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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Doc#: 1424716063 Fee: \$88.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/04/2014 02:38 PM Pg: 1 of 26

140313300496

3/3

Report Mortgage Fraud  
800-532-8785

The property identified as:

**PN:** 17-10-132-042-0000

**Address:**

**Street:** 405 N Wabash Avenue

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60611

**Lender:** Triumph Community Bank, N.A.

**Borrower:** 405 LT, LLC

**Loan / Mortgage Amount:** \$2,200,000.00

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

S  
P  
S  
SC  
INT

Attorneys' Title Guaranty Fund, Inc.  
1 S. Wacker Pk. STE 2400  
Chicago, IL 60606-4650  
Title Search Department

**Certificate number:** 6429C1FD-473F-423A-858A-96C0164256C5

**Execution date:** 08/06/2014

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Prepared by

Catherine E. Hult  
Lane & Waterman LLP  
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Return to:

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**MORTGAGE, SECURITY  
AGREEMENT, ASSIGNMENT  
OF RENTS AND LEASES AND  
FIXTURE FILING**

**MORTGAGOR: 405 LT, LLC**

**MORTGAGEE: TRIUMPH COMMUNITY BANK, N.A.**

Legal Description: Exhibit A

Property of Cook County Clerk's Office

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## MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

**THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING** (this "Mortgage") shall be effective as of August 1, 2014 by 405 LT, LLC, an Illinois limited liability company, whose address is 405 Wabash Avenue, Suite P2N; Chicago, IL 60611-3531, the "Mortgagor"), to **TRIUMPH COMMUNITY BANK, N.A.** ("Mortgagee") having an address at 852 Middle Road, Bettendorf, Iowa 52722.

### RECITALS:

WHEREAS, pursuant to that certain Loan Agreement, dated as of the date hereof, between Thomas Rudbeck III and Mortgagee, the Mortgagee has agreed to make certain loans upon the terms and subject to the conditions set forth therein;

WHEREAS, Mortgagor is the owner and holder of fee simple title in and to all of the real estate described in Exhibit A attached hereto (the "Mortgaged Property");

WHEREAS, the Loan Agreement evidences certain indebtedness, including a Real Estate Term Loan Note from Thomas Rudbeck III in the amount of Two Million Two Hundred Thousand Dollars (\$2,200,000.00);

WHEREAS, it is a condition precedent to the obligation of the Mortgagee to make the Real Estate Term Loan under the Loan Agreement that the Mortgagor shall have executed and delivered this Mortgage to Mortgagee;

WHEREAS, Mortgagor will obtain benefits from the incurrence of the Real Estate Term Loan and desires to execute this instrument to satisfy the condition precedent; and

NOW, THEREFORE, in consideration of the premises and to induce the Mortgagee to enter into the Loan Agreement and to induce the Mortgagee to make the Real Estate Term Loan thereunder, Mortgagor hereby agrees as follows:

### ARTICLE 1

#### DEFINITIONS

**Section 1.1** Definitions. Unless otherwise defined herein, capitalized terms shall have the meanings given to them in the Loan Agreement.

"Indebtedness": shall mean all indebtedness under the Real Estate Term Loan and all other obligations, indebtedness and liabilities now or hereafter existing of any kind of Thomas Rudbeck III or Mortgagor to Mortgagee under documents which recite that they are intended to be secured by this Mortgage

"Mortgaged Property": All of Mortgagor's right, title and interest in and to (1) the Land, together with any greater estate therein as hereafter may be acquired by Mortgagor,

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including all minerals, mineral rights, limestone or other quarry deposits, oil, coal, ore, gas or other deposits of any kind or nature before extraction and further including crops grown, growing or to be grown, even if the crops are produced on trees, vines or bushes (the "Crops"), (2) all improvements now owned or hereafter acquired by Mortgagor, now or at any time situated, placed or constructed upon the Land (the "Improvements"; the Land and Improvements are collectively referred to as the "Premises"), (3) all materials, supplies, equipment, fixtures, apparatus and other items of personal property now owned or hereafter acquired by Mortgagor, now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the "Fixtures"), (4) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits (the "Leases"), (5) all of the rents, revenues, royalties, income, proceeds, profits, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property (the "Rents"), (6) all other agreements, to the extent transferable, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property (the "Property Agreements"), (7) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, (8) all property tax refunds payable with respect to the Mortgaged Property (the "Tax Refunds"), (9) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the "Proceeds"), (10) all insurance policies, unearned premiums therefore and proceeds from such policies covering any of the above property now or hereafter acquired by Mortgagor (the "Insurance"), and (11) all awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to any condemnation or other taking (or any purchase in lieu thereof) of all or any portion of the Land, Improvements, Fixtures or Personalty (the "Condemnation Awards").

## ARTICLE 2

### GRANT

**Section 2.1** Grant. To secure the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Indebtedness, Mortgagor GRANTS, MORTGAGES, BARGAINS, ASSIGNS, SELLS, CONVEYS, WARRANTS and CONFIRMS, to Mortgagee and its successors and assigns (for the benefit of the Lender) forever and grants to Mortgagee and its successors and assigns (for the benefit of the Lender) a continuing security interest in and to all of the Mortgaged Property, subject, however, only to Permitted Liens.

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## ARTICLE 3

### WARRANTIES, REPRESENTATIONS AND COVENANTS

Mortgagor warrants, represents and covenants to Mortgagee as follows:

**Section 3.1** Title to Mortgaged Property and Lien of this Instrument. Mortgagor owns good and marketable title to its respective Mortgaged Property, free and clear of any liens, claims or interests, except Permitted Liens. This Mortgage creates a valid, enforceable first priority lien and security interest against the Mortgaged Property.

**Section 3.2** Lien Status. Mortgagor shall preserve and protect the lien and security interest status of this Mortgage, the Loan Agreement, and Real Estate Term Loan Promissory Note. If any lien or security interest other than a Permitted Lien is asserted against the Mortgaged Property, Mortgagor shall promptly, and at its expense, (a) give Mortgagee a detailed written notice of such lien or security interest (including origin, amount and other terms), and (b) pay the underlying claim in full or take such other action so as to cause it to be released or contest the same in compliance with the requirements of the Loan Agreement.

**Section 3.3** Payment and Performance. Mortgagor shall ensure the payment and performance of the Indebtedness in full when the Indebtedness is required to be paid or performed.

**Section 3.4** Replacement of Fixtures and Personalty. Mortgagor shall not, without the prior written consent of Mortgagee, permit any of the Fixtures owned or leased by Mortgagor to be removed at any time from the Land or Improvements, unless the removed item is removed temporarily for maintenance and repair or is permitted to be removed pursuant to the terms of the Loan Agreement or otherwise allowed.

**Section 3.5.** Inspection. Mortgagor shall from time to time permit the Lender, or any agents or representatives thereof, within two Business Days after written notification of the same (except that during the continuance of an Event of Default, no such notice shall be required) to (a) examine and make copies of and abstracts from the records and books of account of Mortgagor and (b) visit the Mortgaged Property; provided, however any agent or representative of Mortgagor shall have the right but not the obligation to accompany such visits and examinations and the same shall be performed in a manner as to minimize the disruption to the use and operation of the Mortgaged Property.

