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This Document Prepared by
and after Recording return to:

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Eugene "Gene" Moore Fee: \$54.00
Cook County Recorder of Deeds
Date: 07/25/2003 08:42 AM Pg: 1 of 16

NNNT 01030291

TOMMI' 20721 PARKING SPACE LEASE

Address of Real Estate: 2301-15 N. CLARK STREET
Permanent Real Estate Index Number(s): 14-33-106-013, 14-33-200-001
Legal Description: See Exhibit C, attached

THIS LEASE is made this 14 day of July, 2003 between **LaSalle Bank, National Association, Successor Trustee, u/v/a dated April 18, 1957, and known as Trust No. 12599, c/o Lakewest, Inc.**, having an address at 833 N. Orleans, Suite 400, Chicago, Illinois 60610 ("Landlord") and **Belden Parking Limited Partnership**, having an address at 833 N. Orleans, Suite 400, Chicago, Illinois 60610 ("Tenant"), for a parking space in the building known as 2301-15 N. Clark Street, Chicago, Illinois 60614 (such building, together with the land upon which it is situated, being herein referred to as the "Building"). The Building is defined as the "Commercial Parcel" in that certain Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements dated July 1, 2003, and recorded 7-21-03, 2003, as document number 0320503071 ("Easement Agreement") and as delineated on a Plat of Survey, which Plat of Survey is attached as Exhibit D to the Easement Agreement. The following schedule (the "Schedule") sets forth certain basic terms of this Lease:

1. Premises: P-21
2. Rent: \$1,000 for the 99 year Term, the receipt of which is hereby acknowledged
3. Term: 99 years
4. Security Deposit: \$-0-
5. Broker: None
6. Use: Parking
7. Commencement Date: July 17, 2003
8. Expiration Date: July 16, 2102
9. Options: One (1) 99 (ninety-nine) year option to renew

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10. Additional Rent:

A sum equal to the Special User Charge assessed to condominium owners of parking spaces in the Building and one-twelfth of the annual amount indicated on the Real Estate Tax Schedule, attached hereto as Exhibit A, paid monthly.

1. **DEMISE AND TERM.** Landlord leases to Tenant and Tenant leases from Landlord the premises (the "Premises") described in Item 1 of the Schedule and depicted on Exhibit B, attached hereto, subject to the covenants and conditions set forth in this Lease, for a term (the "Term") commencing on the date (the "Commencement Date") described in Item 7 of the Schedule and expiring on the date (the "Expiration Date") described in Item 8 of the Schedule, unless terminated earlier as otherwise provided in this Lease.

2. **ADDITIONAL RENT.** Landlord will provide Tenant with evidence of the Special User Charge and the budget for the parking garage, as amended from time to time and as defined in the Declaration of Condominium for Belden Centre Condominium, assessed to condominium owners of parking spaces in the Building. The Special User Charge shall be paid by Tenant to Landlord on the first day of each month together with one-twelfth of the annual amount indicated in the Real Estate Tax Schedule, attached hereto as Exhibit A. Said Additional Rent amounts shall be prorated for the month to the date of recordation.

3. **OPTION TERM.** Upon written notice to Landlord, not less than 1 year prior to Expiration Date, Tenant shall have the right to exercise the 99 year option for an additional \$10,000, Term rent prepaid at the time Tenant exercises the option.

4. **USE.** Tenant agrees that it shall occupy and use the Premises for parking only and for

no other purpose, subject to Building rules promulgated by Landlord and its successors from time to time and by the Easement Agreement, as aforesaid.

5. **CONDITION OF PREMISES.** Tenant's taking possession of the Premises shall be conclusive evidence that the Premises were in good order and satisfactory condition when Tenant took possession.

6. **FIRE AND CASUALTY.** If the Premises are made untenable by fire or other casualty, Landlord shall either (i) diligently commence to repair, restore or rehabilitate the Building or the Premises at Landlord's expense and in accordance with the Easement Agreement. During the period of rebuilding Additional Rent shall not be paid; or (ii) if, in accordance with the Easement Agreement it is decided the damage to the Building or Premises will not be repaired within 2 years of the date when the damage occurred, Landlord shall inform Tenant, in writing, that the Premises will remain untenable and/or will not be repaired and this Lease will be cancelable.

