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Doc#: 0610031051 Fee: \$110.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/10/2006 11:48 AM Pg: 1 of 44

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DIAMONDROCK CHICAGO OWNER, LLC, as co-mortgagor

and

DIAMONDROCK CHICAGO TENANT, LLC, as co-mortgagor  
(collectively, Borrower)

to

WACHOVIA BANK, NATIONAL ASSOCIATION, as mortgagee  
(Lender)

**AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING**

**COLLATERAL IS OR INCLUDES FIXTURES**

Dated: As of April 7, 2006

Location: Chicago Marriott  
Downtown Magnificent Mile  
540 N. Michigan Avenue  
Chicago, Illinois  
County: Cook

PREPARED BY AND UPON  
RECORDATION RETURN TO:

Cadwalader, Wickersham & Taft LLP  
227 West Trade Street, Suite 2400  
Charlotte, North Carolina 28202  
Attention: Richard Madden, Esq.

Lawyers Unit # 11344 Case # 10841153A

Property of Cook County Clerk's Office

44

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THIS AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Security Instrument") is made as of this 7<sup>th</sup> day of April, 2006, by DIAMONDROCK CHICAGO OWNER, LLC, a Delaware limited liability company, having its principal place of business at c/o DiamondRock Hospitality Company, 6903 Rockledge Drive, Suite 800, Bethesda, Maryland 20817, as co-grantor ("Owner") and DIAMONDROCK CHICAGO TENANT, LLC, a Delaware limited liability company, having its principal place of business at c/o DiamondRock Hospitality Company, 6903 Rockledge Drive, Suite 800, Bethesda, Maryland 20817, as co-grantor ("Operating Lessee"; together with the Owner, individually or collectively as the case may be, the "Borrower") to WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, having an address at c/o Wachovia Securities, Structured Products Servicing, 8739 Research Drive-1004, Charlotte, NC 28288-1075 (28262-1075 for overnight deliveries), as mortgagee ("Lender"). All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement (defined below).

## RECITALS:

WHEREAS, Chicago 540 Hotel, L.L.C, a Delaware limited liability company ("Original Mortgage Borrower"), entered into that certain Mortgage, Security Agreement, Assignment of Rents and Fixture Filing dated February 22, 2006, recorded as Document 0605945123 in the real estate records of Cook County, Illinois (the "Original Mortgage");

WHEREAS, the Original Mortgage secures the principal indebtedness of Original Mortgage Borrower to Wachovia Bank, National Association, a national banking association ("Original Mortgage Lender"), evidenced by that certain Promissory Note dated February 22, 2006, in the original principal amount of \$190,000,000.00 given by Original Mortgage Borrower to Original Mortgage Lender (the "Original Mortgage Note");

WHEREAS, the Original Mortgage has been amended and assumed by Borrower, pursuant to that certain Loan Assumption and Substitution Agreement dated as of March 24, 2006 (the "Mortgage Assumption"), by and between Borrower, Original Mortgage Borrower, DiamondRock Hospitality Limited Partnership, a Delaware limited partnership, having an address at 6903 Rockledge Drive, Suite 800, Bethesda, Maryland 20817 and Bloodstone TRS, Inc., a Delaware corporation having an address at 6903 Rockledge Drive, Suite 800, Bethesda, Maryland 20817 (individually and collectively, if more than one, "Assuming Indemnitor"), and Carlyle Realty, Partners II, L.P., Carlyle Realty Qualified Partners II, L.P., Carlyle Realty Qualified Partners II (A), L.P. and Carlyle Realty Foreign Investors II, L.P., each a Delaware limited partnership and LaSalle Hotel Operating Partnership, L.P., a Delaware limited partnership (individually and collectively, if more than one, "Original Indemnitor");

WHEREAS, the Original Mortgage Note has been amended and assumed by Borrower pursuant to that certain Allonge dated as of March 24, 2006 (the "Mortgage Allonge");

WHEREAS, the current principal balance outstanding under the Original Mortgage Note, as amended by the Mortgage Allonge, is \$190,000,000.00;

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WHEREAS, Borrower has applied to Lender for an advance in the principal amount of \$30,000,000.00, and Lender has agreed to make such advance to Borrower in consideration for the amendment by Borrower of the Mortgage Note, as amended by the Mortgage Allonge, and the Original Mortgage, as amended by the Mortgage Assumption, as set forth in this Security Instrument;

WHEREAS, Borrower by its Amended and Restated Promissory Note of even date herewith given to Lender, is indebted to Lender in the principal sum of TWO HUNDRED TWENTY MILLION AND 00/100 DOLLARS (\$220,000,000.00) (the "Loan Amount") in lawful money of the United States of America (such Amended and Restated Promissory Note, together with all extensions, renewals, modifications, substitutions and amendments thereof shall collectively be referred to as the "Note"), with interest from the date thereof at the rates set forth in the Note, principal and interest to be payable in accordance with the terms and conditions provided in the Note;

WHEREAS, Owner is the current owner of the Fee Land and Improvements;

WHEREAS, Owner and Operating Lessee have entered into the Operating Lease (defined below) pursuant to which Owner has leased to Operating Lessee its interest in the Fee Land and the Improvements;

WHEREAS, this Security Instrument is given to Lender to secure the Loan which has been made by Lender to Borrower pursuant to a certain Loan Agreement, dated as of the date hereof, between Borrower and Lender, (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, Borrower desires to secure the payment of the Debt (as defined in the Loan Agreement) and the performance of all of Borrower's obligations under the Note and the other Loan Documents; provided, that, in no event is the Guaranty and the Environmental Indemnity secured by this Security Instrument; and

WHEREAS, Borrower and Lender have agreed in the manner hereinafter set forth to modify, amend and restate in their entirety the other terms and provisions of the Original Mortgage, as amended by the Mortgage Assumption.

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

## ARTICLE I

### GRANTS OF SECURITY

Section 1.1 Property Mortgaged. Each Borrower does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer, convey and grant a security interest to Lender and its successors and/or assigns the following property, rights, interests and estates now owned, or hereafter acquired by such Borrower (collectively, the "Property");

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(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (the "Fee Land");

(b) Operating Lease. All of Operating Lessee's estate, right, title and interest in, and under that certain Lease Agreement more particularly described on Exhibit B attached hereto (the "Operating Lease") and the leasehold estate created thereby in the real property leased thereby (the "Operating Leasehold Land"), together with all buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs and replacements now or hereafter erected on the Operating Leasehold Land and together with all appurtenances including, but not limited to (i) extension, renewal, modification and option rights, and all of the estate and right of Operating Lessee of, in, and to the Operating Leasehold Land under and by virtue of the Operating Lease, (ii) all credits to and deposits of Operating Lessee under the Operating Lease and all other options, privileges and rights granted and demised to Operating Lessee under the Operating Lease, (iii) all the right or privilege of Operating Lessee to terminate, cancel, surrender or merge the Operating Lease, and (iv) all rights of Operating Lessee under the Operating Lease in connection with any bankruptcy or insolvency proceeding of the Operating Lessee under the Operating Lease, if any;

(c) Additional Land. All additional lands, estates and development rights hereafter acquired by either Borrower or used in connection with the Fee Land and the Operating Leasehold Land (the Fee Land and the Operating Leasehold Land being hereinafter collectively referred to as the "Land") and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Security Instrument;

(d) Improvements. The buildings, structures, fixtures, additions, enlargements, alleyways and connecting tunnels, sidewalks, utility pipes, conduits and lines, parking areas, roadways, cart paths, bridges, lakes, irrigation systems, course markers, and boat docks, if any, presently situated upon the Land, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land and any golf courses, driving ranges, tennis courts, putting greens and any other income producing Land now or hereafter improved (collectively, the "Improvements");

(e) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of each Borrower of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(f) Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furniture, software used in or to operate any of the foregoing and other

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property of every kind and nature whatsoever owned by each Borrower, or in which each Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by each Borrower, or in which each Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements, including, but not limited to, all furnishings, apparatus, motors, boilers, buildings, materials, appliances, fire prevention and extinguishing apparatus, security and access control apparatus, trash receptacles, bar equipment, lawn mowers and other gardening tools, tractors and other motorized vehicles, golf carts, bath tubs, water heaters, water closets, sinks, dishwashers, disposals, washers, dryers, elevators, fittings, radiators, ranges, refrigerators, awnings, storm windows, storm doors, shades, screens, blinds, curtains and curtain rods, mirrors, cabinets, paneling, rugs, pictures, antennas, trees, plants, carpeting, beds, bedsprings, mattresses, bureaus, chiffoniers, chairs, chests, desks, bookcases, tables, hangings, decorations, divans, couches, glassware, silverware, tableware, linens, towels, bedding, blankets, china, dishware, ornaments, bric-a-brac, kitchen equipment, utensils, bars, bar fixtures, uniforms, safes, cash registers, accounting and duplicating machines, communications equipment, vaults, radios, iceboxes, statuary, lamps, office equipment and other furnishings and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, trash compacting, air-conditioning and sprinkler equipment, telephone systems, televisions and television systems, computer systems, reservation systems and fixtures and appurtenances thereto and all renewals or replacements thereof or articles in substitution thereof (collectively, the "Personal Property"), and the right, title and interest of each Borrower in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the State of Illinois (the "Uniform Commercial Code"), and all proceeds and products of the above;

(g) Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of, the Land and the Improvements, including, without limitation, the Operating Lease, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against either Borrower of any petition for relief under any Creditors Rights Laws (collectively, the "Leases") and all right, title and interest of each Borrower, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, room rents and room revenues, if any, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of either Borrower or its agents or employees from any and all sources arising from or attributable to the Property,

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including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by either Borrower or Manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against either Borrower of any petition for relief under any Creditors Rights Laws (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(h) Insurance Proceeds. All Insurance Proceeds in respect of the Property under any Policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(i) Condemnation Awards. All Awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of Condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(j) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(k) Rights. The right, in the name and on behalf of each Borrower, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Lender in the Property;

(l) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses (including, without limitation, liquor licenses, if any, to the extent permitted by applicable law), plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of each Borrower therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Borrower thereunder;

(m) Intangibles. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(n) Accounts. All reserves, escrows and deposit accounts maintained by each Borrower with respect to the Property, including, without limitation, the Marriott Held Account, the Reserve Accounts, including, without limitation, the Lockbox Account, the Cash Management Account and all accounts established pursuant to Articles 9 and 10 of the Loan Agreement together with all deposits or wire transfers made to the Lockbox Account and all

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cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

(o) Credit Card Receipts. All accounts and accounts receivable, including all present and future rights to payment from any consumer credit or charge card organization or entity (such as those organizations which sponsor or administer the American Express, Carte Blanche, Discover Card, Diners Club, Visa, Master Card and similar charge and credit cards) arising out of the leasing and operation of, or the business conducted at or in relation to, any of the Property;

(p) Hotel Revenue. All revenue and income received by or on behalf of each Borrower or Manager resulting from the operation of the Property as a hotel, including all sums (i) paid by customers for the use of hotel rooms located within the Property, (ii) derived from food and beverage operations located within the Property (including, without limitation, from the sale of alcoholic beverages), (iii) generated by other hotel operations, including without limitation any parking, convention, sports (including, but not limited to golf facilities), banquet facilities and recreational facilities and (iv) business interruption insurance proceeds;

(q) Hotel Accounts. All deposit, operating or other accounts including the entire balance therein (now or hereafter existing) maintained by or on behalf of each Borrower or Manager (to the extent related to Manager's management and operation of the Property) with any other banking or financial institution, and all money, instruments, securities, documents, chattel paper, credits, demands, and any other property, rights, or interests of Borrower or Manager related to the Property which at any time shall come into the possession, custody or control of any other banking or financial institution;

(r) Hotel Agreements. All agreements now or hereafter entered into by or on behalf of each Borrower with any party with respect to the management, franchising, leasing, brokerage, promotional, marketing or consulting services rendered or to be rendered, with respect to the management, franchising, leasing, promotion, marketing, operation or sale of any portion of the Property, including the Management Agreement and the proceeds thereof (including distributions and other payments thereunder) and any franchise or license agreements;

(s) Hotel Books. All books, records and computer software concerning any of the foregoing;

(t) Conversion. All proceeds of the conversion, voluntary or involuntary, or any of the foregoing items set forth in subsections (a) through (s) including, without limitation, Insurance Proceeds and Awards, into cash or liquidation claims; and

(u) Other Rights. Any and all other rights of either Borrower in and to the items set forth in subsections (a) through (t) above.

