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Prepared by and
After Recording, return to:

Steven R. Davidson, Esq.
Dentons US LLP
233 S. Wacker Dr., Suite 7800
Chicago, IL 60606-6404



Doc#: 1326219082 Fee: \$80.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/19/2013 12:40 PM Pg: 1 of 22

11642911

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THIS ASSIGNMENT OF RENTS AND LEASES ("Assignment") made this 12th day of September, 2013, between 122, PROPERTY LLC, an Illinois limited liability company ("122"), 122 S MICHIGAN RETAIL W LLC, an Illinois limited liability company ("Retail W") and 122 S MICHIGAN RETAIL A LLC, an Illinois limited liability company ("Retail A", together with Retail W and 122, hereinafter collectively, together with their successors and assigns called the "Borrower") and THE UNION LABOR LIFE INSURANCE COMPANY, a Maryland Corporation with its principal office at 8403 Colesville Road, Thirteenth Floor, Silver Spring, Maryland, 20910 (herein "Lender").

WITNESSETH:

WHEREAS Lender has made a loan (the "Loan") to Borrower of even date herewith. The Loan is evidenced by that certain promissory note ("Note") in the principal amount of \$30,000,000.00, secured by a Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Rents and Leases ("Mortgage") of even date herewith covering real property in Chicago, Illinois and related fixtures, equipment and personal property (hereunder referred to as the "Premises") described in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS as a condition to making the Loan evidenced by the Note, Lender has required this Assignment.

NOW, THEREFORE, in consideration of the Loan referred to above, Borrower hereby grants, transfers and assigns unto Lender, its successors and assigns, all the right, title and interest of Borrower in and to all of the rents, issues, profits, revenues, royalties, rights, benefits and all license fees, concession fees, charges, rights, benefits and all other payments, including termination payments, of any kind (including, without limitation, security deposits to the extent they may be lawfully assigned and all payments made on account of operating expenses and real estate taxes and other similar items whether categorized as rent, additional rent or otherwise (herein collectively called "Rents") of and from the Premises (including, but not limited to, the use, occupancy or utilization thereof), and in and to all leases of all or part of the Premises, now existing, or hereafter made, executed or delivered, whether oral or written, together with all renewals, extensions or modifications thereof as may have been, or may from time to time hereafter, be modified or extended, and any guaranties of the Lessee's obligations under any thereof, as may hereafter be amended or modified (all of said leases, together with all such guarantees, modifications and extensions being hereinafter collectively referred to as the "Leases"). Borrower further agrees to execute assignments of any future Leases affecting all or any part of the Premises and

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assignments of any guaranties made in connection therewith. Lender and Borrower intend that the assignments contained in this paragraph to be absolute, unconditional and presently effective.

Lessees shall pay the Rents to Lender upon demand without further inquiry, and payment to Lender shall be a full defense by any such Lessee to any claim for such Rents by Borrower, regardless of any defenses or counterclaims Borrower may have against Lender. Until such demand is made, each Lessee may pay rents directly to Borrower, who is authorized to collect the Rents, provided, however, Borrower shall not collect Rents for more than one month in advance, except for customary deposits as security for the performance of the Lessees thereunder (including payment of the last month's rent for such purpose), but after demand, Borrower covenants to hold all Rents so paid in trust for the use and benefit of Lender. The term "Leases" shall also refer to all subleases of all or any portion of the Premises and any license, concession or other agreement with respect to the use, occupancy or utilization of all or any portion of the Premises. Notwithstanding any provision contained herein to the contrary, it shall never be necessary for Lender to institute legal proceedings of any kind whatsoever to enforce the provisions of this Assignment. All capitalized terms used herein which are not specifically defined herein shall have the meanings assigned to them in the Mortgage.

1. Upon the occurrence of an Event of Default under the terms and conditions of this Assignment, this Assignment shall constitute a direction and full authority to each Lessee under any Lease and each guarantor of any Lease to pay all Rents to Lender without proof of the default relied upon. Borrower hereby irrevocably authorizes each Lessee and guarantor to rely upon and comply with any notice or demand by Lender for the payment to Lender of any Rents due or to become due.
2. Borrower warrants as to each Lease now or hereafter covering all or any part of the Property unless Lender has been otherwise advised by written notice from Borrower promptly after any of the following statements is not true and correct:
 - (a) that each Lease is in full force and effect;
 - (b) that no material term of any Lease has been altered, modified or changed;
 - (c) that no default exists on the part of Borrower or the Lessee under any Lease;
 - (d) that there are no events which with the passage of time, or the giving of notice would create a material default under any Lease;
 - (e) that no rent in excess of one month's rent has been collected in advance under any Lease;
 - (f) that no Lease or any interest therein has been previously assigned or pledged;
 - (g) that no Lessee under any Lease has any defense, setoff or counterclaim against Borrower; and
 - (h) that all rent due to date under each Lease has been collected and no concession has been granted to any Lessee in the form of a waiver, release, reduction, discount or other alteration of rent due or to become due.
3. Borrower agrees with Lender as follows:

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- (a) If the Lease provides for a security deposit paid by the Lessee to Borrower, this Assignment transfers to the Lender all of Borrower's right, title and interest in and to the security deposit to the extent permitted by law; provided that Borrower shall have the right to retain said security deposit so long as no Event of Default has occurred and remains uncured under this Assignment or the Mortgage; provided further that Lender shall have no obligation to the Lessee with respect to such security deposit unless and until Lender comes into actual possession and control of said deposit.
- (b) Each Lease shall remain in full force and effect despite any merger of the interest of Borrower and any Lessee thereunder. Borrower shall not transfer or convey fee title to the leased premises to any Lessee without the prior written consent of Lender. In no event shall any such transfer or conveyance operate to release or relieve Borrower of any liability to Lender unless Lender specifically agrees otherwise in writing.
- (c) Except as may be permitted by the terms of the Mortgage, Borrower shall not enter into, terminate (except pursuant to the terms of the Lease upon a default by the Lessee), or modify or amend any Lease or any of the terms thereof, or grant any concessions in connection therewith or accept a surrender thereof, without the prior written consent of Lender, which may be withheld in its sole, absolute and subjective discretion.
- (d) Borrower shall not collect any Rents more than 30 days in advance of the date on which they become due under the terms of any Lease.
- (e) Borrower shall not discount any future accruing Rents.
- (f) Borrower shall not consent to any assignment of any Lease of over nine thousand (9,000) square feet, or any subletting thereunder, whether or not in accordance with its terms, without the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, and Borrower shall not consent to, or permit, a material alteration of, or addition to, the Property by any such Lessee.
- (g) Borrower shall not further assign, pledge, hypothecate, or otherwise encumber any of the Leases or Rents or any interest therein or suffer or permit any assignment, pledge, hypothecation or encumbrance of any of the Leases or Rents or any interest therein to occur by operation of law.
- (h) Borrower shall not request, consent to, agree to or accept a subordination of any Lease to any other mortgage, deed of trust or other encumbrance, or any other lease, now or hereafter affecting the Property or any part thereof, or suffer or permit conversion of any Lease to a sublease.
- (i) Borrower shall faithfully perform and discharge all material obligations of the lessor under the Leases and shall enforce the material terms, covenants and conditions to be performed by all Lessees under, and other parties to, the Leases in accordance with prudent commercial business practices. Borrower shall give prompt written notice to Lender of any notice of Borrower's default received from any Lessee or any other person and furnish Lender with a complete copy of said notice. Borrower shall appear in and defend, at no cost to Lender, any action or proceeding arising under, or in any manner connected with, any Lease. If requested by Lender, Borrower shall enforce each Lease

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and all remedies available to Borrower against the Lessee in the case of default under the Lease by the Lessee.

- (j) Borrower shall give Lender, upon request by Lender, an executed counterpart of each and every executed lease then affecting all or any part of the Property. Borrower shall also give Lender written notice of its intent to enter into a Lease of any part of the Property, and shall promptly provide to Lender a true and correct copy of the form of the Lease it intends to enter into in connection therewith.

Each new Lease entered into by Borrower shall be deemed included in this Assignment as though originally listed herein. At Lender's option, a memorandum of each Lease shall be recorded in the official records of the county in which the Property is located, which memorandum shall refer to this Assignment and the Lender's rights hereunder. Borrower agrees to pay all reasonable costs incurred in connection with the preparation, execution and recording of such memorandum.

- (k) Borrower shall manage the Property through its own personnel, and shall not hire, retain or contract with any third party for property management services without the prior written approval by Lender, which approval Lender shall not be unreasonably withheld, conditioned or delayed.
- (l) Borrower shall deliver to Lender, promptly upon request, but not more often than annually, duly executed estoppel certificates from any one or more Lessees as required by Lender attesting to such facts regarding the Lease as Lender may require, including but not limited to attestations that each Lease covered thereby is in full force and effect with no defaults thereunder on the part of any party, that no rental has been paid more than one month in advance, and that the Lessee claims no defense or offset against the full and timely performance of its obligations under the Lease.
- (m) Nothing herein shall be construed to impose any liability or obligation on Lender under or with respect to any Lease. Borrower shall indemnify and hold Lender harmless from and against any and all liabilities, losses and damages which Lender may incur under any Lease or by reason of this Assignment, and of and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations to be performed or discharged by Lender under any Lease or this Assignment. Should Lender incur any liability, loss or damage under any Lease or under or by reason of this Assignment, Borrower shall immediately within fifteen (15) days of demand reimburse Lender for the amount thereof together with all reasonable costs and expenses and reasonable attorneys' fees incurred by Lender. If not paid within fifteen (15) days of demand, all of the foregoing sums shall bear interest until paid at the Default Rate (as said term is defined in the Note). Any Rents collected by Lender may be applied by Lender, in its discretion, in satisfaction of any such liability, loss, damage, claim, demand, cost, expense or fees.
- (n) Within ninety (90) days of the close of each calendar year, the Borrower shall deliver to the Lender a schedule of all Leases then in effect, which schedule shall be certified by a principal financial or accounting officer of the Borrower and shall be in the form of Exhibit B attached to the Permanent Mortgage Loan Application dated as of May 8, 2013 executed by Borrower and Lender. If requested by the Lender, the Borrower shall also

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deliver photocopies of all Leases accompanied by a certificate of the Borrower that such copies are true, complete and accurate. The Borrower shall promptly provide the Lender with advance notice of any new Lease, or any material amendment, extension or supplement to an existing Lease it proposes to enter into and, if such new Lease or existing Lease, as such may be so amended, extended or supplemented, shall affect more than nine thousand (9,000) square feet of the net rentable area of the Mortgaged Property, then the Borrower shall deliver, together with such notice, a copy of the lease modification and new lease, an updated leasing schedule, and the year-end financial statements and operating statements of the Lessee with respect to such new or existing Lease, which financial statements shall be reasonably satisfactory to the Lender. Such financial statements shall be prepared in accordance with the provisions of the Mortgage, and shall be certified by a senior officer of Lessee.

- (o) For all Leases for more than nine thousand (9,000) square feet, and Leases which are not automatically subordinated to the Mortgage by their terms, Borrower shall cause each Lessee to execute and deliver to the Lender an agreement, reasonably satisfactory in form and substance to the Lender, under which (i) the Lessee shall subordinate its interest in its Lease to this Assignment and Mortgage and (ii) the Lessee shall, upon request of the Lender or any successor of the Lender's interest, attorn to, and become the tenant of, such successor without changing the terms or other provisions of the Lessee's Lease. In the event that a tenant (or proposed tenant) requests changes to the form of such agreement from the Mortgagee's form, Mortgagee shall not unreasonably withhold, delay or condition such consent.

