

Doc#: 0505439087

Eugene "Gene" Moore Fee: \$68.00 Cook County Recorder of Deeds Date: 02/23/2005 01:42 PM Pg: 1 of 23

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### ASSIGNMENT OF LEASES AND RENTS

Dated as of February 22, 2005

made by

20 EAST HURON, LLC

and

PARK FLACE TOWER I, LLC

(collectively, as Assignor),

in tay or of

#### AAREAL BANK AG

as Agent for Lender as Assignee

Street Address: Certain condominium units located in 30 East You'on Street

City:

Chicago

County: State:

Cook

Illinois

Street Address: Certain condominium units located in 655 West Irving Park Road

City:

Chicago Cook

County: State:

Illinois

#### THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Bryan Cave LLP 1290 Avenue of the Americas New York, New York 10104 Attention: Michael B. Levy, Esq.

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# **UNOFFICIAL COPY**

### ASSIGNMENT OF LEASES AND RENTS

This ASSIGNMENT OF LEASES AND RENTS (this "Assignment") dated as of February 22, 2005 by and between 30 EAST HURON, LLC ("30 East Huron") and PARK PLACE TOWER I, LLC ("Park Place"), each a Delaware limited liability company having an address c/o Crescent Heights of America, Inc., 2930 Biscayne Blvd., Miami, Florida 33137 (30 East Huron and Park Place are hereinafter referred to collectively as the "Assignor") in favor of AAREAL BANK AG, a German banking corporation, having an office at Paulinenstrasse 15, D-65189, Wiesbaden, Germany, as a "Lender" and as agent for "Lenders" (in such capacity, "Assignee") for lenders. All capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Mortgage (as defined below) and/or in the Loan Agreement.

### WITNESSETH:

WHERE AS, pursuant to that certain Declaration of Condominium for 30 East Huron, A Condominium dated February 23, 2004 and recorded on February 27, 2004 as Document No. 0405834042 in the Office of the Recorder of Deeds of Cook County, Illinois (the "30 East Huron Declaration"), certain land and improvements thereon located in the City of Chicago, County of Cook, State of Illinois, were submitted by 30 East Huron, as declarant thereof, to a condominium form of ownership;

WHEREAS, pursuant to that certain declaration of condominium for Park Place Tower I, A Condominium dated October 19, 2001 and recorded on October 31, 2001 as Document ID No. 0011020878 in the Official Records of Cook County, Illinois (the "Park Place Declaration;" together with the 30 East Huron Declaration, the "Declaration"), certain land and improvements thereon located in the City of Chicago and County of Cook, State of Illinois were submitted by Park Place, as declarant thereof, to a condominium form of ownership;

WHEREAS, Assignor is the owner of the fee interest in certain condominium units listed in <u>Schedule A-1</u> hereto within the condominium known as 30 Fast Huron, A Condominium, as established pursuant to the 30 East Huron Declaration (the "30 East Huron Condominium");

WHEREAS, Assignor is the owner of the fee interest in certain condominium units listed in <u>Schedule A-2</u> hereto within the condominium known as Park Place Tower I, A Condominium, as established pursuant to the Park Place Declaration (the "<u>Park Place Condominium</u>;", together with the 30 East Huron Condominium, the "<u>Condominium</u>"),;

WHEREAS, the Loan is evidenced by that certain Promissory Note (the "Note") dated as of the date hereof in the original principal amount of \$98,835,259.92 made by Assignor and Folsom/First, LLC to Assignee; and

WHEREAS, the Loan is secured, <u>inter alia</u>, by that certain Mortgage, Security Agreement, Financing Statement, Fixture Filing and Assignment of Rents (the "<u>Mortgage</u>") dated as of the date hereof and is intended to be recorded simultaneously herewith made by Assignor in favor of Assignee.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, and to better secure the full and complete payment and performance of the Obligations in accordance with the terms of the Loan Agreement and the other Loan Documents, it is covenanted and agreed as follows:

Section 1. Nature of Assignment. Assignor does hereby absolutely, unconditionally and irrevocably grant, transfer and assign to Assignee all of Assignor's right, title and interest in and to all Leases and Rents (as such terms are defined in the Mortgage), subject, however, to the license granted by Assignee to Assignor in Section 2 hereof. This Assignment constitutes an absolute, irrevocable, and present assignment, subject to the grant of a license by Assignee to Assignor to collect and use such Rents and, subject to the terms of the Loan Documents take all actions of landlord under the Leases in accordance with Section 2 hereof. Upon the occurrence and during the continuance of an Event of Default, Assignee may, at its option, revoke such license by notice to Assignor, and all Rents collected and held by Assignor after the occurrence and during the continuance of such Event of Default shall be paid over to Assignee and applied as provided in the Loan Agreement. The assignment contained in this Assignment shall be fully operative without any further action on the part of either party and Assignee shall be entitled, at its ortio i, upon the occurrence and during the continuance of an Event of Default, to all Rents, which kents, upon the occurrence and during the continuance of an Event of Default, shall be held by A signor as trustee for the benefit of Assignee only whether or not Assignee shall take possession of the Premises. Notwithstanding the foregoing, Assignee may at any time upon the occurrence and during the continuance of an Event of Default, notify each and/or any Lessee of the assignment grante( bereunder.

Section 2. <u>Limitations on Assignment</u> So long as Assignee has not revoked the license to collect and use the Rents described in <u>Section 1</u> hereof by reason of the occurrence and continuance of an Event of Default, Assignor shall have the right, subject to the terms and conditions of the Loan Agreement, the Mortgage and this Assignation, but, to collect and receive all Rents, for application in accordance with the Loan Agreement and the other Loan Documents and, subject to the terms of the Loan Documents, to take any other actions of landlord under the Leases as Assignor shall elect.

Section 3. <u>Leases</u>. Except as set forth in <u>Section 4.3</u> of the Loan Agreement, Assignor shall not (i) enter into, amend, modify, extend, renew, restate or supplement any Lease (ii) terminate or accept a surrender or shorten the term of, reduce the payment of the rend under, materially modify any of the provisions of, or grant any material consent (except to the extent such consent is required under such Lease) or waiver under, any Lease, (iii) terminate, modify, grant any waiver under or otherwise amend any guaranty provided with respect to a Lease, in each case without the prior written consent of Assignee or (iv) accept the payment of Rent for any Lease more than one (1) month in advance.