**Section 3.6** Insurance; Condemnation Awards and Insurance Proceeds.

(a) Insurance. Mortgagor shall maintain or cause to be maintained, with financially sound and reputable insurers, insurance with respect to its respective Mortgaged Property against loss or damage of the kinds customarily carried or maintained under similar circumstances by corporations of established reputation engaged in similar businesses. Each such policy of insurance shall name Mortgagee as a loss payee (or, in the case of liability insurance, an additional insured) thereunder for the ratable benefit of the Mortgagor, and shall provide for at least 30 days' prior written notice of any material modification or cancellation of such policy. In addition to the foregoing, if any portion of the Mortgaged Property is located in

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an area identified by the Federal Emergency Management Agency as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (and any amendment or successor act thereto), then Mortgagor shall maintain, or cause to be maintained, with a sound and reputable insurer, flood insurance in an amount sufficient to comply with all applicable rules and regulations promulgated pursuant to such Act, and as otherwise required in the Loan Agreement.

(b) Casualty Proceeds and Condemnation Awards. In the event of any casualty to all or any portion of the Mortgaged Property or any governmental taking by eminent domain of all or any portion of the Premises, Mortgagor shall have the right, unless an Event of Default is then in existence, to receive proceeds of any casualty insurance or any condemnation awards or payments, as the case may be and apply such proceeds, awards, or payments, as applicable, to reinvestment, restoration or acquisition of other assets, as Mortgagor may elect. If, at the time of any such casualty or condemnation, an Event of Default is then in existence, then all such proceeds, awards, or payments shall be paid to Mortgagee and shall be applied in accordance with the terms of the Loan Agreement.

**Section 3.7** Cure; Covenants. All of the covenants in the Loan Agreement are incorporated herein by reference and, together with covenants in this Article 3, shall be covenants running with the Mortgaged Property.

## ARTICLE 4

### DEFAULT AND FORECLOSURE

**Section 4.1** Remedies. Upon the occurrence and during the continuance of an Event of Default (which shall include any Event of Default under the Loan Agreement, specifically including, but not limited to, any transfer of any kind or nature of any part or all of the Mortgaged Property by any Mortgagor without Mortgagee's written consent), Mortgagee may, at Mortgagee's election exercise any or all of the following rights, remedies and recourses:

(a) Acceleration. Subject to any provisions of the Loan Agreement or Real Estate Term Loan Promissory Note providing for the automatic acceleration of the Indebtedness upon the occurrence of certain Events of Default, declare the Indebtedness to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable.

(b) Entry on Mortgaged Property. Enter the Mortgaged Property and take possession thereof. If Mortgagor remains in possession of the Mortgaged Property following the occurrence and during the continuance of an Event of Default and without Mortgagee's prior written consent, Mortgagee may invoke any legal remedies to dispossess Mortgagor.

(c) Operation of Mortgaged Property. Hold, lease, develop, manage, operate or otherwise use the Mortgaged Property upon such terms and conditions as Mortgagee may deem reasonable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Mortgagee deems necessary or

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desirable), and apply all Rents and other amounts collected in connection therewith in accordance with the provisions of the Loan Agreement.

(d) Foreclosure and Sale. Institute proceedings for the complete foreclosure of this Mortgage, either by judicial action or by power of sale, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels as Mortgagee may determine. With respect to any notices required or permitted under the UCC, Mortgagor agrees that fifteen (15) days' prior written notice shall be deemed commercially reasonable. At any such sale by virtue of any judicial proceedings, power of sale, or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against all other Persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor. Mortgagee may be a purchaser at such sale. If Mortgagee is the highest bidder, Mortgagee may credit the portion of the purchase price that would be distributed to Mortgagee against the Indebtedness in lieu of paying cash. In the event this Mortgage is foreclosed by judicial action, appraisal of the Mortgaged Property is waived.

(e) Receiver. Make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Mortgagor or regard to the adequacy of the Mortgaged Property for the repayment of the Indebtedness, the appointment of a receiver of the Mortgaged Property, and Mortgagor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and shall apply such Rents in accordance with the provisions of the Loan Agreement.

(f) Other. Exercise all other rights, remedies and recourses granted under the Loan Agreement, Real Estate Term Loan Promissory Note or otherwise available at law or in equity.

**Section 4.2** Separate Sales. The Mortgaged Property may be sold in one or more parcels and in such manner and order as Mortgagee in its sole discretion may elect; the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

**Section 4.3** Remedies Cumulative, Concurrent and Nonexclusive. Mortgagee shall have all rights, remedies and recourses granted in the Loan Agreement and as available at law or equity (including the UCC and the remedy of specific performance), which rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Mortgagor or others obligated under the Loan Agreement, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Mortgagee (c) may be exercised as often as occasion therefore shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Mortgagee in the

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enforcement of any rights, remedies or recourses under the Loan Agreement or otherwise at law or equity shall be deemed to cure any Event of Default.

**Section 4.4** Release of and Resort to Collateral. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest in and to the Mortgaged Property. For payment of the Indebtedness, Mortgagee may resort to any other security in such order and manner as Mortgagee may elect.

**Section 4.5** Waiver of Redemption, Notice and Marshalling of Assets. To the fullest extent permitted by law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Mortgagor by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default or of any election by Mortgagee to exercise or the actual exercise of any right, remedy or recourse provided for under the Loan Agreement, Real Estate Term Loan Promissory Note, and (c) any right to a marshalling of assets or a sale in inverse order of alienation.

**Section 4.6** Discontinuance of Proceedings. If Mortgagee shall have proceeded to invoke any right, remedy or recourse and shall thereafter elect to discontinue or abandon it for any reason Mortgagee shall have the unqualified right to do so and, in such an event, Mortgagor and Mortgagee shall be restored to their former positions with respect to the Indebtedness, the Loan Agreement and Real Estate Term Loan Promissory Note, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Mortgagee thereafter to exercise any right, remedy or recourse for such Event of Default.

**Section 4.7** Application of Proceeds. The proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of the Mortgaged Property, shall be applied by Mortgagee (or the receiver, if one is appointed) as set forth in the Loan Agreement.

**Section 4.8** Occupancy After Foreclosure. Any sale of the Mortgaged Property or any part thereof in accordance with Section 4.1(d) will divest all right, title and interest of Mortgagor in and to the property sold. Subject to applicable law, any purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Mortgagor retains possession of such property or any part thereof subsequent to such sale, Mortgagor will be considered a tenant at sufferance of the purchaser, and will, if Mortgagor remains in possession after demand to remove, be subject to eviction and removal, forcible or otherwise, with or without process of law.

**Section 4.9** Additional Advances and Disbursements; Costs of Enforcement.



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(a) Upon the occurrence and during the continuance of any Event of Default, Mortgagee shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Mortgagor. All sums advanced and expenses incurred at any time by Mortgagee under this Section 4.9, or otherwise under this Mortgage, Loan Agreement, Real Estate Term Loan Promissory Note, or applicable law, shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the Default Rate, and all such sums, together with interest thereon, shall be secured by this Mortgage.

