

UNOFFICIAL COPY



Doc#: 0409919089
Eugene "Gene" Moore Fee: \$58.50
Cook County Recorder of Deeds
Date: 04/08/2004 03:19 PM Pg: 1 of 18

Property of Cook County Clerk's Office

LEASE AGREEMENT

BETWEEN

THE N'DIGO FOUNDATION, AS LESSOR

AND

HARTMAN PUBLISHING GROUP, LTD., AS LESSEE

FOR

19 NORTH SANGAMON

CHICAGO, ILLINOIS 60607-2613

UNOFFICIAL COPY

**LEASE AGREEMENT
THE N'DIGO FOUNDATION
AND
HARTMAN PUBLISHING GROUP, LTD.**

This Lease made as of the 3rd day of November, 2003 by and between THE N'DIGO FOUNDATION, an Illinois General Not For Profit Corporation, as Lessor, hereinafter referred to as "the Lessor" and HARTMAN PUBLISHING GROUP, LTD, [an Illinois corporation, hereinafter referred to as "Lessee":

WITNESSETH:

In consideration of their mutual promises the parties hereto do hereby mutually agree as follows:

1. **GRANT OF LEASE.** The Lessor hereby leases to Lessee, and Lessee hereby leases from the Lessor office space located at 19 N. Sangamon, Second Floor, Chicago, Illinois as shown on Exhibit A hereinafter (the "Leased Premises"). Exhibit A is attached hereto and incorporated by reference herein.

2. **TERM.** This Lease shall commence on November 3, 2003 and terminate on December 3, 2013 unless extended or terminated as otherwise provided herein.

3. **RENT.**

(A) Lessee agrees to pay to Lessor as rent for the first year of the Lease Term the sum of \$60,00.00 for the Leased Premises. Thereafter, the amount of the rental to be paid to the Lessor by the Lessee for the Leased Premises shall be \$60,000 per year. The rent shall be paid in twelve equal monthly installments as set forth on the Schedule of Rental attached hereto as Exhibit B and incorporated herein by reference. The rent shall be paid to the Lessor in advance on or before the first day of each and every month of the Lease Term. The rent for January, 2004, shall be paid on the execution of this Lease. [No rent will be due for the period November 3rd through December 3rd in consideration of certain improvements to be made by Lessee.]

[(B) CPI Adjustment: Commencing January 1, 2005 and on each January 1 thereafter, during the lease term, [including renewal or option terms,] the annual rent shall be adjusted to reflect increases during the preceding year in the Consumer Price Index as determined by the Bureau of Labor Statistics of the United States Department of Labor (City of Chicago, all items, 1967 = 100 ("CPI")). The Lessor shall compute the increase in the CPI and the corresponding increase in the annual rent and shall invoice Lessee. In the event the Consumer Price Index ceases to be published, then another comparable index shall be used.]

UNOFFICIAL COPY

4. **OPTION TO EXTEND LEASE TERM.** Lessor hereby grants to Lessee an option to extend or renew this Lease for two successive five (5) year periods, subject to the terms and conditions herein provided. Lessee may only exercise this option if Lessee is not in material default under the terms of this Lease. Said Option to renew shall apply to all of the Premises then leased by Lessee pursuant to this Lease.

Lessee shall exercise each successive option granted above, by notifying Lessor in writing, not less than sixty (60) days prior to the end of the original term, or of the then option term, as applicable. If Lessee extends the term of the Lease, then the annual rent for each year of each option term shall be increased to reflect changes in the CPI as set forth in Paragraph 3 above.

5. **COOPERATIVE USE.** The building in which the Leased Premises is located contains approximately 10,656 square feet which is divided into two sections of approximately 7,082/3,574 square feet each. This Lease governs only the property described on Exhibit A-1. The property described on Exhibit A-2 is used and occupied by the Lessor. Lessor and Lessee acknowledge the cooperative use of the building and that cooperation among the parties is necessary in order to avoid conflicts or operational problems. Lessee agrees to cooperate in good faith with Lessor for the purpose of maintaining and promoting each other's operations. With respect to the use of common facilities and allocation of utility charges, the Lessor hereby agrees to act fairly, reasonably and equitably with respect to the respective use and occupancy of the property.

6. **USE OF LEASED PREMISES.** Lessee shall only use the Leased Premises for office purposes [including related and ancillary and related uses.] Lessee may not store toxic hazardous materials/products in the Premises. Lessee's operations during the entire term of this Lease shall be conducted in a first class manner. Lessee agrees that it will not disturb the Lessor by making or permitting any disturbance or any unusual noise, vibration or other condition on or in the Premises.