Section 4. <u>Remedies</u>. In addition to all other remedies provided for in the Loan Documents or otherwise available at law, upon the occurrence and during the continuance of an Event of Default, Assignee may, at its option, to the fullest extent permitted by law, without notice, take any one or more of the following actions for the purpose of collecting said

Rents, without in any way waiving such Event of Default, without regard to the adequacy of the security for the Obligations and with or without bringing any action or proceeding:

- (a) enter upon and take possession of the Premises and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee shall determine;
- (b) demand, sue for, or otherwise collect and receive, all Rents, including those past due and unpaid, in its own name or in the name of Assignor, either with or without taking possession of the Premises;
- (c) dispossess or exercise any other right or remedy of the lessor with respect to any Lessees defaulting in its obligations pursuant to its Lease;
  - (d) let the Premises or any part thereof;
- (e) give, or require Assignor to give, notice to any or all Lessees under the Leases authorizing and directing the Lessees to pay all Rents under the Leases directly to Assignee;
- (f) without regard to waste, adequacy of the security or solvency of Assignor, apply for, and Assignor hereby irrevocably consents to, the appointment of a receiver of the Premises, whether or not foreclosure proceedings have been commenced under the Mortgage, and if such proceedings have been commenced, whether or not a foreclosure sale has occurred;
- (g) apply such Rents as provided in the Loan Agreement and other Loan Documents;
- (h) exercise any and all rights available to Assignor pursuant to any Leases or guaranties thereof;
- (i) perform any and all other acts that Assignee deems necessary or proper to protect the security of this Assignment, including as may be provided in the Mortgage, the Loan Agreement or any other Loan Documents; and/or
- (j) appoint Assignee the attorney-in-fact of Assignor to take any action and execute any instruments that Assignor is obligated, or has covenanted and agreed under the Loan Agreement or the other Loan Documents to take or execute, which appointment as attorney-infact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing provisions of this Section 4, upon the occurrence and during the continuance of an Event of Default, Assignor does hereby irrevocably appoint Assignee as its attorney-in-fact with full power, in the name and stead of Assignor to demand, collect, receive and give complete acquittance for any and all of the Rents now due or that may hereafter become due, and at Assignee's discretion, to file any claim, to take any other action, to institute any proceeding or to make any settlement of any claim, either in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of Rents.

Neither the exercise of any rights under this Assignment by Assignee nor the application of any such Rents to the Obligations shall cure or waive an Event of Default or invalidate any act done pursuant hereto or pursuant to the other Loan Documents, and all rights, powers and remedies provided hereunder to Assignee shall be cumulative with all other rights, powers and remedies under the other Loan Documents or available at law or in equity. The rights, powers and remedies of Assignee under this Assignment shall continue in effect until all principal, interest and other sums outstanding with respect to the Loan are paid in full and shall continue until expiration of any applicable redemption period after any judicial foreclosure sale, whether or not any deficiency remains after such a foreclosure sale. The execution of this Assignment constitutes and evidences the irrevocable consent of Assignor, during the continuance of an Event of Default, to the extent permitted by law the entry upon and taking possession of the Premises by Assignee and its agents or nominees pursuant to the terms hereof, whether or not foreclosure has been instituted.

Section 5. Payments to Assignee. Assignor hereby irrevocably authorizes and directs the Lessee raried in any Lease or the guarantor under any guaranty of any Lease, upon receipt of written notice from Assignee (which notice may only be sent upon the occurrence and during the concinuance of an Event of Default) or Assignor to the effect that Assignee is then the holder of this Assignment and directing such Lessee to pay all Rents directly to Assignee, to pay over to the Assignee all Rents accruing under said Lease or from the Premises and any sums due pursuant to ary guaranty of any Lease, and to continue to do so until otherwise notified by the Assignee. The payment by such Lessee to Assignee shall be deemed to be in compliance with the terms of such Lease or guaranty thereof, as applicable.

Section 6. Termination of Assignment. Upon payment in full of the Obligations in accordance with the terms of the Loan Posiments, this Assignment will become and be void and of no effect, but the affidavit, certificate or letter of any officer, agent or attorney of Assignee showing any portion of the Obligations remain u ipaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any Person may, and is hereby authorized to, rely thereon. Notwinglanding the preceding sentence, the release, satisfaction or assignment in connection with a refinancing of record of the Mortgage shall constitute conclusive evidence that this Assignment is void and of no effect. Notwithstanding the foregoing, Assignee agrees that upon payment in full of all the Obligations, in accordance with the terms of and the satisfaction of all conditions to the release, satisfaction or assignment of the Mortgage pursuant to Section 5.1 of the Mortgage, it shall, at Assignor's request and expense, execute and deliver an appropriate instrument of release which shall be sufficient to terminate this Assignment and release this Assignment of record.

Section 7. Other Security. Assignee may take or release other security for the payment of the Obligations or any portion thereof, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction thereof without prejudice to any of its rights under this Assignment.

Section 8. <u>Indemnification</u>. Assignee shall not be obligated to perform or discharge any obligation under any Lease by reason of this Assignment until such time that Assignee shall take possession and control of the Premises. Assignor hereby agrees to indemnify and hold Assignee and the Lenders harmless from and against any and all liability, claim, loss,

charge, damage or demand which Assignee actually incurs or suffers, except to the same arises out of Assignee's or any Lender's gross negligence or wilful misconduct, (a) under any Lease, (b) under or by reason of this Assignment, (c) in enforcing its rights under this Assignment, (d) in defense of any claim arising out of this Assignment or (e) by reason of any alleged obligation or undertaking on the part of Assignee to perform or discharge any of the terms of any Lease. Any and all such amounts incurred or suffered by Assignee, including costs, expenses and reasonable attorneys' fees and disbursements, together with interest thereon at the Default Rate, shall be secured hereby and by the Mortgage, and Assignor shall reimburse Assignee therefor within five (5) days of demand. Without limiting the foregoing, nothing contained herein shall operate or be construed to place upon Assignee any responsibility for the operation, control, carc, management or repair of the Premises or any part thereof. In no event shall Assignee's acceptance of this Assignment cause Assignee to be deemed to be a mortgagee in possession.

