Doc#: 1409041118 Fee: \$116.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 03/31/2014 03:12 PM Pg: 1 of 35

THIS DOCUMENT WAS PREPARED BY, AND AFTER RECORDING, RETURN TO:

Courtney E. Mayster
MUCH SHELIST
191 North Wacker Drive
Suite 1800
Chicago, Illinois 60606.1615

### PERMANEN'I TAX INDEX NUMBERS:

See Exhibits:

"A-1", "A-2", "A-3", 'A-4", "A-5" and "A-6"

### **PROPERTY ADDRESSES:**

Property #1

1514 North Milwaukee Avenue, Chicago, Illinois 60622

Property #2

1640 North Damen Avenue, Chicago, Illinois 60647

Property #3

1455 North Milwaukee Avenue, Chicago, Illinois 60622

Property #4

1733-35 North Damen Avenue, Chicago, Illinois 60647

Property #5

1519-29 North Milwaukee Avenue, Chicago, Illinois 60622

Property #6

1471 North Milwaukee Avenue, Chicago, Illinois 60622

This space reserved for Recorder's use only.

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### ASSIGNMENT OF RENTS AND LEASES

This ASSIGNMENT OF RENTS AND LEASES dated as of March 27, 2014 (this "Assignment"), is executed by HOUSE ROCK LLC, an Illinois limited liability company (the "House Rock Borrower"), LAST STEEP LLC, an Illinois limited liability company (the "Monument Borrower"), MONUMENT LLC, an Illinois limited liability company (the "Monument Borrower"), PHOENIX LAST STEEP LLC, an Illinois limited liability company (the "Phoenix Last Steep Borrower"), SLOT LLC, an Illinois limited liability company (the "Slot Borrower"), and SUN STEPS LLC, an Illinois limited liability company (the "Sun Steps Borrower"; the House Rock Borrower, the Last Steep Borrower, the Monument Borrower, the Phoenix Last Steep Borrower, the Slot Borrower, and the Sun Steps Borrower are each individually and collectively referred to in this Assignment as the "Assignor"), whose address is 150 North Michigan Avenue, Suite 3610, Chicago, Illinois 60601, to and for the benefit of

BRIDGEVIEW BANK GROUP, an Illinois banking corporation, and its successors and assigns, in its capacity as Agent for the Lenders (as defined herein) under the Loan Agreement (as defined herein) (the "Agent"), whose address is 4753 North Broadway Street, Chicago, Illinois 60640.

### RECITALS:

- A. Pursuant to the terms and conditions contained in that certain Loan Agreement dated as of even date herewith, executed by and between the Assignor, the financial institutions that are or may from time to time become parties to the Loan Agreement and are described on Schedule 3.1 to the Loan Agreement (the "Lenders") and Agent (the "Loan Agreement"), the Lenders have agreed to loan to the Assignor the principal amount of NINETEEN MILLION EIGHT HUNDREP NINETY THOUSAND AND 00/100 DOLLARS (\$19,890,000.00) (the "Loan").
- B. A condition precedent to the Lenders' making of the Loan to the Assignor is the execution and delivery by the Assignor of this Assignment.

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

### AGREEMENTS:

- 1. <u>Definitions</u>. All capitalized terms which are not defined herein shall have the meanings ascribed thereto in that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of even date herewith, executed by the Assignor to and for the benefit of the Agent (as amended, modified or replaced from time to time, the "Mortgage").
- Grant of Security Interest. The Assignor hereby grants, transfers, sets over and assigns to the Agent, all of the right, title and interest of the Assignor in and o (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the land legally described in Exhibits "A-1", "A-2", "A-3", "A-4", "A-6" attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to individually and collectively as the "Premises"), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases (each, a "Lease", and collectively, the "Leases"), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises. However, notwithstanding any other provision of this Section 2 of any other provision of this Assignment, the Premises and interests covered by this Assignment shall not include any tenant security deposits which are subject to any applicable law, ordinance, rule or regulation which prohibits the Assignor from encumbering such security deposits (the

1409041118 Page: 3 of 35

## **UNOFFICIAL COPY**

"Security Deposit Exclusion") This Assignment is an absolute transfer and assignment of the foregoing interests to the Agent given to secure:

- (a) the payment by the Assignor when due of (i) the indebtedness evidenced by the Note and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to the Agent or the Lenders by the Assignor under or with respect to the Loan Documents (as defined in the Note); and (iii) all costs and expenses paid or incurred by the Agent in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and
- (5) the observance and performance by the Assignor of the covenants, conditions, agreements representations, warranties and other liabilities and obligations of the Assignor or any other conigor to or benefiting the Agent or the Lenders which are evidenced or secured by or otherwise provided in the Note, this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof.
- 3. Representations and Warranties of the Assignor. The Assignor represents and warrants to the Agent that:
- (a) this Assignment, as executed by the Assignor, constitutes the legal and binding obligation of the Assignor enforceable in accordance with its terms and provisions;
  - (b) the Assignor is the lessor under all I eases;
- (c) there is no other existing assignment of the Assignor's entire interest or any part of the Assignor's interest in or to any of the Leases, or my of the rents, issues, income or profits assigned hereunder, nor has the Assignor entered into any agreement to subordinate any of the Leases or the Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;
- (d) the Assignor has not executed any instrument or performed any act which may prevent the Agent from operating under any of the terms and provisions hereof or which would limit the Agent in such operation; and
- (e) there are no defaults by the landlord and, to the Assignor's knowledge, there are no material defaults by tenants under any Leases.
- 4. <u>Covenants of the Assignor</u>. For purposes of this Assignment, the term "<u>Permitted Lease Action</u>" means any Approved Lease (as defined in the Loan Agreement) or entering into, extending, modifying or amending, terminating or taking any other action with respect to, a Lease or a guaranty of a Lease, provided in each case that such action is in the usual and ordinary course of the Assignor's business and has been determined in the reasonable business judgment of the Assignor to be in the best interest of the Assignor and the Premises. The Assignor covenants and agrees that so long as this Assignment shall be in effect:

- (a) with the exception of any Permitted Lease Action, the Assignor shall not lease any portion of the Premises unless the Assignor obtains the Agent's prior written consent to all aspects of such lease, which consent shall not be unreasonably withheld, conditioned or delayed;
- (b) the Assignor shall observe and perform in all material respects all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and the Assignor shall not do or suffer to be done anything to impair the security thereof. With the exception of any Permitted Lease Action, the Assignor shall not (i) release the liability of any tenant under any Lease, (ii) consent to any tenant's withholding of rent or making moneyary advances and off-setting the same against future rentals, (iii) consent to any tenant's claim of a total or partial eviction, (iv) consent to a tenant termination or cancellation of any Lease, except as specifically provided therein, or (v) enter into any oral leases with respect to all or any portion of the Promises;
- (c) the Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty (30) days in advance of the time when the same shall become due, except for security or similar deposits;
- (d) the Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Lean Documents;
- (e) with the exception of any Permitted Lease Action, the Assignor shall not modify the terms and provisions of any Lease, nor shall the Assignor give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease, except as expressly permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease, without the Agent's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that the Assignor may cancel or terminate any Lease as a result of a material default by the tenant thereunder and failure of such tenant to cure the default within the applicable time periods set forth in the Lease;
- (f) with the exception of any Permitted Lease Action, the Assignor chall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder; any termination fees payable under a Lease for the early termination or surrender thereof shall be paid jointly to the Assignor and the Agent;
- (g) with the exception of any Permitted Lease Action, the Assignor shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law;

- (h) with the exception of any Permitted Lease Action, the Assignor shall not waive or excuse the obligation to pay rent under any Lease;
- (i) the Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of the Agent, including court costs and reasonable attorneys' fees, in any such action or proceeding in which the Agent or any Lender may appear;
- default by the lessor under any commercial Lease received from any tenant or guarantor thereunder;
- (k) the Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each commercial Lease to be observed and performed by the tenants and guarantors thereunder and shall promptly notify the Agent of any material breach by the tenant or guarantor under any such Lease;
- (l) the Assignor shill not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;
  - (m) intentionally deleted; and
- (n) if any tenant under any commercial Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, the Assignor covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of the Agent, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to the Assignor and the Agent. The Assignor hereby assigns any such payment to the Agent and further covenants and agrees that upon the request of the Agent, it will duly endorse to the order of the Agent any such check, the proceeds or which shall be applied in accordance with the provisions of Section 8 below.
- 5. Rights Prior to Default. Unless or until an Event of Default (as defined in Section 6) shall occur, the Assignor shall have the right to collect, at the time (but in no event more than thirty days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence of an Event of Default (as defined in Section 6 hereof), the Assignor's right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to the Assignor. The Agent shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.
- 6. Events of Default. An "Event of Default" shall occur under this Assignment upon the occurrence of (a) a breach by the Assignor of any of the covenants, agreements,

representations, warranties or other provisions hereof which is not cured or waived within the applicable grace or cure period, if any, set forth in the Mortgage, or (b) any other Event of Default described in the Note, the Mortgage or any of the other Loan Documents, which has continued beyond all applicable notice and cure periods.