(b) Mortgagor shall pay all expenses actually incurred (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Mortgage, or the enforcement, compromise or settlement of the Indebtedness or any claim under this Mortgage, and for the curing thereof, or for defending or asserting the rights and claims of Mortgagee in respect thereof, by litigation or otherwise.

**Section 4.10** No Mortgagee in Possession. Neither the enforcement of any of the remedies under this Article 4, the assignment of the Rents and Leases under Article 5, nor any other remedies afforded under the Loan Agreement, at law or in equity shall cause Mortgagee to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Mortgagee to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever.

## ARTICLE 5

### ASSIGNMENT OF RENTS AND LEASES

**Section 5.1** Assignment. In furtherance of and in addition to the assignment made by Mortgagor in Section 2.1 of this Mortgage, Mortgagor hereby absolutely and unconditionally assigns, sells, transfers and conveys to Mortgagee all of its right, title and interest in and to all Leases, whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. This assignment is an absolute assignment and not an assignment for additional security only. So long as no Event of Default shall have occurred and be continuing, Mortgagor shall have a revocable license from Mortgagee to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Indebtedness and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Indebtedness or solvency of Mortgagor, the license herein granted shall automatically expire and terminate, without notice to Mortgagor by Mortgagee (any such notice being hereby expressly waived by Mortgagor to the extent permitted by applicable law).

**Section 5.2** Perfection Upon Recordation. Mortgagor acknowledges that Mortgagee has taken all actions necessary to obtain, and that upon recordation of this Mortgage

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Mortgagee shall have, to the extent permitted under applicable law, a valid and fully perfected, present assignment of the Rents arising out of the Leases and all security for such Leases. Mortgagor acknowledges and agrees that upon recordation of this Mortgage, Mortgagee's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Mortgagor and to the extent permitted under applicable law, all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code (the "Bankruptcy Code"), without the necessity of commencing a foreclosure action with respect to this Mortgage, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.

**Section 5.3** Bankruptcy Provisions. Without limitation of the absolute nature of the assignment of the Rents hereunder, Mortgagor and Mortgagee agree that (a) this Mortgage shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Mortgage extends to property of Mortgagor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

**Section 5.4** No Merger of Estates. So long as part of the Indebtedness remain unpaid and undischarged, the fee and leasehold estates to the Mortgaged Property shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Mortgagor, Mortgagee, any tenant or any third party by purchase or otherwise.

## ARTICLE 5

### SECURITY AGREEMENT

**Section 6.1** Security Interest. This Mortgage constitutes a "security agreement" on personal property within the meaning of the UCC and other applicable law and with respect to the Fixtures, Leases, Rents, Property Agreements, Property Tax Refunds, Proceeds, Insurance and Condemnation Awards. To this end, Mortgagor grants to Mortgagee a security interest in the Fixtures, Leases, Rents, Property Agreements, Property Tax Refunds, Proceeds, Insurance, Condemnation Awards and all other Mortgaged Property which is personal property to secure the payment and performance of the Indebtedness, and agrees that Mortgagee shall have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Fixtures, Leases, Rents, Property Agreements, Property Tax Refunds, Proceeds, Insurance and Condemnation Awards sent to Mortgagor at least fifteen (15) days prior to any action under the UCC shall constitute reasonable notice to Mortgagor.

**Section 6.2** Fixture Filing. This Mortgage shall also constitute a "fixture filing" for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. The information provided in this Section 6.2 is provided so that this Mortgage shall comply with the requirements of the UCC for a mortgage instrument to be filed as a financing statement. Mortgagor is the "Debtor" and its name and mailing address are set forth in the preamble of this Mortgage immediately preceding Article 1. Mortgagee is the "Secured

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Party” and its name and mailing address from which information concerning the security interest granted herein may be obtained are also set forth in the preamble of this Mortgage immediately preceding Article 1. A statement describing the portion of the Mortgaged Property comprising the fixtures hereby secured is set forth in Section 1.1(d) of this Mortgage. The record owner of the Mortgaged Property is Mortgagor. The organizational identification number of Debtor (Mortgagor) is 0069791-5.

## ARTICLE 7

### MISCELLANEOUS

**Section 7.1** Notices. Any notice required or permitted to be given under this Mortgage shall be given in accordance with the Loan Agreement.

**Section 7.2** Covenants Running with the Land. All obligations of Mortgagor contained in this Mortgage are intended by Mortgagor and Mortgagee to be, and shall be construed as, covenants running with the Mortgaged Property. As used herein, “Mortgagor” shall refer to the party named in the first paragraph of this Mortgage and to any subsequent owner of all or any portion of the Mortgaged Property. All Persons who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Loan Agreement and Real Estate Term Loan Promissory Note; however, no such party shall be entitled to any rights thereunder without the prior written consent of Mortgagee.

**Section 7.3** Attorney-in-Fact. Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest and with full power of substitution, (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Mortgagee deems appropriate to protect Mortgagee’s interest, if Mortgagor shall fail to do so within fifteen (15) days after written request by Mortgagee, (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Crops, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare and file or record financing statements and continuation statements, and to prepare, execute and file or record applications for registration and like papers necessary to create, perfect or preserve Mortgagee’s security interests and rights in or to any of the Mortgaged Property, and (d) after the occurrence and during the continuance of any Event of Default, to perform any obligation of Mortgagor hereunder, however: (1) Mortgagee shall not under any circumstances be obligated to perform any obligation of Mortgagor; (2) any sums advanced by Mortgagee in such performance shall be added to and included in the Indebtedness and shall bear interest at the highest rate at which interest is then computed on any portion of the Indebtedness; (3) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (4) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to take any action which it is empowered to take under this Section 7.3.

**Section 7.4** Time of Essence. Time is of the essence in this Mortgage.

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**Section 7.5** Successors and Assigns. This Mortgage shall be binding upon and inure to the benefit of Mortgagee and Mortgagor and their respective successors and assigns. Mortgagor shall not, without the prior written consent of Mortgagee, assign any rights, duties or obligations hereunder.

**Section 7.6** No Waiver. Any failure by Mortgagee to insist upon strict performance of any of the terms, provisions or conditions of this instrument, the Loan Agreement, Real Estate Term Loan Promissory Note shall not be deemed to be a waiver of same, and Mortgagee shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.

**Section 7.7** Cross-Collateral. It is acknowledged and agreed that Mortgagee may enforce its rights against the Real Property regardless of whether Thomas Rudbeck III, Mortgagor or both cause or are responsible for an Event of Default.

**Section 7.8** Release or Reconveyance. Upon payment and performance in full of the Indebtedness, Mortgagee, at Mortgagor's request and expense or as otherwise required by applicable Requirements of Law, shall release the liens and security interests created by this Mortgage.

**Section 7.9** Waiver of Stay, Moratorium and Similar Rights. Mortgagor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Mortgage or the Indebtedness secured hereby, or any agreement between Mortgagor and Mortgagee or any rights or remedies of Mortgagee.

**Section 7.10** Applicable Law. The provisions of this Mortgage regarding the creation, perfection and enforcement of the liens and security interests herein granted shall be governed by and construed under the laws of the State.