7. ASSIGNMENT AND SUBLETTING.

A. **LANDLORD'S CONSENT.** Tenant shall have the express right, without the prior written consent of Landlord, to: assign, convey, or otherwise transfer this Lease or any interest hereunder, or sublease the Premises, or any part thereof, whether voluntarily or by operation of law.

B. **ACCESS.** Landlord is obligated to provide Tenant with one (1) current electronic entry devise for access to the Premises. Tenant

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acknowledges there will be a charge for loss or breakage of the same.

8. **SURRENDER.** Upon the termination of the Term or Tenant's right to possession of the Premises, Tenant shall return the Premises to Landlord in good order and condition, ordinary wear and damage by fire or other casualty excepted, with all improvements, if any.

9. **DEFAULTS AND REMEDIES.**

DEFAULT. The occurrence of any of the following shall constitute a default (a "Default") by Tenant under this Lease: (i) Tenant fails to pay any Rent or Additional Rent and/or renewal when due and such failure is not cured within ten days after notice from Landlord (which notice may be in the form of a landlord statutory five-day notice); or (ii) Tenant fails to perform any other provision of this Lease and such failure is not cured within thirty days (or immediately if the failure involves a hazardous condition) after notice from Landlord.

10. **SECURITY DEPOSIT.** Intentionally omitted.

11. **ESTOPPEL CERTIFICATE.**

A. TENANT. Tenant agrees that, from time to time upon not less than ten days' prior request by Landlord, Tenant shall execute and deliver to Landlord a written certificate certifying: (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that this Lease as modified is in full force and effect); (ii) the dates to which Rent and Additional Rent have been paid; (iii) that Tenant is in possession of the Premises, if that is the case; (iv) that Landlord is not in default under this Lease, or, if Tenant believes Landlord is in default, the nature thereof in detail; (v) that Tenant has no off-sets or defenses to the performance of its

obligations under this Lease (or if Tenant believes there are any off-sets or defenses, a full and complete explanation thereof); and (vi) such additional matters as may be requested by Landlord, it being agreed that such certificate may be relied upon by any prospective purchaser, mortgagee, or other person having or acquiring an interest in the Building.

B. LANDLORD. Landlord agrees that, from time to time upon not less than ten days' prior request by Tenant, Landlord shall execute and deliver to Tenant a written certificate certifying: (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that this Lease as modified is in full force and effect); (ii) the dates to which Rent and Additional Rent have been paid; (iii) that Tenant is in possession of the Premises, if that is the case; (iv) that Tenant is not in default under this Lease, or, if Landlord believes Tenant is in default, the nature thereof in detail; (v) that Landlord has no off-sets or defenses, a full and complete explanation thereof); and (vi) such additional matters as may be requested by Tenant, it being agreed that such certificate may be relied upon by any prospective purchaser, assignee, mortgagee, or other person having or acquiring an interest in the Building.

12. **NON-SUBORDINATION.** Landlord's interest in this Lease is not and shall not be subject and subordinate at any time to the lien of any mortgage or trust deed now or hereafter encumbering fee title to the Building.

13. **QUIET ENJOYMENT.** As long as no Default exists, Tenant shall peacefully and quietly have and enjoy the Premises for the Term, free from interference by Landlord, subject, however, to the provisions of this Lease.

14. **BROKER.** Not applicable.

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15. **NOTICES.** All notices and demands to be given by one party under this Lease shall be given in writing, mailed or delivered to Landlord or Tenant, as the case may be, at the address set forth above or at such other address as either party may hereafter designate. Notices shall be delivered by hand or by United States certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight air courier service. Notices shall be considered to have been given upon the earlier to occur of actual receipt or two business days after posting in the United States mail.

16. **MISCELLANEOUS.**

A. SUCCESSORS AND ASSIGNS. Subject to Section 7 of this Lease, each provision of this Lease shall extend to, bind and inure to the benefit of Landlord and Tenant and their respective legal representatives, successors, and assigns.

B. ENTIRE AGREEMENT. This Lease, and the riders, addenda and exhibits, if any, attached hereto which are hereby made a part of this Lease, represent the complete agreement between Landlord and Tenant; and Landlord has made no representations or warranties except as expressly set forth in this Lease. No modification or amendment of or waiver under this Lease shall be binding upon Landlord or Tenant unless in writing signed by Landlord and Tenant.

