

**Illinois Anti-Predatory
Lending Database
Program**

Certificate of Exemption

**Report Mortgage Fraud
800-532-8785**

The property identified as: **PIN: 17-22-110-138-1095**

Address:

Street: 1201 S PRAIRIE AVE APT 2001

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60605

Lender: USAA FEDERAL SAVING BANK

Borrower: ARTHUR E KROFT AND ROSLYN A KROFT

Loan / Mortgage Amount: \$100,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 69A0E59B-E64F-45F1-A0D6-685450CDDF17

Execution date: 09/05/2013

UNOFFICIAL COPY

This document was prepared by:
Natalie Martinez, Loan Closer
10750 McDermott Freeway
San Antonio, TX 78288-0558

When recorded, please return to:
USAA FEDERAL SAVINGS BANK.....
HOME EQUITY LOAN SERVICING.....
10750 McDERMOTT FREEWAY.....
SAN ANTONIO, TX 78288-0558

State of Illinois

Space Above This Line For Recording Data

MORTGAGE

925032

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is September 5, 2013. The parties and their addresses are:

MORTGAGOR:

Arthur E. Kroft, Individually and as Trustee and Roslyn A. Kroft, Individually and as Trustee of the ROSLYN A. KROFT LIVING TRUST DATED MAY 25, 1999

LENDER:

USAA FEDERAL SAVINGS BANK("USAA FSB")
10750 McDERMOTT FREEWAY
SAN ANTONIO, TX 78288-0558

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys, mortgages and warrants to Lender the following described property:

See Exhibit A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property tax identification number is .

The property is located in Cook at 1201 S PRAIRIE AVE APT 2001, CHICAGO, Illinois 60605
(County) (Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (You must specifically identify the debt(s) secured and include the final maturity date of such debt(s))

That Line of Credit Agreement dated 09/05/2013 having a Credit Limit of \$100,000.00 executed by [Borrower(s):] ARTHUR E. KROFT, ROSLYN A. KROFT to USAA FSB as Lender and having a Maturity Date of 9/5/2033.

UNOFFICIAL COPY

B. All future advances from Lender to Mortgagor. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Instrument.

4. **MORTGAGE COVENANTS.** Mortgagor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgagor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees to make all payments when due and to perform or comply with all covenants. Mortgagor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

Claims Against Title. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

Property Condition, Alterations and Inspection. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

Authority to Perform. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Leaseholds; Condominiums; Planned Unit Developments. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or is part of a planned unit development ("PUD"), Mortgagor agrees to the following: (i) The Property includes not only the property described above, but also an undivided interest in certain common elements and facilities of the condominium or PUD, and any interest of the Mortgagor in the homeowners' association or other equivalent entity owning or managing the common areas and facilities and the uses, benefits and proceeds of that interest; (ii) Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or PUD; (iii) Mortgagor will take such actions as are reasonable to ensure that any homeowners' association or equivalent entity maintains a public liability insurance policy and a "master" or "blanket" policy on the Property providing insurance coverage against loss by fire, hazards included within the term "extended coverage," and any other hazards, including but not limited to, earthquakes and floods, from which Lender requires insurance that is acceptable in form, amount, and extent of coverage to Lender.

Condemnation. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or

HER RAK

UNOFFICIAL COPY

any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

Financial Reports and Additional Documents. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

5. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, conveys and warrants to Lender, as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.

Mortgagor agrees that this assignment is immediately effective after default between the parties to this Security Instrument and effective as to third parties on the recording of the Security Instrument, and this assignment will remain effective during any period of redemption by the Mortgagor until the Secured Debt is satisfied. Mortgagor agrees that Lender may take actual possession of the property without the necessity of commencing legal action and that actual possession is deemed to occur when Lender, or its agent, notifies Mortgagor of default and demands that any tenant pay all future Rents directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

6. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
7. **DEFAULT.** Mortgagor will be in default if any of the following occur:

Fraud. Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

Property. Any action or inaction occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the

HEK *PAK*

UNOFFICIAL COPY

Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Mortgagor and subjects Mortgagor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

8. **REMEDIES ON DEFAULT.** In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions. Upon default, Lender shall have the right, without declaring the whole indebtedness due and payable, to foreclose against all or part of the Property. This Security Instrument shall continue as a lien on any part of the Property not sold on foreclosure.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

9. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released.

10. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

11. **ESCROW FOR TAXES AND INSURANCE.** If otherwise provided in a separate agreement, Mortgagor may be required to pay to Lender funds for taxes and insurance in escrow.

AEK PAN

UNOFFICIAL COPY

12. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

13. SEVERABILITY; INTERPRETATION. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

14. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

15. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.

16. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 100,000.00. This limitation of amount does not include interest, attorneys fees, and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

17. LINE OF CREDIT. The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.

18. APPLICABLE LAW. This Security Instrument will be governed by applicable federal law and the law of the state of Texas without regard to its rules regarding the conflicts of laws, except for laws regarding the perfection and enforcement of the lien on real property, which will be governed by the law of the situs of the Property.

19. RIDERS. The covenants and agreements of each of the riders described below are incorporated into and supplement and amend the terms of this Security Instrument:

.....
.....

20. **ADDITIONAL TERMS.**

AEK *PAK*

UNOFFICIAL COPY

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

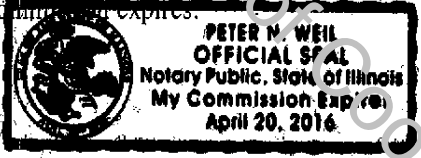
If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

X Arthur E. Kroft 9/9/13 X Roslyn A. Kroft 9-9-13
 (Signature) ARTHUR E. KROFT, Individually and as Trustee (Date) (Signature) ROSLYN A. KROFT, Individually and as Trustee (Date)

X _____ X _____
 (Signature) (Date) (Signature) (Date)

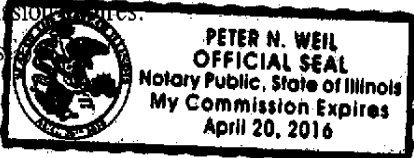
ACKNOWLEDGMENT:

(Individual) STATE OF ILLINOIS _____, COUNTY OF Lake } ss.
 This instrument was acknowledged before me this 9th day of September
 by ARTHUR E. KROFT, Individually and as Trustee
 My commission expires: _____



X [Signature]
 (Notary Public)

(Individual) STATE OF ILLINOIS _____, COUNTY OF Lake } ss.
 This instrument was acknowledged before me this 9th day of September
 by ROSLYN A. KROFT, Individually and as Trustee
 My commission expires: _____



X [Signature]
 (Notary Public)

(Individual) STATE OF ILLINOIS _____, COUNTY OF _____ } ss.
 This instrument was acknowledged before me this _____ day of _____
 by _____
 My commission expires: _____

(Seal) X _____
 (Notary Public)

(Individual) STATE OF ILLINOIS _____, COUNTY OF _____ } ss.
 This instrument was acknowledged before me this _____ day of _____
 by _____
 My commission expires: _____

(Seal) X _____
 (Notary Public)

UNOFFICIAL COPY

EXHIBIT "A"

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN COOK COUNTY, STATE OF ILLINOIS, TO-WIT:

PARCEL 1:

UNITS 2001, GU-192 AND GU-193 IN ONE MUSEUM PARK WEST CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

PART OF BLOCK 2 SUBDIVISION, BEING A SUBDIVISION OF LOT 2 IN KILEY'S SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO, PART OF SOUTH INDIANA AVENUE PER DOCUMENT 93954909 RECORDED NOVEMBER 22, 1993, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0933444028, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY THE GRANT OF EASEMENTS AND AGREEMENT FOR CONSTRUCTION, ENCROACHMENTS AND MAINTENANCE ("GRANT") DATED MARCH 15, 2006 AND RECORDED MAY 15, 2006 AS DOCUMENT 0613532035 MADE BY AND AMONG CENTRAL STATION, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, 1255 SOUTH PRAIRIE PRIVATE, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY AND GP 1, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY: (I) TO CONSTRUCT, LOCATE AND MAINTAIN PERMANENT ENCROACHMENTS OF PORTIONS OF THE FUTURE IMPROVEMENTS LOCATED ON PARCEL 1, INCLUDING WITHOUT LIMITATION ALL STRUCTURAL MEMBERS, FOOTING, CAISSON BELLS, FOUNDATIONS, DEMISING WALLS, COLUMNS, SHEETING AND GRADE BEAMS AND ANY OTHER SUPPORTING COMPONENTS WHICH PROVIDE SUPPORT AND/OR ENCLOSURE; AND, (III) TO MAINTAIN ANY INCIDENTAL ENCROACHMENTS IN THE EVENT AND TO THE EXTENT THAT ANY PART OF THE FUTURE IMPROVEMENTS LOCATED ON PARCEL 1, ENCROACH UPON ANY PART OF THE DOMINANT PARCELS (AS DEFINED IN THE GRANT), IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY THE GRANT OF EASEMENTS AND AGREEMENT FOR CONSTRUCTION, ENCROACHMENTS AND MAINTENANCE DATED MARCH 15, 2006 AND RECORDED MAY 15, 2006 AS DOCUMENT 0613532035 MADE BY AND AMONG CENTRAL STATION, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY; 1255 SOUTH PRAIRIE PRIVATE, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY AND GP 1, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY FOR THE PURPOSE OF INGRESS AND EGRESS BY PERSONS, MATERIALS AND EQUIPMENT OVER, UPON, ACROSS, UNDER AND THROUGH THE SERVIENT PARCEL DESCRIBED THEREIN TO THE EXTENT REASONABLY NECESSARY TO PERMIT THE MAINTENANCE, REPAIR OR RECONSTRUCTION OF THE IMPROVEMENTS ON PARCEL 1, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

