



17581274.2
08-04-14

Doc#: 1421841095 Fee: \$70.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/06/2014 03:46 PM Pg: 1 of 17

Prepared by and to be Returned to:

Alvin L. Kruse
Seyfarth Shaw LLP
131 South Dearborn Street
Suite 2400
Chicago, Illinois 60603

Permanent Tax Index Number:

17-09-262-023

Address of Premises:

20 West Kinzie Street
Chicago, Illinois

CM
-2
101041036

MEMORANDUM OF SEVENTH POST-ASSIGNMENT LOAN MODIFICATION AGREEMENT

Background

A. Pursuant to a Seventh Post-Assignment Loan Modification Agreement dated as of August 6, 2014 (the "Seventh Post-Assignment Modification"), DP LEASEHOLD (ILLINOIS), L.L.C., an Illinois limited liability company ("DP Leasehold" and the "Mortgagor"), ALTER FINANCIAL LIMITED PARTNERSHIP, an Illinois limited partnership ("AFLP" and the "Guarantor"), and BANK OF AMERICA, N.A., a national banking association ("Bank of America"), successor by merger to LaSalle Bank National Association, a national banking association ("LaSalle"), have made certain modifications and amendments to the following documents (collectively, the "Documents"), which encumber the real estate described in Exhibit A attached hereto and the personal property located thereon (the "Premises"):

(i) Amended and Restated Construction Loan Agreement dated as of July 27, 2004 (the "Loan Agreement"), by and among National Build to Suit Kinzie, L.L.C., a Delaware limited liability company ("NBTS Kinzie"), DP Leasehold, LaSalle and U.S. Bank National Association, a national banking association ("U.S. Bank"), successor in interest to Firststar Bank, National Association, successor in interest to Mercantile Bank National Association.

(ii) Amended and Restated Construction Loan Mortgage Note dated July 27, 2004, which was re-executed as of July 27, 2011 (the "Note"), from NBTS Kinzie and

UNOFFICIAL COPY

DP Leasehold to LaSalle, on its own behalf and in its capacity as collateral agent for itself and U.S. Bank.

(iii) Construction Loan Mortgage and Security Agreement dated as of June 1, 1999 (the "**Mortgage**"), from NBTS Kinzie to American National Bank and Trust Company of Chicago, a national banking association, and its successor by merger, Bank One, N.A. (for convenience, both of said banks being referred to herein as "**Bank One**"), on its own behalf and in its capacity as collateral agent for itself, LaSalle and U.S. Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on July 21, 1999, as Document No. 99696961.

(iv) Construction Loan Assignment of Rents and Leases dated as of June 1, 1999 (the "**Assignment of Rents**"), from NBTS Kinzie to Bank One, on its own behalf and in its capacity as collateral agent for itself, LaSalle and U.S. Bank recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on July 21, 1999, as Document No. 99696962.

(v) Assignment of Plans, Permits and Contracts dated as of June 1, 1999, from NBTS Kinzie to Bank One, on its own behalf and in its capacity as collateral agent for LaSalle and U.S. Bank.

(vi) Construction Loan Indemnity Agreement dated as of June 1, 1999 (the "**Indemnity Agreement**"), from NBTS Kinzie, the Guarantor and William A. Alter ("**Alter**") to LaSalle, U.S. Bank and Bank One.

(vii) Amended and Restated Construction Loan Guaranty of Payment and Performance dated as of July 27, 2009 (the "**Guaranty**"), from the Guarantor to Bank of America, on its own behalf and in its capacity as Agent.

(viii) All of the other Loan Documents (as defined in the Loan Agreement).

B. North Star Trust Company, an Illinois corporation, not personally, but solely as Trustee under Trust Agreement dated January 1, 1999, and known as Trust Number 99-2131 ("**North Star**"), with the consent of Bank One, LaSalle and U.S. Bank, conveyed its interest in the Premises to its sole beneficiary, DP Leasehold, by a Trustee's Deed dated December 27, 2002, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on January 2, 2003, as Document No. 0030004474, which deed was by its terms subject to the Mortgage and the Assignment of Rents, and by virtue of such conveyance, North Star is no longer considered by the parties to the Seventh Post-Assignment Modification to be a party to the Documents.