C. CONSENTS, APPROVALS AND JUDGMENTS. Any consent, approval or judgment required hereunder of either Landlord or Tenant shall be required to be exercised or given "reasonably" or not unreasonably delayed or withheld, as the case may be.

D. SEVERABILITY. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provisions.

E. GOVERNING LAW. This Lease shall be

governed by and construed in accordance with the laws of the State of Illinois.

F. CAPTIONS. The headings and titles in this Lease are for convenience only and shall have no effect upon the construction or interpretation of this Lease.

SIGNATURE PAGE TO FOLLOW

County Clerk's Office

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IN WITNESS WHEREOF, the Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD: See Attached Rider for Trustee's Exoneration Clause
LaSalle Bank National Association
~~LaSalle Bank, N.A.~~, Successor Trustee, as aforesaid
as trustee and not personally

By: Nancy A. Carlin
Its: Asst Vice President

TENANT:

Belden Parking Limited Partnership

By: David W. Ruttenberg
Its: General Partner, President of Rotz & Company

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RIDER ATTACHED TO AND MADE A PART OF LEASE DATED 7/18/03

THIS LEASE is executed by LASCALLE BANK NATIONAL ASSOCIATION, not personally but as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and under the express direction of the beneficiaries of a certain Trust Agreement dated 4/18/57 and known as Trust No. 12599 at Lascalle Bank National Association to all provisions of which Trust Agreement this LEASE is expressly made subject. It is expressly understood and agreed that nothing herein or in said LEASE contained shall be construed as creating any liability whatsoever against said Trustee personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenants, either express or implied, herein contained or to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by said Lessee, and that so far as said Trustee is concerned the owner of any indebtedness or liability accepting hereunder shall look solely to the premises hereby leased for payment thereof. It is expressly understood and agreed that said Trustee has no agents or employees and merely holds naked legal title to the property herein described; that said trustee has no control over, and under this Lease assumes no responsibility for (1) the management or control of such property (2) the upkeep, inspection, maintenance or repair of such property (3) the collection of rents or rental of such property, or (4) the conduct of any business which is carried on upon premises. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

County Clerk's Office

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TENANT'S ACKNOWLEDGMENT

STATE OF IL)
) SS
COUNTY OF COOK)

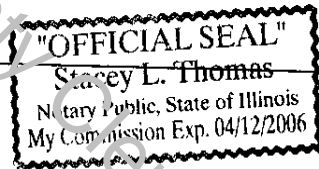
I, Stacey L. Thomas, a Notary Public in and for and residing in said Cook County and State, DO HEREBY CERTIFY THAT David W. Rutenberg, the President of the General Partner of Belden Parking Limited Partnership Illinois Limited Partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11th day of July, 2003.

Stacey L. Thomas

Notary Public

My Commission Expires:



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EXHIBIT A

to PARKING SPACE LEASE
REAL ESTATE TAX SCHEDULE

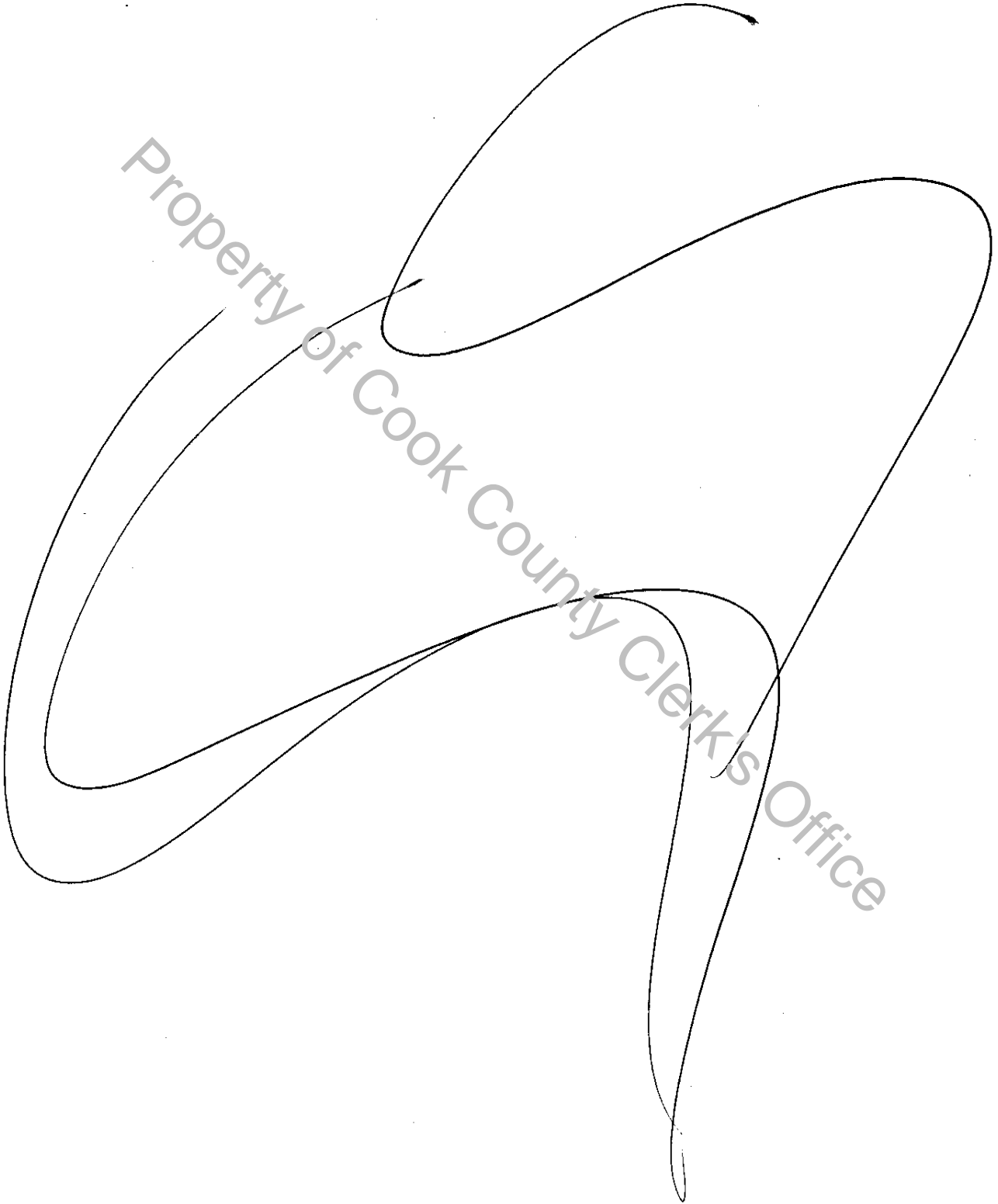
Years	Annual Amount	Monthly Amount
2003-2008	\$ 515.00	\$ 42.92
2009-2014	\$ 540.75	\$ 45.06
2015-2020	\$ 567.79	\$ 47.32
2021-2026	\$ 596.18	\$ 49.68
2027-2032	\$ 625.99	\$ 52.17
2033-2038	\$ 657.29	\$ 54.77
2039-2044	\$ 690.15	\$ 57.51
2045-2050	\$ 724.66	\$ 60.39
2051-2056	\$ 760.89	\$ 63.41
2057-2062	\$ 798.93	\$ 66.58
2063-2068	\$ 838.88	\$ 69.91
2069-2074	\$ 880.82	\$ 73.40
2075-2080	\$ 924.87	\$ 77.07
2081-2086	\$ 971.11	\$ 80.93
2087-2092	\$ 1,019.66	\$ 84.97
2093-2098	\$ 1,070.65	\$ 89.22
2099-2104	\$ 1,124.18	\$ 93.68
2105-2110	\$ 1,180.39	\$ 98.37
2111-2116	\$ 1,239.41	\$ 103.28
2117-2122	\$ 1,301.38	\$ 108.45
2123-2128	\$ 1,366.45	\$ 113.87
2129-2134	\$ 1,434.77	\$ 119.56
2135-2140	\$ 1,506.51	\$ 125.54
2141-2146	\$ 1,581.95	\$ 131.82
2147-2152	\$ 1,660.93	\$ 138.41
2153-2158	\$ 1,743.97	\$ 145.33
2159-2164	\$ 1,831.17	\$ 152.60
2165-2170	\$ 1,922.73	\$ 160.23
2171-2176	\$ 2,018.87	\$ 168.24
2177-2182	\$ 2,119.81	\$ 176.65
2183-2188	\$ 2,225.80	\$ 185.48
2189-2194	\$ 2,337.09	\$ 194.76
2195-2200	\$ 2,453.94	\$ 204.50
2201-2206	\$ 2,576.64	\$ 214.72
2207-2212	\$ 2,705.47	\$ 225.46
2213-2218	\$ 2,840.75	\$ 236.73
2219-2224	\$ 2,982.79	\$ 248.57
2225-2230	\$ 3,131.92	\$ 260.99
2231-2236	\$ 3,288.52	\$ 274.04
2237-2242	\$ 3,452.95	\$ 287.75
2243-2248	\$ 3,625.59	\$ 302.13
2249-2254	\$ 3,806.87	\$ 317.24
2255-2260	\$ 3,997.22	\$ 333.10
2261-2266	\$ 4,197.08	\$ 349.76
2267-2272	\$ 4,406.93	\$ 367.24
2273-2278	\$ 4,627.28	\$ 385.61
2279-2284	\$ 4,858.64	\$ 404.89
2285-2290	\$ 5,101.58	\$ 425.13
2291-2296	\$ 5,356.65	\$ 446.39
2297-2201	\$ 5,624.49	\$ 468.71

