

#### PREPARED BY:

Name: Stephen J. Levy, Esq.

Autumn Green at Wright Campus Address: 111 East Wacker Dr., Ste. 2200

Chicago, Illinois 60601

Doc#: 1113818043 Fee: \$66.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds

Date: 05/18/2011 03:51 PM Pg: 1 of 16

#### **RETURN TO:**

Name: Stephen J. Levy, Esq.

Autumn Creen at Wright Campus Address: 111 Eas, Wacker Dr, Ste. 2200 Chicago, Unin sis 60601

THE ABOVE SPACE FOR RECORDER'S OFFICE

SECOND AMENDMENT TO EASYMENTS, COVENANTS, AND RESTRICTIONS AGREEMENT RELATING TO THE AUTUMN GREEN AT WRIGHT CAMPUS PROPERTY OWNERS' ASSOCIATION

THIS SECOND AMENDMENT TO EASEMENTS, COVENANTS AND RESTRICTIONS AGREEMENT (this "Second Amendment") is made and entered into as of this 27 the day of August, 2010, by and between Autumn Green at Wright Campus Condominium Investors LLC, a Delaware limited liability company ("Autumn Green Condominium"), SL Wright Campus, LLC, a Delaware limited liability company ("Autumn Green Apartment," and together with Autumn Green Condominium hereinafter sometimes together referred to as "Developer"), and Senior Suites Chicago Wright Campus, LLC, an Illinois limited liability company ("Autumn Green Senior Suites").

### WITNESSETH:

- A. Autumn Green Condominium is the owner in fee simple of certain real estate in the City of Chicago, County of Cook, and State of Illinois described in **Exhibit A** attached hereto and made a part hereof (the "Condominium Parcel");
- B. Autumn Green Apartment is the owner in fee simple of certain real estate in the City of Chicago, County of Cook, and State of Illinois described in **Exhibit B** attached hereto and made a part hereof (the "Apartment Parcel");
- C. Autumn Green Senior Suites is the owner in fee simple of certain real estate in the City of Chicago, County of Cook, and State of Illinois described in **Exhibit C** attached hereto and made a part hereof (the "Affordable Housing Parcel" and, together with the Condominium Parcel and the Apartment Parcel, hereinafter sometimes collectively referred to as the "Property");

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

- D. As fee owner of the Affordable Housing Parcel, Autumn Green Senior Suites possesses all of the rights and obligations under the Agreement formerly held by Autumn Green Condominium with respect to the Affordable Housing Parcel, including without limitation, the benefits and burdens of the easements set forth in Section 5 of the Declaration and the rights of the tenants of the Apartment Parcel to use the Recreational Facilities (as defined and described in Section 3 of the Declaration) located on the Apartment Parcel;
- E. BCP/SS Wright Campus, LLC, a Delaware limited liability company (the "Investor Member") and BCCC, Inc., a Massachusetts corporation (the "Special Member") are currently the non-managing members of Autumn Green Senior Suites;
- F. Developer acknowledges that it will benefit from the development of the Affordable Flouring Parcel by Autumn Green Senior Suites and the completion of the final phase of the campus' receivelopment plan;
- G. Develorer executed an Easements, Covenants, and Restrictions Agreement relating to the Autumn Green at Wright Campus Property Owners' Association at the Property dated and recorded on September 21, 2007 with the Cook County Recorder of Deeds as Document No. 0726416069 (the 'Or.ginal Agreement');
- H. Developer amended the Original Agreement by executing a First Amendment to Easements, Covenants, and Restrictions Agreement Relating to the Autumn Green at Wright Campus Property Owner's Association (the "YOA") dated January 2, 2009 and recorded on April 14, 2009 with the Cook County Recorder of Deeds as Document No. 0910410052 (the "First Amendment");
- I. Developer and Autumn Green Senior States hereby desire to further amend the Original Agreement in accordance with the terms hereof.
- J. The Original Agreement, as amended by the First Amendment and as further amended by this Second Amendment, is hereinafter sometimes collectively called the "Agreement."
- NOW, THEREFORE, the Developer and Autumn Green Senior Sui es declare that the Property shall hereafter be held, transferred, conveyed, sold, occupied, morigaged, and encumbered subject to the rights, easements, terms, covenants, restrictions, and liens set forth in the Agreement, as modified hereby, each and all of which shall attach to and constitute covenants running with the land.
- 1. Paragraph 11 of the Original Agreement is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