C. Bank One transferred and assigned its interest in the Documents to LaSalle and U.S. Bank by the Agreement for Assignment of Interest in Loan (Including Assignment of Mortgage and Assignment of Rents) dated as of July 27, 2004, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on July 27, 2004, as Document No. 0420910172 (the "**First Assignment Agreement**").

D. Prior to the execution, delivery and recording of the First Assignment Agreement, the Documents were modified and amended by a series of agreements recorded in, or referred to

UNOFFICIAL COPY

in documents recorded in, the Office of the Recorder of Deeds of Cook County, Illinois (the "**Pre-Assignment Modifications**"), which Pre-Assignment Modifications are described in the First Assignment Agreement.

E. One of the Pre-Assignment Modifications was a Second Modification and Assumption Agreement dated as of July 1, 2002, by and among NBTS Kinzie, AFLP, Alter, North Star, DP Leasehold, Bank One, LaSalle and U.S. Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on October 7, 2002, as Document No. 0021096352, pursuant to which DP Leasehold assumed and became an additional obligor under the Documents. Subsequently, NBTS Kinzie merged with and into the Mortgagor and the obligations of NBTS Kinzie under the Documents became obligations of the Mortgagor, and the Ground Lease (as defined in the Documents) was terminated, all of which was approved by the Second Post-Assignment Loan Modification Agreement which is described in paragraph F below.

F. Subsequent to the execution, delivery and recording of the First Assignment Agreement, the Documents have been modified and amended by the following documents (the "**Prior Post-Assignment Modifications**"): (i) First Post-Assignment Loan Modification Agreement dated as of July 27, 2004, by and among NBTS Kinzie, the Guarantor, DP Leasehold, LaSalle and U.S. Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on July 27, 2004, as Document No. 0420910173, pursuant to which, among other things, the Loan Agreement and the Note were executed and delivered and Alter was released as a party to the Indemnity Agreement and the Construction Loan Guaranty of Payment and Performance dated as of June 1, 1999, from the Guarantor and Alter to Bank One, on its own behalf and in its capacity as collateral agent for itself, LaSalle and U.S. Bank; (ii) the Second Post-Assignment Loan Modification Agreement dated as of November 4, 2005, by and among NBTS Kinzie, the Guarantor, DP Leasehold, LaSalle and U.S. Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on December 13, 2005, as Document No. 0534745093; (iii) the Third Post-Assignment Loan Modification Agreement dated as of December 7, 2006, by and among DP Leasehold, the Guarantor, LaSalle and U.S. Bank, a Memorandum of which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on December 8, 2006, as Document No. 0634226128; (iv) the Fourth Post-Assignment Loan Modification Agreement dated as of July 27, 2007, by and among DP Leasehold, the Guarantor, U.S. Bank and LaSalle, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on January 4, 2008, as Document No. 0800434113; (v) the Fifth Post-Assignment Loan Modification Agreement dated as of July 27, 2009 (the "**Fifth Post-Assignment Modification**"), by and among DP Leasehold, the Guarantor, Bank of America and U.S. Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on September 2, 2009, as Document No. 0924518078; and (vi) the Sixth Post-Assignment Loan Modification Agreement with an Effective Date of July 27, 2011 (the "**Sixth Post-Assignment Modification**"), by and among DP Leasehold, the Guarantor, Bank of America and U.S. Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on September 23, 2011, as Document No. 1126610053.

G. All of the documents pursuant to which such modifications, amendments, transfers and assignments were made are referred to herein collectively as the "**Previous Modifications**").

UNOFFICIAL COPY

H. U.S. Bank transferred and assigned its interest in the Loan and the Documents to Bank of America by the Agreement for Assignment of Interest in Loan of even date with the Seventh Post-Assignment Modification (the "Second Assignment Agreement").

Modification Provisions

The Mortgagor, the Guarantor and the Lender hereby confirm that the Seventh Post-Assignment Modification contains the following provisions, among others:

1. All capitalized terms used and not otherwise defined in the Seventh Post-Assignment Modification shall have the meanings set forth in the Loan Agreement, as modified, amended, transferred and assigned by Previous Modifications.

