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Doc#: 1416215052 Fee: \$80.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/11/2014 01:38 PM Pg: 1 of 22

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AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS

Walton 1402, LLC, a Delaware limited liability company;  
2 W Delaware Retail, LLC, a Delaware limited liability company;  
2 W Delaware Residences, LLC, a Delaware limited liability company; and  
2 W Delaware Commercial Parking, LLC, a Delaware limited liability company,  
collectively, and jointly and severally, as Assignor

and

BREDS II Mortgage Corp.,  
a Delaware corporation,  
as Assignee

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**Dated:** As of June 10, 2014  
**Location:** 2 West Delaware Place  
Chicago, Illinois 60610  
**County:** Cook

PREPARED BY AND UPON  
RECORDATION RETURN TO:

Gibson, Dunn & Crutcher LLP  
200 Park Avenue  
New York, New York 10166-0193  
Attention: Andrew J. Dady, Esq.

First American Title Order # 6298380

File 2 of 2

22

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## AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS

This AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS (this "**Amendment**"), is made as of June 10, 2014, by **WALTON 1402, LLC**, a Delaware limited liability company; **2 W DELAWARE RETAIL, LLC**, a Delaware limited liability company; **2 W DELAWARE RESIDENCES, LLC**, a Delaware limited liability company; and **2 W DELAWARE COMMERCIAL PARKING, LLC**, a Delaware limited liability company, collectively, and jointly and severally, as assignor having an address at c/o Crescent Heights, 2200 Biscayne Boulevard, Miami, FL 33137 (together with each of their permitted successors and assigns, collectively, the "**Assignor**"), and **BREDS II MORTGAGE CORP.**, a Delaware corporation, as assignee, having an address at c/o Blackstone Real Estate Debt Strategies, 345 Park Avenue, New York, New York 10154 (together with its successors and assigns, collectively, "**Lender**").

### RECITALS:

A. **WHEREAS** Assignor is the owner of that certain real property, described in Exhibit A attached hereto and made a part hereof (the "**Land**");

B. **WHEREAS**, Assignor and Lender are parties to that certain Mortgage Loan Agreement – Walton on the Park, dated as of March 25, 2014, by and among each Assignor and Lender (the "**Original Loan Agreement**") pursuant to which Lender made a loan to Assignor in the original principal amount of \$84,000,000.00 (the "**Original Loan**"). The Original Loan is evidenced by, among other things, that certain Promissory Note dated as of March 25, 2014, made by each Assignor to the order of Lender in the original principal amount of \$84,000,000.00 (the "**Original Note**").

C. **WHEREAS**, concurrently with its execution of the Original Loan Agreement and as security for the Loan made pursuant thereto, Assignor, as grantor, executed that certain Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing in favor of Lender, as grantee (as the same has been or may be further amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Mortgage**"), dated as of March 25, 2014, and recorded with the Cook County Recorder of Deeds on March 27, 2014, as Document Number 1408639085, as amended by that certain Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing, dated as of the date hereof, from Assignor in favor of Lender;

D. **WHEREAS**, concurrently with its execution of the Original Loan Agreement and as further security for the Loans made pursuant thereto, Assignor executed that certain Assignment of Leases and Rents in favor of Lender (the "**Original ALR**"), dated as of March 25, 2014, and recorded with the Cook County Recorder of Deeds on March 27, 2014, as Document Number 1408639086;

E. **WHEREAS**, concurrently herewith, Assignor and Lender are entering into that certain Omnibus Amendment to Mortgage Loan Documents, dated as of the date hereof (the "**Omnibus Amendment**"), which amendment, among other things, decreases the amount of the Original Loan to a principal amount of \$75,000,000.00. The Original Loan Agreement as amended by the Omnibus Amendment, and as the same may be further modified, amended, replaced, supplemented and/or assigned from time to time, is hereinafter referred to as the "**Loan Agreement**";

F. **WHEREAS**, Assignor and Lender wish to amend and restate in its entirety the Original Note and amend the indebtedness evidenced by the Original Note, and therefore concurrently herewith, Assignor is providing in favor of Lender that certain Amended and Restated Promissory Note, dated as of the date hereof, in the principal amount to \$75,000,000.00 (as the same has been or may be further amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Note**"); and

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G. **WHEREAS**, in connection with the Omnibus Amendment and the Note and as a condition precedent to the effectiveness thereof, Assignor and Lender have agreed in the manner hereinafter set forth to modify the terms and provisions of the Original ALR.

