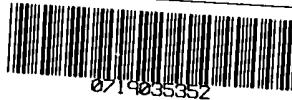


# UNOFFICIAL COPY

2012.

This Instrument Prepared By  
and after recording return to:

*MS*  
Michael D. Miselman  
Seyfarth Shaw LLP  
131 S. Dearborn Street  
Suite 2400  
*D2* Chicago, IL 60603-5577  
Box 118



Doc#: 0719035352 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/09/2007 01:19 PM Pg: 1 of 13

RECORDER'S STAMP

## FIFTH AMENDMENT TO LEASE

This Fifth Amendment to Lease ("Amendment") is made as of the 29<sup>th</sup> day of June, 2007, by and between THE BAPTIST THEOLOGICAL UNION, LOCATED AT CHICAGO, an Illinois corporation ("Lessor"), and 55 EAST MONROE INVESTORS IV, L.L.C., a Delaware limited liability company ("Lessee").

### RECITALS

By a lease dated May 18, 1966 (the "Original Lease"), Lessor leased to Chicago Title and Trust Company, Trustee under Trust Agreement dated May 4, 1966 and known as Land Trust No. 49367 ("Original Lessee"), the improved land legally described on attached Exhibit A. The Original Lease has been amended by (i) an Amendment dated July 15, 1968, (ii) a Second Amendment to Lease dated February 6, 1978, (iii) an Amendment to Lease dated November 29, 1997 and (iv) a Fourth Amendment to Lease dated March 20, 2002 (the Original Lease as so amended is hereinafter referred to as the "Lease"). Lessee has succeeded to the interest of Original Lessee under the Lease.

Lessor and Lessee have agreed to amend the Lease.

NOW THEREFORE, the parties agree as follows:

1. All capitalized terms not defined herein shall have the meanings set forth in the Lease.
2. Concurrently herewith, Lessor has conveyed to Lessee that portion of the originally demised premises described on attached Exhibit B.
3. As a result of such conveyance, the demised premises now consists of the property described on attached Exhibit C.
4. Article I, Section 1 of the Lease is hereby amended by deleting the fourth through the eighth lines thereof and inserting the following in lieu thereof:

