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4373149 (142)

ACCOMMODATION MORTGAGE AND SECURITY AGREEMENT

THIS ACCOMMODATION MORTGAGE AND SECURITY AGREEMENT (collectively, hereinafter the "**Mortgage**") made this 31 day of July, 2006, by **WILSON YARD DEVELOPMENT I, LLC**, an Illinois limited liability company ("**Mortgagor**") with a mailing address at c/o Holsten Real Estate Development Corporation, 1333 N. Kingsbury, Suite 305, Chicago, Illinois 60622, to **ALLIANT CAPITAL, LTD.**, a Florida limited partnership ("**Mortgagee**"), with a mailing address at 340 Royal Poinciana Way, Suite 305, Palm Beach, Florida 33480.

WITNESSETH:

WHEREAS, reference is hereby made to (i) a promissory note of even date herewith from Wilson Yard Partners, L.P., an Illinois limited partnership ("**Wilson Partners**"), to Mortgagee in the principal sum of Five Hundred Thousand and No/100 Dollars (\$500,000) ("**Note A**"), plus interest in the amount as provided and evidenced by such Note A, and a loan agreement of even date herewith by and among Wilson Partners, Mortgagee and certain other parties ("**Loan Agreement A**"), and (ii) a promissory note of even date herewith from Wilson Yard Senior Housing, L.P., an Illinois limited partnership ("**Wilson Seniors**"), to Mortgagee in the principal sum of Five Hundred Thousand and No/100 Dollars (\$500,000) ("**Note B**"), plus interest in the amount as provided and evidenced by such Note B, and a loan agreement of even date herewith by and among Wilson Seniors, Mortgagee and certain other parties ("**Loan Agreement B**"). Note A and Note B, and all renewals, replacements, modifications of or substitutions thereof, shall hereinafter be referred to as the "**Notes**" and Loan Agreement A and Loan Agreement B, and all renewals, replacements, modifications of or substitutions thereof, shall hereinafter be referred to as the "**Loan Agreements**". The indebtedness evidenced by the Notes and the Loan Agreements, including principal and all interest thereon, and all of the other obligations of the parties other than Mortgagee under the other Loan Documents (as defined below), and all the obligations of Mortgagor hereunder, is hereinafter called the "**Obligations**".

NOW, THEREFORE, to secure (a) the payment and performance of the Obligations, (b) the repayment of any advances or expenses of any kind made or incurred by Mortgagee pursuant to the provisions of or on account of the Notes, the Loan Agreements or this Mortgage, and (c) the performance and observance of all the terms, covenants, provisions and agreements of this Mortgage, the Notes, the Loan Agreements, and any and all other document executed or delivered to Mortgagee in connection therewith (collectively, the "**Loan Documents**"), the parties agree as follows:

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The Mortgagor hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages and confirms unto this Mortgagee, and grants a security interest in, the real estate described in Exhibit A attached hereto and made a part hereof, which with the property, estates and interests hereinafter described is referred to herein as the "**Property**," together with:

(a) all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of Mortgagor, of, in and to the same and of, in and to every part and parcel thereof;

(b) all right, title and interest of Mortgagor, if any, in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the above described Property to the center line thereof;

(c) all machinery, apparatus, equipment, fittings, fixtures, appliances, and articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon the Property or any part thereof, and used or useable in connection with any present or future operation of said Property and the improvements located thereon (the "**Equipment**") and now owned or hereafter acquired by Mortgagor. It is expressly understood that this Mortgage shall also constitute a security agreement under the Illinois Uniform Commercial Code, and that Mortgagee shall, at Mortgagee's option, and without limiting all other rights of Mortgagee as contained herein, be entitled to exercise all rights and remedies as a secured creditor under the Illinois Uniform Commercial Code in the event of a default hereunder by Mortgagor. This Mortgage shall also serve as a financing statement under the Illinois Uniform Commercial Code, and is intended to be recorded in the real estate records of Cook County, Illinois; and

(d) any and all awards or payments (to be disbursed and applied as hereinafter provided), including interest thereon, and the right to receive the same, which may be made with respect to the Property as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the Property, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment, and of the reasonable attorneys' fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment. Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by Mortgagee to confirm such assignment to Mortgagee of any such award or payment.

Mortgagor further covenants and agrees with Mortgagee as follows:

1. **Payment.** Mortgagor will pay and perform the Obligations at the time and in the manner required by the terms of the agreements evidencing the Obligations.