### "11. Notices.

(a) Notices required or permitted to be given to the Association, any Owner or Member may be delivered to any member of the Board, such Owner or Member, as the case may be, either personally or be certified or registered mail with proper postage prepaid, addressed to such party, at the last address of such party shown in the records of the Association, and shall be effective, in the case of personal delivery,

upon such delivery, and in the case of mailing, as of the date of mailing. Any mortgagee that registers with the Association by giving written notice of its interest shall receive copies of all notices sent by the Association to the Owner of the encumbered Dwelling Unit. Any mortgagee that fails to register with the Association shall have no right to receive any notices whatsoever from the Association.

- (b) To the extent that any decision to be made by any of the Members under the Declaration, the Bylaws or any rule or regulation adopted by the Association, to vote, grant or deny any approval or take or fail to take any other action under any provision of the Declaration, the Bylaws or any rule or regulation adopted by the Association, may be reasonably likely to have a material adverse effect on Autumn Green Senior Suites, the Affordable Housing Parcel, or the Investor Member; the Members shall be ob'igated to notify Autumn Green Senior Suites, with a copy to the Special Member, in writing at least seven (7) days in advance of such decision and, before making such accision, will obtain the prior written approval of Autumn Green Senior Suites accompanied by evidence of the Special Member's consent to such approval. Such consent of Autumn Green Senior Suites and its Special Member shall not be unreasonably withheld, conditioned or delayed. If the Special Member fails to register its address with the Association, it shall have no right to receive any notices whatsoever from the Association.
- (c) Without limiting the generality of the foregoing, the Members agree that the following matters, among others, are matters that may be reasonably likely to have a material adverse effect on the Autumn Green Senior Suites, the Affordable Housing Parcel, and/or the Investor Member of Autumn Green Senior Suites:
  - (i) Modifications of the rights of the tenants of the Affordable Housing Parcel to use the Recreational Facilities under Section 3 of the Declaration;
  - (ii) Modifications of the easements and rights set forth in Section 5 of the Declaration:
  - (iii) Modifications of the voting rights of the members of the POA;
  - (iv) Modifications of the powers and authority of the Board of Directors of the POA or of the requirements for the election or removal of members of the POA Board of Directors;
  - (v) Any proposed assessment or annual budget for Association Expenses (as defined in the Declaration) that would increase the amount of Association Expenses and other assessments payable by the POA members by more than 3% compared to budgeted Association Expenses and assessments for the previous year; and
  - (vi) Any attempted exercise of any rights and remedies under Section 14(b) of the Declaration to terminate the Autumn Green Senior Suites' ownership rights or interests in the Affordable Housing Parcel or to sell or foreclose on the Affordable Housing Parcel.
- (d) The obligation to provide the notice(s) required by Paragraph 11(b) shall terminate on the earlier of (i) such time as the Investor Member and Special Member no longer have an

interest in Autumn Green Senior Suites or (ii) Autumn Green Senior Suites no longer owns the Affordable Housing Parcel."

2. Paragraph 13 of the Original Agreement is hereby amended by adding the following language to the end of Paragraph 13.

"Until such time that either (i) the Investor Member and Special Member no longer have an interest in Autumn Green Senior Suites or (ii) Autumn Green Senior Suites no longer owns the Affordable Housing Parcel, the Declaration, the Bylaws and the rules and regulations adopted by the Association may not be terminated or amended in any way that may be reasonably likely to have a material adverse effect on Autumn Green Senior Suites, the Affordable Housing Parcel, or the Investor Member (including those matters referenced in Paragraph 11(c) above) without the prior written approval of Autumn Green Senior Suites, which shall be accompanied by evidence of the Special Member's consent to suite, approval. Such consent of Autumn Green Senior Suites and its Special Member shall have be unreasonably withheld, conditioned, or delayed."

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, Autumn Green Condominium, Autumn Green Apartment, and Autumn Green Senior Suites have executed this Agreement as of the day and year first above written.