Section 9. <u>Interest</u>. All sums due and payable hereunder, including those expenses subject to indemnification pursuant to <u>Section 8</u> hereof, shall be payable by Assignor within five (5) days of demand, shall bear interest at the Default Rate from the date of Assignee's or Lenders' payment thereof until repaid to Assignee or Lenders, as the case may be, and shall be secured hereby and by the Mortgage and the other Loan Documents.

### Section 10. Bankrupt sy Related Provisions.

- (a) Without limiting the generality of any provision of this Assignment, if a proceeding under the Bankruptcy Code (as denoted in the Mortgage) is commenced by or against Assignor, then, pursuant to Section 552(b)(2) of the Pankruptcy Code, the security interest granted by this Assignment shall automatically extend to all Rents acquired by Assignor after the commencement of the case and such Rents shall constitute cash collateral under Section 363(a) of the Bankruptcy Code.
- (b) During the continuance of any Event of Detalt, Assignee shall have the right to file, in its own name or on behalf of Assignor, any proof of claim in any bankruptcy or insolvency proceeding in which the debtor is a tenant under a Lease or a guarantor thereof.
- Section 11. Further Assurances. Assignor shall, within ten (1%) days after written request, make, execute or endorse, and acknowledge and deliver or file or cause the same to be done, all such vouchers, invoices, notices, certifications, additional agreements, undertakings, conveyances, deeds of trust, mortgages, transfers, assignments, financing statements or other assurances, and take all such other action, as Assignee may, from time to time, deem reasonably necessary in order to give effect to the rights and benefits conferred on Assignee, Agent and Lenders pursuant to this Assignment, the Mortgage or any of the other Loan Documents, all or any part of the security intended to be provided pursuant to this Assignment or any of the other Loan Documents, for any of the Obligations.
- Section 12. <u>Amendments, Waivers, Consents and Approvals</u>. No failure or delay of Assignee in exercising any power or right hereunder or to demand payment for any sums due pursuant to this Assignment or any other Loan Document, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment

or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of Assignee hereunder or under the other Loan Documents are cumulative and not exclusive of any rights or remedies which it would otherwise have. No waiver of any provision of this Assignment or in any of the other Loan Documents or consent to any departure by Assignor or any other Person therefrom shall in any event be effective unless signed in writing by Assignee, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Consents, approvals and waivers granted by Assignee for any matters covered under this Assignment or any Loan Document shall not be effective unless signed in writing by Assignee, and such consents, approvals and waivers shall be narrowly construed to cover only the parties and facts identified in any such consent, approval or waiver. No notice or demand on Assignor or any other Person in any case shall entitle Assignor or such Person to any other or further notice or demand in similar or other circumstances. Unless expressly provided to the contrary, any consents, ar prevals or waivers of Assignee or Lenders pursuant to this Assignment or any other Loan Documents shall be granted or withheld in Assignor's or Lenders' sole discretion, as the case may be. No arrendment, modification or termination of any provision of this Assignment shall be effective unless in writing and signed by Assignor and Assignee.

- Section 13. <u>Coraro ling Document</u>. In the case of any conflict or inconsistency between or among the terms of this Assignment and the Loan Agreement, the terms of the Loan Agreement shall govern and control.
- Section 14. <u>Binding Effect</u> This Assignment shall be binding upon and inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its permitted successors and assigns.
- Section 15. <u>Covenants Running With the Land</u>. All covenants herein contained are intended and shall be held to be real covenants running with the land.
- Section 16. Actions and Proceedings. Upon the occurrence and continuation of an Event of Default, Assignee shall have the right, but not the obligation, to appear in and defend any action or proceeding brought with respect to the Premises, and to bring any action or proceeding in the name and on behalf of Assignor, which Assignee, in its discretion, believes should be brought to protect its interest in the collateral which is the subject of this Assignment.
- Section 17. <u>Notices</u>. All notices, demands, requests, approvals, consents and other communications provided for herein shall be in writing and shall be given in accordance with <u>Section 10.1</u> of the Loan Agreement.
- Section 18. <u>Severability</u>. In the event any one or more of the provisions contained in this Assignment or in any other Loan Documents should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 19. <u>Captions</u>. The captions, headings and arrangements used in this Assignment are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

Section 20. Governing Law; Choice of Forum; Consent to Service of Process and Jurisdiction; Waiver of Trial by Jury. This Assignment shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of Illinois except as otherwise provided herein. Assignor irrevocably (a) agrees that any suit, action or other legal proceeding arising out of or relating to this Assignment, the Note or the other Loan Documents may be brought in the Courts of the United States of America located in the Northern District of Illinois or in the courts of the State of Illinois located in the County of Cook, (b) consents to the jurisdiction of each such court in any such suit, action or proceeding and (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Assignor irrevocably consents to the service of any and all process in any such suit, action or proceeding by service of copies of such process to Assignor at its address provided in Section 10.1 of the Loan Agreement, as the same may be changed pursuant to Section 10.1 of the Loan Agreement. Nothing in this Section 21, however, shall affect the right of Assignee to serve legal process in my other manner permitted by law or affect the right of Assignee to bring any suit, action or proceeding against Assignor or its property in the courts of any other jurisdiction. TO THE FULLEST EXTENT PERMITTED BY LAW, ASSIGNOR HEREBY WAIVES AND, ASSIGNEE E TITS ACCEPTANCE OF THIS ASSIGNMENT HEREBY WAIVES TRIAL BY JURY IN A VY SUIT, ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS ASSIGNMENT, THE NOTE OR ANY OF THE OTHER LOAN DOCUMENTS, WHICH WAIVER IS INFORMED AND VOLUNTARY.

