

12. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

13. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note, this Mortgage and Rider(s) at the time of execution or after recordation hereof.

14. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

15. Transfer of the Property or a Beneficial Interest in Borrower, Assumption. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at Lender's option, for any reason, declare all the sums secured by this Mortgage to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

This Mortgage may not be assumed by a purchaser without the Lender's consent. If an assumption is allowed, the Lender may charge an assumption fee and require the person(s) assuming the loan to pay additional charges as authorized by law.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

16. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums under the Note secured by this Mortgage, Lender, at Lender's option may declare all sums secured by this Mortgage, to be immediately due and payable without demand or notice and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

17. Assignment of Rents; Appointment of Receiver, Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 16 hereof or abandonment of the Property and at any time prior to judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to received fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage.

18. Loan Charges. If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (1) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by mailing a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

19. Legislation. If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Mortgage or any Rider, unenforceable according to their terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in this Mortgage or the Note, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Mortgage to be immediately due and payable.

20. Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void and Lender or Trustee shall release this Mortgage without charge to Borrower. Lender, at Lender's option, may allow a partial release of the Property on terms acceptable to Lender and Lender may charge a release fee. Borrower shall pay all costs of recordation, if any.

21. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property.

22. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal, or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 22, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 22, "Environmental law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

[Signature] [SEAL]
OVERTON PARRISH

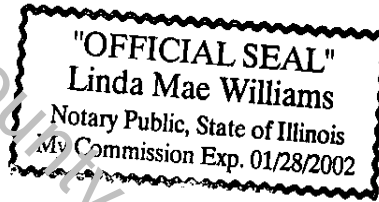
STATE OF Illinois Cook County ss:

I, Linda Mae Williams, a Notary Public in and for said County and State, do hereby certify that OVERTON PARRISH, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that + he signed and delivered the said instrument a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of MARCH 2000.

[Signature]
Notary Public

My Commission Expires:
01/28/2002



Property of Cook County Clerk's Office

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this day of **March 15, 2000** and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **First Union Home Equity Bank, N.A.** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: **505 N LAKE SHORE DR APT 2907 CHICAGO IL 60611.**

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: Lake Point Tower Condominium Association
(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholder, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligation under the Condominium Project's Constituent Documents. The "Constituent Documents" are the (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws, (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. **Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. **Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. **Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.



OVERTON PARRISH

[SEAL]

SCHEDULE "A"

THE FOLLOWING DESCRIBED REAL ESTATE SITUATE IN COOK COUNTY,
ILLINOIS:

