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Doc#: 1535757107 Fee: \$80.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/23/2015 09:28 AM Pg: 1 of 17

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 17-16-230-003-0000

Address:

Street: 141 W. Jackson Boulevard

Street line 2:

City: Chicago

State: IL

ZIP Code: 60604

Lender: STARWOOD PROPERTY MORTGAGE SUB-10-A, L.L.C.

Borrower: CHICAGO BT PROPERTY, LLC

Loan / Mortgage Amount: \$160,800,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is commercial property.

Certificate number: 0E98FC4B-FF8A-41A5-9EF3-7D2BC4EB2151

Execution date: 12/19/2014

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SUBORDINATION, NON-DISTURBANCE, ATTORNMENT AGREEMENT

MORGAN STANLEY BANK, N.A.

(Lender)

- and -

EASTER SEALS, INC.,
an Ohio not-for-profit corporation

(Tenant)

- and -

CHICAGO FT PROPERTY, LLC,
a Delaware limited liability company

(Landlord)

Dated: December 1st, 2015

Location: 141 West Jackson Boulevard, Chicago, Illinois
132 West Van Buren Street, Chicago, Illinois

County: Cook

PREPARED BY AND UPON
RECORDATION RETURN TO:

Anderson, McCoy & Orta, P.C.
100 N. Broadway, 26th Floor
Oklahoma City, OK 73102
Attention: Ore Adesina, Esq.

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "**Agreement**") is made as of December 15, 2015 by and among MORGAN STANLEY BANK, N.A., a national banking association ("**Lender**"), EASTER SEALS, INC., an Ohio not-for-profit corporation ("**Tenant**"), and CHICAGO BT PROPERTY, LLC, a Delaware limited liability company ("**Landlord**").

RECITALS:

A. Lender is the present owner and holder of a mortgage loan (the "**Loan**") made to Landlord, evidenced by the Note (defined below) and secured, in part, by that certain Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing (the "**Security Instrument**") dated as of December 19, 2014, given by Landlord to Starwood Property Mortgage Sub-10-A, L.L.C., a Delaware limited liability company ("**Original Lender**"), recorded on December 19, 2014 in Official Records of Cook County, Illinois (the "**Official Records**") as Document No. 1435344075, as assigned to Starwood Property Mortgage Sub-10, L.L.C., a Delaware limited liability company, pursuant to an instrument dated as of March 11, 2015 and recorded on March 20, 2015 in the Official Records as Document No. 1507919168, as subsequently assigned to Lender pursuant to an instrument dated as of May 1, 2015 and recorded on May 14, 2015 as Document No. 1513416059, which Security Instrument encumbers the fee simple absolute estate of Landlord in certain premises described in Exhibit A attached hereto (the "**Property**") and which, among other security instruments, secures the payment of certain indebtedness owed by Landlord to Lender evidenced by a certain promissory note dated as of December 19, 2014, given by Landlord to Original Lender (the "**Note**"; the Security Instrument, the Note and each of the other documents executed and/or delivered in connection the Loan, the "**Loan Documents**");

B. Tenant is the holder of a leasehold estate in a portion of the Property under and pursuant to the provisions of a certain Lease Agreement dated as of November 20, 2015 between Landlord, as landlord and Tenant, as tenant (as may have been amended, the "**Lease**"); and

C. Tenant has agreed to subordinate the Lease to the Security Instrument and to the lien thereof and Lender has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

AGREEMENT:

For good and valuable consideration, Tenant, Lender and Landlord agree as follows:

1. **Subordination.** The Lease and all of the terms, covenants and provisions thereof and all rights, remedies and options of Tenant thereunder are and shall at all times continue to be subject and subordinate in all respects to the terms, covenants and provisions of the Security Instrument, as of the date hereof, and to the lien thereof, including without limitation, all renewals, increases, modifications, spreaders, consolidations, replacements and extensions thereof and to all sums secured thereby and advances made thereunder with the same force and

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effect as if the Security Instrument had been executed, delivered and recorded prior to the execution and delivery of the Lease.

2. Non-Disturbance. If any action or proceeding is commenced by Lender for the foreclosure of the Security Instrument or the sale of the Property, Tenant shall not be named as a party therein unless such joinder shall be required by law, provided, however, such joinder shall not result in the termination of the Lease or disturb, diminish, interfere with, or adversely affect the Tenant's possession or use of the premises demised thereunder, and the sale of the Property in any such action or proceeding and the exercise by Lender of any of its other rights under the Note, the Security Instrument or the other Loan Documents shall be made subject to all rights of Tenant under the Lease, provided that at the time of the commencement of any such action or proceeding or at the time of any such sale or exercise of any such other remedy by Lender (a) the term of the Lease shall have commenced pursuant to the provisions thereof, (b) Tenant shall be in possession of the premises demised under the Lease, (c) the Lease shall be in full force and effect and (d) Tenant shall not be in default beyond any applicable notice and cure period under any terms, covenants or conditions of the Lease or of this Agreement on Tenant's part to be observed or performed.