Section 21. <u>Defined Agreements</u>. All of the agreements or instruments referred to in this Assignment mean such agreements or instruments as the same may, from time to time, be supplemented or amended, or the terms thereof waived or modified to the extent permitted by, and in accordance with, the terms and conditions thereof and of this Assignment and the other Loan Documents.

Section 22. <u>No Other Party Beneficiary</u>. This Assignmen is for the sole benefit of Assignee, Lenders and Assignor, and is not for the benefit of any other party. Nothing contained in this Assignment shall be deemed to confer upon anyone other than Assignee, Lenders and Assignor any right to insist upon or to enforce the performance or observance of any of the obligations contained therein.

[Signature to follow]

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# **UNOFFICIAL COPY**

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor on the date first above written.

30 EAST HURON, LLC, a Delaware limited liability company

By: 30 EAST HURON HOLDINGS, LLC, a Delaware limited liability company Sole Member and Managing Member

By:

O CO CO

Name: Kimberly Sheill

Title: Assistant Vice President

PARK PLACE TOWER I, LLC, a Delaware limited liability company

By: PARK PLACE TOWER HOLDINGS I, LLC, a Delaware limited liability company

Sole Member and Managing Member

C/C/A/S O/K/CC

By.

Marie: Kimberly Sheill

Title: Assistant Vice President

STATE OF I
) SS:
COUNTY OF $(2)$
I, Dana Parker, a Notary Public in and for said County, in
the State aforesaid, do hereby certify that Kinkly Sheill,
of 30 East Huron Holdings, LLC, a Delaware limited liability company and the Sole Member
and Managing Member of 30 East Huron, LLC, a Delaware limited liability company, who is
personally known to me to be the same person whose name is subscribed to the foregoing
instrument as such Kimberly Sheill, appeared before me this day in person and
acknowledged that she signed and delivered the said instrument as her own free and voluntary
act and as the free and voluntary act of each said company, for the uses and purposes therein set forth.
101th
GIVEN cuder my hand and notarial seal, this day of February, 2005.
01.12.1. Cador my mand and notarial soul, and 170 day of 1 cordary, 2003.
Nana Tarke
Notary Public
· · · · · · · · · · · · · · · · · · ·
(SEAL) OFFICIAL SEAL
DANA PARKER  Notary Public - State of Illinois
My Commission Expires Jul 21, 2008
My common to
STATE OF L
) SS:
COUNTY OF COOK
I, Dana Parker, a Notary Puelic is and for said County, in
the State aforesaid, do hereby certify that Kimby ly Sheill,
of Park Place Tower Holdings I, LLC, a Delaware limited liability company and the Sole
Member and Managing Member of Park Place Tower I, LLC, a Delaware limit of liability
company, who is personally known to me to be the same person whose name is subscribed to the
foregoing instrument as such Kingbyly Sheil , appeared before me this ray in
person and acknowledged that she signed and delivered the said instrument as her own five and
voluntary act and as the free and voluntary act of each said company, for the uses and pur joses
therein set forth.
CITETION 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
GIVEN under my hand and notarial seal, this 10 day of February, 2005.
h Carbon
Notary Public
THORALLY I WORK
(STEAT) OFFICIAL SEAL
DANA PARKER
Notary Public - State of Illinois
My Commission Expires Jul 21, 2008
C064029/01B2008/1209422,3

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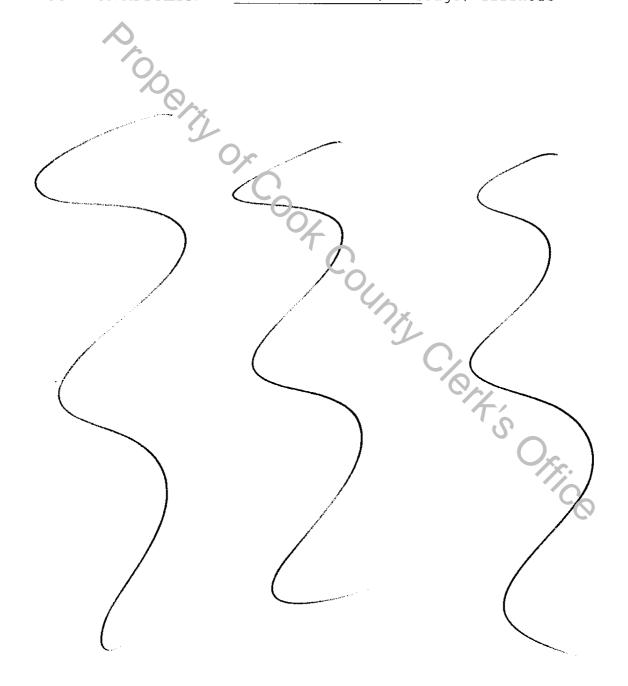
# **UNOFFICIAL COPY**

SCHEDULE A-1 Legal Description

[TO BE INSERTED]

