

# UNOFFICIAL COPY



1518834098

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

Doc#: 1518834098 Fee: \$56.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/07/2015 02:15 PM Pg: 1 of 10

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

IL - COOK

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
**1422716087 filed on 08/15/2014**

1b.  This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS  
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement
3.  **ASSIGNMENT (full or partial):** Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8
4.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

### 5. PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects  Debtor or  Secured Party of record

CHANGE name and address: Complete item 6a or 6b; and item 7a or 7b and item 7c

ADD name: Complete item 7a or 7b, and item 7c

DELETE name: Give record name to be deleted in item 6a or 6b

### 6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

**SRI TEN WEST MART LLC**

OR 6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

### 7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8.  **COLLATERAL CHANGE:** Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral  
Indicate collateral:

### 9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

**METROPOLITAN LIFE INSURANCE COMPANY**

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

### 10. OPTIONAL FILER REFERENCE DATA:

**DEBTOR: SRI TEN WEST MART LLC; LOAN: 960702636; LIBRARY: M; IL - COOK**

3/MTD

8978149 CA

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## UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form  
**1422716087 filed on 08/15/2014**

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

	12a. ORGANIZATION'S NAME <b>METROPOLITAN LIFE INSURANCE COMPANY</b>		
OR	12b. INDIVIDUAL'S SURNAME		
	FIRST PERSONAL NAME		
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13). Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

	13a. ORGANIZATION'S NAME <b>SRI TEN WEST MART LLC</b>			
OR	13b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	
			SUFFIX	

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

**PROPERTY ADDRESS:  
 350 NORTH ORLEANS STREET,  
 CHICAGO, IL.**

**TAX PARCEL:**

- |                |                |
|----------------|----------------|
| 17094000130000 | 17094000270000 |
| 17094000140000 | 17094000280000 |
| 17094000150000 | 17094000290000 |
| 17094000160000 | 17094000300000 |
| 17094000170000 | 17094000320000 |
| 17094000180000 | 17094000330000 |
| 17094000190000 |                |
| 17094000200000 |                |
| 17094000210000 |                |
| 17094000220000 |                |
| 17094000230000 |                |
| 17094000240000 |                |
| 17094000250000 |                |
| 17094000260000 |                |

15. This FINANCING STATEMENT AMENDMENT:

- covers timber to be cut   
  covers as-extracted collateral   
  is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):

17. Description of real estate:

**SEE SCHEDULE I ATTACHED HERETO**

18. MISCELLANEOUS:

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Schedule I  
to  
UCC Financing Statement

Debtor: **SRI Ten West Mart LLC**  
850 Third Avenue, Suite 1700  
New York, New York 10022  
Attention: Kevin Kuzemchak

Secured Party: **Metropolitan Life Insurance Company**  
10 Park Avenue  
Morristown, New Jersey 07962  
Attention: Senior Vice President, Real Estate Investors

This Financing Statement covers the following types (or items) of property under that certain Mortgage, Security Agreement and Fixture Filing Statement dated as of August 14, 2014 (the "Mortgage"), from the Debtor to the Secured Party:

(1) that certain real property located in the County and State which is more particularly described in Exhibit "A" attached to the Mortgage or any portion of the real property; all easements, rights-of-way, gaps, strips and gores of land; streets and alleys; sewers and water rights; privileges, licenses, tenements, and appurtenances appertaining to the real property, and the reversion(s), remainder(s), and claims of Debtor with respect to these items, and the benefits of any existing or future conditions, covenants and restrictions affecting the real property (collectively, the "Land");

(2) all things now or hereafter affixed to or placed on the Land, including all buildings, structures and improvements, all fixtures and all machinery, elevators, boilers, building service equipment (including, without limitation, all equipment for the generation or distribution of air, water, heat, electricity, light, fuel or for ventilating or air conditioning purposes or for sanitary or drainage purposes or for the removal of dust, refuse or garbage), partitions, appliances, furniture, furnishings, building materials, supplies, computers and software, window coverings and floor coverings, lobby furnishings, and other property now or in the future attached, or installed in the improvements and all replacements, repairs, additions, or substitutions to these items (collectively, the "Improvements");