7. UTILITIES.

(A) Lessor shall provide the following services on all days during the Term of the Lease, unless otherwise stated:

1. Heating and cooling when necessary for normal comfort in the Premises from 8 a.m. to 5 p.m. (Saturdays to 1 p.m), Sundays and holidays excepted.
2. Electricity if and so long as Landlord shall generate or distribute electric current for light and power in the Building.

UNOFFICIAL COPY

3. City water from the regular Building outlets for drinking, lavatory and toilet purposes.
4. Janitorial Services in and about the Premises, Saturdays, Sundays and holidays excepted.

Landlord does not warrant that any of the services above mentioned will be free from interruptions caused by war, insurrection, civil commotion, riots, acts of God or the enemy or Government action, repairs, renewals, improvements, alterations, strikes, lockouts, picketing, whether legal or illegal, accidents, inability of Landlord to obtain fuel or supplies, or any other cause or causes beyond the reasonable control of Landlord. Any such interruption of service shall never be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages, by abatement of rent or otherwise, or relieve tenant from performing Tenant's obligations under this Lease.

[(B) In the event Lessee's usage of any utility increases substantially after the first 90 days of Lessee's occupancy, Lessee agrees that the parties will determine and devise an equitable formula for the payment of Lessee's share of such utilities.]

8. **ACCEPTANCE OF PREMISES.** The parties acknowledge that Lessor has undertaken the renovation and rehabilitation of the property as more fully described on Exhibit C hereof. Lessor agrees that all such improvements to the property will be performed in a good, workmanlike fashion. Upon completion of the work, Lessor will obtain or cause to be obtained a "Certificate of Occupancy" by the City of Chicago Subject to Lessor's obligations as set forth in Section 12 hereafter, Lessee agrees that the issuance of such "Certificate of Occupancy" shall be final and conclusive that the property is in habitable condition and will accept the premises in such condition without any further representation or warranty from Lessor. Any additional work that Lessee may desire on the Leased Premises (other than those items that are described on Exhibit C) shall be performed by Lessee at its sole cost and condition.

9. **LESSEE'S ALTERATIONS AND IMPROVEMENTS.** During the term of the Lease, Lessee shall make no alterations or improvements to or upon the Leased Premises or install any fixtures (other than trade fixtures which can be removed without injury to the Premises) without first obtaining written approval from the Lessor, which approval should not be unreasonably withheld or delayed. Any such additional work that Lessee may desire on the Leased Premises shall be performed by Lessee at its sole cost and condition. These improvements, if any, shall become permanent improvements to the Premises and the property of the Lessor at the end of the Lease, [except for Lessee's security system which may be removed by Lessee at the end of the term.]

UNOFFICIAL COPY

10. LESSEE'S MAINTENANCE AND REPAIR RESPONSIBILITIES.

At the expiration [or sooner termination] of this Lease, Lessee shall return the Leased Premises to Lessor in the same condition in which received (or, if altered by Lessee with the Lessor's consent, then the Leased Premises shall be returned in such altered condition), reasonable wear and tear excepted. [Lessee shall, at its own expense, keep the Leased Premises and the adjoining roadways, and sidewalks neat, clean and in a safe condition free of debris provided, however, that Lessee shall not be responsible for conditions outside of the Premises caused by others.] Lessee shall also:

- (A) Keep the glass of all windows and doors on the Leased Premises clean and presentable;
- (B) Replace all cracked or broken glass in the Leased Premises;
- (C) Maintain and keep the Leased Premises in a reasonably clean state of repair; and
- (D) Commit no waste to the Leased Premises.

Lessee's obligation to make repairs shall not extend those items which are the responsibility of Lessor in Section 11 below, except where the repairs are due to damage caused by Lessee or its contractors, agents, employees, invitees or licensees.

11. LESSOR'S MAINTENANCE RESPONSIBILITIES.

Lessor shall repair, maintain and, where necessary, replace the roof, foundation, structure, stormwater facilities (including gutters and downspouts) and underground water and sewer lines. Except in an emergency if Lessor fails to do so after sixty (60) days written notice to Lessor specifying the need for the repair, maintenance or replacement, Lessee may elect to perform such matter on Lessor's behalf and recover from the Lessor the sum or sums reasonably expended to cure said defaults by set off against rent or by action to recover damages. In the event of an emergency, Lessee may make reasonable repairs to the building, only after notice to and agreement with Lessor, as to the repairs required to be made, the cost of the repairs and the contractor who will be performing the work. An emergency as defined herein, shall mean an event or situation which presents an imminent threat of injury to person or warehoused material and must be cured in less than fourteen (14) days.