- Rights and Remedies Upon Default. At any time upon or following the occurrence of any Event of Default, the Agent, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on the Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing the Assignor or any guarantor of the Note from any obligation, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Loan Documents, in each case to the extens permitted by applicable law:
- (a) declare the unpaid balance of the principal sum of the Note, together with all accrued and unpaid interest thereon, immediately due and payable;
- (b) enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as the Agent may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to the Agent, to make enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which the Agent deems necessary or proper;
- (c) either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to the Agent, without proof of default hereunder, upon receipt from the Agent of written notice to thereafter pay all such rents and other amounts to the Agent and to comply with any notice or demand by the Agent for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants there inder, and the Assignor shall facilitate in all reasonable ways the Agent's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to the Agent; and
- (d) make any payment or do any act required herein of the Assignor in such manner and to such extent as the Agent may deem necessary, and any amount so paid by the Agent shall become immediately due and payable by the Assignor with interest thereon until paid at the Default Rate and shall be secured by this Assignment.
- 8. <u>Application of Proceeds</u>. All sums collected and received by the Agent out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default shall be applied in accordance with the Illinois Mortgage Foreclosure Law

(Chapter 735, Sections 5/15-1101 et seq., Illinois Compiled Statutes) and, unless otherwise specified in such act, in such order as the Agent shall elect in its sole and absolute discretion.

- 9. Limitation of the Agent's Liability. Neither the Agent nor the Lenders shall be liable for any loss sustained by the Assignor resulting from the Agent's failure to let the Premises or from any other act or omission of the Agent in managing, operating or maintaining the Premises following the occurrence of an Event of Default. The Agent shall not be obligated to observe, perform or discharge, nor does the Agent hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of the Assignor under or by reason of this Assignment. The Assignor shall and does hereby agree to indemnify, defend (using counsel reasonably satisfactory to the Agent) and hold the Agent and the Lenders harmless from and against any and all liability, loss or damage which the Agent and/or the Lenders may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against the Agent and/or the Lenders by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however, in no event shall the Assignor be liable for any liability, loss or damage which the Assignor incurs as a result of the Agent's or any Lender's gross negligence or willful misconduct. Should the Agent and/or the Lenders incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any suc'i claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by the Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upor the Agent or any Lender for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make the Agent or any Lender responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth herein or in the Mortgage, and no exercise by the Agent of any of the rights set forth herein or in the Mortgage shall constitute or be construed as constituting the Agent a "mortgagee ir, possession" of the Premises, in the absence of the taking of actual possession of the Premises by the Agent pursuant to the provisions hereof or of the Mortgage.
- 10. No Waiver. Nothing contained in this Assignment and no act done or omitted to be done by the Agent pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by the Agent of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of the Agent under the terms and provisions of such instruments, and the Agent may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. The Agent may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

- 11. <u>Further Assurances</u>. The Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as the Agent may designate) and shall do or cause to be done such further acts, as the Agent may request, in order to permit the Agent to perfect, protect, preserve and maintain the assignment made to the Agent by this Assignment.
- 12. <u>Security Deposits</u>. The Assignor acknowledges that the Agent has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that the Agent assumes no responsibility or liability for any security so deposited.
- 13. Severability. If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, the Agent and the Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.
- 14. <u>Successors and Assigns</u> This Assignment is binding upon the Assignor and its legal representatives, successors and assigns and the rights, powers and remedies of the Agent under this Assignment shall inure to the percent of the Agent and the Lenders, and their successors and assigns.
- 15. Written Modifications. This Assignment shall not be amended, modified or supplemented without the written agreement of the Assignment and the Agent at the time of such amendment, modification or supplement.
- Assignor shall have paid the principal sum of the Note, together with All interest thereon, and shall have fully paid and performed all of the other obligations secured nereby and by the other Loan Documents, and by its acceptance thereof, the Agent agrees, at such time, to execute and deliver to the Assignor an instrument in recordable form, wherein the Agent acknowledges the termination of its rights hereunder or assigns such rights, without recourse, to the Assignor's designee.
- 17. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.
- 18. <u>Notices</u>. All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of the Assignor and the Agent, as the case may be, as specified in the Mortgage.
- 19. <u>WAIVER OF TRIAL BY JURY</u>. THE ASSIGNOR AND THE AGENT (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN

ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS ASSIGNMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST THE AGENT OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

20. <u>Non-Recourse</u>. The provisions of <u>Section 14</u> of the Loan Agreement are hereby incorporated herein by reference as if set forth in full.

[Remainder of Page Inventionally Left Blank—Signature Page Follows]

1409041118 Page: 10 of 35

# **UNOFFICIAL C**

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

### ASSIGNOR:

HOUSE ROCK LLC	, an Illinois limited liability	LAST ST
company /	Λ	company

Kent A. Swarson, Senior Vice President

**TEEP LLC**, an Illinois limited liability

Kent A. Swanson, Senior Vice President

MONUMENT LLC, an Illinois limited liability

company

Kent A. Swanson, Senior Vice President

PHOENIX LAST STEEP LLC, an Illinois limited

liability company

By:

Kent A. Swanson, Senior Vice President

SLOT LLC, an Illinois limited liability

company

Swanson, Senior Vice President

SUN STEPS LLC, an Illinois limited liability

company

By:

Kent A. Swarson, Senior Vice President 750//ica

SIGNATURE PAGE ASSIGNMENT OF RENTS AND LEASES HOUSE ROCK LLC LAST STEEP LLC MONUMENT LLC PHOENIX LAST STEEP LLC SLOT LLC SUN STEPS LLC

1409041118 Page: 11 of 35

# UNOFFICIAL COPY

STATE OF ILLINOIS	)
	) SS
COUNTY OF COOK	)

OFFICIAL SEAL GWENDOLYN SMITH

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Kent A. Swanson, the Senior Vice President of HOUSE ROCK LLC, an Illinois limited liability company, LAST STEEP LLC, an Illinois limited liability company, PHOENIX LAST STEEP LLC, an Illinois limited liability company, PHOENIX LAST STEEP LLC, an Illinois limited liability company, and SUN STEPS LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability companies, for the uses and purposes therein set forth.

GIVEN under my hand and no ar al seal this day of

y of I , Mile of C.

Notary Public

My Con mission Expires:

\_\_\_\_\_O\_\_\_\_\_

OFFICIAL SEAL
GWENDOLYN SMITH
NOTARY PUBLIC - STATE OF ILLING 8
MY COMMISSION EXPRESSION 17

NOTARY PAGE
ASSIGNMENT OF RENTS AND LEASES
HOUSE ROCK LLC
LAST STEEP LLC
MONUMENT LLC
PHOENIX LAST STEEP LLC
SLOT LLC
SUN STEPS LLC

1409041118 Page: 12 of 35

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#### EXHIBIT "A-1"

### **LEGAL DESCRIPTION (PROPERTY #1)**

### PARCEL 1:

THAT PART OF LOT 23 (EXCEPT THE SOUTHWESTERLY 25 FEET THEREOF) IN BLOCK 5 IN LEE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 BEING IDENTICAL WITH LOTS 6, 7 AND 15 OF ASSESSORS DIVISION OF SECTION 6. TOWNSHIP 39 A ORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLYNOIS, DESCRIBED AS FOLLOWS: THAT PART FALLING ABOVE AN ELEVATION OF 8.38 FEET CITY OF CHICAGO DATUM (HEREIN AFTER REFERRED TO AS C.C.D.), AS REFERENCED TO CITY OF CHICAGO BENCH MARK NO. 4540 AND BELOW AN ELEVATION OF 16.18 FEET, C.C.D. COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 23 (EXCEPT THE SOUTHWESTERLY 25.0 FEET THEREOF); THENCE SOUTH 48 DEGREES EAST (ASSUMED) ALONG THE NORTH EASTERLY LINE OF LOT 13, 1.80 FEET; THENCE SOUTH 42 DEGREES 02 MINUTES 45 SECONDS WEST, 1.86 FEET FOR THE POINT OF BEGINNING: THENCE SOUTH 42 DEGREES 02 MINUTES 50 SECONDS WEST, 121.64 FEET; THENCE SOUTH 48 DEGREES 00 MINUTES 00 SECONDS FAST, 21.53 FEET; THENCE NORTH 42 DEGREES 01 MINUTES 08 SECONDS EAST, 40.32 FEET; THENCE NORTH 48 DEGREES 00 MINUTES 00 SECONDS, 0.50 FEET; THENCE NOWTH 42 DEGREES 01 MINUTES 08 SECONDS EAST, 2.15 FEET; THENCE SOUTH 48 DEGREES 00 MINUTES 00 SECOND EAST, 0.50 FEET; THENCE 42 DEGREES 01 MINUTES 08 SECONDS EAST, 79.20 FEET: THENCE NORTH 48 DEGREES 04 MINUTES 48 SECONDS V.F.3T, 21.47 FEET, TO THE POINT OF BEGINNING.