AUTUMN GREEN AT WRIGHT CAMPUS CONDOMINIUM INVESTORS, L.L.C., a Delaware limited liability company

By: Condominiums At Wright Campus Manager, L.L.C., an Illinois limited liability company, its manager

SL Autumn Green Manager, L.L.C., a Delaware limited liability company, its managing member

Nun: Stephen J. Levi Title. Manager

SL WRIGHT CAMPUS, LLC, a Delaware limited liability company

By: SL Autumn Green Manager, L.I. C., a Delaware limited liability company, its manager

By: Name: Stephen J. Levy Title: Manager

SENIOR SUITES CHICAGO WRIGHT CAMPUS, LLC an Illinois limited liability company

By: Senior Suites Chicago Wright Campus JV, LLC

an Illinois limited liability company, its Managing Member

By:: Senior Suites Chicago Corporation

an Illinois corporation, its Managing Member

Name: Robert M. Gawronsk.
Title: Asst. Treasurer

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# **UNOFFICIAL COPY**

### **ACKNOWLEDGEMENT**

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )
I, June de Jane , a Notary Public in and for said Count
in the State afbresaid, DO HEREBY CERTIFY, that Stephen J. Levy, personally known to me
be the Manager of SL Autumn Green Manager, L.L.C., a Delaware limited liability company, the
managing member of Condominiums at Wright Campus Manager, L.L.C., an Illinois limite
liability company, as manager of AUTUMN GREEN AT WRIGHT CAMPUS CONDOMINIUM
INVESTORS LLC, a Delaware limited liability company (the "Company"), and personal
known to m; to be the same person whose name is subscribed to the foregoing instrumen
appeared before me this day in person and acknowledged that he signed and delivered the sai
instrument as his free and voluntary act and as the free and voluntary act and deed of sai
Company, as Vice-President aforesaid, for the uses and purposes therein set forth.
company, as vice-religibility aforesaid, for the uses and purposes therein set forth.
CIVEN under my hand and National Contains 27 1, company
GIVEN under my hand and Notarial Seal this
OFFICIAL SEAL JUDITH A. PEREL
NOTARY PUBLIC, STATE OF ILLINUIS
MI COMMISSION EXPIRES 9-20-2 (13)
Notary Public
STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )
I, Jerden A. Level, a Notary Public in and for said County
in the State aforesaid, DO HEREBY CERTIFY, that Stephen J. Levy personally known to me t
be the manager of SL Autumn Green Manager L.L.C., a Delaware United liability company a
manager of SL WRIGHT CAMPUS, LLC, a Delaware limited liability company (the "Company"
and personally known to me to be the same person whose name is subscribed to the foregoin
instrument, appeared before me this day in person and acknowledged that he signed and delivere
the said instrument as his free and voluntary act and as the free and voluntary act and deed of sai
Company, as manager aforesaid, for the uses and purposes therein set forth.
1 77 - manager are reading, for the abos and purposes therein set forth.
GIVEN under my hand and Notarial Seal this 7 day of, 2010
day of factor, 2010
OFFICIAL SEAL
NOTARY PUBLIC STATES
NOTARY PUBLIC. STATE OF ILLINOIS MY COMMISSION EXPIRES 9-20-2013
1 mco 9-20-2013
- <del></del>

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# **UNOFFICIAL COPY**

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )
I, kuita d. Lui , a Notary Public in and for said County,
in the State aforesaid, DO HEREBY CERTIFY, that Robert Gawronski, personally known to me
to be the Assistant Treasurer of Senior Suites Chicago Corporation, an Illinois corporation, as
Managing Member of Senior Suites Chicago Wright Campus JV, LLC, an Illinois limited liability
company, as Managing Member of Senior Suites Chicago Wright Campus, LLC, an Illinois
limited liability company (the "Company"), and personally known to me to be the same person
whose name is subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that he signed and delivered the said instrument as his free and voluntary act and
as the free and voluntary act and deed of said Company, as Assistant Treasurer aforesaid, for the
uses and purposes therein set forth.
2010
GIVEN under my hand and Notarial Seal this 27 day of seem, 2010.
UFFICIAL SEAL
NOTARY PUBLIC, STATE OF ILLINOIS Notary Public
NOTARY PUBLIC, STATE OF ILLINOIS Notary Public MY COMMISSION EXPERS 9-20-2013
The state of the s
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· <b>/</b> /
· <b>S</b> _
of County Clert's Office