**NOW THEREFORE**, in pursuance of said agreement and in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Assignor hereby agrees with Lender as follows:

(1) The Original ALR is hereby amended as follows:

(i) The term "Loan" shall mean:

"that certain loan in the principal amount of Seventy Five Million and No/100 Dollars (\$75,000,000.00) advanced pursuant to that certain Loan Agreement, dated as of March 25, 2014, between Assignor and Lender, as amended by that certain Omnibus Amendment to Mortgage Loan Documents, dated as of June 10, 2014, and as the same may be further amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement"."

(2) The Original ALR and this Amendment shall together constitute and be construed as one document. This Amendment shall in no way impair the lien, charge or priority of the Original ALR upon all property covered thereby.

(3) All capitalized terms not otherwise defined herein shall have the meaning set forth in the Loan Agreement.

(4) Except as expressly provided herein, nothing in this Amendment shall alter or affect any provision, condition, or covenant contained in the Original ALR (or in any other Loan Document). In the event of any conflict between the terms of the Original ALR and the terms of this Amendment, the terms of this Amendment shall control.

(5) All of the representations and warranties set forth in the Loan Documents are true and correct as of the date hereof as if made on the date hereof. The Original ALR (as amended hereby) and the other Loan Documents are hereby ratified and remain in full force and effect.

(6) Assignor shall pay all taxes, charges, filing, registration and recording fees, excises and levies payable with respect to this Amendment and the transactions contemplated hereby.

(7) It is the intent of Assignor and Lender that this Amendment shall not constitute (i) a novation, refinancing, discharge, extinguishment or refunding of the Loan, or (ii) a release, waiver or discharge of any of the rights or remedies set forth in the Original ALR or any of the other Loan Documents, or applicable law, which actions are intended solely to modify the terms and conditions of the Original ALR as set forth herein.

(8) This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Amendment.

(9) This Amendment shall constitute one of the Loan Documents described in the Loan Agreement.

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(10) From and after the recording of this Amendment with the Cook County Recorder of Deeds, any reference to the term "Assignment" in the Original ALR shall mean the Original ALR as modified by this Amendment and as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance therewith.

(11) **WITH RESPECT TO MATTERS RELATING TO THE ATTACHMENT, CREATION, PERFECTION AND PROCEDURES RELATING TO THE ENFORCEMENT OF THE LIENS CREATED PURSUANT TO THIS AMENDMENT, THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS (WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF). IT BEING UNDERSTOOD THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH AND TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF) SHALL GOVERN ALL MATTERS RELATING TO THIS AMENDMENT AND THE OTHER LOAN DOCUMENTS AND ALL OF THE INDEBTEDNESS OR OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. ALL PROVISIONS OF THE LOAN AGREEMENT INCORPORATED HEREIN BY REFERENCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS).**

[THE REMAINDER OF THE PAGE IS INTENTIONALLY BLANK]

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

**ASSIGNOR:**

**Walton 1402, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: JASON BUCHHEIM  
Title: PRESIDENT

STATE OF ILLINOIS }  
COUNTY OF COOK } S.S.

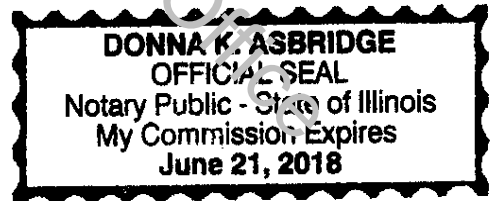
On MAY 30, 2011 before me, DONNA K. ASBRIDGE  
a Notary Public in and for said County and State,  
personally appeared, JASON BUCHHEIM

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ILLINOIS that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Donna K. Asbridge



(Notary Seal)

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

**ASSIGNOR:**

**2 W Delaware Retail, LLC,**  
a Delaware limited liability company

By: [Signature]  
Name: JASON BUCHBERG  
Title: PRESIDENT

STATE OF ILLINOIS }  
COUNTY OF COOK } S.S.

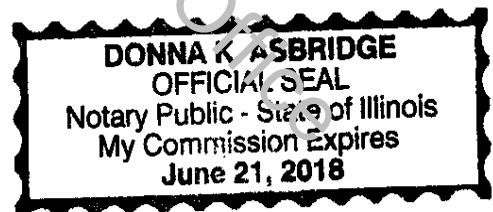
On MAY 30, 2011 before me, DONNA K. ASBRIDGE  
a Notary Public in and for said County and State,  
personally appeared, JASON BUCHBERG

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ILLINOIS that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]



(Notary Seal)

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

**ASSIGNOR:**

**2 W Delaware Residences, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Jason Buchberg  
Title: President

STATE OF Illinois }  
COUNTY OF COOK } S.S.

