

# UNOFFICIAL COPY

This instrument was prepared by, and after recordation should be returned to,  
**CORUS BANK, N.A.**  
3959 N. Lincoln Avenue  
Chicago, IL 60613  
Attn: Armesha L. Bell, Legal Officer



Doc#: 0611058028 Fee: \$54.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/20/2006 09:08 AM Pg: 1 of 16

## FOURTH NOTE, MORTGAGE AND LOAN AGREEMENT MODIFICATION AGREEMENT

This Fourth Note, Mortgage and Loan Agreement Modification Agreement (the "Modification Agreement" or "Agreement") made this February <sup>28<sup>th</sup></sup> 2006 and shall be effective as of December 31, 2005 (the "Effective Date"), by and between **MARATHON CENTER, INC.**, an Illinois corporation (the "Borrower"), and **CORUS BANK, N.A.** (the "Lender").

WHEREAS, the Lender is the owner and holder of a certain Promissory Note dated June 30, 1999, as amended from time to time (as so amended from time to time, the "Note"), in the original stated principal sum of Twenty Five Million Five Hundred Thousand and No/100 Dollars (\$25,500,000.00) (the "Loan") from Borrower, Capitol Hill Lofts, Inc., Erie Center Lofts, Inc. and Sangamon Lofts, Inc. payable to the order of Lender; and

WHEREAS, the Note is secured inter alia by the Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement on the real property described in **Exhibit "A"** hereto (the "Premises") from Marathon Center, Inc. to Lender, dated June 30, 1999, and recorded on July 15, 1999 in the Cook County recorder's office as Document No. 99678971, as amended from time to time thereafter, and the Assignment of Rents and Leases

64.50

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64.50  
J.M.

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from Marathon Center, Inc. dated June 30, 1999 and recorded on July 15, 1999 in the Cook County recorder's office as Document No. 99678972, as amended from time to time thereafter (as such were previously amended, collectively, the "MC Mortgage"); and

WHEREAS, contemporaneous with the execution of the Note and MC Mortgage, Borrower and Lender executed a Construction Loan Agreement, as amended from time to time (as previously amended from time to time, most recently pursuant to the Third Note, Mortgage and Loan Agreement dated April 20, 2005 or otherwise, the "Loan Agreement"; together with the Note and MC Mortgage, and certain other documents executed contemporaneously with the Note, Loan Agreement and MC Mortgage, hereinafter referred to as the "Loan Documents"), which document provides, among other things, for the terms and conditions by which the Loan shall be disbursed and repaid; and

WHEREAS, the Note is due and payable on December 31, 2005 (the "Maturity Date"), and has a present outstanding principal balance of \$2,279,914.47, and interest is current and paid through December 31, 2005; and

WHEREAS, Maker (as such term is defined and used in the Note), under the terms of the Note, is required to pay on the first day of each month to the order of Lender the interest on the unpaid balance thereof in accordance with the Note, until the Maturity Date, at which time all outstanding principal, accrued and unpaid interest, fees and costs due to Lender shall be due and payable; and

WHEREAS, the Borrower and Lender have agreed, to extend the Maturity Date of the Loan; and

WHEREAS, contemporaneously herewith, Maurice Sanderman ("Remaining Guarantor") shall execute a Guarantor's Consent to Loan Modification, consenting to the modification of the Loan as provided herein, and ratifying and confirming the terms, provisions and conditions of his

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Guaranty Agreement, originally dated June 30, 1999, as modified and reaffirmed from time to time, to the Lender;

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual promises contained herein, Borrower and Lender agree as follows:

1. The Maturity Date of the Note is hereby extended from December 31, 2005, to December 31, 2006.

2. Borrower may prepay the Loan at any time hereafter, without a prepayment charge. Borrower acknowledges and agrees that Lender has no obligation and has made no commitment to modify or extend any other term or provision of the Loan Documents except as expressly set forth herein.

3. Borrower represents to Lender that there is no junior mortgage or subsequent lien now outstanding against the Premises except that pertaining to such loan in favor of Maurice Sanderman as previously disclosed to Lender. Borrower also represents that the lien of the Mortgages, as modified, is a valid first and subsisting lien on the Premises. Nothing contained herein shall be deemed or construed to be an impairment of the lien of the Mortgages or any other Loan Document, and the Mortgages, as amended hereby, shall remain a first priority lien encumbering the Premises.