PARCEL 1

PARCEL P (POOL PARCEL AT 3RD FLOOR);
ALL THAT PART OF LOT 7 IN CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO
DOCK ADDITION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN, WHICH LIES RANGE 14 EAST OF THE THIRD
PRINCIPAL MERIDIAN, WHICH LINES SOUTH OF THE SOUTH LINE OF GRAND
AVENUE EXTENDED EAST; NORTH OF THE NORTH LINE OF A STRIP OF LAND
74.00 FEET IN WIDTH NOW USED AS EAST ILLINOIS STREET; WEST OF THE
WEST LINE OF STREETER DRIVE AND EAST OF THE EAST LINE OF NORTH LAKE
SHORE DRIVE, ESTABLISHED BY DEED DATED JULY 25, 1929 IN CONDEMNATION
PROCEEDINGS GENERAL NUMBER B-177476 IN CIRCUIT COURT OF COOK COUNTY,
ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT
ON THE SOUTH LINE OF THE NORTH 74.00 FEET OF SAID LOT 7, WHICH IS
THE SOUTH LINE OF EAST GRAND AVENUE PER DOCUMENT NO. 5249665, SAID
POINT BEING 357.76 FEET EAST OF THE WEST LINE OF LOT 7; THENCE NORTH
89 DEGREES 43 MINUTES 30 SECONDS EAST, ALONG SAID SOUTH LINE, 252.87
FEET TO A POINT, SAID POINT BEING 610.63 FEET EAST OF THE WEST LINE
OF LOT 7; THENCE SOUTH 0 DEGREES 17 MINUTES 10 SECONDS EAST 87.29
FEET TO POINT "X"; THENCE CONTINUING SOUTH 0 DEGREES 17 MINUTES 10
SECONDS EAST 74.45 FEET TO A POINT OF COMPOUND CURVATURE, SAID POINT
BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;
THENCE SOUTHWESTERLY AND WESTERLY 49.52 FEET ALONG THE ARC OF A
CIRCLE CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 34.81 FEET AND
WHOSE CHORD BEARS SOUTH 84 DEGREES 34 MINUTES 08 SECONDS WEST 45.45
FEET TO A POINT OF INTERSECTION WITH AN ARC OF ANOTHER CIRCLE;
THENCE NORTHWESTERLY AND NORTHERLY 90.30 FEET ALONG THE ARC OF SAID
CIRCLE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 61.57 FEET AND
WHOSE CHORD BEARS NORTH 13 DEGREES 56 MINUTES 29 SECONDS WEST 82.43
FEET TO A POINT OF INTERSECTION WITH AN ARC OF ANOTHER CIRCLE;
THENCE NORTHEASTERLY AND EASTERLY HAVING A RADIUS OF 33.09 FEET AND
WHOSE CHORD BEARS NORTH 74 DEGREES 20 MINUTES 43 SECONDS EAST 50.80
FEET TO A POINT OF INTERSECTION WITH AN ARC OF ANOTHER CIRCLE;
THENCE SOUTHEASTERLY 21.87 FEET ALONG THE ARC OF SAID CIRCLE CONVEX
TO THE NORTHEAST, HAVING A RADIUS OF 63.76 FEET AND WHOSE CHORD
BEARS SOUTH 46 DEGREES 37 MINUTES 38 SECONDS EAST 21.76 FEET TO THE
HEREINABOVE DESCRIBED POINT "X", SAID POINT BEING ALSO A POINT OF
COMPOUND CURVATURE; THENCE SOUTH 0 DEGREES 17 MINUTES 10 SECONDS
EAST 74.46 FEET TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING;
SAID PARCEL OF LAND HAVING AS A LOWER LIMIT A HORIZONTAL PLAN OF
ELEVATION +30.44 FEET (CHICAGO CITY DATUM), IN COOK COUNTY,
ILLINOIS.

ALSO;

SCHEDULE "A"

PARCEL K (PART OF POOL ABOVE 2ND FLOOR OF 2-STORY COMMERCIAL BUILDING);

ALL THAT PART OF LOT 7 IN CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF THE SOUTH LINE OF GRAND AVENUE EXTENDED EAST; NORTH OF THE NORTH LINE OF A STRIP OF LAND 74.00 FEET IN WIDTH NOW USED AS EAST ILLINOIS STREET; WEST OF THE WEST LINE OF STREETER DRIVE AND EAST OF THE EAST LINE OF NORTH LAKE SHORE DRIVE, ESTABLISHED BY DEED DATED JULY 25, 1929 IN CONDEMNATION PROCEEDINGS GENERAL NUMBER B-177476 IN CIRCUIT COURT OF COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTH 74.00 FEET OF SAID LOT 7 WHICH IS THE SOUTH LINE OF EAST GRAND AVENUE PER DOCUMENT NO. 5249665 SAID POINT BEING 357.76 FEET EAST OF THE WEST LINE OF SAID LOT 7; THENCE NORTH 89 DEGREES 43 MINUTES 30 SECONDS EAST ALONG SAID SOUTH LINE 252.87 FEET; THENCE SOUTH 0 DEGREES 17 MINUTES 10 SECONDS EAST 87.29 FEET TO A POINT "X", SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL OF AIR SPACE HEREIN DESCRIBED; THENCE SOUTHEASTERLY AND SOUTHERLY 70.71 FEET EAST ALONG THEN ARC OF A CIRCLE CONVEX TO THE EAST HAVING A RADIUS OF 63.76 FEET AND WHOSE CHORD BEARS SOUTH 5 DEGREES 02 MINUTES 09 SECONDS EAST 67.14 FEET TO A POINT OF INTERSECTION WITH AN ARC OF ANOTHER CIRCLE; THENCE SOUTHWESTERLY 9.41 FEET ALONG THE ARC OF SAID CIRCLE CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 34.81 FEET AND WHOSE CHORD BEARS SOUTH 6 DEGREES 04 MINUTES 09 SECONDS WEST 9.38 FEET TO A POINT; THENCE NORTH 0 DEGREES 17 MINUTES 10 SECONDS WEST 74.46 FEET TO THE HEREINABOVE DESCRIBED POINT "X", BEING ALSO THE POINT OF BEGINNING OF THE PARCEL OF AIR SPACE HEREIN DESCRIBED, SAID PARCEL OF AIR SPACE HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +43.05 FEET (CHICAGO CITY DATUM), ALL IN COOK COUNTY, ILLINOIS.