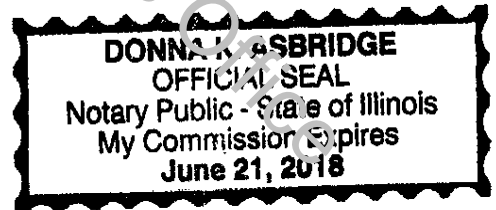
On MAY 30, 2014 before me, DONNA K. ASBRIDGE  
a Notary Public in and for said County and State,  
personally appeared, JASON BUCHBERG

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Donna K. Asbridge



(Notary Seal)

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

**ASSIGNOR:**

**2 W Delaware Commercial Parking, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: JASON BUCHBERG  
Title: PRESIDENT

STATE OF ILLINOIS  
COUNTY OF COOK } S.S.

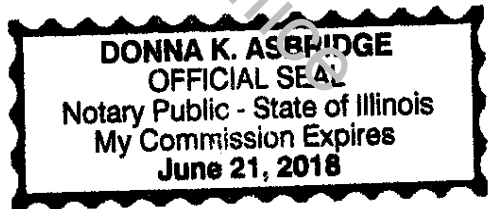
On May 30, 2014, before me, DONNA K. ASBRIDGE,  
a Notary Public in and for said County and State,  
personally appeared, JASON BUCHBERG

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ILLINOIS that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Donna K. Asbridge



(Notary Seal)

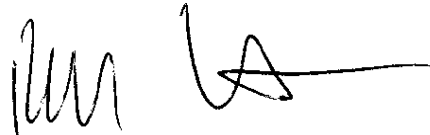


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IN WITNESS WHEREOF, Assignee has executed this Amendment to Assignment of Leases and Rents the day and year first above written.

**ASSIGNEE:**

**BREDS II MORTGAGE CORP.,**  
a Delaware corporation

By:   
Name: \_\_\_\_\_  
Title: Randall Rothschild  
Authorized Signatory

Property of County Clerk's Office

STATE OF NEW YORK }  
COUNTY OF NEW YORK } S.S.

On MAY 29, 2014 before me, AMY NIEPORENT  
a Notary Public in and for said County and State,  
personally appeared, RANDALL ROTHSCHILD

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of NY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Amy Nieporent

(Notary Seal)

AMY NIEPORENT  
Notary Public, State of New York  
No. 01NI6291330  
Qualified in Kings County  
Commission Expires 10/15/2017

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## EXHIBIT A

### Legal Description

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

Parcel 1:

Units 301, 303, 304, 401, 402, 403, 404, 501, 502, 503, 601, 602, 603, 604, 702, 704, 802, 803, 804, 901, 902, 903, 906, 908, 1001, 1004, 1005, 1006, 1007, 1101, 1102, 1103, 1104, 1105, 1107, 1108, 1201, 1202, 1203, 1204, 1207, 1301, 1302, 1303, 1304, 1305, 1306, 1308, 1401, 1403, 1404, 1405, 1407, 1408, 1501, 1502, 1503, 1505, 1507, 1508, 1601, 1602, 1603, 1604, 1605, 1606, 1608, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1801, 1802, 1803, 1804, 1805, 1806, 1901, 1902, 1903, 1904, 1905, 1906, 1908, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2201, 2202, 2203, 2204, 2205, 2206, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2401, 2402, 2403, 2404, 2405, 2406, 2501, 2502, 2503, 2504, 2601, 2602, 2603, 2604, 2607, 2701, 2703, 2704, 2705, 2706, 2801, 2802, 2803, 2804, 2805, 2806, 2901, 2902, 2904, 2905, 2906, 2907, 3001, 3005, 3006, 3007, 3101, 3102, 3105, 3106, GU-1 through and including GU-21, GU-23, GU-24, GU-25, GU-26, GU-27, GU-28, GU-29, GU-30, GU-31, GU-32, GU-33, GU-34, GU-35, GU-36, GU-37, GU-38, GU-40, GU-41, GU-42, GU-43, GU-44, GU-45, GU-48, GU-51, GU-52, GU-53, GU-54, GU-55, GU-56, GU-57, GU-59, GU-61, GU-62, GU-64, GU-65, GU-66, GU-67, GU-68, GU-71, GU-72, GU-73, GU-74, GU-75, GU-76, GU-78, GU-79, GU-80, GU-81, GU-82, GU-83, GU-84, GU-85, GU-86, GU-87, GU-88, GU-89, GU-90, GU-91, GU-92, GU-93, GU-94, GU-95, GU-96, GU-97, GU-102, GU-103, GU-104, GU-105, GU-106, GU-107, GU-108, GU-109, GU-110, GU-111, GU-112, GU-113, GU-114, GU-115, GU-116, GU-117, GU-118, GU-119, GU-120, GU-121, GU-125, GU-126, GU-127, GU-128, GU-129, GU-130, GU-131, GU-132, GU-133, GU-134, GU-140, GU-141, GU-147, GU-148, GU-149, GU-150, GU-151, GU-152, GU-156, GU-157, GU-158, GU-159, GU-160, GU-161, GU-162, GU-163, GU-164, GU-167, GU-168, GU-173, GU-175, GU-176, GU-177, GU-178, GU-179, GU-180, GU-181, GU-184, GU-185, GU-187, GU-188, GU-189, GU-191, GU-192, GU-193, GU-194, GU-195, GU-196, GU-197, GU-198, GU-201, GU-202, GU-203, GU-204, GU-205, GU-206, GU-207, GU-208, GU-209, GU-211, GU-212, GU-213, GU-215, GU-216, GU-218, GU-219, GU-220, GU-221, GU-222, GU-223, GU-224, GU-225, GU-226, GU-228, GU-229, GU-233, GU-234, GU-241, GU-242, GU-243, GU-244, GU-245, GU-247, GU-248, GU-249, GU-250, GU-251, GU-252, GU-253, GU-254, GU-255, GU-256, GU-257, GU-258, GU-259, GU-260, GU-261, GU-262, GU-263, GU-264, GU-266, GU-267, GU-268, GU-269, GU-270, GU-271, GU-272, GU-273, GU-274, GU-275, GU-276, GU-277, GU-278, GU-281, GU-282, GU-283, GU-284, GU-286, GU-287, GU-288, GU-289, GU-290, GU-291, GU-293, GU-295, GU-298, GU-299, GU-300, GU-301, GU-302, GU-303, GU-304, GU-305, GU-306, GU-307, GU-308, GU-309, GU-310, GU-311, GU-312, GU-313, GU-314, GU-315, GU-316, GU-317, GU-318, GU-319, GU-321, GU-322, GU-323, GU-324, GU-325, GU-326, GU-327, GU-328, GU-329, GU-330, GU-331, GU-332, GU-333, GU-334, GU-335, GU-336, GU-337, GU-338, GU-340, GU-341 in Walton on the Park South Condominium, as delineated on the Plat attached to Declaration of Condominium recorded May 27, 2010 as Document Number 1014716029, being located on Lot 5 in Walton on the Park Subdivision, recorded September 10, 2008 as Document Number 0825418053, in the East Half of the Southeast Quarter of Section 4 and in the South Fractional Half of Section 3, all in Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached to the Declaration of Condominium made by Walton on the Park South, LLC, an Illinois limited liability company and recorded in the office of the Recorder of Deeds of Cook County, Illinois as amended by First Amendment recorded July 19, 2010 as Document Number

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1020039084, and re-recorded on August 18, 2010 as Document Number 1023010047, and Amendment recorded October 17, 2011 as Document Number 1129029068, together with its undivided interest in the common elements in Cook County, Illinois.

Also, the following easement parcels shown below for the benefit of Lot 5 in Walton on the Park Subdivision, aforesaid;

Non-exclusive permanent encroachment easement, as described in Temporary Construction Easements and Easements for Permanent Encroachments recorded March 19, 2009 as Document Number 0907822026.

Non-exclusive Grant of easement for encroachment of connection devices as described in Declaration of Easements for Mutual Encroachments and Maintenance of Facilities: Walton Mansions and Walton South recorded March 19, 2009 as Document Number 0907822030.

Non-exclusive easements as described in Declaration of Covenants, Conditions Restrictions and Easements: Reciprocal Easement Agreement recorded May 27, 2010 as Document Number 1014716028.

Non-exclusive easements for access, construction, encroachment, installation and maintenance of connection devices, as described in Declaration of Easements for Access, Construction, Encroachments and Shared Facilities, recorded May 11, 2010 as Document Number 1013118085.

Parcel 2:

Lot 2 in Walton On The Park South Subdivision recorded July 27, 2010 as Document Number 1020834063, a Resubdivision of lot 5 of Walton on the Park Subdivision recorded September 10, 2008 as Document Number 0825418053, in the East 1/2 of the Southeast 1/4 of Section 4, and in the South Fractional 1/2 of Section 3, all in Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Also, the following easement parcels shown below for the benefit of the aforementioned Parcel 2; Non-exclusive permanent encroachment easement, as described in Temporary Construction Easements and Easements for Permanent Encroachments recorded March 19, 2009 as Document Number 0907822026.

Non-exclusive Grant of easement for encroachment of connection devices as described in Declaration of Easements for Mutual Encroachments and Maintenance of Facilities: Walton Mansions and Walton South recorded March 19, 2009 as Document Number 0907822030.