4. Borrower hereby grants to Lender the following rights:

- (a) Lender shall be deemed to be the creditor of each Lessee in respect of any assignments for the benefit of creditors and any bankruptcy, arrangement, reorganization, insolvency, dissolution, receivership or other debtor-relief proceedings affecting such Lessee, without obligation on the part of Lender, however, to file timely claims in such proceedings or otherwise pursue creditor's rights therein.
- (b) Lender shall have the right to assign Borrower's right, title and interest in the Leases granted hereunder to any subsequent holder of the Mortgage or any participating interest therein or to any person acquiring title to all or any part of the Property through foreclosure or otherwise. Any subsequent assignee shall have all the rights and powers herein provided to Lender hereunder subject to the terms hereof.
- (c) Lender shall have the right (but not the obligation), upon any failure of Borrower to perform any of its agreements hereunder, to take any action as Lender may deem necessary or appropriate to protect its security, including but not limited to appearing in any action or proceeding and performing any obligations of the lessor under any Lease; and Borrower agrees to pay, within fifteen (15) days of demand, all reasonable costs and expenses, including without limitation reasonable attorneys' fees, incurred by Lender in connection therewith, together with interest thereon at the Default Rate if the payment is made more than fifteen (15) days after demand.
- (d) Upon the occurrence of an Event of Default by Borrower under the Mortgage, in addition to its rights and remedies under subsections (a)-(c) of this Section and the Mortgage and

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in addition to any rights and remedies available to the Lender at law or in equity, the Lender may, either in its own name or as attorney-in-fact of the Borrower, make, enforce, modify or cancel any of the Leases, subject to the applicable terms of the Leases; obtain tenants for and evict tenants from the Property; demand, fix and modify the Rents and other charges from the Property; institute all legal proceedings (including summary proceedings) for the collection of all Rents and other charges; obtain possession of the Property or any part thereof, or enforce any other rights theretofore exercisable by the Borrower; relet the Property, or any portion thereof, and collect the Rents under any such new Leases; manage and operate the Property or engage a managing agent for the management and operation of the Property; and do any and all other acts which the Lender, in its sole and absolute discretion, deems proper to protect the security hereof, including, without limitation, acting under any different or additional remedies provided for herein or in the Mortgage; and, with or without taking possession of the Property, in the Borrower's own name, sue for or otherwise collect and receive all Rents and other charges, including those past due and unpaid, and apply the same, less the costs and expenses of operation and collection, including reasonable attorneys fees, to the payment of the Secured Obligations, whether then matured or not, until the same shall have been paid in full; provided, however, that any balance remaining after the Secured Obligations shall have been paid in full shall be turned over to the Borrower or such other person as may lawfully be entitled thereto. Neither the entry upon and taking possession of the Property, nor the collection and application of the Rents or other charges thereof as aforesaid, nor any other act or taken by the Borrower in connection therewith, shall cure or waive any default hereunder or any Event of Default under the Mortgage or waive or modify any notice thereof or notice of acceleration of the Secured Obligations theretofore given by the Lender. The Borrower hereby releases all claims against the Lender arising out of the management, operation and maintenance of the Property or any portion thereof except as specifically provided to the contrary in any of the other Loan Documents. In no event shall the Lender be accountable for more monies than it actually receives from the Property, or shall the Lender be liable for any failure to collect the Rents; and the right to determine the method of collection and the extent to which enforcement of collection shall be prosecuted is reserved to the sole discretion of the Lender.

If an Event of Default under the Mortgage shall have occurred, the Borrower agrees that it will facilitate in every reasonable way the collection by the Lender of the Rents as the Lender is entitled to collect pursuant to the terms of this Assignment and the Mortgage, and will, at the written request of the Lender, execute a written notice and deliver the same to each Lessee directing said Lessee to pay rent to the Lender. Additionally, notice in writing by the Lender to any Lessee under a Lease advising them that the Borrower has defaulted hereunder or an Event of Default has occurred, and requesting that all future payments of rent, additional rent or other charges under such Lease be made to the Lender (or its agent) shall be construed as conclusive authority to such Lessee that such payments are to be made to the Lender (or its agent), and such Lessee shall be fully protected in making such payments to the Lender (or its agent); and the Borrower hereby irrevocably constitutes and appoints the Lender the attorney-in-fact and agent of the Borrower, coupled with an interest, for the purpose of endorsing the consent of the Borrower on any such notice. In addition to any other rights which the Lender may have herein, following a default hereunder or the occurrence of an Event of Default, the Lender may, at its option, require the Borrower to pay monthly in advance to

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the Lender (or its agent) the fair and reasonable rental value for the use and occupancy of the Property (or such portion thereof as may be in possession of the Borrower). It is understood and agreed that neither the foregoing assignment of Rents to the Lender nor the exercise by the Lender of any of its rights or remedies under this Section shall be deemed to constitute the Lender a mortgagee-in-possession or otherwise responsible or liable in any manner (other than arising from its negligence or wrongful acts) with respect to the Property or the use, occupancy, enjoyment or operation of all or any portion of the Property.

- (e) In the exercise of the powers herein granted to the Lender, no liability shall be asserted or enforced against the Lender other than for gross negligence or willful misconduct, all other such liability being hereby expressly waived and released by the Borrower. The Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or under or by reason of this Assignment or the Mortgage and the Borrower shall and does agree to indemnify and hold the Lender harmless from and against any and all liability, loss or damage which it might incur under the Leases or under or by reason of this Assignment or the Mortgage and any and all claims and demands whatsoever which may be asserted against the Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should the Lender incur any such liability, loss or damage under the Leases, or under or by reason of this Assignment or the Mortgage, or in the defense of any such claims or demands, the amount thereof, including reasonable costs, expenses and reasonable attorneys' fees and disbursements, shall be secured hereby and by the Mortgage, and the Borrower shall reimburse the Lender therefor immediately upon demand. The waiver of the Lender's liability and the Borrower's indemnification of the Lender shall not apply, however, to liabilities of the Lender arising out of the Lender's actions with respect to the Leases following the taking of title to the Property and in the Borrower's interest in the Leases following foreclosure of the lien of the Mortgage or the delivery of a deed or conveyance in lieu of foreclosure.

5. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of Leases or Rents contained in the Mortgage or in any other loan document. Failure of the Lender to avail itself of any terms, covenants or conditions of this Assignment for any period of time or for any reason shall not constitute a waiver thereof.