**Section 7.11** Headings. The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.

**Section 7.12** Severability. If any provision of this Mortgage shall be held by any court of competent jurisdiction to be unlawful, void or unenforceable for any reason, such provision shall be deemed severable from and shall in no way effect the enforceability and validity of the remaining provisions of this Mortgage.

**Section 7.13** Entire Agreement. This Mortgage, the Loan Agreement and the Real Estate Term Loan Promissory Note embody the entire agreement and understanding between Mortgagor and Mortgagee and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. This Mortgage may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement.

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**Section 7.14** No Oral Change. No modification, amendment, extension, discharge, termination or waiver of any provision of this Mortgage, nor consent by Mortgagee to any departure therefrom, shall in any event be effective unless the same shall be in a writing signed by the party against whom enforcement is sought, and then such waiver or consent shall be effective only in the specific instance, and for the purpose, for which given. Except as otherwise expressly provided herein, no notice to or demand on Mortgagor shall entitle Mortgagor to any other or future notice or demand in the same, similar or other circumstances.

**Section 7.15** Waiver of Jury Trial. EACH OF THE MORTGAGEE AND MORTGAGOR IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS MORTGAGE OR ANY OTHER DOCUMENT.

## ARTICLE 8

### LOCAL LAW PROVISIONS

**Section 8.1** Security Interest. Without limiting any of the other provisions of this Mortgage, the Mortgagor expressly grants to the Mortgagee, as secured party, a security interest in the portion of the Mortgaged Property which is or may be subject to the Illinois Uniform Commercial Code - Secured Transactions Illinois Compiled Statutes, 810 ILCS 5/9-101, et seq. (the "Illinois Uniform Commercial Code") provisions applicable to secured transactions to secure the Obligations, and the Mortgagee shall have, in addition to all rights and remedies provided herein, and in any other agreements made by the Mortgagor to the Mortgagee, all of the rights and remedies of a "secured party" under said Illinois Uniform Commercial Code; it being understood and agreed that the Improvements and Equipment constituting fixtures are part and parcel of the Mortgaged Property appropriated to the use thereof and, while affixed or annexed to the Land or the buildings and structures thereon, shall for the purposes of this Mortgage be deemed conclusively to be real estate and transferred and conveyed hereby; and the Mortgagor agrees to execute and deliver from time to time, such further instruments (including security agreements) as may be reasonably requested by the Mortgagee to confirm the lien of this Mortgage on any Improvements.

**Section 8.2** Compliance with Illinois Mortgage Foreclosure Law.

(a) If any provision of this Mortgage is inconsistent with any applicable provision of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101, et. seq.) (herein the "**Act**"), the provisions of the Act shall take precedence over the provision of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can fairly be construed in a manner consistent with the Act.

(b) All expenses incurred by Mortgagee which are of the type referred to in Section 5/15 ILCS, 1510 or 5/15 ILCS and Section 1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated elsewhere in this Mortgage, shall be included in the Obligations and/or by the judgment of foreclosure law.

(c) If any provision of this Mortgage shall grant to Mortgagee (including Mortgagee acting as a mortgagee-in-possession) or a receiver appointed pursuant to the

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provisions of Section 4.05 of this Mortgage any powers, rights or remedies prior to, upon or following the occurrence of an Event of Default which are more limited than the powers, rights or remedies that would otherwise be vested in Mortgagee or in such receiver under the Act in the absence of said provision, Mortgagee and such receiver shall be vested with the powers, rights and remedies granted in the Act to the full extent permitted by law.

(d) Mortgagor, on behalf of itself and all persons now or hereafter interested in the Mortgaged Property, voluntarily and knowingly hereby: acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either Agricultural real estate (as defined in the 15-1201 of the Act), or Residential real estate (as defined in 15-1219 of the Act).

(e) In addition to any provision of the Mortgage authorizing the Mortgagee to take or be placed in possession of the Mortgaged Property, or for the appointment of a receiver, Mortgagee shall have the right, in accordance with Sections 15 1701 and 15 1702 of the Act, to be placed in possession of the Mortgaged Property or at its request to have a receiver appointed, and such receiver, or Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in the Mortgage, all powers, immunities, and duties as provided for in Sections 15 1701 and 15 1703 of the Act.

(f) Without limitation on anything contained in this Mortgage, all advances, disbursements and expenditures made by Mortgagee before and during a foreclosure of this Mortgage, and before and after a judgment of foreclosure therein, and at any time prior to sale of the Mortgaged Property, and, where applicable, after sale of the Mortgaged Property and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Mortgage or by the Act, shall have the benefit of all applicable provisions of the Act, including those provisions of the Act referred to below (collectively, "**Protective Advances**"):

(i) all advances by Mortgagee in accordance with the terms of this Mortgage to: (A) preserve or maintain, repair, restore or rebuild any improvements upon the Mortgaged Property; (B) preserve the lien of this Mortgage or the priority thereof; or (C) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 5-1302 of the Act;

(ii) payments by Mortgagee of: (A) when due installments of principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance on the Mortgaged Property; (B) when due installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Mortgaged Property or any part hereof; (C) other obligations authorized by this Mortgage; or (D) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 15-1505 of the Act;

(iii) advances by Mortgagee in settlement or compromise of any claims asserted by claimants under senior mortgages or any prior liens;

(iv) reasonable attorneys' fees and other expenses incurred: (A) in connection with the foreclosure of this Mortgage as referred to in Section 15-1504(d)(2) and 15-1510

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of the Act; (B) in connection with any action, suit or proceeding brought by or against Mortgagee for the enforcement of this Mortgage or arising from the interest of Mortgagee hereunder; or (C) in the preparation for the commencement or defense of any such foreclosure or other action;

(v) Mortgagee's fees and costs, including reasonable attorneys' fees, arising between the entry of judgment of foreclosure and confirmation hearing as referred to in Subsection (b)(1) of Section 15-1508 of the Act;

(vi) expenses deductible from proceeds of sale as referred to in subsections (a) and (b) of Section 15-1512 of the Act;

(vii) expenses incurred and expenditures made by Mortgagee for any one or more of the following: (A) if all or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof; (B) if any interest in the Mortgaged Property is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (C) premiums for casualty and liability insurance paid by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining existing insurance in effect at the time any receiver or mortgagee takes possession of the Mortgaged Property as imposed by subsection (c)(1) of Section 15-1704 of the Act; (D) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (E) payments required or deemed by Mortgagee to be for the benefit of the Mortgaged Property or required to be made by the owner of the Mortgaged Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Property; (F) shared or common expense assessments payable to any association or corporation in which the owner of the Mortgaged Property is a member if in any way affecting the Mortgaged Property; (G) costs incurred by Mortgagee for demolition, preparation for and completion of construction; and (H) pursuant to any lease or other agreement, for occupancy of the Mortgaged Property.