4. Borrower represents and warrants that the execution, delivery and performance of this Modification Agreement: (i) are within the powers of Borrower; (ii) have been duly authorized by all requisite actions; (iii) have received all necessary trust, partnership, governmental, company and corporate approval; (iv) do not violate any provision of any law, any order of any court or

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agency or government or any indenture, agreement or other instrument to which Borrower is a party, or by which it or any portion of the Premises is bound; and (v) are not in conflict with, nor will result in breach of, or constitute (with due notice or lapse of time) a default under any indenture, agreement, or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever, upon any of its property or assets, except as contemplated by the provisions of the Mortgages. This Modification Agreement, when executed and delivered by Borrower will constitute the legal, valid and binding obligation of Borrower, in accordance with the terms herein.

5. Borrower acknowledges that it has thoroughly read and reviewed the terms and provisions of this Agreement and is familiar with them. Borrower clearly understands the terms and provisions of this Agreement and has fully and unconditionally consented to them. Borrower has had the full benefit and advice of counsel of its own selection, or the opportunity to obtain the benefit and advice of counsel of its own selection, in regard to understanding the terms, meaning, and effect of this Agreement, with full knowledge, and without duress. In executing this Agreement, Borrower is not relying on any representations, written or oral, express or implied, made to Borrower by any party to the Agreement. Borrower acknowledges that the consideration received or to be received under this Agreement is actual and adequate.

6. As additional consideration for the modification of the terms of the Note, Loan Agreement, MC Mortgage and the other Loan Documents, by Lender, as described above, Borrower releases and forever discharges Lender, and its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors and assigns, and all persons, firms, corporations and organizations on its behalf, from all damage, loss, claims, demands, liabilities, obligations, actions and causes of action of whatever kind or nature which Borrower may now have or claim to have against Lender as of the effective date of this Agreement,

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whether presently known or unknown, on account of or in any way affecting, concerning, arising out of, or founded on the Note, Loan Agreement, MC Mortgage, each as modified by this Agreement, and the other Loan Documents. This includes, but is not limited to, all such loss or damage of any kind suffered or sustained prior to and including the effective date of this Agreement, and arising as a consequence of the dealings between the parties. This Agreement and covenant on the part of the Borrower is contractual, and not a mere recital. The parties acknowledge and agree that no liability whatsoever is admitted on the part of any party, except Borrower's indebtedness to Lender under the Note, Loan Agreement, MC Mortgage and the other Loan Documents, and that all agreements and understandings between Borrower and Lender are expressed and embodied in the Note, Loan Agreement, MC Mortgage, each as modified by this Agreement, and the other Loan Documents.

7. Nothing contained in this Agreement shall in any manner impair the Note, Loan Agreement and MC Mortgage, as modified, the other Loan Documents, or the first lien created, or any other documents executed by Borrower in connection with the modification, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the foregoing documents, except as expressly provided in this Agreement, or affect or impair any rights, powers or remedies of Lender under any of the foregoing documents. Except as otherwise provided, all terms and provisions of the Note, Loan Agreement, MC Mortgage, the other Loan Documents and other instruments and documents executed in connection with the mortgage loan shall remain in full force and effect and shall be binding on the parties, their successors and assigns.

8. This Agreement may be executed in counterparts, and all said counterparts when taken together shall constitute one and the same Agreement.

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**[Signature page to follow]**

Property of Cook County Clerk's Office

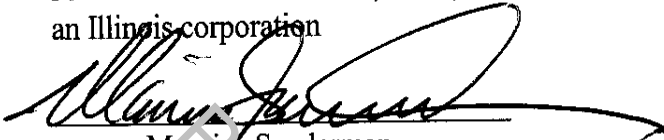
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IN WITNESS WHEREOF, the parties have executed this Note, Mortgage and Loan

Agreement Modification Agreement as of the day and year above first written.