13/8

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THAT PART OF THE SOUTH ½ OF LOT 7 IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH SUB LOTS 1, 2, 3, 4 AND 5 OF ASSESSOR'S DIVISION OF LOT 10 IN BLOCK 4 IN FRACTIONAL SECTION 15 AFORESAID ALL TAKEN AS A SINGLE TRACT OF LAND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +397.94 CHICAGO CITY DATUM (ALL ELEVATIONS HEREINAFTER DESCRIBED ARE CHICAGO CITY DATUM), EXCEPTING FROM SAID TRACT, THAT PART WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +126.75 FEET AND WHICH LIES ABOVE THE FOLLOWING DESCRIBED HORIZONTAL, INCLINING AND DECLINING PLANES: BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT (THE SOUTHWEST CORNER OF SAID TRACT ALSO BEING THE SOUTHWEST CORNER OF LOT 5 IN ASSESSOR'S DIVISION AFORESAID); THENCE NORTH 00°-00'-00" EAST ALONG THE WEST LINE OF SAID TRACT, BEING A HORIZONTAL PLANE HAVING AN ELEVATION OF +113.36 FEET, A DISTANCE OF 75.43 FEET (THE WEST LINE OF SAID TRACT ALSO BEING THE EAST LINE OF S. WABASH AVENUE); THENCE CONTINUING NORTH 00°-00'-00" EAST ALONG THE WEST LINE OF SAID TRACT, BEING A DECLINING PLANE, A DISTANCE OF 41.14 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ½ OF SAID LOT 7 HAVING AN ELEVATION OF +112.34 FEET; THENCE NORTH 89°-38'-58" EAST, ALONG THE NORTH LINE OF THE SOUTH ½ OF SAID LOT 7, BEING A HORIZONTAL PLANE HAVING AN ELEVATION OF +112.34 FEET, A DISTANCE OF 57.59 FEET; THENCE SOUTH 00°-00'-00" WEST ALONG AN INCLINING PLANE, A DISTANCE OF 32.49 FEET TO A POINT HAVING AN ELEVATION OF +113.68 FEET; THENCE SOUTH 90°-00'-00" EAST, ALONG A DECLINING PLANE, A DISTANCE OF 29.02 FEET TO A POINT HAVING AN ELEVATION OF +113.05 FEET; THENCE NORTH 00°-00'-00" EAST ALONG A DECLINING PLANE, A DISTANCE OF 32.67 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ½ OF SAID LOT 7, SAID POINT HAVING AN ELEVATION OF +111.80 FEET; THENCE NORTH 89°-38'-58" EAST ALONG THE NORTH LINE OF THE SOUTH ½ OF SAID LOT 7, BEING A HORIZONTAL PLANE HAVING AN ELEVATION OF +111.80 FEET, A DISTANCE OF 94.24 FEET TO THE EAST LINE OF SAID LOT 7; THENCE SOUTH 00°-00'-25" EAST ALONG THE EAST LINE OF SAID LOT 7 BEING AN INCLINING PLANE, A DISTANCE OF 40.18 FEET TO A POINT HAVING AN ELEVATION OF +113.28 FEET (SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 7); THENCE SOUTH 89°-38'-41" WEST ALONG THE SOUTH LINE OF SAID LOT 7 BEING A HORIZONTAL PLANE HAVING AN ELEVATION +113.28 FEET, A DISTANCE OF 9.0 FEET TO THE NORTHEAST CORNER OF LOT 1 IN ASSESSOR'S DIVISION AFORESAID; THENCE SOUTH 00°-00'-25" EAST ALONG THE EAST LINE OF SAID LOT 1 BEING AN INCLINING PLANE, A DISTANCE OF 2.01 FEET TO A POINT HAVING AN ELEVATION OF +113.36 FEET; THENCE CONTINUING SOUTH 00°-00'-25" EAST ALONG THE EAST LINE OF SAID LOT 1 BEING A HORIZONTAL PLANE HAVING AN ELEVATION OF +113.36 FEET, A DISTANCE OF 74.33 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 89°-38'-10" WEST ALONG THE SOUTH LINE OF SAID TRACT BEING A HORIZONTAL PLANE HAVING AN ELEVATION OF +113.36 FEET, A DISTANCE OF 171.87 FEET TO THE PLACE OF

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BEGINNING (THE SOUTH LINE OF SAID TRACT ALSO BEING THE NORTH LINE OF E. ADAMS STREET), ALL IN COOK COUNTY, ILLINOIS.

5. Article II Section 5 of the Lease is hereby amended to read as follows:

“SECTION 5. *Additional Rent.* In addition to the net rent to be paid by Lessee under the foregoing sections of this Article II, Lessee shall pay to Lessor an additional rental in the amount of (i) \$60,000 per annum, payable in equal monthly installments of \$5,000 on the first day of each month commencing the first day of September 1968 and continuing to and including the first day of June, 2007 and (ii), commencing July 1, 2007 and on the first day of each month thereafter for the remainder of the term of this lease, the amount of \$39,999.96 per annum, payable in equal monthly installments of \$3,333.33 but subject to adjustment as provided in this Section 5. If possession of said demised premises is delivered to Lessee prior to September 1, 1968, then said monthly payment of \$5,000.00 in this Section 5 required shall begin on said prior possession date.

(1) The demised premises are now exempt from general property tax.

(2) If at any time during the term of this lease Lessor sells the fee title to said demised premises and if thereby or if for any other reason said demised premises (exclusive of buildings and improvements and Lessee's leasehold) become taxable for general property tax, then in that event the additional rental herein provided shall not be payable so long as said demised premises shall continue to be taxable. In the event that any general property tax is imposed on the demised premises as provided above for a period during the term of this Lease with respect to which Lessee has already paid additional rent hereunder, then Lessor shall reimburse Lessee for a pro rata amount of the additional rent covering the period for which such taxes are imposed, and with respect to which additional rent has theretofore been paid, together with interest at the rate of six percent (6%) per annum on such amount from the date that such taxes are paid by Lessee. Lessee shall have the right to set off any unpaid amounts which become due to it from Lessor under the preceding sentence against all future installments of net rental payable under the preceding sections of this Article II.