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EXHIBIT B

PREMISES DEPICTION FOR PARKING SPACE LEASE

(See Attached)



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EXHIBIT B

PREMISES DEPICTION FOR PARKING SPACE LEASE



UNOFFICIAL COPY**EXHIBIT C TO PARKING SPACE LEASE****LEGAL DESCRIPTION**

That part of Lot 1 in Foster Subdivision of that part of Block 3 lying South of the East and West center line of Blocks 2 and 3 in Canal Trustees Subdivision of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of Lot 8 (except the East 126.0 feet thereof) in Block 2 in Peterboro Terrace Addition to Chicago being a Subdivision of part of Block 2 in Canal Trustees Subdivision of Section 33 aforesaid and lying above a horizontal plane of 20.33 feet above Chicago City Datum and lying below a horizontal plane of 48.96 feet above Chicago City Datum taken as a tract (except from said tract that part of the lobby and stairwells #3 and #4 at grade level lying above a horizontal plane of 20.33 feet above Chicago City Datum and lying below a horizontal plane of 31.07 feet above Chicago City Datum and falling within the boundaries projected vertically and described as beginning at the Southeast corner of said tract; Thence North 90° 00' 00" West along the South line of said tract 14.56 feet; Thence North 00° 00' 00" West 8.34 feet; Thence North 90° 00' 00" West 11.73 feet; Thence North 00° 00' 00" East 26.93 feet; Thence North 90° 00' 00" West 23.94 feet; Thence North 00° 00' 00" East 19.14 feet; Thence North 89° 53' 05" West 7.14 feet; Thence North 00° 06' 55" East 24.09 feet; Thence North 89° 44' 09" East 8.56 feet; Thence South 00° 05' 16" West 24.15 feet; Thence South 89° 53' 05" East 38.90 feet; Thence South 00° 03' 57" West 35.05 feet; Thence North 90° 00' 00" East 9.89 feet to the East line of said tract; Thence South 00° 07' 40" East along said East line 19.28 feet to the point of beginning.

Also Except from said Tract

Condominium Elevator

That part lying above a horizontal plane of 20.33 feet above Chicago City Datum and lying below a horizontal plane of 48.96 feet above Chicago City Datum and falling within the boundaries projected vertically and described as commencing at the Southeast corner of said tract; Thence North 90° 00' 00" West along the South line of said tract 14.56 feet; Thence North 00° 00' 00" West 8.34 feet; Thence North 90° 00' 00" West 11.73 feet; Thence North 00° 00' 00" East 26.93 feet; Thence North 90° 00' 00" West 23.94 feet to the point of beginning; Thence North 00° 00' 00" East 19.14 feet; Thence North 89° 53' 05" West 7.97 feet; Thence South 00° 00' 00" West 19.15 feet; Thence North 90° 00' 00" East 7.97 feet to the point of beginning.