12. **INSPECTION.** The Lessor reserves the right to inspect the Premises at any and all reasonable times throughout the term of this Lease, provided, that the Lessor shall not interfere unduly with Lessee's operations. The right of inspection reserved to the Lessor hereunder shall impose no obligation on the Lessor to make

UNOFFICIAL COPY

inspections to ascertain the condition of the Leased Premises, and shall impose no liability upon the Lessor for failure to make such inspections.

13. DAMAGE OR DESTRUCTION.

(A) Should the Property or structures of which the Leased Premises are a part be damaged by fire or other casualty, and if the damage is repairable within four (4) weeks from the date of the occurrence, the Leased Premises shall be repaired with due diligence by the Lessor and in the meantime, the monthly minimum rent shall be abated in the same proportion that the untenable portion of the Leased Premises bears to the whole thereof, of the period from the occurrence of the damage to the completion of the repairs.

(B) Should the Leased Premises or any part thereof be completely destroyed by fire or other casualty, or should they be damaged to such an extent that the damage cannot be repaired within (4) weeks of the occurrence, the Lessor or the Lessee shall have the option to terminate this Lease on thirty (30) days' notice.

14. INDEMNIFICATION - LIABILITY INSURANCE.

(A) To the extent permitted by law, the Lessor, its Board Members, Officers, employees and agents, shall not be liable for any injury (including death) to any persons or for damage to any property regardless of how such injury or damage may be caused, sustained or alleged to have been sustained by Lessee or by others as a result of any condition (including existing or future defects in the Premises) or occurrence (including failure or interruption of utility service) whatsoever related in any way to the Leased Premises and the areas adjacent thereto or related in anyway to Lessee's use or occupancy of the Leased Premises and of the areas adjacent thereto. Lessee agrees to defend and to hold and save the Lessee harmless from all liability or expense (including the expense of litigation) in connection with any such items of actual or alleged injury or damaged.

(B) In addition, Lessee shall, at its own expense, maintain proper liability insurance with a reputable insurance company or companies satisfactory to the Lessor with a minimum limit of [\$2,000,000.00], and hereafter in such increased amounts as the parties may from time to time mutually agree upon, to indemnify both the Lessor and Lessee against any such liability or expense. Lessee shall also purchase Auto Liability coverage in a minimum amount of [\$1,000,000.00] for each occurrence and Worker's Compensation and Employer's Liability coverage in the amounts required by Illinois law, but no less than [\$500,000.00] per employee.

Lessor shall be named as additional insured, and shall be furnished with copies of said policies to establish:

UNOFFICIAL COPY

1. That Lessee's insurance obligations as herein provided have been met; and
2. That the insurance policy or policies as herein required are not subject to cancellations without at least thirty (30) days advance written notice to Lessor.

If Lessee shall, at any time, neglect to obtain the insurance coverage required in paragraph 14(B) above, Lessor may, at its election, give Lessee ten (10) days' written notice that unless Lessee obtains the required insurance, Lessor will procure or renew such insurance and all premiums paid by the Lessor for these purposes shall be additional rent payable to the Lessor and shall bear interest at the rate of eighteen percent (18%) per annum from the time of payment by the Lessor to the time of repayment by Lessee.

15. LESSOR'S INSURANCE OBLIGATIONS. Lessor agrees to maintain fire and casualty insurance coverage to repair or rebuild the building in which the Leased Premises are located in the event of damage or destruction.

Lessee shall not use the Leased Premises in such a manner as to increase the existing rates of insurance applicable to the building or structures of which the Leased Premises are a part. If it nevertheless does so, then, at the option of the Lessor, the full amount of any resulting increase in premiums paid by the Lessor with respect to the buildings or structures of which the Leased Premises are a part, may be added to the amount of rent herein above specified and shall be paid by Lessee to the Lessor with the next monthly rental payment.

Both Lessee and Lessor shall request their respective insurers to waive their rights of subrogation against Lessor and Lessee for property damage to the extent possible.