(3) all present and future income, rents, revenue, profits, proceeds, accounts receivables and other benefits from the Land and/or Improvements and all deposits made with respect to the Land and/or Improvements, including, but not limited to, any security given to utility companies by Debtor, any advance payment of real estate taxes or assessments, or insurance premiums made by Debtor and all claims or demands relating to such deposits and other security, including claims for refunds of tax payments or assessments, and all insurance proceeds payable to Debtor in connection with the Land and/or Improvements whether or not such insurance coverage is specifically required under the terms of the Mortgage ("Insurance Proceeds") (all of the items set forth in this paragraph are referred to collectively as "Rents and Profits");

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- (4) all damages, payments and revenue of every kind that Debtor may be entitled to receive, from any person owning or acquiring a right to the oil, gas or mineral rights and reservations of the Land;
- (5) all proceeds and claims arising on account of any damage to, or Condemnation (as defined in the Mortgage) of any part of the Land and/or Improvements, and all causes of action and recoveries for any diminution in the value of the Land and/or Improvements;
- (6) to the extent assignable, all licenses, contracts, management agreements, guaranties, warranties, franchise agreements, permits, or certificates relating to the ownership, use, operation or maintenance of the Land and/or Improvements; and
- (7) all names by which the Land and/or Improvements may be operated or known, and all rights to carry on business under those names, and all trademarks, trade names, and goodwill relating to the Land and/or Improvements.
- (8) any portion of the Real Property which may be personal property, and all other personal property, whether now existing or acquired in the future which is attached to, appurtenant to, or used in the construction or operation of, or in connection with, the Real Property;
- (9) all rights to the use of water, including water rights appurtenant to the Real Property, pumping plants, ditches for irrigation, all water stock or other evidence of ownership of any part of the Real Property that is owned by Debtor in common with others and all documents of membership in any owner's association or similar group;
- (10) to the extent assignable, all plans and specifications prepared for construction of the Improvements; and all contracts and agreements of Debtor relating to the plans and specifications or to the construction of the Improvements;
- (11) to the extent assignable, all equipment, machinery, fixtures, goods, accounts, general intangibles, letter of credit rights, commercial tort claims, deposit accounts, documents, instruments and chattel paper and all substitutions, replacements of, and additions to, any of the these items;
- (12) to the extent assignable, all sales agreements, deposits, escrow agreements, other documents and agreements entered into with respect to the sale of any part of the Real Property, and all proceeds of the sale;
- (13) any Lease Termination Fee(s) held in escrow pursuant to Section 5.06 of the Mortgage;
- (14) all proceeds from the voluntary or involuntary disposition or claim respecting any of the foregoing items (including judgments, condemnation awards or otherwise); and
- (15) all Interest Rate Cap Agreements (as defined in Section 22 of the Note), all accounts designated by Lender pursuant to any Interest Rate Cap Agreement, and all present and

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future income, revenue, profits, proceeds, and other benefits from any Interest Rate Cap Agreement.

All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Mortgage.

Property of Cook County Clerk's Office

**UNOFFICIAL COPY****EXHIBIT A****DESCRIPTION OF REAL PROPERTY****PARCEL A:****PARCEL 'A1':**

LOTS 1 TO 15 AND LOT 17 IN WOLF POINT, BEING A RESUBDIVISION OF LOTS AND PARTS OF LOTS IN BLOCKS 6, 7, 14 AND 15 IN THE ORIGINAL TOWN OF CHICAGO; TOGETHER WITH PARTS OF VACATED ALLEYS AND STREET AND ADJOINING LANDS, ALL IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 'A2':**

PERPETUAL RIGHT, PERMISSION AND AUTHORITY FOR THE BENEFIT OF PARCEL (AT TO CONSTRUCT, MAINTAIN AND USE AN ENCLOSED PASSAGEWAY, NOT MORE THAN 32-1/2 FEET WIDE AND NOT MORE THAN 38 FEET IN HEIGHT ABOVE THE FRANKLIN-ORLEANS STREET VIADUCT BETWEEN AN ELEVATION OF +47.0 CHICAGO CITY DATUM AND +85.0 CHICAGO CITY DATUM, FOR THE PURPOSE OF CONNECTING THE IMPROVEMENTS LOCATED FROM TIME TO TIME ON THE PROPERTIES LYING EAST AND WEST OF THE FRANKLIN-ORLEANS STREET VIADUCT, TO BE LOCATED IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT BY AND BETWEEN THE CITY OF CHICAGO, A MUNICIPAL CORPORATION OF ILLINOIS, AND LASALLE NATIONAL BANK, NOT INDIVIDUALLY, BUT AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED MARCH 1, 1967 AND KNOWN AS TRUST NUMBER 36223, DATED JUNE 18, 1974 AND RECORDED JUNE 23, 1974 AS DOCUMENT 22764367, IN COOK COUNTY, ILLINOIS.