6. Notwithstanding any future modification of the terms of the Secured Obligations or the Mortgage or any other Loan Document, this Assignment and the rights and benefits hereby assigned and granted shall continue in favor of Lender in accordance with the terms of this Assignment.

7. This Assignment shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto (including without limitation, in the case of Lender, any third parties now or hereafter acquiring any interest in the Secured Obligations or any part thereof, whether by virtue of assignment, participation or otherwise). The words "Borrower," "Lender" and "Lessee," wherever used herein, shall include the persons and entities named herein or in any Lease and designated as such and their respective heirs, legal representatives, successors and assigns, provided that any action taken by the named Lender or any successor, designated as such by an instrument recorded in the official records of the county in which the Property is located referring to this Assignment, shall be sufficient for all purposes notwithstanding that Lender may have theretofore assigned or participated any interest in the Secured Obligations to a third party. All words and phrases shall be taken

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to include the singular or plural number, and the masculine, feminine or neuter gender, as may fit the case. Any schedules and exhibits hereto are hereby incorporated herein as if fully set forth herein. Whenever the context so requires, the singular shall include the plural and vice versa. Whenever the term "include," "including," or "included" is used in this Agreement, it shall mean "including without limiting the generality of the foregoing". The recitals contained in this Agreement are, and shall be construed to be, an integral part of this Agreement. A "business day" under this Agreement shall mean any day other than a Saturday, Sunday or a holiday under U.S. or Illinois law. Any period of time for an act or notice under this Agreement which ends on a day which is not a business day may be timely performed on the next following business day.

8. Any change, amendment, modification, abridgment, cancellation, or discharge of this Assignment or any term or provision hereof shall be invalid without the written consent of Lender.

9. Upon satisfaction in full of all of the Secured Obligations, as evidenced by a recorded satisfaction or release, this Assignment shall be void and of no further effect.

10. All notices, demands, consents, approvals and other communications (collectively, "Notices") hereunder shall be in writing and shall be sent by hand, or by telecopy (with a duplicate copy sent by ordinary mail, postage prepaid), or by postage prepaid, certified or registered mail, return receipt requested, or by reputable overnight courier service, postage prepaid, addressed to the party to be notified as set forth below:

if to Lender,

The Union Labor Life Insurance Company
Real Estate Investment Group
8403 Colesville Road
Thirteenth Floor
Silver Spring, Maryland 20910
Attn: Mr. Herbert A. Kolben
Facsimile: (202) 682-7932

and to:

The Union Labor Life Insurance Company
1625 Eye Street, N.W.
Washington, D.C. 20006
Attn: General Counsel
Facsimile: (202) 682-6784

with a copy to:

Dentons US LLP
233 South Wacker Drive, Suite 7800
Chicago, IL 60606-6404
Attn: Steven R. Davidson, Esq.
Facsimile: (312) 876-7934

if to Borrower,

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c/o 122 Property LLC
c/o U.S. Realty Management Co., LLC
450 Seventh Avenue - 45th Floor
New York, New York 10123
Attn: Ivor Braka
Facsimile No: (212) 244-6651

with a copy to,

Funkhouser, Vegosen, Liebman & Dunn Ltd.
55 W. Monroe Street, Suite 2300
Chicago, Illinois 60603
Attn: Vance L. Liebman, Esq.
Facsimile No: (312) 701-6801

Notices shall be deemed given when delivered by hand or when a legible copy is received by facsimile (with receipt being verified by facsimile confirmation), or if mailed, five (5) business days after mailing (or one business day for overnight courier service), with failure to accept delivery constituting delivery for this purpose. Any party hereto may change the addresses for Notices set forth above by giving at least ten (10) days' prior Notice of such change in writing to the other party as aforesaid and otherwise in accordance with these provisions, provided that no Notices shall be required to be sent to more than three entities.

11. This Assignment and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of Illinois. Borrower hereby irrevocably submits to the non-exclusive jurisdiction of any State or Federal court sitting in any county in said State over any suit, action or proceeding arising out of or relating to this Assignment.

12. Nothing contained in this Assignment and no act done or omitted by the Lender pursuant to the powers and rights granted hereunder shall be deemed to be a waiver by the Lender of any of its rights and remedies under the Mortgage and other Loan Documents. This Assignment is made and accepted without prejudice to any such rights and remedies possessed by Lender to collect the principal sum, interest and all other indebtedness or amounts secured hereby or by the Mortgage and to enforce any other security therefor held by it. Said rights and remedies may be exercised by the Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

13. Notwithstanding anything within this Assignment to the contrary, no right bestowed upon Lender hereunder may be construed as requiring Lender to exercise such right, and the failure to exercise such right shall not constitute a waiver.

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IN WITNESS WHEREOF, the undersigned Borrower has executed this Assignment as of the date first written hereinabove.

Borrower:

122 PROPERTY, LLC, an Illinois limited liability company

By: Michele Needle
Name: Michele Needle
Its: Manager

122 S MICHIGAN RETAIL W LLC, an Illinois limited liability company

By: Michele Needle
Name: Michele Needle
Its: Manager

122 S MICHIGAN RETAIL A LLC, an Illinois limited liability company

By: Michele Needle
Name: Michele Needle
Its: Manager

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STATE OF NY)

) ss.

COUNTY OF NY)

On this 29 day of AUG., in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Michele Needle, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Manager, on behalf of 122 Property, LLC, the limited liability company therein named, and acknowledged to me that such limited liability company executed the within instrument as the free and voluntary act of said limited liability company and as her own free and voluntary act, for the purposes set forth therein.

WITNESS my hand and official seal.

Veronica A. Soukup
Notary Public

VERONICA A. SOUKUP
Notary Public, State of New York
No. 01SO4514110
Qualified in Queens County
Commission Expires June 30, 2015

Property
Cook County Clerk's Office

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STATE OF NY)

) ss.

COUNTY OF NY)

On this 29 day of AUG, in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Michele Needle, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Manager, on behalf of 122 S Michigan Retail W LLC, the limited liability company therein named, and acknowledged to me that such limited liability company executed the within instrument as the free and voluntary act of said limited liability company and as her own free and voluntary act, for the purposes set forth therein.

