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Doc#: 0634226128 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/08/2006 03:45 PM Pg: 1 of 18

Property of Cook County Clerk's Office

MEMORANDUM OF THIRD POST-ASSIGNMENT LOAN MODIFICATION AGREEMENT

THIS MEMORANDUM OF THIRD POST-ASSIGNMENT LOAN MODIFICATION AGREEMENT is dated as of December 7, 2006.

DP LEASEHOLD (ILLINOIS), L.L.C., an Illinois limited liability company ("DP Leasehold" and the "Mortgagor"), ALTER FINANCIAL LIMITED PARTNERSHIP, an Illinois limited partnership ("AFLP" and the "Guarantor"), LASALLE BANK NATIONAL ASSOCIATION, a national banking association ("LaSalle"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, successor in interest to Firststar Bank, National Association, successor in interest to Mercantile Bank National Association ("U.S. Bank") (LaSalle and U.S. Bank being sometimes referred to herein collectively as the "Lenders"), previously entered into (collectively, the "Documents"), among others:

- (i) Amended and Restated Construction Loan Agreement dated as of July 27, 2004 (the "Amended Loan Agreement"), by and among NBTS Kinzie, DP Leasehold and the Lenders;

Permanent Tax Index Numbers:

See Exhibit A

Address of Premises:

20 West Kinzie Street
Chicago, Illinois

This Instrument Prepared by and to be
Returned After Recording to:

Alvin L. Kruse
Elizabeth Pfeiler Foley
Seyfarth Shaw LLP
131 South Dearborn Street
Suite 2400
Chicago, Illinois 60603



New North National Title
222 N. LaSalle
Chicago, IL 60601

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(ii) Amended and Restated Construction Loan Mortgage Note dated July 27, 2004 (the "Amended Note"), from NBTS Kinzie and DP Leasehold to LaSalle, on its own behalf and in its capacity as collateral agent for itself and the Lenders;

(iii) Construction Loan Mortgage and Security Agreement dated as of June 1, 1999 (the "Mortgage"), from NBTS Kinzie to Bank One, on its own behalf and in its capacity as collateral agent for itself and the Lenders, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on July 21, 1999, as Document No. 99696961;

(iv) Construction Loan Assignment of Rents and Leases dated as of June 1, 1999 (the "Assignment of Rents"), from NBTS Kinzie to Bank One, on its own behalf and in its capacity as collateral agent for itself and the Lenders, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on July 21, 1999, as Document No. 99696962;

(v) Assignment of Plans, Permits and Contracts dated as of June 1, 1999, from NBTS Kinzie to Bank One, on its own behalf and in its capacity as collateral agent for the Lenders;

(vi) Construction Loan Indemnity Agreement dated as of June 1, 1999 (the "Indemnity Agreement"), from NBTS Kinzie, the Guarantor and Alter to the Lenders and Bank One;

(vii) Construction Loan Guaranty of Payment and Performance dated as of June 1, 1999 (the "Guaranty"), from the Guarantor and Alter to Bank One, on its own behalf and in its capacity as collateral agent for itself and the Lenders; and

(viii) All of the other Loan Documents (as defined in the Amended Loan Agreement).

The Documents encumber the real estate described in Exhibit A attached hereto and the personal property located thereon (the "Premises").

North Star, with the consent of Bank One and the Lenders, conveyed its interest in the Premises to its sole beneficiary DP Leasehold by a Trustee's Deed dated December 27, 2002, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on January 2, 2003, as Document No. 0030004474, which deed was by its terms subject to the Mortgage and the Assignment of Rents, and by virtue of such conveyance, North Star is no longer considered by the parties hereto to be a party to the Documents.

Bank One transferred and assigned its interest in the Documents to the Lenders by the Agreement for Assignment of Interest in Loan (Including Assignment of Mortgage and Assignment of Rents) as of July 27, 2004, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on July 27, 2004, as Document No. 0420910172 (the "Assignment Agreement").

Prior to the execution, delivery and recording of the Assignment Agreement, the Documents were modified and amended by a series of agreements recorded in, or referred to in documents recorded in, the Office of the Recorder of Deeds of Cook County, Illinois (the "Pre-

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Assignment Modifications"), which Pre-Assignment Modifications are described in the Assignment Agreement.

