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Cook County Recorder of Deeds
Date: 05/14/2008 12:59 PM Pg: 1 of 5

**PREPARED BY AND
AFTER RECORDING RETURN
TO:**

Jennifer M. Bloom

Schain, Burney, Ross & Citron, Ltd.

222 N. LaSalle St., Ste. 1910

Chicago, IL 60601

Above space for Recorder's use only

TO RECORD

CONDOMINIUM REAL ESTATE CONTRACT

Permanent Index Number: 17-04-217-072-0000

Property Address: 1344 Sutton Place, Chicago, Illinois 60610

Legal Description attached hereto as Exhibit "A"

Property of Cook County Clerk's Office

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CONDOMINIUM REAL ESTATE SALE CONTRACT (Including condominium provisions)



1 This Contract is made between John & Mary Levy (Buyer) and Michael J. McVey (Seller) collectively.
 2 "Parties", to convey the real property known as 1344 Jackson Pl Chicago IL 60610 (Property), including parking
 3 space number _____ (check applicable) / deducted / limited common element assigned. A fully executed original of this Contract shall be held by Listing Broker. The date
 4 of the offer of this Contract is Feb 21, 2008.

5 **1. Features and Personal Property.** In addition to the Property, Seller shall transfer to Buyer by a Bill of Sale, all heating, cooling, electrical and plumbing
 6 systems, together with the following checked items:

- | | | | | |
|--|--|---|--|--|
| 7 <input type="checkbox"/> T.V. Antenna | <input checked="" type="checkbox"/> Washer | <input type="checkbox"/> Central air conditioner | <input type="checkbox"/> Water access | <input type="checkbox"/> Wall to wall carpeting |
| 8 <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Dryer | <input type="checkbox"/> Window air conditioner | <input type="checkbox"/> Fireplace gas log | <input type="checkbox"/> Existing stairs & screens |
| 9 <input type="checkbox"/> Oven/Range | <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Exhaust air filter | <input type="checkbox"/> Hardwood | <input type="checkbox"/> Radiator covers |
| 10 <input type="checkbox"/> Microwave | <input type="checkbox"/> Stove and oven: stainless steel | <input type="checkbox"/> Central humidifier | <input type="checkbox"/> Lighting fixtures | <input type="checkbox"/> All planned vegetation |
| 11 <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Garage disposal | <input type="checkbox"/> Single window and equipment | <input type="checkbox"/> Stump puller | <input type="checkbox"/> Trash compactor |
| 12 <input type="checkbox"/> Outdoor shed | <input type="checkbox"/> Staircase or attached shading | <input type="checkbox"/> Home warranty (see attachment) | <input type="checkbox"/> Security system | <input type="checkbox"/> Window treatments |
| 13 <input type="checkbox"/> Ceiling fan | <input type="checkbox"/> Electronic garage door(s) with remote control | | | |

14 Seller also transfers the following: _____ The following items are specifically excluded:
 15 **2. Purchase Price.** The purchase price for the Property and the taxes thereon in Paragraph 1 is \$900,000 (Purchase Price).
 16 **3. Earnest Money.** Upon execution of this Contract, Buyer shall deposit with Seller (Escrow Agent), initial earnest money in the
 17 amount of \$5,000 in the form of cash (Escrow Agent). The Initial Earnest Money shall be returned and the
 18 Contract shall be of no force or effect if the Contract is not accepted by Seller on or before Feb 21, 2008. The Initial Earnest Money shall be increased to equal
 19 the Purchase Price ("Final Earnest Money") within 3 business days after the expiration of the Attorney Approval Period (See Paragraph 13 of this Contract) (the
 20 Initial and Final Earnest Money are collectively referred to as the "Earnest Money"). Buyer and Seller shall execute all mutually agreed and necessary documents with
 21 regard to the Earnest Money. Except as otherwise provided, Buyer shall pay all expenses with regard to the Earnest Money.

