

# UNOFFICIAL COPY



Doc#: 1127322067 Fee: \$68.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/30/2011 01:15 PM Pg: 1 of 17

THIS DOCUMENT PREPARED  
BY AND AFTER RECORDING  
RETURN TO:

Andrew W. Lapin  
MUCH *SHELIST*  
191 North Wacker Drive  
Suite 1800  
Chicago, Illinois 60606.1615

*This space reserved for Recorder's use only*

## FIFTH MODIFICATION OF CERTAIN LOAN DOCUMENTS

This Fifth Modification of Certain Loan Documents (the "Modification Agreement") is made and entered into as of July 31, 2007, by and between (a) (i) WATER TOWER REALTY COMPANY, an Illinois corporation ("Water Tower"), (ii) CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE U/T/A DATED JULY 7, 1993, AND KNOWN AS TRUST NO. 1098385 ("42 E. Superior Trust"), (iii) NICHOLAS A. KARRIS, individually ("NAK"), (iv) 33 HURON, LLC, an Illinois limited liability company ("Huron LLC"), (v) CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE U/T/A DATED SEPTEMBER 8, 2000, AND KNOWN AS TRUST NO. 1108820 ("16 W. Erie Trust"), (vi) 16 W. ERIE, LLC, an Illinois limited liability company ("Erie LLC"), (vii) KARPIS FAMILY, LLC, a Delaware limited liability company ("Karris LLC"), (viii) CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE U/T/A DATED SEPTEMBER 9, 1977, AND KNOWN AS TRUST NO. 1070589 ("679 N. Michigan Trust"), and (ix) WATER TOWER CAPITAL GROUP, LTD. NO. 1 LIMITED PARTNERSHIP, an Illinois limited partnership ("Capital Group"); Water Tower, 42 E. Superior Trust, NAK, Huron LLC, 16 W. Erie Trust, Erie LLC, Karris LLC, 679 N. Michigan Trust, and Capital Group are collectively referred to herein as "Borrowers"; and any of them individually, a "Borrower"), and (b) BANCO POPULAR NORTH AMERICA, its successors and assigns ("Lender").

### RECITALS:

Borrowers and Lender previously entered into that certain Loan Agreement dated as of August 8, 2005 a certain First Amendment to Loan Agreement dated as of January 26, 2006, a certain Second Amendment to Loan Agreement dated July 31, 2006, a certain Third Amendment to Loan Agreement dated as of June 29, 2007 and a certain Fourth Amendment to Loan Agreement dated as of even date herewith (collectively, the "Loan Agreement"), by which Lender made certain loans to Borrowers, all as more fully identified in the Loan Agreement. The loans and credit facility described herein and more fully identified in the Loan Agreement are referred to herein collectively as the "Loans".

DB

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Lender has agreed to:

- (i) extend the Term Loan #1 Maturity Date from July 31, 2007 to July 31, 2012;
- (ii) modify the Term Loan #1 Interest Rate;
- (iii) extend the Revolving Facility #2 Maturity Date from October 5, 2007 to July 31, 2012;
- (iv) modify the Revolving Facility #2 Interest Rate;
- (v) convert the Revolving Facility #2 from an interest only loan facility to a twenty-five (25) year fully amortizing loan facility;
- (vi) extend the LOC Facility #1 Maturity Date from July 31, 2007 to July 31, 2012;
- (vii) modify the LOC Facility #1 Interest Rate; and
- (viii) convert the LOC Facility #1 from an interest only loan facility to a twenty-five (25) year fully amortizing loan facility, (collectively, "**Fourth Amendment Loan Requests**").

Pursuant to the terms of the Loan Agreement, as amended by that certain Fourth Amendment to Loan Agreement dated as of July 31, 2007, the Loans described in the Loan Agreement are secured by, among other things, the following (each dated as of June 30, 2004 unless otherwise indicated):

- (a) A first mortgage, security agreement, assignment of rents and leases and fixture filing ("**42 E. Superior Mortgage**") duly executed by 42 E. Superior Trust and recorded with the Cook County, Illinois Recorder's Office (the "**County Recorder**") on October 12, 2004, as Document Number 0428641079, encumbering the property commonly known as 42 East Superior Street, Chicago, Illinois, and legally described on the attached and incorporated Exhibit A-1 (the "**42 E. Superior Property**");
- (b) A first mortgage, security agreement, assignment of rents and leases and fixture filing ("**33 W. Huron Mortgage**") duly executed by Huron LLC and recorded with the County Recorder on October 12, 2004, as Document Number 0428641082, encumbering the property commonly known as 33 West Huron Street, Chicago, Illinois, and legally described on the attached and incorporated Exhibit A-2 (the "**33 W. Huron Property**");
- (c) A first mortgage, security agreement, assignment of rents and leases and fixture filing ("**16 W. Erie Mortgage**") duly executed by 16 W. Erie Trust and recorded with the County Recorder on October 12, 2004, as Document Number 0428641085, encumbering the property commonly known as 16 West Erie Street, Chicago, Illinois, and legally described on the attached and incorporated Exhibit A-3 (the "**16 W. Erie Property**");