**COMMON ADDRESS:** 

30 E. Huron, Chicago, Illinois



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## **UNOFFICIAL COPY**

SCHEDULE A -1, 30 E. Huron Chicago, Illinois

#### LEGAL DESCRIPTION:

Tract 1 - Condominium Property: unit numbers 902, 907, 909, 910, 1010, 1109, 1110, 1201, 1204, 1207, 1208, 1209, 1310, 1502, 1510, 1609, 1610, 1710, 1801, 1802, 1809, 1902, 1904, 1910, 2001, 2004, 2006, 2008, 2009, 2010, 2101, 2108, 2109, 2110, 2201, 2206, 2208, 2210, 2306, 2308, 2310, 2401, 2402, 2408, 2409, 2410, 2501, 2502, 2504, 2506, 2508, 2509, 2510, 2601, 2605, 2607, 2608, 2610, 2701, 2704, 2706, 2707, 2803, 2804, 2806, 2808, 2307, 2906, 2907, 2908, 2909, 3005, 3006, 3007, 3008, 3009, 3010, 3101 through 3110, 3203, 3206, 3207, 3208, 3209, 3210, 3301, 3304, 3305, 3306, 3309, 3310, 3401, 3402, 3404, 3405, 3406, 3408, 3410, 3501, 3503, 3505, 3506, 3508, 3510, 3603 through 3610, 3701, 3702, 3703, 3705, 3707, 3708, 3710, 3801, 3804, 3805, 3806, 3807, 3309, 3810, 3901, 3902, 3903, 3905, 3906, 3907, 3908, 3909, 4001, 4003, 4005, 4006, 4009, 4010, 4103, 4105, 4106, 4203, 4205, 4206, 4207, 4301, 4303, 4305, 4306, 4310, 4401, 4402, 4403, 4405, 4406, 4409, 4410, 4503, 4405, 4406, 4409, 4410 4503, 4505, 4506, 4510, 4601, 4603, 4605, 4610, 4701, 4704, 4710, 4801, 4804, 4805, 4807, 4809, 4810, 4901, 4902, 4905, 4906, 5001, 5004, 5007, 5010, 5101, 5105, 5201, 5204, 5205, 5206, 5209, 5301, 5302, 5304, 5306, 5307, 5310, 5401, 5405, 54)6, 5407, 5501, 5504, 5506, 5507, 5510, 5601, 5605, 5606, 5610, P-1 through P-78, P-80 through P-91, P-93, P-97, P-98, P-100, P-101, P-102, P-104 through P-110, P-112 through P-117, -119, P-120, P-121, P-122, P-124, P-125, P-126, P-127, P-130 through P-136, P-138, P-143, P-146, P-149, P-151, P-155, P-156, P-158, P-161, P-162, P-164, P-165, P-169, P-170, P-179, P-182, P-188, P-195, P-200, P-203, P-229, P-257, P-259, P-260, P-261, P-263, and P-276 through P-280 in 30 Eas Huron, A Condominium a condominium as delineated on a survey of the following described parcel of real

part of lots 11 and 12 in Huron Plaza, a resubdivision in block 47 in Kinzie's Addition to Chicago, in the northwest 1/4 of section 10, township 39 north, range 14, east of the third principal meridian, according to the riat thereof recorded May 13, 1981 as document number 25869229 and filed as document LR3214963, in Cook County, Illinois;

which survey is attached as an exhibit to the declaration of condominium recorded February 27, 2004 as document number 0405834042, together with sail units' percentage interest of the common elements as set forth in said declaration of condominium as amended from time to time.

### TRACT 2 - RETAIL PROPERTY NORTH

PARCEL 1: PART OF LOT 11 IN HURON PLAZA, A RESUBDIVISION IN BLOCK 47 IN KINZIE'S ADDITION TO CHICAGO DESCRIBED AS FOLLOWS: THAT PART LYING (Continued)

SCHEDULE A - 1

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## **UNOFFICIAL COPY**

### SCHEDULE A - 1 LEGAL DESCRIPTION CONTINUED

ABOVE A COLIZONTAL PLANE HAVING AN ELEVATION OF +13.84 CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.69 CHICAGO CITY DATUM BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 11, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 11 (THE WEST LINE OF LOT 11 BEING THE EAST LINE OF N. WABASH AVENUE) FOR A DISTANCE OF 182.25 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 1.42 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 03 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 24.95 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 0.30 FEET; THENCI; NORTH 00 DEGREES 03 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 9.77 FELT THENCE NORTH 89 DEGREES 59 MINUTES 17 SECONDS EAST FOR A DISTANCE OF 37.69 FEET THENCE SOUTH 45 DEGREES 01 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 1.95 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 6.00 FEET; THENCE SOUTH 34 DEGREES 03 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 1.25 FEET; THENCE NORTH 67 DEGREES 38 MINUTES 19 SECONDS EAST FOR A PISTANCE OF 0.65 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 5.70 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 6.37 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 5.40 FEET; THENCE SOUTH 58 DEGREES 57 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 0.75 FEET; THENCE NORTH 36 DEGREES 40 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 1.10 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 6.15 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 1.35 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 1.35 FFET; THENCE NORTH 89 DEGREES 57 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 2.80 FELT, THENCE SOUTH 00 DEGREEES 02 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 1.35 FEET, THENCE NORTH 89 DEGREES 57 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 1.70 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 0.92 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 17 SECONDS EAST FOR A DISTANCE OF 94.69 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 2.88 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 6.80 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 2.88 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 17 SECONDS EAST FOR A DISTANCE OF 18.88 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 27 SECONDS EAST FOR DISTANCE OF 14.65 FEET; THENCE NORTH 89

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## **UNOFFICIAL COPY**

### SCHEDULE A - 1 LEGAL DESCRIPTION CONTINUED

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DEGREES 59 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 7.40 FEET; THENCE SOUTH 00
DEGREES OF MINUTES 29 SECONDS EAST FOR A DISTANCE OF 35.07 FEET; THENCE NORTH 90
DEGREES 00 M'NUTES 00 SECONDS WEST FOR A DISTANCE OF 1.20 FEET; THENCE SOUTH 00
DEGREES 01 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 2.95 FFET; THENCE NORTH 90
DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 1.20 FEET; THENCE SOUTH 00
DEGREES 00 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 7.40 FEET; THENCE SOUTH 32
DEGREES 56 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 1.75 FEET; THENCE NORTH 57
DEGREES 04 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 1.20 FEET; THENCE SOUTH 32
DEGREES 56 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 3.25 FEET; THENCE SOUTH 57
DEGREES 04 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 1.20 FEET; THENCE SOUTH 32
DEGREES 56 MINUTES 12 SECOND; WEST FOR A DISTANCE OF 15.98 FEET; THENCE NORTH 42
DEGREES 12 MINUTES 22 SECONDS VEST FOR A DISTANCE OF 0.89 FEET; THENCE SOUTH 47
DEGREES 49 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 2.85 FEET; THENCE NORTH 42
DEGREES 10 MINUTES 34 SECONDS WEST OR A DISTANCE OF 5.24 FEET; THENCE SOUTH 89
DEGREES 56 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 7.78 FEET; THENCE NORTH 00
DEGREES 03 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 27.02 FEET; THENCE NORTH 90
DEGREES 00 MINUTES 00 SECONDS WEST FOR DISTANCE OF 1.00 FEET; THENCE SOUTH 00
DEGREES 03 MINUTES 30 SECONDS EAST FOR DISTANCE OF 1.92 FEET; THENCE SOUTH 18
DEGREES 02 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 5.70 FEET; THENCE SOUTH 42
DEGREES 52 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 8.69 FEET; THENCE SOUTH 62
DEGREES 51 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 7.35 FEET; THENCE NORTH 90
DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 22 37 FEET; THENCE NORTH 62
DEGREES 51 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 3.71 FEET; THENCE NORTH 00
DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 10.75 FEET; THENCE NORTH 90
DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 0.50 FFET; THENCE NORTH 00
DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 0.75 FEET; THENCE NORTH 90
DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 0.50 FEET; THENCE NORTH 00
DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 12.75 FEET; THENCE NORTH 90
DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 0.25 FEET; THENCE NORTH 00
DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 2.00 FEET; THENCE NORTH 90
DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 0.25 FEET; THENCE NORTH 00
DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 2.20 FEET; THENCE NORTH 48
DEGREES 36 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 0.69 FEET; THENCE NORTH 41
DEGREES 26 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 0.20 FEET; THENCE NORTH 48
DEGREES 36 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 0.74 FEET; THENCE SOUTH 41
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# **UNOFFICIAL COPY**