One of the Pre-Assignment Modifications was a Second Modification and Assumption Agreement dated as of July 1, 2002, by and among the NBTS Kinzie, AFLP, Alter, North Star, DP Leasehold, Bank One and the Lenders, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on October 7, 2002, as Document No. 0021096352, pursuant to which DP Leasehold assumed and became an additional obligor under the Documents.

Subsequent to the execution, delivery and recording of the Assignment Agreement, the Documents have been modified and amended by the First Post-Assignment Loan Modification Agreement dated as of July 27, 2004, by and among NBTS Kinzie, the Guarantor, DP Leasehold and the Lenders, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on July 27, 2004, as Document No. 0420910173, pursuant to which, among other things, the Amended Loan Agreement and the Amended Note were executed and delivered and William A. Alter was released as a party to the Indemnity Agreement and the Guaranty, and the Second Post-Assignment Loan Modification Agreement dated as of November 4, 2005, by and among the NBTS Kinzie, the Guarantor, DP Leasehold and the Lenders, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on December 13, 2005, as Document No. 0534745093 (the "Prior Post-Assignment Modifications").

The Mortgagor has recorded a Declaration of Covenants, Conditions Restrictions and Easements in the Office of the Recorder of Deeds of Cook County, Illinois (the "Declaration"), by which the Premises are divided into a "Hotel Parcel" and an "Office Parcel", the Mortgagor has sold and conveyed the Hotel Parcel, the Hotel Parcel has been or will be released from the lien of the Mortgage by the Lenders, and the Mortgage and the other Loan Documents will continue to encumber the Office Parcel and the easements over the Hotel Parcel in favor of the Office Parcel that are created under the Declaration.

The Office Parcel is legally described in Exhibit B attached to this Memorandum and the Hotel Parcel is legally described in Exhibit C attached to this Memorandum.

Pursuant to a Third Post-Assignment Loan Modification Agreement of even date with this Memorandum (the "Modification Agreement"), the parties hereto have made certain modifications and amendments to the Documents, as previously modified and amended by the Pre-Assignment Modifications, as transferred and assigned by Bank One to the Lenders, and as modified and amended by the Prior Post-Assignment Modifications.

The parties hereby confirm that the Modification Agreement contains the following provisions, among others:

1. All capitalized terms not otherwise defined in the Modification Agreement shall have the meanings set forth in the Amended Loan Agreement.

2. All references in the Documents to the property financed by the Loan, encumbered by the Documents and subject to the terms and conditions of the Documents, including, without limitation, the defined term "Premises" contained in the Amended Loan Agreement and the Mortgage, are modified and amended to refer to the Office Parcel and the easements over the Hotel Parcel in favor of the Office Parcel that are created under the Declaration, and all of the Documents are modified and amended accordingly.

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3. Immediately prior to the conveyance of the Hotel Parcel, the principal balance outstanding on the Loan was \$46,636,422.37 and the undisbursed proceeds of the Loan were \$8,563,577.63. In order to induce the Lenders to consent to the conveyance and release of the Hotel Parcel –

- (i) the Mortgagor is making a payment on the principal of the Loan in the amount of \$16,000,000, which will reduce the principal balance on the Loan to \$30,636,422.37;
- (ii) the Mortgagor has agreed that the remaining Loan proceeds to be disbursed by the Lenders will be reduced by \$2,200,000 to \$6,363,577.63; and
- (iii) the Mortgagor will deposit the sum of \$4,500,000 with the Lenders as cash collateral.

No portion of the payment referred to in (ii) above may be borrowed again. The parties acknowledge and agree that the remaining amount proceeds of the Loan that are available for disbursement under Section 2.4 and Article V of the Amended Loan Agreement is \$6,363,577.63. The deposit referred to in (iii) above shall be held in the Release Payment Cash Collateral Account pursuant to the Modification Agreement. Effective as the date of the Modification Agreement, the amount of the Loan and the Amended Note, the Loan Amount, and Lenders' commitment under the Amended Loan Agreement are reduced to \$37,000,000. All of the Documents are modified and amended to incorporate the foregoing provisions of this paragraph.