### PARCEL 2:

THAT PART OF LOT 23 (EXCEPT THE SOUTHWESTERLY 25 FEET THEREOF) IN BLOCK 5 IN LEE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 BEING IDENTICAL WITH LOTS 6, 7 AND 15 OF ASSESSORS DIVISION OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: THAT PART FALLING ABOVE AN ELEVATION OF 16.18 FEET C.C.D. AND BELOW AN ELEVATION OF 27.82 FEET, C.C.D.; COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 23 (EXCEPT THE SOUTHWESTERLY 25.0 FEET THEREOF); THENCE SOUTH 48 DEGREES EAST (ASSUMED) ALONG THE NORTH EASTERLY LINE OF LOT 23, 6.19 FEET; THENCE SOUTH 42 DEGREES 02 MINUTES 45 SECONDS WEST, 0.89 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 42 DEGREES 02 MINUTES 15 SECONDS WEST, 4.71 FEET; THENCE SOUTH 42 DEGREES 02 MINUTES 45 SECONDS WEST, 96.20 FEET; THENCE SOUTH 48 DEGREES 00 MINUTES 45 SECONDS WEST, 22.17 FEET;

1409041118 Page: 13 of 35

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THENCE NORTH 42 DEGREES 00 MINUTES 00 SECONDS EAST, 40.71 FEET; THENCE NORTH 48 DEGREES 00 MINUTES 00 SECONDS WEST, 0.74 FEET; THENCE NORTH 42 DEGREES 29 MINUTES 15 SECONDS EAST, 2.35 FEET; THENCE SOUTH 48 DEGREES 00 MINUTES 00 SECONDS EAST, 0.72 FEET; THENCE NORTH 42 DEGREES 00 MINUTES 00 SECONDS EAST, 59.30 FEET; THENCE SOUTH 48 DEGREES 00 MINUTES 00 SECONDS EAST, 0.68 FEET; THENCE NORTH 42 DEGREES 17 MINUTES 40 SECONDS EAST, 20.65 FEET; THENCE NORTH 48 DEGREES 02 MINUTES 23 SECONDS WEST, 5.44 FEET; THENCE SOUTH 42 DEGREES 00 MINUTES 00 SECONDS WEST, 6.52 FEET; THENCE SOUTH 53 DEGREES 15 MINUTES 07 SECONDS WEST, 4.50 FEET; THENCE NORTH 49 DEGREES 21 MINUTES THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS (CONTINUED): 28 SECONDS WEST, 0.50 FEET; THENCE SOUTY 40 DEGREES 38 MINUTES 32 SECONDS WEST, 0.27 FEET; THENCE NORTH 50 DEGREES 05 MINUTES 10 SECONDS WEST, 3.93 FEET; THENCE NORTH 40 DEGREES 38 MINUTES 12 SECONDS EAST, 0.32 FEET; THENCE NORTH 49 DEGREES 21 MINUTES 28 SECONDS WEST, 0.45 FEET; THENCE NORTH 30 DEGREES 36 MINUTES 27 SECONDS EAS), 4.10 FEET; THENCE NORTH 42 DEGREES 00 MINUTES 00 SECONDS EAST, 7.00 FEFT; THENCE NORTH 48 DEGREES 00 MINUTES 00 SECONDS WEST, 6.14 FEET, TO THE POINT OF BEGINNING.

### PARCEL 3:

THAT PART OF LOT 23 (EXCEPT THE SOUTHWESTERLY 25 FEET THEREOF) IN BLOCK 5 IN LEE'S ADDITION TO CHICAGO, BFING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 BEING IDENTICAL WITH LOTS 6, 7 AND 15 OF ASSESSORS DIVISION OF SECTION 6. TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE TARD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: THAT PART LYING ABOVE AN ELEVATION OF 16.18 FEET C.C.D. AND BELOW AN INCLINING PLANE WITH THE MOST UPPER ELEVATION BEING 27.82 FEET C.C.D.; COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 23 (EXCEPT THE SOUTHWESTERLY 25 FEET THEREOF); THENCE SOUTH 48 DEGREES EAST (ASSUMED) ALONG THE NORTH EASTERLY LINE OF LOT 23, 6.19 FEET; THENCE SOUTH 42 DEGREES 02 MINUTES 45 SECONDS WEST, 6.79 FEET, FOR THE POINT OF BEGINNING, ON A LINE BEING THE LOWEST POINT OF THE INCLINING PLANE; THENCE SOUTH 42 DEGREES 02 MINUTES 51 SECONDS WEST, 20.88 FEET TO A LINE, BEING THE HIGHEST POINT OF THE INCLINING PLANE, HAVING A LOWER ELEVATION OF 16.18 FEET AND AN UPPER ELEVATION OF 27.82 FEET; THENCE NORTH 47 DEGREES 57 MINUTES 15 SECONDS WEST, 4.71 FEET ALONG SAID LINE; THENCE NORTH 42 DEGREES 02 MINUTES 45 SECONDS EAST, 20.88 FEET TO AFORESAID LINE, BEING THE LOWEST POINT ON THE INCLINING PLANE; THENCE SOUTH 47 DEGREES 57 MINUTES 15 SECONDS EAST ALONG SAID LINE TO THE POINT OF BEGINNING.

### PARCEL 4:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCELS 1, 2 AND 3 AS CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR THE HONORE RESIDENTIAL CONDOMINIUM AND THE

1409041118 Page: 14 of 35

# **UNOFFICIAL COPY**

HONORE COMMERCIAL PROPERTY DATED MARCH 29, 1999 AND RECORDED APRIL 6, 1999 AS DOCUMENT NUMBER 99327650 FOR THE PURPOSE OF (i) SUPPORT, (ii) USE OF FACILITIES WHICH ARE NECESSARY TO PROVIDE THE LAND WITH UTILITY OR OTHER SERVICES, (iii) MAINTENANCE OF ENCROACHMENTS AND (iv) INGRESS AND EGRESS BY PERSONS, MATERIAL AND EQUIPMENT (a) TO PERMIT THE MAINTENANCE, REPAIR, REPLACEMENT, RESTORATION OR RECONSTRUCTION OF THE LAND, (b) FOR THE USE AND ENJOYMENT OF THE EASEMENTS CONTAINED HEREIN AND (c) TO PERMIT INGRESS AND EGRESS TO AND FROM THE LAND DURING AN EMERGENCY SITUATION.

PIN: 17-06-267-030-0000

COMMON ADDRESS.

1514 NORTH MILWAUKEE AVENUE, CHICAGO, ILLINOIS

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1409041118 Page: 15 of 35

## **UNOFFICIAL COPY**

### **EXHIBIT "A-2"**

### **LEGAL DESCRIPTION (PROPERTY #2)**

LOTS 21 AND 22 IN MATHER AND TAFT'S ADDITION TO CHICAGO SAID ADDITION BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF WABANSIA AND EAST OF MILWAUKEE PLANK RAILROAD, IN COOK COUNTY, ILLINOIS.

PIN: 14-31-332-944-9000

COMMON ADDRESS: 1640 NORTH DAMEN AVENUE, CHICAGO, ILLINOIS

1409041118 Page: 16 of 35

# **UNOFFICIAL COPY**

### **EXHIBIT "A-3"**

### **LEGAL DESCRIPTION (PROPERTY #3)**

IS 4.
IICAGO .
RINCIPAL ME.
PIN: 17-06-209-020-000.

COMMON ADDRESS: 145. LOTS 43, 44, 45, 46 AND 47 IN BLOCK 4 IN PICKETT'S SECOND ADDITION TO CHICAGO IN SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD

1409041118 Page: 17 of 35

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### **EXHIBIT "A-4"**

### **LEGAL DESCRIPTION (PROPERTY #4)**

LOTS 27 AND 28 IN BLOCK 37 IN E. R. SMITH'S SUBDIVISION IN SHEFFIELD'S ADDITION, BEING THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PINS: 14-31-4.6-011-0000 (LOT 27)

14-31-416-012-0000 (LOT 28)

**COMMON ADDRESS:** 

2733-35 NORTH DAMEN AVENUE, CHICAGO, ILLINOIS

1409041118 Page: 18 of 35

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### **EXHIBIT "A-5"**

### **LEGAL DESCRIPTION (PROPERTY #5)**

### PARCEL 1A:

(COMMERCIAL AREAS OF 1519 N. MILWAUKEE NOT SUBMITTED TO CONDOMINIUM 0415334079 BUT COMMONLY KNOWN AS UNIT C)THE FOLLOWING TWO (2) PARCELS IN THE BUILDING LOCATED ON LOT 34 IN BLOCK 3 IN PICKETT'S SECOND ADDITION TO CHICAGO BEING LOT 4 IN ASSESSOR'S DIVISION PART OF NORTH 1/2 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERILIAN, IN COOK COUNTY, ILLINOIS.