(3) Additional rent calculated pursuant to the provisions of this Section 5 in effect prior to the date of the Fifth Amendment to Lease (the “Fifth Amendment”) by and between Lessor and Lessee is \$214,248 per annum, payable in equal monthly installments of \$17,854 for the period September 1, 1998 through August 31, 2008. Lessee shall pay Lessor additional rent at such rate through and including June 1, 2007. Commencing July 1, 2007

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and continuing on the first day of each month thereafter through and including August 1, 2008, instead of paying additional rent at such rate, Lessee shall pay Lessor additional rent at a reduced per annum rate of \$142,831.92 in equal monthly installments of \$11,902.66 (said revised annual and monthly amounts being two-thirds (2/3rds) of the annual and monthly amounts of additional rent due June 1, 2007). Additional rent for the month of June, 2007 shall be prorated as of the effective date of the Fifth Amendment.

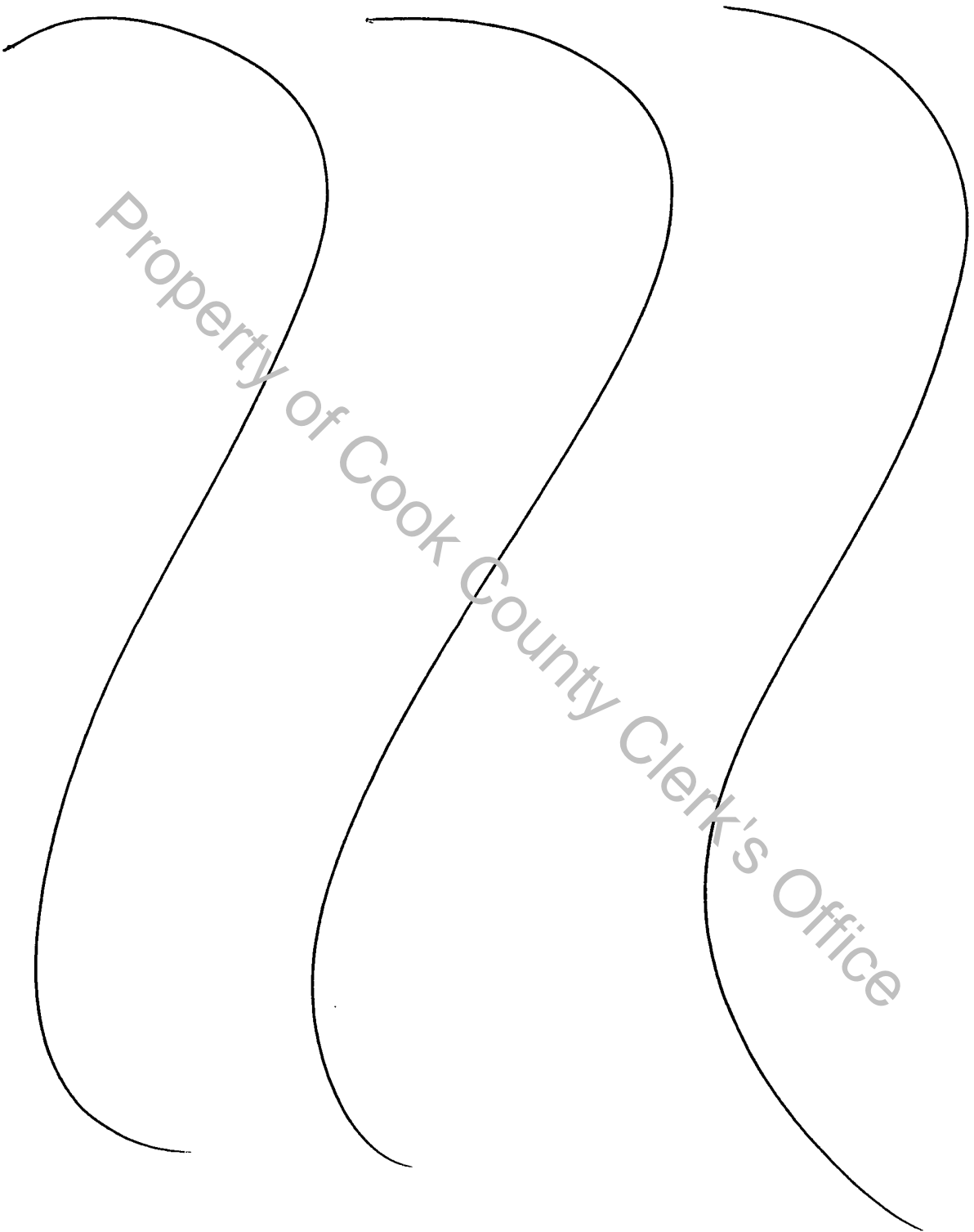
(4) Effective September 1, 2008 and at ten year intervals thereafter during the remainder of said lease term, an appraisal shall be made of the valuation of the property described in Exhibit A to the Fifth Amendment to Lease (exclusive of buildings and improvements and Lessee's leasehold) (the "Exhibit A Property") for general property tax purposes as if the Exhibit A Property were taxable. If Lessor and Lessee do not agree as to the proper valuation at that time for tax purposes then six months prior to the end of such year in each instance, Lessor and Lessee each shall appoint one appraiser who shall be a member in good standing of The American Institute of Real Estate Appraisers. The appraisal shall be made by those two appraisers. If they cannot agree as to the proper appraisal, they shall select a third appraiser who shall also be a member in good standing of said Institute. The appraisers so selected shall prior to the end of each such year report in writing signed and certified by them to Lessor and Lessee two-thirds (2/3rds) of the then appraised value of the Exhibit A Property for general property tax purposes and the amount of annual general property tax which would be levied against said Exhibit A Property if it were then taxable based upon two-thirds (2/3rds) of the then appraised value of the Exhibit A Property as aforesaid. If the amount of said general property tax as so determined for any such year is higher than \$40,000.00 by ten percent (10%) or more, then the additional annual rental payable hereunder during the next ten year period shall be increased to such amount; if the amount of said general property tax as so determined is lower than \$40,000.00 by ten percent (10%) or more, then the additional annual rental payable hereunder during the next ten year period shall be reduced to such amount."