Also Except from said tract

Stairwell #1, Freight Elevator, Lobby and Trash Chute at Grade Level

That part lying below a horizontal plane of 31.07 feet above Chicago City Datum and above a horizontal plane of 20.33 feet above Chicago City Datum and falling within the boundaries projected vertically and described as commencing at the Northwest corner of

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said Lot 1; Thence North $67^{\circ} 25' 26''$ East along the Northwesterly line thereof 37.67 feet to the point of beginning; Thence continue North $67^{\circ} 25' 26''$ East along said Northwesterly line 35.62 feet; Thence South $22^{\circ} 34' 34''$ East 5.63 feet; Thence South $67^{\circ} 25' 26''$ West 22.31 feet; Thence South $22^{\circ} 41' 05''$ East 10.13 feet; Thence South $67^{\circ} 25' 26''$ West 14.33 feet; Thence North $22^{\circ} 41' 05''$ West 7.55 feet; Thence North $67^{\circ} 25' 26''$ East 1.05 feet; Thence North $22^{\circ} 45' 35''$ West 8.20 feet to the point of beginning.

Also Except from said tract

Telephone Closet

That part lying below a horizontal plane of 31.07 feet above Chicago City Datum and above a horizontal plane of 20.33 feet above Chicago City Datum and falling within the boundaries projected vertically and described as commencing at the Northwest corner of said Lot 1; Thence North $67^{\circ} 25' 26''$ East along the Northwesterly line thereof 92.34 feet; Thence South $22^{\circ} 34' 34''$ East 8.33 feet to the point of beginning; Thence North $67^{\circ} 25' 26''$ East 3.75 feet; Thence South $22^{\circ} 34' 34''$ East 3.75 feet; Thence South $67^{\circ} 25' 26''$ West 3.75 feet; Thence North $22^{\circ} 34' 34''$ West 3.75 feet to the point of beginning.

Also Except from said tract

Stairwell #4 at 2nd Level

That part lying above a horizontal plane of 31.07 feet above Chicago City Datum and lying below a horizontal plane of 48.96 feet above Chicago City Datum taken as a tract and falling within the boundaries projected vertically described as commencing at the Southeast corner of said tract; Thence North $00^{\circ} 07' 43''$ West along the East line of said tract 8.34 feet; Thence North $90^{\circ} 00' 00''$ West 26.27 feet; Thence North $00^{\circ} 00' 0''$ East 26.93 feet; Thence North $90^{\circ} 00' 00''$ West 23.94 feet; Thence North $00^{\circ} 00' 00''$ East 19.14 feet to the point of beginning; Thence South $89^{\circ} 53' 05''$ East 1.44 feet; Thence North $00^{\circ} 05' 16''$ West 16.20 feet; Thence South $89^{\circ} 53' 05''$ West 12.95 feet; Thence South $00^{\circ} 05' 16''$ West 31.55 feet; Thence South $89^{\circ} 53' 05''$ East 3.57 feet; Thence North $00^{\circ} 00' 00''$ West 15.35 feet; Thence South $89^{\circ} 53' 05''$ East 7.97 feet to the point of beginning, in Cook County, Illinois.

Also Except from said tract

Stairwell #1, Freight Elevator, Lobby and Trash Chute at 2nd Level

That part lying below a horizontal plane of 48.96 feet above Chicago City Datum and above a horizontal plane of 31.07 feet above Chicago City Datum and falling within the boundaries projected vertically and described as commencing at the Northwest corner of said Lot 1; Thence North $67^{\circ} 25' 26''$ East along the Northwesterly line thereof; 37.67 feet to the point of beginning; Thence continue North $67^{\circ} 25' 26''$ East along said Northwesterly line 35.62 feet; Thence South $22^{\circ} 34' 34''$ East 11.55 feet; Thence South $67^{\circ} 25' 26''$ West 22.30 feet; Thence North $22^{\circ} 41' 05''$ West 2.81 feet; Thence South 67°

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11' 08" West 9.63 feet; Thence North 22° 45' 35" West 4.0 feet; Thence south 67° 11' 08" West 3.65 feet; Thence North 22° 45' 35" West 4.80 feet to the point of beginning) in Cook County, Illinois.