WITNESS my hand and official seal.

Veronica A. Soukup
Notary Public

VERONICA A. SOUKUP
Notary Public, State of New York
No. 01SO4514110
Qualified in Queens County
Commission Expires June 30, 2015

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STATE OF NY)

) ss.

COUNTY OF NY)

On this 29 day of AUG, in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Michele Needle, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Manager, on behalf of 122 S Michigan Retail A LLC, the limited liability company therein named, and acknowledged to me that such limited liability company executed the within instrument as the free and voluntary act of said limited liability company and as her own free and voluntary act, for the purposes set forth therein.

WITNESS my hand and official seal.

Veronica A. Soukup
Notary Public

VERONICA A. SOUKUP
Notary Public, State of New York
No. 01SO4514110
Qualified in Queens County
Commission Expires June 30, 2015

Property of Cook County Clerk's Office

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Exhibit "A "

COMMON ELEMENT 1

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'00" EAST ALONG THE NORTH LINE OF SAID TRACT 9.00 FEET; THENCE SOUTH 00°21'25" WEST TO A SOUTH LINE OF SAID TRACT 66.18 FEET; THENCE NORTH 89°59'00" WEST ALONG A SOUTH LINE OF SAID TRACT 9.00 FEET TO A WEST LINE OF SAID TRACT; THENCE NORTH 00°21'25" EAST ALONG A WEST LINE OF SAID TRACT 66.18 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

OFFICE PARCEL 1

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.68 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID TRACT 171.84 FEET TO A SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 00°21'25" EAST ALONG A WEST LINE OF SAID TRACT 196.89 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT; THENCE SOUTH 89°59'00" EAST ALONG THE NORTH LINE OF SAID TRACT 171.80 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°20'45" WEST ALONG THE EAST LINE OF SAID TRACT, 196.84 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

RETAIL PARCEL W

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.31 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.68 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00°20'45" EAST ALONG THE EAST LINE OF SAID TRACT 91.22 FEET; THENCE NORTH 89°37'31" WEST 19.05 FEET; THENCE NORTH 00°22'29" EAST 0.79 FEET; THENCE NORTH 89°34'34" WEST 45.46 FEET; THENCE NORTH 44°37'31" WEST 11.14 FEET; THENCE NORTH 89°37'31" WEST 74.91 FEET; THENCE SOUTH 00°14'45" WEST 45.82 FEET; THENCE SOUTH 89°45'15" EAST 4.81 FEET; THENCE SOUTH 00°14'45" WEST 5.54 FEET; THENCE SOUTH 89°45'15" EAST 4.58 FEET; THENCE SOUTH 00°14'45" WEST 14.44 FEET; THENCE NORTH 89°45'15" WEST 16.74 FEET; THENCE SOUTH 00°19'44" WEST 35.12 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 90°00'00" EAST ALONG THE SOUTH LINE OF SAID TRACT 154.52 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL A1

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THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.31 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.68 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00°20'45" EAST ALONG THE EAST LINE OF SAID TRACT 91.22 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°37'31" WEST 19.05 FEET; THENCE NORTH 00°22'29" EAST 0.79 FEET; THENCE NORTH 89°34'34" WEST 45.46 FEET; THENCE NORTH 44°37'31" WEST 11.14 FEET; THENCE NORTH 89°37'31" WEST 74.91 FEET; THENCE NORTH 00°14'45" EAST 4.67 FEET; THENCE NORTH 89°37'31" WEST 5.96 FEET; THENCE NORTH 00°14'45" EAST 47.65 FEET; THENCE SOUTH 89°45'15" EAST 125.91 FEET; THENCE NORTH 00°14'45" EAST 0.67 FEET; THENCE SOUTH 89°45'15" EAST 3.74 FEET; THENCE SOUTH 00°14'45" WEST 2.99 FEET; THENCE SOUTH 44°37'31" EAST 3.59 FEET; THENCE SOUTH 89°45'15" EAST 14.61 FEET; THENCE SOUTH 00°14'45" WEST 1.24 FEET; THENCE SOUTH 89°45'15" EAST 6.53 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 00°20'45" WEST ALONG THE EAST LINE OF SAID TRACT 55.27 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

RETAIL PARCEL A2

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +36.26 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.68 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 66.12 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°14'45" WEST 16.15 FEET; THENCE NORTH 89°45'15" WEST 33.79 FEET; THENCE NORTH 00°14'45" EAST 16.01 FEET TO THE NORTH LINE OF SAID TRACT; THENCE SOUTH 89°59'00" EAST ALONG THE NORTH LINE OF SAID TRACT 33.79 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL A3

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.31 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.68 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 66.12 FEET; THENCE SOUTH 00°14'45" WEST 16.15 FEET; THENCE SOUTH 89°45'15" EAST 31.45 FEET; THENCE NORTH 00°14'45" EAST 2.88 FEET; THENCE SOUTH 89°45'15" EAST 1.95 FEET; THENCE NORTH 00°14'45" EAST 6.11 FEET; THENCE SOUTH 89°45'15" EAST 16.23 FEET; THENCE SOUTH 00°14'45" WEST 6.11 FEET; THENCE SOUTH 89°45'15" EAST 2.11 FEET; THENCE SOUTH 00°14'45" WEST 4.29 FEET; THENCE SOUTH 89°45'15" EAST 14.35 FEET TO THE EAST LINE OF SAID TRACT; THENCE NORTH 00°20'45" EAST ALONG THE EAST LINE OF SAID TRACT 17.82 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL A4

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +25.64 FEET

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CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.68 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 66.12 FEET; THENCE SOUTH 00°14'45" WEST 16.14 FEET; THENCE SOUTH 89°45'15" EAST 31.45 FEET; THENCE NORTH 00°14'45" EAST 2.88 FEET; THENCE SOUTH 89°45'15" EAST 12.29 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°14'45" EAST 6.11 FEET; THENCE NORTH 89°45'15" WEST 10.34 FEET; THENCE SOUTH 00°14'45" WEST 6.11 FEET; THENCE SOUTH 89°45'15" EAST 10.34 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL A5