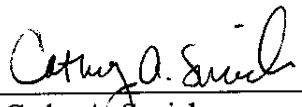
**BORROWER:**

**MARATHON CENTER, INC.,**  
an Illinois corporation

  
Maurice Sanderman,  
President

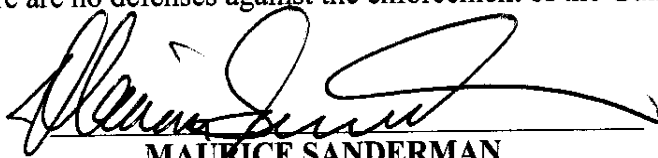
**LENDER:**

**CORUS BANK, N.A**

By:   
Cathy A. Sucich,  
Assistant Vice President

**GUARANTOR'S CONSENT**

By his signature below, Maurice Sanderman ("Guarantor"), as Guarantor under that certain Guaranty Agreement dated June 30, 1999, as previously amended and reaffirmed from time to time (the "Guaranty"), hereby consents to this Fourth Note, Mortgage and Loan Agreement Modification Agreement and all modifications to the Loan Documents contemplated herein, and agrees that (i) Guarantor is fully informed as to the conditions (financial and otherwise) of the Borrower and Premises, (ii) as of the Effective Date, Guarantor has no claim against Borrower or Lender, and (iii) the Guaranty, and all terms, conditions and provisions therein, shall otherwise remain unchanged, and the same are hereby ratified and confirmed. Guarantor warrants that the Guaranty is valid, binding and enforceable according to its terms and there are no defenses against the enforcement of the Guaranty according to its terms.

  
MAURICE SANDERMAN

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STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

I, Robin Laietmark, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Maurice Sanderman, President of Marathon Center, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporations, as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28<sup>th</sup> day of February 2006



[Signature]  
Notary Public

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

I, Rose Odesloo, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Cathy A. Sucich, Assistant Vice President of CORUS BANK, N.A., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of CORUS BANK, N.A., as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_ day of \_\_\_\_\_.



[Signature]  
Notary Public

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

I, Robin Laietmark, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Maurice Sanderman, 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 his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28<sup>th</sup> day of February 2006



[Signature]  
Notary Public



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## EXHIBIT "A"

### Legal Description

THAT PART OF THE NORTH HALF OF LOT 5 AND ALL OF LOT 6, 7, 8, AND 9 (EXCEPT THE NORTH 5-1/2 INCHES OF THE EAST 151 FEET OF LOT 9) (EXCEPT STREET) IN BLOCK 1 IN HAMBLETON WESTON AND DAVIS SUBDIVISION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 14-20-427-019-0000

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## EXHIBIT "A"

Legal Description

RETAIL PARKING  
 BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOT 5 AND  
 ON THE NORTHEASTERLY LINE OF NORTH DAYTON STREET AS DEDICATED PER  
 DOCUMENT NUMBER 53692; THENCE NORTH 29 DEGREES 52 MINUTES 59 SECONDS WEST  
 ALONG SAID NORTHEASTERLY LINE OF NORTH DAYTON STREET, 211.68 FEET; THENCE  
 NORTH 60 DEGREES 05 MINUTES 03 SECONDS EAST, 51.08 FEET; THENCE SOUTH 29  
 DEGREES 41 MINUTES 14 SECONDS EAST, 26.93 FEET; THENCE SOUTH 60 DEGREES  
 18 MINUTES 46 SECONDS WEST, 9.34 FEET; THENCE SOUTH 29 DEGREES 41 MINUTES  
 14 SECONDS EAST, 10.92 FEET; THENCE NORTH 60 DEGREES 18 MINUTES 46  
 SECONDS EAST, 25.98 FEET; THENCE NORTH 29 DEGREES 41 MINUTES 14 SECONDS  
 WEST, 7.16 FEET; THENCE NORTH 60 DEGREES 18 MINUTES 46 SECONDS EAST, 3.00  
 FEET; THENCE NORTH 29 DEGREES 59 MINUTES 04 SECONDS WEST, 30.76 FEET TO A  
 POINT ON THE NORTH LINE OF SAID LOT 9; THENCE SOUTH 89 DEGREES 36 MINUTES  
 49 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 9, 65.16 FEET; THENCE  
 SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 6.23 FEET; THENCE SOUTH 89  
 DEGREES 38 MINUTES 36 SECONDS EAST, 26.64 FEET; THENCE SOUTH 00 DEGREES  
 21 MINUTES 24 SECONDS WEST, 23.64 FEET; THENCE SOUTH 89 DEGREES 38  
 MINUTES 36 SECONDS EAST, 4.00 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24  
 SECONDS WEST, 35.36 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS  
 WEST, 58.66 FEET; THENCE SOUTH 60 DEGREES 18 MINUTES 46 SECONDS WEST,  
 37.12 FEET; THENCE SOUTH 29 DEGREES 41 MINUTES 14 SECONDS EAST, 68.83  
 FEET; THENCE NORTH 60 DEGREES 18 MINUTES 46 SECONDS EAST, 9.67 FEET;  
 THENCE NORTH 29 DEGREES 41 MINUTES 14 SECONDS WEST, 18.17 FEET; THENCE  
 SOUTH 60 DEGREES 18 MINUTES 46 SECONDS WEST, 0.40 FEET; THENCE NORTH 29  
 DEGREES 40 MINUTES 47 SECONDS EAST, 21.60 FEET; THENCE NORTH 00 DEGREES 21 MINUTES  
 24 SECONDS EAST, 8.31 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS  
 EAST, 118.65 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST,  
 17.86 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 6.61  
 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 39.00 FEET;  
 THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 8.96 FEET; THENCE  
 SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 17.31 FEET; THENCE SOUTH 89  
 DEGREES 38 MINUTES 36 SECONDS EAST, 43.93 FEET TO A POINT ON THE EAST  
 LINE OF SAID LOTS 5 THROUGH 9 BEING ALSO THE WEST LINE OF NORTH HALSTED  
 AVENUE; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID  
 WEST LINE OF NORTH HALSTED AVENUE, 28.05 FEET; THENCE NORTH 89 DEGREES 34  
 MINUTES 20 SECONDS WEST, 9.65 FEET; THENCE SOUTH 00 DEGREES 25 MINUTES 40  
 SECONDS WEST, 0.66 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 20 SECONDS  
 WEST, 13.72 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST,  
 5.75 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 51 SECONDS WEST, 36.11  
 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 49 SECONDS WEST, 11.49 FEET TO A  
 POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOT 5; THENCE NORTH 89  
 DEGREES 42 MINUTES 48 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH 1/2  
 OF SAID LOT 5, 138.51 FEET TO THE POINT OF BEGINNING IN COOK COUNTY,  
 ILLINOIS, LYING ABOVE AN ELEVATION VARYING BETWEEN 12.94 AND 15.36 (CITY  
 OF CHICAGO DATUM) AND BELOW AN ELEVATION OF 22.86 EXCEPTING THE AREA