ALSO;

PARCEL L (POOL AND SPA PARCEL BELOW 1ST FLOOR);
ALL THAT PART OF LOT 7 IN CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF THE SOUTH LINE OF GRAND AVENUE EXTENDED EAST; NORTH OF THE NORTH LINE OF A STRIP OF LAND 74.00 FEET IN WIDTH NOW USED AS EAST ILLINOIS STREET; WEST OF THE WEST LINE OF STREETER DRIVE AND EAST OF THE EAST LINE OF NORTH LAKE SHORE DRIVE, ESTABLISHED BY DEED DATED JULY 25, 1929 IN CONDEMNATION PROCEEDINGS GENERAL NUMBER B-177476 IN CIRCUIT COURT OF COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTH 74.00 FEET OF SAID LOT 7 WHICH IS THE SOUTH LINE OF EAST GRAND AVENUE PER DOCUMENT NO. 5249665 SAID POINT BEING 357.76 FEET EAST OF THE WEST LINE OF SAID LOT 7; THENCE NORTH 89 DEGREES 43 MINUTES 30 SECONDS EAST ALONG SAID SOUTH LINE 255.72 FEET; THENCE CONTINUING NORTH 09 DEGREES 43

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MINUTES 30 SECONDS EAST ALONG SAID SOUTH LINE 286.52 FEET TO A POINT ON THE WEST LINE OF NORTH STREETER DRIVE PER DOCUMENT NO. 5249665, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 0 DEGREES 09 MINUTES 53 SECONDS EAST, ALONG SAID WEST LINE 91.20 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 42 SECONDS WEST, 43.80 FEET; THENCE NORTH 0 DEGREES 17 MINUTES 18 SECONDS WEST, 20.15 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 42 SECONDS WEST, 7.20 FEET; THENCE NORTH 0 DEGREES 17 MINUTES 18 SECONDS WEST, 62.60 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 42 SECONDS WEST, 14.68 FEET; THENCE NORTH 0 DEGREES 17 MINUTES 18 SECONDS WEST, 8.47 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID EAST GRAND AVENUE; THENCE NORTH 89 DEGREES 43 MINUTES 30 SECONDS EAST, ALONG SAID SOUTH LINE, 65.58 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING; SAID PARCEL OF LAND HAVING A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +6.92 FEET (CHICAGO CITY DATUM) AND HAVING AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +12.92 FEET (CHICAGO CITY DATUM), ALL IN COOK COUNTY, ILLINOIS.

ALSO;