16. TAXES AND ASSESSMENTS.

(A) From and after the commencement of, and until the end of, the Term of the Lease, Lessee shall pay all real estate taxes on Lessee's leased interest as well as all personal property taxes, assessments, sewer and water charges, and public utility charges and fees levied or assessed against the Leased Premises. Lessor may apply to the Cook County Assessor's Office for a tax division to obtain a separate tax bill for the Leased Premises and for a tax reduction. If the Lessor receives any invoice, statement or bill relating to the taxes, assessments, charges and fees for which Lessee is liable, then the Lessor shall immediately forward such invoice, statement or bill to Lessee.

(B) Lessee, at Lessee's expense, may, so long as Lessee is not in default hereunder, contest in good faith any such tax, assessment, charge or fee in

UNOFFICIAL COPY

any manner permitted by law, in the Lessor's name. Lessor shall cooperate with Lessee and execute any documents or pleadings required for such purpose by law or regulation, provided that the Lessor reasonably will be satisfied that the facts set forth in such documents or pleadings are accurate and that such execution or cooperation does not and will not impose any obligations or expense to the Lessor. Such contest may include appeals from any judgments, decrees or orders until a final determination is made by a court or governmental department or authority having jurisdiction in the matter.

(C) If, by reasons of such contest, payment of the contested tax, assessment, charge or fee may be stayed as a matter of law or practice Lessee may defer payment thereof. Lessee promptly shall pay the deferred tax, assessment, charge or fee if at any time the Lessor's estate in the Leased Premises, or any part thereof, shall be in danger of being forfeited, or lost, by reasons of non-payment thereof. Upon final determination of any such contest, Lessee promptly shall pay such tax, assessment, charge or fee. Any refund of taxes paid by Lessee shall be the property of and retained by Lessee.

17. LIENS AND ENCUMBRANCES. Lessee shall keep the Leased Premises free and clear of any liens and encumbrances, including mechanic's liens, arising or growing out of Lessee's use and occupancy of the Leased Premises by Lessee. At Lessor's request, Lessee shall furnish the Lessor with written proof of payment of any item which would or might constitute the basis for such a lien on the Leased Premises if not paid, or shall provide Lessor with an acceptable bond in a principal amount not less than 150% of the disputed lien or encumbrances in issue. Lessee's failure to comply with this provision shall be a default and a basis for terminating this Lease.

18. COMPLIANCE WITH GOVERNMENTAL REGULATIONS AND LAWS. Lessee agrees to comply with all of Lessor's applicable rules and regulations pertaining to the Leased Premises for the general safety and convenience of Lessor, its various Lessees, invitees, licensees and the general public. Lessee further agrees to comply with all applicable federal, state and municipal laws, ordinances and regulations.

19. ASSIGNMENT OR TRANSFER. Lessee shall not assign or transfer this Lease, or any interest therein, nor sublet be whole or any part of the Leased Premises, nor shall this Lease, or any interest thereunder, be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise, without the written consent of the Lessor first had and obtained, which consent shall not be unreasonably withheld.

[20. LATE CHARGE. All rent, as defined in Section 3, shall be considered late and owing from the date due if not paid within ten (10) days of the date due. The

UNOFFICIAL COPY

amount due shall bear interest from the date due until the date paid at the annual rate of eighteen percent (18%).]

21. **ACCORD AND SATISFACTION.** No payment by Lessee or receipt by Lessor of a lesser amount than any installment or payment of rent due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check or payment of rent shall be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such installment or payment of rent or to pursue any other remedies available to it. No receipt of money by Lessor from Lessee after the termination of this Lease of Lessee's right to possession of the Lease Premises shall reinstate, continue or extend the term, except as expressly provided elsewhere in this Agreement.

22. **DEFAULTS.**

(A) Lessor's Remedies for Default by Lessee: Time is of the essence of this Agreement. Lessor may terminate the lease if Lessee fails to pay the fees, interest and any and all other charges provided for in this Lease within (30) days of the date due, provided Lessor has sent Lessee 5 (five) days written notice, or Lessee fails to keep any other covenants or agreements herein within (30) days of written notice from Lessor. Payment by Lessee to Lessor of interest on rent, and/or on any other charges due and owing under this Lease shall not cure or excuse Lessee's default in connection with such fees and/or charges. Interest, default and all other remedies of the Lessor hereunder are cumulative and not alternative remedies.