22 **4. Payment of Balance.** Mortgage Commitment. In addition to the Final Earnest Money, the balance of the Purchase Price shall be paid by closing, plus or
 23 minus adjustments, by cash, another's check, certified check, wire transfer of funds, or other payment mutually agreed by the Parties. (b) This Contract is contingent upon
 24 Buyer obtaining by _____ (Mortgage Commitment Letter) a written commitment ("Required Commitment") for a fixed rate or an adjustable rate mortgage
 25 permitted to be made by a U.S. or Illinois savings and loan association or bank for a _____ the interest rate for initial interest rate if an adjustable rate
 26 mortgage) not to exceed _____% per year, amortized over _____ years, payable monthly, less the net to extend _____%, plus applicable and credit report fee, if any
 27 ("Required Mortgage"). If the Required Mortgage has a balloon payment, it shall be due no later than _____ years. Buyer shall pay for private mortgage insurance as
 28 required by the lending institution. If a FHA or VA mortgage is to be obtained, Rider 8, Rider 9, or the HUD-1 form shall be attached to this Contract. (1) If Buyer is
 29 unable to obtain the Required Commitment by the First Commitment Date, Seller or Buyer shall notify Seller in writing on or before that Date. Seller may, within 30 business
 30 days after the First Commitment Date (Second Commitment Date) or shall so notify Seller in writing on or before that Date. Seller may, within 30 business
 31 days after the First Commitment Date, terminate this Contract and return the Earnest Money to Buyer. If Buyer does not notify Seller in writing on or before the
 32 Second Commitment Date, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. (2) If Buyer does not
 33 obtain the Required Commitment by the First Commitment Date, Buyer shall be deemed to have accepted the mortgage and this Contract shall remain in full force and effect.

34 **5. Deed.** At closing, Seller shall execute and deliver to Buyer, or cause to be executed and delivered to Buyer, a marketable Warranty Deed with release of homestead
 35 rights (or other appropriate deed if this is in trust or in an estate) or Articles of Agreement, if applicable, subject only to the following: if any easements, conditions, and
 36 encumbrances of record; public and utility easements; existing leases and tenancies; special governmental, tribal or municipal laws or ordinances for improvements not yet completed;
 37 unrecorded special governmental, tribal or municipal laws or ordinances; special deed covenants for the year 2000 and subsequent years; the mortgage or trust deed referred to in
 38 Paragraph C of the General Provisions of this Contract; and Rider 7, if applicable.

39 **6. Real Estate Taxes, Assessments and Fees.** Seller represents that the 2007 general real estate taxes are \$9,000.00. General real estate taxes shall
 40 be prorated as mutually agreed by the Parties prior to the expiration of the Attorney Approval Period. Seller represents that as of the Acceptance Date, the regular
 41 monthly assessment pertaining to this unit is \$150; a special assessment has not (or has only) been levied. The total amount of the special assessment
 42 pertaining to this unit was \$ and the remaining amount due at closing will be \$ and shall be paid by Buyer as closing.
 43 Buyer acknowledges and agrees that (a) the representations in this Paragraph are provided as of the Acceptance Date; (b) this may change, and these fees may
 44 increase prior to the closing date; and (c) Seller is under no obligation to notify Buyer of any changes to this information, and, where a change occurs, this Contract shall
 45 remain in full force and effect. Seller shall furnish Buyer a statement from the proper governmental representative certifying that Seller is current in payment of the
 46 assessments, and, if applicable, part of water or sewer or termination of any right of first refusal or similar option contained in the Declaration of Condominium or bylaws of the
 47 Association for the transfer of ownership. Seller shall deliver to Buyer the Condominium Declaration including all amendments and bylaws, and regulations, the
 48 year and current year operating budgets, and, if a resale, the documents, statements, and information described in Section 21.1(a) of the Illinois Condominium Property
 49 Act, all within 3 business days of the Acceptance Date. Seller agrees to pay any applicable processing/transferring fees as required by the Condominium
 50 Association, and Buyer agrees to pay the credit report and notes to the Association. If the right of first refusal or similar option is released, this
 51 Contract shall be null and void and the Earnest Money shall be returned to Buyer, but Seller shall owe the commission pursuant to Paragraph 5 of the General Provisions
 52 of this Contract.