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(d) A leasehold mortgage ("**717 N. Michigan Leasehold Mortgage**") duly executed by NAK and granting a first lien on the 717 N. Michigan Lease and recorded with the County Recorder on October 12, 2004, as Document Number 0428641076 and re-recorded as Document Number 0604519059, encumbering the property commonly known as 717 North Michigan Avenue, Chicago, Illinois, and legally described on the attached and incorporated Exhibit A-4 (the "**717 N. Michigan Property**");

(e) A first collateral assignment ("**42 E. Superior Collateral Assignment**") from 42 E. Superior Trust and NAK to Lender of all rents, leases and profits of the 42 E. Superior Property and recorded with the County Recorder on October 12, 2004, as Document Number 0428641080;

(f) A first collateral assignment ("**33 W. Huron Collateral Assignment**") from Huron LLC to Lender of all rents, leases and profits of the 33 W. Huron Property and recorded with the County Recorder on October 12, 2004, as Document Number 0428641083;

(g) A first collateral assignment ("**16 W. Erie Collateral Assignment**") from 16 W. Erie Trust and Karris LLC to Lender of all rents, leases and profits of the 16 W. Erie Property and recorded with the County Recorder on October 12, 2004, as Document Number 0428641086;

(h) A first collateral assignment ("**717 N. Michigan Collateral Assignment**") from NAK to Lender of all rents, leases and profits of the 717 N. Michigan Property and recorded with the County Recorder on October 12, 2004, as Document Number 0428641077 and re-recorded as Document Number 0604519060;

(i) A leasehold mortgage ("**679 N. Michigan Leasehold Mortgage**") dated as of October 6, 2004, duly executed by Capital Group and granting a first lien on the 679 N. Michigan Lease and recorded with the County Recorder on October 19, 2004, as Document Number 0429334162, encumbering the property commonly known as 679 N. Michigan Avenue, Chicago, Illinois, and legally described on the attached and incorporated Exhibit A-5 (the "**679 N. Michigan Property**");

(j) A first collateral assignment ("**679 N. Michigan Collateral Assignment**") dated as of October 6, 2004, from Capital Group to Lender of all rents, leases and profits of the 679 N. Michigan Property and recorded with the County Recorder on October 19, 2004, as Document Number 0429334163;

(k) A First Modification of Loan Agreement and Mortgages ("**First Modification**") dated as of October 6, 2004, duly executed by the Borrowers and recorded with the County Recorder on October 18, 2004, as Document Number 0429334161, and re-recorded on February 14, 2006, as Document Number 0604519061, to add legal description A-2;

(l) A Second Modification of Certain Loan Documents ("**Second Modification**") dated as of January 26, 2006, duly executed by the Borrowers and recorded with the County Recorder on February 14, 2006, as Document Number 0604519062;

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(m) A Third Modification of Certain Loan Documents ("**Third Modification**") dated as of July 31, 2006 duly executed by the Borrowers and recorded with the County Recorder on August 23, 2006 as Document Number 0623545079; and

(n) A Fourth Modification of Certain Loan Documents ("**Fourth Modification**") dated as of June 29, 2007 duly executed by the Borrowers and recorded with the County Recorder on \_\_\_\_\_, 2007 as Document Number \_\_\_\_\_.

In addition, one of the Borrowers previously pledged and assigned to Lender its interest in the TIF Note (as defined in the Loan Agreement) pursuant to that certain Security Agreement and Collateral Assignment of Note dated as of June 30, 2004, executed by NAK in favor of Lender (the "**TIF Note Pledge Agreement**").

For purposes hereof, (i) the 42 E. Superior Mortgage, the 33 W. Huron Mortgage, the 16 W. Erie Mortgage, the 717 N. Michigan Leasehold Mortgage, the 679 N. Michigan Leasehold Mortgage are herein collectively called the "**Mortgages**," and (ii) the 42 E. Superior Collateral Assignment, the 33 W. Huron Collateral Assignment, the 16 W. Erie Collateral Assignment, the 717 N. Michigan Collateral Assignment and 679 N. Michigan Collateral Assignment are herein collectively called the "**Assignment of Rents**."