2. **Insurance.** Mortgagor will keep the buildings and other improvements on the Property and the Equipment insured for the benefit of Mortgagee against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles and smoke, all in amounts approved by Mortgagee not exceeding 100% of full insurable value, and when and to the extent required by Mortgagee, against any other risk insured against by persons operating like properties in the locality of the Property; that regardless of the types or amounts of insurance required and approved by Mortgagee; Mortgagor will assign and deliver to Mortgagee all policies of insurance which insure against any loss or damage to the Property, as collateral and further security for the payment of the money secured by this Mortgage, with loss payable to Mortgagee pursuant to the Illinois standard or other mortgagee clause, without contribution, satisfactory to Mortgagee; that such policy or policies shall,

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provided that they cannot be modified or canceled, except after thirty (30) days written notice to Mortgagee;

(a) Not less than thirty (30) days prior to the expiration dates of each policy required of Mortgagor pursuant to this Article, Mortgagor will deliver to Mortgagee a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to Mortgagee; and

(b) In the event of a foreclosure of this Mortgage the purchaser of the Property shall succeed to all the rights of Mortgagor, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to Mortgagee pursuant to the provisions of this Article.

3. Inspection. Mortgagee and any other person authorized by Mortgagee shall have the right to enter and inspect the Property at all reasonable times.

4. Mortgagee's Right to Perform. In the event of any default in the performance of any of Mortgagor's covenants or agreements herein, Mortgagee may, at the option of Mortgagee, perform the same and the cost expended by Mortgagee shall be added to the outstanding principal amount then secured by the Notes.

5. Taxes, Assessments and Utilities. Mortgagor shall pay all taxes, assessments, water rates, sewer rents and other charges and any prior liens now or hereafter assessed or liens on or levied against the Property, or any part thereof prior to the date that any penalty or interest accrues thereon.

6. Appointment of a Receiver. Mortgagee, in any action to foreclose this Mortgage, or upon the actual or threatened waste to any part of the Property, shall be at liberty to apply for the appointment of a receiver of the rents, incomes, issues and profits of or from the Property, ex parte and without notice, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Property as security for the amounts due Mortgagee, or the solvency of any person or corporation liable for the payment of such amounts. To the extent permitted by law, Mortgagor consents to the appointment of a receiver without notice.

7. Mortgagor's Representations. Mortgagor represents and warrants that it is indefeasibly seized of the Property in fee simple and is the owner of the Equipment, and that Mortgagor has full power and lawful right to mortgage the Property. Mortgagor at its expense will warrant and defend to Mortgagee and its successors and assigns said estate in the Property and the Equipment and the interest of Mortgagor therein and thereto against all claims and demands of all persons whomsoever, except for the matters constituting Permitted Encumbrances (as defined in the Loan Agreements).

8. Due on Sale or Encumbrance. Should the title to the Property, or any part thereof or any interest therein, be transferred to any person, firm or entity other than Mortgagor or should the ownership of the Property, or any part thereof, become vested in any owner other than Mortgagor, or should any lien or encumbrance, voluntary or involuntary, be placed against the Property, or in any of the foregoing events, the entire principal balance due under the Obligations, together with all accrued interest thereunder, shall at the election of Mortgagor, be and become immediately due and payable in full, subject to applicable law; provided, however, that the foregoing shall not apply to the sale of a portion of the Property by Mortgagor to Wilson Seniors.

9. Other Security. Mortgagee may resort for the payment of the indebtedness secured hereby to any other security therefore held by Mortgagee in such order and manner as Mortgagee may elect in its sole discretion. To the fullest extent permitted by applicable law, Mortgagor waives any and all rights it may have to require marshaling of assets.

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10. Costs of Collection. In the event that Mortgagee shall incur or expend any sums, including reasonable attorneys' fees, whether in connection with any action or proceeding or not, to sustain the lien of this Mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, or for any title examination or title insurance policy relating to the title to the Property, all such sums shall on notice and demand be paid by Mortgagor, together with the interest thereon at the rate applicable under the Notes from and after maturity, and shall be a lien on the Property, prior to any right or title to, interest in, or claim upon the Property subordinate to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage and evidenced by the Notes; and that in any action or proceeding to foreclose this Mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.

11. Maintenance of Property. Mortgagor shall maintain the Property in good condition and repair, shall not commit or suffer any waste of the Property and shall comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the premises.

12. Eminent Domain. In connection with any taking by eminent domain, alteration of the grade of any street, or any other condemnation by any public or quasi-public authority or corporation, any award or payment may, at the option of Mortgagee, be retained and applied by Mortgagee toward payment of the moneys secured by this Mortgage, or be paid over wholly or in part to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Property which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the Property, or for any other purpose or object satisfactory to Mortgagee.

