



Doc#: 0916018024 Fee: \$72.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 06/09/2009 12:34 PM Pg: 1 of 19

Doc#: 0915916044 Fee: \$72.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/08/2009 01:53 PM Pg: 1 of 19

This Document Prepared by
and after Recording Return to:

Randall S. Kulat
Meltzer, Purtill & Stelle LLC
300 South Wacker Drive
Suite 3500
Chicago, Illinois 60606-6704

Permanent Real Estate Tax Index No.:
See Exhibit A

Address:
235 West Van Buren, Chicago, Illinois

*THIS DOCUMENT IS BEING
RE-RECORDED TO CORRECT
THE LEGAL DESCRIPTION.

**AMENDED AND RESTATED
ASSIGNMENT OF RENTS AND LEASES**

Re: 235 West Van Buren, Chicago, Illinois

THIS AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LEASES (this "Amended Assignment") is made and delivered as of June 8, 2009 by **235 THC, LLC**, an Illinois limited liability company ("Owner"), **235 W. VAN BUREN DEVELOPMENT CORPORATION**, an Illinois corporation ("Developer"), and **235 W. VAN BUREN, LLC**, an Illinois limited liability company ("Retail LLC") (the Owner, the Developer and Retail LLC are hereinafter collectively referred to as the "Assignor"), to and for the benefit of **COLE TAYLOR BANK**, an Illinois banking corporation, its successors and assigns ("Assignee").

RECITALS:

A. Pursuant to the terms of (i) that certain Acquisition and Refinance Loan Agreement, as amended from time to time, dated as of July 19, 2007 by and among Owner, Colin M. Kihnke ("Guarantor") and Assignee (the "Acquisition Loan Agreement"), (ii) that certain Mortgage and Security Agreement dated as of July 19, 2007, from Owner to Assignee recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on September 6, 2007, as Document No. 0724918034 ("Mortgage") (iii) that certain Construction Loan Agreement, as amended from time to time, dated July 19, 2007, among Developer, Guarantor and Assignee (the "Construction Loan Agreement", which, together with the Acquisition Loan Agreement, are hereinafter collectively referred to as the "Loan Agreement"), (iv) that certain Leasehold Mortgage and Security Agreement dated as of July 19, 2007, from Developer to Assignee recorded in the Recorder's Office on September 6, 2007, as Document

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No. 0724918035 ("Leasehold Mortgage") and other loan documents dated as of July 19, 2007, Assignee is the assignee under that certain Assignment of Rents and Leases dated as of July 19, 2007 and recorded on September 6, 2007, as Document No. 0724918036 (the "Assignment of Rents"), made by Owner and Developer in favor of Assignee.

B. The Assignment of Rents and Leases, together with the Mortgage and the Leasehold Mortgage, secures (a) that certain Acquisition and Refinance Note dated July 19, 2007 in the original principal amount of Eight Million Two Hundred Thirty-Seven Thousand Six Hundred Thirty-Two and 62/100 Dollars (\$8,237,632.62), as amended by that certain Note Modification Agreement dated as of January 19, 2008 between Owner and Lender (the "Acquisition Note"), and that certain Development Note dated January 19, 2008 in the original principal amount of One Hundred Fifty-One Million Seven Hundred Sixty-Two Thousand Three Hundred Sixty-Seven and 38/100 Dollars (\$151,762,367.38), as amended by that certain Note Modification Agreement dated as of January 19, 2008 between Developer and Lender (the "Development Note").

C. The Assignor and the Assignee have amended and restated the Mortgage and the Leasehold Mortgage pursuant to that certain Amended and Restated Mortgage and Security Agreement dated as of even date herewith (the "Amended Mortgage") from Assignor in favor of Assignee. Pursuant to that certain First Amendment to Loan Documents dated as of even date herewith among Assignor, Guarantor and Assignee, the Amended Mortgage shall secure (a) that certain Amended and Restated Acquisition and Refinance Note dated as of even date herewith in the amount of Eight Million Two Hundred Thirty Seven Thousand Six Hundred Thirty-Two and 62/100 Dollars (\$8,237,632.62) from the Assignor payable to the Assignee (the "Amended Acquisition Note"), and (b) that certain Amended and Restated Development Note dated as of even date herewith in the amount of One Hundred Fifty-One Million Seven Hundred Sixty-Two Thousand Three Hundred Sixty-Seven and 38/100 Dollars (\$151,762,367.38) from the Assignor payable to the Assignee (the "Amended Development Note"; the Amended Acquisition Note and the Amended Development Note are hereinafter collectively referred to as the "Amended Notes").