(B) Lessee's Remedies for Default by Lessor: If Lessor shall fail to comply with any provision or condition of this Lease on its part to be kept and performed, and if such default shall continue for a period of thirty (30) days after receipt of written notice thereof from Lessee, then Lessee may, at its option, but shall not be obligated to, remedy such default or terminate this Lease by giving Lessor thirty (30) days notice in writing, and if Lessor does not cure said default in the thirty (30) day period, then Lessee may terminate the Lease and any and all rent paid in advance by Lessee shall be prorated and refunded to Lessee from the date Lessee surrenders possession.

23. **CONDEMNATION.** In the event that any federal, state or local government agency or instrumentality thereof shall, by condemnation or otherwise, take title, possession or the right to possession of the Leased Premises or any part thereof, this lease will terminate as of the date of such taking, and if Lessee is not in default under any other provisions of this Lease on said date, any rent prepaid by Lessee shall, be refunded to Lessee. In the event of such taking or termination of Lease, Lessee waives compensation for its leasehold interests and improvements. Lessee shall, however, retain the right to file and seek reimbursement of its moving and relocation expenses.

UNOFFICIAL COPY

24. **ACCESS RIGHTS AND PARKING.** Lessor hereby grants to the Lessee for the term of this Lease and any renewals or extensions thereof, non-exclusive easements for ingress and egress to and from the Leased Premises over common areas, access roads, driveways and rights-of-way. Lessee shall have exclusive use of [Insert Parking Spaces to be assigned to Lessee and assessments if applicable]. Lessor hereby grants to Lessee an irrevocable non-exclusive right to use the dock for loading and unloading of equipment and other purposes.

[25. **INSOLVENCY.** If Lessee shall file a petition in bankruptcy, or if Lessee shall be adjudged bankrupt or insolvent by any court, or if a receiver of the property of Lessee shall be appointed in any proceeding brought by or against Lessee, or if Lessee shall make an assignment for the benefit of creditors, or if any proceedings shall be commenced to foreclose any mortgage, mechanic's or any other lien on Lessee's interest in the Leased Premises or on any personal property kept or maintained on the Leased Premises by Lessee, the Lessor may, at its option, terminate this Lease.]

26. **NON-WAIVER.** Lessor's acceptance of rent for any period or periods after a default by Lessee hereunder shall not be deemed a waiver of such default unless the Lessor shall so intend and shall so advise Lessee in writing. No waiver by the Lessor of any default hereunder by Lessee shall be construed to be or act as a waiver of the Lessor's right to enforce the terms of this Lease at a subsequent date or as a waiver of any subsequent default by Lessee.

27. **SURRENDER OF PREMISES -- ATTORNEYS FEES.** At the expiration or sooner termination of this Lease, Lessee shall promptly surrender possession of the premises to Lessor, and shall deliver to Lessor all keys that it may have to any and all parts of the Premises. In the event that Lessor shall be required to bring any action to enforce any of the provisions of this Lease, Lessee shall pay all of Lessor's reasonable costs in connection with such action, including but not limited to reasonable attorneys's fees and costs and court fees.

28. **HOLDOVER.** If Lessee shall, with the consent of Lessor, holdover after the expiration or sooner termination of the term of this Lease, the resulting tenancy shall, unless otherwise mutually agreed, be on a month-to-month tenancy. Lessee shall pay to Lessor the current monthly rental rate, subject to the increase, if any, in the CPI during the preceding year, unless a different rate shall be agreed upon. Lessee shall be bound by all of the additional provisions of this Lease agreement insofar as they may be pertinent for the holdover period.

29. **NOTICES.** All notices and payments hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

TO LESSOR:

The N'Digo Foundation
19 N. Sangamon

UNOFFICIAL COPY

Chicago, IL 60607-2613
Attn:

WITH A COPY TO:

TO LESSEE:

Hartman Publishing Group Ltd.
19 N. Sangamon
Chicago, IL 60607-2613
Attn:

WITH A COPY TO:

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices and payments sent by certified or registered mail shall be deemed to have been given on the date marked on the return receipt.

30. **CAPTIONS.** The captions in this Lease are for convenience only and do not in any way limit or amplify the provisions of this Lease.

31. **INVALIDITY OF PARTICULAR PROVISIONS.** If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

32. **QUIET ENJOYMENT.** Lessor warrants that Lessee shall have the peaceful possession, quiet enjoyment and exclusive use of the Premises, for its business purposes, during the term of this Lease, and any extension or renewal thereof, without hindrance by Lessor or any party claiming by, through or under Lessor. Lessor further covenants that, as of the date hereof, there is no deed, plat, zoning, building or other restrictions pertaining to the Leased Premises which prevents Lessee from using the Leased Premises as a commercial office facility.