13. No Waiver. Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by Mortgagor.

14. Subsequent Modifications. This Mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

15. Compliance with Usury Laws. Nothing herein contained, nor in the Notes secured hereby or any instrument or transaction related thereto, shall be construed or so operate as to require Mortgagor, maker, or any person liable for the payment of the loan evidenced by the Notes, to pay interest in an amount or at a rate greater than the maximum allowed by law. Should any interest or other charges in the nature of the interest paid by Mortgagor, maker, or any person liable for the payment of the loan made pursuant to said Notes, result in the computation or earning of interest in excess of the maximum rate or amount of interest allowed by law, then any and all such excess shall be and the same is hereby waived by Mortgagee and all such excess shall be automatically credited against and in reduction of the principal balance, and any portion of said excess which exceeds the principal balance shall be paid by the holder hereof to Mortgagor or other payor of such excess, it being the intent of the parties hereto that under no circumstances shall Mortgagor, maker or any person liable for the payment of the loan hereunder, be required to pay interest in excess of the maximum rate or amount allowed by law.

16. Attorneys' Fees. Wherever provision is made herein for payment of reasonable attorneys' fees or expenses incurred by Mortgagee, said provision shall include, but not be limited to, reasonable attorneys' fees or expenses incurred in any and all judicial, bankruptcy, reorganization, administrative, or

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other proceedings, including appellate proceedings, whether such proceedings arise before or after entry of a final judgment.

17. Default. Any of the following shall each be an Event of Default under this Mortgage: (1) failure to pay any sum, whether principal, interest or otherwise, which is due under the Obligations and such failure shall continue for ten days following the date payment is due; or (2) failure to pay any tax, assessment, utility charge, or other charge against the Property or any part thereof as and when required by this Mortgage; (3) failure to keep in force the policies of insurance required by this Mortgage; (4) any unpermitted sale, transfer (whether voluntary or by operation of law), conveyance or further encumbrancing of all or any part of the Property or any interest therein, (5) Mortgagor's failure to comply with a requirement, order or notice of violation of a law, ordinance or regulation issued or promulgated by any political subdivision or governmental department claiming jurisdiction over the Property or any operation conducted on the Property or (6) if Mortgagor shall make an assignment for the benefit of creditors, file a petition in bankruptcy, apply to or petition any tribunal for the appointment of a custodian, receiver, intervenor or trustee for such Mortgagor or a substantial part of such Mortgagor's assets, or if Mortgagor shall commence any proceeding under any bankruptcy, arrangement, readjustment of debt, dissolution or liquidation law or statutes of any jurisdiction, whether now or hereafter in effect, or if any Mortgagor shall by act or omission approve, consent to or acquiesce in the filing of any such petition or application against such Mortgagor or the appointment of any such custodian, receiver, intervenor or trustee or the entry of an order for relief with respect to such Mortgagor (which order is not vacated within 90 days after the entry thereof) or if any such petition or application shall have been filed or proceeding commenced against Mortgagor or in which an order for relief is entered, or if Mortgagor shall suffer any such appointment of a custodian, receiver, intervenor or trustee; (7) Mortgagor's failure to comply with any other covenant or condition set forth in this Mortgage; or (8) a default occurs and continues after any applicable notice and cure period under any Note, any Loan Agreement or any other document or instrument which evidences or secures the Obligations.

18. Mortgagee's Remedies Upon Occurrence of an Event of Default. Upon the occurrence of any Event of Default, the whole of the principal sum and interest evidenced by the Obligations shall become due at the option of Mortgagee immediately and without notice. Mortgagee shall have the additional right to exercise all rights and remedies available to mortgagees under the laws of the State of Illinois, whether at law or in equity. Notwithstanding the foregoing if such Event of Default does not involve the payment of a Note when due, then no acceleration shall have occurred and Mortgagee shall not have the right to exercise its rights as a mortgagee until the Mortgagor is given notice of such Event of Default and such Event of Default is not cured within that period of time which is the greater of (a) thirty (30) days after written notice thereof to the Mortgagor or (b) that period of time provided for the curing of such default in any Loan Agreement, this Mortgage, or any other document or instrument which evidences or secures the Obligations, as the case may be.

19. Non-Borrower Provisions. This Mortgage secures the Notes and the other Loan Documents which are made by a party or parties ("**Borrower**") not identical to the party or parties constituting Mortgagor, as such, the party or parties constituting Mortgagor agree as follows:

(a) Conditions to Exercise of Rights. Mortgagor hereby waives any right it may now or hereafter have to require Mortgagee, as a condition to the exercise or any remedy or other right against Mortgagor hereunder or under any other document executed by Mortgagor in connection with any of the Obligations: (i) to proceed against Borrower or other person, or against any other collateral assigned to Mortgagee by Mortgagor or any Borrower or other person; (ii) to pursue any other right or remedy in Mortgagee's power; and (iii) to make or give (except as otherwise expressly provided in the Loan Documents) any presentment, demand, protest, notice of dishonor, notice of protest or any collateral (other than the Property) for any Obligation.