Section 1.2 Assignment of Rents. Each Borrower hereby absolutely and unconditionally assigns to Lender all of such Borrower's right, title and interest in and to the Operating Lease and all current and future Leases and Rents; it being intended by each Borrower that this assignment constitutes a present, absolute assignment and not an assignment for

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additional security only. Nevertheless, subject to the terms of the Loan Agreement and Section 8.1(h) of this Security Instrument, Lender grants to each Borrower a revocable license to collect, receive, use and enjoy the Rents in which it has an interest and each Borrower shall hold the Rents, or a portion thereof sufficient to discharge all current sums due on the Debt, for use in the payment of such sums.

**Section 1.3 Security Agreement.** This Security Instrument is both a real property mortgage and a “security agreement” within the meaning of the Uniform Commercial Code. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Owner and Operating Lessee in the Property. By executing and delivering this Security Instrument, each of Owner and Operating Lessee hereby grants to Lender, as security for the Obligations (hereinafter defined), a security interest in the Personal Property to the full extent that the Personal Property may be subject to the Uniform Commercial Code.

**Section 1.4 Fixture Filing.** Certain of the Property is or will become “fixtures” (as that term is defined in the Uniform Commercial Code) on the Land, and this Security Instrument, upon being filed for record in the real estate records of the city or county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said Uniform Commercial Code upon such of the Property that is or may become fixtures.

**Section 1.5 Conditions to Grant.** TO HAVE AND TO HOLD the above granted and described Property unto Lender and to the use and benefit of Lender and its successors and assigns, forever; PROVIDED, HOWEVER, these presents are upon the express condition that, if Owner and Operating Lessee shall well and truly pay to Lender the Debt at the time and in the manner provided in the Note, the Loan Agreement and this Security Instrument, shall well and truly perform the Other Obligations as set forth in this Security Instrument and shall well and truly abide by and comply with each and every covenant and condition set forth herein and in the Note, the Loan Agreement and the other Loan Documents, these presents and the estate hereby granted shall cease, terminate and be void; provided, however, that each Borrower’s obligation to indemnify and hold harmless Lender pursuant to the provisions hereof shall survive any such payment or release.

## ARTICLE II

### DEBT AND OBLIGATIONS SECURED

**Section 2.1 Debt.** This Security Instrument and the grants, assignments and transfers made in Article 1 are given for the purpose of securing the Debt.

**Section 2.2 Other Obligations.** This Security Instrument and the grants, assignments and transfers made in Article 1 are also given for the purpose of securing the performance of the following (the “Other Obligations”): (a) all other obligations of Borrower contained herein; (b) each obligation of Borrower contained in the Loan Agreement and any other Loan Document; and (c) each obligation of Borrower contained in any renewal, extension,

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amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of the Note, the Loan Agreement or any other Loan Document.

Section 2.3 Debt and Other Obligations. Borrower's obligations for the payment of the Debt and the performance of the Other Obligations shall be referred to collectively herein as the "Obligations."

Section 2.4 Payment of Debt. Borrower will pay the Debt at the time and in the manner provided in the Loan Agreement, the Note and this Security Instrument.

Section 2.5 Incorporation by Reference. All the covenants, conditions and agreements contained in (a) the Loan Agreement, (b) the Note and (c) all and any of the other Loan Documents, are hereby made a part of this Security Instrument to the same extent and with the same force as if fully set forth herein.

## ARTICLE III

### PROPERTY COVENANTS

Borrower covenants and agrees that:

Section 3.1 Insurance. Borrower shall obtain and maintain, or cause to be maintained, in full force and effect at all times insurance with respect to Borrower and the Property as required pursuant to the Loan Agreement.

Section 3.2 Taxes. Borrower shall pay all Taxes and Other Charges assessed or imposed against the Property or any part thereof in accordance with the Loan Agreement.

Section 3.3 Leases. Borrower shall not enter into any Leases for all or any portion of the Property unless in accordance with the provisions of the Loan Agreement.

Section 3.4 Warranty of Title. Owner has good, indefeasible, marketable and insurable fee simple title to the Fee Land and good indefeasible and marketable title to the balance of the Property, and Operating Lessee has good, indefeasible, marketable and insurable title to the Operating Leasehold Estate, in both cases free and clear of all Liens whatsoever except the Permitted Encumbrances, such other Liens as are permitted pursuant to the Loan Documents and the Liens created by the Loan Documents. This Security Instrument, when properly recorded in the appropriate records, together with any Uniform Commercial Code financing statements required to be filed in connection therewith, will create (a) a valid, perfected first priority lien on the Property, subject only to Permitted Encumbrances and the Liens created by the Loan Documents and (b) perfected security interests in and to, and perfected collateral assignments of, all personalty (including the Leases), all in accordance with the terms thereof, in each case subject only to any applicable Permitted Encumbrances, such other Liens as are permitted pursuant to the Loan Documents and the Liens created by the Loan Documents. Borrower shall forever warrant, defend and preserve the title and the validity and priority of the Lien of this Security Instrument and shall forever warrant and defend the same to Lender against the claims of all Persons whomsoever.

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Section 3.5 Payment for Labor and Materials. Subject to the terms of the Loan Agreement, Borrower will promptly pay when due all bills and costs for labor, materials, and specifically fabricated materials incurred in connection with the Property and never permit to exist beyond the due date thereof in respect of the Property or any part thereof any Lien or security interest, even though inferior to the Liens and the security interests hereof, and in any event never permit to be created or exist in respect of the Property or any part thereof any other or additional Lien or security interest other than the Liens or security interests hereof except for the Permitted Encumbrances. Borrower represents there are no claims for payment for work, labor or materials affecting the Property which are or may become a lien prior to, or of equal priority with, the Liens created by the Loan Documents.

## ARTICLE IV

### FURTHER ASSURANCES

Section 4.1 Compliance with Loan Agreement. Borrower shall comply with the covenants set forth in Article 17 of the Loan Agreement in order to protect and perfect the Lien or security interest hereof upon, and in the interest of Lender in, the Property.

Section 4.2 Authorization to File Financing Statements; Power of Attorney. Owner and Operating Lessee hereby authorizes Lender at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements as authorized by applicable law, as applicable to all or part of the Personal Property. For purposes of such filings, Owner and Operating Lessee agrees to furnish any information requested by Lender promptly upon request by Lender. Borrower also ratifies its authorization for Lender to have filed any like initial financing statements, amendments thereto or continuation statements, if filed prior to the date of this Security Instrument. Owner and Operating Lessee each hereby irrevocably constitute and appoint Lender and any officer or agent of Lender, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Owner and Operating Lessee or in Owner's and Operating Lessee's own name to execute in Owner's and Operating Lessee's name any such documents and otherwise to carry out the purposes of this Section 4.2, to the extent that Owner's and Operating Lessee's authorization above is not sufficient. To the extent permitted by law, Owner and Operating Lessee hereby ratify all acts said attorneys-in-fact have lawfully done in the past or shall lawfully do or cause to be done in the future by virtue of this Section 4.2. This power of attorney is a power coupled with an interest and shall be irrevocable.

Section 4.3 Reconveyance. When the Obligations have been paid and performed in full, Lender shall surrender this Security Instrument and all notes and instruments evidencing the Debt. When Lender receives all fees and other sums owing to it by Borrower, Lender shall reconvey the Property, or so much of it as is then held under this Security Instrument, without warranty to the person or persons legally entitled to it. That person or those persons shall pay any costs of recordation. In the reconveyance, the grantee may be described as "the person or persons legally entitled thereto," and the recitals of any matters or facts shall be conclusive proof of their truthfulness. Lender shall not have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance.

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## ARTICLE V

### DUE ON SALE/ENCUMBRANCE

Section 5.1 No Sale/Encumbrance. Neither Owner nor Operating Lessee shall cause or permit a sale, conveyance, mortgage, grant, bargain, encumbrance, pledge, assignment, grant of any options with respect to, or any other transfer or disposition (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) of a legal or beneficial interest in the Property or any part thereof, in Owner, Operating Lessee, Borrower Principal or any Restricted Party, other than in strict accordance with the provisions of Article 7 of the Loan Agreement, without the prior written consent of Lender.

## ARTICLE VI

### PREPAYMENT; RELEASE OF PROPERTY

Section 6.1 Prepayment. The Debt may not be prepaid in whole or in part except in strict accordance with the express terms and conditions of the Note and the Loan Agreement.

Section 6.2 Prepayment on Casualty/Condemnation and Change in Tax and Debit Credit Laws. Provided no Event of Default exists under any of the Loan Documents, in the event of any prepayment of the Debt pursuant to the terms of Article 8 or Section 17.4 of the Loan Agreement, no prepayment premium shall be due in connection therewith, but Borrower shall be responsible for all other amounts due under any of the Loan Documents.

Section 6.3 Involuntary Prepayment. Subject to 6.2 above, if there is an involuntary prepayment during the Lockout Period (as defined in the Note), then Borrower shall, in addition to any portion of the Loan prepaid (together with all interest accrued and unpaid thereon), pay to Lender a prepayment premium in an amount calculated in accordance with Section 5(c) of the Note.

Section 6.4 Release of Property. Neither Borrower shall not be entitled to a release of any portion of the Property from the lien of this Security Instrument except in accordance with terms and conditions of the Loan Agreement.

## ARTICLE VII

### DEFAULT

Section 7.1 Event of Default. The term "Event of Default" as used in this Security Instrument shall have the meaning assigned to such term in the Loan Agreement.