COMMERCIAL PROPERTY PARCEL (1ST FLOOR); ALL THAT PART OF LOT 7 IN CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF THE SOUTH LINE OF GRAND AVENUE EXTENDED EAST; NORTH OF THE NORTH LINE OF A STRIP OF LAND 74.00 FEET IN WIDTH NOW USED AS EAST ILLINOIS STREET; WEST OF THE WEST LINE OF STREETER DRIVE AND EAST OF THE EAST LINE OF NORTH LAKE SHORE DRIVE, ESTABLISHED BY DEED DATED JULY 25, 1929 IN CONDEMNATION PROCEEDINGS GENERAL NUMBER B-177476 IN CIRCUIT COURT OF COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTH 74.00 FEET OF SAID LOT 7 WHICH IS THE SOUTH LINE OF EAST GRAND AVENUE PER DOCUMENT NO. 5249665 SAID POINT BEING 357.76 FEET EAST OF THE WEST LINE OF SAID LOT 7; THENCE NORTH 89 DEGREES 43 MINUTES 30 SECONDS EAST ALONG SAID SOUTH LINE 255.72 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 89 DEGREES 43 MINUTES 30 SECONDS EAST ALONG SAID SOUTH LINE 286.52 FEET TO A POINT ON THE WEST LINE OF NORTH STREETER DRIVE PER DOCUMENT NO. 5249665; THENCE SOUTH 0 DEGREES 09 MINUTES 53 SECONDS EAST ALONG SAID WEST LINE 217.855 FEET TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF THE 74.00 FOOT STRIP OF LAND NOW USED AS EAST ILLINOIS STREET; THENCE SOUTH 89 DEGREES 42 MINUTES 37 SECONDS WEST ALONG SAID NORTH LINE 288.91 FEET; THENCE NORTH 0 DEGREES 17 MINUTES 10 SECONDS WEST 111.44 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 30 SECONDS EAST 2.76 FEET; THENCE NORTH 51 DEGREES 07 MINUTES 51 SECONDS EAST 10.10 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY 28.63 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 51.18 FEET AND WHOSE CHORD BEARS NORTH 16 DEGREES 18 MINUTES 41 SECONDS WEST

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28.26 FEET TO A POINT OF TANGENCY; THENCE NORTH 0 DEGREES 17 MINUTES 10 SECONDS WEST 73.03 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; SAID PARCEL OF LAND HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +12.92 FEET (CHICAGO CITY DATUM) AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +28.91 FEET (CHICAGO CITY DATUM), ALL IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

PARCEL B (COMMON ELEMENT AT 1ST FLOOR);
 ALL THAT PART OF LOT 7 IN CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF THE SOUTH LINE OF GRAND AVENUE EXTENDED EAST; NORTH OF THE NORTH LINE OF A STRIP OF LAND 74.00 FEET IN WIDTH NOW USED AS EAST ILLINOIS STREET; WEST OF THE WEST LINE OF STREETER DRIVE AND EAST OF THE EAST LINE OF NORTH LAKE SHORE DRIVE, ESTABLISHED BY DEED DATED JULY 25, 1929 IN CONDEMNATION PROCEEDINGS GENERAL NUMBER B-177476 IN CIRCUIT COURT OF COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTH 74.00 FEET OF SAID LOT 7 WHICH IS THE SOUTH LINE OF EAST GRAND AVENUE PER DOCUMENT NO. 5249665 SAID POINT BEING 357.76 FEET EAST OF THE WEST LINE OF SAID LOT 7; THENCE NORTH 89 DEGREES 43 MINUTES 30 SECONDS EAST ALONG SAID SOUTH LINE 255.72 FEET TO THE POINT OF BEGINNING BEING 613.48 FEET EAST OF THE WEST LINE OF SAID LOT 7; THENCE CONTINUING NORTH 89 DEGREES 43 MINUTES 30 SECONDS EAST ALONG SAID SOUTH LINE 102.23 FEET; THENCE SOUTH 0 DEGREES 17 MINUTES 18 SECONDS EAST, 18.27 FEET; THENCE NORTH 89 DEGREES 42 MINUTES EAST, 7.80 FEET; THENCE SOUTH 0 DEGREES 17 MINUTES 18 SECONDS EAST, 14.21 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 42 SECONDS WEST, 7.80 FEET; THENCE SOUTH 0 DEGREES 17 MINUTES 18 SECONDS EAST, 28.68 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 42 SECONDS EAST, 46.25 FEET; THENCE SOUTH 0 DEGREES 17 MINUTES 18 SECONDS EAST, 23.16 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 42 SECONDS WEST, 2.50 FEET; THENCE SOUTH 30 DEGREES 17 MINUTES 18 SECONDS EAST, 56.45 FEET; THENCE SOUTH 23 DEGREES 42 MINUTES 42 SECONDS WEST, 8.96 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 42 SECONDS WEST, 66.69 FEET; THENCE SOUTH 30 DEGREES 17 MINUTES 18 SECONDS EAST, 2.50 FEET; THENCE SOUTH 59 DEGREES 42 MINUTES 42 SECONDS WEST, 37.90 FEET; THENCE SOUTH 30 DEGREES 17 MINUTES 18 SECONDS EAST, 1.02 FEET; THENCE NORTH 59 DEGREES 42 MINUTES 42 SECONDS EAST, 1.80 FEET; THENCE SOUTH 30 DEGREES 17 MINUTES 18 SECONDS EAST, 7.85 FEET; THENCE SOUTH 59 DEGREES 42 MINUTES 42 SECONDS WEST, 10.83 FEET; THENCE NORTH 30 DEGREES 17 MINUTES 18 SECONDS WEST, 56.72 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY 54.31 FEET, ALONG THE ARC OF A CURVE; THENCE NORTHWESTERLY 54.31 FEET, ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 61.22 FEET AND WHOSE CHORD BEARS NORTH 58 DEGREES 49 MINUTES 32 SECONDS WEST, 52.55 FEET; THENCE NORTH 51 DEGREES 07 MINUTES 51 SECONDS EAST, 10.10 FEET TO A POINT