Borrowers and Lender now wish to modify the Mortgages, Assignment of Rents and TIF Pledge Agreement to reflect the Fourth Amendment Loan Requests.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in this Modification Agreement, the sufficiency of which are hereby acknowledge, the parties agree as follows:

## AGREEMENTS:

### 1. INCORPORATION AND DEFINITIONS.

Any capitalized term not defined in this Modification Agreement will have the meaning ascribed to it in the Loan Agreement.

### 2. REPRESENTATIONS AND WARRANTIES.

(a) The representations and warranties in the Loan Documents are true and correct as of this date.

(b) There is currently no Event of Default under the Notes, the Mortgages, the Loan Agreement, or the other Loan Documents and Borrowers do not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Modification Agreement, they continue to be the legal, valid and binding

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obligations of Borrowers enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Borrowers, or any other party whose financial statement has been delivered to Lender in connection with the Loans from the date of the most recent financial statement of such Borrower or other party received by Lender.

(e) As of this date, Borrowers do not have any claims, counterclaims, defenses, or set-offs with respect to the Loans or the Loan Documents as modified in this Modification Agreement.

### 3. Amendment to Loan Documents.

(a) The Mortgages, Assignment of Rents, TIF Pledge Agreement and all of the Loan Documents shall reflect the Fourth Amendment Loan Requests.

### 4. Miscellaneous.

(a) The captions and headings of various Articles and Sections of this Modification Agreement are for convenience only and are not to be considered as defining or limiting in any way the scope or intent of the provisions of this Modification Agreement.

(b) In the event of any inconsistency among the terms of this Modification Agreement (including incorporated terms), or between such terms and the terms of any other Loan Document, Lender may elect which terms govern and prevail. If any provision of this Modification Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is adjudicated by a court of competent jurisdiction to be invalid, the validity of the remainder of this Modification Agreement shall be construed as if such invalid part were never included in this Modification Agreement.

(c) Any word in this Modification Agreement which is expressed in the masculine or neuter gender will be considered to include the masculine, feminine and neuter genders. Any word in this Modification Agreement which is expressed in the singular or plural number will be considered, whenever appropriate in the context, to include the singular and the plural.

(d) This Modification Agreement has been negotiated, executed and delivered at Chicago, Illinois, and is governed by the laws of the State of Illinois, without reference to the choice of law or conflicts of law principles of the State.

(e) Any references to the "Loan Agreement" or the "Loan Documents" contained in any of the Loan Documents should be considered to refer to the Loan Agreement and the Loan Documents as modified by this Modification Agreement.

(f) This Modification Agreement is executed by Chicago Title Land Trust Company as trustee ("Trustee") of the 42 E. Superior Trust, the 16 W. Erie Trust, and the 679 N. Michigan Trust, not individually, but solely as Trustee under said trust agreements. Said trust agreement are made a part of this Modification Agreement and any claims against Trustee which

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may result from the execution of this Modification Agreement are payable only out of any trust property which may be held under the trust agreements, and Mortgagor shall not be held personally liable for the performance of any of the terms and conditions of this Modification Agreement or for the validity or condition of the title of said trust properties or for any agreement with respect thereto. Any and all personal liability of Trustee is expressly waived by Lender and its successors and assigns.

This Modification Agreement may be signed in two or more counterparts, all of which when together shall constitute one original document.

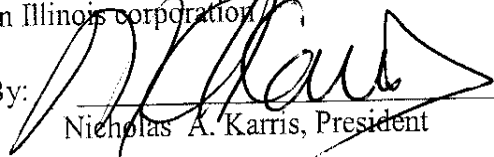
*[Remainder of Page Intentionally Left Blank – Signature Page Follows]*

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Borrowers and Lender have executed this Modification Agreement as of the date set forth above.