53 **7. Closing.** Closing or escrow payment shall be on Feb 21, 2008 (except as provided in Paragraph 6(b) of this Contract), provided title has been shown to be
 54 good or is accepted by Buyer, at a time and location mutually agreed upon by the parties.

55 **8. Possession.** (a) Seller agrees to surrender possession of the Property on or before Feb 21, 2008 ("Possession Date"), provided the transaction has closed.
 56 (b) If the Possession Date is not the date of closing, then, at closing, Seller shall pay to Buyer \$1,000 per day for the use and occupancy commencing the first day after
 57 closing to and including the Possession Date or on a monthly basis, whichever period is shorter ("Use/Occupancy Payments"). Buyer shall refund any part of
 58 the Purchase Price ("Possession Escrow") to guarantee possession on or before the Possession Date, which sum shall be held from the net proceeds at closing on
 59 Escrower's form of receipt. If Seller does not surrender the Property on the Possession Date, Seller shall pay to Buyer, in addition to the Use/Occupancy Payments, the
 60 sum of 10% of the original amount of the Possession Escrow per day up to and including the day possession is surrendered to Buyer plus any unpaid Use/Occupancy
 61 Payments to the date possession is surrendered, these amounts to be paid out of the Possession Escrow and the balance, if any, to be returned to Seller. Acceptance of
 62 payment by Buyer shall not limit Buyer's other legal remedies. Seller and Buyer hereby acknowledge that Escrower shall not distribute the Possession Escrow without
 63 the joint written direction of Seller and Buyer. If either Party objects to disposition of the Possession Escrow, then Escrower may deposit the Possession Escrow with the
 64 Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. Escrower shall be reimbursed from the Possession Escrow for all costs, including
 65 reasonable attorneys' fees, related to the filing of the Interpleader and the Parties indemnify and hold Escrower harmless from any and all claims and demands, including
 66 the payment of reasonable attorneys' fees, costs, and expenses.

#20,000



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13 9. Miscellaneous. Buyer has received the Residential Real Property Disclosure Report -- Q Yes/Q No; Lead Paint Disclosure Q Yes/Q No
 14 10. Dual Agency. The Parties consent to SANDIA KITE ("Licensee") to act as Dual Agent in providing brokerage services on their behalf and specifically
 15 consent to Licensee acting as Dual Agent in the transaction covered by this Contract. Seller(s) Initials: _____ Buyer(s) Initials: _____
 16 11. Assesment Modification. Within _____ business days after the Acceptance Date ("Attorney Approval Period"), the Parties' respective attorneys may make
 17 modifications to this Contract ("Proposed Modifications") on matters other than the Purchase Price, broker's compensation, and dates, that are mutually acceptable to
 18 the Parties. If, within the Attorney Approval Period, the Parties cannot reach agreement regarding the Proposed Modifications, then either Party may terminate this
 19 Contract by written notice to the other Party. In that event, this Contract shall be null and void, and the Earnest Money shall be returned upon joint written direction of
 20 the Parties to Escrow. **IN THE ABSENCE OF DELIVERY OF PROPOSED MODIFICATIONS PRIOR TO THE EXPIRATION OF THE ATTORNEY APPROVAL**
 21 **PERIOD, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.**
 22 12. Inspection. In addition to the inspection provided in Paragraph 3 of the General Conditions of this Contract, within _____ business days after the Acceptance Date
 23 ("Inspection Period"), Buyer may provide at its expense (unless otherwise provided by law) a home, radon, environmental, lead-based paint and lead-based paint
 24 hazards (unless separately waived, wood infestation, and/or mold inspection(s) of the Property ("Inspections") by one or more properly licensed or certified inspection
 25 personnel ("Inspectors"). The Inspections shall include only major components of the Property, including, without limitation, central heating, central cooling, plumbing,
 26 well, and electric systems, roofs, walls, windows, ceilings, floors, appliances, and foundations. A major component shall be deemed to be in operating condition if it
 27 performs the function for which it is intended, regardless of age, and does not constitute a health or safety threat. Buyer shall indemnify Seller from and against any loss
 28 or damage to the Property or personal injury caused by Buyer or Buyer's Inspectors. Prior to expiration of the Inspection Period, Buyer shall notify Seller or Seller's
 29 attorney in writing ("Buyer's Inspection Notice") of any defects disclosed by the Inspections that are unacceptable to Buyer, together with a copy of the pertinent pages
 30 of the relevant Inspectors' report. Buyer agrees that minor repairs and maintenance costing less than \$200 shall not constitute defects covered by this Paragraph. If the
 31 Parties have not reached written agreement regarding the Inspection issues within the Inspection Period, then either Party may terminate this Contract by written notice
 32 to the other Party. In the event of such notice, this Contract shall be null and void and the Earnest Money shall be refunded to Buyer upon joint written direction of the
 33 Parties to Escrow. **IN THE ABSENCE OF WRITTEN NOTICE PRIOR TO EXPIRATION OF THE INSPECTION PERIOD, THIS PROVISION SHALL BE**
 34 **DEEMED WAIVED BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.**
 35 13. General Provisions and Addenda. **THIS CONTRACT INCLUDES THE GENERAL PROVISIONS ON THE REVERSE SIDE OF THIS CONTRACT AND**
 36 **THE ENDERS ATTACHED TO AND MADE A PART OF THIS CONTRACT.**