### (GARDEN LEVEL COMMERCIAL SPACE)

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCATED 3.00 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 15.10 FEET ABOVE CHICAGO CITY DATUM, LYING WICH THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF LOT 34 IN BLOCK 3 IN PICKETT'S SECOND ADDITION TO CHICAGO, BEING A SUB OF LOT 4 OF ASSESSOR'S DIVISION OF PART OF THE NORTH 1/2 OF SECTION 6, TOWNSHIP 39 NOUTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LOT 34:

THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 34, A DISTANCE OF 1.30 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 0.03 FEET TO A POINT ON THE EXTERIOR FACE OF A WALL OF A TWO STORY BRICK EULDING COMMONLY KNOWN AS 1519 NORTH MILWAUKEE AVENUE IN CHICAGO; THENCE CONTINUING NORTHWESTERLY ALONG THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 1.15 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF TWO WALLS OF SAID PUILDING, BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED:

THENCE CONTINUING NORTHWESTERLY ALONG THE LAST DESCRIBED COURSE EXTENDED, BEING ALONG THE INTERIOR FACE OF A WALL OF SAID BUILDING, A DISTANCE OF 23.23 FEET TO THE A CORNER OF THE WALL;

THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 94.75 FEET TO A CORNER OF THE WALL; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 23.23 FEET TO A CORNER OF THE WALL; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 94.75 FEET TO THE POINT OF BEGINNING;

1409041118 Page: 19 of 35

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AND ALSO

(FIRST FLOOR LEVEL COMMERCIAL SPACE)

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCATED 15.10 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 28.85 FEET ABOVE CHICAGO CITY, LYING WITH THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF LOT 34 IN BLOCK 3 IN PICKETT'S SECOND ADDITION TO CHICAGO, BEING A SUBDIVISION OF LOT 4 ASSESSOR'S DIVISION OF PART OF THE NORTH 1/2 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LOT 34; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 34, A DISTANCE OF 45.89 FEFT; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 1.23 TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACE OF TWO WALLS OF SAID BUILDING BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING NORTHWESTERLY ALONG THE LAST DESCRIBED COURSE EXTENDED, PLING ALONG THE INTERIOR FACE OF A WALL OF SAID BUILDING, A DISTANCE OF 4.24 FEET TO A CORNER OF THE WALL;

THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 40.84 FEET TO A CORNER OF THE WALL; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 0.30 FEET TO A CORNER OF THE WALL; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 3.55 FEET TO A CORNER OF THE WALL; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 18.60 FEET TO A CORNER OF THE WALL; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 5.63 FEET TO A CORNER OF THE WALL, THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 0.33 FEE TO A CORNER OF THE WALL; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 89.18 FEET TO A CORNER OF THE WALL; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 12.81 FEET TO A CORNER OF THE WALL; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 7.47 FEET TO A CORNER OF THE WALL; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 5.62 FEET TO A CORNER OF THE WALL: THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED, COURSE BEING

1409041118 Page: 20 of 35

# **UNOFFICIAL COPY**

ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 15.08 FEET TO A CORNER OF THE WALL; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 4.22 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF TWO WALLS OF SAID BUILDING; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF A WALL OF SAID BUILDING, A DISTANCE OF 11.25 FEET;

THENCE CONTINUING SOUTHWESTERLY ALONG THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 0.40 OF A FOOT TO A POINT ON THE INTERIOR FACE OF A WALL OF SAID BUILDING:

THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 0.06 FEET TO A CORNER OF THE WALL; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE BEING ALONG THE INTERIOR FACE OF A WALL OF SAID BUILDING, A DISTANCE OF 16.22 FEET TO THE POINT OF BEGINNING:

#### PARCEL 1B:

NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS AND STRUCTURE AND SUPPORT AS SET FORTH IN RECIPROCAL FASEMENT AGREEMENT RECORDED JUNE 1, 2004 AS DOCUMENT 0415334080 AND AS RESERVED IN DEEDS OF THE CONDO UNITS IN SAID BUILDING RECORDED JANUARY 24, 2005 AS DOCUMENT 0502418033 AND AS DOCUMENT 0502418034 OVER THE CONDOMINIUM PROPERTY CREATED BY CONDO DECLARATION RECORDED JUNE 1, 2004 AS DOCUMENT 0415334079.

### PARCEL 2A:

(COMMERCIAL AREAS OF 1521 ALSO KNOWN AS 1521 TO 1523 NORTH MILWAUKEE NOT SUBMITTED TO CONDOMINIUM DECLARATION 0617818034 BUT COMMONLY KNOWN AS UNIT C) THE FOLLOWING FOUR (4) PARCELS IN THE BUILDING LOCATED ON LOTS 35 AND 36 IN BLOCK 3 IN PICKETT'S SECOND ADDITION TO CHICAGO BEING LOT 4 IN ASSESSOR'S DIVISION PART OF NORTH 1/2 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

BASEMENT LEVEL COMMERCIAL SPACE (1 OF 2 AT THIS LEVEL)

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCATED 8.10 FEET ABOVE, CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 14.85 FEET ABOVE CHICAGO DATUM LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF LOTS 35 AND 36 TAKEN AS A TRACT, IN BLOCK 3 IN PICKETT'S SECOND ADDITION TO CHICAGO BEING LOT 4 IN ASSESSOR'S DIVISION OF PART

OF THE NORTH 1/2 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AS DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID TRACT, BEING A POINT ON THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE DISTANT 200.00 FEET NORTHWESTERLY OF THE WESTERLY LINE OF HONORE STREET; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID TRACT, A DISTANCE OF 50.00 FEET TO THE MOST WESTERLY CORNER OF SAID TRACT; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID TRACT, A DISTANCE OF 1.41 FEET; THENCE SOUTHEASTERLY ALONG A LINE MAKING AN ANGLE OF 9°C DEGREES 23 MINUTES 25 SECONDS MEASURED CLOCKWISE, NORTHEASTERLY TO SOUTHEASTERLY FROM THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE 1.47 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF 144 INTERIOR FACES OF TWO WALLS OF A THREE STORY BRICK BUILDING COMMONLY KNOWN AS 1521-23 NORTH MILWAUKEE AVENUE IN CHICAGO, BEING ALSO THE POINT OF BEGINNING OF THE PARCEL, HEREIN DESCRIBED; THENCE ALONG THE INTERIOR FACES OF THE WALLS OF THE ENCLOSED SPACE DESCRIBED

HEREIN, THE FOLLOWING COURSES PND DISTANCES, ALL AT RIGHT ANGLES TO EACH OTHER UNLESS NOTED OTHERWISE;

NORTHEASTERLY, A DISTANCE OF 64.40 FELT:

SOUTHEASTERLY, A DISTANCE OF 22.15 FEET

SOUTHWESTERLY, A DISTANCE OF 64.40 FEET;

NORTHWESTERLY, A DISTANCE OF 22.15 FEET TO THE POINT OF BEGINNING: AND ALSO

BASEMENT LEVEL COMMERCIAL SPACE (2 OF 2 AT THIS LEVEL)

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCATED 8.10 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 15.60 FLFT ABOVE CHICAGO CITY DATUM LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF LOTS 35 AND 36 TAKEN AS A TRACT, IN BLOCK 3 IN PICKETT'S SECOND TO CHICAGO BEING LOT 4 IN ASSESSOR'S DIVISION OF PART OF THE NORTH 1/2 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID TRACT, BEING A POINT ON THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE DISTANCE 200.00 FEET NORTHWESTERLY OF THE WESTERLY LINE OF HONORE STREET;

THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID TRACT, A DISTANCE OF 2.33 FEET; THENCE NORTHEASTERLY ALONG A LINE MAKING AN ANGLE OF 90 DEGREES 02 MINUTES 25 SECONDS MEASURED CLOCKWISE, NORTHWESTERLY TO NORTHEASTERLY FROM THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 1.26 FEET TO A POINT ON THE VERTICAL LINE OF

1409041118 Page: 22 of 35

# **UNOFFICIAL COPY**

INTERSECTION OF THE INTERIOR FACES OF TWO WALLS OF A THREE STORY BRICK BUILDING COMMONLY KNOWN AS 1521-23 NORTH MILWAUKEE AVENUE IN CHICAGO, BEING ALSO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED:

THENCE ALONG THE INTERIOR FACES OF THE WALLS OF THE ENCLOSED SPACE DESCRIBED

HEREIN, THE FOLLOWING COURSES AND DISTANCES, ALL AT RIGHT ANGLES TO EACH OTHER

UNLESS NOTED OTHERWISE;