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(b) **Defenses.** Mortgagor hereby waives any defenses it may now or hereafter have that relates to: (i) any disability or other defense of any Borrower or other person; (ii) the cessation, from any cause other than full performance, of the obligations of Borrower or any other person; (iii) the application of the proceeds of any Obligation, by any Borrower or other person, for purposes other than the purposes represented to Mortgagor by any Borrower or otherwise intended or understood by Mortgagor or any Borrower; (iv) any act or omission by Mortgagor which directly or indirectly results in or contributes to the release of any Borrower or other person or any collateral for any Obligation; (v) the unenforceability of invalidity of any collateral assignment (other than this Mortgage) or guaranty with respect to any Obligation, or the lack of perfection or continuing perfection of lack of priority of any lien (other than the lien hereof) which secures any Obligation; (vi) any failure of Mortgagee to marshal assets in favor of Mortgagor or any other person; (vii) any modification of any Obligation, including any renewal, extension, acceleration or increase in interest rate; (viii) any and all rights and defenses arising out of an election of remedies by Mortgagee; (ix) any law which provides that the obligation of a surety or guarantor must neither be larger in amount nor in other respects more burdensome than that of the principal or which reduces a surety's or guarantor's obligation in proportion to the principal obligation; (x) any failure of Mortgagee to file or enforce a claim in any bankruptcy or other proceeding with respect to any person; (xi) the election by Mortgagee, in any bankruptcy proceeding of any person, of the application or non-application of Section 1111(b)(2) of the United States Bankruptcy Code; (xii) any extension of credit or the grant of any lien under Section 364 of the United States Bankruptcy Code; (xiii) any use of cash collateral under Section 363 of the United States Bankruptcy Code; or (xiv) any agreement or stipulation with respect to the provision of adequate protection in any bankruptcy proceeding of any person. Mortgagor further waives any and all rights and defenses that Mortgagor may have because Borrower's debt is secured by real property; this means, among other things, that Mortgagee may collect from Mortgagee without first foreclosing on any real or personal property collateral pledged by Borrower.

(c) **Subrogation.** Mortgagor hereby waives, until such time as all Obligations are fully performed: (i) any right of subrogation against any Borrower that relates to any Obligation; (ii) any right to enforce any remedy Mortgagor may now or hereafter have against Borrower that relates to any Obligation; and (iii) any right to participate in any collateral now or hereafter assigned to Mortgagee with respect to any Obligation.

(d) **Borrower Information.** Mortgagor warrants and agrees: (i) that Mortgagee would not make the Loan but for this Mortgage; (ii) that Mortgagor has not relied, and will not rely, on any representations or warranties by Mortgagee to Mortgagor with respect to the credit worthiness of any Borrower or the prospects of repayment of any Obligation from sources other than the Property; (iii) that Mortgagor has established and/or will establish adequate means of obtaining from each Borrower on a continuing basis financial and other information pertaining to the business operations, if any, and financial condition of each Borrower; (iv) that Mortgagor assumes full responsibility for keeping informed with respect to each Borrower's business operations, if any, and financial conditions; (v) that Mortgagee shall have no duty to disclose or report to Mortgagor any information now or hereafter known to Mortgagee with respect to any Borrower; and (vi) that Mortgagor is familiar with the terms and conditions of the Loan Documents and consents to all provisions thereof.

(e) **Reinstatement of Lien.** Mortgagee's rights hereunder shall be reinstated and revived, and the enforceability of this Mortgage shall continue, with respect to any amount at any time paid on account of any Obligation which Mortgagee is thereafter required to restore or return in connection with a bankruptcy, insolvency, reorganization or similar proceeding with respect to any Borrower.

(f) **Subordination.** Until all of the Obligations have been fully paid and performed: (i) Mortgagor hereby agrees that all existing and future indebtedness and other obligations, other than under

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any purchase and sale agreement for the purchase of all or a portion of the Property, of each Borrower to Mortgagor (collectively, the "**Subordinated Debt**") shall be and are hereby subordinated to all Obligations which constitute obligations of the applicable Borrower, and the payment thereof is hereby deferred in right of payment to the prior payment and performance of all such Obligations; and (ii) in the event that, notwithstanding the foregoing, any payment by, or distribution of assets of, any Borrower with respect to any Subordinated Debt is received by Mortgagor after a default by Mortgagor hereunder or by a Borrower under a Loan Agreement, such payment or distribution shall be held in trust and immediately paid over to Mortgagee, is hereby assigned to Mortgagee as security for the Obligations and shall be held by Mortgagee in an interest bearing account until all Obligations have been paid in full.