36 ACCEPTANCE DATE: 2/25/08 _____

37 Buyer Signature: [Signature] Seller Signature: [Signature]

38 Buyer Signature: _____ Seller Signature: _____

39 Print Buyer(s) Name(s): Joak and Molly Levy Print Seller(s) Name(s): Michael J. M. Korte

40 Social Security #: _____ Social Security #: _____

41 Address: _____ City: _____ State: _____ Zip: _____ A/C on: _____ City: _____ State: _____ Zip: _____

42 312-787-9058 levcoagopl@gmail.com _____ _____

43 Phone (H): _____ Email: _____

44 FOR INFORMATIONAL PURPOSES: _____ _____

45 Seller: Sudler Sobhy's Int'l Realty - Sandia Kite Sudler Sobhy's Int'l Realty - Sandia Kite

46 Selling Office and Agent: _____ MLS #: _____ Email: _____ Listing Office and Agent: _____ MLS #: _____ Email: _____

47 919 N. Michigan Ave. 3rd Fl - Chicago, IL 919 N. Michigan Ave. 3rd Fl - Chicago, IL

48 Address: _____ City: _____ State: _____ Zip: _____ Address: _____ City: _____ State: _____ Zip: _____

49 Phone: 312-654-8530 Fax: 312-751-8052 Phone: 312-654-8530 Fax: 312-751-8052

50 Jennifer Bloom Bell Blatter

51 Buyer's Attorney: _____ Email: _____ Seller's Attorney: _____ Email: _____

52 J.Bloom@schainlaw.com _____ Blatterlaw@aol.com _____

53 Address: _____ City: _____ State: _____ Zip: _____ Address: _____ City: _____ State: _____ Zip: _____

54 Phone: 312-332-2220 Fax: 312-332-4514 Phone: 773-506-2200 Fax: 773-506-2212

55 Mortgage Company: _____ Loan Officer: _____

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118 **A. Prorations.** Rent, interest on existing mortgages, if any, water taxes and other taxes shall be prorated to date of closing. If the Property is improved, but the
119 last available tax bill is on vacant land, the Parties shall prororate taxes when the bill on improved property is available. Security deposits, if any, shall be paid to Buyer at
120 closing.