2. Effective as of the date of the Seventh Post-Assignment Modification, after giving effect to the Second Assignment Agreement, the sole Lender under the Documents, as modified, amended, transferred and assigned by Previous Modifications, is Bank of America, and all references in the Documents, as modified, amended, transferred and assigned by Previous Modifications, to the "Lenders" shall be deemed to be references to Bank of America, and all references in the Documents, as modified, amended, transferred and assigned by Previous Modifications, to U.S. Bank as a Lender are eliminated. The interest of Bank of America in the Loan is 100%. All of the Document, as modified, amended, transferred and assigned by Previous Modifications, are modified and amended to incorporate the foregoing provisions of this paragraph.

3. Without limitation on the generality of the provisions of paragraph 2 above, each of the Documents referred to below, each as modified, amended, transferred and assigned by Previous Modifications, is modified and amended as stated below:

(i) The defined term "Lenders" in Section 1.1 of the Loan Agreement is modified and amended in its entirety to read as follows:

"Lenders" and "Lender" mean Bank of America, N.A., a national banking association, on its own behalf as owner of 100% of the interest in the Loan.

(ii) The Mortgage is modified and amended to provide that the Mortgagee under the Mortgage is Bank of America on its own behalf as owner of 100% of the interest in the Loan.

(iii) The Note is modified and amended to provide (A) that the payee of the Note is Bank of America on its own behalf as owner of 100% of the interest in the Loan, and (B) that the references in the Note to the "Bank" are references to Bank of America on its own behalf as owner of 100% of the interest in the Loan.

(iv) The Assignment of Rents is modified and amended to provide (A) that the party that is entitled to the rights and benefits under the Assignment of Rents is Bank of America on its own behalf as owner of 100% of the interest in the Loan, and (B) that the

UNOFFICIAL COPY

references in the Assignment of Rents to the "Mortgagee" are references to Bank of America on its own behalf as owner of 100% of the interest in the Loan.

4. The maturity date of the Loan and the Note, as previously extended by the Previous Modifications, is extended from August 5, 2014, to August 5, 2017, and all of the Documents, as modified, amended, transferred and assigned by the Previous Modifications, are modified and amended accordingly. Without limitation on the generality of the foregoing provisions, the last sentence of Section 2.1(b) of the Loan Agreement, as modified, amended, transferred and assigned by the Previous Modifications, is modified and amended in its entirety to read as follows: "All of the unpaid principal of and accrued and unpaid interest on the Loan and the Note shall be due and payable on August 5, 2017, subject to extension to August 5, 2018, as provided in Section 2.8 of the Seventh Post-Assignment Modification".

5. The Loan Amount and the Lenders' commitment under the Loan Agreement were reduced to \$35,318,718.61 pursuant to the Fifth Post-Assignment Modification. The parties acknowledge and agree that as of the date of the Seventh Post-Assignment Modification, the principal balance outstanding on the Loan and the Note is \$31,718,718.61. The Loan Amount and the Lender's commitment under the Loan Agreement, as previously reduced by the Fifth Post-Assignment Modification, are increased to \$46,000,000, and all of the Documents, as modified, amended, transferred and assigned by the Previous Modifications, are modified and amended accordingly. Without limitation on the generality of the foregoing provisions of this paragraph, the amount "\$35,318,718.61" is changed to "\$46,000,000" each time it appears in the Documents, as modified, amended, transferred and assigned by the Previous Modifications, in reference to the Loan Amount and the Lender's commitment under the Loan Agreement.

6. As a result of the foregoing increase in the Loan Amount, the undisbursed amount of the Loan is \$14,281,281.39 (the "Loan Increase") (being \$46,000,000 minus the \$31,718,718.61 of principal outstanding on the Loan on the date of the Seventh Post-Assignment Modification). The Loan Increase shall be disbursed by the Lender as is provided in the Seventh Post-Assignment Modification.

7. Section 3.1 of the Mortgage, as modified, amended, transferred and assigned by the Previous Modifications, is modified and amended in its entirety to read as follows effective as of the date of the Seventh Post-Assignment Modification, with the existing provisions of Section 3.1 of the Mortgage to continue to be effective for periods prior to the date of the Seventh Post-Assignment Modification:

Section 3.1. Leases.