Also

(Part of Mechanical Structure for Commercial)

That part of Lot 1 in Foster Subdivision of that part of Block 3 lying South of the East and West center line of Blocks 2 and 3 in Canal Trustees Subdivision of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of Lot 8 (except the East 126.0 feet thereof) in Block 2 in Peterboro Terrace Addition to Chicago being a Subdivision of part of Block 2 in Canal Trustees Subdivision of Section 33 aforesaid and lying below a horizontal plane of 57.75 feet above Chicago City Datum and lying above a horizontal plane of 20.33 feet above Chicago City Datum taken as a tract and falling within the boundaries projected vertically and described as beginning at the most Northerly Northwest corner of said tract; Thence North 90° 00' 00" East along the North line of said tract 48.55 feet; Thence South 00° 19' 55" West 35.15 feet; Thence North 89° 56' 03" West 48.49 feet; Thence North 00° 03' 47" East 11.67 feet to the Northwesterly line of said tract; Thence North 67° 25' 26" East along said Northwesterly line 0.19 feet to a West line of said tract; Thence North 00° 07' 40" West along said West line 23.35 feet to the point of beginning, in Cook County, Illinois.

Also

(Commercial Parcel) Parking Area

That part of Lot 1 in Foster Subdivision of that part of Block 3 lying South of the East and West center line of Blocks 2 and 3 in Canal Trustees Subdivision of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, together with that part of Lot 8 (except the East 126.0 feet thereof) in Block 2 in Peterboro Terrace Addition to Chicago being a Subdivision of part of Block 2 in Canal Trustees Subdivision of Section 33 aforesaid and lying below a horizontal plane of 20.33 feet above Chicago City Datum all taken as a tract and falling within the boundaries projected vertically and described as commencing at the Southwest corner of said tract; Thence North 22° 57' 40" West along the West line thereof 51.71 feet to the point of beginning; Thence North 66° 28' 13" East 40.14 feet; Thence South 00° 00' 00" East 2.18 feet; Thence North 90° 0' 00: East 13.51 feet; Thence North 20° 00' 00" East 3.34 feet; Thence North 89° 21' 49" East 17.77 feet; Thence South 20° 00' 00" West 3.55 feet; Thence North 90° 00' 00" East 17.71 feet; Thence Southeasterly, Easterly and Northeasterly 11.03 feet along an arc of a circle convex Southerly with a radius of 5.46 feet and whose chord bears North 73° 51' 50" East a distance of 9.25 feet; Thence North 40° 36' 18" East 3.39 feet; Thence South 89° 58' 30" East 63.23 feet; Thence North 10° 52' 34" East 4.71 feet; Thence North 00° 01' 50" West 16.06 feet; Thence South 89° 58' 39" East 21.29 feet; Thence North 00° 07' 01" West 64.43 feet; Thence North 89° 52' 59" East 17.14 feet to the East line of said tract; Thence North 00° 07' 40" West along said East line 16.0 feet to a point 60.48 feet South of the Northeast corner of said tract; Thence North 89° 54' 21" West 20.59