**PARCEL B:****PARCEL 'B1':**

ALL OF LAND, PROPERTY AND SPACE LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY DOWNWARD FROM AND BELOW A CERTAIN INCLINED PLANE, BEING A VERTICAL DISTANCE OF 23.5 FEET VERTICALLY ABOVE CHICAGO CITY DATUM AT THE SOUTHWESTERLY LINE OF THE FRANKLIN-ORLEANS VIADUCT AS NOW LOCATED AND ESTABLISHED, AND 29.5 FEET ABOVE CHICAGO CITY DATUM AT THE EASTERLY LINE OF KINGSBURY STREET (FORMERLY FERRY STREET), AND BEING BOUNDED ON THE EAST BY THE WESTERLY LINE OF SAID FRANKLIN-ORLEANS VIADUCT, ON THE WEST BY THE EAST LINE OF VACATED KINGSBURY STREET, ON THE NORTH BY AND EASTERLY AND WESTERLY LINE RUNNING PARALLEL WITH AND 20 FEET NORTH AT RIGHT ANGLES FROM THE CENTER LINE BETWEEN THE TWO MAIN TRACKS OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, AS ESTABLISHED ON APRIL 24, 1963, AND ON THE SOUTH BY AN EASTERLY AND WESTERLY LINE RUNNING PARALLEL WITH 20 FEET SOUTH AT RIGHT ANGLES TO THE CENTERLINE BETWEEN THE SAID TWO MAIN TRACKS, IN COOK COUNTY, ILLINOIS.

**PARCEL 'B2':**

ALL OF THE LAND, PROPERTY AND SPACE LYING WITHIN THE BOUNDARIES PROJECTED

(CONTINUED)

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VERTICALLY DOWNWARD FROM A HORIZONTAL PLANE WHICH IS 23 FEET VERTICALLY ABOVE CHICAGO CITY DATUM OF A STRIP OF LAND 40 FEET WIDE, WHICH ROUNDED ON THE WEST BY THE SOUTHWESTERLY LINE OF THE FRANKLIN-ORLEANS STREET VIADUCT AS NOW LOCATED AND ESTABLISHED; ON THE EAST BY THE NORTHEASTERLY LINE OF SAID FRANKLIN-ORLEANS VIADUCT; ON THE NORTH BY A LINE PARALLEL WITH AND 20 FEET NORTH AT RIGHT ANGLES FROM THE CENTERLINE BETWEEN THE TWO MAIN TRACKS OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, AS ESTABLISHED ON APRIL 24, 1963, AND ON THE SOUTH BY A LINE PARALLEL WITH AND 20 FEET SOUTH AT RIGHT ANGLES FROM THE CENTERLINE BETWEEN SAID TWO MAIN TRACKS.

**PARCEL 'B2':**

ALL OF THE LAND, PROPERTY AND SPACE LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY DOWNWARD FROM A HORIZONTAL PLANE WHICH IS 29.50 FEET VERTICALLY ABOVE CHICAGO CITY DATUM OF A STRIP OF LAND 40 FEET WIDE, SAID STRIP BEING BOUNDED ON THE NORTHERLY AND SOUTHERLY SIDES BY TWO PARALLEL EASTERLY AND WESTERLY LINES, PARALLEL WITH AND DISTANT RESPECTIVELY 20 FEET NORTHERLY AT RIGHT ANGLES AND 20 FEET SOUTHERLY AT RIGHT ANGLES FROM THE CENTERLINE BETWEEN THE TWO MAIN TRACKS OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, AS ESTABLISHED ON APRIL 24, 1963, AND BEING BOUNDED ON THE EASTERLY AND WESTERLY SIDES BY THE EASTERLY LINE OF VACATED KINGSBURY STREET AND THE CENTERLINE OF VACATED KINGSBURY STREET, RESPECTIVELY, IN COOK COUNTY, ILLINOIS.