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### CONSENT OF MORTGAGEE OF CONDOMINIUM PARCEL

The undersigned, BANK OF AMERICA, N.A., a national banking association, successor by merger to LaSalle Bank National Association, a national banking association ("Condominium Parcel Bank"), as mortgagee under that certain Revolving Construction Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated July 25, 2006 and recorded with the Cook County Recorder on July 28, 2006 as Document Number 0620931049 ("Mortgage"), does hereby consent to the execution, delivery and recording of the Easements, Covenants, and Restrictions Agreement Relating to the Autumn Green at Wright Campus Property Owners' Association ("ECR Agreement") and hereby subjects the Mortgage to the provisions of the ECR Agreement.

IN WITNESS WHEREOF, the Condominium Parcel Bank has caused this instrument to be signed by its duly authorized officers on its behalf on this 27 day of Septem 2010.

Ox
BANK OF AMERICA, N.A., successor by merger to
LaSalle Bank National Association:
Ву:
Name: Michael Olso
Citle: Senter Vice President
40-4
STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )
1, Marianne C. Flanagan, a Notary Public ir. and for said County
n the State aforesaid, DO HEREBY CERTIFY, that Muchael Oldon personally known to m
o be the SVP of BANK OF AMERICA, N.A., successor by merger to La salle Ban
Value of the same
ppeared before me this day in person and acknowledged that she signed and delivered the sai
istrument as her free and voluntary act and as the free and voluntary act and deed of said
Condominium Parcel Bank, for the uses and purposes therein set forth.
Given under my hand and Notarial Seal this 21th day of xeptember 2010.

"OFFICIAL SEAL"

MARIANNE C. FLANAGAN

NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPERES MAY 03, 2013

Marianne C. Flanagan Notary Public

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# **UNOFFICIAL** (

### CONSENT OF MORTGAGEE OF APARTMENT PARCEL

The undersigned, Associated Bank, National Association ("Apartment Parcel Bank"), as mortgagee under that certain Mortgage dated July 8, 2005 and recorded with the Cook County Recorder on July 15, 2005 as Document Number 05/9641174 ("Apartment Parcel Mortgage"), does hereby consent to the execution, delivery and recording of the Easements, Covenants, and Restrictions Agreement Relating to the Autumn Green at Wright Campus Property Owners' Association ("ECR Agreement") and subordinates the lien of the Apartment Parcel Mortgage to the ECR Agreement.

BY WITNESS WHEREOF, the Apartment Parcel Bank has caused this instrument to be signed by its duly authorized officers on its behalf on this 22 day of October, 2010.

ASSOCIATED BANK, NATIONAL ASSOCIATION

STATE OF ILLINOIS

) SS.

COUNTY OF COOK

in the State aforesaid, DO HEREBY CERTIFY, that Comman in the State aforesaid, DO HEREBY CERTIFY, that Comman in the State aforesaid, DO HEREBY CERTIFY, that Comman is the state aforesaid. to be the Vie Presider of Associated Bank, National Association ("apartment Parcel Bank") and personally known to me to be the same person whose names is subscribed to the foregoing instrument as such Velleuides appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and votus tary act and as the free and voluntary act and deed of said Apartment Parcel Bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22 day of October, 2010.

OFFICIAL SEAL MARA GELFGAT NOTARY PUBLIC - STATE OF

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# **UNOFFICIAL COPY**

### CONSENT OF FIRST MORTGAGEE OF AFFORDABLE HOUSING PARCEL

The undersigned, Harris NA ("Affordable Housing Parcel Bank"), as mortgagee under that certain Mortgage dated 1/29/10 and recorded with the Cook County Recorder on Februaril, 2010 as Document Number 1004234040 ("Affordable Housing Parcel First Mortgage"), does hereby consent to the execution, delivery and recording of the Easements, Covenants, and Restrictions Agreement Relating to the Autumn Green at Wright Campus Property Owners' Association ("ECR Agreement") and subordinates the lien of the Affordable Housing Parcel Mortgage to the ECR Agreement.