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ON A CURVE; THENCE NORTHWESTERLY 28.63 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 51.18 FEET AND WHOSE CHORD BEARS NORTH 16 DEGREES 18 MINUTES 41 SECONDS WEST 28.26 FEET TO A POINT OF TANGENCY; THENCE NORTH 0 DEGREES 17 MINUTES 10 SECONDS WEST 73.03 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; SAID PARCEL OF LAND HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +12.92 FEET (CHICAGO CITY DATUM) AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +28.91 FEET (CHICAGO CITY DATUM), ALL IN COOK COUNTY, ILLINOIS.

AND EXCEPTING;

PARCEL C (COMMON ELEMENT AT 1ST FLOOR LOADING DOCK); ALL THAT PART OF LOT 7 IN CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF THE SOUTH LINE OF GRAND AVENUE EXTENDED EAST; NORTH OF THE NORTH LINE OF A STRIP OF LAND 74.00 FEET IN WIDTH NOW USED AS EAST ILLINOIS STREET; WEST OF THE WEST LINE OF STREETER DRIVE AND EAST OF THE EAST LINE OF NORTH LAKE SHORE DRIVE, ESTABLISHED BY DEED DATED JULY 25, 1929 IN CONDEMNATION PROCEEDINGS GENERAL NUMBER B-177476 IN CIRCUIT COURT OF COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTH 74.00 FEET OF SAID LOT 7 WHICH IS THE SOUTH LINE OF EAST GRAND AVENUE PER DOCUMENT NO. 5249665 SAID POINT BEING 357.76 FEET EAST OF THE WEST LINE OF SAID LOT 7; THENCE NORTH 89 DEGREES 43 MINUTES 30 SECONDS EAST ALONG SAID SOUTH LINE 255.72 FEET; THENCE CONTINUING NORTH 89 DEGREES 43 MINUTES 30 SECONDS EAST ALONG SAID SOUTH LINE 286.52 FEET TO A POINT ON THE WEST LINE OF NORTH STREETER DRIVE PER DOCUMENT NO. 5249665; THENCE SOUTH 0 DEGREES 09 MINUTES 53 SECONDS EAST ALONG SAID WEST LINE 217.855 FEET TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF THE 74.00 FOOT STRIP OF LAND NOW USED AS EAST ILLINOIS STREET; THENCE SOUTH 89 DEGREES 42 MINUTES 37 SECONDS WEST ALONG SAID NORTH LINE, 111.17 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUING SOUTH 89 DEGREES 42 MINUTES 37 SECONDS WEST ALONG SAID NORTH LINE 67.70 FEET; THENCE NORTH 0 DEGREES 17 MINUTES 18 SECONDS WEST, 2.22 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 42 SECONDS WEST, 5.05 FEET; THENCE NORTH 0 DEGREES 17 MINUTES 18 SECONDS WEST, 50.93 FEET; THENCE NORTH 59 DEGREES 42 MINUTES 42 SECONDS EAST, 19.36 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 42 SECONDS EAST, 56.80 FEET; THENCE SOUTH 0 DEGREES 17 MINUTES 18 SECONDS EAST, 53.61 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 42 SECONDS WEST, 4.13 FEET; THENCE SOUTH 0 DEGREES 17 MINUTES 18 SECONDS EAST, 7.00 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 42 SECONDS WEST, 4.93 FEET; THENCE SOUTH 0 DEGREES 17 MINUTES 18 SECONDS EAST, 2.21 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; SAID PARCEL OF LAND HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +12.92 FEET (CHICAGO CITY DATUM) AND HAVING AS AN UPPER LIMIT A HORIZONTAL