**PARCEL 'B4':**

ALL THAT PART OF THE WESTERLY 1/2 OF VACATED KINGSBURY STREET AFORESAID, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY LINE OF VACATED KINGSBURY STREET DISTANT 90 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE BETWEEN THE TWO MAIN TRACKS OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY AS ESTABLISHED ON APRIL 24, 1963; THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT ON THE CENTERLINE OF SAID VACATED KINGSBURY STREET (NEW), DISTANT 75 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE AFORESAID CENTERLINE BETWEEN THE TWO MAIN TRACKS; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID VACATED KINGSBURY STREET TO A POINT 30 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE BETWEEN THE SAID TWO MAIN TRACKS; THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO A POINT ON THE WESTERLY LINE OF SAID VACATED KINGSBURY STREET, A DISTANCE 75 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE BETWEEN THE SAID TWO MAIN TRACKS; AND THENCE NORTH ALONG THE WESTERLY LINE OF SAID VACATED KINGSBURY STREET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 'B5':**

A TRACT OF LAND IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST KINZIE STREET AND THE WEST LINE, PRODUCED NORTH, OF VACATED NORTH KINGSBURY STREET (FORMERLY FERRY STREET), SAID WEST LINE BEING 20.0 FEET, MEASURED AT RIGHT ANGLES, EASTERLY FROM AND PARALLEL WITH THE EASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHWARDLY ALONG SAID EXTENDED LINE, A DISTANCE

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OF 87.51 FEET TO A POINT, WHICH IS 90.00 NORTH, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE BETWEEN THE TWO MAIN TRACKS OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, AS ESTABLISHED ON APRIL 24, 1963; AND THE POINT OF BEGINNING ON THE HEREIN DESCRIBED TRACT; THENCE WESTERLY ON A LINE PARALLEL WITH SAID RAILWAY CENTERLINE, A DISTANCE OF 16.63 FEET TO A POINT 4.0 FEET, MEASURED AT RIGHT ANGLES, EASTERLY FROM SAID EASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH SAID EASTERLY DOCK LINE, A DISTANCE OF 60.28 FEET TO A POINT WHICH IS 32.0 FEET NORTH, MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE BETWEEN THE AFORESAID TWO MAIN TRACKS AND A POINT OF CURVE; THENCE SOUTHEASTERLY ON A CURVE WITH A RADIUS OF 18.0 FEET, DELTA ANGLE OF 30 DEGREES, CONVEX WESTWARDLY, A DISTANCE OF 9.42 FEET; THENCE CONTINUING SOUTHEASTERLY ON THE TANGENT LINE EXTENDED OF SAID CURVE, A DISTANCE OF 5.50 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON A CURVE WITH A RADIUS OF 19.50 FEET, DELTA ANGLE OF 30 DEGREES, CONVEX EASTWARDLY, A DISTANCE OF 10.21 FEET; THENCE SOUTHERLY ON A LINE PARALLEL WITH SAID EASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER, A DISTANCE OF 27.00 FEET TO A POINT OF CURVE; THENCE SOUTHERLY ON A CURVE WITH A RADIUS OF 19.50 FEET, DELTA ANGLE OF 30 DEGREES, CONVEX EASTWARDLY, A DISTANCE OF 10.21 FEET; THENCE SOUTHERLY ON THE TANGENT LINE EXTENDED OF SAID CURVE, A DISTANCE OF 5.50 FEET TO A POINT ON CURVE; THENCE SOUTHERLY ON A CURVE WITH A RADIUS OF 18.0 FEET, DELTA ANGLE OF 30 DEGREES, CONVEX WESTWARDLY, A DISTANCE OF 9.42 FEET; THENCE SOUTHERLY ON A LINE PARALLEL WITH SAID EASTERLY DOCK LINE, A DISTANCE OF 37.19 FEET TO A POINT, WHICH IS 75.0 FEET SOUTH, MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE BETWEEN THE AFORESAID TWO MAIN TRACKS; THENCE EASTWARDLY ALONG A LINE PARALLEL WITH SAID CENTERLINE, A DISTANCE OF 16.63 FEET TO A POINT ON THE WESTERLY LINE OF SAID VACATED NORTH KINGSBURY STREET; THENCE NORTHERLY ON THE WESTERLY LINE OF SAID VACATED NORTH KINGSBURY STREET, A DISTANCE OF 171.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 'B6':