D. This Amended Assignment does hereby (i) amend, restate and replace the Assignment of Rents in its entirety, and (ii) along with the Amended Mortgage, secure the Amended Notes.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. **Definitions.** All capitalized terms which are not defined herein shall have the meanings ascribed thereto in the Amended Mortgage.
2. **Grant of Security Interest.** Each Assignor hereby grants, transfers, sets over and assigns to Assignee, all of the right, title and interest of such Assignor, if any, in and to (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the land legally described in **Exhibit A** attached hereto and made a part

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hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the "Premises"), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases (collectively, "Leases"), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises. This Amended Assignment is an absolute transfer and assignment of the foregoing interests to Assignee given to secure:

(a) Payment by Assignor when due of (i) the indebtedness evidenced by the Amended Notes and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to Assignee by Assignor under or with respect to the Loan Documents (as defined in the Loan Agreement); and (iii) all costs and expenses paid or incurred by Assignee in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and

(b) Observance and performance by Assignor of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Assignor or any other obligor to or benefiting Assignee which are evidenced or secured by or otherwise provided in the Amended Notes, this Amended Assignment or any of the other Loan Documents, together with all amendments and modifications thereof.

3. **Representations and Warranties of Assignor.** The Assignor represents and warrants to Assignee that:

(a) this Amended Assignment, as executed by Assignor, constitutes the legal and binding obligation of Assignor enforceable in accordance with its terms and provisions;

(b) there are, as of the date hereof, no Leases in effect;

(c) there is no other existing assignment of Assignor's entire or any part of its interest in or to any of the Leases, or any of the rents, issues, income or profits assigned hereunder, nor has any Assignor entered into any agreement to subordinate any of the Leases or such Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;

(d) Assignor has not executed any instrument or performed any act which may prevent Assignee from operating under any of the terms and provisions hereof or which would limit Assignee in such operation; and

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(e) there are no defaults by the landlord and, to Assignee's knowledge, there are no material defaults by tenants under any Leases.

4. **Covenants of Assignor.** Assignor covenants and agrees that so long as this Amended Assignment shall be in effect:

(a) Assignor shall not lease any portion of the Premises unless Assignor obtains Assignee's prior written consent to all aspects of such lease in accordance with the provisions of the Loan Agreement;

(b) Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and Assignor shall not do or suffer to be done anything to impair the security thereof. Assignor shall not (i) release the liability of any tenant under any Lease, (ii) consent to any tenant's withholding of rent or making monetary advances and off-setting the same against future rentals, (iii) consent to any tenant's claim of a total or partial eviction, (iv) consent to a tenant termination or cancellation of any Lease, except as specifically provided therein, or (v) enter into any oral leases with respect to all or any portion of the Premises;

(c) Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty (30) days in advance of the time when the same shall become due, except for security or similar deposits;

(d) Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents;

(e) Assignor shall not modify the terms and provisions of any Lease, nor shall Assignor give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease, except as expressly permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease, without Assignee's prior written consent; provided, however, that Assignor may cancel or terminate any Lease as a result of a material default by the tenant thereunder and failure of such tenant to cure the default within the applicable time periods set forth in the Lease;

(f) Assignor shall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder; any termination fees payable under a Lease for the early termination or surrender thereof shall be paid jointly to Assignor and Assignee;

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(g) Assignor shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law;

(h) Assignor shall not waive or excuse the obligation to pay rent under any Lease;

(i) Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of Assignee, including court costs and reasonable attorneys' fees, in any such action or proceeding in which Assignee may appear;

(j) Assignor shall give prompt notice to Assignee of any notice of any default by the lessor under any Lease received from any tenant or guarantor thereunder;

(k) Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the tenants and guarantors thereunder and shall immediately notify Assignee of any material breach by the tenant or guarantor under any such Lease;

(l) Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;

(m) No Assignor shall execute hereafter any Lease unless there shall be included therein a provision providing that the tenant thereunder acknowledges that such Lease has been assigned pursuant to this Amended Assignment and agrees not to look to Assignee as mortgagee, mortgagee in possession or successor in title to the Premises for accountability for any security deposit required by lessor under such Lease unless such sums have actually been received in cash by Assignee as security for tenant's performance under such Lease; and

(n) If any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Assignor covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Assignee. Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which shall be applied in accordance with the provisions of Section 8 below.