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## ARTICLE VIII

### RIGHTS AND REMEDIES UPON DEFAULT

Section 8.1 Remedies. Upon the occurrence and during the continuance of any Event of Default, Borrower agrees that, Lender may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Borrower and in and to the Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Lender may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Lender:

- (a) declare the entire unpaid Debt to be immediately due and payable;
- (b) institute proceedings, judicial or otherwise, for the complete foreclosure of this Security Instrument under any applicable provision of law, in which case the Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;
- (c) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Security Instrument for the portion of the Debt then due and payable, subject to the continuing lien and security interest of this Security Instrument for the balance of the Debt not then due, unimpaired and without loss of priority;
- (d) sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of Borrower therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law;
- (e) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Note, the Loan Agreement or in the other Loan Documents;
- (f) subject to Article 15 of the Loan Agreement, recover judgment on the Note either before, during or after any proceedings for the enforcement of this Security Instrument or the other Loan Documents;
- (g) apply for the appointment of a receiver, trustee, liquidator or conservator of the Property, without notice and without regard for the adequacy of the security for the Debt and without regard for the solvency of Borrower, Borrower Principal or any other Person liable for the payment of the Debt;
- (h) the license granted to Borrower under Section 1.2 hereof shall automatically be revoked and Lender may enter into or upon the Property, either personally or by its agents, nominees or attorneys and dispossess Borrower and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating

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thereto and Borrower agrees to surrender possession of the Property and of such books, records and accounts to Lender upon demand, and thereupon Lender may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat; (ii) complete any construction on the Property in such manner and form as Lender deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Property; (iv) exercise all rights and powers of Borrower with respect to the Property, whether in the name of Borrower or otherwise, including, without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Property and every part thereof; (v) require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be occupied by Borrower; (vi) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise; and (vii) apply the receipts from the Property to the payment of the Debt, in such order, priority and proportions as Lender shall deem appropriate in its sole discretion after deducting therefrom all expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, Other Charges, insurance and other expenses in connection with the Property, as well as just and reasonable compensation for the services of Lender, its counsel, agents and employees;

(i) exercise any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing: (i) the right to take possession of the Personal Property or any part thereof, and to take such other measures as Lender may deem necessary for the care, protection and preservation of the Personal Property, and (ii) request Borrower at its expense to assemble the Personal Property and make it available to Lender at a convenient place acceptable to Lender. Any notice of sale, disposition or other intended action by Lender with respect to the Personal Property sent to Borrower in accordance with the provisions hereof at least five (5) days prior to such action shall constitute commercially reasonable notice to Borrower;

(j) apply any sums then deposited or held in escrow or otherwise by or on behalf of Lender in accordance with the terms of the Loan Agreement, this Security Instrument or any other Loan Document to the payment of the following items in any order in its uncontrolled discretion: (i) (intentionally omitted); (ii) Taxes and Other Charges; (iii) Insurance Premiums; (iv) interest on the unpaid principal balance of the Note; (v) amortization of the unpaid principal balance of the Note; (vi) all other sums payable pursuant to the Note, the Loan Agreement, this Security Instrument and the other Loan Documents, including, without limitation, advances made by Lender pursuant to the terms of this Security Instrument;

(k) surrender the Policies maintained pursuant to the Loan Agreement, collect the unearned insurance premiums for the Policies and apply such sums as a credit on the Debt in such priority and proportion as Lender in its discretion shall deem proper, and in connection therewith, Borrower hereby appoints Lender as agent and attorney-in-fact (which is coupled with an interest and is therefore irrevocable) for Borrower to collect such insurance premiums;

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(l) apply the undisbursed balance of any Net Proceeds Deficiency deposit, together with interest thereon, to the payment of the Debt in such order, priority and proportions as Lender shall deem to be appropriate in its discretion; or

(m) pursue such other remedies as Lender may have under applicable law.

In the event of a sale, by foreclosure, power of sale or otherwise, of less than all of Property, this Security Instrument shall continue as a lien and security interest on the remaining portion of the Property unimpaired and without loss of priority. Notwithstanding the provisions of this Section to the contrary, if any Event of Default as described in Section 11.1(f) of the Loan Agreement shall occur, the entire unpaid Debt shall be automatically due and payable, without any further notice, demand or other action by Lender.

**Section 8.2 Application of Proceeds.** The purchase money, proceeds and avails of any disposition of the Property, and or any part thereof, or any other sums collected by Lender pursuant to the Note, this Security Instrument or the other Loan Documents, may be applied by Lender to the payment of the Debt in such priority and proportions as Lender in its discretion shall deem proper.

**Section 8.3 Right to Cure Defaults.** Upon the occurrence and during the continuance of any Event of Default, Lender may, but without any obligation to do so and without notice to or demand on Borrower and without releasing Borrower from any obligation hereunder, make any payment or do any act required of Borrower hereunder in such manner and to such extent as Lender may deem necessary to protect the security hereof. Lender is authorized to enter upon the Property for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Property or to foreclose this Security Instrument or collect the Debt, and the cost and expense thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this Section 8.3, shall constitute a portion of the Debt and shall be due and payable to Lender upon demand. All such costs and expenses incurred by Lender in remedying such Event of Default or such failed payment or act or in appearing in, defending, or bringing any such action or proceeding shall bear interest at the Default Rate, for the period after notice from Lender that such cost or expense was incurred to the date of payment to Lender. All such costs and expenses incurred by Lender together with interest thereon calculated at the Default Rate shall be deemed to constitute a portion of the Debt and be secured by this Security Instrument and the other Loan Documents and shall be immediately due and payable upon demand by Lender therefor.

**Section 8.4 Actions and Proceedings.** During the continuance of an Event of Default, Lender has the right to appear in and defend any action or proceeding brought with respect to the Property and to bring any action or proceeding, in the name and on behalf of Borrower, which Lender, in its discretion, decides should be brought to protect its interest in the Property.

**Section 8.5 Recovery of Sums Required to be Paid.** Subject to Article 15 of the Loan Agreement, Lender shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Debt as the same become due, without regard to whether or not the balance of the Debt shall be due, and without prejudice to the right of Lender

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thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Borrower existing at the time such earlier action was commenced.

Section 8.6 Other Rights, Etc. (a) The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Security Instrument. Neither Borrower shall be relieved of such Borrower's obligations hereunder by reason of (i) the failure of Lender to comply with any request of either Borrower or any guarantor or indemnitor with respect to the Loan to take any action to foreclose this Security Instrument or otherwise enforce any of the provisions hereof or of the Note or the other Loan Documents (ii) the release, regardless of consideration, of the whole or any part of the Property, or of any person liable for the Debt or any portion thereof, or (iii) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Security Instrument or the other Loan Documents.

(b) It is agreed that the risk of loss or damage to the Property is on Borrower, and Lender shall have no liability whatsoever for decline in the value of the Property, for failure to maintain the Policies, or for failure to determine whether insurance in force is adequate as to the amount of risks insured. Possession by Lender shall not be deemed an election of judicial relief if any such possession is requested or obtained with respect to any Property or collateral not in Lender's possession.

(c) Lender may resort for the payment of the Debt to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to foreclose this Security Instrument. The rights of Lender under this Security Instrument shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Lender shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.

Section 8.7 Right to Release any Portion of the Property. Lender may release any portion of the Property for such consideration as Lender may require without, as to the remainder of the Property, in any way impairing or affecting the lien or priority of this Security Instrument, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the obligations hereunder shall have been reduced by the actual monetary consideration, if any, received by Lender for such release, and may accept by assignment, pledge or otherwise any other property in place thereof as Lender may require without being accountable for so doing to any other lienholder. This Security Instrument shall continue as a lien and security interest in the remaining portion of the Property.

Section 8.8 Right of Entry. Subject to the rights of Tenant under Leases, the Manager under the Management Agreement, or hotel guests, Borrower shall permit agents, representatives and employees of Lender accompanied by an employee or representative of Borrower to inspect the Property or any part thereof at reasonable hours upon reasonable advance notice.

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Section 8.9 Bankruptcy. (a) Upon or at any time after the occurrence of an Event of Default, Lender shall have the right to proceed in its own name or in the name of Owner or Operating Lessee, as applicable, in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Owner or Operating Lessee a petition under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code"), and Owner or Operating Lessee, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Owner or Operating Lessee, as applicable, shall give Lender not less than ten (10) days' prior notice of the date on which Owner or Operating Lessee, as the case may be, shall apply to the bankruptcy court for authority to reject the Lease. Lender shall have the right, but not the obligation, to serve upon Owner or Operating Lessee, as applicable, within such ten-day period a notice stating that (i) Lender demands that such Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Owner or Operating Lessee the notice described in the preceding sentence, such Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

Section 8.10 Subrogation. If any or all of the proceeds of the Note have been used to extinguish, extend or renew any indebtedness heretofore existing against the Property, then, to the extent of the funds so used, Lender shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Lender and are merged with the lien and security interest created herein as cumulative security for the repayment of the Debt, the performance and discharge of Borrower's obligations hereunder, under the Loan Agreement, the Note and the other Loan Documents and the performance and discharge of the Other Obligations.

## ARTICLE IX

### ENVIRONMENTAL HAZARDS

Section 9.1 Environmental Covenants. Each Borrower has provided representations and warranties regarding environmental matters set forth in Section 12.1 of the Loan Agreement and shall comply with the covenants regarding environmental matters set forth in Section 12.2 of the Loan Agreement.

Section 9.2 Lender's Rights. Subject to the terms of the Loan Agreement, Lender and any other person or entity designated by Lender, including but not limited to any representative of a Governmental Authority, and any environmental consultant, and any receiver appointed by any court of competent jurisdiction, shall have the right, but not the obligation, to

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TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY OWNER, OPERATING LESSEE AND LENDER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH OF LENDER, OPERATING LESSEE AND OWNER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY OWNER, OPERATING LESSEE AND LENDER.

Section 10.6 Waiver of Foreclosure Defense. Each Borrower hereby waives any defense such Borrower might assert or have by reason of Lender's failure to make any tenant or lessee of the Property a party defendant in any foreclosure proceeding or action instituted by Lender.

Section 10.7 Failure to Act. Notwithstanding anything to the contrary contained herein or in any other Loan Document, the failure of Lender to take any action hereunder or under any other Loan Document shall not (i) be deemed to be a waiver of any term or condition of this Security Instrument or any of the other Loan Documents, (ii) adversely effect any rights of Lender hereunder or under any other Loan Document and (iii) relieve either Borrower of any of such Borrower's obligations hereunder or under any other Loan Document.

## ARTICLE XI

### EXCULPATION

Section 11.1 Exculpation. The provisions of Article 15 of the Loan Agreement are hereby incorporated by reference into this Security Instrument to the same extent and with the same force as if fully set forth herein. In the event of a conflict between the terms hereof and those of the Loan Agreement, the terms of the Loan Agreement shall prevail.

## ARTICLE XII

### NOTICES

Section 12.1 Notices. All notices or other written communications hereunder shall be delivered in accordance with the applicable terms and conditions of the Loan Agreement.

## ARTICLE XIII

### APPLICABLE LAW

Section 13.1 Governing Law. This Security Instrument shall be deemed to be a contract entered into pursuant to the laws of the State of New York and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of New York, provided however, that with respect to the creation, perfection, priority and enforcement of the

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enter upon the Property at all reasonable times to assess any and all aspects of the environmental condition of the Property and its use, including but not limited to conducting any environmental assessment or audit (the scope of which shall be determined in Lender's sole discretion) and taking samples of soil, groundwater or other water, air, or building materials, and conducting other invasive testing. Borrower shall cooperate with and provide access to Lender and any such person or entity designated by Lender.

## ARTICLE X

### WAIVERS

Section 10.1 Marshalling and Other Matters. Each Borrower hereby waives, to the extent permitted by law, the benefit of all Legal Requirements now or hereafter in force regarding appraisal, valuation, stay, extension, reinstatement and redemption and all rights of marshalling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Further, each Borrower hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Security Instrument on behalf of each Borrower, and on behalf of each and every person acquiring any interest in or title to the Property subsequent to the date of this Security Instrument and on behalf of all persons to the extent permitted by Legal Requirements.