4. In addition to the payments referred to in paragraph 3 hereof, the Mortgagor is making a payment on the principal of the Loan in the amount of \$4,500,000. After that payment, the principal balance outstanding on the Loan will be \$26,136,422.37. Notwithstanding anything to the contrary contained in the Documents, during the period ending six months after the date of this Agreement, the Mortgagor may reborrow the amount of such payment subject to satisfying certain conditions.

5. The margin to be used for calculating the LIBOR-Based Rate is changed from 2.50% to 2.25%, or if certain conditions are satisfied, 1.90%.

6. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as previously modified, amended and assigned by the Pre-Assignment Modifications, the Assignment Agreement, the Prior Post-Assignment Modifications, the Amended Loan Agreement and the Amended Note, and as expressly modified and amended in the Modification Agreement. DP Leasehold and the Guarantor (i) confirm and reaffirm all of their obligations under the Documents, as previously modified, amended and assigned by the Pre-Assignment Modifications, the Assignment Agreement, the Prior Post-Assignment Modifications, the Amended Loan Agreement and the Amended Note, and as modified and amended in the Modification Agreement; (ii) acknowledge and agree that the Lenders, by entering into in the Modification Agreement, do not waive any existing or future default or event of default under any of the Documents, or any rights or remedies under any of the Documents, except as expressly provided in the Modification Agreement; (iii) acknowledge and agree that the Lenders have not heretofore waived any default or event of default under any of the Documents, or any rights or remedies under any of the Documents; and (iv) acknowledge that they do not have any defense, set-off or counterclaim to the payment or performance of any of their obligations under the Documents, as previously modified, amended and assigned by the Pre-Assignment Modifications, the Assignment Agreement, the Prior Post-Assignment

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Modifications, the Amended Loan Agreement and the Amended Note, and as modified and amended in the Modification Agreement. All references in the Documents to any one or more of the Documents, or to the "Loan Documents," shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as previously modified, amended and assigned by the Pre-Assignment Modifications, the Assignment Agreement, the Prior Post-Assignment Modifications, the Amended Loan Agreement and the Amended Note, and as modified and amended by the Modification Agreement.

7. DP Leasehold and the Guarantor certify represent and warrant to the Lenders that all certifications, representations and warranties contained in the Documents and in all certificates heretofore delivered to the Lenders are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of the Modification Agreement.

8. The Modification Agreement sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of the Modification Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them relating to the subject matter of the Modification Agreement other than as are therein set forth. The Mortgagor and the Guarantor acknowledge that they are executing the Modification Agreement without relying on any statements, representations or warranties, either oral or written, that are not expressly set forth therein.

9. The Modification Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

10. In the event any provision of the Modification Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

11. The Modification Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties thereto.

12. The Modification Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

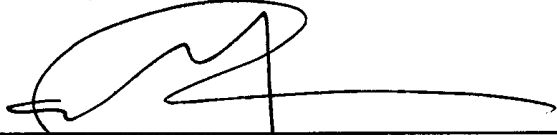
[SIGNATURE PAGE(S) AND EXHIBIT(S),
IF ANY, FOLLOW THIS PAGE]

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IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

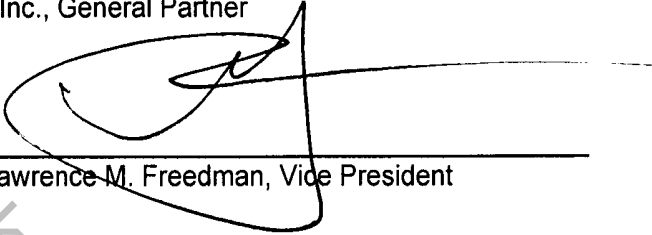
DP LEASEHOLD (ILLINOIS), L.L.C.

By 18-Chai Corp., Manager

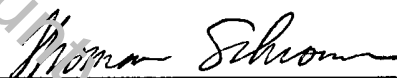
By 
Lawrence M. Freedman, Vice President

ALTER FINANCIAL LIMITED PARTNERSHIP

By PFA, Inc., General Partner

By 
Lawrence M. Freedman, Vice President

LASALLE BANK NATIONAL ASSOCIATION

By 
Printed Name: THOMAS SCHROEDER
Title: SENIOR VICE PRESIDENT

U.S. BANK NATIONAL ASSOCIATION

By _____
Printed Name: _____
Title: _____

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IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

DP LEASEHOLD (ILLINOIS), L.L.C.