Property Owners' Association ("ECR Agreement") and subordinates the lien of the Affordable Housing Parcel Mortgage to the ECR Agreement.
P. VITNESS WHEREOF, the Affordable Housing Parcel Bank has caused this instrument to be signed by its duly authorized officers on its behalf on this 2 day of 2010.
HARRIS NA
By: Chilips Herrera Name: Ailisa Herrera Title: Vice President
STATE OF ILLINOIS ) SS. COUNTY OF COOK )
I, Gra Esketi , a Notary Purilic in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Ait so Heree Copersonally known to me to be the of Harris NA ("Affordable Housing Parcel Bank" and personally known to me to be the same person whose names is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act and as the free and voluntary act
and deed of said Affordable Housing Parcel Bank, for the uses and purposes therein set forth.  Given under my hand and Notarial Seal this day of October, 2010.  OFFICIAL SEAL GINA M. ESKELI

GINA M. ESKELI

Notary Public - State of Illinois

My Commission Expires Mar 11, 2012

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### CONSENT OF SECOND MORTGAGEE OF AFFORDABLE HOUSING PARCEL

The undersigned, Illinois Housing Development Authority ("Affordable Housing Parcel Second Lender"), as mortgagee under those certain Mortgages dated January 29, 2010 and recorded with the Cook County Recorder on February 11, 2010 as Documents Number 1004234041 and 104234042 (together, the "Affordable Housing Parcel Second Mortgage"), does hereby consent to the execution, delivery and recording of the Second Amendment to Easements, Covenants, and Restrictions Agreement Relating to the Autumn Green at Wright Campus Property Owners' Association dated August 27, 2010 ("ECR Agreement") and subordinates the lien of the Aifordable Housing Parcel Second Mortgage to the ECR Agreement.

IN W(T) JESS WHEREOF, the Affordable Housing Parcel Second Lender has caused this instrument to be signed by its duly authorized officers on its behalf on this 13 day of May, 2011.

ILLINOIS HOUSING DEVELOPMENT AUTHORITY Name: Assistant Executive Director Title: STATE OF ILLINOIS ) SS. COUNTY OF COOK , a Notary Public in and for said County, Hazim Taib personally known to me Greshid, DO HEREBY CERTIFY, that to be the street the circulate of the Illinois Housing Development Authority ("Affordable Housing Parcel Second Lender") and personally known to me to the the same person whose names is subscribed to the foregoing instrument as such Assist Harbitathector appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act and as the free and voluntary act and deed of said Affordable Housing Parcel Second Lender, for the uses and purposes therein set forth. Given under my hand and Notarial Seal this /34 day Af

OFFICIAL SEAL
RUBY RUCKER OWENS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 09/29/14

Notary Public

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## **UNOFFICIAL COPY**

### CONSENT OF THIRD MORTGAGEE OF AFFORDABLE HOUSING PARCEL

The undersigned, City of Chicago ("Affordable Housing Parcel Third Lender"), as mortgagee under that certain Mortgage dated 1/29/10 and recorded with the Cook County Recorder on February 11, 20/10 as Document Number 1004234045 ("Affordable Housing Parcel Third Mortgage"), does hereby consent to the execution, delivery and recording of the Easements, Covenants, and Restrictions Agreement Relating to the Autumn Green at Wright Campus Property Owners' Association ("ECR Agreement") and subordinates the lien of the Affordable Housing Parcel Third Mortgage to the ECR Agreement.

N WITNESS WHEREOF, the Affordable Housing Parcel Third Lender has caused this instrument to be signed by its duly authorized officers on its behalf on this <u>3</u> day of May, 2011.

By:

Name: Andrew J. Mooney

Title: Commissioner, Department of Housing and Economic Development

STATE OF ILLINOIS

) SS.

COUNTY OF COOK

I, Arica Cleuski, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Andrew J. Mooney personally known to me to be the Commissioner, Department of Housing and Economic Development of the City of Chicago ("Affordable Housing Parcel Third Lender") and personally known to me to be the same person whose names is subscribed to the foregoing instrument as such Commissioner, Department of Housing and Economic Development of the City of Chicago, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act and as the free and voluntary act and deed of said Affordable Housing Parcel Third Lender, for the uses and purposes therein set forth.