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5. **Rights Prior to Default.** Unless or until an Event of Default (as defined in Section 6) shall occur, Assignor shall have the right to collect, at the time (but in no event more than thirty (30) days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence of an Event of Default, Assignor's right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to Assignor. Assignee shall have the right to notify the tenants under the Leases of the existence of this Amended Assignment at any time.

6. **Events of Default.** An "Event of Default" shall occur under this Amended Assignment upon the occurrence of (a) a breach by Assignor of any of the covenants, agreements, representations, warranties or other provisions hereof which is not cured or waived within the applicable grace or cure period, if any, set forth in the Loan Agreement, or (b) any other Event of Default described in the Amended Notes, the Amended Mortgage or the other Loan Documents.

7. **Rights and Remedies Upon Default.** At any time upon or following the occurrence of any Event of Default, Assignee, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing Assignor or any guarantor of the Amended Notes from any obligation, and with or without bringing any action or proceeding to foreclose the Amended Mortgage or any other lien or security interest granted by the Loan Documents:

(a) Declare the unpaid balance of the principal sum of the Amended Notes, together with all accrued and unpaid interest thereon, immediately due and payable;

(b) Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which Assignee deems necessary or proper;

(c) Either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Amended Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to Assignee, without proof of default hereunder, upon receipt from Assignee of written notice to thereafter pay all such rents and other amounts to Assignee and to comply with any notice or demand by Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and Assignor shall

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facilitate in all reasonable ways Assignee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to Assignee; and

(d) Make any payment or do any act required herein of Assignor in such manner and to such extent as Assignee may deem necessary, and any amount so paid by Assignee shall become immediately due and payable by Assignor with interest thereon until paid at the Default Rate and shall be secured by this Amended Assignment.

8. **Application of Proceeds.** All sums collected and received by Assignee out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default shall be applied in accordance with the Illinois Mortgage Foreclosure Law (Chapter 735, Sections 5/15-1101 *et seq.*, Illinois Compiled Statutes) and, unless otherwise specified in such act, in such order as Assignee shall elect in its sole and absolute discretion.

9. **Limitation of Assignee's Liability.** Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises or from any other act or omission of Assignee in managing, operating or maintaining the Premises following the occurrence of an Event of Default. Assignee shall not be obligated to observe, perform or discharge, nor does Assignee hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of Assignor under or by reason of this Amended Assignment. Each Assignor shall and does hereby agree to indemnify, defend (using counsel satisfactory to Assignee) and hold Assignee harmless from and against any and all liability, loss or damage which Assignee may incur under any Lease or under or by reason of this Amended Assignment and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however, in no event shall Assignor be liable for any liability, loss or damage which Assignor incurs as a result of Assignee's gross negligence or willful misconduct. Should Assignee incur any such liability, loss or damage under any Lease or under or by reason of this Amended Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by Assignor with interest thereon at the Default Rate and shall be secured by this Amended Assignment. This Amended Assignment shall not operate to place responsibility upon Assignee for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make Assignee responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth herein or in the Amended Mortgage, and no exercise by Assignee of any of the rights set forth herein or in the Amended Mortgage shall constitute or be construed as constituting Assignee a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereof or of the Amended Mortgage.

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10. **No Waiver**. Nothing contained in this Amended Assignment and no act done or omitted to be done by Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under any of the Loan Documents. This Amended Assignment is made and accepted without prejudice to any of the rights and remedies of Assignee under the terms and provisions of such instruments, and Assignee may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Assignee may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

11. **Further Assurances**. Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as Assignee may designate) and shall do or cause to be done such further acts, as Assignee may request, in order to permit Assignee to perfect, protect, preserve and maintain the assignment made to Assignee by this Amended Assignment.

12. **Security Deposits**. Assignor acknowledges that Assignee has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that Assignee assumes no responsibility or liability for any security so deposited.