Section 10.2 Waiver of Notice. Neither Borrower shall be entitled to any notices of any nature whatsoever from Lender except with respect to matters for which this Security Instrument or the Loan Agreement specifically and expressly provides for the giving of notice by Lender to Borrower and except with respect to matters for which Borrower is not permitted by Legal Requirements to waive its right to receive notice, and each Borrower hereby expressly waives the right to receive any notice from Lender with respect to any matter for which this Security Instrument does not specifically and expressly provide for the giving of notice by Lender to either Borrower.

Section 10.3 Waiver of Statute of Limitations. Each Borrower hereby expressly waives and releases to the fullest extent permitted by law, the pleading of any statute of limitations as a defense to payment of the Debt or performance of its Other Obligations.

Section 10.4 Sole Discretion of Lender. Whenever pursuant to this Security Instrument, Lender exercises any right given to it to approve or disapprove, or any arrangement or term is to be satisfactory to Lender, the decision of Lender to approve or disapprove or to decide whether arrangements or terms are satisfactory or not satisfactory shall (except as is otherwise specifically herein provided) be in the sole discretion of Lender and shall be final and conclusive.

Section 10.5 Waiver of Trial by Jury. OWNER, OPERATING LESSEE AND LENDER EACH HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO

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lien of this Security Instrument, and the determination of deficiency judgments, the laws of the State of Illinois shall apply.

Section 13.2 Provisions Subject to Applicable Law. All rights, powers and remedies provided in this Security Instrument may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Security Instrument invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Security Instrument or any application thereof shall be invalid or unenforceable, the remainder of this Security Instrument and any other application of the term shall not be affected thereby.

## ARTICLE XIV

### DEFINITIONS

Section 14.1 Defined Terms. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Security Instrument may be used interchangeably in singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent permitted owner or owners of the Property or any part thereof or any interest therein," the word "Lender" shall mean "Lender and any subsequent holder of the Note," the word "Note" shall mean "the Note and any other evidence of indebtedness secured by this Security Instrument," the word "Property" shall include any portion of the Property and any interest therein, and the phrases "attorneys' fees", "legal fees" and "counsel fees" shall include any and all reasonable attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder. The word "Loan Documents" shall mean collectively, this Security Instrument, the Note, the Assignment of Management Agreement, the Lockbox Agreement (if any), the Assignment of Agreements and any and all other documents, agreements and certificates executed and/or delivered in connection with the Loan, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, provided, that, in no event shall the Guaranty be included in the definition of "Loan Documents" as such term is used herein.

## ARTICLE XV

### MISCELLANEOUS PROVISIONS

Section 15.1 No Oral Change. This Security Instrument, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

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Section 15.2 Successors and Assigns. This Security Instrument shall be binding upon and inure to the benefit of (a) Lender and its successors and assigns forever, and (b) each Borrower and its respective permitted successors and assigns forever.

Section 15.3 Inapplicable Provisions. If any term, covenant or condition of the Loan Agreement, the Note or this Security Instrument is held to be invalid, illegal or unenforceable in any respect, the Loan Agreement, the Note and this Security Instrument shall be construed without such provision.

Section 15.4 Headings, Etc. The headings and captions of various Sections of this Security Instrument are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 15.5 Number and Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 15.6 Entire Agreement. This Security Instrument and the other Loan Documents contain the entire agreement of the parties hereto and thereto in respect of the transactions contemplated hereby and thereby, and all prior agreements among or between such parties, whether oral or written between Borrower and Lender are superseded by the terms of this Security Instrument and the other Loan Documents.

Section 15.7 Limitation on Lender's Responsibility. No provision of this Security Instrument shall operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other Person, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession."

## ARTICLE XVI

### STATUS OF PARTIES

Section 16.1 Status of Borrower. Each Borrower's exact legal name is correctly set forth in the first paragraph of this Security Instrument and the signature block at the end of this Security Instrument. Each Borrower is an organization of the type specified in the first paragraph of this Security Instrument. Each Borrower is incorporated in or organized under the laws of the state specified in the first paragraph of this Security Instrument. Each Borrower's principal place of business and chief executive office, and the place where such Borrower keeps its books and records, including recorded data of any kind or nature, regardless of the medium or recording, including software, writings, plans, specifications and schematics, has been for the preceding four months (or, if less, the entire period of the existence of such Borrower) the address of Borrower set forth on the first page of this Security Instrument. Neither Borrower will change or permit to be changed (a) such Borrower's name, (b) such Borrower's identity

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(including its trade name or names), (c) such Borrower's principal place of business set forth on the first page of this Security Instrument, (d) the corporate, partnership or other organizational structure of Borrower, (e) such Borrower's state of organization, or (f) such Borrower's organizational number, without notifying Lender of such change in writing at least thirty (30) days prior to the effective date of such change and, in the case of a change in a Borrower's structure, without first obtaining the prior written consent of Lender, such consent not to be unreasonably withheld, conditioned or delayed. If either Borrower does not now have an organizational identification number and later obtains one, such Borrower promptly shall notify the Lender of such organizational identification number.

## ARTICLE XVII

### STATE-SPECIFIC PROVISIONS

Section 17.1 Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Article 17 and the terms and conditions of this Security Instrument, the terms and conditions of this Article 17 shall control and be binding.

Section 17.2 Maximum Amount Secured Hereby. The Debt secured hereby shall in no event exceed an amount equal to two hundred percent (200%) of the face amount of the Note.

Section 17.3 Waiver of Statutory Rights. Borrower hereby waives, to the extent now or hereafter permitted by law, all rights of redemption and reinstatement of this Security Instrument pursuant to the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 et seq. ("IMFL"), including without limitation Section 15-1601(b) of IMFL, on behalf of itself and all those taking by, through or under Borrower. Borrower acknowledges that the Property does not constitute "agricultural real estate," as such term is defined in Section 15-1201 of IMFL or "residential real estate," as such term is defined in Section 15-1219 of IMFL.

Section 17.4 Compliance with Illinois Mortgage Foreclosure Law. In the event that any provision of this Security Instrument shall be inconsistent with any provision of IMFL, the provisions of IMFL shall take precedence over the provisions of this Security Instrument, but shall not invalidate or render unenforceable any other provision of this Security Instrument that can be construed in a manner consistent with IMFL. If any provision of this Security Instrument shall grant to Lender any rights or remedies upon the occurrence and during the existence of any Event of Default by Borrower which are more limited than the rights that would otherwise be vested in Lender under IMFL in the absence of said provision, Lender shall be vested with the rights granted in IMFL to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Lender to the extent reimbursable under IMFL, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in this Security Instrument, shall be added to the Debt secured by this Security Instrument or by the judgment of foreclosure.

Section 17.5 Collateral Protection Act. Unless Borrower provides Lender with evidence of the insurance required by this Security Instrument or any other Loan Document, Lender may purchase insurance at Borrower's expense to protect Lender's interest in the Property

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or any other collateral for the Debt secured hereby. This insurance may, but need not, protect Borrower's interests. The coverage Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Property or any other collateral for the Debt secured hereby. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by the Loan Agreement, this Security Instrument or any other Loan Document. If Lender purchases insurance for the Property or any other collateral for the Debt secured hereby, Borrower shall be responsible for the out-of-pocket costs of that insurance, including interest and any other charges that Lender may lawfully impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The out-of-pocket costs of the insurance may be added to the Debt secured hereby. The costs of the insurance may be more than the cost of insurance that Borrower may be able to obtain on its own.

### Section 17.5 Financing Statement.

(a) This Security Instrument also constitutes a financing statement for the purpose of Section 9-502 of the Illinois Uniform Commercial Code, 810 ILCS 5/9-502, and shall constitute a "fixture filing" under such statute and shall be filed in the real estate records of Cook County, Illinois.

Name of Debtors:	DiamondRock CHICAGO OWNER, LLC, and DiamondRock CHICAGO TENANT, LLC
Debtors' Mailing Address:	c/o DiamondRock Hospitality Company, 6903 Rockledge Drive, Suite 800, Bethesda, Maryland 20817
Address of Property:	540 North Michigan Avenue, Chicago, Illinois 60611
Name of Secured Party:	Wachovia Bank, National Association
Address of Secured Party:	c/o Structured Products Servicing, 8739 Research Drive-URP4, Charlotte, NC 28288- 1075

(b) This financing statement covers the following types or items of property: the property described in this Security Instrument, and all other items of personal property now or at any time hereafter owned by each of Owner and Operating Lessee and used in connection with the Property.

(c) Some of the above goods are or are to become fixtures on the Land described herein. Owner is the record owner of the Land described herein upon which the foregoing fixtures and other items and types of property are located.

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Section 17.7 Use of Loan Proceeds. Borrower covenants and agrees that all of the proceeds of the Loan secured by this Security Instrument will be used solely for business purposes and in furtherance of the regular business affairs of Borrower, and the entire principal obligation secured hereby constitutes: (i) a "business loan," as that term is used in, and for all purposes of, the Illinois Interest Act, 815 ILCS 205/0.01 et seq., including Section 4(1)(c) thereof, and the beneficiary of Borrower is a "business" as that term is defined in said Section 4(1)(c); and (ii) a "loan secured by a mortgage on real estate" within the purview and operation of Section 205/4(1)(l) thereof.

Section 17.8 Usury. All agreements between Borrower and Lender (including, without limitation, those contained in this Security Instrument, the Note and any other Loan Documents) are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid to Lender exceed the highest lawful rate of interest permissible under the laws of the State of Illinois. If, from any circumstances whatsoever, fulfillment of any provision hereof or of the Note or any other Loan Document, at the time performance of such provision shall be due, shall involve the payment of interest exceeding the highest rate of interest permitted by law which a court of competent jurisdiction may deem applicable hereto, then, ipso facto, the obligation to be fulfilled shall be reduced to the highest lawful rate of interest permissible under the laws of the State of Illinois; and if for any reason whatsoever, Lender shall ever receive as interest an amount which would be deemed unlawful, such interest shall, to the extent permissible under the laws of the State of Illinois, be applied to the payment of the last maturing installment or installments of the Debt secured hereby (whether or not then due and payable) and not to the payment of interest.

Section 17.9 Insurance. Wherever provision is made in this Security Instrument or the Loan Agreement for insurance policies to bear mortgage clauses or other loss payable clauses or endorsements in favor of Lender, or to confer authority upon Lender to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure all such rights and powers of Lender shall continue in Lender as judgment creditor or mortgagee until confirmation of sale.