121 **B. Uniform Vendor and Purchaser Risk Act.** The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this
122 Contract.

123 **C. Title.** At least five days prior to the closing date, Seller shall deliver to Buyer or his agent evidence of merchantable title in the intended grantee by delivering
124 a Commitment for Title Insurance of a title insurance company having a date on or subsequent to the Acceptance Date. In the amount of the Purchase Price, subject to any
125 other exceptions than those previously noted within this Contract and to general exceptions contained in the commitment. Delay in delivery by Seller of a Commitment for
126 Title Insurance due to delay by Buyer's mortgagee in recording mortgage and bringing down title shall not be a default of this Contract. Every Commitment for Title
127 Insurance furnished by Seller shall be conclusive evidence of title as shown. If evidence of title discloses other exceptions, Seller shall have 30 days after Seller's receipt of
128 evidence of title to cure the exceptions and notify Buyer accordingly. As to those exceptions that may be removed at closing by payment of money, Seller may have those
129 exceptions removed or closing by using the proceeds of this sale.

130 **D. Notice.** All notices required by this Contract shall be in writing and shall be served upon the Parties or their attorneys at the addresses provided in this
131 Contract. The mailing of notice by registered or certified mail, return receipt requested, shall be sufficient service when the notice is mailed. Notices may also be served
132 by personal delivery or commercial delivery service, by mail-order, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice with
133 proof of transmission being sent by regular mail on the date of transmission. In addition, electronic signatures shall be sufficient for purposes of executing, negotiating,
134 and finalizing this Contract. E-mail notices shall be deemed valid and received by the addressee when delivered by e-mail and opened by the recipient, provided that a
135 copy of the e-mail notice is also sent by regular mail to the recipient on the date of transmission.

136 **E. Disposition of Earnest Money.** In the event of default by Buyer, the Earnest Money, less expenses and commission of the Listing Broker, shall be paid to
137 Seller. If Seller defaults, the Earnest Money, at the option of Buyer, shall be refunded to Buyer, but such refunding shall not release Seller from the obligations of this
138 Contract. In the event of any default, Escrowee shall give written notice to Seller and Buyer indicating Escrowee's intended disposition of the Earnest Money and request
139 Seller's and Buyer's written consent to the Escrowee's intended disposition of the Earnest Money within 30 days after the notice. However, Seller and Buyer acknowledge
140 that if Escrowee is a licensed real estate broker, Escrowee may not distribute the Earnest Money without the joint written direction of Seller and Buyer or their authorized
141 agents. If Escrowee is not a licensed real estate broker, Seller and Buyer agree that if neither Party objects, in writing, to the proposed disposition of the Earnest Money
142 within 30 days after the date of the notice, then Escrowee shall proceed to disburse the Earnest Money as previously notified by Escrowee. If either Seller or Buyer objects
143 to the intended disposition within the 30-day period, or if Escrowee is a licensed real estate broker and does not receive the joint written direction of Seller and Buyer
144 authorizing disposition of the Earnest Money, then the Escrowee may deposit the Earnest Money with the Clerk of the Circuit Court by the filing of an action in the
145 name of an escrowholder. Escrowee may be reimbursed from the Earnest Money for all costs, including reasonable attorney's fees, related to the filing of the Interpleader
146 and the Parties indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs, and expenses
147 arising out of those claims and demands.

148 **F. Operational Systems.** Seller represents that the following, if not a common element, being the heating, plumbing, electrical, central cooling, ventilating
149 systems, appliances, and fixtures on the Property are in good order and will be so at the time of closing. Buyer shall have the right to inspect the Property during the
150 48-hour period immediately prior to closing to verify that the Property is in working order and that the Property is in substantially the same condition, normal wear and tear
151 accepted, as of the Acceptance Date.

152 **G. Installation Disclosure Requirements.** If the Property is new construction, Buyer and Seller shall comply with all installation disclosure requirements as
153 provided by the Federal Trade Commission, and Rider 1B is attached.