(a) The Mortgagor agrees (i) except for "No Consent Leases" (as defined in paragraph (b) below), that it will not enter into any lease of the Premises or any portion thereof without the prior written consent of the Mortgagee; (ii) that it will at all times duly perform and observe all of the terms, provisions, conditions and agreements on its part to be performed and observed under any and all leases of the Premises or any portion thereof, and shall not suffer or permit any Default or Event of Default on the part of the lessor to exist thereunder; (iii) that it will not agree or consent to, or suffer or permit, any

UNOFFICIAL COPY

termination, modification, amendment or assignment of, or any sublease under, any lease of the Premises or any portion thereof without the prior written consent of the Mortgagee; and (iv) except for security deposits not to exceed one month's rent for any one lessee, that it will not collect any rent for more than one month in advance of the date same is due. Unless otherwise approved by the Mortgagee, all leases of space in the Premises shall be prepared on a lease form approved by the Mortgagee. Each request by the Mortgagor for consent to any leasing matter for which consent is required pursuant to the provisions of this paragraph shall be accompanied by (i) a written summary of the material business and financial terms of the lease or other such leasing matter for which consent is being requested, and (ii) in the case of all such leasing matters other than lease terminations, to the extent the same is available to the Mortgagor, a copy of the then most current financial information obtained by the Mortgagor concerning the tenant, subtenant or assignee, as the case may be. Any consent or approval referred to in this Section 3.1 shall be deemed to have been given as of seven business days following the receipt by the Mortgagee of the Mortgagor's request therefor conforming to the requirements set forth above in the event that the Mortgagee has not responded to such request within such time period. Nothing herein contained shall be deemed to obligate the Mortgagee to perform or discharge any obligation, duty or liability of the lessor under any lease of the Premises, and the Mortgagor shall and does hereby indemnify and hold the Mortgagee harmless from any and all liability, loss or damage which the Mortgagee may or might incur under any leases of the Premises or by reason of the Assignment of Rents; and any and all such liability, loss or damage incurred by the Mortgagee, together with the costs and expenses, including reasonable attorneys' fees, incurred by the Mortgagee in the defense of any claims or demands therefor (whether successful or not), shall be so much additional indebtedness secured by this Mortgage, and the Mortgagor shall reimburse the Mortgagee therefor on demand.

(b) For purposes of this Section 3.1, the term "No Consent Lease" means a lease of the Premises which satisfies the following conditions: (i) the lease is of less than 15,000 square feet of space in the Premises; (ii) the lease is for an initial term of not less than five years excluding any renewal option terms; (iii) subject to any rent abatements permitted under clause (iv) below, the lease provides for annual net rental per square foot of space leased of not less than \$25.00 during each year of the term thereof; (iv) the lease provides for rent abatements not exceeding one month multiplied by the number of years in the initial term of the lease excluding any renewal option terms; (v) the tenant improvement costs and allowances to be paid or granted by the Mortgagor under the terms of the lease, if any, do not exceed an amount equal to \$45 multiplied by the number of square feet of space leased under the lease; and (vi) the leasing commissions to be paid by the Mortgagor in connection with the lease, if any, do not exceed an amount equal to \$1.75 multiplied by the number of square feet of space leased under the lease, and multiplied by the number of years in the initial term of the lease excluding any renewal option terms.

UNOFFICIAL COPY

8. In order to provide for certain of the matters referred to in the Seventh Post-Assignment Modification, on the date of the execution and delivery of the Seventh Post-Assignment Modification, the Mortgagor shall execute and deliver to the Lender a Second Amended and Restated Construction Loan Mortgage Note dated as of the date of the Seventh Post-Assignment Modification (the "**Second Amended Note**"). After the execution of the Second Amended Note, all references in the Documents as modified, amended, transferred and assigned by the Previous Modifications, to the "Note" shall be deemed to be references to the Second Amended Note, and all of the Documents as modified, amended, transferred and assigned by the Previous Modifications, are modified and amended accordingly.