**WATER TOWER REALTY COMPANY,**  
an Illinois corporation

By:   
\_\_\_\_\_  
Nicholas A. Karris, President

**CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE U/T/A DATED JULY 7, 1993, AND KNOWN AS TRUST NO. 1098385**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

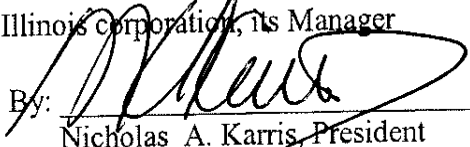
**16 W. ERIE, LLC,** an Illinois limited liability company

By:   
\_\_\_\_\_  
Nicholas A. Karris, Manager

**CHICAGO TITLE LAND TRUST COMPANY AS TRUSTEE U/T/A DATED SEPTEMBER 8, 2000, AND KNOWN AS TRUST NO. 1108820**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

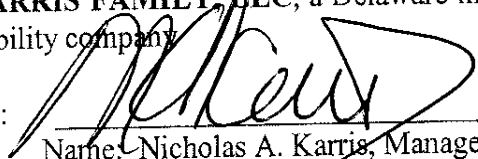
**33 HURON, LLC,** an Illinois limited liability company

By: Water Tower Realty Company, an Illinois corporation, its Manager  
  
By: \_\_\_\_\_  
Nicholas A. Karris, President

**CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE U/T/A DATED SEPTEMBER 9, 1977, AND KNOWN AS TRUST NO. 1070589**

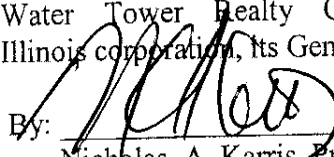
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**KARRIS FAMILY, LLC,** a Delaware limited liability company


By:   
\_\_\_\_\_  
Name: Nicholas A. Karris, Manager

  
\_\_\_\_\_  
NICHOLAS A. KARRIS, Individually

**WATER TOWER CAPITAL GROUP, LTD. NO. 1 LIMITED PARTNERSHIP,** an Illinois limited partnership

By: Water Tower Realty Company, an Illinois corporation, its General Partner  
  
By: \_\_\_\_\_  
Nicholas A. Karris, President

**BANCO POPULAR NORTH AMERICA**

By:   
\_\_\_\_\_  
Name: Adnan Assad  
Title: SVP

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IN WITNESS WHEREOF, Borrowers and Lender have executed this Modification Agreement as of the date set forth above.

WATER TOWER REALTY COMPANY,  
an Illinois corporation

By: \_\_\_\_\_  
Nicholas A. Karris, President

CHICAGO TITLE LAND TRUST  
COMPANY, AS TRUSTEE U/T/A DATED  
JULY 7, 1993, AND KNOWN AS TRUST  
NO. 1098385 AND NOT PERSONALLY

By: Nancy A. Carlin  
Name: Nancy A Carlin  
Title: Asst Vice President

16 W. ERIE, LLC, an Illinois limited liability  
company

By: \_\_\_\_\_  
Nicholas A. Karris, Manager

CHICAGO TITLE LAND TRUST  
COMPANY AS TRUSTEE U/T/A DATED  
SEPTEMBER 8, 2000, AND KNOWN AS  
TRUST NO. 1108820 AND NOT PERSONALLY

By: Nancy A. Carlin  
Name: Nancy A Carlin  
Title: Asst Vice President

33 HURON, LLC, an Illinois limited liability  
company

By: Water Tower Realty Company, an  
Illinois corporation, its Manager

By: \_\_\_\_\_  
Nicholas A. Karris, President

CHICAGO TITLE LAND TRUST  
COMPANY, AS TRUSTEE U/T/A DATED  
SEPTEMBER 9, 1977, AND KNOWN AS  
TRUST NO. 1070589 AND NOT PERSONALLY

By: Nancy A. Carlin  
Name: Nancy A Carlin  
Title: Asst Vice President

KARRIS FAMILY, LLC, a Delaware limited  
liability company

By: \_\_\_\_\_  
Name: Nicholas A. Karris, Manager

\_\_\_\_\_  
NICHOLAS A. KARRIS, Individually

WATER TOWER CAPITAL GROUP,  
LTD. NO. 1 LIMITED PARTNERSHIP, an  
Illinois limited partnership

By: Water Tower Realty Company, an  
Illinois corporation, its General Partner

By: \_\_\_\_\_  
Nicholas A. Karris, President

BANCO POPULAR NORTH AMERICA

By: [Signature]  
Name: Adnan Assad  
Title: SVP

*Fifth Modification Of Certain Loan Documents Signature Page*



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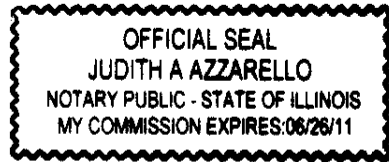
STATE OF ILLINOIS )  
COUNTY OF Cook ) ss

Judith Azzarello a Notary Public in and for said County, in the State aforesaid, do hereby certify that NICHOLAS A. KARRIS, the President of WATER TOWER REALTY COMPANY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such 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 of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 31<sup>st</sup> day of August, 2007.