EXHIBIT "A"

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY THE DECLARATION OF EASEMENTS AND MAINTENANCE AGREEMENT FOR MUSEUM PARK NORTH DATED APRIL 28, 2006 AND RECORDED MAY 15, 2006 AS DOCUMENT 0613532038 MADE BY AND AMONG 1255 SOUTH PRAIRIE PRIVATE, L.L.C.; GP 1, LLC AND CENTRAL STATION, L.L.C. FOR UTILITY PURPOSES, INCLUDING THE RIGHT TO INSTALL, LAY, MAINTAIN, REPAIR AND REPLACE WATER MAINS AND PIPES, SEWER LINES, GAS MAINS, TELEPHONE AND COMMUNICATIONS WIRES AND EQUIPMENT, AND ELECTRICAL CONDUITS, WIRFS AND EQUIPMENT, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY THE DECLARATION OF EASEMENTS AND MAINTENANCE AGREEMENT FOR MUSEUM PARK NORTH DATED APRIL 28, 2006 AND RECORDED MAY 15, 2006 AS DOCUMENT 0613532038 MADE BY AND AMONG 1255 SOUTH PRAIRIE PRIVATE, L.L.C.; GP 1, LLC AND CENTRAL STATION, L.L.C. FOR INGRESS AND EGRESS OF VEHICLES AND PERSONS OVER, ON AND ACROSS STREET AREAS LOCATED UPON THE PRAIRIE AVENUE PRIVATE EASEMENT PARCEL DESCRIBED THEREIN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY THE AMENDED AND RESTATED GRANT OF EASEMENTS: GRANT OF PUBLIC ACCESS EASEMENT AND AGREEMENT FOR USE AND MAINTENANCE OF EASEMENT PARCEL DATED APRIL 19, 2002 AND RECORDED APRIL 24, 2002 AS DOCUMENT 0020470285 MADE BY AND AMONG MUSEUM PARK EAST, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY AND CHICAGO TITLE AND TRUST COMPANY (FORMERLY KNOWN AS CHICAGO TITLE AND TRUST COMPANY), AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1990 AND KNOWN AS TRUST NUMBER 1080000 FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER, ACROSS AND UPON THE EASEMENT PARCEL DESCRIBED THEREIN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY THE DECLARATION OF EASEMENTS FOR CONSTRUCTION, ENCROACHMENTS, ADJACENT IMPROVEMENTS, ACCESS AND MAINTENANCE: ACCESS RAMP EASEMENTS MADE BY AND BETWEEN GRANT PARK 2, LLC AND CENTRAL STATION, L.L.C. RECORDED NOVEMBER 30, 2009 AS DOCUMENT 0933444026 FOR THE FOLLOWING PURPOSES:

- A) LOCATE AND MAINTAIN PERMANENT ENCROACHMENTS OF ANY ONE MUSEUM PARK WEST IMPROVEMENTS AND/OR FACILITIES;
- B) MAINTAIN ANY INCIDENTAL ENCROACHMENTS IN THE EVENT AND TO THE EXTENT THAT ANY PART OF THE ONE MUSEUM PARK WEST IMPROVEMENTS SHALL ENCROACH OR SHALL HEREAFTER ENCROACH; AND,
- C) FOR INGRESS AND EGRESS TO THE EXTENT REASONABLY NECESSARY TO PERMIT THE

UNOFFICIAL COPY

EXHIBIT "A"

MAINTENANCE, REPAIR, REPLACEMENT OR RECONSTRUCTION OF ANY PORTION OF THE ONE MUSEUM PARK WEST IMPROVEMENTS, IN, TO, UNDER, OVER, UPON, THROUGH AND ABOUT PORTIONS OF THE "TS PROPERTY", AS DEFINED THEREIN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY DECLARATION OF EASEMENTS FOR ENCROACHMENTS, ADJACENT IMPROVEMENTS, ACCESS AND MAINTENANCE, DATED APRIL 2, 2008 AND RECORDED APRIL 4, 2008 AS DOCUMENT 0809541096, BY AND AMONG GP1, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, GRANT PARK 2, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AND CENTRAL STATION, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, FOR EASEMENTS:

- (I) TO LOCATE AND MAINTAIN ENCROACHMENTS OF PORTIONS OF IMPROVEMENTS OVER ONE MUSEUM PARK EAST PROPERTY, AS DEFINED THEREIN;
- (II) FOR REPAIR, REPLACEMENT AND RECONSTRUCTION OF ALL EXPANSION JOINT CONNECTIONS AS DESCRIBED THEREIN;
- (III) FOR INGRESS AND EGRESS OVER ONE MUSEUM PARK EAST PROPERTY TO THE EXTENT REASONABLY NECESSARY TO PERMIT MAINTENANCE, REPAIR OR RECONSTRUCTION OF ANY PORTION OF THE ONE MUSEUM PARK WEST PROPERTY; AND
- (IV) FOR INGRESS AND EGRESS TO ANY DOG RUN AREA AND FOR ACCESS TO AND USE OF ANY DOG RUN AREA LOCATED ON THE ONE MUSEUM PARK EAST PROPERTY, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY DECLARATION OF EASEMENTS FOR ENCROACHMENTS, ADJACENT IMPROVEMENTS, ACCESS AND MAINTENANCE, DATED NOVEMBER 20, 2009 AND RECORDED NOVEMBER 30, 2009 AS DOCUMENT 0933444027 BY AND BETWEEN GRANT PARK 2, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND CENTRAL STATION, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, FOR EASEMENTS:

- (A) TO LOCATE AND MAINTAIN ENCROACHMENTS OF PORTIONS OF IMPROVEMENTS OVER TS PROPERTY, AS DEFINED THEREIN;
- (B) FOR REPAIR, REPLACEMENT AND RECONSTRUCTION OF ALL EXPANSION JOINT CONNECTIONS AS DESCRIBED THEREIN;
- (C) FOR INGRESS AND EGRESS OVER TS PROPERTY TO THE EXTENT REASONABLY NECESSARY TO PERMIT MAINTENANCE, REPAIR OR RECONSTRUCTION OF ANY PORTION OF THE ONE MUSEUM PARK WEST PROPERTY, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

THE (EXCLUSIVE) RIGHT TO THE USE OF STORAGE SPACE(S) S-095 A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0933444028.

UNOFFICIAL COPY

EXHIBIT "A"

SUBJECT TO:

(1) THE TERMS AND PROVISIONS OF THE DECLARATION AND ANY AMENDMENTS THERETO; (2) PUBLIC, PRIVATE AND UTILITY EASEMENTS INCLUDING ANY EASEMENTS ESTABLISHED BY, OR IMPLIED FROM THE DECLARATION AND ANY AMENDMENTS THERETO; (3) COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD; (4) APPLICABLE ZONING AND BUILDING LAWS, ORDINANCES AND RESTRICTIONS; (5) ROADS AND HIGHWAYS, IF ANY; (6) LIMITATIONS AND CONDITIONS IMPOSED BY THE ACT; (7) ENCROACHMENTS, IF ANY, WHICH DO NOT ADVERSELY IMPAIR THE USE AND ENJOYMENT OF THE DWELLING UNIT AS A RESIDENCE OR THE GARAGE UNIT(S), IF ANY, FOR THE PARKING OF ONE PASSENGER VEHICLE; (8) INSTALLMENTS DUE AFTER THE DATE OF THE CLOSING FOR ASSESSMENTS ESTABLISHED PURSUANT TO THE DECLARATION; (9) TITLE EXCEPTIONS PERTAINING TO LIENS OR ENCUMBRANCES OF A DEFINITE OR ASCERTAINABLE AMOUNT WHICH MAY BE REMOVED BY THE PAYMENT OF MONEY AT THE TIME OF THE CLOSING AND WHICH SELLER SHALL SO REMOVE AT THAT TIME BY USING THE FUNDS TO BE PAID UPON DELIVERY OF THE DEED; (10) MATTERS OVER WHICH THE TITLE COMPANY (AS DEFINED BELOW) IS WILLING TO INSURE; (11) ACTS DONE OR SUFFERED BY PURCHASER OF ANYONE CLAIMING BY, THROUGH OR UNDER PURCHASER; (12) PURCHASER'S MORTGAGE, IF ANY; AND (13) LEASES, LICENSES AND MANAGEMENT AGREEMENTS AFFECTING THE GARAGE UNIT(S), IF ANY, AND/OR THE COMMON ELEMENTS.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

ASSESSORS PARCEL NUMBER: 17-22-110-138-1095

ATI ORDER NUMBER: 201308141017