154 **H. Code Violations.** Seller warrants that no notice from any city, county or other governmental authority of a dwelling code violation that currently exists on
155 the Property has been issued and received by Seller or Seller's agent ("Code Violation Notice"). If a Code Violation Notice is received after the Acceptance Date and
156 before closing, Seller shall promptly notify Buyer of the Notice.

157 **I. Heating Cost Disclosure.** If the Property is located in the City of Chicago, Seller and Buyer shall comply with provisions of Chapter 6-16-010 of the Chicago
158 Code of Ordinances concerning Heating Cost Disclosure for the Property.

159 **J. Escrow Closing.** At the written request of Seller or Buyer received prior to the delivery of the deed under this Contract, this sale shall be closed through an
160 escrow with a title insurance company, in accordance with the general provisions of the usual form of deed and money escrow agreement then furnished and in use by the
161 title insurance company, with such special provisions inserted in the escrow agreement as may be required to comply with this Contract. Upon the creation of an escrow,
162 payment of Purchase Price and delivery of deed shall be made through the escrow, this Contract and the Earnest Money shall be deposited in the escrow, and the Broker
163 shall be made a party to the escrow with regard to commission due. The cost of the escrow shall be divided equally between Buyer and Seller.

164 **K. Affidavit of Title ALTA.** Seller agrees to furnish to Buyer an affidavit of title subject only to those items set forth in this Contract, and an ALTA form if
165 required by Buyer's mortgagee, or the title insurance company, for extended coverage.

166 **L. Legal Description.** The Parties may amend this Contract to attach a complete and correct legal description of the Property.

167 **M. RESPA.** Buyer and Seller shall make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement
168 Procedures Act of 1974, as amended.

169 **N. Transfer Taxes.** Seller shall pay the amount of any stamp tax imposed by the state and county on the transfer of title, and shall furnish a completed
170 declaration signed by Seller or Seller's agent in the form required by the state and county, and shall furnish any declaration signed by Seller or Seller's agent or meet other
171 requirements as established by any local ordinance with regard to a transfer or transaction tax. Any real estate transfer tax required by local ordinance shall be paid by
172 the person designated in that ordinance.

173 **O. Removal of Personal Property.** Seller shall remove from the Property by the Foundation Date all debts and Seller's personal property not conveyed by Bill
174 of Sale to Buyer.

175 **P. Surrender.** Seller agrees to surrender possession of the Property in the same condition as it is on the Acceptance Date, ordinary wear and tear excepted,
176 subject to paragraph B of the General Provisions of this Contract. To the extent that Seller fails to comply with this provision, Seller shall not be responsible for that
177 portion of the total cost related to this violation that is below \$500.00.

178 **Q. Time.** Time is of the essence for purposes of this Contract.

179 **R. Number.** Wherever appropriate within this Contract, the singular includes the plural.

180 **S. Flood Plain Insurance.** In the event the Property is in a flood plain and flood insurance is required by Buyer's lender, Buyer shall pay for that insurance.

181 **T. Business Days and Time.** Any reference in this Contract to "day" or "days" shall mean business days, and not calendar days. Business days are Monday,
182 Tuesday, Wednesday, Thursday, and Friday, excluding all official federal and state holidays.

183 **U. Patriot Act.** Seller and Buyer represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation
184 named by Executive Order or the United States Treasury Department as a Specially Designated National and Blocked Person, or other named or blocked person, entity,
185 nation or transaction pursuant to any law, order, rule or regulation which is enforced or administered by the Office of Foreign Assets Control ("OFAC"), and that they are
186 not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or
187 nation. Each Party shall defend, indemnify, and hold harmless the other Party from and against any and all claims, damages, losses, debts, liabilities, and expenses
188 (including reasonable attorney's fees and costs) arising from or related in any way to the foregoing representation and warranty.

189 **V. Brokerage.** The Real Estate Brokers named in this Contract shall be compensated in accordance with their agreements with their clients and/or any offer of
190 compensation made by the Listing Broker in a multiple listing service in which the listing and Cooperating Broker both participate.