6. Article XVII of the Lease is hereby amended to change Lessee's address for notices to:

c/o GlenStar Properties LLC  
55 E. Monroe Street  
Suite 3250  
Chicago, Illinois 60603

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7. Amended as set forth herein, the Lease shall remain in full force and effect in accordance with its terms.




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IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date and year first above written

**LESSOR:**

**THE BAPTIST THEOLOGICAL UNION,**  
located at Chicago, an Illinois corporation

By: 

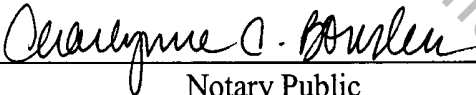
Name: Peter D. A. Stein

Its: Treasurer

STATE OF ILLINOIS     )  
  )     SS.  
COUNTY OF COOK     )

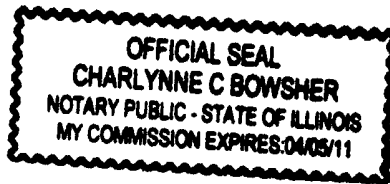
On this 5<sup>th</sup> day of May, 2007 before the undersigned, a Notary Public of said State duly commissioned and sworn, personally appeared Peter D. A. Stein, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Treasurer of The Baptist Theological Union, Located at Chicago, an Illinois corporation, and who executed said instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year aforesaid.