All Protective Advances shall be so much additional secured by this Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the Default Rate in the Promissory Note. This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to subsection (b) of Section 15-1302 of the Act. All Protective Advances shall, except to the extent, if any, that any of the same are clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in: (A) determination of the amount of Obligations secured by this Mortgage at any time; (B) the amount of the Obligations found due and owing to Mortgagee in a judgment of foreclosure and any subsequent, supplemental judgments, orders, adjudications or findings by any court of any additional Obligations becoming due after such entry of judgment (it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose); (C) if right of redemption is deemed not to be waived by this Mortgage, computation of any amounts required to redeem, pursuant to Subsections (d)(2) and (e) of Section 5-1603 of the Act; (D) determination of

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amounts deductible from sale proceeds pursuant to Section 15-1512 of the Act; (E) application of income in the hands of any receiver or Mortgagee in possession; and (F) computation of any deficiency judgment pursuant to subsections (b)(2) and (e) of Sections 15-1508 and 15-1511 of the Act.

**Section 8.3** Maximum Obligations Secured. Notwithstanding any provision to the contrary in this Mortgage or any other Credit Document which permits any additional sums to be advanced on or after the date of this Mortgage, whether as additional loans or for any payments authorized by this Mortgage, the total amount of the principal component of the Obligations secured by this Mortgage shall not at any time exceed \$2,200,000.00.

**Section 8.4** Waiver of Rights. The Mortgagor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to decree, judgment or order of any court of competent jurisdiction; or, after such sale or sales, claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof; and without limiting the foregoing:

(a) The Mortgagor hereby expressly waives any and all rights or reinstatement and redemption, if any, under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, it being the intent hereof that any and all such rights of reinstatement and redemption of the Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by provisions of Illinois Compiled Statutes 735 ILCS 5/15-1601 or other applicable law or replacement statutes;

(b) The Mortgagor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power, remedy herein or otherwise granted or delegated to the Mortgagee but will suffer and permit the execution of every such right, power and remedy as though no such law or laws had been made or enacted; and

If the Mortgagor is a trustee, Mortgagor represents that the provisions of this paragraph (including the waiver of reinstatement and redemption rights) were made at the express direction of Mortgagor's beneficiaries and the persons having the power of direction over Mortgagor, and are made on behalf of the trust estate of Mortgagor and all beneficiaries of Mortgagor, as well as all other persons mentioned above.

**Section 8.5** Collateral Protection Act. Pursuant to the requirements of the Illinois Collateral Protection Act, Mortgagor is hereby notified as follows: Unless the Mortgagor provides Mortgagee with evidence of the insurance coverage required by this Mortgage or any of the other Credit Documents, Mortgagee may purchase insurance at Mortgagor's expense to protect Mortgagee's interest in the Mortgaged Property or any other collateral for the Obligations. This insurance may, but need not, protect Mortgagor's interests. The coverage Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made



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against Mortgagor in connection with the Mortgaged Property or any other collateral for the Obligations. Mortgagor may later cancel any insurance purchased by Mortgagee but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by the Mortgage or any of the other Credit Documents. If Mortgagee purchases insurance for the Mortgaged Property or any other collateral for the Obligations, Mortgagor will be responsible for the costs of that insurance, including interest in any other charges that Mortgagee may lawfully impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be more than the cost of insurance that Mortgagor may be able to obtain on its own and may be added to the Obligations and future obligations secured hereunder.

**Section 8.6** **No Property Manager's Lien.** Any property management agreement for or relating to all or any part of the Mortgaged Property entered into hereafter by the Mortgagor or on behalf of the Mortgagor, shall contain a subordination provision whereby the property manager forever and unconditionally subordinates to the lien of this Mortgage and the Secured Debt Agreements any and all mechanic's lien rights and claims that it or anyone claiming through or under it may have at any time pursuant to any statute or law, including, without limitation, Illinois Compiled Statutes, Chapter 770, Section 60/1. Such property management agreement or a short form thereof, including, such subordination, shall, at the Mortgagee's request, be recorded with the office of the recorder of deeds for the county in which the Mortgaged Property is located. The Mortgagor's failure to cause any of the foregoing to occur shall constitute a default under this Mortgage.

**Section 8.7** **Maturity Date.** The last stated maturity date of the Obligations secured hereby is on or before December 31, 2015.

**Section 8.8** **Business Property.** Mortgagor hereby avers that the Mortgaged Property is not "Agricultural Real Estate" as defined by 735 ILCS 5/15-1201 and shall not be used as Agricultural Real Estate. The Mortgagor further avers that the Mortgaged Property is not "Residential Real Estate" under 735 ILCS 5/15-1219 and shall not be used as Residential Real Estate. Pursuant to Illinois law at 735 ILCS 5/15-1601, Mortgagor hereby expressly waives its rights of redemption and reinstatement to the fullest extent allowed under Illinois law.


*[The remainder of this page has been intentionally left blank]*

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**IN WITNESS WHEREOF**, Mortgagor has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.


**MORTGAGOR:**

**405 LT, LLC**, an Illinois corporation

By:   
Name: Thomas G. Rudbeck, III  
Title: Member

STATE OF Illinois            )  
  ) ss:  
COUNTY OF COOK         )

This instrument was acknowledged before me on August 06, 2014, by Thomas G. Rudbeck III as the Member of 405 LT, LLC, an Illinois corporation.

  
Notary Public





## UNOFFICIAL COPY

"Exhibit A"

Pn# 17-10-132 042-0000

## PARCEL 3: (RAMP -LEVEL P1)

THAT PART OF LOT 12 IN RIVER PLAZA RESUBDIVISION, BEING A RESUBDIVISION OF LAND, PROPERTY AND SPACE OF LOTS 1 TO 12 IN BLOCK 5, TOGETHER WITH ALL OF THE VACATED ALLEY IN SAID BLOCK 5 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 12 AFORESAID, THENCE SOUTH 78 DEGREES 02 MINUTES 34 SECONDS WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT, 54.11 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PART OF SAID PARCEL:  
THENCE CONTINUING SOUTH 78 DEGREES 02 MINUTES 34 SECONDS WEST, ALONG SAID SOUTHEASTERLY LINE, 22.23 FEET TO A POINT, SAID POINT BEING 66.66 FEET (AS MEASURED ALONG SAID SOUTHEASTERLY LINE) NORTHEASTERLY OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 13 DEGREES 04 MINUTES 50 SECONDS WEST, 23.29 FEET; THENCE NORTH 78 DEGREES 02 MINUTES 34 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT, 22.14 FEET; THENCE SOUTH 13 DEGREES 17 MINUTES 47 SECONDS EAST, 23.29 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

LYING ABOVE A HORIZONTAL PLANE OF +37.40 FEET CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF +39.20 FEET CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS;

ALSO:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 12 AFORESAID, THENCE SOUTH 78 DEGREES 02 MINUTES 34 SECONDS WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT, 76.34 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PART OF SAID PARCEL:  
THENCE CONTINUING SOUTH 78 DEGREES 02 MINUTES 34 SECONDS WEST, ALONG SAID SOUTHEASTERLY LINE, 65.65 FEET TO A POINT, SAID POINT BEING 1.01 FEET (AS MEASURED ALONG SAID SOUTHEASTERLY LINE) NORTHEASTERLY OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN 0.98 FEET (AS MEASURED PERPENDICULARLY) EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 12 AFORESAID, 23.80 FEET; THENCE NORTH 78 DEGREES 02 MINUTES 34 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT, 80.26 FEET; THENCE SOUTH 13 DEGREES 04 MINUTES 50 SECONDS EAST, 23.29 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