33. **APPLICABLE LAW.** This Lease shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts performed entirely in Illinois.

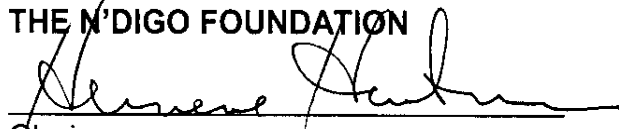
34. **NO BROKER'S COMMISSION.** Lessee hereby represents that it has neither engaged nor used a Broker in this transaction. Lessee represents that it has taken no action which would cause a brokerage commission or fees to be due from Lessor in connection with the execution of this Lease and Lessee agrees to indemnify

UNOFFICIAL COPY


Lessor and to hold it harmless from any liability arising from any such claim, including without limitation the cost of attorneys' fees in connection therewith.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their respective authorized officers and have affixed hereto their respect corporate seals as of the 3rd day of November, 2003.


THE N'DIGO FOUNDATION


Chairman

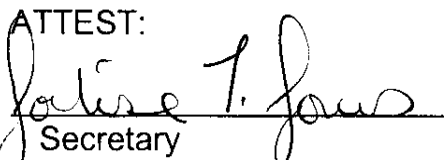
ATTEST:

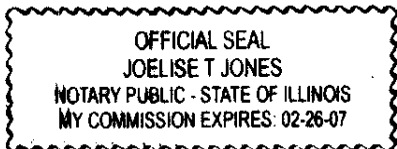

Secretary

HARTMAN PUBLISHING GROUP LTD.


President

ATTEST:


Secretary



UNOFFICIAL COPY**21312304**EXHIBIT ALEGAL DESCRIPTION

Parcel 1: Units P-8, P-9, P-10, P-11 and P-12 in the Hale Garage Condominium as described on a survey of the following described real estate:

THAT PART OF LOTS 13 (EXCEPT THE NORTH 31 FEET THEREOF), 14, 15 AND 16, IN S. E. GALE'S SUBDIVISION OF BLOCK 52 OF CARPENTER'S ADDITION TO CHICAGO, TAKEN AS A TRACT LYING BELOW AN ELEVATION OF 22.68 FEET, CITY OF CHICAGO DATUM, BOUNDED BY THE INTERIOR FACE OF THE WALLS OF A TWO STORY BRICK AND CONCRETE BUILDING AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT, THENCE SOUTH, ALONG THE WEST LINE OF SAID TRACT, BEING THE EAST LINE OF NORTH SANGAMON STREET, 120 FEET; THENCE EASTERLY, ALONG A LINE FORMING AN ANGLE OF 90 DEGREES, 56 MINUTES, 51 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 1.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING EASTERLY, ALONG THE LAST DESCRIBED LINE, 23.45 FEET; THENCE SOUTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.42 FEET; THENCE EASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.30 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.42 FEET; THENCE EASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 23.15 FEET; THENCE SOUTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.42 FEET; THENCE EASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.30 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.42 FEET; THENCE EASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 15.07 FEET; ; THENCE SOUTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.42 FEET; THENCE EASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.30 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.42 FEET; THENCE EASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 27.13 FEET; THENCE SOUTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.42 FEET; THENCE EASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.30 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.42 FEET; THENCE EASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 23.37 FEET; THENCE SOUTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.44 FEET; THENCE EASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.40 FEET; THENCE SOUTHERLY, ALONG A LINE FORMING AN ANGLE OF 90 DEGREES, 03 MINUTES, 13 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 15.04 FEET; THENCE WESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.40 FEET; THENCE SOUTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.05 FEET THENCE EASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.40 FEET; THENCE SOUTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 24.89 FEET; THENCE WESTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.52 FEET; THENCE SOUTHERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.83 FEET; THENCE EASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.43 FEET TO THE EAST LINE OF THE AFORESAID TRACT; THENCE SOUTHERLY ALONG SAID