  
Notary Public

My Commission Expires:

04/05/11



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**LESSEE:**

**55 EAST MONROE INVESTORS IV, L.L.C.,**

a Delaware limited liability company

By: 55 East Monroe Mezzanine IV, L.L.C.,  
a Delaware limited liability company  
Sole Member

By: 55 East Monroe Holdings IV, L.L.C.,  
a Delaware limited liability company  
Managing Member

By: WSC 55EM Investors IV, LLC,  
a Delaware limited liability company  
Managing Member

By: Walton Acquisition REOC Holdings IV, LLC,  
a Delaware limited liability company  
Sole Member

By: Walton Street Real Estate Fund IV, L.P.,  
a Delaware limited partnership  
Managing Member

By: Walton Street Managers IV, L.P.,  
a Delaware limited partnership  
General Partner

By: WSC Managers IV, Inc.,  
a Delaware corporation  
General Partner

By: TJR  
Name: Timothy J. Jurker  
Title: Vice President



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STATE OF ILLINOIS        )  
                                      )        SS.  
COUNTY OF COOK        )

The undersigned, a Notary Public in and for said County and State, does hereby certify that Timothy J. Junken, <sup>Vice President</sup> authorized signatory of WSC Managers IV, Inc., a Delaware corporation ("WSC") and general partner of Walton Street Managers IV, L.P., a Delaware limited partnership, which is the general partner of Walton Street Real Estate Fund IV, L.P., a Delaware limited partnership, which is the managing member of Walton Acquisition REOC Holdings IV, LLC, a Delaware limited liability company, which is the sole member of WSC 55EM Investors IV, LLC, a Delaware limited liability company, which is the managing member of 55 East Monroe Holdings IV, L.L.C., which is the Managing Member of 55 East Monroe Mezzanine IV, L.L.C., a Delaware limited liability company, which is the sole member of 55 East Monroe Investors IV, L.L.C., a Delaware limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of WSC for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28<sup>th</sup> day of June, 2007.

Karla J. Ramirez  
Notary Public





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## EXHIBIT A

### LEGAL DESCRIPTION OF ORIGINALLY DEMISED PREMISES

The South ½ of Lot 7 and Sub-lots 1, 2, 3, 4 and 5 of Assessor's Division of Lot 10 in Block 4 in Fractional Section 15; addition to Chicago, in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