NORTHWESTERLY, A DISTANCE OF 22.54 FEET; NORTHEASTERLY, A DISTANCE OF 4.70 FEET; SOUTHEASTERLY, A DISTANCE OF 10.98 FEET; NORTHEASTERLY, A DISTANCE OF 10.98 FEET; NORTHEASTERLY, A DISTANCE OF 12.00 FEET; NORTHEASTERLY, A DISTANCE OF 12.00 FEET; SOUTHEASTERLY, A DISTANCE OF 4.53 FEET; SOUTHWESTERLY, A DISTANCE OF 1.52 FEET; SOUTHEASTERLY, A DISTANCE OF 13.96 FEET; SOUTHWESTERLY, A DISTANCE OF 7.02 FEET; NORTHWESTERLY, A DISTANCE OF 9.00 FEET; SOUTHWESTERLY, A DISTANCE OF 10.36 FEET; SOUTHWESTERLY, A DISTANCE OF 2.90 FEFT, SOUTHWESTERLY, A DISTANCE OF 7.20 FEET; SOUTHWESTERLY, A DISTANCE OF 7.20 FEET; SOUTHWESTERLY, A DISTANCE OF 7.20 FEET; SOUTHWESTERLY, A DISTANCE OF 6.20 FEET;

SOUTHWESTERLY, A DISTANCE OF 84.13 FEET TO THE POINT OF BEGINNING, AND ALSO

### FIRST FLOOR LEVEL COMMERCIAL SPACE

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCATED 16.49 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 30.78 FEET ABOVE CHICAGO CITY DATUM, LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF LOTS 35 AND 36 TAKEN AS A TRACT, IN 16.10CK 3 IN PICKETT'S SECOND ADDITION TO CHICAGO BEING LOT 4 IN ASSESSOR'S DIVISION OF PART OF THE NORTH 1/2 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID TRACT, BEING A POINT ON THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE DISTANT 200.00 FEET NORTHWESTERLY OF THE WESTERLY LINE OF HONORE STREET, THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID TRACT, A DISTANCE OF 50.00 FEET TO THE MOST WESTERLY CORNER OF SAID TRACT; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID TRACT, A DISTANCE OF 3.19 FEET:

1409041118 Page: 23 of 35

# **UNOFFICIAL COPY**

THENCE SOUTHEASTERLY ALONG A LINE MAKING AN ANGLE OF 90 DEGREES 23 MINUTES 25 SECONDS MEASURED CLOCKWISE, NORTHEASTERLY TO SOUTHEASTERLY FROM THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 0.60 TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF TWO WALLS OF A THREE STORY BRICK BUILDING COMMONLY KNOWN AS 1521-1523 NORTH MILWAUKEE AVENUE IN CHICAGO, BEING ALSO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED:

THENCE ALONG THE INTERIOR FACES OF THE WALLS OF THE ENCLOSED SPACE DESCRIBED HEREIN, THE FOLLOWING COURSES AND DISTANCES; ALL AT RIGHT ANGLES TO FACH OTHER UNLESS NOTED OTHERWISE;

NORTHEASTEPLY, A DISTANCE OF 42.75 FEET; SOUTHEASTER! Y A DISTANCE OF 1.20 FEET; NORTHEASTERLY, A DISTANCE OF 2.50 FEET: NORTHWESTERLY, A DISTANCE OF 0.52 FEET; NORTHEASTERLY, A D.STANCE OF 18.54 FEET: NORTHWESTERLY, A DISTANCE OF 1.00 FEET: NORTHEASTERLY, A DISTANCE OF 1.00 FEET; NORTHWESTERLY, A DISTANCE OF 0.25 FEET: NORTHEASTERLY, A DISTANCE OF 19.03 FEET: SOUTHEASTERLY, A DISTANCE OF 10.70 FEET; NORTHEASTERLY, A DISTANCE OF 10.05 / EFT; SOUTHEASTERLY, A DISTANCE OF 24.00 FEET: NORTHEASTERLY, A DISTANCE OF 13.10 FEET. SOUTHEASTERLY, A DISTANCE OF 13.62 FEET: SOUTHWESTERLY, A DISTANCE OF 7.02 FEET: NORTHWESTERLY, A DISTANCE OF 9.23 FEET; SOUTHWESTERLY, A DISTANCE OF 10.40 FEET; SOUTHEASTERLY, A DISTANCE OF 9.32 FEET; SOUTHWESTERLY, A DISTANCE OF 65.70 FEET:

SOUTHWESTERLY, A DISTANCE OF S.C.

SOUTHWESTERLY, A DISTANCE OF 10.40 FEE1;

SOUTHWESTERLY, A DISTANCE OF 9.32 FEET;

SOUTHWESTERLY, A DISTANCE OF 65.70 FEET;

NORTHWESTERLY, A DISTANCE OF 4.77 FEET;

SOUTHWESTERLY, A DISTANCE OF 23.85 FEET;

NORTHWESTERLY, A DISTANCE OF 43.15 FEET TO THE POINT OF BEGINNING.

AND ALSO

### SECOND FLOOR LEVEL COMMERCIAL SPACE

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCATED 31.92 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 42.89 FEET ABOVE CHICAGO CITY DATUM LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF LOTS 35 AND 36 TAKEN AS A TRACT, IN BLOCK 3 IN PICKETT'S SECOND ADDITION TO CHICAGO BEING LOT 4 IN ASSESSOR'S DIVISION OF PART OF THE NORTH 1/2 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

1409041118 Page: 24 of 35

Phy Clark's Office

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COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID TRACT, BEING A POINT THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE DISTANT 200.00 FEET NORTHWESTERLY OF THE WESTERLY LINE OF HONORE STREET, THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID TRACT, A DISTANCE OF 1.71 FEET; THENCE NORTHEASTERLY ALONG A LINE MAKING AN ANGLE OF 90 DEGREES 02 MINUTES 25 SECONDS MEASURED CLOCKWISE, NORTHWESTERLY TO NORTHEASTERLY FROM THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 0.89 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF TWO WALLS OF A THREE STORY BRICK BUILDING COMMONLY KNOWN AS 1521-1523 NORTH MILWAUKEE AVENUE IN CHICAGO. BEING ALSO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE ALONG THE INTERIOR FACES OF THE WALLS OF THE ENCLOSED SPACE DESCRIBED HEREIN, THE FOLLOWING COURSES AND DISTANCES; ALL AT RIGHT ANGLES TO EACH OTHER UNLESS NOTED OTHERWISE;

NORTHWESTERLY, A DISCANCE OF 23.45 FEET; NORTHEASTERLY, A DISTANCE OF 1.05 FEET: NORTHWESTERLY, A DISTANCE OF 1.00 FEET; SOUTHWESTERLY, A DISTANCE OF 1.05 FEET: NORTHWESTERLY, A DISTANCE OF 25 00 FEET: NORTHEASTERLY, A DISTANCE OF 65.96 FELT; NORTHWESTERLY, A DISTANCE OF 0.82 FEEL NORTHEASTERLY, A DISTANCE OF 19.00 FEET. SOUTHEASTERLY, A DISTANCE OF 4.44 FEET: NORTHEASTERLY, A DISTANCE OF 30.10 FEET: SOUTHEASTERLY, A DISTANCE OF 44.20 FEET: SOUTHWESTERLY, A DISTANCE OF 13.85 FEET: NORTHWESTERLY, A DISTANCE OF 8.70 FEET; NORTHEASTERLY, A DISTANCE OF 2.86 FEET: NORTHWESTERLY, A DISTANCE OF 10.50 FEET: SOUTHWESTERLY, A DISTANCE OF 9.20 FEET: NORTHWESTERLY, A DISTANCE OF 5.06 FEET;

NORTHWESTERLY, A DISTANCE OF 0.35 FEET; SOUTHWESTERLY, A DISTANCE OF 3.10 FEET; NORTHWESTERLY, A DISTANCE OF 3.10 FEET; SOUTHWESTERLY, A DISTANCE OF 1.10 FEET; SOUTHWESTERLY, A DISTANCE OF 0.70 FEET; SOUTHWESTERLY, A DISTANCE OF 2.25 FEET; SOUTHWESTERLY, A DISTANCE OF 1.25 FEET; SOUTHWESTERLY, A DISTANCE OF 1.25 FEET; SOUTHEASTERLY, A DISTANCE OF 1.10 FEET; NORTHEASTERLY, A DISTANCE OF 4.27 FEET; SOUTHEASTERLY, A DISTANCE OF 23.52 FEET;

SOUTHWESTERLY, A DISTANCE OF 7.85 FEET:

1409041118 Page: 25 of 35

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SOUTHWESTERLY, A DISTANCE OF 44.50 FEET;
NORTHWESTERLY, A DISTANCE OF 2.75 FEET;
SOUTHWESTERLY, A DISTANCE OF 3.60 FEET;
NORTHWESTERLY, A DISTANCE OF 9.44 FEET;
SOUTHWESTERLY, A DISTANCE OF 3.00 FEET;
SOUTHEASTERLY, A DISTANCE OF 12.74 FEET;
SOUTHWESTERLY, A DISTANCE OF 5.15 FEET;
SOUTHWESTERLY, A DISTANCE OF 17.42 FEET TO THE POINT OF BEGINNING

### PARCEL 2B:

NON-EXCLUSIVE CASEMENTS FOR INGRESS AND EGRESS AND STRUCTURE AND SUPPORT AS SET FOR THE IN RECIPROCAL EASEMENT AGREEMENT RECORDED JUNE 27, 2006 AS DOCUMENT 0617818033 AND AS RESERVED IN DEEDS OF THE CONDO UNITS IN SAID BUILDING RECORDED JULY 19, 2006 AS DOCUMENT 0620042112, AUGUST 16, 2006 AS DOCUMENT 0622820101 AND SEPTEMBER 13, 2006 AS DOCUMENT 0625642067 OVER THE CONDOMINIUM PROPERTY CREATED BY CONDO DECLARATION RECORDED JUNE 27, 2006 AS DOCUMENT 0617818034.