A TRACT OF LAND IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST KINZIE STREET AND THE WEST LINE, PRODUCED NORTH OF VACATED NORTH KINGSBURY STREET (FORMERLY FERRY STREET), SAID WEST LINE BEING 20.0 FEET, MEASURED AT RIGHT ANGLES, EASTERLY FROM AND PARALLEL WITH THE EASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHWARDLY ALONG SAID EXTENDED LINE, A DISTANCE OF 87.51 FEET TO A POINT WHICH IS 90.0 FEET NORTH, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE BETWEEN THE TWO MAIN TRACKS OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, AS ESTABLISHED ON APRIL 24, 1963; THENCE WESTERLY ON A LINE PARALLEL WITH SAID RAILWAY CENTERLINE, A DISTANCE OF 16.63 FEET TO A POINT 4.0 FEET, MEASURED AT RIGHT ANGLES, EASTERLY FROM SAID EASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER AND THE POINT OF BEGINNING, OF THE HEREIN DESCRIBED TRACT; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH SAID EASTERLY DOCK LINE, A DISTANCE OF 60.28 FEET TO A POINT, WHICH IS 32.0 FEET NORTH, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE BETWEEN THE AFORESAID TWO MAIN TRACKS AND A POINT OF CURVE; THENCE SOUTHEASTERLY ON A CURVE WITH A RADIUS OF 18.0 FEET, DELTA ANGLE OF 30 DEGREES, CONVEX WESTWARDLY, A DISTANCE OF 9.42 FEET; THENCE CONTINUING

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SOUTHEASTERLY ON THE TANGENT LINE EXTENDED OF SAID CURVE, A DISTANCE OF 5.50 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON A CURVE WITH A RADIUS OF 19.50 FEET, DELTA ANGLE OF 30 DEGREES, CONVEX EASTWARDLY, A DISTANCE OF 10.21 FEET; THENCE SOUTHERLY ON A LINE PARALLEL WITH SAID EASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER, A DISTANCE OF 27.0 FEET TO A POINT OF CURVE; THENCE SOUTHERLY ON A CURVE WITH A RADIUS OF 19.50 FEET, DELTA ANGLE OF 30 DEGREES, CONVEX EASTWARDLY, A DISTANCE OF 10.21 FEET; THENCE SOUTHERLY ON THE TANGENT LINE EXTENDED OF SAID CURVE, A DISTANCE OF 5.50 FEET TO A POINT ON CURVE; THENCE SOUTHERLY ON A CURVE WITH A RADIUS OF 18.0 FEET, DELTA ANGLE OF 30 DEGREES, CONVEX WESTWARDLY, A DISTANCE OF 9.42 FEET; THENCE SOUTHERLY ON A LINE PARALLEL WITH SAID EASTERLY DOCK LINE, A DISTANCE OF 37.19 FEET TO A POINT, WHICH IS 75.0 FEET SOUTH, MEASURED AT RIGHT ANGLES FROM SAID RAILWAY CENTERLINE; THENCE WESTERLY ALONG A LINE PARALLEL WITH SAID CENTERLINE, A DISTANCE OF 4.16 FEET TO A POINT ON THE EASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE NORTHERLY ALONG SAID EASTERLY DOCK LINE, A DISTANCE OF 171.50 FEET TO A POINT ON A LINE WITH SAID RAILWAY CENTERLINE DRAWN THROUGH THE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 4.16 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 'B7':**

ALL OF THE LAND, PROPERTY AND SPACE LYING BELOW ELEVATION 31.0 FEET CHICAGO CITY DATUM AND ABOVE ELEVATION 2.5 FEET CHICAGO CITY DATUM WITHIN THAT PART OF LOT 5 IN BLOCK 7 IN SUBDIVISION OF BLOCKS 6, 7, 14 AND 15 IN ORIGINAL TOWN OF CHICAGO, LYING NORTH OF A LINE 40 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 5 IN BLOCK 7 AND EAST OF A LINE 60 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 5 IN BLOCK 7, (EXCEPT THE SOUTH 7.5 FEET AND THE NORTH 8.5 FEET TO THE EAST 8.0 FEET THEREOF), ALL IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 'B8':**

A STRIP OF LAND, 20 FEET IN WIDTH, LYING EASTERLY OF AND ADJOINING THE EASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER, LYING SOUTH OF THE SOUTH LINE WEST KINZIE STREET, EXTENDED FROM THE EAST, AND LYING NORTH OF A LINE, WHICH IS 90 FEET NORTH, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF BETWEEN THE TWO MAIN TRACKS OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, AS ESTABLISHED APRIL 24, 1963, ALL IN THE SOUTH 1/2 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 'B9':**