P.I.N.: 17-15-103-009-8001, 8002

Address: 125 S. Wabash Avenue, Chicago, Illinois 60603

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## EXHIBIT B

### LEGAL DESCRIPTION OF PORTION OF ORIGINALLY DEMISED PREMISES CONVEYED BY LESSOR TO LESSEE

THAT PART OF THE SOUTH ½ OF LOT 7 IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH SUB LOTS 1, 2, 3, 4 AND 5 OF ASSESSOR'S DIVISION OF LOT 10 IN BLOCK 4 IN FRACTIONAL SECTION 15 AFORESAID ALL TAKEN AS A SINGLE TRACT OF LAND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +126.75 FEET CHICAGO CITY DATUM (ALL ELEVATIONS HEREINAFTER DESCRIBED ARE CHICAGO CITY DATUM) AND WHICH LIES ABOVE THE FOLLOWING DESCRIBED HORIZONTAL, INCLINING AND DECLINING PLANES: BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT (THE SOUTHWEST CORNER OF SAID TRACT ALSO BEING THE SOUTHWEST CORNER OF LOT 5 IN ASSESSOR'S DIVISION AFORESAID); THENCE NORTH 00°-00'-00" EAST ALONG THE WEST LINE OF SAID TRACT, BEING A HORIZONTAL PLANE HAVING AN ELEVATION OF +113.36 FEET, A DISTANCE OF 75.43 FEET (THE WEST LINE OF SAID TRACT ALSO BEING THE EAST LINE OF S. WABASH AVENUE); THENCE CONTINUING NORTH 00°-00'-00" EAST ALONG THE WEST LINE OF SAID TRACT, BEING A DECLINING PLANE, A DISTANCE OF 41.14 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ½ OF SAID LOT 7 HAVING AN ELEVATION OF +112.34 FEET; THENCE NORTH 89°-38'-58" EAST, ALONG THE NORTH LINE OF THE SOUTH ½ OF SAID LOT 7, BEING A HORIZONTAL PLANE HAVING AN ELEVATION OF +112.34 FEET, A DISTANCE OF 57.59 FEET; THENCE, SOUTH 00°-00'-00" WEST ALONG AN INCLINING PLANE, A DISTANCE OF 32.49 FEET TO A POINT HAVING AN ELEVATION OF +113.68 FEET; THENCE SOUTH 90°-00'-00" EAST, ALONG A DECLINING PLANE, A DISTANCE OF 29.02 FEET TO A POINT HAVING AN ELEVATION OF +113.05 FEET; THENCE NORTH 00°-00'-00" EAST ALONG A DECLINING PLANE, A DISTANCE OF 32.67 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ½ OF SAID LOT 7, SAID POINT HAVING AN ELEVATION OF +111.80 FEET; THENCE NORTH 89°-38'-58" EAST ALONG THE NORTH LINE OF THE SOUTH ½ OF SAID LOT 7, BEING A HORIZONTAL PLANE HAVING AN ELEVATION OF +111.80 FEET, A DISTANCE OF 94.24 FEET TO THE EAST LINE OF SAID LOT 7; THENCE SOUTH 00°-00'-25" EAST ALONG THE EAST LINE OF SAID LOT 7 BEING AN INCLINING PLANE, A DISTANCE OF 40.18 FEET TO A POINT HAVING AN ELEVATION OF +113.28 FEET (SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 7); THENCE SOUTH 89°-38'-41" WEST ALONG THE SOUTH LINE OF SAID LOT 7 BEING A HORIZONTAL PLANE HAVING AN ELEVATION +113.28 FEET, A DISTANCE OF 9.0 FEET TO THE NORTHEAST CORNER OF LOT 1 IN ASSESSOR'S DIVISION AFORESAID; THENCE SOUTH 00°-00'-25" EAST ALONG THE EAST LINE OF SAID LOT 1 BEING AN INCLINING PLANE, A DISTANCE OF 2.01 FEET TO A POINT HAVING AN ELEVATION OF +113.36 FEET; THENCE CONTINUING SOUTH 00°-00'-25" EAST ALONG THE EAST LINE OF SAID LOT 1 BEING A HORIZONTAL PLANE HAVING AN ELEVATION OF +113.36 FEET, A DISTANCE OF 74.33 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 89°-38'-10" WEST ALONG THE SOUTH LINE OF SAID TRACT BEING A HORIZONTAL PLANE HAVING AN

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ELEVATION OF +113.36 FEET, A DISTANCE OF 171.87 FEET TO THE PLACE OF BEGINNING (THE SOUTH LINE OF SAID TRACT ALSO BEING THE NORTH LINE OF E. ADAMS STREET), TOGETHER WITH THAT PART OF THE SOUTH ½ OF LOT 7 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO AFORESAID AND LOTS 1, 2, 3, 4 AND 5 IN ASSESSOR'S DIVISION AFORESAID WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +397.94 FEET, ALL IN COOK COUNTY, ILLINOIS.

P.I.N.: Part of 17-15-103-009-8001, 8002

Address: 125 S. Wabash Avenue, Chicago, Illinois 60603

Property of Cook County Clerk's Office

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## EXHIBIT C

### LEGAL DESCRIPTION OF DEMISED PREMISES AFTER THE PORTION OF THE ORIGINALLY DEMISED PREMISES DESCRIBED ON EXHIBIT B IS CONVEYED BY LESSOR TO LESSEE