13. **Severability**. If any provision of this Amended Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Assignee and Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Amended Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

14. **Successors and Assigns**. This Amended Assignment is binding upon each Assignor, jointly and severally, and their respective successors and permitted assigns, and the rights, powers and remedies of Assignee under this Amended Assignment shall inure to the benefit of Assignee and its successors and assigns.

15. **Written Modifications**. This Amended Assignment shall not be amended, modified or supplemented without the written agreement of Assignor and Assignee at the time of such amendment, modification or supplement.

16. **Duration**. This Amended Assignment shall become null and void at such time as Assignor shall have paid the principal sum of the Amended Notes, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents.

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17. **Governing Law.** This Amended Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

18. **Notices.** All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of Assignor and Assignee, as the case may be, as specified in the Amended Mortgage.

19. **Waiver of Trial by Jury.** ASSIGNOR AND ASSIGNEE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS AMENDED ASSIGNMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AMENDED ASSIGNMENT OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AMENDED ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST ASSIGNEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS AMENDED ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

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IN WITNESS WHEREOF, each Assignor has executed and delivered this Amended Assignment as of the day and year first above written.


ASSIGNOR:

235 THC, LLC, an Illinois limited liability company

BY: CK2 Development, LLC, an Illinois limited liability company, its Manager

By: 
Colin M. Kihnke, its Manager

235 W. VAN BUREN DEVELOPMENT CORPORATION, an Illinois corporation

By: 
Colin M. Kihnke, its President

235 W. VAN BUREN, LLC, an Illinois limited liability company

By: CK2 DEVELOPMENT, LLC, an Illinois limited liability company, its Manager

By: 
Colin M. Kihnke, its Manager

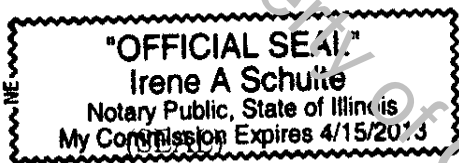
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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Colin M. Kihnke, the President of 235 W. Van Buren Development Corporation, an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act as President of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 8th day of June, 2009.



Irene A. Schulte

 NOTARY PUBLIC

Cook County Clerk's Office

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EXHIBIT A

Legal Description of Premises

PARCEL 1: (COMMERCIAL PARCEL)

THAT PART OF LOTS 65, 66, 67, 68, 69, 70, 71, 72, 73 AND 74 (TAKEN AS A TRACT) IN BLOCK 90 IN SCHOOL SECTION ADDITION TO CITY OF CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMERCIAL 1: THAT PART OF THE ABOVE DESCRIBED TRACT LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.46' CCD AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +26.56' CCD DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT THENCE SOUTH 89 DEGREES 27 MINUTES 44 SECONDS EAST (ASSUMED) ALONG THE NORTH LINE OF SAID TRACT FOR A DISTANCE OF 44.81 FEET; THENCE SOUTH 00 DEGREES 32 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 2.11 FEET A POINT TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 29 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 3.20 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 5.87 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 1.55 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 1.54 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 20.20 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 1.50 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 0.50 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 67.22 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 13.13 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 1.75 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 33.72 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 2.55 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 1.60 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 5.90 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 3.25 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 20.25 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 3.25 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 6.19 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 13.20 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 2.15 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 13.20 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 5.84 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 3.25 FEET;

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THENCE NORTH 89 DEGREES 30 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 20.17 FEET TO THE POINT OF BEGINNING; AND ALSO THAT PART OF SAID TRACT LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.46' CCD AND LYING BELOW AN INCLINED PLANE DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT THENCE SOUTH 89 DEGREES 27 MINUTES 44 SECONDS EAST (ASSUMED) ALONG THE NORTH LINE OF SAID TRACT FOR A DISTANCE OF 107.87 FEET; THENCE SOUTH 00 DEGREES 32 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 5.31 FEET TO A POINT HAVING AN ELEVATION OF +35.53' CCD BEING THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 29 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 1.60 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 33.72 FEET TO A POINT HAVING AN ELEVATION OF +35.53' CCD; THENCE SOUTH 89 DEGREES 30 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 34.70 FEET TO A POINT HAVING AN ELEVATION OF +33.62' CCD; THENCE NORTH 00 DEGREES 04 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 21.94 FEET TO A POINT HAVING AN ELEVATION OF +33.62' CCD; THENCE NORTH 89 DEGREES 30 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 2.20 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 13.38 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 6.22 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 58 SECONDS EAST FOR A DISTANCE OF 3.25 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 20.20 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 3.25 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 5.87 FEET TO THE POINT OF BEGINNING; AND ALSO THAT PART OF SAID TRACT LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.46' CCD AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +33.62' CCD DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT, THENCE SOUTH 89 DEGREES 27 MINUTES 44 SECONDS EAST (ASSUMED) ALONG THE NORTH LINE OF SAID TRACT FOR A DISTANCE OF 142.36 FEET; THENCE SOUTH 00 DEGREES 32 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 5.34 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 29 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 13.33 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 21.94 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 5.40 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 4.85 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 2.10 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 14.38 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 14 SECONDS EAST FOR A DISTANCE OF 2.94 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 4.95 FEET; THENCE SOUTH 44 DEGREES 19 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 6.84 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 39.95 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 20.19 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 6.50 FEET; THENCE NORTH 00