Patricia Sule

Given under my hand and Notarial Seal this 3rd day of May, 2011.

OFFICIAL SEAL
PATRICIA SULEWSKI
NOTARY PUBLIC - STATE OF ILLINOIS
COMMISSION EXPIRES:05/07/14

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#### Exhibit A

### The Condominium Parcel

That part of the South fractional Half of Section 18, Township 40 North, Range 13, East of the Third Principal Meridian, lying South of the Indian Boundary Line and being described as follows:

Beginning at the intersection of the Indian Boundary Line, being also the Southeasterly line of West Forest Preserve Drive, with the east line of North Oak Park Avenue, as shown on the Plat of Survey recorded January 11, 1935 as Document 11544080; thence North 58 degrees 38 minutes 11 seconds Earl along said Indian Boundary Line, 316.77 feet; thence South 31 degrees 21 minutes 49 seconus East 45.43 feet; thence Southerly 24.65 feet along an arc of a circle convex Easterly with a radius of 52.50 feet and whose chord bears South 17 degrees 54 minutes 43 seconds West a distance of 24.43 feet; thence South 04 degrees 27 minutes 38 seconds East 18.40 feet; thence South 31 degrees 21 minutes 49 seconds East 378.66 feet; thence South 66 degrees 00 minutes 33 seconds West 338.13 feet; thence South 26 degrees 07 minutes 04 seconds West 311.80 feet to the East line of said North Oak Park Avenue; thence Northerly along said East line of North Oak Park Avenue, being a curved line convex Westerly and having a radius of 2,337.50 feet, an arc distance of 588.00 feet to a point of tangency in said line (the chord of said arc bears North 05 degrees 29 minutes 38 seconds 4 est, 586.45 feet); thence North 01 degree 42 minutes 45 seconds East along the East line of said North Oak Park Avenue, being a line tangent to said last described curved line at said last described pun, 72.56 feet to the place of beginning, (except therefrom that part lying Easterly of the following described lines, beginning at a point on the Indian Boundary Line 270.01 feet North 58 degrees 35 mirutes 11 seconds East of the East line of Oak Park Avenue; thence South 31 degrees 58 minutes 10 seconds East 109.77 feet; thence Southerly 2.85 feet along an arc of a circle convex Easterly with a radius of 2.70 feet and whose chord bears South 01 degree 45 minutes 42 seconds East a distance of 2.72 feet; thence Southwesterly 21.87 feet along an arc of a circle convex Southeasterly with a radius of 41.50 feet and whose chord bears South 43 degrees 32 minutes 30 seconds West a listance of 21.61 feet; thence South 58 degrees 38 minutes 50 seconds West 168.77 feet; thence Southwesterly 35.80 feet along an arc of a circle convex Northwesterly with a radius of 34.00 feet and whose chord bears South 28 degrees 28 minutes 07 seconds West a distance of 34.17 feet; thence South 01 degrees 41 minutes 57 seconds East 159.89 feet; thence Southwesterly 9.30 feet along an arc of a circle Convex Southeasterly with a radius of 25.00 feet and whose chord bears South (& cegrees 57 minutes 24 seconds West a distance of 9.25 feet; thence Southwesterly 21.49 feet along an arc of a circle Convex Southeasterly with a radius of 49.50 feet and whose chord bears South 32 degrees 02 minutes 56 seconds West a distance of 21.32 feet; thence South 48 degrees 16 minutes 12 seconds West 43.89 feet; thence Southwesterly 14.87 feet along an arc of a circle Convex Southeasterly with a radius of 25.00 feet and whose chord bears South 69 degrees 05 minutes 37 seconds West a distance of 14.65 feet; thence South 86 degrees 07 minutes 57 seconds West 56.03 feet to the East line of North Oak Park Avenue) in Cook County, Illinois, EXCEPT THEREFROM THE FOLLOWING THAT PART DESCRIBED AS COMMENCING AT THE INTERSECTION OF THE INDIAN BOUNDARY LINE, BEING ALSO THE SOUTHEASTERLY LINE OF WEST FOREST PRESERVE DRIVE, WITH THE EAST LINE OF NORTH OAK PARK AVENUE AS SHOWN ON THE PLAT OF SURVEY RECORDED JANUARY 11, 1935 AS DOCUMENT 11544080; THENCE SOUTH 01°42' 45" WEST ALONG SAID EAST LINE OF NORTH OAK PARK AVENUE, 62.45 FEET TO THE POINT OF BEGINNING; THENCE