9. Section 2.1 of the Mortgage, as most recently modified and amended in its entirety pursuant to Section 7 of the Sixth Post-Assignment Modification, is modified and amended in its entirety to read as follows effective as of the date of the Seventh Post-Assignment Modification:

Section 2.1. Payment of Indebtedness. The Mortgagor covenants and agrees that it will pay when due the principal of and interest on the indebtedness hereby secured evidenced by the Note, all other sums which may become due pursuant thereto or hereto, and all other indebtedness hereby secured as described in the foregoing granting clauses of this Mortgage, including, but not limited to, all charges, fees and all other sums to be paid by the Mortgagor as provided in the Loan Documents, and that it will duly and punctually perform, observe and comply with all of the terms, provisions and conditions herein and in the other Loan Documents provided to be performed and observed by the Mortgagor. The Note, which is hereby incorporated into this Mortgage by reference with the same effect as if set forth in full herein, is in the principal amount of \$46,000,000 and, except as otherwise provided below and in Section 2.1 of the Loan Agreement, bears interest at a variable rate based on the British Bankers Association LIBOR Rate, as published by Reuters (or other commercially available source providing quotations of such rate as selected by the Mortgagee from time to time) as determined for each day on which the Mortgagee is open for the conduct of commercial banking business in Chicago, Illinois, all on and subject to the terms and conditions set forth in the Loan Agreement, subject to the interest being converted to interest at a variable rate based on the Mortgagee's prime rate of interest from time to time in effect under certain circumstances as provided in the Loan Agreement. Such interest shall be paid in arrears on the 10th day of each month. All of the unpaid principal of and accrued and unpaid interest on the Note shall be due and payable on August 5, 2017, subject to extension to August 5, 2018, on the terms provided in the Loan Agreement.

10. The amount "\$115,100,000" on page 3 of the Mortgage is changed to "\$92,000,000" effective as of the date of the Seventh Post-Assignment Modification.

11. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as previously modified, amended, transferred and assigned by the Previous Modifications and as expressly modified and amended in the Seventh Post-Assignment Modification. In order to induce the Lender to enter into the Seventh Post-Assignment

UNOFFICIAL COPY

Modification, the Mortgagor and the Guarantor (i) confirm and reaffirm all of their obligations under the Documents, as previously modified, amended, transferred and assigned by the Previous Modifications and as modified and amended herein; (ii) acknowledge and agree that the Lender, by entering into the Seventh Post-Assignment Modification, does not waive any existing or future default or event of default under any of the Documents, or any rights or remedies under any of the Documents, except as expressly provided in the Seventh Post-Assignment Modification; (iii) acknowledge and agree that the Lender has not heretofore waived any default or event of default under any of the Documents, or any rights or remedies under any of the Documents; and (iv) acknowledge and agree that they do not have any defense, setoff or counterclaim to the payment or performance of any of their obligations under, or to the enforcement by the Lender of, the Documents, as previously modified, amended, transferred and assigned by the Previous Modifications and as modified and amended in the Seventh Post-Assignment Modification, including, without limitation, any defense, setoff or counterclaim based on the covenant of good faith and fair dealing. All references in the Documents to any one or more of the Documents, or to the "Loan Documents," shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as previously modified, amended, transferred and assigned by the Previous Modifications and as modified and amended by the Seventh Post-Assignment Modification. Electronic records of executed documents maintained by the Lender shall be deemed to be originals thereof.

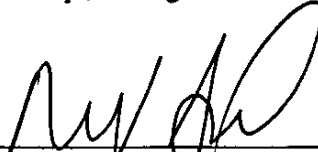
**[SIGNATURE PAGE(S) AND EXHIBIT(S),
IF ANY, FOLLOW THIS PAGE]**

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have executed this instrument as of August 6, 2014.

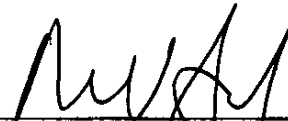
DP LEASEHOLD (ILLINOIS), L.L.C.

By 18-Chai Corp., Manager

By  _____
Ronald F. Siegel, Vice President

ALTER FINANCIAL LIMITED PARTNERSHIP

By PFA, Inc., General Partner

By  _____
Ronald F. Siegel, Vice President

**BANK OF AMERICA, N.A., Successor by Merger to
LaSalle Bank National Association**

By _____
Katie Lutostanski, Senior Vice President

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have executed this instrument as of August 6, 2014.

DP LEASEHOLD (ILLINOIS), L.L.C.