Non-exclusive easements as described in Declaration of Covenants, Conditions Restrictions and Easements: Reciprocal Easement Agreement recorded May 27, 2010 as Document Number 1014716028.

Non-exclusive easements for access, construction, encroachment, installation and maintenance of connection devices, as described in Declaration of Easements for Access, Construction, Encroachments and Shared Facilities, recorded May 11, 2010 as Document Number 1013118085.

Parcel 3: Intentionally Deleted

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## Parcel 4:

Lot 3 in Walton on the Park South Subdivision recorded July 27, 2010 as document number 1020834063, a resubdivision of Lot 5 of Walton on the Park Subdivision, recorded September 10, 2008 as document no. 0825418053, in the East 1/2 of of the Southeast 1/4 and in the South Fractional 1/2 of Section 3, all in Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Also, the following easement parcels shown below for the benefit of the aforementioned Parcel 4;

Non-exclusive permanent encroachment easement, as described in Temporary Construction Easements and Easements for Permanent Encroachments recorded March 19, 2009 as Document Number 0907822026.

Non-exclusive Grant of easement for encroachment of connection devices as described in Declaration of Easements for Mutual Encroachments and Maintenance of Facilities: Walton Mansions and Walton South recorded March 19, 2009 as Document Number 0907822030.

Non-exclusive easements as described in Declaration of Covenants, Conditions Restrictions and Easements: Reciprocal Easement Agreement recorded May 27, 2010 as Document Number 1014716028.

Non-exclusive easements for access, construction, encroachment, installation and maintenance of connection devices, as described in Declaration of Easements for Access, Construction, Encroachments and Shared Facilities, recorded May 11, 2010 as Document Number 1013118085.

## Parcel 5:

Unit 3107 in Walton on the Park South Condominium, as delineated on the Plat attached to Declaration of Condominium recorded May 27, 2010 as Document Number 1014716029, being located on Lot 5 in Walton on the Park Subdivision, recorded September 10, 2008 as Document Number 0825418053, in the East Half of the Southeast Quarter of Section 4 and in the South Fractional Half of Section 3, all in Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached to the Declaration of Condominium made by Walton on the Park South, LLC, an Illinois limited liability company and recorded in the office of the Recorder of Deeds of Cook County, Illinois as amended by First Amendment recorded July 19, 2010 as Document Number 1020039084, and re-recorded on August 18, 2010 as Document Number 1023010047, and Amendment recorded October 17, 2011 as Document Number 1129029068, together with its undivided interest in the common elements in Cook County, Illinois.

Also, the following easement parcels shown below for the benefit of Lot 5 in Walton on the Park Subdivision, aforesaid;

Non-exclusive permanent encroachment easement, as described in Temporary Construction Easements and Easements for Permanent Encroachments recorded March 19, 2009 as Document Number 0907822026.

Non-exclusive Grant of easement for encroachment of connection devices as described in Declaration of Easements for Mutual Encroachments and Maintenance of Facilities: Walton Mansions and Walton South recorded March 19, 2009 as Document Number 0907822030.

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Non-exclusive easements as described in Declaration of Covenants, Conditions Restrictions and Easements: Reciprocal Easement Agreement recorded May 27, 2010 as Document Number 1014716028.

Non-exclusive easements for access, construction, encroachment, installation and maintenance of connection devices, as described in Declaration of Easements for Access, Construction, Encroachments and Shared Facilities, recorded May 11, 2010 as Document Number 1013118085.

Parcel 6:

Unit 302 in Walton on the Park South Condominium, as delineated on the Plat attached to Declaration of Condominium recorded May 27, 2010 as Document Number 1014716029, being located on Lot 5 in Walton on the Park Subdivision, recorded September 10, 2008 as Document Number 0825418053, in the East Half of the Southeast Quarter of Section 4 and in the South Fractional Half of Section 3, all in Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached to the Declaration of Condominium made by Walton on the Park South, LLC, an Illinois limited liability company and recorded in the office of the Recorder of Deeds of Cook County, Illinois as amended by First Amendment recorded July 19, 2010 as Document Number 1020039084, and re-recorded on August 18, 2010 as Document Number 1023010047, and Amendment recorded October 17, 2011 as Document Number 1129029068, together with its undivided interest in the common element, in Cook County, Illinois.

Also, the following easement parcels shown below for the benefit of Lot 5 in Walton on the Park Subdivision, aforesaid;

Non-exclusive permanent encroachment easement, as described in Temporary Construction Easements and Easements for Permanent Encroachments recorded March 19, 2009 as Document Number 0907822026.