LYING ABOVE A HORIZONTAL PLANE OF +37.40 FEET CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF +47.50 FEET CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

## PARCEL 4: (RAMP -LEVEL G1)

THAT PART OF LOT 1 IN RIVER PLAZA RESUBDIVISION, BEING A RESUBDIVISION OF LAND, PROPERTY AND SPACE OF LOTS 1 TO 12 IN BLOCK 5, TOGETHER WITH ALL OF THE VACATED ALLEY IN SAID BLOCK 5 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 AFORESAID, THENCE SOUTH 78 DEGREES 02 MINUTES 34 SECONDS WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT, 64.99 FEET TO A POINT, SAID POINT BEING 154.24 FEET (AS MEASURED ALONG SAID SOUTHEASTERLY LINE) NORTHEASTERLY OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 13 DEGREES 17 MINUTES 47 SECONDS WEST, 23.29 FEET; THENCE NORTH 78 DEGREES 02 MINUTES 34 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT, 70.46 FEET TO A POINT ON THE EAST LINE OF LOT 1 AFORESAID; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT, 23.80 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

LYING ABOVE A HORIZONTAL PLANE OF +27.00 FEET CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF +36.50 FEET CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS;

ALSO:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 AFORESAID, THENCE SOUTH 78 DEGREES 02 MINUTES 34 SECONDS WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT, 64.99 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PART OF SAID PARCEL; THENCE CONTINUING SOUTH 78 DEGREES 02 MINUTES 34 SECONDS WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT, 87.88 FEET TO A POINT, SAID POINT BEING 66.36 FEET (AS MEASURED ALONG SAID SOUTHEASTERLY LINE) NORTHEASTERLY OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 23.80 FEET; THENCE NORTH 78 DEGREES 02 MINUTES 34 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT, 82.41 FEET; THENCE SOUTH 13 DEGREES 17 MINUTES 47 SECONDS EAST, 23.29 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

LYING ABOVE A HORIZONTAL PLANE OF +27.00 FEET CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF +37.40 FEET CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

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PARCEL 5: (RAMP -LEVEL G2)

THAT PART OF LOT 1 IN RIVER PLAZA RESUBDIVISION, BEING A RESUBDIVISION OF LAND, PROPERTY AND SPACE OF LOTS 1 TO 12 IN BLOCK 5 TOGETHER WITH ALL OF THE VACATED ALLEY IN SAID BLOCK 5 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 AFORESAID, THENCE SOUTH 78 DEGREES 02 MINUTES 34 SECONDS WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT, 76.22 FEET TO A POINT, SAID POINT BEING 130.53 FEET (AS MEASURED ALONG SAID SOUTHEASTERLY LINE) NORTHEASTERLY OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 0 DEGREES 30 MINUTES 41 SECONDS EAST, 23.85 FEET; THENCE NORTH 77 DEGREES 02 MINUTES 34 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT, 90.50 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 23 SECONDS EAST, 83.64 FEET TO A POINT ON THE EAST LINE OF LOT 1 AFORESAID; THENCE SOUTH 0 DEGREES 04 MINUTES 58 SECONDS EAST, ALONG SAID EAST LINE, 5.90 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

LYING ABOVE A HORIZONTAL PLANE OF +17.89 FEET CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF +27.00 FEET CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

PARCEL 6: (RAMP -LEVEL G3)

THAT PART OF LOT 1 IN RIVER PLAZA RESUBDIVISION, BEING A RESUBDIVISION OF LAND, PROPERTY AND SPACE OF LOTS 1 TO 12 IN BLOCK 5 TOGETHER WITH ALL OF THE VACATED ALLEY IN SAID BLOCK 5 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 AFORESAID, THENCE SOUTH 78 DEGREES 02 MINUTES 34 SECONDS WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT, 136.26 FEET TO A POINT, SAID POINT BEING 170.49 FEET (AS MEASURED ALONG SAID SOUTHEASTERLY LINE) NORTHEASTERLY OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 0 DEGREES 01 MINUTES 10 SECONDS EAST, 23.30 FEET; THENCE NORTH 78 DEGREES 02 MINUTES 34 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT, 50.75 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 23 SECONDS EAST, 83.64 FEET TO A POINT ON THE EAST LINE OF LOT 1 AFORESAID; THENCE SOUTH 0 DEGREES 04 MINUTES 58 SECONDS EAST, ALONG SAID EAST LINE, 5.90 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

LYING ABOVE A HORIZONTAL PLANE OF +8.96 FEET CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF +17.89 FEET CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

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PARCEL 7: (RAMP -LEVEL C4)

THAT PART OF LOT 1 IN RIVER PLAZA RESUBDIVISION, BEING A RESUBDIVISION OF LAND, PROPERTY AND SPACE OF LOTS 1 TO 12 IN BLOCK 5 TOGETHER WITH ALL OF THE VACATED ALLEY IN SAID BLOCK 5 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 AFORESAID, THENCE SOUTH 78 DEGREES 02 MINUTES 34 SECONDS WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT, 176.22 FEET TO A POINT, SAID POINT BEING 130.63 FEET (AS MEASURED ALONG SAID SOUTHEASTERLY LINE) NORTHEASTERLY OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 0 DEGREES 30 MINUTES 41 SECONDS EAST, 23.85 FEET; THENCE NORTH 78 DEGREES 02 MINUTES 34 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT, 90.50 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 23 SECONDS EAST, 83.64 FEET TO A POINT ON THE EAST LINE OF LOT 1 AFORESAID; THENCE SOUTH 0 DEGREES 04 MINUTES 58 SECONDS EAST, ALONG SAID EAST LINE, 5.90 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

LYING BELOW A HORIZONTAL PLANE OF +8.96 FEET CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