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## EXHIBIT "A"

Legal Description

DESIGNATED AS TRASH ROOM BEGINNING 40.97 FEET OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOT 5 AND 48.25 WEST FROM SAID WEST LINE OF NORTH HALSTED AVENUE; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 15.90 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 11.27 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 16.90 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 11.27 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

GROUND FLOOR SOUTH RETAIL BEGINNING ON THE EAST LINE OF SAID LOTS 5 THROUGH 9 BEING ALSO THE WEST LINE OF NORTH HALSTED AVENUE, HAVING AN ASSUMED BEARING OF SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 95.74 FEET NORTH FROM THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID LOT 5; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 3.64 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 0.67 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 10.57 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 6.66 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 28.51 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 5.07 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 0.19 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 21.52 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 0.71 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 17.31 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 43.93 FEET TO A POINT ON THE EAST LINE OF SAID LOTS 5 THROUGH 9; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 49.90 FEET TO THE POINT OF BEGINNING, LYING ABOVE AN ELEVATION OF 15.03 (CITY OF CHICAGO DATUM) AND BELOW AN ELEVATION OF 25.25, IN COOK COUNTY, ILLINOIS;

GROUND FLOOR NORTH RETAIL AND FREIGHT ELEVATOR AND ELEVATOR MACHINE ROOM

NORTH RETAIL

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH 5-1/2 INCHES OF THE EAST 151 FEET OF SAID LOT 9; THENCE NORTH 89 DEGREES 35 MINUTES 45 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTH 5-1/2 INCHES, 38.43 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 12.91 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 23.87 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 4.44 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 15.34 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 11.60 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 59.01 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 12.29 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 4.73 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 11.27 FEET;

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## EXHIBIT "A"

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THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 6.00 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 35.36 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 16.06 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 18.97 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 5.51 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 5.92 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 16.70 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 23.48 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 9.67 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 16.85 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 20.34 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 2.98 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 1.39 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 1.71 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 7.14 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 8.79 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 10.40 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 0.67 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 3.44 FEET TO THE EAST LINE OF SAID LOTS 5 THROUGH 9 BEING ALSO THE WEST LINE OF NORTH HALSTED AVENUE; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE OF NORTH HALSTED AVENUE, 95.71 FEET TO THE POINT OF BEGINNING, LYING ABOVE AN ELEVATION OF 14.53 (CITY OF CHICAGO DATUM) AND BELOW AN ELEVATION OF 23.53, IN COOK COUNTY, ILLINOIS, ALSO