PARCEL 3A: (COMMERCIAL AREAS OF 1525 TO 1529 NORTH MILWAUKEE)

THE FOLLOWING NINE (9) PARCELS IN THE TWO ADJOINING BUILDINGS LOCATED ON LOTS 37 AND 38 IN BLOCK 3 IN PICKETT'S SECOND ADDITION TO CHICAGO BEING LOT 4 IN ASSESSOR'S DIVISION PART OF NORTH 1/2 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

### PARCEL 1 OF COMMERCIAL AREA 'UNIT C':

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCATED 8.18 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 15.31 FEET. ABOVE CHICAGO CITY DATUM, LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF LOTS 37 AND 38, TAKEN AS A TRACT, IN BUCCK 3 IN PICKETT'S SECOND ADDITION TO CHICAGO, BEING LOT 4 IN ASSESSOR'S DIVISION OF PART OF THE NORTH 1/2 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID TRACT, BEING A POINT ON THE NORTHEASTERLY LINE OF NORTH MILWAUKEE AVENUE DISTANT 250.00 FEET NORTHWESTERLY FROM ITS INTERSECTION WITH THE WESTERLY LINE OF NORTH HONORE STREET; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID TRACT, A DISTANCE OF 1.76 FEET;

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THENCE NORTHEASTERLY ALONG A LINE MAKING AN ANGLE OF 89 DEGREES 59 MINUTES 02 SECONDS MEASURED CLOCKWISE, NORTHWESTERLY TO NORTHEASTERLY, A DISTANCE OF 0.96 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF TWO WALLS OF A THREE STORY BRICK BUILDING COMMONLY KNOWN AS 1525-29 NORTH MILWAUKEE AVENUE IN CHICAGO, BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE ALONG THE INTERIOR FACES OF THE WALLS OF THE ENCLOSED SPACE DESCRIBED HEREIN, THE FOLLOWING COURSES AND DISTANCES; ALL AT RIGHT ANGLES TO EACH OTHER

UNLESS NOTED OTHERWISE:

NORTHWESTERLY, A DISTANCE OF 2.90 FEET; NORTHEASTERLY, A DISTANCE OF 1.45 FEET; NORTHWESTERLY, A DISTANCE OF 1.40 FEET; SOUTHWESTERLY, A DISTANCE OF 1.50 FEET: NORTHWESTERLY, A DISTANCE OF 5.29 FEET: NORTHEASTERLY, A DISTANCE OF 1.41 FEET; NORTHWESTERLY, A DISTANCE OF 2.75 FEET; SOUTHWESTERLY, A DISTANCE OF 1.37 FEET; NORTHWESTERLY, A DISTANCE OF 2.03 FEET; NORTHEASTERLY, A DISTANCE OF 1.45 FEET; NORTHWESTERLY, A DISTANCE OF 1.40 FEF.1. SOUTHWESTERLY, A DISTANCE OF 1.45 FEET; NORTHWESTERLY, A DISTANCE OF 3.94 FEET: NORTHEASTERLY, A DISTANCE OF 1.45 FEET; NORTHWESTERLY, A DISTANCE OF 1.38 FEET; NORTHEASTERLY, A DISTANCE OF 25.24 FEET; NORTHWESTERLY, A DISTANCE OF 0.60 FEET; NORTHEASTERLY, A DISTANCE OF 1.37 FEET; SOUTHEASTERLY, A DISTANCE OF 0.60 FEET; NORTHEASTERLY, A DISTANCE OF 25.33 FEET; NORTHWESTERLY, A DISTANCE OF 0.70 FEET: NORTHEASTERLY, A DISTANCE OF 1.47 FEET; SOUTHEASTERLY, A DISTANCE OF 0.70 FEET; NORTHEASTERLY, A DISTANCE OF 5.47 FEET: SOUTHEASTERLY, A DISTANCE OF 1.14 FEET: NORTHEASTERLY, A DISTANCE OF 3.90 FEET; NORTHWESTERLY, A DISTANCE OF 1.14 FEET; NORTHEASTERLY, A DISTANCE OF 2.52 FEET; SOUTHEASTERLY, A DISTANCE OF 14.19 FEET: NORTHEASTERLY, A DISTANCE OF 0.38 FEET; SOUTHEASTERLY, A DISTANCE OF 3.23 FEET; SOUTHWESTERLY, A DISTANCE OF 18.80 FEET; NORTHWESTERLY, A DISTANCE OF 1.01 FEET: SOUTHWESTERLY, A DISTANCE OF 4.48 FEET:

SOUTHEASTERLY, A DISTANCE OF 6.78 FEET; SOUTHWESTERLY, A DISTANCE OF 1.67 FEET;

NORTHWESTERLY, A DISTANCE OF 1.26 FEET; SOUTHWESTERLY, A DISTANCE OF 42.17 FEET TO THE POINT OF BEGINNING.

### PARCEL 2 OF COMMERCIAL AREA 'UNIT C':

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCATED 16.65 FEET ABOVE CHICAGO CITY DATUM AND THAT CENTAIN OTHER HORIZONTAL PLANE LOCATED 27.74 FEET ABOVE CHICAGO CITY DATUM LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY CF THAT PART OF LOTS 37 AND 38, TAKEN AS A TRACT, IN BLOCK 3 IN PICKETT'S SECOND ADDITION TO CHICAGO, BEING LOT 4 IN ASSESSOR'S DIVISION OF PART OF THE NORTH 1/2 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS

COMMENCING AT THE MOST 3OUTHERLY CORNER OF SAID TRACT, BEING A POINT ON THE NORTHEASTER! Y LINE OF NORTH MILWAUKEE AVENUE DISTANT 250.00 FEET NORTHWESTERLY FROM ITS INTERSECTION WITH THE WESTERLY LINE OF NORTH HONORE STREE!, THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID TRAC!, A DISTANCE OF 2.16 FEET; THENCE NORTHEASTERLY ALONG A LINE MAKING AN ANGLE OF 89 DEGREES 59 MINUTES 02 SECONDS MEASURED CLOCKWISE, NORTHWESTERLY TO NORTHEASTERLY, A DISTANCE OF 1.28 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF TWO WALLS OF A THREE STORY BRICK BUILDING COMMONLY KNOWN AS 1525-29 NORTH MILWAUKEE AVENUE IN CHICAGO, BEING THE POINT OF BEGINNING OF THE PARCEL HERED! DESCRIBED:

THENCE ALONG THE INTERIOR FACES OF THE WALLS OF THE ENCLOSED SPACE DESCRIBED HEREIN, THE FOLLOWING COURSES AND DISTARCES; ALL AT RIGHT ANGLES TO EACH OTHER UNLESS NOTED OTHERWISE:

NORTHWESTERLY, A DISTANCE OF 21.45 FEET;

NORTHEASTERLY, A DISTANCE OF 3.90 FEET;

NORTHWESTERLY, A DISTANCE OF 21.45 FEET; NORTHEASTERLY, A DISTANCE OF 3.90 FEET; NORTHWESTERLY, A DISTANCE OF 0.28 FEET; NORTHEASTERLY, A DISTANCE OF 21.19 FEET; SOUTHEASTERLY, A DISTANCE OF 1.82 FEET; NORTHEASTERLY, A DISTANCE OF 3.15 FEET; NORTHWESTERLY, A DISTANCE OF 1.75 FEET; NORTHWESTERLY, A DISTANCE OF 33.70 FEET; NORTHWESTERLY, A DISTANCE OF 0.30 FEET; NORTHEASTERLY, A DISTANCE OF 21.19 FEET; SOUTHEASTERLY, A DISTANCE OF 7.32 FEET; SOUTHWESTERLY, A DISTANCE OF 5.77 FEET; SOUTHWESTERLY, A DISTANCE OF 14.36 FEET; SOUTHWESTERLY, A DISTANCE OF 10.62 FEET; NORTHWESTERLY, A DISTANCE OF 4.30 FEET;

1409041118 Page: 28 of 35

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SOUTHWESTERLY, A DISTANCE OF 18.78 FEET; SOUTHEASTERLY, A DISTANCE OF 4.31 FEET; SOUTHWESTERLY, A DISTANCE OF 0.86 FEET; SOUTHWESTERLY, A DISTANCE OF 40.27 FEET; NORTHWESTERLY, A DISTANCE OF 0.60 FEET;

SOUTHWESTERLY, A DISTANCE OF 3.90 FEET TO THE POINT OF BEGINNING.