UNOFFICIAL COPY**21312304**

EASTERLY LINE, BEING A LINE FORMING AN ANGLE OF 89 DEGREES, 51 MINUTES, 52 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 4.27 FEET; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES, 08 MINUTES, 08 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 9.64 FEET; THENCE SOUTHERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 16.50 FEET; THENCE WESTERLY, ALONG A LINE FORMING AN ANGLE OF 89 DEGREES, 58 MINUTES, 52 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 1.40 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES, 07 MINUTES, 20 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 18.78 FEET TO THE SOUTH LINE OF THE AFORESAID TRACT; THENCE WESTERLY ALONG SAID SOUTH LINE, BEING A LINE FORMING AN ANGLE OF 90 DEGREES, 10 MINUTES, 00 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 10.00 FEET; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES, 50 MINUTES, 00 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 18.79 FEET; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES, 52 MINUTES, 40 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 3.67 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.43 FEET; THENCE WESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.30 FEET; THENCE SOUTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.43 FEET; THENCE WESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 23.13 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.43 FEET; THENCE WESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.30 FEET; THENCE SOUTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.43 FEET; THENCE WESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 15.09 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.43 FEET; THENCE WESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.30 FEET; THENCE SOUTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.43 FEET; THENCE WESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 23.37 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.38 FEET; THENCE WESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.27 FEET; THENCE NORTHERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 15.15 FEET; THENCE EASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.15 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.92 FEET; THENCE WESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE 0.15 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE 7.66 FEET; THENCE WESTERLY, ALONG A LINE FORMING AN ANGLE OF 90 DEGREES, 08 MINUTES, 55 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 5.41 FEET; THENCE NORTHERLY, ALONG A LINE FORMING AN ANGLE OF 90 DEGREES, 08 MINUTES, 55 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 2.37 FEET; THENCE WESTERLY, ALONG A LINE FORMING AN ANGLE OF 90 DEGREES, 08 MINUTES, 55 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 8.95 FEET; THENCE NORTHERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 7.14 FEET; THENCE WESTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 11.11 FEET TO THE WEST LINE OF THE AFORESAID TRACT; THENCE NORTHERLY ALONG SAID WEST LINE, BEING A LINE FORMING AN ANGLE OF 90 DEGREES, 01 MINUTES, 35 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 3.89 FEET;

UNOFFICIAL COPY**21312304**

THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES, 58 MINUTES, 25 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 4.63 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.02 FEET; THENCE WESTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.93 FEET; THENCE NORTHERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE 8.11 FEET; THENCE EASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.40 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.94 FEET; THENCE WESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.40 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 15.00 FEET; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES, 06 MINUTES, 51 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 0.44 FEET; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES, 06 MINUTES, 51 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 0.44 FEET TO THE POINT OF BEGINNING, ALL IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 2:

LOTS 13 (EXCEPT THE NORTH 31 FEET THEREOF), 14, 15 AND 16, IN S. F. GALE'S SUBDIVISION OF BLOCK 52 OF CARPENTER'S ADDITION TO CHICAGO, TAKEN AS A TRACT EXCEPTING THEREFROM THAT PART LYING BELOW AN ELEVATION OF 22.68 FEET, CITY OF CHICAGO DATUM, BOUNDED BY THE INTERIOR FACE OF THE WALLS OF A TWO STORY BRICK AND CONCRETE BUILDING AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT, THENCE SOUTH, ALONG THE WEST LINE OF SAID TRACT BEING THE EAST LINE OF NORTH SANGAMON STREET, 1.80 FEET; THENCE EASTERLY, ALONG A LINE FORMING AN ANGLE OF 90 DEGREES, 06 MINUTES, 51 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 1.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING EASTERLY, ALONG THE LAST DESCRIBED LINE, 23.45 FEET; THENCE SOUTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.42 FEET; THENCE EASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.30 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.42 FEET; THENCE EASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 23.15 FEET; THENCE SOUTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.42 FEET; THENCE EASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.30 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.42 FEET; THENCE EASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 15.07 FEET; ; THENCE SOUTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.42 FEET; THENCE EASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.30 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.42 FEET; THENCE EASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 23.13 FEET; THENCE SOUTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.42 FEET; THENCE EASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.30 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.42 FEET; THENCE EASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 23.37 FEET; THENCE SOUTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.44 FEET; THENCE