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.36 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.68 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 66.12 FEET; THENCE SOUTH 00°14'45" WEST 16.14 FEET; THENCE SOUTH 89°45'15" EAST 31.45 FEET; THENCE NORTH 00°14'45" EAST 2.88 FEET; THENCE SOUTH 89°45'15" EAST 12.29 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°14'45" EAST 6.11 FEET; THENCE SOUTH 89°45'15" EAST 5.89 FEET; THENCE SOUTH 00°14'45" WEST 6.11 FEET; THENCE NORTH 89°45'15" WEST 5.89 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

COMMON ELEMENT PARCEL 2

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.31 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.68 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID TRACT 171.84 FEET TO A SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 00°21'25" EAST ALONG A WEST LINE OF SAID TRACT 78.98 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°21'25" EAST ALONG SAID WEST LINE AND ITS NORTHERLY EXTENSION 117.91 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT; THENCE SOUTH 89°59'00" EAST ALONG THE NORTH LINE OF SAID TRACT 71.83 FEET; THENCE SOUTH 00°14'45" WEST 16.01 FEET; THENCE SOUTH 89°45'15" EAST 65.24 FEET; THENCE NORTH 00°14'45" EAST 2.88 FEET; THENCE SOUTH 89°45'15" EAST 20.29 FEET; THENCE SOUTH 00°14'45" WEST 4.29 FEET; THENCE SOUTH 89°45'15" EAST 14.35 FEET TO A POINT ON THE EAST LINE OF SAID TRACT; THENCE SOUTH 00°20'45" WEST ALONG THE EAST LINE OF SAID TRACT 32.53 FEET; THENCE NORTH 89°45'15" WEST 6.53 FEET; THENCE NORTH 00°14'45" EAST 1.24 FEET; THENCE NORTH 89°45'15" WEST 14.61 FEET; THENCE NORTH 44°37'31" WEST 3.59 FEET; THENCE NORTH 00°14'45" EAST 2.99 FEET; THENCE NORTH 89°45'15" WEST 3.74 FEET; THENCE SOUTH 00°14'45" WEST 0.67 FEET; THENCE NORTH 89°45'15" WEST 125.91 FEET; THENCE SOUTH 00°14'45" WEST 47.65 FEET; THENCE SOUTH 89°37'31" EAST 5.96 FEET; THENCE SOUTH 00°14'45" WEST 50.49 FEET; THENCE SOUTH 89°45'15" EAST 4.81 FEET; THENCE SOUTH 00°14'45" WEST 5.54 FEET; THENCE SOUTH 89°45'15" EAST 4.58 FEET; THENCE SOUTH 00°14'45" WEST 14.44 FEET; THENCE NORTH 89°45'15" WEST 16.74 FEET; THENCE SOUTH 00°19'44" WEST 2.04 FEET; THENCE NORTH 89°45'15" WEST 1.90 FEET; THENCE NORTH 00°14'45" EAST 12.29 FEET; THENCE SOUTH 89°45'15" EAST 1.96 FEET; THENCE NORTH 00°19'44" EAST 33.54 FEET; THENCE NORTH 89°45'15" WEST 17.32 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 3

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS

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HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.23 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.36 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 66.12 FEET; THENCE SOUTH 00°14'45" WEST 16.15 FEET; THENCE SOUTH 89°45'15" EAST 31.45 FEET; THENCE NORTH 00°14'45" EAST 2.88 FEET; THENCE SOUTH 89°45'15" EAST 12.29 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°14'45" EAST 6.11 FEET; THENCE SOUTH 89°45'15" EAST 5.89 FEET; THENCE SOUTH 00°14'45" WEST 6.11 FEET; THENCE NORTH 89°45'15" WEST 5.89 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 4

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.23 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +25.64 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 66.12 FEET; THENCE SOUTH 00°14'45" WEST 16.15 FEET; THENCE SOUTH 89°45'15" EAST 31.45 FEET; THENCE NORTH 00°14'45" EAST 2.88 FEET; THENCE SOUTH 89°45'15" EAST 12.29 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°14'45" EAST 6.11 FEET; THENCE NORTH 89°45'15" WEST 10.34 FEET; THENCE SOUTH 00°14'45" WEST 6.11 FEET; THENCE SOUTH 89°45'15" EAST 10.34 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

LEASED COMMON ELEMENT PARCEL

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.31 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.68 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID TRACT 171.84 FEET TO A SOUTHWEST CORNER OF SAID TRACT SAID CORNER BEING THE POINT OF BEGINNING; THENCE NORTH 00°21'25" EAST ALONG A WEST LINE OF SAID TRACT 78.98 FEET; THENCE SOUTH 89°45'15" EAST 17.32 FEET; THENCE SOUTH 00°19'44" WEST 33.54 FEET; THENCE NORTH 89°45'15" WEST 1.96 FEET; THENCE SOUTH 00°14'45" WEST 12.29 FEET; THENCE SOUTH 89°45'15" EAST 1.90 FEET; THENCE SOUTH 00°19'44" WEST 33.08 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT; THENCE NORTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID TRACT 17.32 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 5

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.23 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +36.26 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 66.12 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°14'45" WEST 16.15 FEET; THENCE NORTH 89°45'15" WEST 33.79 FEET; THENCE NORTH 00°14'45" EAST 16.01 FEET TO THE NORTH LINE OF SAID TRACT;

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THENCE SOUTH 89°59'00" EAST ALONG THE NORTH LINE OF SAID TRACT 33.79 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 6

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.23 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.31 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°20'45" WEST ALONG THE EAST LINE OF SAID TRACT 31.10 FEET; THENCE NORTH 89°45'15" WEST 16.44 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°45'15" WEST 16.82 FEET; THENCE NORTH 00°14'45" EAST 5.92 FEET; THENCE SOUTH 89°45'15" EAST 0.59 FEET; THENCE NORTH 00°14'45" EAST 11.65 FEET; THENCE SOUTH 89°45'15" EAST 16.23 FEET; THENCE SOUTH 00°14'45" WEST 17.57 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 7