Section 17.10 Protective Advances. (a) All advances, disbursements and expenditures made by Lender before and during a foreclosure of this Security Instrument, and before and after judgment of foreclosure therein, and at any time prior to sale of the Property, and, where applicable, after sale of the Property, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Security Instrument or the Loan Agreement or by IMFL (collectively "Protective Advances") shall have the benefit of all applicable provisions of IMFL, including those provisions of IMFL hereinbelow referred to:

(b) all advances by Lender in accordance with the terms of this Security Instrument to: (1) preserve or maintain, repair, restore or rebuild the Improvements upon the Land; (2) preserve the lien of this Security Instrument or the priority thereof; or (3) enforce this Security Instrument, as referred to in Subsection (b)(5) of Section 15-1302 of IMFL;

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(c) payments by Lender of: (1) when due installments of principal, interest or other obligations in accordance with the terms of any prior lien or encumbrance; (2) when due installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Property or any part thereof; or (3) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title;

(d) advances by Lender in settlement or compromise of any claims asserted by claimants under any prior liens;

(e) reasonable, actual attorneys' fees and other costs incurred: (1) in connection with the foreclosure of this Security Instrument as referred to in Sections 15-1504(d)(2) and 15-1510 of IMFL; (2) in connection with any action, suit or proceeding brought by or against Lender for the enforcement of this Security Instrument or arising from the interest of Lender hereunder; or (3) in the preparation for the commencement or defense of any such foreclosure or other action related to this Security Instrument or the Property;

(f) Lender's fees and costs, including reasonable, actual attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection (b)(1) of Section 15-1508 of IMFL;

(g) expenses deductible from proceeds of sale as referred to in subsections (a) and (b) of Section 15-1512 of IMFL;

(h) expenses incurred and expenditures made by Lender for any one or more of the following: (1) if the Property or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof which are required to be paid; (2) if Lender's interest in the Property is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (3) premiums for casualty and liability insurance paid by Lender whether or not Lender or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or Lender takes possession of the Property imposed by Subsection (c)(1) of Section 15-1704 of IMFL; (4) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (5) payments required or deemed by Lender to be for the benefit of the Property or required to be made by the owner of the Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Property; (6) shared or common expense assessments payable to any association or corporation in which the owner of the Property is a member in any way affecting the Property; (7) if the loan secured hereby is a construction loan, costs incurred by Lender for demolition, preparation for and completion of construction, as may be authorized by the applicable commitment, loan agreement or other agreement; (8) pursuant to any lease or other agreement for occupancy of the Improvements for amounts required to be paid by Borrower; and (9) if this Security Instrument is insured, payments of FHA or private mortgage insurance required to keep insurance in force.

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(i) All Protective Advances shall be so much additional Debt secured by this Security Instrument, and shall become immediately due and payable without notice and with interest thereon from the date of the advance thereof until paid at the rate due and payable after an Event of Default under the terms of the Note and the Loan Agreement.

(ii) This Security Instrument shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Security Instrument is recorded pursuant to Subsection (b) of Section 15-1302 of IMFL.

(iii) All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of IMFL, apply to and be included in:

(i) determination of the amount of Debt secured by this Security Instrument at any time;

(j) the Debt found due and owing pursuant to this Security Instrument in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional Debt becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

(k) if right of redemption has not been waived by Borrower in this Security Instrument, computation of amount required to redeem, pursuant to Subsections (d)(2) and (e) of Section 15-1603 of IMFL;

(l) determination of the amount deductible from sale proceeds pursuant to Section 15-1512 of IMFL;

(m) application of income in the hands of any receiver or mortgagee in possession; and

(n) computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Sections 15-1508 and 15-1511 of IMFL (subject, however, to the terms of Section 15 of the Loan Agreement).

Section 17.11 Mortgagee In Possession. In addition to any provision of this Security Agreement authorizing Lender to take or be placed in possession of the Property, or for the appointment of a receiver, Lender shall have the right, in accordance with Sections 15-1701 and 15-1702 of IMFL, to be placed in possession of the Property or at its request to have a receiver appointed, and such receiver, or Lender, if and when placed in possession, shall have, in addition to any other powers provided in this Security Instrument, all powers, immunities, and duties as provided for in Sections 15-1701 and 15-1703 of IMFL.

Section 17.12 No Lien Management Agreements. Borrower shall include a "subordination" provision in any future property management agreement hereafter entered into by Borrower with a property manager for the Property (or with respect to the property management agreement covering the Property as of the date hereof, such "subordination" provision shall be included in that certain Assignment of Management Agreement, dated as of

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the date hereof, by and between Manager, Borrower and Lender), whereby the property manager forever and unconditionally subordinates to the lien of this Security Instrument any and all mechanics' lien rights that the property manager, or anyone claiming through or under the property manager, may have pursuant to 770 ILCS 60/1. Such property management agreement containing such "subordination" provision or a short form thereof shall, at Lender's request, be recorded with the Recorder of Deeds of Cook County, Illinois, as appropriate.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

Property of Cook County Clerk's Office

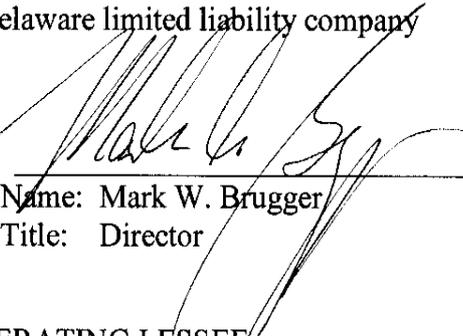
# UNOFFICIAL COPY

IN WITNESS WHEREOF, this Security Instrument has been executed by Borrower as of the day and year first above written.

BORROWER:

OWNER:

DIAMONDROCK CHICAGO OWNER, LLC,  
a Delaware limited liability company

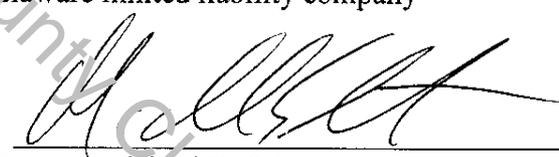
By: 

Name: Mark W. Brugger

Title: Director

OPERATING LESSEE:

DIAMONDROCK CHICAGO TENANT, LLC,  
a Delaware limited liability company

By: 

Name: Michael D. Schecter

Title: Director

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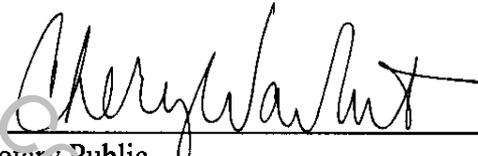
## ACKNOWLEDGMENT

STATE OF MARYLAND)

COUNTY OF MONTGOMERY)

I, the undersigned, a Notary Public in and for said county in the state aforesaid, do hereby certify that Mark W. Brugger the Director of DiamondRock Chicago Owner, 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, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such Director as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purpose set forth therein.

GIVEN under my hand and notarial seal, this 7th day of April, 2006.

  
\_\_\_\_\_  
Notary Public

My commission expires: 12/8/09

CHERYL VAN VLIET  
Notary Public-Maryland  
Montgomery County  
My Commission Expires  
December 08, 2009



# UNOFFICIAL COPY

## ACKNOWLEDGMENT

STATE OF MARYLAND)

COUNTY OF MONTGOMERY)

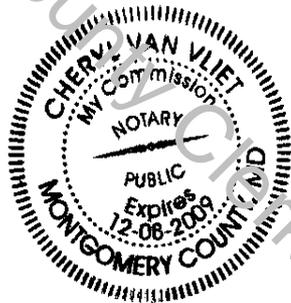
I, the undersigned, a Notary Public in and for said county in the state aforesaid, do hereby certify that Michael D. Schecter the Director of DiamondRock Chicago Tenant, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such Director as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purpose set forth therein.

GIVEN under my hand and notarial seal, this 7th day of April, 2006.

  
\_\_\_\_\_  
Notary Public

My commission expires: 12/8/09

CHERYL VAN VLIET  
Notary Public-Maryland  
Montgomery County  
My Commission Expires  
December 08, 2009

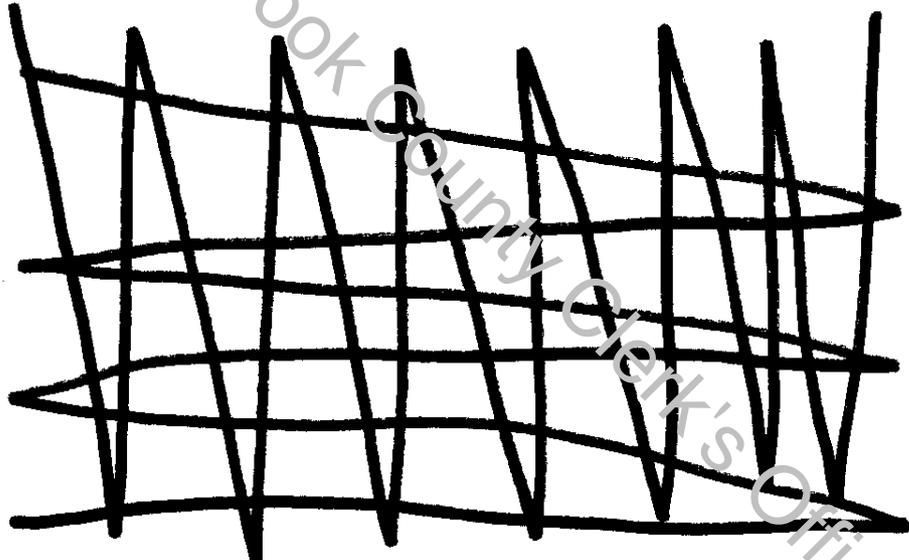


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## EXHIBIT A

### Legal Description

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## PARCEL 1:

BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT (AND HEREINAFTER REFERRED TO AS THE MAIN TRACT) IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS:

(EXCEPT FROM SAID MAIN TRACT

(A-1)

A PARCEL BEING PART OF BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL LYING BELOW 36.83 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE 15.12 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES OF SAID PARCEL PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH  $00^{\circ} 10' 00''$  WEST ALONG THE EAST LINE THEREOF 21.98 FEET; THENCE NORTH  $90^{\circ} 00' 00''$  WEST 6.11 FEET; THENCE SOUTH  $00^{\circ} 00' 00''$  WEST 4.22 FEET; THENCE NORTHWESTERLY 31.62 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 15.39 FEET, CONVEX SOUTHWESTERLY AND WHOSE CHORD BEARS NORTH  $55^{\circ} 43' 49''$  WEST 26.34 FEET; THENCE SOUTH  $90^{\circ} 00' 00''$  EAST 4.05 FEET; THENCE NORTH  $00^{\circ} 00' 00''$  EAST 5.30 FEET; THENCE NORTH  $90^{\circ} 00' 00''$  WEST 70.31 FEET; THENCE NORTH  $00^{\circ} 00' 00''$  EAST 8.07 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT; THENCE SOUTH  $90^{\circ} 00' 00''$  EAST ALONG THE NORTH LINE OF SAID TRACT 94.20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT FROM SAID MAIN TRACT

(A-2)

A PARCEL BEING PART OF BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL LYING BELOW 36.83 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE 19.05 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES OF SAID PARCEL PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH  $00^{\circ} 10' 00''$  WEST ALONG THE EAST LINE THEREOF 21.98 FEET; THENCE NORTH  $90^{\circ} 00' 00''$  WEST 6.11 FEET; THENCE SOUTH  $00^{\circ} 00' 00''$  WEST 4.22 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $00^{\circ} 00' 00''$  WEST 8.65 FEET; THENCE NORTH  $90^{\circ} 00' 00''$  WEST 25.95 FEET; THENCE SOUTH  $00^{\circ} 00' 00''$  WEST 23.90 FEET; THENCE SOUTH  $90^{\circ} 00' 00''$  EAST 8.71 FEET; THENCE SOUTH  $00^{\circ} 00' 00''$  WEST 5.00 FEET; THENCE SOUTH  $90^{\circ} 00' 00''$  EAST 23.22 FEET TO A POINT ON THE EAST LINE OF SAID TRACT; THENCE SOUTH  $00^{\circ} 10' 00''$  WEST ALONG THE EAST LINE OF SAID TRACT 33.18 FEET; THENCE NORTH  $90^{\circ} 00' 00''$  WEST 77.96 FEET; THENCE NORTH  $00^{\circ} 00' 00''$  EAST 7.83 FEET;