Non-exclusive Grant of easement for encroachment of connection devices as described in Declaration of Easements for Mutual Encroachments and Maintenance of Facilities: Walton Mansions and Walton South recorded March 19, 2009 as Document Number 0907822030.

Non-exclusive easements as described in Declaration of Covenants, Conditions Restrictions and Easements: Reciprocal Easement Agreement recorded May 27, 2010 as Document Number 1014716028.

Non-exclusive easements for access, construction, encroachment, installation and maintenance of connection devices, as described in Declaration of Easements for Access, Construction, Encroachments and Shared Facilities, recorded May 11, 2010 as Document Number 1013118085.

Parcel 7:

Unit 1402 in Walton on the Park South Condominium, as delineated on the Plat attached to Declaration of Condominium recorded May 27, 2010 as Document Number 1014716029, being located on Lot 5 in Walton on the Park Subdivision, recorded September 10, 2008 as Document Number 0825418053, in the East Half of the Southeast Quarter of Section 4 and in the South Fractional Half of Section 3, all in Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached to the Declaration of Condominium made by Walton on the Park South, LLC, an Illinois limited liability company and recorded in the

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office of the Recorder of Deeds of Cook County, Illinois as amended by First Amendment recorded July 19, 2010 as Document Number 1020039084, and re-recorded on August 18, 2010 as Document Number 1023010047, and Amendment recorded October 17, 2011 as Document Number 1129029068, together with its undivided interest in the common elements in Cook County, Illinois.

Also, the following easement parcels shown below for the benefit of Lot 5 in Walton on the Park Subdivision, aforesaid;

Non-exclusive permanent encroachment easement, as described in Temporary Construction Easements and Easements for Permanent Encroachments recorded March 19, 2009 as Document Number 0907822026.

Non-exclusive Grant of easement for encroachment of connection devices as described in Declaration of Easements for Mutual Encroachments and Maintenance of Facilities: Walton Mansions and Walton South recorded March 19, 2009 as Document Number 0907822030.

Non-exclusive easements as described in Declaration of Covenants, Conditions Restrictions and Easements: Reciprocal Easement Agreement recorded May 27, 2010 as Document Number 1014716028.

Non-exclusive easements for access, construction, encroachment, installation and maintenance of connection devices, as described in Declaration of Easements for Access, Construction, Encroachments and Shared Facilities, recorded May 11, 2010 as Document Number 1013118085.

- 17-04-435-034-1001 (affects Unit 301)
- 17-04-435-034-1002 (affects Unit 302)
- 17-04-435-034-1003 (affects Unit 303)
- 17-04-435-034-1004 (affects Unit 304)
- 17-04-435-034-1005 (affects Unit 401)
- 17-04-435-034-1006 (affects Unit 402)
- 17-04-435-034-1007 (affects Unit 403)
- 17-04-435-034-1008 (affects Unit 404)
- 17-04-435-034-1009 (affects Unit 501)
- 17-04-435-034-1010 (affects Unit 502)
- 17-04-435-034-1011 (affects Unit 503)
- 17-04-435-034-1013 (affects Unit 601)
- 17-04-435-034-1014 (affects Unit 602)
- 17-04-435-034-1015 (affects Unit 603)
- 17-04-435-034-1016 (affects Unit 604)
- 17-04-435-034-1018 (affects Unit 702)
- 17-04-435-034-1020 (affects Unit 704)
- 17-04-435-034-1022 (affects Unit 802)
- 17-04-435-034-1023 (affects Unit 803)
- 17-04-435-034-1024 (affects Unit 804)
- 17-04-435-034-1029 (affects Unit 901)
- 17-04-435-034-1030 (affects Unit 902)
- 17-04-435-034-1031 (affects Unit 903)
- 17-04-435-034-1034 (affects Unit 906)
- 17-04-435-034-1036 (affects Unit 908)
- 17-04-435-034-1037 (affects Unit 1001)

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17-04-435-034-1040 (affects Unit 1004)  
17-04-435-034-1041 (affects Unit 1005)  
17-04-435-034-1042 (affects Unit 1006)  
17-04-435-034-1043 (affects Unit 1007)  
17-04-435-034-1045 (affects Unit 1101)  
17-04-435-034-1046 (affects Unit 1102)  
17-04-435-034-1047 (affects Unit 1103)  
17-04-435-034-1048 (affects Unit 1104)  
17-04-435-034-1049 (affects Unit 1105)  
17-04-435-034-1051 (affects Unit 1107)  
17-04-435-034-1052 (affects Unit 1108)  
17-04-435-034-1053 (affects Unit 1201)  
17-04-435-034-1054 (affects Unit 1202)  
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17-04-435-034-1056 (affects Unit 1204)  
17-04-435-034-1059 (affects Unit 1207)  
17-04-435-034-1061 (affects Unit 1301)  
17-04-435-034-1062 (affects Unit 1302)  
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17-04-435-034-1068 (affects Unit 1308)  
17-04-435-034-1069 (affects Unit 1401)  
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17-04-435-034-1092 (affects Unit 1608)  
17-04-435-034-1093 (affects Unit 1701)  
17-04-435-034-1094 (affects Unit 1702)  
17-04-435-034-1095 (affects Unit 1703)  
17-04-435-034-1096 (affects Unit 1704)  
17-04-435-034-1097 (affects Unit 1705)  
17-04-435-034-1098 (affects Unit 1706)  
17-04-435-034-1099 (affects Unit 1707)  
17-04-435-034-1101 (affects Unit 1801)