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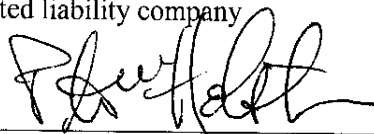
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IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed on the day and year first above written.

MORTGAGOR:

WILSON YARD DEVELOPMENT I, LLC,
an Illinois limited liability company

By:



Peter Holsten, Managing Member

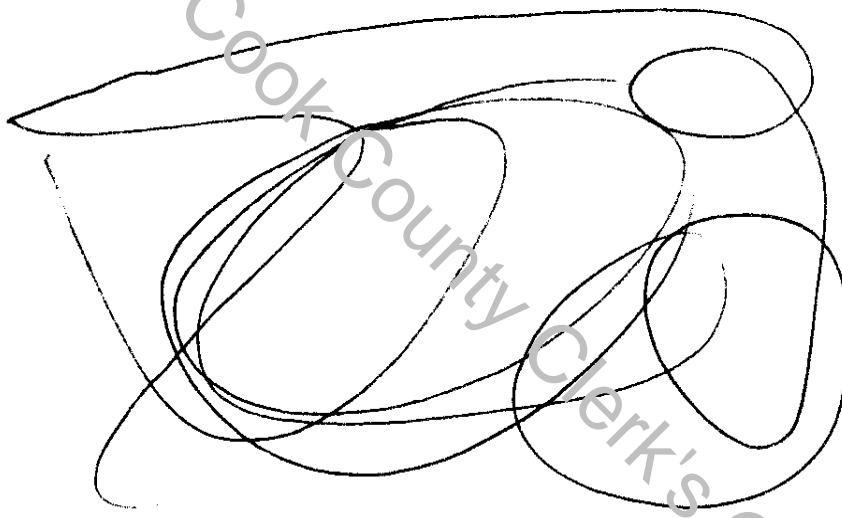
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EXHIBIT A
LEGAL DESCRIPTION

Attached

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UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION****PARCEL 1: (CTA PARCEL)**

THAT PART OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF BROADWAY, 1,124 FEET SOUTHEAST FROM THE SOUTH LINE OF WILSON AVENUE, MEASURED ALONG THE WESTERLY LINE OF BROADWAY;

THENCE SOUTHWESTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY 55 FEET;

THENCE SOUTHWESTERLY 23.32 FEET TO A POINT 75 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF BROADWAY, AS MEASURED AT RIGHT ANGLES THERETO, AND 12 FEET SOUTHERLY FROM THE FIRST DESCRIBED COURSE PRODUCED SOUTHWESTERLY, MEASURED AT RIGHT ANGLES THERETO;

THENCE CONTINUING SOUTHERLY ON A STRAIGHT LINE 30.87 FEET TO A POINT 88 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF BROADWAY, MEASURED AT RIGHT ANGLES THERETO;

THENCE SOUTHERLY ALONG A STRAIGHT LINE PARALLEL WITH AND 88 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF BROADWAY, MEASURED AT RIGHT ANGLES THERETO; 64.03 FEET;

THENCE SOUTHERLY ON A STRAIGHT LINE, 62.62 FEET TO A POINT 114 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF BROADWAY, AS MEASURED AT RIGHT ANGLES THERETO AND 47.41 FEET NORTHWESTERLY OF THE NORTH LINE OF MONTROSE AVENUE, MEASURED ON A LINE PARALLEL WITH THE WESTERLY LINE OF BROADWAY;

THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED PARALLEL LINE, 47.41 FEET TO THE NORTH LINE OF MONTROSE AVENUE;

THENCE WEST ON THE NORTH LINE OF MONTROSE AVENUE, A DISTANCE OF 277.84 FEET TO A POINT;

THENCE NORTHERLY ALONG A STRAIGHT LINE, WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 112 DEGREES 08 MINUTES 08 SECONDS FROM EAST TO NORTHWEST, WITH SAID NORTH LINE OF MONTROSE AVENUE, A DISTANCE 42.60 FEET TO A POINT;

THENCE CONTINUING NORTHERLY ALONG A STRAIGHT LINE, WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 168 DEGREES 33 MINUTES 30 SECONDS FROM SOUTH THROUGH EAST TO NORTH, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 422.14 FEET TO A POINT;

THENCE CONTINUING NORTHERLY ALONG A STRAIGHT LINE, WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 177 DEGREES 45 MINUTES 33 SECONDS, FROM SOUTH THROUGH EAST TO NORTH, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 26.51 FEET TO A POINT;

THENCE CONTINUING NORTHERLY ALONG A STRAIGHT LINE, WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 183 DEGREES 10 MINUTES 25 SECONDS, FROM SOUTH THROUGH EAST TO

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LEGAL DESCRIPTION (CONT.)