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THENCE NORTH 90° 00' 00" WEST 15.59 FEET; THENCE NORTH 00° 00' 00" EAST 36.40 FEET;  
 THENCE NORTH 90° 00' 00" WEST 15.04 FEET; THENCE NORTH 00° 00' 00" EAST 7.50 FEET;  
 THENCE SOUTH 90° 00' 00" EAST 11.72 FEET; THENCE NORTH 00° 00' 00" EAST 21.72 FEET;  
 THENCE SOUTH 90° 00' 00" EAST 4.75 FEET; THENCE NORTH 00° 00' 00" EAST 6.00 FEET;  
 THENCE SOUTH 90° 00' 00" EAST 27.43 FEET; THENCE NORTH 00° 00' 00" EAST 11.40 FEET;  
 THENCE SOUTH 90° 00' 00" EAST 41.08 FEET; THENCE SOUTH 00° 00' 00" WEST 5.30 FEET;  
 THENCE NORTH 90° 00' 00" WEST 4.05 FEET; THENCE SOUTHEASTERLY 31.62 FEET ALONG THE  
 ARC OF A CIRCLE HAVING A RADIUS OF 15.39 FEET, CONVEX SOUTHWESTERLY AND WHOSE  
 CHORD BEARS SOUTH 16° 47' 49" EAST 26.34 FEET TO THE POINT OF BEGINNING, IN COOK  
 COUNTY, ILLINOIS;

ALSO EXCEPT FROM SAID MAIN TRACT

(A-3)

A PARCEL BEING PART OF BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR  
 WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT IN KINZIE'S ADDITION TO CHICAGO,  
 BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39  
 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL LYING BELOW 26.84  
 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE 14.85 FEET ABOVE CHICAGO CITY DATUM  
 AND LYING WITHIN THE HORIZONTAL BOUNDARIES OF SAID PARCEL PROJECTED VERTICALLY AND  
 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST  
 ALONG THE EAST LINE THEREOF 21.98 FEET; THENCE NORTH 90° 00' 00" WEST 6.11 FEET;  
 THENCE SOUTH 00° 00' 00" WEST 4.22 FEET; THENCE SOUTH 00° 00' 00" WEST 8.65 FEET;  
 THENCE NORTH 90° 00' 00" WEST 25.95 FEET; THENCE SOUTH 00° 00' 00" WEST 23.90 FEET;  
 THENCE SOUTH 90° 00' 00" EAST 8.71 FEET; THENCE SOUTH 00° 00' 00" WEST 5.00 FEET;  
 THENCE SOUTH 90° 00' 00" EAST 23.22 FEET TO A POINT ON THE EAST LINE OF SAID TRACT;  
 THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE OF SAID TRACT 33.18 FEET; THENCE  
 NORTH 90° 00' 00" WEST 77.96 FEET; THENCE NORTH 00° 00' 00" EAST 7.83 FEET; THENCE  
 NORTH 90° 00' 00" WEST 15.59 FEET; THENCE NORTH 00° 00' 00" EAST 36.40 FEET; THENCE  
 NORTH 90° 00' 00" WEST 15.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00° 00' 00"  
 EAST 7.50 FEET; THENCE SOUTH 90° 00' 00" EAST 11.72 FEET; THENCE NORTH 00° 00' 00" EAST  
 21.72 FEET; THENCE SOUTH 90° 00' 00" EAST 4.75 FEET; THENCE NORTH 00° 00' 00" EAST 6.00  
 FEET; THENCE NORTH 90° 00' 00" WEST 1.46 FEET; THENCE NORTHWESTERLY 24.80 FEET ALONG  
 THE ARC OF A CIRCLE HAVING A RADIUS OF 18.44 FEET, CONVEX SOUTHWESTERLY AND WHOSE  
 CHORD BEARS NORTH 50° 56' 50" WEST 22.97 FEET; THENCE NORTH 00° 00' 00" EAST 3.00 FEET  
 TO A POINT ON THE NORTH LINE OF SAID TRACT; THENCE NORTH 90° 00' 00" WEST ALONG THE  
 NORTH LINE OF SAID TRACT 42.35 FEET; THENCE SOUTH 00° 00' 00" WEST 13.53 FEET; THENCE  
 NORTH 89° 59' 14" WEST 1.01 FEET; THENCE SOUTH 00° 00' 00" WEST 40.72 FEET; THENCE  
 SOUTH 90° 00' 00" EAST 35.57 FEET; THENCE NORTH 00° 00' 00" EAST 1.55 FEET; THENCE  
 SOUTH 90° 00' 00" EAST 10.62 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT FROM SAID MAIN TRACT

(A-4)

A PARCEL BEING PART OF BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR  
 WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT IN KINZIE'S ADDITION TO CHICAGO,  
 BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39  
 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL LYING BELOW 21.72

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FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE 19.05 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES OF SAID PARCEL PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE THEREOF 21.98 FEET; THENCE NORTH 90° 00' 00" WEST 6.11 FEET; THENCE SOUTH 00° 00' 00" WEST 4.22 FEET; THENCE NORTHWESTERLY 31.62 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 15.39 FEET, CONVEX SOUTHWESTERLY AND WHOSE CHORD BEARS NORTH 55° 43' 49" WEST 26.34 FEET; THENCE SOUTH 90° 00' 00" EAST 4.05 FEET; THENCE NORTH 00° 00' 00" EAST 5.30 FEET; THENCE NORTH 90° 00' 00" WEST 41.08 FEET; THENCE NORTH 90° 00' 00" WEST 5.56 FEET; THENCE NORTH 90° 00' 00" WEST 7.57 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90° 00' 00" WEST 3.83 FEET; THENCE SOUTH 00° 00' 00" WEST 11.40 FEET; THENCE SOUTH 90° 00' 00" EAST 3.83 FEET; THENCE NORTH 00° 00' 00" EAST 11.40 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT FROM SAID MAIN TRACT

(A-5)

A PARCEL BEING PART OF BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL LYING BELOW 24.95 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE 19.05 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES OF SAID PARCEL PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00 DEGREES 10' 00" WEST ALONG THE EAST LINE THEREOF 21.98 FEET; THENCE NORTH 90° 00' 00" WEST 6.11 FEET; THENCE SOUTH 00° 00' 00" WEST 4.22 FEET; THENCE NORTHWESTERLY 31.62 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 15.39 FEET, CONVEX SOUTHWESTERLY AND WHOSE CHORD BEARS NORTH 55° 43' 49" WEST 26.34 FEET; THENCE SOUTH 90° 00' 00" EAST 4.05 FEET; THENCE NORTH 00° 00' 00" EAST 5.30 FEET; THENCE NORTH 90° 00' 00" WEST 41.08 FEET; THENCE NORTH 90° 00' 00" WEST 5.56 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 00' 00" WEST 11.40 FEET; THENCE NORTH 90° 00' 00" WEST 7.57 FEET; THENCE NORTH 00° 00' 00" EAST 11.40 FEET; THENCE SOUTH 90° 00' 00" EAST 7.57 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT FROM SAID MAIN TRACT

(A-6)

A PARCEL BEING PART OF BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL LYING BELOW 26.25 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE 19.05 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES OF SAID PARCEL PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE THEREOF 21.98 FEET; THENCE NORTH 90° 00' 00" WEST 6.11 FEET;

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THENCE SOUTH 00° 00' 00" WEST 4.22 FEET; THENCE NORTHWESTERLY 31.62 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 15.39 FEET, CONVEX SOUTHWESTERLY AND WHOSE CHORD BEARS NORTH 55° 43' 49" WEST 26.34 FEET; THENCE SOUTH 90° 00' 00" EAST 4.05 FEET; THENCE NORTH 00° 00' 00" EAST 6.30 FEET; THENCE NORTH 90° 00' 00" WEST 41.08 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90° 00' 00" WEST 5.56 FEET; THENCE SOUTH 00° 00' 00" WEST 11.40 FEET; THENCE SOUTH 90° 00' 00" EAST 5.66 FEET; THENCE NORTH 00° 00' 00" EAST 11.40 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPT FROM SAID MAIN TRACT

(A-7)

A PARCEL BEING PART OF BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL LYING BELOW 36.83 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE 16.12 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES OF SAID PARCEL PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE THEREOF 21.98 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90° 00' 00" WEST 6.11 FEET; THENCE SOUTH 00° 00' 00" WEST 41.77 FEET; THENCE SOUTH 90° 00' 00" EAST 5.98 FEET TO A POINT ON THE EAST LINE OF SAID TRACT; THENCE NORTH 00° 10' 00" EAST ALONG THE EAST LINE OF SAID TRACT 41.77 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT FROM SAID MAIN TRACT

(A-8)

A PARCEL BEING PART OF BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL LYING BELOW 59.98 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE 37.36 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES OF SAID PARCEL PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00 DEGREES 10' 00" WEST ALONG THE EAST LINE THEREOF 25.02 FEET; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE OF SAID TRACT 165.06 FEET; THENCE NORTH 90° 00' 00" WEST 33.03 FEET; THENCE SOUTH 00° 00' 00" WEST 7.70 FEET; THENCE NORTH 90° 00' 00" WEST 8.33 FEET; THENCE NORTH 00° 00' 00" EAST 2.09 FEET; THENCE NORTH 90° 00' 00" WEST 12.50 FEET; THENCE SOUTH 00° 00' 00" WEST 22.58 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 89° 58' 55" WEST ALONG THE SOUTH LINE OF SAID TRACT, 112.05 FEET; THENCE NORTH 00° 00' 00" EAST 64.01 FEET; THENCE SOUTH 90° 00' 00" EAST 7.23 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 90° 00' 00" EAST 41.74 FEET; THENCE NORTH 00° 00' 00" EAST 100.60 FEET; THENCE NORTH 90° 00' 00" WEST 38.74 FEET; THENCE SOUTH 00° 00' 00" WEST 8.15 FEET; THENCE NORTH 90° 00' 00" WEST 3.00 FEET; THENCE SOUTH 00° 00' 00" WEST 92.45 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

## UNOFFICIAL COPY

ALSO EXCEPT FROM SAID MAIN TRACT

(A-9)

A PARCEL BEING PART OF BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL LYING BELOW 50.64 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE 36.83 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES OF SAID PARCEL PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE THEREOF 3.37 FEET; THENCE NORTH 90° 00' 00" WEST 78.00 FEET; THENCE SOUTH 00° 00' 00" WEST 14.20 FEET; THENCE SOUTH 90° 00' 00" EAST 45.87 FEET; THENCE SOUTH 00° 00' 00" WEST 7.45 FEET; THENCE SOUTH 90° 00' 00" EAST 32.07 FEET TO A POINT ON THE EAST LINE OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE OF SAID TRACT 165.06 FEET; THENCE NORTH 00° 00' 00" WEST 33.03 FEET; THENCE SOUTH 00° 00' 00" WEST 7.70 FEET; THENCE NORTH 90° 00' 00" WEST 8.33 FEET; THENCE NORTH 00° 00' 00" EAST 2.08 FEET; THENCE NORTH 90° 00' 00" WEST 12.50 FEET; THENCE SOUTH 00° 00' 00" WEST 22.58 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 89° 58' 55" WEST ALONG THE SOUTH LINE OF SAID TRACT, 112.05 FEET; THENCE NORTH 00° 00' 00" EAST 64.01 FEET; THENCE SOUTH 90° 00' 00" EAST 48.97 FEET; THENCE NORTH 00° 00' 00" EAST 101.60 FEET; THENCE SOUTH 90° 00' 00" EAST 8.62 FEET; THENCE NORTH 00° 00' 00" EAST 7.50 FEET; THENCE SOUTH 90° 00' 00" EAST 11.72 FEET; THENCE NORTH 00° 00' 00" EAST 18.44 FEET; THENCE NORTH 90° 00' 00" WEST 40.31 FEET; THENCE NORTH 00° 00' 00" EAST 12.49 FEET; THENCE SOUTH 90° 00' 00" EAST 5.75 FEET; THENCE NORTH 00° 00' 00" EAST 13.26 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT; THENCE SOUTH 90° 00' 00" EAST ALONG THE NORTH LINE OF SAID TRACT 131.72 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE THEREOF 25.02 FEET; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE OF SAID TRACT 10.66 FEET; THENCE NORTH 90° 00' 00" WEST 6.97 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 00' 00" WEST 18.65 FEET; THENCE NORTH 90° 00' 00" WEST 6.90 FEET; THENCE SOUTH 00° 00' 00" WEST 5.00 FEET; THENCE NORTH 90° 00' 00" WEST 19.12 FEET; THENCE NORTH 00° 00' 00" EAST 23.65 FEET; THENCE SOUTH 90° 00' 00" EAST 26.02 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT FROM SAID MAIN TRACT