## FREIGHT ELEVATOR AND ELEVATOR MACHINE ROOM

COMMENCING ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOT 5, 138.45 FEET WEST FROM THE SOUTHEAST CORNER OF SAID NORTH 1/2 OF LOT 5; THENCE NORTH 00 DEGREES 21 MINUTES 22 SECONDS EAST, 19.25 FEET; THENCE NORTH 29 DEGREES 47 MINUTES 57 SECONDS WEST, 25.03 FEET; THENCE NORTH 29 DEGREES 05 MINUTES 37 SECONDS EAST, 17.53 FEET; THENCE SOUTH 29 DEGREES 41 MINUTES 14 SECONDS EAST, 18.13 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 26.02 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 34.00 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 17.05 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 7.87 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 1.86 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 1.17 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 1.86 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 27.53 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 1.86 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 1.17 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 2.50 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 0.95 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 16.42 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 1.37 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 1.36 FEET; THENCE NORTH 00

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## EXHIBIT "A"

Legal Description

DEGREES 21 MINUTES 24 SECONDS EAST, 18.16 FEET; THENCE NORTH 29 DEGREES 44 MINUTES 31 SECONDS WEST, 42.48 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 3.67 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 7.36 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 2.67 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 1.36 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 2.00 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 1.36 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 12.89 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 8.33 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 5.52 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 11.53 FEET TO THE POINT OF BEGINNING, LYING ABOVE AN ELEVATION OF 25.94 (CITY OF CHICAGO DATUM) AND BELOW AN ELEVATION OF 35.47, IN COOK COUNTY, ILLINOIS;

## FIRST FLOOR RETAIL

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH 5-1/2 INCHES OF THE EAST 151 FEET OF SAID LOT 9; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID LOTS 5 THROUGH 9 BEING ALSO THE WEST LINE OF NORTH HALSTED AVENUE, 210.93 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 12 SECONDS WEST, 4.94 FEET; THENCE NORTH 00 DEGREES 51 MINUTES 48 SECONDS EAST, 0.44 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 12 SECONDS WEST, 10.78 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 0.84 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 51 SECONDS WEST, 43.81 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 49 SECONDS WEST, 11.49 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 48 SECONDS WEST, 78.89 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 22 SECONDS EAST, 19.26 FEET; THENCE NORTH 29 DEGREES 47 MINUTES 57 SECONDS WEST, 25.03 FEET; THENCE NORTH 60 DEGREES 05 MINUTES 37 SECONDS EAST, 17.53 FEET; THENCE SOUTH 29 DEGREES 41 MINUTES 14 SECONDS WEST, 26.02 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 29.30 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 34.00 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 17.05 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 7.87 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 1.86 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 1.17 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 1.17 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 27.53 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 1.86 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 2.50 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 16.42 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 0.95 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 1.37 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 1.37 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 1.36 FEET; THENCE NORTH 00



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## EXHIBIT "A"

### Legal Description

DEGREES 21 MINUTES 24 SECONDS EAST, 18.16 FEET; THENCE NORTH 29 DEGREES 44 MINUTES 31 SECONDS WEST, 42.48 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 3.67 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 11.53 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 5.52 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 8.33 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 12.89 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 0.81 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 1.36 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 36 SECONDS EAST, 17.05 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 25.76 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 1.86 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 1.86 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 1.86 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 9.83 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 1.86 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 0.66 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 5.44 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 20.94 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 0.93 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 18.34 FEET TO THE POINT ON THE SOUTH LINE OF THE NORTH 5-1/2 INCHES OF THE EAST 151 FEET OF SAID LOT 9; THENCE SOUTH 89 DEGREES 35 MINUTES 45 SECONDS EAST ALONG SAID SOUTH LINE OF THE NORTH 5-1/2 INCHES, 72.70 FEET TO THE POINT OF BEGINNING, LYING ABOVE AN ELEVATION VARYING BETWEEN 25.28 AND 26.94 (CITY OF CHICAGO DATUM) AND BELOW AN ELEVATION VARYING BETWEEN 34.10 AND 38.71 IN COOK COUNTY, ILLINOIS, ALSO