By 18-Chai Corp., Manager

By _____
Lawrence M. Freedman, Vice President

ALTER FINANCIAL LIMITED PARTNERSHIP

By PFA, Inc., General Partner

By _____
Lawrence M. Freedman, Vice President

LASALLE BANK NATIONAL ASSOCIATION

By _____
Printed Name: _____
Title: _____

U.S. BANK NATIONAL ASSOCIATION

By Matthew Sadler
Printed Name: **Matthew Sadler**
Title: **Vice President**

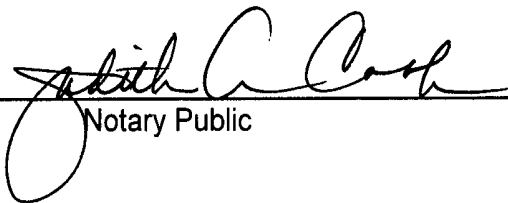
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 7th day of December, 2006, by Lawrence M. Freedman, Vice President of 18-Chai Corp., an Illinois corporation, manager of DP Leasehold (Illinois), L.L.C., an Illinois limited liability company, on behalf of such corporation and such limited liability company.






Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 7th day of December, 2006, by Lawrence M. Freedman, Vice President of PFA, Inc., an Illinois corporation, the general partner of Alter Financial Limited Partnership, an Illinois limited partnership, on behalf of said corporation and said limited partnership.





Notary Public

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EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

PARCEL 1:

LOTS 3, 4, 5, 6, 7 AND 8 IN WOLCOTT'S ADDITION TO CHICAGO IN THE EAST ½ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 20 West Kinzie Street, Chicago, Illinois

PERMANENT TAX INDEX NUMBERS: 17-09-262-012; 17-09-262-015; 17-09-262-016; 17-09-262-021; 17-09-262-022 and 17-09-262-017

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EXHIBIT B

LEGAL DESCRIPTION OF OFFICE PARCEL

LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 4.07 CHICAGO CITY DATUM, COOK COUNTY, ILLINOIS.

ALSO TOGETHER WITH;

LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 16.12 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 4.07 CHICAGO CITY DATUM

(EXCEPT FROM THE ABOVE THAT PART THEREOF DESCRIBED AS FOLLOWS:

HOTEL PARCEL B2: THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 16.12 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 4.07 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'54" EAST, ALONG THE SOUTH LINE THEREOF, 165.59 FEET; THENCE NORTH 00°00'06" EAST, 36.24 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'26" EAST, 21.89 FEET; THENCE SOUTH 89°59'52" EAST, 8.62 FEET; THENCE SOUTH 00°06'26" WEST, 21.89 FEET; THENCE NORTH 89°59'52" WEST, 8.62 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

ALSO TOGETHER WITH;

THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 40.34 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 16.12 CHICAGO CITY DATUM

(EXCEPT FROM THE ABOVE THAT PART THEREOF DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 40.34 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 16.12 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'54" EAST, ALONG THE SOUTH LINE THEREOF, 221.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00° 06' 26" EAST, 5.64 FEET; THENCE NORTH 89° 59' 22" WEST, 2.24 FEET; THENCE NORTH 00°06'26" EAST, 23.15 FEET; THENCE SOUTH 89°53'34" EAST, 0.50 FEET; THENCE NORTH 00°06'26" EAST, 7.36 FEET; THENCE SOUTH 89°53'34" EAST, 1.14 FEET; THENCE NORTH 00°06'26" EAST, 2.16