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feet; Thence North $00^{\circ} 01' 14''$ West 34.49 feet to a line whose upper horizontal limits are 19.79 feet above Chicago City Datum; Thence continue North $00^{\circ} 01' 14''$ West along said line whose horizontal limits are 19.79 feet above Chicago City Datum for a distance of 24.86 feet; Thence North $90^{\circ} 00' 00''$ West along a sloped line whose Westerly terminus has upper horizontal limits of 15.50 feet above Chicago City Datum for a distance of 27.98 feet to a line whose upper horizontal limits are 15.50 feet above Chicago City Datum; Thence South $00^{\circ} 23' 12''$ East along said line whose upper horizontal limits are 15.50 feet above Chicago City Datum for a distance of 24.90 feet to the terminus of said line; Thence South $90^{\circ} 00' 0''$ West 2.09 feet; Thence South $00^{\circ} 00' 00''$ East 0.45 feet; Thence Southwesterly 20.63 feet along an arc of a circle convex Northwesterly with a radius of 16.20 feet and whose chord bears South $39^{\circ} 55' 22''$ West a distance of 19.26 feet; Thence North $89^{\circ} 17' 28''$ East 32.03 feet; Thence South $45^{\circ} 49' 45''$ East 2.40 feet; Thence South $00^{\circ} 01' 14''$ East 19.18 feet; Thence South $89^{\circ} 58' 54''$ West 17.80 feet; Thence North $00^{\circ} 00' 00''$ East 1.19 feet; Thence South $89^{\circ} 17' 28''$ West 16.0 feet; Thence North $00^{\circ} 38' 52''$ East 3.16 feet; Thence North $89^{\circ} 55' 51''$ West 25.95 feet; Thence Northerly along an arc of a circle convex Westerly with a radius of 74.51 feet for a distance of 22.69 feet (the chord of said arc having a bearing of North $03^{\circ} 16' 45''$ East and a distance of 22.60 feet); Thence Northeasterly along an arc of a circle convex Northwesterly with a radius of 41.23 feet for a distance of 54.41 feet (the chord of said arc having a bearing of North $43^{\circ} 45' 49''$ East and a distance of 50.54 feet); Thence North $00^{\circ} 00' 00''$ East 1.09 feet to a point on the North line of said tract 48.91 feet West of the Northeast corner of said tract; Thence North $90^{\circ} 00' 00''$ West along said North line 47.09 feet to a Northwest corner of said tract; Thence South $00^{\circ} 07' 40''$ East along a West line of said tract 23.35 feet to the Northwesterly line of said tract; Thence South $67^{\circ} 25' 26''$ West along said Northwesterly line 52.72 feet; Thence South $22^{\circ} 50' 41''$ East 21.25 feet; Thence South $67^{\circ} 09' 19''$ West 42.38 feet; Thence North $22^{\circ} 50' 41''$ West 21.45 feet to said Northwesterly line of said tract; Thence South $67^{\circ} 25' 26''$ West along said Northwesterly line 8.22 feet; Thence South $22^{\circ} 41' 05''$ East 17.19 feet; Thence South $67^{\circ} 11' 08''$ West 9.62 feet; Thence North $22^{\circ} 45' 35''$ West 17.33 feet to said Northwesterly line of said tract; Thence South $67^{\circ} 25' 26''$ West along said Northwesterly line 17.59 feet; Thence South $23^{\circ} 23' 43''$ East 20.47 feet; Thence South $66^{\circ} 28' 13''$ West 23.89 feet to the Southwesterly line of said tract; Thence South $22^{\circ} 57' 40''$ East along said Southwesterly line 79.99 feet to the point of beginning.

Except from said tract

Parking Condominium: That part lying below a horizontal plane of 20.33 feet above Chicago City Datum and falling within the boundaries projected vertically and described as commencing at the Northeast corner of said tract; Thence South $00^{\circ} 07' 40''$ East along the East line thereof 99.80 feet; Thence South $89^{\circ} 52' 20''$ West 38.38 feet to the point of beginning; Thence South $89^{\circ} 52' 10''$ West 102.14 feet; Thence North $00^{\circ} 04' 12''$ East 19.0 feet; Thence North $89^{\circ} 58' 10''$ East 102.11 feet; Thence South $00^{\circ} 01' 50''$ East 19.0 feet to the point of beginning.

Also Except from said tract

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Parking Condominium

That part lying below a horizontal plane of 20.33 feet above Chicago City Datum and falling within the boundaries projected vertically described as commencing at the most Northerly Northwest corner of said tract; Thence South $00^{\circ} 07' 40''$ East along a West line of said tract 23.35 feet to the Northwesterly line of said tract; Thence South $67^{\circ} 25' 26''$ West along said Northwesterly line 48.33 feet; Thence South $22^{\circ} 34' 34''$ East 2.21 feet to the point of beginning; Thence North $74^{\circ} 44' 01''$ East 2.39 feet; Thence North $87^{\circ} 02' 37''$ East 39.94 feet; Thence South $02^{\circ} 57' 23''$ East 19.0 feet; Thence South $87^{\circ} 02' 37''$ West 42.27 feet; Thence North $02^{\circ} 57' 23''$ West 18.49 feet to the point of beginning) in Cook County, Illinois.