UNOFFICIAL COPY**21312304**

EASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.40 FEET; THENCE SOUTHERLY, ALONG A LINE FORMING AN ANGLE OF 90 DEGREES, 03 MINUTES, 13 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 15.04 FEET; THENCE WESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.40 FEET; THENCE SOUTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.05 FEET THENCE EASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.40 FEET; THENCE SOUTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 24.89 FEET; THENCE WESTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.52 FEET; THENCE SOUTHERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.83 FEET; THENCE EASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.43 FEET TO THE EAST LINE OF THE AFORESAID TRACT; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, BEING A LINE FORMING AN ANGLE OF 89 DEGREES, 51 MINUTES, 52 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 4.27 FEET; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES, 08 MINUTES, 08 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 9.64 FEET; THENCE SOUTHERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 16.50 FEET; THENCE WESTERLY, ALONG A LINE FORMING AN ANGLE OF 89 DEGREES, 58 MINUTES, 52 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 1.40 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES, 07 MINUTES, 20 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 18.78 FEET TO THE SOUTH LINE OF THE AFORESAID TRACT; THENCE WESTERLY ALONG SAID SOUTH LINE, BEING A LINE FORMING AN ANGLE OF 90 DEGREES, 10 MINUTES, 00 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 10.00 FEET; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES, 50 MINUTES, 00 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 18.79 FEET; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES, 52 MINUTES, 40 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 3.67 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.43 FEET; THENCE WESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.30 FEET; THENCE SOUTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.43 FEET; THENCE WESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 23.13 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.43 FEET; THENCE WESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.30 FEET; THENCE SOUTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.43 FEET; THENCE WESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 11.09 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.43 FEET; THENCE WESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.30 FEET; THENCE SOUTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.43 FEET; THENCE WESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 23.37 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.38 FEET; THENCE WESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, .027 FEET; THENCE NORTHERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 15.15 FEET; THENCE EASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.15 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.92 FEET; THENCE WESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE 0.15 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 7.66

UNOFFICIAL COPY**21312304**

FEET; THENCE WESTERLY, ALONG A LINE FORMING AN ANGLE OF 90 DEGREES, 08 MINUTES, 55 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 5.41 FEET; THENCE NORTHERLY, ALONG A LINE FORMING AN ANGLE OF 90 DEGREES, 08 MINUTES, 55 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 2.37 FEET; THENCE WESTERLY, ALONG A LINE FORMING AN ANGLE OF 90 DEGREES, 08 MINUTES, 55 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 8.95 FEET; THENCE NORTHERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 7.14 FEET; THENCE WESTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 11.11 FEET TO THE WEST LINE OF THE AFORESAID TRACT; THENCE NORTHERLY ALONG SAID WEST LINE, BEING A LINE FORMING AN ANGLE OF 90 DEGREES, 01 MINUTES, 35 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 3.89 FEET; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES, 58 MINUTES, 25 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 4.63 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.02 FEET; THENCE WESTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.93 FEET; THENCE NORTHERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE 8.11 FEET; THENCE EASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.40 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.94 FEET; THENCE WESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.40 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 15.00 FEET; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES, 06 MINUTES, 51 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 0.44 FEET; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES, 06 MINUTES, 51 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 0.44 FEET TO THE POINT OF BEGINNING, ALL IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

829216_1.DOC



UNOFFICIAL COPY

EUGENE "GENE" MOORE

RECORDER OF DEEDS / REGISTRAR OF TORRENS TITLES
COOK COUNTY, ILLINOIS

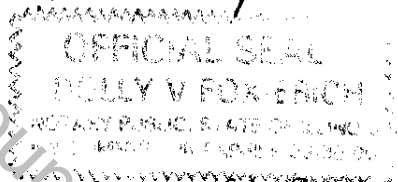
GRANTOR/GRANTEE STATEMENT

The Grantor or his Agent affirms that, to the best of his knowledge, the name of the Grantor shown on the Deed or Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated April 8, 2004

Signature: [Handwritten Signature]
Grantor or Agent

Subscribed and sworn to before me
By the said affiant
This 8th day of April, 2004
Notary Public Dolly V Fox-Rich

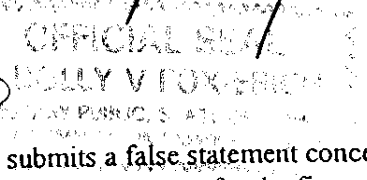


The Grantee or his Agent affirms and verifies that the name of the Grantee shown on the Deed or Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated April 8, 2004

Signature: [Handwritten Signature]
Grantee or Agent

Subscribed and sworn to before me
By the said affiant
This 8th day of April, 2004
Notary Public Dolly V Fox-Rich



NOTE: Any person who knowingly submits a false statement concerning the identity of a Grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to Deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)