By 18-Chai Corp., Manager

By _____
Ronald F. Siegel, Vice President

ALTER FINANCIAL LIMITED PARTNERSHIP

By PFA, Inc., General Partner

By _____
Ronald F. Siegel, Vice President

**BANK OF AMERICA, N.A., Successor by Merger to
LaSalle Bank National Association**

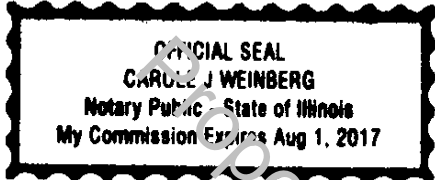
By Katie Lutostanski
Katie Lutostanski, Senior Vice President

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

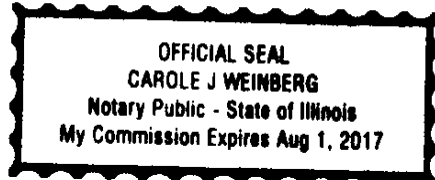
The foregoing instrument was acknowledged before me this 4th day of August, 2014, by Ronald F. Siegel, Vice President of 18-Chai Corp., an Illinois corporation, Manager of DP Leasehold (Illinois), L.L.C., an Illinois limited liability company, on behalf of said corporation and said limited liability company.



Carole J. Weinberg
Printed Name: CAROLE J. WEINBERG
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

The foregoing instrument was acknowledged before me this 4th day of August, 2014, by Ronald F. Siegel, Vice President of PFA, Inc., an Illinois corporation, General Partner of Alter Financial Limited Partnership, an Illinois limited partnership, on behalf of said corporation and said limited liability company.

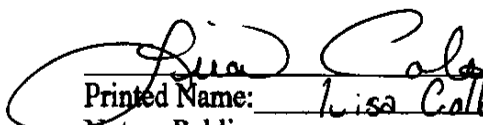


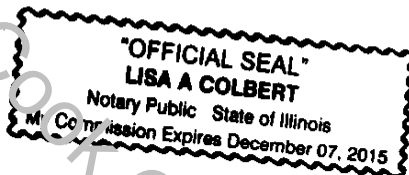
Carole J. Weinberg
Printed Name: CAROLE J. WEINBERG
Notary Public

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

The foregoing instrument was acknowledged before me this 4 day of August, 2014, by Katie Lutostanski, Senior Vice President of Bank of America, N.A., a national banking association, Successor by Merger to LaSalle Bank National Association, on behalf of the association.


 Printed Name: Lisa Colbert
 Notary Public



Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 4.07 CHICAGO CITY DATUM, COOK COUNTY, ILLINOIS.

ALSO TOGETHER WITH;

LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 16.12 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 4.07 CHICAGO CITY DATUM

(EXCEPT FROM THE ABOVE THAT PART THEREOF DESCRIBED AS FOLLOWS:

HOTEL PARCEL B2: THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 16.12 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 4.07 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'54" EAST, ALONG THE SOUTH LINE THEREOF, 165.59 FEET; THENCE NORTH 00°00'06" EAST, 36.24 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'26" EAST, 21.89 FEET; THENCE SOUTH 89°59'52" EAST, 8.62 FEET; THENCE SOUTH 00°06'26" WEST, 21.89 FEET; THENCE NORTH 89°59'52" WEST, 8.62 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS

ALSO TOGETHER WITH;

THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 40.34 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 16.12 CHICAGO CITY DATUM

(EXCEPT FROM THE ABOVE THAT PART THEREOF DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 40.34 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 16.12 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY

UNOFFICIAL COPY

PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'54" EAST, ALONG THE SOUTH LINE THEREOF, 221.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00° 06' 26" EAST, 5.64 FEET; THENCE NORTH 89° 59' 22" WEST, 2.24 FEET; THENCE NORTH 00°06'26" EAST, 23.15 FEET; THENCE SOUTH 89°53'34" EAST, 0.50 FEET; THENCE NORTH 00°06'26" EAST, 7.36 FEET; THENCE SOUTH 89°53'34" EAST, 1.14 FEET; THENCE NORTH 00°06'26" EAST, 2.16 FEET; THENCE NORTH 89°53'34" WEST, 2.00 FEET; THENCE NORTH 44°53'34" WEST, 11.21 FEET; THENCE NORTH 89°53'34" WEST, 21.58 FEET; THENCE SOUTH 45°06'26" WEST, 4.93 FEET; THENCE SOUTH 00°06'26" WEST, 3.83 FEET; THENCE NORTH 89°53'34" WEST, 3.53 FEET; THENCE SOUTH 00°06'26" WEST, 2.40 FEET; THENCE NORTH 89°53'34" WEST, 8.59 FEET; THENCE SOUTH 00°06'26" WEST, 0.42 FEET; THENCE NORTH 89°59'22" WEST, 9.06 FEET; THENCE NORTH 00°06'26" EAST, 21.91 FEET; THENCE SOUTH 89°59'22" EAST, 8.48 FEET; THENCE NORTH 00°06'26" EAST, 3.73 FEET; THENCE SOUTH 89°53'34" EAST, 1.82 FEET; THENCE NORTH 00°06'26" EAST, 7.18 FEET; THENCE SOUTH 89°53'34" EAST, 7.26 FEET; THENCE SOUTH 01°13'39" EAST, 11.39 FEET; THENCE SOUTH 89°53'34" EAST, 3.13 FEET; THENCE SOUTH 44°38'53" EAST, 5.47 FEET; THENCE SOUTH 89°53'34" EAST, 13.02 FEET; THENCE NORTH 00°06'26" EAST, 15.18 FEET; THENCE SOUTH 89°53'34" EAST, 16.68 FEET; THENCE SOUTH 00°06'26" WEST, 6.90 FEET; THENCE SOUTH 89°53'34" EAST, 11.28 FEET; THENCE SOUTH 00°06'26" WEST, 0.63 FEET; THENCE SOUTH 89°53'34" EAST, 2.51 FEET; THENCE NORTH 00°06'26" EAST, 0.61 FEET; THENCE SOUTH 89°53'34" EAST, 11.25 FEET; THENCE SOUTH 00°06'26" WEST, 8.58 FEET; THENCE NORTH 89°53'34" WEST, 1.59 FEET; THENCE SOUTH 00°06'26" WEST, 1.18 FEET; THENCE SOUTH 89°53'34" EAST, 1.64 FEET; THENCE SOUTH 00°06'26" WEST, 13.92 FEET; THENCE NORTH 89°53'34" WEST, 1.65 FEET; THENCE SOUTH 00°06'26" WEST, 1.64 FEET; THENCE SOUTH 89°53'34" EAST, 1.15 FEET; THENCE SOUTH 00°06'26" WEST, 7.40 FEET; THENCE SOUTH 89°53'34" EAST, 0.48 FEET; THENCE SOUTH 00°06'26" WEST, 14.21 FEET; THENCE NORTH 89°53'34" WEST, 2.99 FEET; THENCE SOUTH 00°06'26" WEST, 7.05 FEET; THENCE SOUTH 89°53'34" EAST, 2.96 FEET; THENCE SOUTH 00°06'30" WEST, 2.25 FEET; THENCE NORTH 89°59'22" WEST, 0.28 FEET; THENCE SOUTH 00° 06' 26" WEST, 5.64 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE NORTH 89° 59' 54" WEST ALONG SAID SOUTH LINE 22.49 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

ALSO TOGETHER WITH;

LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 107.81 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 40.34 CHICAGO CITY DATUM

(EXCEPT FROM THE ABOVE THAT PART THEREOF DESCRIBED AS FOLLOWS: THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14,

UNOFFICIAL COPY

EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 107.81 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 40.34 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'54" EAST, ALONG THE SOUTH LINE THEREOF, 81.28 FEET; THENCE NORTH 00°00'06" EAST, 1.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'26" EAST, 5.78 FEET; THENCE NORTH 89°53'47" WEST, 11.65 FEET; THENCE NORTHWESTERLY 86.26 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 30.81 FEET, CONVEX SOUTHWESTERLY, AND WHOSE CHORD BEARS NORTH 45°10'00" WEST A DISTANCE OF 60.72 FEET; THENCE NORTH 00°03'58" EAST, 12.14 FEET; THENCE NORTH 89°56'02" WEST, 5.73 FEET; THENCE NORTH 00°03'58" EAST, 36.59 FEET; THENCE SOUTH 89°53'47" EAST, 247.43 FEET; THENCE SOUTH 00°06'26" WEST, 96.94 FEET; THENCE NORTH 89°59'22" WEST, 186.88 FEET TO THE POINT OF BEGINNING);