### SCHEDULE A - 1 LEGAL DESCRIPTION CONTINUED

DEGREES 23 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 1.60 FEET; THENCE SOUTH 90 DEGREES OF MINUTES 00 SECONDS WEST FOR A DISTANCE OF 32.25 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 0.10 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 4.75 FEET; THENCE NORTH 90 DEGREES 04 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 0.40 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 76.40 FEET TO THE POINT OF BEGINNING ALL IN THE NORTHWEST QUARTER (1/4) OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE TITAL PRINCIPAL, MERDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 13, 1981, AS DOCUMENT 25869229 AND FILED AS DOCUMENT LR 3214963 IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASTMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER ON AND THROUGH THAT PART OF LOT 13 IN HURON PLAZA AS SET FORTH THERIN AS CREATED BY HURON PLAZA OPERATING AND EASEMENT AGREEMENT RECORDED MAY 28, 1981, AS DOCUMENT 25885058 AND FILED MAY 29, 1981, AS DOCUMENT LR 3217118.

PARCEL 3: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER, ON AND THROUGH THOSE PARTS OF LOTS 1 TO 10 1M PURON PLAZA AS SET FORTH THEREIN, AS CREATED BY HURON PLAZA OPERATING AND EASEMENT AGREEMENT RECORDED MAY 28, 1981, AS DOCUMENT 25885058 AND FILED MAY 29, 1981, AS POCUMENT LR3217118.

PARCEL 4: EASEMENTS AS DESCRIBED BELOW AT SUBPARAGRIPHS (A) (B) (C) AND (D) FOR THE BENEFIT OF PARCEL 1 IN, OVER ACROSS AND THROUGH FLOSE PARTS OF LOTS 1 TO 10 IN HURON PLAZA AS SET FORTH THEREIN, AS CREATED BY HURON PLAZA OPERATING AND EASEMENT AGREEMENT RECORDED MAY 28, 1981, AS DOCUMENT 25885058 AND FILED MAY 29, 1981, AS DOCUMENT LR3217118.

(A) A NON-EXCLUSIVE EASEMENT FOR STRUCTURAL SUPPORT, (B) AN EXCLUSIVE EASEMENT FOR, THE USE OF ALL "FACILITIES", AS DEFINED THEREIN; (C) A NON-EXCLUSIVE EASEMENT FOR ENCROACHMENTS RESULTING FROM THE CONSTRUCTION OR THE SUBSEQUENT SETTLEMENT OR SHIFTING OF THE "TOWER BUILDING", AS DEFINED THERIN; AND (D) A NON-EXCLUSIVE EASEMENT TO USE AND TO INSTALL, REPAIR, MAINTAIN, REMOVE AND REPLACE FROM TIME TO TIME, "FACILITIES", AS DEFINED THEREIN, LOCATED IN OVER, UPON OR THROUGH CHASES, CONDUITS, RISERS AND SHAFTS.

PARCEL 5: EASEMENT FOR LIGHT AND AIR FOR THE BENEFIT OF PARCEL 1 OVER AND

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### SCHEDULE A - 1 LEGAL DESCRIPTION CONTINUED

THROUGH TWAT PART OF LOT 13 IN HURON PLAZA LYING ABOVE A HORIZONTAL PLANE 99.75 FEET ABOVE CHICAGO CITY DATUM, AS CREATED BY THE HURON PLAZA OPERATING AND EASEMENT ACPLEMENT RECORDED MAY 28, 1981, AS DOCUMENT 25885058 AND FILED MAY 29, 1981, AS DOCUMENT LR3217118.

PARCEL 6: EASEMENT FOR LIGHT AND AIR, FOR THE BENEFIT OF PARCEL 1 OVER AND ABOVE THAT PART OF LOT 14 IN HURON PLAZA LYING ABOVE A HORIZONTAL PLANE 99.75 FEET ABOVE CHICAGO CITY DATUM. AS CREATED BY THE HURON PLAZA OPERATING AND EASEMENT AGREEMENT RECORDED MAY 28, 1981, AS DOCUMENT 25885058 AND FILED MAY 29, 1981, AS DOCUMENT LR3217118, IN COCK COUNTY, ILLINOIS.