(A-10)

A PARCEL BEING PART OF BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL LYING BELOW 47.57 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE 36.83 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES OF SAID PARCEL PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST

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ALONG THE EAST LINE THEREOF 25.02 FEET; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE OF SAID TRACT 165.06 FEET; THENCE NORTH 90° 00' 00" WEST 33.03 FEET; THENCE SOUTH 00° 00' 00" WEST 7.70 FEET; THENCE NORTH 90° 00' 00" WEST 8.33 FEET; THENCE NORTH 00° 00' 00" EAST 12.08 FEET; THENCE NORTH 90° 00' 00" WEST 12.50 FEET; THENCE SOUTH 00° 00' 00" WEST 22.50 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 89° 58' 55" WEST ALONG THE SOUTH LINE OF SAID TRACT, 112.05 FEET; THENCE NORTH 00° 00' 00" EAST 64.01 FEET; THENCE SOUTH 90° 00' 00" EAST 48.97 FEET; THENCE NORTH 00° 00' 00" EAST 101.60 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 90° 00' 00" EAST 8.62 FEET; THENCE NORTH 00° 00' 00" EAST 12.50 FEET; THENCE SOUTH 90° 00' 00" EAST 11.72 FEET; THENCE NORTH 00° 00' 00" EAST 15.44 FEET; THENCE NORTH 90° 00' 00" WEST 40.31 FEET; THENCE NORTH 00° 00' 00" EAST 12.69 FEET; THENCE SOUTH 90° 00' 00" EAST 5.75 FEET; THENCE NORTH 00° 00' 00" EAST 13.25 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT; THENCE NORTH 90° 00' 00" WEST ALONG THE NORTH LINE OF SAID TRACT 24.51 FEET; THENCE SOUTH 00° 00' 00" WEST 53.70 FEET; THENCE SOUTH 90° 00' 00" EAST 38.74 FEET; THENCE NORTH 00° 00' 00" EAST 1.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT FROM SAID MAIN TRACT

(B-1)

A PARCEL BEING PART OF BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL LYING BELOW 36.83 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE 22.94 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES OF SAID PARCEL PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE THEREOF 119.83 FEET; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE OF SAID TRACT 36.00 FEET; THENCE NORTH 90° 00' 00" WEST 24.82 FEET; THENCE SOUTH 00° 00' 00" WEST 10.26 FEET; THENCE SOUTH 90° 00' 00" EAST 24.79 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE OF SAID TRACT 5.85 FEET TO POINT OF BEGINNING; THENCE NORTH 90° 00' 00" WEST 60.67 FEET; THENCE NORTH 00° 00' 00" EAST 16.41 FEET; THENCE NORTH 90° 00' 00" WEST 16.28 FEET; THENCE SOUTH 00° 00' 10" WEST 51.74 FEET; THENCE SOUTH 90° 00' 00" EAST 6.77 FEET; THENCE NORTH 53° 18' 52" EAST 9.91 FEET; THENCE SOUTH 90° 00' 00" EAST 13.31 FEET; THENCE SOUTH 00° 00' 00" WEST 16.93 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT; THENCE NORTH 89° 58' 55" EAST ALONG THE SOUTH LINE OF SAID TRACT 48.79 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00° 10' 00" EAST ALONG THE EAST LINE OF SAID TRACT 46.32 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT FROM SAID MAIN TRACT

(B-2)

A PARCEL BEING PART OF BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL LYING BELOW 36.83 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE 21.12 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES OF SAID PARCEL PROJECTED VERTICALLY AND

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DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE THEREOF 119.83 FEET TO POINT OF BEGINNING; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE OF SAID TRACT 36.00 FEET; THENCE NORTH 90° 00' 00" WEST 24.82 FEET; THENCE SOUTH 00° 00' 00" WEST 10.26 FEET; THENCE SOUTH 90° 00' 00" EAST 24.79 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE OF SAID TRACT 5.85 FEET; THENCE NORTH 90° 00' 00" WEST 60.67 FEET; THENCE NORTH 00° 00' 00" EAST 16.41 FEET; THENCE NORTH 90° 00' 00" WEST 16.28 FEET; THENCE NORTH 00° 00' 00" EAST 70.28 FEET; THENCE NORTH 90° 00' 00" WEST 1.33 FEET; THENCE NORTH 00° 00' 00" EAST 4.53 FEET; THENCE SOUTH 90° 00' 00" EAST 1.33 FEET; THENCE NORTH 00° 00' 00" EAST 2.89 FEET; THENCE SOUTH 90° 00' 00" EAST 77.10 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT FROM SAID MAIN TRACT

(B-3)

A PARCEL BEING PART OF BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL LYING BELOW 36.83 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE 24.53 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES OF SAID PARCEL PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE THEREOF 119.83 FEET; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE OF SAID TRACT 36.00 FEET; THENCE NORTH 90° 00' 00" WEST 24.82 FEET; THENCE SOUTH 00° 00' 00" WEST 10.26 FEET; THENCE SOUTH 90° 00' 00" EAST 24.79 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE OF SAID TRACT 5.85 FEET; THENCE NORTH 90° 00' 00" WEST 60.67 FEET; THENCE NORTH 00° 00' 00" EAST 16.41 FEET TO POINT OF BEGINNING; THENCE SOUTH 90° 00' 00" EAST 6.77 FEET; THENCE SOUTH 00° 00' 00" WEST 11.02 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 89° 58' 55" WEST ALONG THE SOUTH LINE OF SAID TRACT 6.77 FEET; THENCE NORTH 00° 00' 00" EAST 11.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT FROM SAID MAIN TRACT

(B-4)

A PARCEL BEING PART OF BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL LYING BELOW 21.12 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE 8.11 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE HORIZONTAL BOUNDARIES OF SAID PARCEL PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST ALONG THE EAST LINE THEREOF 165.09 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°

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10' 00" WEST ALONG SAID EAST LINE 5.85 FEET; THENCE NORTH 90° 00' 00" WEST 41.95 FEET;  
 THENCE NORTH 00° 00' 00" EAST 16.41 FEET; THENCE NORTH 90° 00' 00" WEST 9.88 FEET;  
 THENCE NORTH 00° 00' 00" EAST 7.50 FEET; THENCE NORTH 90° 00' 00" WEST 8.84 FEET;  
 THENCE NORTH 00° 00' 00" EAST 30.23 FEET; THENCE SOUTH 90° 00' 00" EAST 1.50 FEET;  
 THENCE NORTH 00° 00' 00" EAST 1.44 FEET; THENCE SOUTH 90° 00' 00" EAST 21.78 FEET;  
 THENCE SOUTH 00° 10' 00" WEST 11.14 FEET; THENCE SOUTH 90° 00' 00" EAST 7.95 FEET;  
 THENCE SOUTH 00° 00' 00" WEST 2.27 FEET; THENCE SOUTH 90° 00' 00" EAST 4.67 FEET;  
 THENCE SOUTH 00° 00' 00" WEST 36.32 FEET; THENCE SOUTH 90° 00' 00" EAST 24.79 FEET TO  
 THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT FROM SAID MAIN TRACT

(B-5)

A PARCEL BEING PART OF BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR  
 WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT IN KINZIE'S ADDITION TO CHICAGO,  
 BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39  
 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL LYING BELOW 21.12  
 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE 9.18 FEET ABOVE CHICAGO CITY DATUM  
 AND LYING WITHIN THE HORIZONTAL BOUNDARIES OF SAID PARCEL PROJECTED VERTICALLY AND  
 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST  
 ALONG THE EAST LINE THEREOF 166.09 FEET; THENCE SOUTH 00° 10' 00" WEST ALONG SAID  
 EAST LINE 5.85 FEET; THENCE NORTH 90° 00' 00" WEST 41.95 FEET TO THE POINT OF  
 BEGINNING; THENCE NORTH 00° 00' 00" EAST 16.41 FEET; THENCE NORTH 90° 00' 00" WEST  
 9.88 FEET; THENCE NORTH 00° 00' 00" EAST 7.50 FEET; THENCE NORTH 90° 00' 00" WEST 8.84  
 FEET; THENCE SOUTH 00° 00' 00" WEST 23.91 FEET; THENCE SOUTH 90° 00' 00" EAST 18.72  
 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT FROM SAID MAIN TRACT

(B-6)

A PARCEL BEING PART OF BLOCK 22 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR  
 WIDENING NORTH MICHIGAN AVENUE), TAKEN AS A TRACT IN KINZIE'S ADDITION TO CHICAGO,  
 BEING A SUBDIVISION IN THE NORTH FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39  
 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL LYING BELOW 36.83  
 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE 22.94 FEET ABOVE CHICAGO CITY DATUM  
 AND LYING WITHIN THE HORIZONTAL BOUNDARIES OF SAID PARCEL PROJECTED VERTICALLY AND  
 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 10' 00" WEST  
 ALONG THE EAST LINE THEREOF 119.83 FEET; THENCE SOUTH 00° 10' 00" WEST ALONG THE  
 EAST LINE OF SAID TRACT 36.00 FEET TO POINT OF BEGINNING; THENCE NORTH 90° 00' 00"  
 WEST 24.82 FEET; THENCE SOUTH 00° 00' 00" WEST 10.26 FEET; THENCE SOUTH 90° 00' 00"  
 EAST 24.79 FEET TO THE EAST LINE OF SAID TRACT; THENCE NORTH 00° 10' 00" EAST ALONG  
 THE EAST LINE OF SAID TRACT 10.26 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY,  
 ILLINOIS).