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DEGREES 29 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 2.55 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 5.03 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 2.73 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 9.78 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 16.08 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 9.78 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 1.47 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 1.27 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 1.65 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 5.79 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 3.27 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 20.26 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 3.25 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 5.85 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 1.60 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 2.55 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 1.63 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 5.85 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 3.30 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 20.25 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 3.35 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 5.87 FEET TO THE POINT OF BEGINNING; AND ALSO;

COMMERCIAL 2: THAT PART OF THE ABOVE DESCRIBED TRACT LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.51' CCD AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +38.10' CCD DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT THENCE SOUTH 89 DEGREES 27 MINUTES 44 SECONDS EAST (ASSUMED) ALONG THE NORTH LINE OF SAID TRACT FOR A DISTANCE OF 38.96 FEET; THENCE SOUTH 00 DEGREES 32 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 0.89 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 29 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 3.15 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 1.50 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 23.14 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 1.50 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 3.20 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 1.50 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 16.39 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 1.50 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 11.79 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 25.61 FEET; THENCE

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NORTH 00 DEGREES 29 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 9.25 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 6.35 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 8.45 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 2.17 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 21.85 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 2.17 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 18.13 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 31.96 FEET TO THE POINT OF BEGINNING; ALSO THAT PART OF SAID TRACT LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.51' CCD AND LYING BELOW AN INCLINED PLANE DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89 DEGREES 27 MINUTES 44 SECONDS EAST (ASSUMED) ALONG THE NORTH LINE OF SAID TRACT FOR A DISTANCE OF 73.09 FEET; THENCE SOUTH 00 DEGREES 32 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 0.86 FEET TO A POINT HAVING AN ELEVATION OF +38.10' CCD FOR THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 29 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 18.13 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 21.85 FEET TO A POINT HAVING AN ELEVATION OF +38.10' CCD; THENCE SOUTH 89 DEGREES 31 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 17.27 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 8.38 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 16.80 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 8.35 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 0.75 FEET TO A POINT HAVING AN ELEVATION OF +35.53' CCD; THENCE NORTH 00 DEGREES 29 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 36.76 FEET TO A POINT HAVING AN ELEVATION OF +35.53' CCD; THENCE NORTH 89 DEGREES 31 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 2.50 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 3.25 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 32.32 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS, USE, STRUCTURAL SUPPORT, USE OF FACILITIES, MAINTENANCE, UTILITIES, ENCROACHMENTS, EXTERIOR MAINTENANCE, AMONG OTHER ITEMS, AS CREATED BY SECTION 3.1 OF THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS RECORDED JUNE 8, 2009 AS DOCUMENT NO. 0915934031.

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PARCEL 3: (CONDOMINIUM UNITS)