#### TRACT 3: RETAIL PROPERTY SOUTH

PARCEL 1: PART OF LOT 11 IN HURON PLAZA, A RESUBDIVISION IN BLOCK 47 IN KINZIE'S ADDITION TO CHICAGO DESCRIBED AS FOLLOWS: THAT PART WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +23 52 CHICAGO CITY DATUM AND LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION +27.69 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 11, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 11 (THE WEST LINE OF LOT 11 ALSO BEING THE EAST LINE OF N. WABASH AVENUE) FOR A DISTURCE OF 7.49 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 2.69 FEET TO THE PLACE OF BEGINNING; THENCE NORHT 00 DEGREES 05 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 15.65 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 3.20 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 48 SACONDS EAST FOR A DISTANCE OF 52.02 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 20.00 FEET; THENCE SOUTH 00 DEGREES 07 MINTUES 37 SECONDS WEST FOR A DISTANCE OF 0.22 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 58 SECUNDS EAST FOR A DISTANCE OF 5.34 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 6.15 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 3.83 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 3.80 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 9.55 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 15.50 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 6.85 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 37 SECONDS WEST FOR A

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### SCHEDULE A -1 LEGAL DESCRIPTION CONTINUED

DISTANCE OF 6.85 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 6.85 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 1.10 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 2.30 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 0.70 FELT; THENCE SOUTH 89 DEGREES 55 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 10.65 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 0.25 FEET, THENCE NORTH 89 DEGREES 53 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 15.65 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 13.88 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 0.50 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 8.30 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 8.30 FEET TO THE FLACE OF BEGINNING ALL IN THE NORTHWEST QUARTER (1/4) OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST FO THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEROF RECORDED MAY 13, 1981, AS DOCUMENT 25869229 AND FILED AS DOCUMENT LR3214/63 IN COOK COUNTY, ILLINOIS.

PARCEL 2: PART OF LOT 11 HURON PLAZA, A RLSJBDIVISION IN BLOCK 47 IN KINZIE'S ADDITION TO CHICAGO DESCRIBED AS FOLLOWS: TAI PART LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION +14.58 CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION +27.69 CHICAGO CITY DATUM BOUNDED AND DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF SAIR LOT 11, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 11, (THE WEST LINE OF LOT 11 BEING THE EAST LINE OF N. WABASH AVENUE) FOR A DISTANCE OF 7.49 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 2.69 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 15.65 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 3.20 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 52.02 FEET; THENCE SOUTH 89 DEGREES 55 MINTUES 03 SECONDS EAST FOR A DISTANCE OF 20.00 FEET; THENCE SOUTH 00 DEGRES 07 MINUTES 37 SECONDS WEST FOR ADISTANCE OF 0.22 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 58 SECONDS EAST FOR DISTANCE OF 5.34 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 6.15 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 3.83 FEET; TO THE PLACE OF BEGINNING; THENCE SOUTH 89 DEGREES 54 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 4.87 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 0.75 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 52

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## SCHEDULE A - 1 LEGAL DESCRIPTION CONTINUED

SECONDS WEST FOR A DISTANCE OF 7.20 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 06 SECONDS WEST FOR AIDSTANCE OF 17.20 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 4.50 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 4.50 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 4.25 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 13.45 FEET TO THE POINT OF BEGINNING; ALL IN THE NORTHWEST QUARTER (1/4) OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEROF RECORDED MAY 13, 1981, AS DOCUMENT 25869229 AND FILED AS DOCUMENT LR3214963 IN COOK COUNTY, ILLINOIS.

PARCEL 3: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER ON AND THROUGH THAT PART OF LOT 1: IN HURON PLAZA AS SET FORTH THEREIN AS CREATED BY HURON PLAZA OPERATING AND EASE ENT AGREEMENT RECORDED MAY 28, 1981, AS DOCUMENT 25885058 AND FILED MAY 29, 1981, AS DOCUMENT LR3217118.

PARCEL 4: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER, ON AND THROUGH THOSE PARTS OF LOTS 1 TO 10 1M FURON PLAZA AS SET FORTH THEREIN, AS CREATED BY HURON PLAZA OPERATING AND EASEMENT AGREEMENT RECORDED MAY 28, 1981, AS DOCUMENT 25885058 AND FILED MAY 29, 1981, AS DOCUMENT LR3217118.

PARCEL 5: EASEMENT AS DESCRIBED BELOW AT SUBPARAGRATES (A) (B) (C) AND (D) FOR THE BENEFIT OF PARCEL 1 IN, OVER ACROSS AND THROUGH THOSE PARTS OF LOTS 1 TO 10 IN HURON PLAZA AS SET FORTH THEREIN, AS CREATED BY HURON PLAZA OPERATING AND EASEMENT AGREEMENT RECORDED MAY 28, 1981, AS DOCUMENT 25885058 AND FILED MAY 29, 1981, AS DOCUMENT LR3217118.

(A) A NON-EXCLUSIVE EASEMENT FOR STRUCTURAL SUPPORT, (B) AN EXCLUSIVE EASEMENT FOR, THE USE OF ALL "FACILITIES", AS DEFINED THEREIN; (C) A NON-EXCLUSIVE EASEMENT FOR ENCROACHMENTS RESULTING FROM THE CONSTRUCTION OR THE SUDSEQUENT SETTLEMENT OR SHIFTING OF THE "TOWER BUILDING", AS DEFINED THEREIN; AND (D) A NON-EXCLUSIVE EASEMENT TO USE AND TO INSTALL, REPAIR, MAINTAIN, REMOVE AND REPLACE FROM TIME TO TIME, "FACILITIES", AS DEFINED THEREIN, LOCATED IN OVER, UPON OR THROUGH CHASES, CONDUITS, RISERS AND SHAFTS.

PARCEL 6: EASEMENT FOR LIGHT AND AIR FOR THE BENEFIT OF PARCEL 1 OVER AND

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# **UNOFFICIAL COPY**

### SCHEDULE A \_ 1 LEGAL DESCRIPTION CONTINUED

THROUGH 111T PART OF LOT 13 IN HURON PLAZA LYING ABOVE A HORIZONTAL PLANE 99.75 FEET ABOVE CHICAGO CITY DATUM, AS CREATED BY THE HURON PLAZA OPERATING AND EASEMENT AGREFMENT RECORDED MAY 28, 1981, AS DOCUMENT 25885058 AND FILED MAY 29, 1981, AS DOUCUMPNT LR3217118.