SCHEDULE "A"

PLANE OF ELEVATION +28.91 FEET (CHICAGO CITY DATUM), ALL IN COOK COUNTY, ILLINOIS.

ALSO;

COMMERCIAL PROPERTY PARCEL (2ND FLOOR);
ALL THAT PART OF LOT 7 IN CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF THE SOUTH LINE OF GRAND AVENUE EXTENDED EAST; NORTH OF THE NORTH LINE OF A STRIP OF LAND 74.00 FEET IN WIDTH NOW USED AS EAST ILLINOIS STREET; WEST OF THE WEST LINE OF STREETER DRIVE AND EAST OF THE EAST LINE OF NORTH LAKE SHORE DRIVE, ESTABLISHED BY DEED DATED JULY 25, 1929 IN CONDEMNATION PROCEEDINGS GENERAL NUMBER B-177476 IN CIRCUIT COURT OF COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTH 74.00 FEET OF SAID LOT 7 WHICH IS THE SOUTH LINE OF EAST GRAND AVENUE PER DOCUMENT NO. 5249665 SAID POINT BEING 357.76 FEET EAST OF THE WEST LINE OF SAID LOT 7; THENCE NORTH 89 DEGREES 43 MINUTES 30 SECONDS EAST ALONG SAID SOUTH LINE 252.87 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 89 DEGREES 43 MINUTES 30 SECONDS EAST ALONG SAID SOUTH LINE 289.37 FEET TO A POINT ON THE WEST LINE OF NORTH STREETER DRIVE PER DOCUMENT NO. 5249665; THENCE SOUTH 0 DEGREES 09 MINUTES 53 SECONDS EAST ALONG SAID WEST LINE 217.855 FEET TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF THE 74.00 FOOT STRIP OF LAND NOW USED AS EAST ILLINOIS STREET; THENCE SOUTH 89 DEGREES 42 MINUTES 37 SECONDS WEST ALONG SAID NORTH LINE 288.91 FEET; THENCE NORTH 0 DEGREES 17 MINUTES 10 SECONDS WEST, 217.93 FEET TO THE SOUTH LINE OF EAST GRAND AVENUE AFOREMENTIONED, BEING ALSO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; SAID PARCEL OF LAND HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +28.91 FEET (CHICAGO CITY DATUM) AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +42.89 FEET (CHICAGO CITY DATUM), ALL IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

PARCEL D (COMMON ELEMENT AT 2ND FLOOR);
ALL THAT PART OF LOT 7 IN CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF THE SOUTH LINE OF GRAND AVENUE EXTENDED EAST; NORTH OF THE NORTH LINE OF A STRIP OF LAND 74.00 FEET IN WIDTH NOW USED AS EAST ILLINOIS STREET; WEST OF THE WEST LINE OF STREETER DRIVE AND EAST OF THE EAST LINE OF NORTH LAKE SHORE DRIVE, ESTABLISHED BY DEED DATED JULY 25, 1929 IN CONDEMNATION PROCEEDINGS GENERAL NUMBER B-177476 IN CIRCUIT COURT OF COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTH 74.00 FEET OF SAID LOT 7 WHICH IS THE SOUTH LINE OF EAST GRAND AVENUE PER DOCUMENT NO.