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17-04-435-034-1102 (affects Unit 1802)  
17-04-435-034-1103 (affects Unit 1803)  
17-04-435-034-1104 (affects Unit 1804)  
17-04-435-034-1105 (affects Unit 1805)  
17-04-435-034-1106 (affects Unit 1806)  
17-04-435-034-1109 (affects Unit 1901)  
17-04-435-034-1110 (affects Unit 1902)  
17-04-435-034-1111 (affects Unit 1903)  
17-04-435-034-1112 (affects Unit 1904)  
17-04-435-034-1113 (affects Unit 1905)  
17-04-435-034-1114 (affects Unit 1906)  
17-04-435-034-1116 (affects Unit 1908)  
17-04-435-034-1117 (affects Unit 2001)  
17-04-435-034-1118 (affects Unit 2002)  
17-04-435-034-1119 (affects Unit 2003)  
17-04-435-034-1120 (affects Unit 2004)  
17-04-435-034-1121 (affects Unit 2005)  
17-04-435-034-1122 (affects Unit 2006)  
17-04-435-034-1123 (affects Unit 2007)  
17-04-435-034-1124 (affects Unit 2008)  
17-04-435-034-1125 (affects Unit 2101)  
17-04-435-034-1126 (affects Unit 2102)  
17-04-435-034-1127 (affects Unit 2103)  
17-04-435-034-1128 (affects Unit 2104)  
17-04-435-034-1129 (affects Unit 2105)  
17-04-435-034-1130 (affects Unit 2106)  
17-04-435-034-1131 (affects Unit 2107)  
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17-04-435-034-1133 (affects Unit 2201)  
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17-04-435-034-1138 (affects Unit 2206)  
17-04-435-034-1141 (affects Unit 2301)  
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17-04-435-034-1143 (affects Unit 2303)  
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17-04-435-034-1156 (affects Unit 2501)  
17-04-435-034-1157 (affects Unit 2502)  
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17-04-435-034-1159 (affects Unit 2504)  
17-04-435-034-1163 (affects Unit 2601)  
17-04-435-034-1164 (affects Unit 2602)  
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17-04-435-034-1190 (affects Unit 3001)  
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17-04-435-034-1200 (affects Unit 3106)  
17-04-435-034-1201 (affects Unit 3107)  
17-04-435-034-1202 (affects Unit GU-1)  
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17-04-435-034-1286 (affects Unit GU-86)  
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17-04-435-034-1359 (affects Unit GU-159)  
17-04-435-034-1360 (affects Unit GU-160)  
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17-04-435-034-1370 (affects Unit GU-176)  
17-04-435-034-1371 (affects Unit GU-177)  
17-04-435-034-1372 (affects Unit GU-178)  
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17-04-435-034-1420 (affects Unit GU-228)  
17-04-435-034-1421 (affects Unit GU-229)  
17-04-435-034-1424 (affects Unit GU-233)