PARCEL 7: EASEMENT FOR LIGHT AND AIR, FOR THE BENEFIT OF PARCEL 1 OVER AND ABOVE THAT PART OF LOT 14 IN HURON PLAZA LYING ABOVE A HORIZONTAL PLANE 99.75 FEET ABOVE CHICAGO CITY DATUM, AS CREATED BY THE HURON PLAZA OPERATING AND EASEMENT AGREEMENT RECORDED MAY 8, 1981, AS DOCUMENT 25885058 AND FILED MAY 29, 1981, AS DOCUMENT LR3217118, COOK COUNTY, ILLINOIS. (end)

permanent index numbers:

30 E. Huron Chicago, Ill. 17-16-104-029 04-04-00/750 17-19-104-030

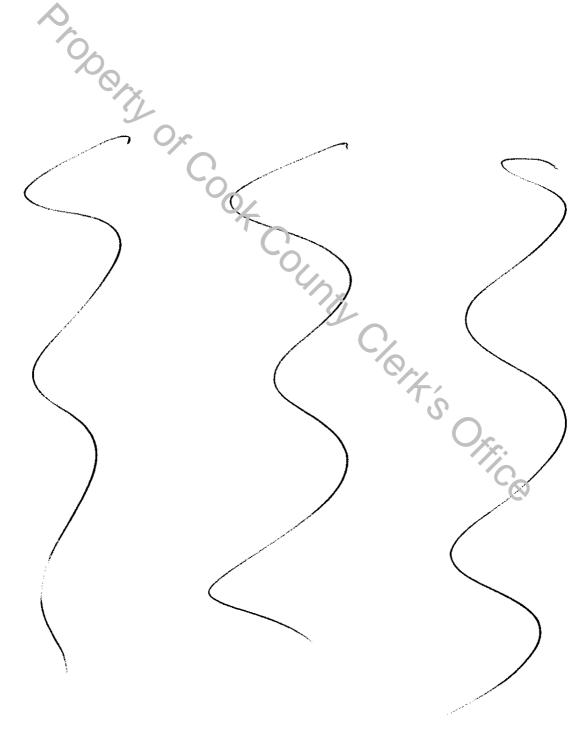
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SCHEDULE A-2 Legal Description

[TO BE INSERTED]

COMMON ADDRESS: 655 W. Irving Park Road, Chicago, Illinois



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# **UNOFFICIAL COPY**

Schedule A-2 PINs, 655 W. Irving Park Road, Chicago, Illinois

```
Permanent Tax / Assessor Parcel Number(s):
                                      14-21-101-044-1566
                                                             (unit B-85)
14-21-101-044-1053
                     (unit 602)
                                                             (unit B-88)
                                      14-21-101-044-1569
14-21-101-044-1308
                      (unit 2102)
                                                             (unit B-89)
14-21-101-044-1356
                      (unit 2316)
                                      14-21-101-044-1570
                    (unit 2401)
                                      14-21-101-044-1571
                                                             (unit B-90)
14-21-101-044-1358
                                                             (unit B-91)
                                      14-21-101-044-1572
14-21-101-044-1397
                      (unit 2606)
                                                            (unit B-92)
14-21-101-044-1399
                      (unit 2608)
                                      14-21-101-044-1573
                                                             (unit B-93)
                                      14-21-101-044-1574
14-21-101-044-1426
                      (unit 2801)
                                      14-21-101-044-1575
                                                             (unit B-94)
                      (unit A-4)
14-21-101-044-1430
                                                             (unit B-96)
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14 21-101-044-1431
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                                      14-21-101-044-1578
                                                             (unit B-97)
14-21-101-044-1432
                      (unit A-6)
                                                             (unit B-98)
                                      14-21-101-044-1579
14-21-101-044-1433
                      (unit A-7)
                                      14-21-101-044-1580
                                                             (unit B-99)
14-21-101-044-1434
                      (unit A-8)
                                                            (unit B-100)
                                      14-21-101-044-1581
14-21-101-044-1442
                     (unit A-16)
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14-21-101-044-1444
                                       14-21-101-044-1582
                     (unit A-18)
                                                            (unit B-102)
14-21-101-044-1445
                      (unit A-19)
                                       14-21-101-044-1583
                                                            (unit B-103)
                                       14-21-101-044-1584
14-21-101-044-14-3
                      (unit A-27)
                                                            (unit B-104)
                                       14-21-101-044-1585
                      (unit A-28)
14-21-101-044-1454
                                                            (unit B-105)
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                      (unit A-29)
14-21-101-044-1455
                                                            (unit B-106)
                      (unit A-30)
                                       14-21-101-044-1587
14-21-101-044-1456
                       (u'11: A-31
                                                           (unit B-107)
                                       14-21-101-044-1588
14-21-101-044-1457
                                                            (unit B-129)
                      (unic 1-32)
                                       14-21-101-044-1610
14-21-101-044-1458
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                                                            (unit B-134)
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14-21-101-044-1462
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                      (unit A-40)
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14-21-101-044-1467
                      (unit A-41)
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                      (unit A-42)
14-21-101-044-1468
                                                            (unit B-217)
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14-21-101-044-1469
                                       14-21 101-044-1699
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                      (unit A-44)
14-21-101-044-1470
                                                750 Price
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## **UNOFFICIAL COPY**

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(unit B-221)
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14-21-101-044-1471
                       (unit A-45)
                                                              (unit B-225)
                                        14-21-101-044-1706
                       (unit A-46)
14-21-101-044-1472
                                                              (unit B-226)
14-21-101-044-1473
                       (unit A-47)
                                        14-21-101-044-1707
                                        14-21-101-044-1708
                                                              (unit B-227)
                       (unit A-48)
14-21-101-044-1474
                                                              (unit B-228)
                                        14-21-101-044-1709
14-21-101-044-1475
                       (unit A-49)
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14-21-101-044-1476
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                       (unit A-51)
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                                                              (unit B-239)
                                        14-21-101-044-1720
                       (unit A-52)
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                                                              (unit B-243)
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14-21-101-044-1479
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                        (unit A-55)
14 2) -101 - 044 - 1481
                                                                 (unit C-62)
                        (unit B-1)
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