### PARCEL 3 OF COMMERCIAL AREA 'UNIT C':

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCATED 16.41 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 27.59 FEET ABOVE CHICAGO CITY DATUM, LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF LOTS 37, 38 AND THE NORTHWESTERLY 3.11 FEET OF THE NORTHEASTERLY 29.89 FEET OF LOT 36, TAKEN AS A TRACT, IN BLOCK 3 IN PICKETT'S SECOND ADDITION TO CHICAGO, BEING LOT 4 IN ASSESSOR'S DIVISION OF PART OF THE NORTH 1/2 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID TRACT, BEING A POINT ON THE NORTHEASTERLY LINE OF NORTH MILWAUKEE AVENUE DISTANT 250.00 FEET NORTHWESTERLY FROM ITS INTERSECTION WITH THE WESTERLY LINE OF NORTH HONORE STREET; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 79.04 FEET;

THENCE NORTHWESTERLY ALONG A LINE MAKING AN ANGLE OF 89 DEGREES 47 MINUTES 51 SECONDS MEASURED COUNTER-CLOCKWISE NORTHEASTERLY TO NORTHWESTERLY, A DISTANCE OF 1.93 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF TWO WALLS OF A THREE STORY BRICK BUILDING COMMONLY KNOWN AS 1525-29 NORTH MILWAUKEF AVENUE IN CHICAGO, BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED:

THENCE ALONG THE INTERIOR FACES OF THE WALLS OF THE ENCLOSED SPACE DESCRIBED HEREIN, THE FOLLOWING COURSES AND DISTANCES; ALL AT RIGHT ANGLES TO EACH OTHER UNLESS NOTED OTHERWISE CONTINUING NORTHWESTERLY ALONG THE LAST DESCRIBED COURSE

EXTENDED, A DISTANCE OF 14.00 FEET:

NORTHEASTERLY, A DISTANCE OF 5.77 FEET:

NORTHWESTERLY, A DISTANCE OF 8.28 FEET;

NORTHEASTERLY, A DISTANCE OF 10.05 FEET;

SOUTHEASTERLY, A DISTANCE OF 4.23 FEET;

SOUTHWESTERLY, A DISTANCE OF 5.15 FEET;

SOUTHEASTERLY, A DISTANCE OF 10.00 FEET:

NORTHEASTERLY, A DISTANCE OF 7.03 FEET;

1409041118 Page: 29 of 35

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SOUTHEASTERLY, A DISTANCE OF 12.18 FEET; SOUTHWESTERLY, A DISTANCE OF 6.84 FEET; NORTHWESTERLY, A DISTANCE OF 1.38 FEET; SOUTHWESTERLY, A DISTANCE OF 3.78 FEET; NORTHWESTERLY, A DISTANCE OF 9.48 FEET TO THE POINT OF BEGINNING.

### PARCEL 4 OF COMMERCIAL AREA 'UNIT C':

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCATED 8.20 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 15.31 FEET ABOVE CHICAGO CITY DATUM, LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF LOTS 37 AND 38 TAKEN AS A TRACT, IN BLOCK 3 IN PICKETT'S SECOND ADDITION TO CHICAGO, BEING LOT 4 IN ASSESSOR'S DIVISION OF PART OF THE NORTH 1/2 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID TRACT, BEING A POINT ON THE NORTHEASTERLY LINE OF NORTH MILWAUKEE AVENUE DISTANT 250.00 FEET NORTHWESTERLY FROM ITS INTERSECTION WITH THE WESTERLY LINE OF NORTH HONORE STREET; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 45.21 FEET; THENCE NORTHWESTERLY ALONG A LINE MAKING AN ANGLE OF 89 DEGREES 47 MINUTES 51 SECONDS MEASURED COUNTER-CLOCKWISE, NORTHEASTERLY TO NORTHWESTERLY, A DISTANCE OF 1.56 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF TWO WALLS OF A THREE STORY BRICK BUILDING COMMONLY KNOWN AS 1525-29 NORTH MILWAUKEE AVENUE IN CHICAGO, BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE ALONG THE INTERIOR FACES OF THE WALLS OF THE ENCLOSED SPACE DESCRIBED HEREIN, THE FOLLOWING COURSES AND DISTANCES; ALL AT RIGHT ANGLES TO EACH OTHER UNLESS NOTED OTHERWISE; CONTINUING NORTHWESTERLY ALONG THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 4.88 FEET;

NORTHEASTERLY, A DISTANCE OF 3.68 FEET;

SOUTHEASTERLY, A DISTANCE OF 1.01 FEET:

NORTHEASTERLY, A DISTANCE OF 18.98 FEET;

SOUTHEASTERLY, A DISTANCE OF 3.87 FEET;

SOUTHWESTERLY, A DISTANCE OF 22.66 FEET TO THE POINT OF BEGINNING.

### PARCEL 5 OF COMMERCIAL AREA 'UNIT C':

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCATED 16.65 FEET ABOVE CHICAGO CITY DATUM AND

1409041118 Page: 30 of 35

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THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 27.74 FEET ABOVE CHICAGO CITY DATUM, LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF LOTS 37 AND 38 TAKEN AS A TRACT, IN BLOCK 3 IN PICKETT'S SECOND ADDITION TO CHICAGO, BEING LOT 4 IN ASSESSOR'S DIVISION OF PART OF THE NORTH 1/2 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID TRACT, BEING A POINT ON THE NORTHEASTERLY LINE OF NORTH MILWAUKEE AVENUE DISTANT 250.00 FEET NORTHWESTERLY FROM ITS INTERSECTION WITH THE WESTERLY LINE OF NORTH HONORE STREET; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 49.69 FEET; THENCE NORTHWESTERLY ALONG A LINE MAKING AN ANGLE OF 89 DEGREES 47 MINUTES 51 SECONDS MEASURED COUNTER-CLOCKWISE, NORTHEASTERLY TO NORTHWESTERLY, A DISTANCE OF 2.43 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF TWO WALLS OF A THREE STORY BRICK BUILDING COMMONLY KNOWN AS 1525-29 NORTH MILWAUKEE AVENUE IN CHICAGO, BEING THE FOINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE ALONG THE INTERIOR FACES OF THE WALLS OF THE ENCLOSED SPACE DESCRIBED HEREIN, THE FOLLOWING COURSES AND DISTANCES; ALL AT RIGHT ANGLES TO EACH OTHER UNLESS NOTED OTHERWISE; CONTINUING NORTHWESTERLY ALONG THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 3.90 FEET;

NORTHEASTERLY, A DISTANCE OF 17.88 FEET;

SOUTHEASTERLY, A DISTANCE OF 3.90 FEET;

SOUTHWESTERLY, A DISTANCE OF 17.88 FEET TO THE POINT OF BEGINNING.

### PARCEL 6 OF COMMERCIAL AREA 'UNIT C':

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCATED 7.94 FEET ABOVE CHICAGO CITY D'TUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 14.97 FEET ABOVE CHICAGO CITY DATUM, LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF LOTS 37 AND 38, TAKEN AS A TRACT, IN BLOCK 3 IN PICKETT'S SECOND ADDITION TO CHICAGO, BEING LOT 4 IN ASSESSOR'S DIVISION OF PART OF THE NORTH 1/2 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID TRACT, BEING A POINT ON THE NORTHEASTERLY LINE OF NORTH MILWAUKEE AVENUE DISTANT 250.00 FEET NORTHWESTERLY FROM ITS INTERSECTION WITH THE WESTERLY LINE OF NORTH HONORE STREET; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID TRACT, A DISTANCE OF 27.01 FEET;

1409041118 Page: 31 of 35

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THENCE NORTHEASTERLY ALONG A LINE MAKING AN ANGLE OF 89 DEGREES 50 MINUTES 23 SECONDS MEASURED CLOCKWISE, NORTHWESTERLY TO NORTHEASTERLY, A DISTANCE OF 0.94 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF TWO WALLS OF A THREE STORY BRICK BUILDING COMMONLY KNOWN AS 1525-29 NORTH MILWAUKEE AVENUE IN CHICAGO, BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE ALONG THE INTERIOR FACES OF THE WALLS OF THE ENCLOSED SPACE DESCRIBED HEREIN, THE FOLLOWING COURSES AND DISTANCES; ALL AT RIGHT ANGLES TO FACH OTHER UNLESS NOTED OTHERWISE:

NORTHWESTERLY, A DISTANCE OF 22.01 FEET;

NORTHEASTER! Y A DISTANCE OF 0.70 FEET:

NORTHWESTERLY, A DISTANCE OF 0.40 FEET;

NORTHEASTERLY, A DISTANCE OF 62.10 FEET:

SOUTHEASTERLY, A DISTANCE OF 22.96 FEET;