UNITS 1404, 1405, 1409, 1410, 1412, 1414, 1417, 1502, 1503, 1505, 1510, 1512, 1513, 1514, 1603, 1614, 1615, 1703, 1704, 1705, 1710, 1711, 1713, 1714, 1715, 1721, 1803, 1804, 1805, 1811, 1812, 1813, 1814, 1903, 1905, 1906, 1907, 1911, 1914, 1917, 1921, 2003, 2004, 2006, 2009, 2012, 2015, 2021, 2106, 2109, 2110, 2111, 2112, 2121, P-125, P-136, P-142, P-162, P-208, P-220, P-254, P-279, P-280, P-291, P-296, P-299, P-303, P-312, P-313, P-335, P-352, P-354, P-371, P-372, P-376, P-381, P-382, P-383, P-394, P-395, P-422, P-428, P-430, P-434, P-435, P-438, P-450, P-455, P-478, P-482, P-493, P-501, P-502, P-513, P-526, P-536, P-562, P-565, P-567, P-571 IN THE 235 W. VAN BUREN CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOTS 65, 66, 67, 68, 69, 70, 71, 72, 73 AND 74 (TAKEN AS A TRACT) IN BLOCK 90 IN SCHOOL SECTION ADDITION TO CITY OF CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT B TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR 235 W. VAN BUREN CONDOMINIUMS RECORDED AS DOCUMENT NUMBER ~~0915934034~~, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 4: (BUILDING UPPER FLOORS NOT ADDED TO CONDOMINIUM)

THAT PART OF LOTS 65, 66, 67, 68, 69, 70, 71, ~~72~~, 73 AND 74 (TAKEN AS A TRACT) IN BLOCK 90 IN SCHOOL SECTION ADDITION TO CITY OF CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +215.85' CCD.

PARCEL 5: (PROPOSED UNITS NOT ADDED TO CONDOMINIUM)

THAT PART OF LOTS 65, 66, 67, 68, 69, 70, 71, 72, 73 AND 74 (TAKEN AS A TRACT) IN BLOCK 90 IN SCHOOL SECTION ADDITION TO CITY OF CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +215.85' CCD AND DESCRIBED AS FOLLOWS: PROPOSED UNITS: P-1, P-2, P-3, P-4, P-5, P-6, P-7, P-8, P-9, P-10, P-11T, P-12, P-13, P-14, P-15, P-16, P-17, P-18T, P-19, P-20, P-21, P-22, P-23, P-24, P-25, P-26, P-27, P-28, P-29, P-30, P-31, P-32, P-33, P-34, P-35, P-36, P-37, P-38, P-39T, P-40T, P-41T, P-42, P-43, P-44, P-45, P-46, P-47, P-48, P-49, P-50, P-51, P-52, P-53, P-54, P-55, P-56, P-57, P-58, P-59, P-60, P-61, P-62, P-63, P-64, P-65, P-66, P-67, P-68T, P-69, P-70, P-71, P-72, P-73, P-74, P-75, P-76, P-77T, P-78, P-79, P-80, P-81, P-82, P-83, P-84, P-85, P-86, P-87, P-88, P-89, P-90, P-91, P-92, P-93, P-94, P-95, P-96, P-97T, P-98T, P-99T, P-100, P-101, P-102, P-103, P-104, P-105, P-106, P-107, P-108, P-109, P-110, P-111, P-112, P-113, P-114, P-115, P-116, P-117, P-118, P-119, P-120, P-121, P-122, P-123, P-124, P-126T, P-127, P-128, P-129, P-130, P-131, P-132, P-133, P-134, P-135T, P-137, P-138, P-139, P-140, P-141, P-143, P-144, P-145, P-146, P-147, P-148, P-149, P-150, P-151, P-152, P-153, P-154, P-155T, P-156T, P-157T,