UNOFFICIAL COPY**Exhibit "A"****PARCEL 1:**

THAT PART OF A TRACT OF LAND DESCRIBED AS FOLLOWS (SAID TRACT TO BE DESCRIBED
HEREINAFTER):

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID TRACT 251.10 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 20.33 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 20.0 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 53.47 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 20.0 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 53.47 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO THE ABOVE DESCRIBED PARCEL BEING A PART OF A TRACT OF LAND COMPRISING PARTS OF LOTS 23 AND 24 IN ASSESSOR'S DIVISION OF LOTS 16 TO 23 INCLUSIVE IN BRONSON'S ADDITION TO CHICAGO, ALSO ALL OF LOTS 13 TO 16, BOTH INCLUSIVE, AND LOT 17 (EXCEPT THE NORTH 4.40 FEET THEREOF) IN THE SUBDIVISION OF LOT 15 (EXCEPT THE NORTH 47 10/12 FEET) IN BRONSON'S ADDITION OF CHICAGO, ALSO LOT 11 (EXCEPT THE NORTH 25 FEET THEREOF) IN CHICAGO LAND CLEARANCE COMMISSION NUMBER 3, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED ALLEYS IN BRONSON'S ADDITION TO CHICAGO AND CERTAIN RESUBDIVISION, ALL IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID LOT 24, 264.58 FEET NORTH OF THE NORTH LINE OF WEST GOETHE STREET, SAID NORTH LINE OF WEST GOETHE STREET ALSO BEING THE SOUTH LINE OF LOT 14 IN SAID CHICAGO LAND CLEARANCE COMMISSION NUMBER 3; RUNNING THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ON THE WEST LINE OF SAID LOT 24, LOTS 13, 14, 15, 16 AND 17 AND LOT 11, SAID WEST LINE ALSO BEING THE EAST LINE OF NORTH CLARK STREET, FOR A DISTANCE OF 335.10 FEET TO THE SOUTH LINE OF THE NORTH 25.0 FEET OF LOT 11 IN SAID CHICAGO LAND CLEARANCE COMMISSION NUMBER 3; THENCE SOUTH 89 DEGREES 51 MINUTES 30 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH 25.0 FEET OF SAID LOT 11, 149.78 FEET TO THE WEST LINE OF A 20 FOOT ALLEY, THE SAME BEING THE EAST LINE OF SAID LOT 11 AND THE EAST LINE OF SAID LOTS 13, 14, 15, 16 AND 17, AND SAID LOTS 23 AND 24; THENCE SOUTH 00 DEGREES 01 MINUTES 49 SECONDS WEST ALONG SAID ALLEY LINE 358.20 FEET TO A POINT ON SAID ALLEY LINE WHICH IS 241.72 FEET NORTH OF THE NORTH LINE OF WEST GOETHE STREET, SAID NORTH LINE ALSO BEING THE SOUTH LINE OF LOT 14 IN SAID CHICAGO LAND CLEARANCE COMMISSION NUMBER 3; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 67.90 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 23.47 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 81.66 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS;

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF ABOVE DESCRIBED PARCEL AS SET FORTH IN THE DECLARATION DATED JANUARY 1, 1978 AND RECORDED MARCH 6, 1978 AS DOCUMENT NUMBER 24351547 AND FILED MARCH 6, 1978 AS DOCUMENT NUMBER LR3002764 AND AMENDED BY INSTRUMENT DATED JANUARY 16, 1979 AND RECORDED JANUARY 22, 1979 AS DOCUMENT NUMBER 24319852 AND FILED JANUARY 22, 1979 AS DOCUMENT NUMBER LR3072227 AND AS CREATED BY DEED DATED FEBRUARY 28, 1979 AND RECORDED APRIL 16, 1979 AS DOCUMENT NUMBER 24918520 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

Permanent Index No.: 17-04-217-072