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17-04-435-034-1425 (affects Unit GU-234)  
17-04-435-034-1432 (affects Unit GU-241)  
17-04-435-034-1433 (affects Unit GU-242)  
17-04-435-034-1434 (affects Unit GU-243)  
17-04-435-034-1435 (affects Unit GU-244)  
17-04-435-034-1438 (affects Unit GU-247)  
17-04-435-034-1439 (affects Unit GU-248)  
17-04-435-034-1440 (affects Unit GU-249)  
17-04-435-034-1441 (affects Unit GU-250)  
17-04-435-034-1442 (affects Unit GU-251)  
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17-04-435-034-1453 (affects Unit GU-262)  
17-04-435-034-1454 (affects Unit GU-263)  
17-04-435-034-1455 (affects Unit GU-264)  
17-04-435-034-1457 (affects Unit GU-266)  
17-04-435-034-1458 (affects Unit GU-267)  
17-04-435-034-1459 (affects Unit GU-268)  
17-04-435-034-1460 (affects Unit GU-269)  
17-04-435-034-1461 (affects Unit GU-270)  
17-04-435-034-1462 (affects Unit GU-271)  
17-04-435-034-1463 (affects Unit GU-272)  
17-04-435-034-1464 (affects Unit GU-273)  
17-04-435-034-1465 (affects Unit GU-274)  
17-04-435-034-1466 (affects Unit GU-275)  
17-04-435-034-1467 (affects Unit GU-276)  
17-04-435-034-1468 (affects Unit GU-277)  
17-04-435-034-1469 (affects Unit GU-278)  
17-04-435-034-1472 (affects Unit GU-281)  
17-04-435-034-1473 (affects Unit GU-282)  
17-04-435-034-1474 (affects Unit GU-283)  
17-04-435-034-1475 (affects Unit GU-284)  
17-04-435-034-1477 (affects Unit GU-286)  
17-04-435-034-1478 (affects Unit GU-287)  
17-04-435-034-1479 (affects Unit GU-288)  
17-04-435-034-1480 (affects Unit GU-289)  
17-04-435-034-1481 (affects Unit GU-290)  
17-04-435-034-1482 (affects Unit GU-291)  
17-04-435-034-1484 (affects Unit GU-295)  
17-04-435-034-1486 (affects Unit GU-298)  
17-04-435-034-1487 (affects Unit GU-299)  
17-04-435-034-1488 (affects Unit GU-300)  
17-04-435-034-1489 (affects Unit GU-301)  
17-04-435-034-1490 (affects Unit GU-302)

# UNOFFICIAL COPY

17-04-435-034-1491 (affects Unit GU-303)  
17-04-435-034-1492 (affects Unit GU-304)  
17-04-435-034-1493 (affects Unit GU-305)  
17-04-435-034-1494 (affects Unit GU-306)  
17-04-435-034-1495 (affects Unit GU-307)  
17-04-435-034-1496 (affects Unit GU-308)  
17-04-435-034-1497 (affects Unit GU-309)  
17-04-435-034-1498 (affects Unit GU-310)  
17-04-435-034-1499 (affects Unit GU-311)  
17-04-435-034-1500 (affects Unit GU-312)  
17-04-435-034-1501 (affects Unit GU-313)  
17-04-435-034-1502 (affects Unit GU-314)  
17-04-435-034-1503 (affects Unit GU-315)  
17-04-435-034-1504 (affects Unit GU-316)  
17-04-435-034-1505 (affects Unit GU-317)  
17-04-435-034-1506 (affects Unit GU-318)  
17-04-435-034-1507 (affects Unit GU-319)  
17-04-435-034-1508 (affects Unit GU-321)  
17-04-435-034-1509 (affects Unit GU-322)  
17-04-435-034-1510 (affects Unit GU-323)  
17-04-435-034-1511 (affects Unit GU-324)  
17-04-435-034-1512 (affects Unit GU-325)  
17-04-435-034-1513 (affects Unit GU-326)  
17-04-435-034-1514 (affects Unit GU-327)  
17-04-435-034-1515 (affects Unit GU-328)  
17-04-435-034-1516 (affects Unit GU-329)  
17-04-435-034-1517 (affects Unit GU-330)  
17-04-435-034-1518 (affects Unit GU-331)  
17-04-435-034-1519 (affects Unit GU-332)  
17-04-435-034-1520 (affects Unit GU-333)  
17-04-435-034-1521 (affects Unit GU-334)  
17-04-435-034-1522 (affects Unit GU-335)  
17-04-435-034-1523 (affects Unit GU-336)  
17-04-435-034-1524 (affects Unit GU-337)  
17-04-435-034-1525 (affects Unit GU-338)  
17-04-435-034-1526 (affects Unit GU-340)  
17-04-435-034-1527 (affects Unit GU-341)  
17-04-435-034-1231 (affects Unit GU-31)  
17-04-435-034-1232 (affects Unit GU-32)  
17-04-435-034-1307 (affects Unit GU-107)  
17-04-435-034-1308 (affects Unit GU-108)  
17-04-435-034-1378 (affects Unit GU-184)  
17-04-435-034-1379 (affects Unit GU-185)  
17-04-435-034-1436 (affects Unit GU-245)  
17-04-435-034-1248 (affects Unit GU-48)  
17-04-435-034-1404 (affects Unit GU-211)  
17-04-435-034-1419 (affects Unit GU-226)  
17-04-435-034-1452 (affects Unit GU-261)  
17-04-435-034-1483 (affects Unit GU-293)  
17-04-435-033-0000 (affects parcel 2)  
17-04-435-032-0000 (affects Parcel 4)