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.23 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.31 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 99.91 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 35.99 FEET; THENCE SOUTH 00°14'45" WEST 15.22 FEET; THENCE NORTH 89°45'15" WEST 2.92 FEET; THENCE SOUTH 00°14'45" WEST 9.31 FEET; THENCE SOUTH 89°39'22" EAST 98.60 FEET; THENCE NORTH 00°14'45" EAST 9.00 FEET; THENCE NORTH 89°45'15" WEST 25.90 FEET; THENCE SOUTH 00°14'45" WEST 0.17 FEET; THENCE NORTH 89°45'15" WEST 33.79 FEET; THENCE NORTH 00°14'45" EAST 16.01 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 8

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.23 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.31 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 148.24 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 12.51 FEET; THENCE SOUTH 00°14'45" WEST 22.27 FEET; THENCE SOUTH 89°45'15" EAST 15.61 FEET; THENCE NORTH 00°14'45" EAST 7.21 FEET; THENCE NORTH 89°45'15" WEST 3.13 FEET; THENCE NORTH 00°20'52" EAST 15.11 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 9

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.23 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.31 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID TRACT 138.55 FEET;

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THENCE NORTH 00°14'45" EAST 34.92 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°45'15" WEST 16.11 FEET; THENCE NORTH 00°14'45" EAST 14.57 FEET; THENCE SOUTH 89°58'46" EAST 16.12 FEET; THENCE SOUTH 00°14'45" WEST 14.64 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 10

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +62.32 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.23 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°20'45" WEST ALONG THE EAST LINE OF SAID TRACT 31.91 FEET; THENCE NORTH 89°45'15" WEST 19.86 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°14'45" EAST 24.36 FEET; THENCE NORTH 89°45'15" WEST 12.63 FEET; THENCE SOUTH 00°14'45" WEST 17.46 FEET; THENCE NORTH 89°45'15" WEST 7.53 FEET; THENCE SOUTH 00°14'45" WEST 5.31 FEET; THENCE NORTH 89°45'15" WEST 14.78 FEET; THENCE SOUTH 00°14'45" WEST 4.55 FEET; THENCE NORTH 89°45'15" WEST 8.30 FEET; THENCE SOUTH 00°14'45" WEST 11.83 FEET; THENCE SOUTH 89°45'15" EAST 14.47 FEET; THENCE NORTH 00°14'45" EAST 11.14 FEET; THENCE SOUTH 89°45'15" EAST 14.15 FEET; THENCE NORTH 00°14'45" EAST 3.65 FEET; THENCE SOUTH 89°45'15" EAST 14.62 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 11

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +62.32 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.23 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 63.54 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 72.36 FEET; THENCE SOUTH 00°14'45" WEST 15.22 FEET; THENCE NORTH 89°45'15" WEST 3.77 FEET; THENCE SOUTH 00°14'45" WEST 5.64 FEET; THENCE NORTH 89°45'15" WEST 14.83 FEET; THENCE NORTH 00°14'45" EAST 17.25 FEET; THENCE NORTH 89°45'15" WEST 6.20 FEET; THENCE SOUTH 00°14'45" WEST 22.65 FEET; THENCE SOUTH 89°45'15" EAST 14.77 FEET; THENCE SOUTH 00°14'45" WEST 4.99 FEET; THENCE SOUTH 89°45'15" EAST 6.07 FEET; THENCE SOUTH 00°14'45" WEST 3.74 FEET; THENCE SOUTH 89°45'15" EAST 2.68 FEET; THENCE SOUTH 00°14'45" WEST 13.37 FEET; THENCE SOUTH 89°45'15" EAST 12.48 FEET; THENCE NORTH 00°14'45" EAST 23.90 FEET; THENCE SOUTH 89°45'15" EAST 84.62 FEET; THENCE NORTH 00°14'45" EAST 8.76 FEET; THENCE NORTH 89°45'15" WEST 23.46 FEET; THENCE NORTH 00°14'45" EAST 15.99 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 12

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +62.32 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.23 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID TRACT 141.10 FEET; THENCE NORTH 00°14'45" EAST 26.11 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°45'15" WEST 5.67 FEET; THENCE NORTH 00°14'45" EAST 8.82 FEET; THENCE NORTH 89°45'15" WEST 12.80 FEET; THENCE NORTH 00°14'45" EAST 14.61 FEET; THENCE SOUTH 89°45'15" EAST 10.70 FEET; THENCE NORTH 00°14'45" EAST 0.17 FEET; THENCE SOUTH 89°45'15" EAST 8.97 FEET; THENCE

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SOUTH 00°14'45" WEST 6.44 FEET; THENCE SOUTH 89°45'15" EAST 1.72 FEET; THENCE NORTH 00°14'45" EAST 13.88 FEET; THENCE SOUTH 89°45'15" EAST 12.54 FEET; THENCE SOUTH 00°14'45" WEST 13.78 FEET; THENCE NORTH 89°45'15" WEST 6.10 FEET; THENCE SOUTH 00°14'45" WEST 7.53 FEET; THENCE NORTH 89°45'15" WEST 6.02 FEET; THENCE SOUTH 00°14'45" WEST 0.67 FEET; THENCE NORTH 89°45'15" WEST 3.75 FEET; THENCE SOUTH 00°14'45" WEST 2.24 FEET; THENCE SOUTH 89°45'15" EAST 0.41 FEET; THENCE SOUTH 00°14'45" WEST 6.82 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 13

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +87.18 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +62.32 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 63.54 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 72.36 FEET; THENCE SOUTH 00°14'45" WEST 15.22 FEET; THENCE NORTH 89°45'15" WEST 3.77 FEET; THENCE SOUTH 00°14'45" WEST 9.24 FEET; THENCE SOUTH 89°45'15" EAST 99.59 FEET; THENCE NORTH 00°14'45" EAST 8.76 FEET; THENCE NORTH 89°45'15" WEST 23.46 FEET; THENCE NORTH 00°14'45" EAST 15.99 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 14