CLERK OF COOK COUNTY Clerk's Office

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PARCEL 8 (REFER TO TITLE COMMITMENT NO. 1401-008800048-02):  
 THAT PART OF LOT 28 IN RIVER PLAZA RESUBDIVISION OF LAND, PROPERTY AND SPACE  
 OF LOTS 1 TO 12 AND VACATED ALLEY IN BLOCK 5 IN KINZIE'S ADDITION TO CHICAGO IN  
 THE NORTHWEST 1 / 4 OF SECTION 10 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE  
 THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 28; THENCE NORTH 90 DEGREES  
 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 28, 37.56 FEET;  
 THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 1.02 FEET TO THE POINT  
 OF BEGINNING (THE FOLLOWING COURSES AND DISTANCES ARE ALONG THE FINISHED  
 FACES OF EXISTING INTERIOR WALLS); THENCE SOUTH 90 DEGREES 00 MINUTES 00  
 SECONDS EAST 10.22 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS  
 WEST, 1.40 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 4.23  
 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1.40 FEET; THENCE  
 SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 9.24 FEET; THENCE SOUTH 00  
 DEGREES 00 MINUTES 00 SECONDS WEST 4.80 FEET; THENCE SOUTH 45 DEGREES 00  
 MINUTES 00 SECONDS EAST, 0.45 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00  
 SECONDS EAST, 1.97 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST,  
 2.82 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 1.32 FEET;  
 THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 4.10 FEET; THENCE SOUTH  
 00 DEGREES 00 MINUTES 00 SECONDS EAST, 7.80 FEET; THENCE SOUTH 90 DEGREES  
 00 MINUTES 00 SECONDS WEST, 1.59 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES  
 00 SECONDS EAST 2.43 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS  
 EAST, 1.59 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 8.28  
 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 1.58 FEET; THENCE  
 SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 1.74 FEET; THENCE SOUTH 90  
 DEGREES 00 MINUTES 00 SECONDS EAST, 2.26 FEET; THENCE SOUTH 45 DEGREES 00  
 MINUTES 00 SECONDS EAST, 6.37 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00  
 SECONDS WEST, 5.32 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS  
 WEST, 1.32 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 2.45  
 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 1.28 FEET; THENCE  
 SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 5.44 FEET; THENCE SOUTH 45  
 DEGREES 00 MINUTES 00 SECONDS WEST, 6.32 FEET; THENCE NORTH 90 DEGREES 00  
 MINUTES 00 SECONDS WEST 2.25 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00  
 SECONDS WEST, 1.72 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST,  
 1.62 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 8.20 FEET;  
 THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 1.30 FEET; THENCE SOUTH  
 00 DEGREES 00 MINUTES 00 SECONDS WEST, 2.42 FEET; THENCE SOUTH 90 DEGREES  
 00 MINUTES 00 SECONDS EAST, 1.80 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00  
 SECONDS WEST, 7.65 FEET; THENCE SOUTH 44 DEGREES 45 MINUTES 03 SECONDS  
 WEST, 4.32 FEET; THENCE NORTH 45 DEGREES 14 MINUTES 57 SECONDS WEST, 1.09  
 FEET; THENCE SOUTH 44 DEGREES 45 MINUTES 03 SECONDS WEST, 2.57 FEET; THENCE  
 SOUTH 45 DEGREES 14 MINUTES 57 SECONDS EAST, 1.09 FEET THENCE SOUTH 44  
 DEGREES 45 MINUTES 03 SECONDS WEST, 2.19 FEET; THENCE SOUTH 90 DEGREES 00  
 MINUTES 00 SECONDS WEST, 2.96 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00  
 SECONDS WEST, 1.28 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS  
 WEST, 8.50 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1.22  
 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 2.84 FEET; THENCE  
 SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 1.34 FEET; THENCE NORTH 90  
 DEGREES 00 MINUTES 00 SECONDS WEST, 10.82 FEET; THENCE NORTH 00 DEGREES 00  
 MINUTES 00 SECONDS EAST, 1.32 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00  
 SECONDS WEST, 0.12 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST,  
 33.23 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 1.62 FEET;  
 THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1.95 FEET; THENCE NORTH  
 90 DEGREES 00 MINUTES 00 SECONDS WEST, 3.67 FEET; THENCE NORTH 00 DEGREES  
 00 MINUTES 00 SECONDS EAST, 4.97 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00  
 SECONDS EAST, 3.61 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST,  
 2.01 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 1.61 FEET;  
 THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 34.14 FEET TO THE POINT  
 OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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**PARCEL 9:**

THAT PART OF LOT 28 IN RIVER PLAZA RESUBDIVISON OF LAND, PROPERTY AND SPACE OF LOTS 1 TO 12 AND VACATED ALLEY IN BLOCK 5 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTHWEST 1 / 4 OF SECTION 10 TOWNSHIP 30 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 28; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 28, A DISTANCE OF 37.56 FEET TO THE POINT OF BEGINNING (THE FOLLOWING COURSES AND DISTANCES ARE ALONG THE FINISHED FACES OF EXISTING INTERIOR WALLS); THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 35.16 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 1.61 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 2.01 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 3.61 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 5.04 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 34.04 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 0.56 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 6.33 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 5.39 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 2.07 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 8.67 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 23.78 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 5.50 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 8.83 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 7.83 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 1.07 FEET; THENCE NORTH 44 DEGREES 25 MINUTES 32 SECONDS EAST, 8.08 FEET TO A POINT ON THE NORTH FACE OF BUILDING, 5.30 FEET (AS MEASURED PERPEPNDICULARLY) SOUTH OF THE NORTH LINE OF LOT 28 AFORESAID; THENCE NORTH 89 DEGREES 51 MINUTES 08 SECONDS EAST, ALONG SAID NORTH FACE OF BUILDING, 27.41 FEET TO A POINT, SAID POINT BEING 5.27 FEET (AS MEASURED PERPEPNDICULARLY) SOUTH OF THE NORTH LINE OF LOT 28 AFORESAID; THENCE NORTH 44 DEGREES 25 MINUTES 32 SECONDS WEST, ALONG A NORTH-WESTERLY FACE OF SAID BUILDING, 7.33 FEET TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 28 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID NORTH LINE, 2.25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

City Clerk's Office



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**PARCEL 10:  
EASEMENTS FOR THE BENEFIT OF PARCELS 1 THROUGH 7 AS SET FORTH IN THE  
RIVER PLAZA DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND  
EASEMENTS RECORDED AS DOCUMENT NUMBER 94758750 AS FOLLOWS:**

FOR THE BENEFIT OF COMMERCIAL PROPERTY (PARCEL 1):

A) NON-EXCLUSIVE EASEMENT IN AND TO ALL STRUCTURAL MEMBERS, FOOTINGS, CAISSONS, FOUNDATIONS, COLUMNS AND BEAMS AND ANY OTHER SUPPORTING COMPONENTS.

B) NON-EXCLUSIVE EASEMENT FOR THE USE FOR THEIR INTENDED PURPOSES OF ALL FACILITIES LOCATED IN THE RESIDENTIAL PROPERTY AND GARAGE PROPERTY AND CONNECTED TO FACILITIES WHICH PROVIDE OR SHALL BE NECESSARY OR DESIRABLE TO PROVIDE THE COMMERCIAL PROPERTY (PARCEL 1) WITH ANY UTILITIES OR OTHER SERVICES OF WHICH MAY OTHERWISE BE NECESSARY OR DESIRABLE TO THE OPERATION AND USE AND ENJOYMENT OF THE LAND.

C) NON-EXCLUSIVE EASEMENT PERMITTING ENCROACHMENTS IN THE EVENT AND TO THE EXTENT THAT, BY REASON OF THE ORIGINAL CONSTRUCTION, ANY CONSTRUCTION BETWEEN THE DATE OF ORIGINAL CONSTRUCTION AND THE DATE THEREOF OR ANY RECONSTRUCTION OR REPLACEMENT AUTHORIZED BY THE TERMS OF SAID DECLARATION, OR THE SUBSEQUENT SETTLEMENT OR SHIFTING OF ANY PART OF THE BUILDING, ANY PART OF THE RESIDENTIAL PROPERTY AND OR GARAGE PROPERTY (PARCEL 2).

D) NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS IN AN EMERGENCY SITUATION TO AND FROM, OVER, ON, ACROSS AND THROUGH THE RESIDENTIAL PROPERTY AND GARAGE PROPERTY.

E) NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR PERSONS, MATERIAL AND EQUIPMENT OVER, ON, ACROSS AND THROUGH THE RESIDENTIAL PROPERTY AND GARAGE PROPERTY.

F) NON-EXCLUSIVE EASEMENT FOR THE USE OF THE TRASH COMPACTOR, RUBBISH STORAGE, RUBBISH ROOM AND RUBBISH CHUTES LOCATED IN LOT 3 OF THE RESIDENTIAL PROPERTY.

G) NON-EXCLUSIVE EASEMENT FOR THE USE OF THE ELEVATORS AND ELEVATOR SHAFTS LOCATED WITHIN LOT 5 OF THE RESIDENTIAL PROPERTY WHICH CONNECT THE RESIDENTIAL IMPROVEMENTS TO THE FIRST FLOOR OF THE BUILDING, TO PROVIDE ACCESS, INGRESS AND EGRESS TO AND FROM COMMERCIAL PROPERTY.

H) NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN INGRESS AND EGRESS OVER AND UPON AND THROUGH ANY HALLWAYS, STAIRWAYS, WALKWAYS OR DRIVEWAYS LOCATED WITHIN OR ADJACENT TO THE BUILDING.

I) NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND ACCESS TO AND THE USE OF ANY LOADING DOCKS, SERVICE AREAS AND DELIVERY ENTRANCES LOCATED IN, ON, OR ABOUT THE RESIDENTIAL PROPERTY FOR SHIPPING AND DELIVERY AND SIMILAR PURPOSES.

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- J) NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS FROM AND TO PUBLIC-ROADWAYS, OVER, ON, ACROSS, AND THROUGH THE GARAGE PROPERTY OR RESIDENTIAL PROPERTY AS MAY BE NECESSARY IN CONNECTION WITH THE USE OF PARKING SPACES IN THE GARAGE.
- K) NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND ACCESS TO AND OVER THE TRUCK RAMP FACILITY LOCATED IN LOT 1 FOR ACCESS FROM THE ENTRANCE THERETO ADJACENT TO THE PLAZA DECK TO NORTH WATER STREET.
- L) NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS FROM AND TO PUBLIC ROADWAYS, OVER, ON, ACROSS, AND THROUGH THE DRIVEWAYS, SIDEWALKS, RAMPS, CURBS AND ROADWAYS CONTAINED IN AND ABOUT THE RESIDENTIAL PROPERTY AND GARAGE PROPERTY, INCLUDING, WITHOUT LIMITATION THE PLAZA DECK, AS MAY BE NECESSARY FOR THE USE AND MAINTENANCE OF THE COMMERCIAL IMPROVEMENTS.
- M) AN EASEMENT FOR THE USE OF THAT PORTION OF THE PLAZA DECK DELINEATED AS THE "PATIO AREA".
- N) AN EASEMENT FOR ACCESS, INGRESS AND EGRESS THROUGH THE AREA OF THE GARAGE PROPERTY LOCATED IN LOT 1 ON THE GARAGE AND BUILDING SERVICES SUB-LEVEL 1 PORTION OF THE BUILDING TO AND FROM, AND THE USE FOR STORAGE AND OTHER PURPOSES OF LOT NO. 11.
- O) AN EASEMENT IN AND TO ALL COMMON WALLS, FLOORS AND CEILING SERVING PARCEL 1 AND FOR THE USE OF SUCH COMMON WALLS, FLOORS AND CEILING.
- P) A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND DELIVERY OF SUPPLIES TO AND FROM, AND USE OF, THE AREA OF GARAGE FORMING LOT 6.
- Q) A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR ACCESS, INGRESS AND EGRESS TO, FROM, OVER AND ACROSS THE PLAZA DECK TO WABASH AVENUE AND FOR PEDESTRIAN ACCESS, INGRESS AND EGRESS TO, FROM, OVER AND ACROSS THE PLAZA DECK FOR ACCESS TO THE BRIDGE WALKWAY CONNECTING TO THE PLAZA DECK AND EXTENDING ACROSS RUSH STREET.
- R) A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN ACCESS, INGRESS AND EGRESS TO AND FROM LOT NO 10 THROUGH AND ACROSS THE FIRST FLOOR OF THE GARAGE.
- S) A NON-EXCLUSIVE EASEMENT FOR THE USE OF THE ELEVATOR SHAFT AND RAIL THERETO LOCATED IN OR PASSING THROUGH THE RESIDENTIAL PROPERTY FOR THE FREIGHT ELEVATOR LOCATED IN LOT NO. 4 AND FOR ACCESS, INGRESS AND EGRESS TO AND FROM THE PERMITTING THE USE AND MAINTENANCE OF SUCH FREIGHT ELEVATOR AND THE ELEVATOR MAINTENANCE ROOM LOCATED IN LOT NO. 4 AND FOR ACCESS, INGRESS AND EGRESS THROUGH AND ACROSS THE ELEVATOR LOBBY ADJACENT TO THE FREIGHT ELEVATOR AND THE COMMON CORRIDORS OF THE RESIDENTIAL PROPERTY ADJACENT THERETO.
- T) A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS AND EGRESS THROUGH AND ACROSS THE FIRST FLOOR OF THE GARAGE PROPERTY PERMITTING THE USE AND MAINTENANCE OF THE GREASE TRAPS LOCATED THEREIN.
- U) A NON-EXCLUSIVE EASEMENT ON TO AND OVER, THE PLAZA DECK AND THE RESIDENTIAL PROPERTY TO PERMIT MAINTENANCE OF THE ATRIUM.
- V) AN EASEMENT FOR THE USE OF THE EXHAUST SHAFTS AND DUCTS AND RELATED VENTILATION EQUIPMENT SERVING LOTS 25, 26 AND 28 OF THE COMMERCIAL PROPERTY AND LOCATED IN OR PASSING THROUGH LOTS 46 AND 48 OF THE RESIDENTIAL PROPERTY PERMITTING EXHAUST VENTILATION TO THE POOL DECK.
- W) A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN ACCESS, INGRESS AND EGRESS TO AND FROM LOT NO. 7 (LAUNDRY ROOM) LOCATED ON THE GARAGE BUILDING SERVICES SUB LEVEL 1 AS SHOWN ON PAGE 1-12 OF THE PLANS THROUGH AND ACROSS THE RESIDENTIAL PROPERTY TO LOT NO. 27 AND TO THE EXTERIOR WALKWAY ON THE EAST SIDE OF THE BUILDING.
- X) AN EASEMENT PERMITTING ENCROACHMENTS ON AND OVER THE PLAZA DECK FOR THE CONSTRUCTION AND MAINTENANCE OF THE ENTRANCE CANOPIES, CANOPY SUPPORT COLUMNS, EXTERIOR LIGHTING FIXTURES, STOOPS, STAIRWAYS, DOORWAYS AND RELATED FACILITIES ATTACHED TO OR FORMING PART OF THE COMMERCIAL PROPERTY OR THE IMPROVEMENTS THEREON.