TOGETHER WITH

THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 107.81 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 40.34 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT, THENCE SOUTH 89°59'54" EAST, ALONG THE SOUTH LINE THEREOF, 90.14 FEET; THENCE NORTH 00°00'06" EAST, 36.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'23" EAST, 27.04 FEET; THENCE SOUTH 89°59'37" EAST, 33.40 FEET; THENCE SOUTH 00°00'23" WEST, 19.79 FEET; THENCE NORTH 89°59'37" WEST, 9.23 FEET; THENCE SOUTH 00°00'23" WEST, 5.38 FEET; THENCE NORTH 89°59'37" WEST, 0.55 FEET; THENCE SOUTH 00°00'23" WEST, 1.87 FEET; THENCE NORTH 89°59'37" WEST, 23.62 FEET TO THE POINT OF BEGINNING; ALSO,

THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 107.81 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 40.34 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'54" EAST, ALONG THE SOUTH LINE THEREOF, 134.53 FEET; THENCE NORTH 00°00'06" EAST, 36.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'23" EAST, 27.04 FEET; THENCE SOUTH 89°59'37" EAST, 10.69 FEET; THENCE SOUTH 00°00'23" WEST, 5.41 FEET; THENCE SOUTH 89°59'37" EAST, 8.41 FEET; THENCE SOUTH 00°00'23" WEST, 21.63 FEET; THENCE NORTH 89°59'37" WEST, 19.10 FEET TO THE POINT OF BEGINNING; ALSO,

UNOFFICIAL COPY

THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 107.81 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 40.34 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'54" EAST, ALONG THE SOUTH LINE THEREOF, 175.25 FEET; THENCE NORTH 00°00'06" EAST, 37.86 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'23" EAST, 18.31 FEET; THENCE NORTH 89°59'37" WEST, 3.21 FEET; THENCE NORTH 41°32'13" WEST, 2.11 FEET; THENCE NORTH 89°59'37" WEST, 4.93 FEET; THENCE NORTH 00°00'23" EAST, 5.27 FEET; THENCE SOUTH 89°59'37" EAST, 7.86 FEET; THENCE SOUTH 00°00'23" WEST, 1.89 FEET; THENCE SOUTH 89°59'37" EAST, 6.89 FEET; THENCE SOUTH 00°00'23" WEST, 0.88 FEET; THENCE SOUTH 89°59'37" EAST, 4.26 FEET; THENCE SOUTH 00°00'23" WEST, 5.41 FEET; THENCE NORTH 89°59'37" WEST, 0.97 FEET; THENCE SOUTH 00°00'23" WEST, 16.98 FEET; THENCE NORTH 89°59'37" WEST, 8.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO TOGETHER WITH;

LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 134.76 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 107.81 CHICAGO CITY DATUM

(EXCEPT FROM THE ABOVE THAT PART THEREOF DESCRIBED AS FOLLOWS:

HOTEL PARCEL 3-1: THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 134.76 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 107.81 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'54" EAST, ALONG THE SOUTH LINE THEREOF, 165.81 FEET; THENCE NORTH 00°00'06" EAST, 36.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'23" EAST, 21.67 FEET; THENCE SOUTH 89°59'37" EAST, 9.40 FEET; THENCE SOUTH 00°00'23" WEST, 21.67 FEET; THENCE NORTH 89°59'37" WEST, 9.40 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

ALSO TOGETHER WITH;

LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION

UNOFFICIAL COPY

148.28 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 134.76 CHICAGO CITY DATUM

(EXCEPT FROM THE ABOVE THAT PART THEREOF DESCRIBED AS FOLLOWS:

HOTEL PARCEL 4-1: THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 148.28 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 134.76 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'54" EAST, ALONG THE SOUTH LINE THEREOF, 165.46 FEET; THENCE NORTH 00°00'06" EAST, 35.96 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'23" EAST, 27.25 FEET; THENCE SOUTH 89°53'47" EAST, 9.80 FEET; THENCE SOUTH 00°00'23" WEST, 27.25 FEET; THENCE NORTH 89°53'47" WEST, 9.80 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

ALSO TOGETHER WITH;

LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING ABOVE ELEVATION 148.28 CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.