THAT PART OF THE SOUTH ½ OF LOT 7 IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH SUB LOTS 1, 2, 3, 4 AND 5 OF ASSESSOR'S DIVISION OF LOT 10 IN BLOCK 4 IN FRACTIONAL SECTION 15 AFORESAID ALL TAKEN AS A SINGLE TRACT OF LAND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +397.94 CHICAGO CITY DATUM (ALL ELEVATIONS HEREINAFTER DESCRIBED ARE CHICAGO CITY DATUM) EXCEPTING FROM SAID TRACT THAT PART WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +126.75 FEET AND WHICH LIES ABOVE THE FOLLOWING DESCRIBED HORIZONTAL, INCLINING AND DECLINING PLANES: BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT (THE SOUTHWEST CORNER OF SAID TRACT ALSO BEING THE SOUTHWEST CORNER OF LOT 5 IN ASSESSOR'S DIVISION AFORESAID); THENCE NORTH 00°-00'-00" EAST ALONG THE WEST LINE OF SAID TRACT, BEING A HORIZONTAL PLANE HAVING AN ELEVATION OF +113.36 FEET, A DISTANCE OF 75.43 FEET (THE WEST LINE OF SAID TRACT ALSO BEING THE EAST LINE OF S. WABASH AVENUE); THENCE CONTINUING NORTH 00°-00'-00" EAST ALONG THE WEST LINE OF SAID TRACT, BEING A DECLINING PLANE, A DISTANCE OF 41.14 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ½ OF SAID LOT 7 HAVING AN ELEVATION OF +112.34 FEET; THENCE NORTH 89°-38'-58" EAST, ALONG THE NORTH LINE OF THE SOUTH ½ OF SAID LOT 7, BEING A HORIZONTAL PLANE HAVING AN ELEVATION OF +112.34 FEET, A DISTANCE OF 57.59 FEET; THENCE SOUTH 00°-00'-00" WEST ALONG AN INCLINING PLANE, A DISTANCE OF 32.49 FEET TO A POINT HAVING AN ELEVATION OF +113.68 FEET; THENCE SOUTH 90°-00'-00" EAST, ALONG A DECLINING PLANE, A DISTANCE OF 29.02 FEET TO A POINT HAVING AN ELEVATION OF +113.05 FEET; THENCE NORTH 00°-00'-00" EAST ALONG A DECLINING PLANE, A DISTANCE OF 32.67 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ½ OF SAID LOT 7, SAID POINT HAVING AN ELEVATION OF +111.80 FEET; THENCE NORTH 89°-38'-58" EAST ALONG THE NORTH LINE OF THE SOUTH ½ OF SAID LOT 7, BEING A HORIZONTAL PLANE HAVING AN ELEVATION OF +111.80 FEET, A DISTANCE OF 94.24 FEET TO THE EAST LINE OF SAID LOT 7; THENCE SOUTH 00°-00'-25" EAST ALONG THE EAST LINE OF SAID LOT 7 BEING AN INCLINING PLANE, A DISTANCE OF 40.18 FEET TO A POINT HAVING AN ELEVATION OF +113.28 FEET (SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 7); THENCE SOUTH 89°-38'-41" WEST ALONG THE SOUTH LINE OF SAID LOT 7 BEING A HORIZONTAL PLANE HAVING AN ELEVATION +113.28 FEET, A DISTANCE OF 9.0 FEET TO THE NORTHEAST CORNER OF LOT 1 IN ASSESSOR'S DIVISION AFORESAID; THENCE SOUTH 00°-00'-25" EAST ALONG THE EAST LINE OF SAID LOT 1 BEING AN INCLINING PLANE, A DISTANCE OF 2.01 FEET TO A POINT HAVING AN ELEVATION OF +113.36 FEET; THENCE CONTINUING SOUTH 00°-00'-25"

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EAST ALONG THE EAST LINE OF SAID LOT 1 BEING A HORIZONTAL PLANE HAVING AN ELEVATION OF +113.36 FEET, A DISTANCE OF 74.33 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 89°-38'-10" WEST ALONG THE SOUTH LINE OF SAID TRACT BEING A HORIZONTAL PLANE HAVING AN ELEVATION OF +113.36 FEET, A DISTANCE OF 171.87 FEET TO THE PLACE OF BEGINNING (THE SOUTH LINE OF SAID TRACT ALSO BEING THE NORTH LINE OF E. ADAMS STREET), ALL IN COOK COUNTY, ILLINOIS.

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