NOTARY PUBLIC

Judith A. Azzarello



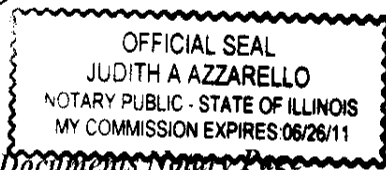
STATE OF ILLINOIS )  
COUNTY OF Cook ) ss

Judith Azzarello Notary Public in and for said County, in the State aforesaid, do hereby certify that NICHOLAS A. KARRIS, the President of WATER TOWER REALTY COMPANY, the Manager of 33 HURON, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such 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 of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 31<sup>st</sup> day of August, 2007.

NOTARY PUBLIC

Judith A. Azzarello



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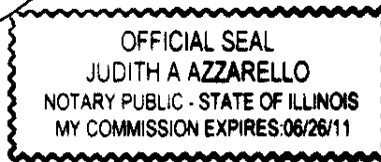
STATE OF ILLINOIS )  
COUNTY OF Cook ) ss

Judith Azzarello Notary Public in and for said County, in the State aforesaid, do hereby certify that NICHOLAS A. KARRIS, the Manager of KARRIS FAMILY, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 31<sup>st</sup> day of August, 2007.

NOTARY PUBLIC

Judith A. Azzarello



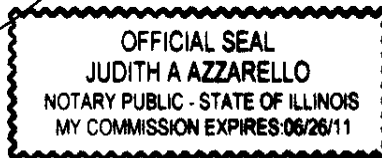
STATE OF ILLINOIS )  
COUNTY OF Cook ) ss

Judith Azzarello Notary Public in and for said County, in the State aforesaid, do hereby certify that NICHOLAS A. KARRIS, the Manager of 16 W. ERIE, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, 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 of said \_\_\_\_\_, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 31<sup>st</sup> day of August, 2007.

NOTARY PUBLIC

Judith A. Azzarello



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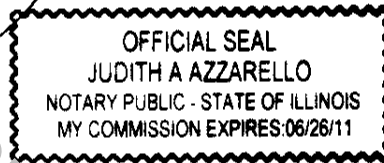
STATE OF ILLINOIS )  
 )  
COUNTY OF Cook ) ss

Judith Azzarello Notary Public in and for said County, in the State aforesaid, do hereby certify that NICHOLAS A. KARRIS, the President of WATER TOWER REALTY COMPANY, the General Partner of WATER TOWER CAPITAL GROUP, LTD. NO. 1 LIMITED PARTNERSHIP, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such 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 of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 31<sup>st</sup> day of August, 2007.

NOTARY PUBLIC

Judith Azzarello



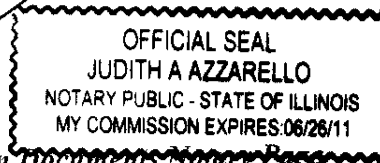
STATE OF ILLINOIS )  
 )  
COUNTY OF Cook ) ss

Judith Azzarello a Notary Public in and for said County, in the State aforesaid, do hereby certify that NICHOLAS A. KARRIS, individually, who is 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 own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 31<sup>st</sup> day of August, 2007.

NOTARY PUBLIC

Judith A. Azzarello



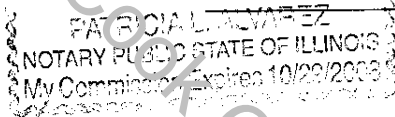
# UNOFFICIAL COPY

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 Nancy A Carlin, the Asst Vice President of CHICAGO TITLE LAND TRUST COMPANY U/T/A DATED JULY 7, 1992 AND KNOWN AS TRUST NO 1098385, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such AVP, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 5th day of September, 2007.

NOTARY PUBLIC



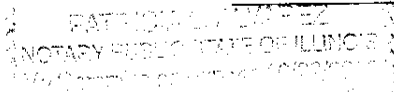
*Patricia Alvarez*

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 Nancy A Carlin, the Asst Vice President of CHICAGO TITLE LAND TRUST COMPANY U/T/A DATED SEPTEMBER 8, 2000 AND KNOWN AS TRUST NO 1108820, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such AVP, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 5th day of September, 2007.