NORTH, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 131.04 FEET TO A POINT;

THENCE EASTERLY ALONG A STRAIGHT LINE, WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, FROM SOUTH TO EAST, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 32.80 FEET TO A POINT;

THENCE NORTHERLY ALONG A STRAIGHT LINE, WHICH FORMS THE CLOCKWISE ANGLE OF 91 DEGREES 31 MINUTES 33 SECONDS, FROM WEST TO NORTH, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 180.32 FEET TO A POINT;

THENCE EASTERLY ALONG A STRAIGHT LINE, WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 94 DEGREES 52 MINUTES 30 SECONDS, FROM SOUTH TO EAST, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 15.43 FEET;

THENCE NORTHERLY ALONG A STRAIGHT LINE, WHICH FORMS THE CLOCKWISE ANGLE OF 89 DEGREES 59 MINUTES 58 SECONDS, FROM WEST TO NORTH, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 59.42 TO A POINT;

THENCE NORTHWESTERLY ALONG A STRAIGHT LINE, WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 178 DEGREES 16 MINUTES 20 SECONDS, FROM SOUTH THROUGH EAST TO NORTH, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 148.08 FEET TO A POINT;

THENCE NORTHERLY ALONG A STRAIGHT LINE, WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 178 DEGREES 07 MINUTES 36 SECONDS, FROM SOUTHEAST THROUGH EAST TO NORTH, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 94.43 FEET TO A POINT;

THENCE EAST ALONG A STRAIGHT LINE WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 78 DEGREES 37 MINUTES 46 SECONDS, FROM SOUTH TO EAST, WITH THE LAST DESCRIBED LINE, SAID LINE BEING ALSO 168 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF WEST WILSON AVENUE, A DISTANCE OF 15.87 FEET TO A POINT ON A LINE.

SAID LINE BEING DEFINED AS HAVING A NORTHERLY TERMINUS ON THE SOUTH LINE OF WEST WILSON AVENUE 39.72 FEET WEST OF THE INTERSECTION OF THE WESTERLY LINE OF BROADWAY, FORMERLY EVANSTON AVENUE, WITH THE SOUTH LINE OF WILSON AVENUE AND A SOUTHERLY TERMINUS AT A POINT DEFINED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF BROADWAY, FORMERLY EVANSTON AVENUE, WITH THE SOUTH LINE OF WILSON AVENUE; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF BROADWAY 465 FEET; THENCE SOUTHWESTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY, 85 FEET; THENCE NORTHWESTERLY ON A LINE PARALLEL WITH AND 85 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF BROADWAY, 96 FEET;

THENCE SOUTHERLY ALONG SAID LINE

DEFINED AS HAVING A NORTHERLY TERMINUS ON THE SOUTH LINE OF WEST WILSON AVENUE 39.72 FEET WEST OF THE INTERSECTION OF THE WESTERLY LINE OF BROADWAY, FORMERLY EVANSTON AVENUE, WITH THE SOUTH LINE OF WILSON AVENUE AND A SOUTHERLY TERMINUS AT A POINT DEFINED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF BROADWAY, FORMERLY EVANSTON AVENUE, WITH THE SOUTH LINE OF WILSON AVENUE; THENCE

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LEGAL DESCRIPTION (CONT.)

SOUTHEASTERLY ALONG THE WESTERLY LINE OF BROADWAY 465 FEET; THENCE SOUTHWESTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY, 85 FEET; THENCE NORTHWESTERLY ON A LINE PARALLEL WITH AND 85 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF BROADWAY, 96 FEET; THENCE SOUTHWESTERLY ON A COURSE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY 4.11 FEET TO THE SOUTHERLY TERMINUS OF SAID LINE,

A DISTANCE OF 213.71 FEET TO A POINT; SAID POINT BEING ALSO THE SOUTHERLY TERMINUS OF THE ABOVE DESCRIBED LINE;

THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 4.11 FEET TO A POINT;

THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH AND 85 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 96 FEET TO A POINT;

THENCE NORTHEASTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 85 FEET TO A POINT ON THE WESTERLY LINE OF BROADWAY;

THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE OF BROADWAY, A DISTANCE OF 10 FEET TO A POINT;

THENCE SOUTHWESTERLY ALONG A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 70 FEET TO A POINT;

THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 25 FEET TO A POINT;

THENCE SOUTHWESTERLY ALONG A LINE PERPENDICULAR TO THE WEST LINE OF BROADWAY, A DISTANCE OF 25 FEET TO A POINT;

THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH AND 95 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 200 FEET TO A POINT;

THENCE SOUTHWESTERLY ALONG A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 5 FEET TO A POINT;

THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH AND 100 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 400 FEET TO A POINT;

THENCE NORTHEASTERLY ALONG A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 100.00 FEET TO A POINT ON THE WESTERLY LINE OF BROADWAY;

THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE OF BROADWAY, A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXCEPTING FROM SAID PARCEL 1 ALL THAT PART THEREOF DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY LINE OF BROADWAY (ORIGINALLY KNOWN AS EVANSTON AVENUE) 396.01 FEET SOUTHEASTERLY FROM THE SOUTH LINE OF WILSON AVENUE AS MEASURED ALONG THE WESTERLY LINE OF BROADWAY;

THENCE SOUTHWESTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 89.11 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 16 DEGREES 43 MINUTES 29 SECONDS WEST, A DISTANCE OF 213.70 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 55 SECONDS WEST, A DISTANCE OF 15.87 FEET;

THENCE SOUTH 11 DEGREES 22 MINUTES 09 SECONDS EAST, A DISTANCE OF 94.43 FEET;

THENCE SOUTH 13 DEGREES 14 MINUTES 33 SECONDS EAST, A DISTANCE OF 128.46 FEET;

THENCE NORTHEASTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 32.13 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: (ASUZA PARCEL)

THAT PART OF THAT NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF BROADWAY, 1,124 FEET SOUTHEASTERLY FROM THE SOUTH LINE OF WILSON AVENUE, MEASURED ALONG THE WESTERLY LINE OF BROADWAY; THENCE SOUTHWESTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY 55 FEET; THENCE SOUTHWESTERLY 23.32 FEET TO A POINT 75 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF BROADWAY, MEASURED AT RIGHT ANGLES THERETO AND 12 FEET SOUTHERLY FROM THE FIRST DESCRIBED COURSE PRODUCED SOUTHWESTERLY MEASURED AT RIGHT ANGLES THERETO; THENCE CONTINUING SOUTHERLY ON A STRAIGHT LINE 30.87 FEET TO A POINT 88 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF BROADWAY, MEASURED AT RIGHT ANGLES THERETO AND 40 FEET SOUTH OF THE FIRST DESCRIBED COURSE PRODUCED SOUTHWESTERLY MEASURED AT RIGHT ANGLES THERETO; THENCE SOUTHEASTERLY ON A LINE PARALLEL WITH AND 88 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF BROADWAY, MEASURED AT RIGHT ANGLES THERETO, 64.03 FEET; THENCE SOUTHERLY ON A STRAIGHT LINE 62.62 FEET TO A POINT 114 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF BROADWAY, MEASURED AT RIGHT ANGLES THERETO, AND 47.41 FEET NORTHWESTERLY OF THE NORTH LINE OF MONTROSE AVENUE, MEASURED ON A LINE PARALLEL WITH THE WESTERLY LINE OF BROADWAY; THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED PARALLEL LINE 47.41 FEET TO NORTH LINE OF MONTROSE AVENUE; THENCE EAST ON THE NORTH LINE OF MONTROSE AVENUE 125.31 FEET, MORE OR LESS TO ITS INTERSECTION WITH THE WESTERLY LINE OF BROADWAY; THENCE NORTHWESTERLY ON THE WESTERLY LINE OF BROADWAY 260.43 FEET MORE OR LESS TO THE

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POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3: (MONTROSE PARCEL)

THAT PART OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WESTERLY LINE OF BROADWAY ROAD (FORMERLY EVANSTON AVENUE), 475 FEET SOUTHEASTERLY FROM THE SOUTH LINE OF WILSON AVENUE; THENCE CONTINUING SOUTHEASTERLY ON THE WESTERLY LINE OF BROADWAY ROAD, 225 FEET; THENCE SOUTHWESTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY ROAD, 95 FEET; THENCE NORTHWESTERLY ON A LINE PARALLEL WITH AND 95 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES, TO THE WESTERLY LINE OF BROADWAY ROAD, 200 FEET; THENCE NORTHEASTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY ROAD, 25 FEET; THENCE NORTHWESTERLY ON A LINE PARALLEL WITH THE WESTERLY LINE OF BROADWAY ROAD, 25 FEET; THENCE NORTHEASTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY ROAD 70 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM PARCELS 1 AND 2 ALL THAT PART THEREOF DESCRIBED AS FOLLOWS:

ALL THE LAND, PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 12.00 FEET ABOVE CHICAGO CITY DATUM, AND WITHIN THE VERTICAL PROJECTION OF THE BOUNDARY LINE OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST MONTROSE AVENUE WITH THE WESTERLY LINE OF BROADWAY (FORMERLY EVANSTON AVENUE), AND RUNNING;