STAIR 6

BEGINNING ON THE EAST LINE OF SAID LOTS 5 THROUGH 9, HAVING AN ASSUMED BEARING OF SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 11.68 FEET NORTH FROM THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID LOT 5, THENCE NORTH 89 DEGREES 08 MINUTES 012 SECONDS WEST, 4.94 FEET; THENCE NORTH 00 DEGREES 51 MINUTES 048 SECONDS EAST, 0.44 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 012 SECONDS WEST, 10.78 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 000 SECONDS WEST, 0.84 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 051 SECONDS WEST, 7.70 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 024 SECONDS EAST, 5.75 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 020 SECONDS EAST, 13.72 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 040 SECONDS EAST, 0.66 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 020 SECONDS EAST, 9.65 FEET TO A POINT ON THE EAST LINE OF SAID LOTS 5 THROUGH 9; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID EAST LINE OF LOTS 5 THROUGH 9, 6.11 FEET TO THE POINT OF BEGINNING, LYING ABOVE AN ELEVATION OF 15.36 (CITY OF CHICAGO DATUM) AND BELOW AN ELEVATION OF 26.94, IN COOK COUNTY, ILLINOIS; EXCEPTING THEREFROM THE FOLLOWING COMMON AREAS:

STAIR 1

COMMENCING ON THE EAST LINE OF SAID LOTS 5 THROUGH 9, HAVING AN ASSUMED BEARING OF SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 95.74 FEET NORTH

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## EXHIBIT "A"

Legal Description

FROM THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID LOT 5; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 3.64 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 0.67 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 10.57 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 6.66 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 28.51 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 43.65 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 0.18 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 9.67 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 23.17 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 9.67 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 23.17 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

STAIR 2  
ASSUMED BEARING OF SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 95.74 FEET NORTH FROM THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID LOT 5; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 3.64 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 0.67 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 10.57 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 28.51 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 5.07 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 0.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 9.67 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 21.52 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 9.67 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 21.52 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS;

ELEVATORS 1 AND 2  
COMMENCING ON THE EAST LINE OF SAID LOTS 5 THROUGH 9, HAVING AN ASSUMED BEARING OF SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 95.74 FEET NORTH FROM THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID LOT 5; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 3.64 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 0.67 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 10.57 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 6.66 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 28.51 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 13.07 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 6.85 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 17.00 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 6.85 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 17.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

TRASH CHUTE  
COMMENCING ON THE EAST LINE OF SAID LOTS 5 THROUGH 9, HAVING AN ASSUMED BEARING OF SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 95.74 FEET NORTH FROM THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID LOT 5; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 3.64 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 0.67 FEET; THENCE NORTH 89 DEGREES 38 MINUTES

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## EXHIBIT "A"

### Legal Description

36 SECONDS WEST, 10.57 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 6.66 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 28.51 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 5.07 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 0.19 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 38.73 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 3.88 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 4.54 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 3.88 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 4.54 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS;

#### COMMON COMMERCIAL PARCEL

PART AT THE GROUND FLOOR BEGINNING ON THE SOUTH LINE OF THE NORTH 5-1/2 INCHES OF THE EAST 151 FEET OF SAID LOT 9, 38.43 FEET WEST FROM THE SOUTHEAST CORNER OF SAID NORTH 5-1/2 INCHES; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 12.91 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 23.87 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 4.44 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 15.34 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 11.60 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 59.01 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 12.29 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 4.73 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 11.27 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 10.00 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 23.64 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 26.64 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 6.23 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 9; THENCE SOUTH 89 DEGREES 36 MINUTES 49 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 9, 17.56 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 9, 0.46 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 45 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 9, 112.57 FEET TO THE POINT OF BEGINNING, LYING ABOVE AN ELEVATION VARYING BETWEEN 12.94 AND 17.61 (CITY OF CHICAGO DATUM) AND BELOW AN ELEVATION OF 24.61, ALSO

#### PART AT THE FIRST FLOOR

BEGINNING ON THE SOUTH LINE OF THE NORTH 5-1/2 INCHES OF THE EAST 151 FEET OF SAID LOT 9 HAVING A BEARING OF NORTH 39 DEGREES 35 MINUTES 45 SECONDS WEST, 72.79 FEET WEST FROM THE SOUTHEAST CORNER OF SAID NORTH 5-1/2 INCHES; THENCE CONTINUING ON SAID SOUTH LINE OF THE NORTH 5-1/2 INCHES, 4.95 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 23.27 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 1.42 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 16.01 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 36 SECONDS EAST, 7.30 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, 20.94 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 36 SECONDS WEST, 0.93 FEET; THENCE NORTH 00 DEGREES 21

MINUTES 24 SECONDS EAST, 18.34 FEET TO THE POINT OF BEGINNING, LYING ABOVE AN ELEVATION VARYING BETWEEN 25.23 AND 25.94 (CITY OF CHICAGO DATUM) AND BELOW AN ELEVATION OF 37.10, IN COOK COUNTY, ILLINOIS.