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# **UNOFFICIAL COPY**

CONTINUING SOUTH 01° 42′ 45″ WEST ALONG SAID EAST LINE, 10.11 FEET; THENCE CONTINUING ALONG SAID EAST LINE WHICH IS THE ARC OF A CIRCLE, 241.71 FEET. CONVEX WESTERLY, HAVING A RADIUS OF 2337.50 FEET, WITH A CHORD BEARING OF SOUTH 01° 14′ 59″ EAST AND A CHORD DISTANCE OF 241.61 FEET; THENCE NORTH 86° 07′ 57″ EAST, 56.03 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CIRCLE, 14.87 FEET, CONVEX SOUTHERLY, HAVING A RADIUS OF 25.00, A CHORD BEARING OF NORTH 69° 05′ 37″ EAST AND A CHORD DISTANCE OF 14.65 FEET; THENCE NORTH 48° 16′ 12″ EAST, 43.89 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CIRCLE, 21.49 FEET, HAVING A RADIUS OF 49.50 FEET, A CHORD BEARING OF NORTH 32° 02′ 56″ EAST, A CHORD DISTANCE OF 21.32 FEET; THENCE NORTHERLY ALONG THE ARC OF A CIRCLE 9.30 FEET, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING O F NORTH 08° 57′ 24′ EAST, A CHORD DISTANCE OF 9.25 FEET; THENCE NORTH 01° 41′ 57″ WEST, 159.89 FEE1′: THENCE NORTH 88° 03′ 57″ WEST, 21.49 FEET; THENCE NORTH 01° 56′ 03″ EAST, 22.50 FFET; THENCE NORTH 88° 03′ 57″ WEST, 94.66 FEET TO POINT OF BEGINNING, ™ COOK COUNTY, ILLINOIS.

TAX PARCEL NUMBERS: 13-18-409-078.1001
-through 1036

PROPERTY ADDRESS FOR EXHIBIT A, B and CI SOUTHERST CORNER OF FOREST PRESERVE BLVD. AND DAK PARK AVE., CHICAGO, ILL

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# **UNOFFICIAL COPY**

#### Exhibit B

### The Apartment Parcel

That part of the South fractional Half of Section 18, Township 40 North, Range 13, East of the Third Principal Meridian, lying South of the Indian Boundary Line and being described as follows:

Beginning at the intersection of the Indian Boundary Line, being also the Southeasterly line of West Forest Preserve Drive, with the east line of North Oak Park Avenue, as shown on the Plat of Survey recorded January 11, 1935 as Document 11544080; thence North 58 degrees 38 minutes 11 seconds East along said Indian Boundary Line, 316.77 feet; thence South 31 degrees 21 minutes 49 se or ds East 45.43 feet; thence Southerly 24.65 feet along an arc of a circle convex Easterly with a ladius of 52.50 feet and whose chord bears South 17 degrees 54 minutes 43 seconds West a distance of 24.43 feet; thence South 04 degrees 27 minutes 38 seconds East 18.40 feet; thence South 31 cogrees 21 minutes 49 seconds East 378.66 feet; thence South 66 degrees 00 minutes 33 seconds West 338.13 feet; thence South 26 degrees 07 minutes 04 seconds West 311.80 feet to the East line of said North Oak Park Avenue; thence Northerly along said East line of North Oak Park Avenue, being a curved line convex Westerly and having a radius of 2,337.50 feet, an arc distance of 588.00 feet to 1 point of tangency in said line (the chord of said arc bears North 05 degrees 29 minutes 38 seconds West, 586.45 feet); thence North 01 degree 42 minutes 45 seconds East along the East line of said North Oak Park Avenue, being a line tangent to said last described curved line at said last described point, 72.56 feet to the place of beginning, (except therefrom that part lying Westerly of the following described lines, beginning at a point on the Indian Boundary Line 270.01 feet North 58 degrees 38 minutes 11 seconds East of the East line of Oak Park Avenue; thence South 31 degrees 58 mm tes 10 seconds East 109.77 feet; thence Southerly 2.85 feet along an arc of a circle convex Easterly with a radius of 2.70 feet and whose chord bears South 01 degree 45 minutes 42 seconds East a distance of 2.72 feet; thence Southwesterly 21.87 feet along an arc of a circle convex Southeast-rly with a radius of 41.50 feet and whose chord bears South 43 degrees 32 minutes 30 seconds West a distance of 21.61 feet; thence South 58 degrees 38 minutes 50 seconds West 168.77 feet; thence Southwesterly 35.80 feet along an arc of a circle convex Northwesterly with a radius of 34.00 feet and whose chord bears South 28 degrees 28 minutes 07 seconds West a distance of 34.17 feet; thence South 01 degrees 41 minutes 57 seconds East 159.89 feet; thence Southwesterly 9.30 feet along an arc of a circle Convex Southeasterly with a radius of 25.00 feet and whose chord bears South 08 degrees 57 minutes 24 seconds West a distance of 9.25 feet; thence Southwesterly 21.49 feet along an arc of a circle Convex Southeasterly with a radius of 49.50 feet and whose chord bears South 32 degrees 02 minutes 56 seconds West a distance of 21.32 feet; thence South 48 degrees 16 minutes 12 seconds West 43.89 feet; thence Southwesterly 14.87 feet along an arc of a circle Convex Southeasterly with a radius of 25.00 feet and whose chord bears South 69 degrees 05 minutes 37 seconds West a distance of 14.65 feet; thence South 86 degrees 07 minutes 57 seconds West 56.03 feet to the East line of North Oak Park Avenue) in Cook County, Illinois.

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# **UNOFFICIAL COPY**

#### Exhibit C

### Affordable Housing Parcel

THAT PART OF THE SOUTH FRACTIONAL HALF OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE AND BEING DESCRIBED AS FOLLOWS:

COMMENCIA'S AT THE INTERSECTION OF THE INDIAN BOUNDARY LINE, BEING ALSO THE SOUTHEAS IT RLY LINE OF WEST FOREST PRESERVE DRIVE, WITH THE EAST LINE OF NORTH OAK PAR'S AVENUE AS SHOWN ON THE PLAT OF SURVEY RECORDED JANUARY 11, 1935 AS DOCUMENT 11544080; THENCE SOUTH 01°42' 45" WEST ALONG SAID EAST LINE OF NORTH OAK PARK AVENUE, 62.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01° 42' 45" WEST ALONG SAID EAST LINE, 10.11 FEET; THENCE CONTINUING ALONG SAID EAST LINE WHICH IS THE ARC OF A CIRCLE, 241.71 FEET. CONVEX WESTERLY, HAVING A RADIUS OF 2337.50 FEET, WITH A CHORD BEARING OF SOUTH 01° 14' 59" EAST AND A CHORD DISTANCE OF 241.61 FEET: THENCE NORTH 86° 07' 57" EAST, 56.05 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CIRCLE, 14.87 FEET, CONVEX SOUTHERLY, HAVING A RADIUS OF 25.00, A CHORD BEARING OF NORTH 69° 05' 37" EAST AND A CHORD DISTANCE OF 14.65 FEET: THENCE NORTH 48° 16' 12" EAST, 43.89 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF A CIRCLE, 21.49 FEET, HAVING A RADIU'S OF 49.50 FEET, A CHORD BEARING OF NORTH 32° 02' 56" EAST, A CHORD DISTANCE OF 21.22 FEET; THENCE NORTHERLY ALONG THE ARC OF A CIRCLE, 9.30 FEET, HAVING A PADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 08° 57' 24" EAST, A CHORD DISTANCE OF 9.25 FEET; THENCE NORTH 01° 41' 57" WEST, 159.89 FEET; THENCE NORTH 88° 32' 57" WEST, 21.49 FEET; THENCE NORTH 01° 56' 03" EAST, 22.50 FEET; THENCE NORTH 82° 03' 57" WEST, 94.66 FEET TO POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TAX PARCEL NUMBER: 13.18.409.0770