THENCE NORTH 24 DEGREES 33 MINUTES 00 SECONDS WEST ALONG SAID WESTERLY LINE OF BROADWAY (BASIS OF BEARINGS ASSUMED), A DISTANCE OF 260.43 FEET;

THENCE SOUTH 65 DEGREES 27 MINUTES 00 SECONDS WEST, A DISTANCE OF 11.63 FEET;

THENCE SOUTH 10 DEGREES 41 MINUTES 17 SECONDS EAST, A DISTANCE OF 157.76 FEET;

THENCE SOUTH 24 DEGREES 25 MINUTES 53 SECONDS EAST, A DISTANCE OF 57.19 FEET, MORE OR LESS, TO THE NORTH LINE OF MONTROSE AVENUE;

THENCE SOUTH 89 DEGREES 59 MINUTES 40 SECONDS EAST ALONG SAID NORTH LINE OF MONTROSE AVENUE, A DISTANCE OF 120.45 FEET, MORE OR LESS, TO THE WESTERLY LINE OF BROADWAY AND THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

BUT NOT EXCEPTING FROM SAID PARCELS 1 AND 2:

THAT PART OF THE FOREGOING DESCRIPTION LYING IN A VERTICAL PLANE BETWEEN AN ELEVATION OF 12.00 FEET ABOVE CHICAGO CITY DATUM, AND AN ELEVATION OF 30.00 FEET

UNOFFICIAL COPY**LEGAL DESCRIPTION (CONT.)**

ABOVE CHICAGO CITY DATUM, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST MONTROSE AVENUE WITH THE WESTERLY LINE OF BROADWAY (FORMERLY EVANSTON AVENUE) AND RUNNING;

THENCE NORTH 89 DEGREES 59 MINUTES 40 SECONDS WEST ALONG SAID NORTH LINE OF MONTROSE AVENUE, A DISTANCE OF 120.45 FEET;

THENCE NORTH 24 DEGREES 25 MINUTES 53 SECONDS WEST, A DISTANCE OF 54.18 FEET;

THENCE NORTH 65 DEGREES 34 MINUTES 07 SECONDS EAST, A DISTANCE OF 6.00 FEET;

THENCE SOUTH 24 DEGREES 25 MINUTES 53 SECONDS EAST, A DISTANCE OF 13.19 FEET;

THENCE NORTH 65 DEGREES 34 MINUTES 07 SECONDS EAST, A DISTANCE OF 55.91 FEET;

THENCE NORTH 24 DEGREES 25 MINUTES 53 SECONDS WEST, A DISTANCE OF 9.67 FEET;

THENCE SOUTH 65 DEGREES 34 MINUTES 07 SECONDS WEST, A DISTANCE OF 14.42 FEET;

THENCE NORTH 24 DEGREES 25 MINUTES 53 SECONDS WEST, A DISTANCE OF 26.27 FEET;

THENCE NORTH 65 DEGREES 34 MINUTES 07 SECONDS EAST, A DISTANCE OF 14.42 FEET;

THENCE NORTH 24 DEGREES 25 MINUTES 53 SECONDS WEST, A DISTANCE OF 18.00 FEET;

THENCE SOUTH 65 DEGREES 34 MINUTES 07 SECONDS WEST, A DISTANCE OF 4.33 FEET;

THENCE NORTH 24 DEGREES 25 MINUTES 53 SECONDS WEST, A DISTANCE OF 27.17 FEET;

THENCE SOUTH 65 DEGREES 34 MINUTES 07 SECONDS WEST, A DISTANCE OF 15.83 FEET;

THENCE SOUTH 24 DEGREES 25 MINUTES 53 SECONDS EAST, A DISTANCE OF 19.67 FEET;

THENCE SOUTH 65 DEGREES 34 MINUTES 07 SECONDS WEST, A DISTANCE OF 30.52 FEET;

THENCE SOUTH 79 DEGREES 18 MINUTES 43 SECONDS WEST, A DISTANCE OF 1.12 FEET;

THENCE NORTH 10 DEGREES 41 MINUTES 17 SECONDS WEST, A DISTANCE OF 111.60 FEET;

THENCE NORTH 65 DEGREES 27 MINUTES 00 SECONDS EAST, A DISTANCE OF 71.63 FEET, MORE OR LESS, TO THE WESTERLY LINE OF BROADWAY;

THENCE SOUTH 24 DEGREES 33 MINUTES 00 SECONDS EAST ALONG SAID WESTERLY LINE OF BROADWAY, A DISTANCE OF 260.43 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.