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5249665 SAID POINT BEING 357.76 FEET EAST OF THE WEST LINE OF SAID LOT 7; THENCE NORTH 89 DEGREES 43 MINUTES 30 SECONDS EAST ALONG SAID SOUTH LINE 252.87 FEET, SAID POINT BEING 510.65 FEET EAST OF THE WEST LINE OF SAID LOT 7; THENCE CONTINUING NORTH 89 DEGREES 43 MINUTES 30 SECONDS EAST ALONG SAID SOUTH LINE 148.36 FEET; THENCE SOUTH 0 DEGREES 16 MINUTES 30 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED COURSE 83.53 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 30 DEGREES 17 MINUTES 18 SECONDS EAST, 57.44 FEET; THENCE SOUTH 29 DEGREES 42 MINUTES 42 SECONDS WEST, 8.96 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 42 SECONDS WEST, 67.44 FEET; THENCE NORTH 30 DEGREES 17 MINUTES 18 SECONDS WEST 8.96 FEET; THENCE NORTH 29 DEGREES 42 MINUTES 42 SECONDS EAST, 67.44 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 42 SECONDS EAST, 8.96 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; SAID PARCEL OF LAND HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +28.91 FEET (CHICAGO CITY DATUM) AND HAVING AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +42.89 FEET (CHICAGO CITY DATUM), ALL IN COOK COUNTY, ILLINOIS.

AND EXCEPTING:

PARCEL E (COMMON ELEMENT AT 2ND FLOOR); ALL THAT SPACE OR AREA ENCLOSED WITHIN A RIGHT CIRCULAR CYLINDER WHOSE LOWER BASE IS A CIRCLE OF 35 FEET RADIUS AND LIES WITHIN A HORIZONTAL PLANE OF ELEVATION +28.91 FEET (CHICAGO CITY DATUM) AND WHOSE UPPER BASE LIES WITHIN A HORIZONTAL PLANE OF ELEVATION +42.89 FEET (CHICAGO CITY DATUM); SAID LOWER BASE IS A CIRCULAR PARCEL OF AIR SPACE WHOSE CENTER IS DEFINED AS FOLLOWS: ALL THAT PART OF LOT 7 IN CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF THE SOUTH LINE OF GRAND AVENUE EXTENDED EAST; NORTH OF THE NORTH LINE OF A STRIP OF LAND 74.00 FEET IN WIDTH NOW USED AS EAST ILLINOIS STREET; WEST OF THE WEST LINE OF STREETER DRIVE AND EAST OF THE EAST LINE OF NORTH LAKE SHORE DRIVE, ESTABLISHED BY DEED DATED JULY 25, 1929 IN CONDEMNATION PROCEEDINGS GENERAL NUMBER B-177476 IN CIRCUIT COURT OF COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTH 74.00 FEET OF SAID LOT 7 WHICH IS THE SOUTH LINE OF EAST GRAND AVENUE PER DOCUMENT NO. 5249665 SAID POINT BEING 357.76 FEET EAST OF THE WEST LINE OF SAID LOT 7; THENCE NORTH 89 DEGREES 43 MINUTES 30 SECONDS EAST ALONG SAID SOUTH LINE 252.87 FEET SAID POINT BEING 610.63 FEET EAST OF THE WEST LINE OF SAID LOT 7; THENCE CONTINUING NORTH 89 DEGREES 43 MINUTES 30 SECONDS EAST ALONG SAID SOUTH LINE 54.04 FEET; THENCE SOUTH 0 DEGREES 16 MINUTES 30 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 73.02 FEET, SAID POINT BEING THE CENTER OF THE CIRCULAR PARCEL HEREIN ABOVE DESCRIBED.

SCHEDULE "A"

BEING THE SAME PROPERTY CONVEYED TO OVERTON PARRISH, BY DEED FROM ANB&T COMPANY, CHICAGO, RECORDED MARCH 7, 1989 IN DOCUMENT NO. 89098838, IN THE RECORDER'S OFFICE, COOK COUNTY, ILLINOIS.

TAX ID# 17-10-214-016-1451

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