PARCEL 2:

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NON-EXCLUSIVE PARKING EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT ENTITLED BLOCK 119 PARKING EASEMENT AGREEMENT MADE BY AND BETWEEN RN 120 COMPANY, L.L.C. AND RN 540 COMPANY L.L.C. DATED JANUARY 8, 1998 AND RECORDED AUGUST 31, 1998 AS DOCUMENT 98774492 OVER A PORTION OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 5 TO 12, BOTH INCLUSIVE, TOGETHER WITH ALL THAT PART OF THE VACATED EAST-WEST 18 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINE OF LOTS 5 AND 6, LYING NORTH OF THE NORTH LINE OF LOTS 7 AND 8, LYING EAST OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 6 TO THE NORTHWEST CORNER OF LOT 7 AND LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 5 TO THE NORTHEAST CORNER OF LOT 8 IN THE SUBDIVISION OF BLOCK 24, IN KINZIE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH FRACTION SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT ENTITLED EMERGENCY EXIT EASEMENT AGREEMENT MADE BY AND BETWEEN RN 124/125 COMPANY, L.L.C. AND RN 540 HOTEL COMPANY, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY FOR EGRESS THROUGH THE EMERGENCY EXIT INTO, ACROSS AND THROUGH THE FIRST LEVEL OF THE ATRIUM PARCEL TO THE PUBLIC AREA AS CREATED BY EMERGENCY EXIT EASEMENT AGREEMENT DATED AS OF JANUARY 21, 2000 RECORDED JANUARY 28, 2000 AS DOCUMENT 00072922. SAID ATRIUM PARCEL DESCRIBED AS FOLLOWS:

#### GRAND CONCOURSE AREA - PART 1

THAT PART OF EAST GRAND AVENUE, LYING NORTH OF AND ADJOINING BLOCK 17 AND LYING SOUTH OF AND ADJOINING BLOCK 22, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL, SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) AND THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE); THENCE NORTH 89 DEGREES 48 MINUTES 42 SECONDS WEST, ALONG SAID NORTH LINE, 101.50 FEET; THENCE NORTH 0 DEGREES 16 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH A LINE, HEREINAFTER DESCRIBED AS LINE "A", BEING A LINE DRAWN FROM THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) WITH THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE) TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF BLOCK 22, AFORESAID, (SAID SOUTH LINE BEING ALSO THE NORTH LINE OF EAST GRAND AVENUE) WITH THE WEST LINE OF THE EAST 75 FEET OF BLOCK 22, AFORESAID, 73.47 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF BLOCK 22 AFORESAID; THENCE SOUTH 89 DEGREES 44 MINUTES 20 SECONDS EAST, ALONG SAID SOUTH LINE 101.50 FEET TO THE WEST LINE OF THE EAST 75 FEET OF BLOCK 22 AFORESAID; THENCE SOUTH 0 DEGREES 18 MINUTES 00 SECONDS WEST, ALONG A LINE HERETOFORE DESCRIBED AS LINE "A", 73.34 FEET TO THE HEREBY DESIGNATED POINT OF BEGINNING; LYING ABOVE A PLANE 14 FEET ABOVE GROUND LEVEL AND LYING BELOW A HORIZONTAL PLANE 118 FEET ABOVE CHICAGO CITY DATUM; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARTS:

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## GRAND CONCOURSE AREA - PART II:

THE SOUTH 19 FEET OF THE EAST 63.45 FEET OF THE EAST 101.50 FEET OF TRACT "A", LYING ABOVE A PLANE AT GROUND LEVEL AND LYING BELOW A HORIZONTAL PLANE 118 FEET ABOVE CHICAGO CITY DATUM, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT "A" BEING DESCRIBED AS FOLLOWS:

THAT PART OF EAST GRAND AVENUE, LYING NORTH OF AND ADJOINING BLOCK 17 AND LYING SOUTH OF AND ADJOINING BLOCK 22 IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) AND THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE); THENCE NORTH 89 DEGREES 48 MINUTES 42 SECONDS WEST, ALONG SAID NORTH LINE, 101.50 FEET; THENCE NORTH 0 DEGREES 16 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH A LINE, HERINAFTER DESCRIBED AS LINE "A", BEING A LINE DRAWN FROM THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) WITH THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE) TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF BLOCK 22, AFORESAID, (SAID SOUTH LINE BEING ALSO THE NORTH LINE OF EAST GRAND AVENUE) WITH THE WEST LINE OF THE EAST 75 FEET OF BLOCK 22, AFORESAID, 73.47 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF BLOCK 22 AFORESAID; THENCE SOUTH 89 DEGREES 44 MINUTES 20 SECONDS EAST, ALONG SAID SOUTH LINE 101.50 FEET TO THE WEST LINE OF THE EAST 75 FEET OF BLOCK 22 AFORESAID; THENCE SOUTH 0 DEGREES 16 MINUTES 00 SECONDS WEST, ALONG A LINE HERETOFORE DESCRIBED AS LINE "A", 73.34 FEET TO THE HERETOFORE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND EXCEPTING:

## GRAND RETAIL AREA - PART II

THE SOUTH 19 FEET OF THE WEST 38.05 FEET OF THE EAST 101.50 FEET OF TRACT "A", LYING ABOVE A HORIZONTAL PLANE 21 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE 112.08 FEET ABOVE CHICAGO CITY DATUM, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; SAID TRACT "A" BEING DESCRIBED AS FOLLOWS:

THAT PART OF EAST GRAND AVENUE, LYING NORTH OF AND ADJOINING BLOCK 17 AND LYING SOUTH OF AND ADJOINING BLOCK 22 IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) AND THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE); THENCE NORTH 89 DEGREES

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48 MINUTES 42 SECONDS WEST, ALONG SAID NORTH LINE, 101.50 FEET; THENCE NORTH 0 DEGREES 16 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH A LINE, HEREINAFTER DESCRIBED AS LINE "A", BEING A LINE DRAWN FROM THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) WITH THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE) TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF BLOCK 22, AFORESAID, (SAID SOUTH LINE BEING ALSO THE NORTH LINE OF EAST GRAND AVENUE) WITH THE WEST LINE OF THE EAST 75 FEET OF BLOCK 22, AFORESAID, 73.47 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF BLOCK 22 AFORESAID; THENCE SOUTH 89 DEGREES 44 MINUTES 20 SECONDS EAST, ALONG SAID SOUTH LINE 101.50 FEET TO THE WEST LINE OF THE EAST 75 FEET OF BLOCK 22 AFORESAID; THENCE SOUTH 0 DEGREES 16 MINUTES 00 SECONDS WEST, ALONG A LINE HERETOFORE DESCRIBED AS LINE "A", 73.34 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

THE NORTH 20 FEET OF THE EAST 101.50 FEET OF TRACT "A", LYING ABOVE A PLANE 11 FEET ABOVE GROUND LEVEL AND LYING BELOW A PLANE 14 FEET ABOVE GROUND LEVEL, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; SAID TRACT "A" BEING DESCRIBED AS FOLLOWS:

THAT PART OF EAST GRAND AVENUE, LYING NORTH OF AND ADJOINING BLOCK 17 AND LYING SOUTH OF AND ADJOINING BLOCK 22 IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) AND THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE); THENCE NORTH 89 DEGREES 48 MINUTES 42 SECONDS WEST, ALONG SAID NORTH LINE, 101.50 FEET; THENCE NORTH 0 DEGREES 16 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH A LINE, HEREINAFTER DESCRIBED AS LINE "A", BEING A LINE DRAWN FROM THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) WITH THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE) TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF BLOCK 22, AFORESAID, (SAID SOUTH LINE BEING ALSO THE NORTH LINE OF EAST GRAND AVENUE) WITH THE WEST LINE OF THE EAST 75 FEET OF BLOCK 22, AFORESAID, 73.47 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF BLOCK 22 AFORESAID; THENCE SOUTH 89 DEGREES 44 MINUTES 20 SECONDS EAST, ALONG SAID SOUTH LINE 101.50 FEET TO THE WEST LINE OF THE EAST 75 FEET OF BLOCK 22 AFORESAID; THENCE SOUTH 0 DEGREES 16 MINUTES 00 SECONDS WEST, ALONG A LINE HERETOFORE DESCRIBED AS LINE "A", 73.34 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

GRAND CONCOURSE AREA - PART II:

THE SOUTH 19 FEET OF THE EAST 63.45 FEET OF THE EAST 101.50 FEET OF TRACT "A", LYING ABOVE A PLANE AT GROUND LEVEL AND LYING BELOW A HORIZONTAL PLANE 118 FEET ABOVE CHICAGO CITY DATUM, IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT "A"

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BEING DESCRIBED AS FOLLOWS:

THAT PART OF EAST GRAND AVENUE, LYING NORTH OF AND ADJOINING BLOCK 17 AND LYING SOUTH OF AND ADJOINING BLOCK 22 IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) AND THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE); THENCE NORTH 89 DEGREES 48 MINUTES 42 SECONDS WEST, ALONG SAID NORTH LINE, 101.50 FEET; THENCE NORTH 0 DEGREES 16 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH A LINE, HEREINAFTER DESCRIBED AS LINE "A", BEING A LINE DRAWN FROM THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN BLOCK 17 AFORESAID, (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH MICHIGAN AVENUE AS WIDENED PER ORDINANCE PASSED JULY 14, 1913) WITH THE NORTH LINE OF SAID BLOCK 17 (BEING ALSO THE SOUTH LINE OF EAST GRAND AVENUE) TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF BLOCK 22, AFORESAID, (SAID SOUTH LINE BEING ALSO THE NORTH LINE OF EAST GRAND AVENUE) WITH THE WEST LINE OF THE EAST 75 FEET OF BLOCK 22, AFORESAID, 73.47 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF BLOCK 22 AFORESAID; THENCE SOUTH 89 DEGREES 44 MINUTES 20 SECONDS EAST, ALONG SAID SOUTH LINE 101.50 FEET TO THE WEST LINE OF THE EAST 75 FEET OF BLOCK 22 AFORESAID; THENCE SOUTH 0 DEGREES 16 MINUTES 00 SECONDS WEST, ALONG A LINE HERETOFORE DESCRIBED AS LINE "A", 73.34 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE RECIPROCAL EASEMENT AGREEMENT MADE BY AND BETWEEN CHICAGO 540 HOTEL, L.L.C. AND RN 540 HOTEL COMPANY, L.L.C., DATED AS OF JANUARY 25, 2000 RECORDED JANUARY 28, 2000 AS DOCUMENT 0072926 INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- A) MAINTENANCE OF HOTEL BUILDING
- B) STRUCTURAL SUPPORT
- C) FACILITIES FOR UTILITIES OR OTHER SERVICES
- D) SIGNS
- E) SUPPORT, ENCLOSURE, USE AND MAINTENANCE OF COMMON WALLS, CEILING AND FLOORS
- F) UTILITIES
- G) PIPES AND CONDUIT MAINTENANCE
- H) ENCROACHMENTS
- I) SIDEWALK MAINTENANCE
- J) TO PERMIT EXERCISE OF CURE RIGHTS

PARCEL 5:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR PARKING AS SET FORTH IN THE UNRECORDED MARRIOTT PARKING AGREEMENT DATED FEBRUARY 10, 1998 AND AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO MARRIOTT PARKING AGREEMENT DATED AS OF JANUARY 1, 2001 AS DISCLOSED BY THE MEMORANDUM OF MARRIOTT PARKING AGREEMENT RECORDED JULY 5, 2001 AS DOCUMENT NUMBER 0010593522 OVER THE FOLLOWING LAND:

# UNOFFICIAL COPY

THE SOUTH HALF OF BLOCK 28 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP  
39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

PIN Numbers: 17-10-121-007; 17-10-121-009; 17-10-121-011.

540 North Michigan Avenue, Chicago, Illinois

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT B

(Operating Lease Description)

That certain Lease Agreement, dated March 24, 2006, by and between DiamondRock Chicago Owner, LLC, a Delaware limited liability company, as lessor, and DiamondRock Chicago Tenant, LLC, a Delaware limited liability company, as lessee.

Property of Cook County Clerk's Office