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +87.18 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +62.32 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°20'45" WEST ALONG THE EAST LINE OF SAID TRACT 46.70 FEET; THENCE NORTH 89°45'15" WEST 48.58 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°45'15" WEST 14.50 FEET; THENCE NORTH 00°42'31" EAST 11.14 FEET; THENCE NORTH 89°45'15" WEST 4.03 FEET; THENCE NORTH 00°14'45" EAST 5.28 FEET; THENCE SOUTH 89°45'15" EAST 24.28 FEET; THENCE SOUTH 00°14'45" WEST 5.23 FEET; THENCE NORTH 89°45'15" WEST 5.64 FEET; THENCE SOUTH 00°14'45" WEST 11.19 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 15

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +87.18 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +62.32 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°20'45" WEST ALONG THE EAST LINE OF SAID TRACT 48.91 FEET; THENCE NORTH 89°45'15" WEST 125.10 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°45'15" WEST 11.99 FEET; THENCE NORTH 00°14'45" EAST 13.29 FEET; THENCE NORTH 89°45'15" WEST 2.54 FEET; THENCE NORTH 00°14'45" EAST 5.24 FEET; THENCE SOUTH 89°45'15" EAST 18.69 FEET; THENCE SOUTH 00°14'45" WEST 5.04 FEET; THENCE NORTH 89°45'15" WEST 4.19 FEET; THENCE SOUTH 00°06'53" WEST 13.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 16

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THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +87.18 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +62.32 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID TRACT 125.64 FEET; THENCE NORTH 00°14'45" EAST 35.64 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°45'15" WEST 14.68 FEET; THENCE NORTH 00°14'45" EAST 7.85 FEET; THENCE SOUTH 89°45'15" EAST 2.15 FEET; THENCE NORTH 00°14'45" EAST 13.63 FEET; THENCE SOUTH 89°33'40" EAST 12.53 FEET; THENCE SOUTH 00°14'45" WEST 21.44 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 17

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +99.58 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +87.18 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 63.54 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 72.36 FEET; THENCE SOUTH 00°14'45" WEST 15.22 FEET; THENCE NORTH 89°45'15" WEST 3.77 FEET; THENCE SOUTH 00°14'45" WEST 9.24 FEET; THENCE SOUTH 89°45'15" EAST 99.59 FEET; THENCE NORTH 00°14'45" EAST 8.76 FEET; THENCE NORTH 89°45'15" WEST 23.46 FEET; THENCE NORTH 00°14'45" EAST 15.99 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 18

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +99.58 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +87.18 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°20'45" WEST ALONG THE EAST LINE OF SAID TRACT 46.70 FEET; THENCE NORTH 89°45'15" WEST 48.58 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°45'15" WEST 14.50 FEET; THENCE NORTH 00°42'31" EAST 11.14 FEET; THENCE NORTH 89°45'15" WEST 4.03 FEET; THENCE NORTH 00°14'45" EAST 5.28 FEET; THENCE SOUTH 89°45'15" EAST 24.28 FEET; THENCE SOUTH 00°14'45" WEST 5.23 FEET; THENCE NORTH 89°45'15" WEST 5.84 FEET; THENCE SOUTH 00°14'45" WEST 11.19 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 19

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +99.58 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +87.18 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°20'45" WEST ALONG THE EAST LINE OF SAID TRACT 48.91 FEET; THENCE NORTH 89°45'15" WEST 125.10 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°45'15" WEST 11.99 FEET; THENCE NORTH 00°14'45" EAST 13.29 FEET; THENCE NORTH 89°45'15" WEST 2.54 FEET; THENCE NORTH 00°14'45" EAST 5.24

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FEET; THENCE SOUTH 89°45'15" EAST 18.69 FEET; THENCE SOUTH 00°14'45" WEST 5.04 FEET; THENCE NORTH 89°45'15" WEST 4.19 FEET; THENCE SOUTH 00°06'53" WEST 13.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 20

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +99.58 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +87.18 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID TRACT 126.64 FEET; THENCE NORTH 00°14'45" EAST 34.22 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°45'15" WEST 11.19 FEET; THENCE NORTH 00°14'45" EAST 1.79 FEET; THENCE NORTH 89°45'15" WEST 2.89 FEET; THENCE NORTH 00°14'45" EAST 7.79 FEET; THENCE SOUTH 89°45'15" EAST 2.59 FEET; THENCE NORTH 00°14'45" EAST 13.29 FEET; THENCE SOUTH 89°45'15" EAST 11.49 FEET; THENCE SOUTH 00°14'45" WEST 22.97 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

OFFICE PARCEL 2

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +99.58 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID TRACT 171.84 FEET TO A SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 00°21'25" EAST ALONG A WEST LINE OF SAID TRACT 196.89 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT; THENCE SOUTH 89°59'00" EAST ALONG THE NORTH LINE OF SAID TRACT 171.80 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°20'45" WEST ALONG THE EAST LINE OF SAID TRACT, 196.84 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL 1:

EASEMENTS FOR THE BENEFIT OF PARCELS 1 AND 1A AS CREATED BY RECIPROCAL EASEMENT AGREEMENT RECORDED APRIL 22, 1999 AS DOCUMENT 99386479, BY AND BETWEEN MICHIGAN-ADAMS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY AND NATIONAL-LOUIS UNIVERSITY, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, AS AMENDED BY FIRST AMENDMENT RECORDED JULY 21, 2004 AS DOCUMENT 0420327037 BY AND BETWEEN 122 PROPERTY LLC, AN ILLINOIS LIMITED LIABILITY COMPANY; NATIONAL-LOUIS UNIVERSITY, AN ILLINOIS NOT FOR PROFIT CORPORATION AND BCG ASSOCIATES LLC AS AMENDED BY AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT RECORDED ▲ AS DOCUMENT 1326219078

9/19/2013

Commonly known as: 122 S. Michigan Avenue, Chicago Illinois 60603

pin numbers:

17-15-103-011-0000
 17-15-103-014-0000
 17-15-103-015-0000
 17-15-103-012-0000
 17-15-103-027-0000
 17-15-103-028-0000
 17-15-103-029-0000
 17-15-103-030-0000
 17-15-103-031-0000