NOTARY PUBLIC



*Patricia Alvarez*

*Fifth Modification of Certain Loan Documents Notary Page*

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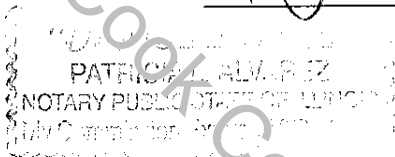
STATE OF ILLINOIS )  
 ) ss  
COUNTY OF Cook )

I, the undersigned a Notary Public in and for said County, in the State aforesaid, do hereby certify that Nancy A Carlin, the Asst Vice President of CHICAGO TITLE LAND TRUST COMPANY U/T/A DATED SEPTEMBER 9, 1977 AND KNOWN AS TRUST NO 1070589, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such AVP, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 5th day of September, 2007.

Patricia Alvarez

NOTARY PUBLIC



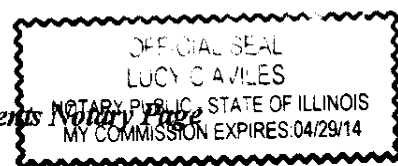
STATE OF ILLINOIS )  
 ) ss  
COUNTY OF Cook )

I, Lucy C. Aviles a Notary Public in and for said County, in the State aforesaid, do hereby certify that ADNAN ASSAD, the Senior Vice President of BANCO POPULAR NORTH AMERICA, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such AVP, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 15<sup>th</sup> day of September, 2007. 2011

Lucy C. Aviles

NOTARY PUBLIC



*Fifth Modification of Certain Loan Documents* Notary Page

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## EXHIBIT A-1

### 42 E. SUPERIOR LEGAL DESCRIPTION

THE EAST 20 FEET OF THE SOUTH 80 FEET OF LOT 6 IN BLOCK 52 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 42 E. SUPERIOR  
CHICAGO, ILLINOIS

PIN(S): 17-10-101-010-0000

Property of Cook County Clerk's Office

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## EXHIBIT A-2

### 33 W. HURON LEGAL DESCRIPTION

UNIT C101 IN 33 W. HURON CONDOMINIUM, AS DELINEATED AND DEFINED ON THE PLAT OF SURVEY OF THE PARCEL OF REAL ESTATE IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 30, 1998 AS DOCUMENT NUMBER 98-247653, AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 33 W. HURON, UNIT C101  
CHICAGO, ILLINOIS

PIN(s): 17-09-220-027-1068

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT A-4

### 717 N. MICHIGAN LEGAL DESCRIPTION

THE LEASEHOLD ESTATE CREATED BY LEASE EXECUTED BY LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 1, 1981 AND KNOWN AS TRUST NUMBER 103814, LESSOR AND WATER TOWER REALTY COMPANY, AN ILLINOIS CORPORATION, LESSEE, DATED JANUARY 1, 1982, A MEMORANDUM OF WHICH LEASE WAS RECORDED FEBRUARY 2, 1982 AS DOCUMENT NUMBER 26131022, WHICH LEASE DEMISES A PORTION OF PARCELS 1 AND 2 AS DESCRIBED IN THE LEASE FOR A TERM OF YEARS BEGINNING JANUARY 1, 1982 AND ENDING MARCH 31, 2047.

#### PARCEL 1:

THE WEST ½ OF THE NORTH ½ OF BLOCK 45 IN KINZIE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

AN EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS RESERVED IN THE DEED FROM AYRES BOAL AND LESLEY J. BOAL TO MERCHANTS SYNDICATE CATALOG COMPANY, A CORPORATION OF NEBRASKA, DATED MARCH 9, 1914 AND RECORDED MARCH 31, 1914 AS DOCUMENT NUMBER 5386485 FOR LIGHT, AIR, INGRESS AND EGRESS OVER, THROUGH AND ACROSS THE SOUTH 15 FEET OF THE EAST ½ OF THE NORTH ½ OF BLOCK 45 IN KINZIE'S ADDITION TO CHICAGO AFORESAID, AS AND FOR A PRIVATE ALLEY, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 717 N. MICHIGAN AVENUE  
CHICAGO, ILLINOIS

PIN(S) 17-10-106-001-0000



# UNOFFICIAL COPY

## EXHIBIT A-5

### 679 N. MICHIGAN LEGAL DESCRIPTION

LOTS 7 AND 8 IN W.L. NEWBERRY'S SUBDIVISION OF THE WEST HALF OF BLOCK 42 IN KINZIE'S ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 679 N. MICHIGAN AVENUE  
CHICAGO, ILLINOIS

PIN(S): 17-10-110-001-0000  
17-10-110-002-0000

Property of Cook County Clerk's Office