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FEET; THENCE NORTH 89°53'34" WEST, 2.00 FEET; THENCE NORTH 44°53'34" WEST, 11.21 FEET; THENCE NORTH 89°53'34" WEST, 21.58 FEET; THENCE SOUTH 45°06'26" WEST, 4.93 FEET; THENCE SOUTH 00°06'26" WEST, 3.83 FEET; THENCE NORTH 89°53'34" WEST, 3.53 FEET; THENCE SOUTH 00°06'26" WEST, 2.40 FEET; THENCE NORTH 89°53'34" WEST, 8.59 FEET; THENCE SOUTH 00°06'26" WEST, 0.42 FEET; THENCE NORTH 89°59'22" WEST, 9.06 FEET; THENCE NORTH 00°06'26" EAST, 21.91 FEET; THENCE SOUTH 89°59'22" EAST, 8.48 FEET; THENCE NORTH 00°06'26" EAST, 3.73 FEET; THENCE SOUTH 89°53'34" EAST, 1.82 FEET; THENCE NORTH 00°06'26" EAST, 7.18 FEET; THENCE SOUTH 89°53'34" EAST, 7.26 FEET; THENCE SOUTH 01°13'39" EAST, 11.39 FEET; THENCE SOUTH 89°53'34" EAST, 3.13 FEET; THENCE SOUTH 44°38'53" EAST, 5.47 FEET; THENCE SOUTH 89°53'34" EAST, 13.02 FEET; THENCE NORTH 00°06'26" EAST, 15.18 FEET; THENCE SOUTH 89°53'34" EAST, 16.68 FEET; THENCE SOUTH 00°06'26" WEST, 6.90 FEET; THENCE SOUTH 89°53'34" EAST, 11.28 FEET; THENCE SOUTH 00°06'26" WEST, 0.63 FEET; THENCE SOUTH 89°53'34" EAST, 2.51 FEET; THENCE NORTH 00°06'26" EAST, 0.61 FEET; THENCE SOUTH 89°53'34" EAST, 11.25 FEET; THENCE SOUTH 00°06'26" WEST, 8.58 FEET; THENCE NORTH 89°53'34" WEST, 1.59 FEET; THENCE SOUTH 00°06'26" WEST, 1.18 FEET; THENCE SOUTH 89°53'34" EAST, 1.64 FEET; THENCE SOUTH 00°06'26" WEST, 13.92 FEET; THENCE NORTH 89°53'34" WEST, 1.65 FEET; THENCE SOUTH 00°06'26" WEST, 1.64 FEET; THENCE SOUTH 89°53'34" EAST, 1.15 FEET; THENCE SOUTH 00°06'26" WEST, 7.40 FEET; THENCE SOUTH 89°53'34" EAST, 0.48 FEET; THENCE SOUTH 00°06'26" WEST, 14.21 FEET; THENCE NORTH 89°53'34" WEST, 2.99 FEET; THENCE SOUTH 00°06'26" WEST, 7.05 FEET; THENCE SOUTH 89°53'34" EAST, 2.96 FEET; THENCE SOUTH 00°06'30" WEST, 2.25 FEET; THENCE NORTH 89°59'22" WEST, 0.28 FEET; THENCE SOUTH 00° 06' 26" WEST, 5.64 FEET TO THE SOUTH LINE OF SAID TRACT THENCE NORTH 89° 59' 54" WEST ALONG SAID SOUTH LINE 22.49 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

ALSO TOGETHER WITH;

LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 107.81 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 40.34 CHICAGO CITY DATUM

(EXCEPT FROM THE ABOVE THAT PART THEREOF DESCRIBED AS FOLLOWS: THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 107.81 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 40.34 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'54" EAST, ALONG THE SOUTH LINE THEREOF, 81.28 FEET; THENCE NORTH 00°00'06" EAST, 1.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'26" EAST, 5.78 FEET; THENCE NORTH 89°53'47" WEST, 11.65 FEET; THENCE NORTHWESTERLY 86.26 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 30.81 FEET, CONVEX SOUTHWESTERLY, AND WHOSE CHORD BEARS NORTH 45°10'00" WEST A DISTANCE OF 60.72 FEET; THENCE NORTH 00°03'58" EAST, 12.14 FEET; THENCE NORTH 89°56'02" WEST, 5.73 FEET; THENCE NORTH 00°03'58" EAST, 36.59 FEET; THENCE SOUTH 89°53'47" EAST, 247.43 FEET; THENCE SOUTH

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00°06'26" WEST, 96.94 FEET; THENCE NORTH 89°59'22" WEST, 186.88 FEET TO THE POINT OF BEGINNING);

TOGETHER WITH

THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 107.81 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 40.34 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'54" EAST, ALONG THE SOUTH LINE THEREOF, 90.14 FEET; THENCE NORTH 00°00'06" EAST, 36.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'23" EAST, 27.04 FEET; THENCE SOUTH 89°59'37" EAST, 33.40 FEET; THENCE SOUTH 00°00'23" WEST, 19.79 FEET; THENCE NORTH 89°59'37" WEST, 9.23 FEET; THENCE SOUTH 00°00'23" WEST, 5.38 FEET; THENCE NORTH 89°59'37" WEST, 0.55 FEET; THENCE SOUTH 00°00'23" WEST, 1.87 FEET; THENCE NORTH 89°59'37" WEST, 23.62 FEET TO THE POINT OF BEGINNING; ALSO,

THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 107.81 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 40.34 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'54" EAST, ALONG THE SOUTH LINE THEREOF, 134.53 FEET; THENCE NORTH 00°00'06" EAST, 36.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'23" EAST, 27.04 FEET; THENCE SOUTH 89°59'37" EAST, 10.69 FEET; THENCE SOUTH 00°00'23" WEST, 5.41 FEET; THENCE SOUTH 89°59'37" EAST, 8.41 FEET; THENCE SOUTH 00°00'23" WEST, 21.63 FEET; THENCE NORTH 89°59'37" WEST, 19.10 FEET TO THE POINT OF BEGINNING; ALSO,

THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 107.81 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 40.34 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'54" EAST, ALONG THE SOUTH LINE THEREOF, 175.25 FEET; THENCE NORTH 00°00'06" EAST, 37.86 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'23" EAST, 18.31 FEET; THENCE NORTH 89°59'37" WEST, 3.21 FEET; THENCE NORTH 41°32'13" WEST, 2.11 FEET; THENCE NORTH 89°59'37" WEST, 4.93 FEET; THENCE NORTH 00°00'23" EAST, 5.27 FEET; THENCE SOUTH 89°59'37" EAST, 7.86 FEET; THENCE SOUTH 00°00'23" WEST, 1.89 FEET; THENCE SOUTH 89°59'37" EAST, 6.89 FEET; THENCE SOUTH 00°00'23" WEST, 0.88 FEET; THENCE SOUTH 89°59'37" EAST, 4.26 FEET; THENCE SOUTH 00°00'23" WEST, 5.41 FEET; THENCE NORTH 89°59'37" WEST, 0.97 FEET; THENCE SOUTH 00°00'23" WEST, 16.98 FEET; THENCE NORTH 89°59'37" WEST, 8.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO TOGETHER WITH;

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LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 134.76 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 107.81 CHICAGO CITY DATUM

(EXCEPT FROM THE ABOVE THAT PART THEREOF DESCRIBED AS FOLLOWS:

HOTEL PARCEL 3-1: THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 134.76 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 107.81 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'54" EAST, ALONG THE SOUTH LINE THEREOF, 165.81 FEET; THENCE NORTH 00°00'06" EAST, 36.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'23" EAST, 21.67 FEET; THENCE SOUTH 89°59'37" EAST, 9.40 FEET; THENCE SOUTH 00°00'23" WEST, 21.67 FEET; THENCE NORTH 89°59'37" WEST, 9.40 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

ALSO TOGETHER WITH;

LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 148.28 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 134.76 CHICAGO CITY DATUM

(EXCEPT FROM THE ABOVE THAT PART THEREOF DESCRIBED AS FOLLOWS:

HOTEL PARCEL 4-1: THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 148.28 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 134.76 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'54" EAST, ALONG THE SOUTH LINE THEREOF, 165.46 FEET; THENCE NORTH 00°00'06" EAST, 35.96 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'23" EAST, 27.25 FEET; THENCE SOUTH 89°53'47" EAST, 9.80 FEET; THENCE SOUTH 00°00'23" WEST, 27.25 FEET; THENCE NORTH 89°53'47" WEST, 9.80 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

ALSO TOGETHER WITH;

LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING ABOVE ELEVATION 148.28 CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

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EXHIBIT C

LEGAL DESCRIPTION OF HOTEL PARCEL

THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 16.12 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 4.07 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'54" EAST, ALONG THE SOUTH LINE THEREOF, 165.59 FEET; THENCE NORTH 00°00'06" EAST, 36.24 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'26" EAST, 21.89 FEET; THENCE SOUTH 89°59'52" EAST, 8.62 FEET; THENCE SOUTH 00°06'26" WEST, 21.89 FEET; THENCE NORTH 89°59'52" WEST, 8.62 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO TOGETHER WITH;

THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 40.34 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 16.12 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'54" EAST, ALONG THE SOUTH LINE THEREOF, 221.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00° 06' 26" EAST, 5.64 FEET; THENCE NORTH 89° 59' 22" WEST, 2.24 FEET; THENCE NORTH 00°06'26" EAST, 23.15 FEET; THENCE SOUTH 89°53'34" EAST, 0.50 FEET; THENCE NORTH 00°06'26" EAST, 7.36 FEET; THENCE SOUTH 89°53'34" EAST, 1.14 FEET; THENCE NORTH 00°06'26" EAST, 2.16 FEET; THENCE NORTH 89°53'34" WEST, 2.00 FEET; THENCE NORTH 44°53'34" WEST, 11.21 FEET; THENCE NORTH 89°53'34" WEST, 21.58 FEET; THENCE SOUTH 45°06'26" WEST, 4.93 FEET; THENCE SOUTH 00°06'26" WEST, 3.53 FEET; THENCE NORTH 89°53'34" WEST, 3.53 FEET; THENCE SOUTH 00°06'26" WEST, 2.40 FEET; THENCE NORTH 89°53'34" WEST, 8.59 FEET; THENCE SOUTH 00°06'26" WEST, 0.42 FEET; THENCE NORTH 89°59'22" WEST, 9.06 FEET; THENCE NORTH 00°06'26" EAST, 21.91 FEET; THENCE SOUTH 89°59'22" EAST, 8.48 FEET; THENCE NORTH 00°06'26" EAST, 3.73 FEET; THENCE SOUTH 89°53'34" EAST, 1.82 FEET; THENCE NORTH 00°06'26" EAST, 7.18 FEET; THENCE SOUTH 89°53'34" EAST, 7.26 FEET; THENCE SOUTH 01°13'33" EAST, 11.39 FEET; THENCE SOUTH 89°53'34" EAST, 3.13 FEET; THENCE SOUTH 44°38'53" EAST, 5.47 FEET; THENCE SOUTH 89°53'34" EAST, 13.02 FEET; THENCE NORTH 00°06'26" EAST, 15.18 FEET; THENCE SOUTH 89°53'34" EAST, 16.68 FEET; THENCE SOUTH 00°06'26" WEST, 6.90 FEET; THENCE SOUTH 89°53'34" EAST, 11.28 FEET; THENCE SOUTH 00°06'26" WEST, 0.63 FEET; THENCE SOUTH 89°53'34" EAST, 2.51 FEET; THENCE NORTH 00°06'26" EAST, 0.61 FEET; THENCE SOUTH 89°53'34" EAST, 11.25 FEET; THENCE SOUTH 00°06'26" WEST, 8.58 FEET; THENCE NORTH 89°53'34" WEST, 1.59 FEET; THENCE SOUTH 00°06'26" WEST, 1.18 FEET; THENCE SOUTH 89°53'34" EAST, 1.64 FEET; THENCE SOUTH 00°06'26" WEST, 13.92 FEET; THENCE NORTH 89°53'34" WEST, 1.65 FEET; THENCE SOUTH 00°06'26" WEST, 1.64 FEET; THENCE SOUTH 89°53'34" EAST, 1.15 FEET; THENCE SOUTH 00°06'26" WEST, 7.40 FEET; THENCE SOUTH 89°53'34" EAST, 0.48 FEET; THENCE SOUTH 00°06'26" WEST, 14.21 FEET; THENCE NORTH 89°53'34" WEST, 2.99 FEET; THENCE SOUTH 00°06'26" WEST, 7.05 FEET;

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THENCE SOUTH 89°53'34" EAST, 2.96 FEET; THENCE SOUTH 00°06'30" WEST, 2.25 FEET; THENCE NORTH 89°59'22" WEST, 0.28 FEET; THENCE SOUTH 00° 06' 26" WEST, 5.64 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE NORTH 89° 59' 54" WEST ALONG SAID SOUTH LINE 22.49 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO TOGETHER WITH;

THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 107.81 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 40.34 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'54" EAST, ALONG THE SOUTH LINE THEREOF, 81.28 FEET; THENCE NORTH 00°00'06" EAST, 1.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'26" EAST, 5.78 FEET; THENCE NORTH 89°53'47" WEST, 11.65 FEET; THENCE NORTHWESTERLY 86.26 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 30.81 FEET, CONVEX SOUTHWESTERLY, AND WHOSE CHORD BEARS NORTH 45°10'00" WEST A DISTANCE OF 60.72 FEET; THENCE NORTH 00°03'58" EAST, 12.14 FEET; THENCE NORTH 89°56'02" WEST, 5.73 FEET; THENCE NORTH 00°03'58" EAST, 36.59 FEET; THENCE SOUTH 89°53'47" EAST, 247.43 FEET; THENCE SOUTH 00°06'26" WEST, 96.94 FEET; THENCE NORTH 89°59'22" WEST, 186.88 FEET TO THE POINT OF BEGINNING

EXCEPT FROM THE ABOVE THAT PART THEREOF DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 107.81 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 40.34 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'54" EAST, ALONG THE SOUTH LINE THEREOF, 90.14 FEET; THENCE NORTH 00°00'06" EAST, 36.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'23" EAST, 27.04 FEET; THENCE SOUTH 89°59'37" EAST, 33.40 FEET; THENCE SOUTH 00°00'23" WEST, 19.79 FEET; THENCE NORTH 89°59'37" WEST, 9.23 FEET; THENCE SOUTH 00°00'23" WEST, 5.38 FEET; THENCE NORTH 89°59'37" WEST, 0.55 FEET; THENCE SOUTH 00°00'23" WEST, 1.87 FEET; THENCE NORTH 89°59'37" WEST, 23.62 FEET TO THE POINT OF BEGINNING; ALSO,

THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 107.81 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 40.34 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'54" EAST, ALONG THE SOUTH LINE THEREOF, 134.53 FEET; THENCE NORTH 00°00'06" EAST, 36.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'23" EAST, 27.04 FEET; THENCE SOUTH 89°59'37" EAST, 10.69 FEET; THENCE SOUTH 00°00'23" WEST, 5.41 FEET; THENCE SOUTH 89°59'37" EAST, 8.41

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FEET; THENCE SOUTH 00°00'23" WEST, 21.63 FEET; THENCE NORTH 89°59'37" WEST, 19.10 FEET TO THE POINT OF BEGINNING; ALSO,

THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 107.81 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 40.34 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'54" EAST, ALONG THE SOUTH LINE THEREOF, 175.25 FEET; THENCE NORTH 00°00'06" EAST, 37.86 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'23" EAST, 18.31 FEET; THENCE NORTH 89°59'37" WEST, 3.21 FEET; THENCE NORTH 41°32'13" WEST, 2.11 FEET; THENCE NORTH 89°59'37" WEST, 4.93 FEET; THENCE NORTH 00°00'23" EAST, 5.27 FEET; THENCE SOUTH 89°59'37" EAST, 7.86 FEET; THENCE SOUTH 00°00'23" WEST, 1.89 FEET; THENCE SOUTH 89°59'37" EAST, 6.89 FEET; THENCE SOUTH 00°00'23" WEST, 0.88 FEET; THENCE SOUTH 89°59'37" EAST, 4.26 FEET; THENCE SOUTH 00°00'23" WEST, 5.41 FEET; THENCE NORTH 89°59'37" WEST, 0.97 FEET; THENCE SOUTH 00°00'23" WEST, 16.98 FEET; THENCE NORTH 89°59'37" WEST, 8.50 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

ALSO TOGETHER WITH;

THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 134.76 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 107.81 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'54" EAST, ALONG THE SOUTH LINE THEREOF, 165.81 FEET; THENCE NORTH 00°00'06" EAST, 36.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'23" EAST, 21.67 FEET; THENCE SOUTH 89°59'37" EAST, 9.40 FEET; THENCE SOUTH 00°00'23" WEST, 21.67 FEET; THENCE NORTH 89°59'37" WEST, 9.40 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO TOGETHER WITH;

THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 148.28 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 134.76 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'54" EAST, ALONG THE SOUTH LINE THEREOF, 165.46 FEET; THENCE NORTH 00°00'06" EAST, 35.96 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'23" EAST, 27.25 FEET; THENCE SOUTH 89°53'47" EAST, 9.80 FEET; THENCE SOUTH 00°00'23" WEST, 27.25 FEET; THENCE NORTH 89°53'47" WEST, 9.80 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.