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P-158, P-159, P-160, P-161, P-163, P-164, P-165, P-166, P-167, P-168, P-169, P-170, P-171, P-172, P-173, P-174, P-175, P-176, P-177, P-178, P-179, P-180, P-181, P-182, P-183, P-184T, P-185, P-186, P-187, P-188, P-189, P-190, P-191, P-192, P-193T, P-194, P-195, P-196, P-197, P-198, P-199, P-200, P-201, P-202, P-203, P-204, P-205, P-206, P-207, P-209, P-210, P-211, P-212, P-213T, P-214T, P-215T, P-216, P-217, P-218, P-219, P-221, P-222, P-223, P-224, P-225, P-226, P-227, P-228, P-229, P-230, P-231, P-232, P-233, P-234, P-235, P-236, P-237, P-238, P-239, P-240, P-241, P-242T, P-243, P-244, P-245, P-246, P-247, P-248, P-249, P-250, P-251T, P-252, P-253, P-255, P-256, P-257, P-258, P-259, P-260, P-261, P-262, P-263, P-264, P-265, P-266, P-267, P-268, P-269, P-270, P-271T, P-272T, P-273T, P-274, P-275, P-276, P-277, P-278, P-281, P-282, P-283, P-284, P-285, P-286, P-287, P-288, P-289, P-290, P-292, P-293, P-294, P-295, P-297, P-298, P-300T, P-301, P-302, P-304, P-305, P-306, P-307, P-308, P-309T, P-310, P-311, P-314, P-315, P-316, P-317, P-318, P-319, P-320, P-321, P-322, P-323, P-324, P-325, P-326, P-327, P-328, P-329T, P-330T, P-331T, P-332, P-333, P-334, P-336, P-337, P-338, P-339, P-340, P-341, P-342, P-343, P-344, P-345, P-346, P-347, P-348, P-349, P-350, P-351, P-353, P-355, P-356, P-357, P-358T, P-359, P-360, P-361, P-362, P-363, P-364, P-365, P-366, P-367T, P-368, P-369, P-370, P-373, P-374, P-375, P-377, P-378, P-379, P-380, P-384, P-385, P-386, P-387T, P-388T, P-389T, P-390, P-391, P-392, P-393, P-396, P-397, P-398, P-399, P-400, P-401, P-402, P-403, P-404, P-405, P-406, P-407, P-408, P-409, P-410, P-411, P-412, P-413, P-414, P-415, P-416T, P-417, P-418, P-419, P-420, P-421, P-423, P-424, P-425T, P-426, P-427, P-429, P-431, P-432, P-433, P-436, P-437, P-439, P-440, P-441, P-442, P-443, P-444, P-445T, P-446T, P-447T, P-448, P-449, P-451, P-452, P-454, P-454, P-456, P-457, P-458, P-459, P-460, P-461, P-462, P-463, P-464, P-465, P-466, P-467, P-468, P-469, P-470, P-471, P-472, P-473, P-474T, P-475, P-476, P-477, P-479, P-480, P-481, P-483T, P-484, P-485, P-486, P-487, P-488, P-489, P-490, P-491, P-492, P-494, P-495, P-496, P-497, P-498, P-499, P-500, P-503T, P-504T, P-505T, P-506, P-507, P-508, P-509, P-510, P-511, P-512, P-514, P-515, P-516, P-517, P-518, P-519, P-520, P-521, P-522, P-523, P-524, P-525, P-527, P-528, P-529, P-530, P-531, P-532T, P-533, P-534, P-535, P-537, P-538, P-539, P-540, P-541T, P-542, P-543, P-544, P-545, P-546, P-547, P-548, P-549, P-550, P-551, P-552, P-553, P-554, P-555, P-556, P-557, P-558T, P-559T, P-560T, P-561, P-563, P-564, P-566, P-568, P-569, P-570, P-572, 1401, 1402, 1403, 1406, 1407, 1408, 1411, 1413, 1415, 1416, 1418, 1419, 1420, 1421, 1422, 1501, 1504, 1506, 1507, 1508, 1509, 1511, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1601, 1602, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1701, 1702, 1706, 1707, 1708, 1709, 1712, 1716, 1717, 1718, 1719, 1720, 1722, 1801, 1802, 1806, 1807, 1808, 1809, 1810, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1901, 1902, 1904, 1908, 1909, 1910, 1912, 1913, 1915, 1916, 1918, 1919, 1920, 1922, 2001, 2002, 2005, 2007, 2008, 2010, 2011, 2013, 2014, 2016, 2017, 2018, 2019, 2020, 2022, 2101, 2102, 2103, 2104, 2105, 2107, 2108, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2122 AS DELINEATED ON A SURVEY ATTACHED AS EXHIBIT B TO THE DECLARATION RECORDED AS DOCUMENT NUMBER CG15434024, ALL IN COOK COUNTY, ILLINOIS

PARCEL 6:

EASEMENT FOR THE BENEFIT OF PARCEL 3, 4 AND 5 FOR INGRESS AND EGRESS, USE, STRUCTURAL SUPPORT, USE OF FACILITIES, MAINTENANCE,

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UTILITIES, ENCROACHMENTS, EXTERIOR MAINTENANCE, AMONG OTHER ITEMS, AS CREATED BY SECTION 2.1 OF THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS RECORDED JUNE 8, 2009 AS DOCUMENT NO. 0915934031.

PINS : 17-16-238-001, 002, 003, 004, 005
006, 007 + 008

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