SOUTHWESTERLY, A DISTANCE OF 6.60 FEET:

NORTHWESTERLY, A DISTANCE OF 0.40 FEET:

SOUTHWESTERLY, A DISTANCE OF 2.20 FEET;

SOUTHEASTERLY, A DISTANCE OF 0.40 FEET;

SOUTHWESTERLY, A DISTANCE OF 53.12 FEET;

NORTHWESTERLY, A DISTANCE OF 0.73 FEET;

SOUTHWESTERLY, A DISTANCE OF 0.88 FEET TO THE POINT OF BEGINNING,

### PARCEL 7 OF COMMERCIAL AREA 'UNIT C':

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCATED 16.53 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 28.39 FEET ABOVE CHICAGO CITY DATUM, LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF LOTS 37 AND 38, TAKEN AS A TRACT, IN BLOCK 3 IN PICKETT'S SECOND ADDITION TO CHICAGO, BEING LOT 4 IN ASSESSOR'S DIVISION OF PART OF THE NORTH 1/2 OF SECTION 6, TOWNSHIP 39 NOR FLI RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID TRACT, BEING A POINT ON THE NORTHEASTERLY LINE OF NORTH MILWAUKEE AVENUE DISTANT 250.00 FEET NORTHWESTERLY FROM ITS INTERSECTION WITH THE WESTERLY LINE OF NORTH HONORE STREET; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID TRACT, A DISTANCE OF 31.30 FEET; THENCE NORTHEASTERLY ALONG A LINE MAKING AN ANGLE OF 89 DEGREES 59 MINUTES 30 SECONDS MEASURED CLOCKWISE, NORTHWESTERLY TO NORTHEASTERLY, A DISTANCE OF 1.27 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF TWO WALLS OF A THREE STORY BRICK BUILDING COMMONLY KNOWN AS 1525-29 NORTH MILWAUKEE AVENUE IN CHICAGO, BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE

1409041118 Page: 32 of 35

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ALONG THE INTERIOR FACES OF THE WALLS OF THE ENCLOSED SPACE DESCRIBED HEREIN, THE FOLLOWING COURSES AND DISTANCES; ALL AT RIGHT ANGLES TO EACH OTHER UNLESS NOTED OTHERWISE:

NORTHWESTERLY, A DISTANCE OF 18.42 FEET:

NORTHEASTERLY, A DISTANCE OF 75.53 FEET;

SOUTHEASTERLY, A DISTANCE OF 23.80 FEET;

SOUTHWESTERLY, A DISTANCE OF 12.68 FEET;

NORTHWESTERLY, A DISTANCE OF 1.10 FEET;

SOUTHWESTERLY, A DISTANCE OF 37.39 FEET;

NORTHWESTERLY, A DISTANCE OF 4.50 FEET; SOUTHWESTERLY, A DISTANCE OF 25.46 FEET TO THE POINT OF BEGINNING,

### PARCEL 8 OF COMMERCIAL AREA 'UNIT C':

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCALCED 16.23 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 28.40 FEET ABOVE CHICAGO CITY DATUM, LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF LUTS 37 AND 38, TAKEN AS A TRACT, IN BLOCK 3 IN PICKETT'S SECOND ADDITION TO CHICAGO, BEING LOT 4 IN ASSESSOR'S DIVISION OF PART OF THE NORTH 1/2 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MEXIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID TRACT, BEING A POINT ON THE NORTHEASTERLY LINE OF NORTH MILWAUKEE AVENUE DISTANT 250.00 FEET NORTHWESTERLY FROM ITS INTERSECTION WITH THE WESTERLY LINE OF NORTH HONORE STREET; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID TRACT, A DISTANCE OF 50 50 FEET TO THE MOST WESTERLY CORNER OF SAID TRACT; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID TRACT, A DISTANCE OF 77.25 FEET; THENCE SOUTHEASTERLY ALONG A LINE MAKING AN ANGLE OF 90 DEGREES 10 MINUTES 06 SECONDS MEASURED CLOCKWISE, NORTHEASTERLY TO SOUTHEASTERLY FROM THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 0.35 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF TWO WALLS OF A THREE STORY BRICK BUILDING COMMONLY KNOWN AS 1525-29 NORTH MILWAUKEE AVENUE IN CHICAGO, BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE ALONG THE INTERIOR FACES OF THE WALLS OF THE ENCLOSED SPACE DESCRIBED HEREIN, THE FOLLOWING COURSES AND DISTANCES; ALL AT RIGHT ANGLES TO EACH OTHER UNLESS NOTED OTHERWISE:

NORTHEASTERLY, A DISTANCE OF 12.10 FEET;

SOUTHEASTERLY, A DISTANCE OF 23.93 FEET;

SOUTHWESTERLY, A DISTANCE OF 12.10 FEET;

NORTHWESTERLY, A DISTANCE OF 23.93 FEET TO THE POINT OF BEGINNING.

### PARCEL 9 OF COMMERCIAL AREA 'UNIT C':

THAT PROPERTY AND SPACE CONTAINED BELOW A CERTAIN HORIZONTAL PLANE LOCATED 16.63 FEET ABOVE CHICAGO CITY DATUM, LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF LOTS 37 AND 38, TAKEN AS A TRACT, IN BLOCK 3 IN PICKETT'S SECOND ADDITION TO CHICAGO, BEING LOT 4 IN ASSESSOR'S DIVISION OF PART OF THE NORTH 1/2 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID TRACT, BEING A POINT ON THE NORTHEASTERLY LINE OF NORTH MILWAUKEE AVENUE DISTANT 250.00 FEET NORTHWESTERLY FROM ITS INTERSECTION WITH THE WESTERLY LINE OF NORTH FONORE STREET; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID TRACT, A DISTANCE OF 27.26 FEET; THENCE NORTHEASTERLY ALONG A LINE MAKING AN ANGLE OF 89 DEGREES 50 MINUTES 30 SECONDS MEASURED CLOCKWISE, NORTHWESTERLY TO NORTHEASTERLY, A DISTANCE OF 1.28 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF TWO WALLS OF A THREE STORY BRICK BUILDING COMMONLY KNOWN AS 1525-29 NORTH MILWAUKEE AVENUE IN CHICAGO. BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG THE INTERIOR FACES OF THE WALLS OF THE ENCLOSED SPACE DESCRIBED HEREIN, THE FOLLOWING COURSES AND DISTANCES; ALL AT RIGHT ANGLES TO EACH OTHER UNLESS NOTED OTHERWISE: NORTHWESTERLY, A DISTANCE OF 3.57 FEET; NORTHEASTERLY, A DISTANCE OF 25.00 FEET: SOUTHEASTERLY, A DISTANCE OF 3.57 FEET; SOUTHWESTERLY, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

### PARCEL 3B:

NONEXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 4A, FOR INGRESS AND EGRESS AND STRUCTURE AND SUPPORT AS SET FORTH IN RECIPROCAL EASEMENT AGREEMENT RECORDED NOVEMBER 3, 2004 AS DOCUMENT 0430844040 AND AS RESERVED IN DEEDS OF THE CONDO UNITS IN SAID GUILDING RECORDED MARCH 8, 2005 AS DOCUMENT 0506734053, MARCH 16, 2005 AS DOCUMENT 0507503023, FEBRUARY 15, 2005 AS DOCUMENT 0504611193, JANUARY 24, 2005 AS DOCUMENT 0502435080, AUGUST 4, 2005 AS DOCUMENT 0521633143, MARCH 22, 2005 AS DOCUMENT 0508142079 OVER THE CONDOMINIUM PROPERTY CREATED BY CONDO DECLARATION RECORDED NOVEMBER 3, 2004 AS DOCUMENT 0430844041.

### PARCEL 3C:

EASEMENT FOR THE BENEFIT OF THE AFORESAID LOTS 37 AND 38 FOR THE CONTINUED USAGE, OPERATION, MAINTENANCE, REPAIR, ALTERATION, INSPECTION AND REPLACEMENT OF THE IMPROVEMENTS LOCATED ON THE

1409041118 Page: 34 of 35

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"EASEMENT PORTION" ON LOT 36, SOUTH AND ADJOINING DESCRIBED IN AND CREATED BY DECLARATION OF EASEMENT RECORDED AS DOCUMENT NUMBER 0336332188.

PINS:

17-06-200-075-0000

17-06-200-077-0000 17-06-200-079-0000

COMMON ADDRESS:

DORE. TO COOK COUNTY CLERK'S OFFICE 1519-29 NORTH MILWAUKEE AVENUE

1409041118 Page: 35 of 35

# **UNOFFICIAL COPY**

### **EXHIBIT "A-6"**

### **LEGAL DESCRIPTION (PROPERTY #6)**

LOT 53 IN BLOCK 4 IN PICKET'S SECOND ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-06-209-015-0000

COMMON ADD! ESS:

Si 1.

Clark's Office 1471 NORTH MILWAUKEE AVENUE, CHICAGO, ILLINOIS &CC.22