THAT PART OF THE WESTERLY 1/2 OF VACATED KINGSBURY STREET LYING SOUTH OF A LINE 50 FEET SOUTH OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE SOUTH LINE OF WEST KINZIE STREET EXTENDED FROM THE EAST AND LYING NORTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID VACATED KINGSBURY STREET DISTANT 90 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE BETWEEN THE TWO MAIN TRACKS OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, AS ESTABLISHED APRIL 24, 1963 AND RUNNING THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT ON THE CENTERLINE OF SAID VACATED KINGSBURY STREET DISTANT 75 FEET NORTHERLY,

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MEASURED AT RIGHT ANGLES FROM THE AFORESAID CENTERLINE BETWEEN THE TWO MAIN TRACKS, ALL IN THE SOUTH 1/2 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL C:

A PERPETUAL NONEXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS A AND B, INCLUSIVE, TO BE USED SOLELY AS A PRIVATE ROADWAY FOR INGRESS AND EGRESS OF PERSONS AND VEHICLES WITHOUT PARKING PRIVILEGES THEREON OVER AND UPON "EXCEPTED PART B" DESCRIBED IN SAID DEED, AS GRANTED IN QUITCLAIM DEED FROM CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY TO LASALLE NATIONAL BANK TRUST NO. 36223 RECORDED JUNE 15, 1974 AS DOCUMENT NUMBER 22750232.

PARCEL D:

NONEXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCELS A AND B, INCLUSIVE, AS GRANTED BY THE RECIPROCAL EASEMENT AGREEMENT BY LASALLE NATIONAL BANK TRUST NO. 121000, 350 NORTH ORLEANS STREET L.L.C. AND 200 WORLD TRADE CENTER L.L.C. RECORDED APRIL 9, 1998 AS DOCUMENT NUMBER 98284695 AND THE FIRST AMENDMENT THEREOF BY THE FIRST TWO AFORESAID PARTIES AND MERCHANDISE MART L.L.C. RECORDED DECEMBER 14, 2004 AS DOCUMENT NUMBER 0434939064, TOGETHER WITH THE SECOND AMENDMENT THEREOF BY THE FIRST TWO AFORESAID PARTIES AND MERCHANDISE MART L.L.C. RECORDED JANUARY 5, 2012 AS DOCUMENT NUMBER 1200516070:

- (I) FOR "WOLF POINT VIADUCT AREA" AND "WOLF POINT PLAZA DRIVE" (REFERRED TO IN THE AFORESAID AMENDMENT AS "PLAZA DRIVE") AS SET FORTH IN SECTION 1.2.1.
- (II) FOR "MERCHANDISE MART PLAZA DRIVE" AND "MART PROPERTY NORTH DRIVE" AS SET FORTH IN SECTION 1.2.2.
- (III) AS SET FORTH IN SECTION 1.4.4 IN AND THROUGH THE "MART/APPAREL BRIDGE" FOR PEDESTRIAN INGRESS TO AND EGRESS FROM THE "MART PROPERTY".

PARCEL E:

PERPETUAL EASEMENT FOR THE BENEFIT OF PARCELS A AND B, INCLUSIVE, AS SET FORTH IN ARTICLE 1.1(A) OF THE PARKING RIGHTS EASEMENT AGREEMENT BETWEEN LASALLE NATIONAL BANK TRUST NO. 121000, 350 NORTH ORLEANS STREET L.L.C. AND 200 WORLD TRADE CENTER L.L.C. RECORDED APRIL 9, 1998 AS DOCUMENT NUMBER 98284711, FOR THE PURPOSES OF (A) PARKING 485 MOTOR VEHICLES (SAID SPACES, SUBJECT TO REDUCTION IN NUMBER IN CERTAIN CIRCUMSTANCES AS PROVIDED IN SECTION 1.7 THEREOF, BEING REFERRED TO AS THE "AGREED SPACES" AND (B) PEDESTRIAN AND VEHICULAR ACCESS, INGRESS AND EGRESS RELATED TO SUCH PARKING.

Address: 350 North Orleans Street, Chicago, IL 60654

PIN: 17-09-400-013, 17-09-400-014, 17-09-400-015, 17-09-400-016, 17-09-400-017, 17-09-400-018, 17-09-400-019, 17-09-400-020, 17-09-400-021, 17-09-400-022, 17-09-400-023, 17-09-400-024, 17-09-400-025, 17-09-400-026, 17-09-400-027, 17-09-400-028, 17-09-400-029, 17-09-400-030, 17-09-400-032, 17-09-400-033