3. Attornment. If Lender or any other subsequent purchaser of the Property shall become the owner of the Property by reason of the foreclosure of the Security Instrument or the acceptance of a deed or assignment in lieu of foreclosure or by reason of any other enforcement of the Security Instrument (Lender or such other purchaser being hereinafter referred as "**Purchaser**"), and the conditions set forth in Section 2 above have been met at the time Purchaser becomes owner of the Property, the Lease shall not be terminated or affected thereby but shall continue in full force and effect as a direct lease between Purchaser and Tenant upon all of the terms, covenants and conditions set forth in the Lease and in that event, Tenant agrees to attorn to Purchaser and Purchaser by virtue of such acquisition of the Property shall be deemed to have agreed to accept such attornment, provided, however, that Purchaser shall not be:

a. liable for the failure of any prior landlord (any such prior landlord, including Landlord and any successor landlord, being hereinafter referred to as a "**Prior Landlord**") to perform any of its obligations under the Lease which have accrued prior to the date on which Purchaser shall become the owner of the Property, provided that the foregoing shall not limit Purchaser's obligations under the Lease to correct any conditions of a continuing nature that (i) existed as of the date Purchaser shall become the owner of the Property and (ii) violate Purchaser's obligations as Landlord under the Lease, including any repair or maintenance obligations; provided further, however, that Purchaser shall have received written notice of such omissions, conditions or violations and has had a reasonable opportunity to cure the same, all pursuant to the terms and conditions of the Lease;

b. subject to any offsets, defenses, abatements or counterclaims which shall have accrued in favor of Tenant against any Prior Landlord, including Landlord, other than as stated above or as expressly provided for in the Lease;

c. bound by any payment of rents, additional rents or other sums which Tenant may have paid more than one (1) month in advance to any Prior Landlord except for (i) such sums as are actually received by Purchaser, (ii) such prepayment expressly approved of by

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Purchaser or as expressly provided for in the Lease, (iii) any Termination Fee (as defined in Section 32 of the Lease), (iv) any of the Landlord's Contribution (as defined in Exhibit D of the Lease) until Tenant is fully reimbursed, or (v) any other payment as expressly provided for in the Lease;

d. bound by any agreement terminating or amending or modifying the rent, term, commencement date or other material term of the Lease, or any voluntary surrender of the premises demised under the Lease, made without Lender's prior written consent; or

e. bound by any assignment of the Lease or sublease of the Property, or any portion thereof made prior to the time Purchaser succeeded to Landlord's interest other than if pursuant to the provisions of the Lease.

Nothing in this Section 3 shall be deemed a waiver of any rights or remedies that Tenant may possess or claim against Landlord for any defaults, acts, or omissions of Landlord.

Alternatively, upon the written request of Lender or its successors or assigns, Tenant shall enter into a new lease of the premises demised under the Lease with Lender or such successor or assign, at Lender's or such successor or assign's cost and expense, for the then remaining term of the Lease (including any extensions and renewals of such term) existing prior to Lender's, or its successors or assigns', acquisition of the premises demised under the Lease, upon the same terms and conditions as contained in the Lease, except as otherwise specifically provided in this Agreement.

4. Notice to Tenant. After notice is given to Tenant by Lender that the Landlord is in default under the Note, the Security Instrument and the other Loan Documents and that the rentals under the Lease should be paid to Lender pursuant to the terms of the assignment of leases and rents executed and delivered by Landlord to Lender in connection therewith, Tenant shall (but subject at all times to compliance with applicable law) thereafter pay to Lender or as directed by the Lender, all rentals and all other monies due or to become due to Landlord under the Lease and Landlord hereby expressly authorizes Tenant to make such payments to Lender and hereby releases and discharges Tenant from any liability to Landlord on account of any such payments.

5. Lender's Consent. Tenant shall not, without obtaining the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned, or delayed, (a) enter into any agreement amending, modifying or terminating the Lease, (b) prepay any of the rents, additional rents or other sums due under the Lease for more than one (1) month in advance of the due date thereof, (c) voluntarily surrender the premises demised under the Lease or terminate the Lease without cause or shorten the term thereof other than pursuant to the provisions of the Lease, or (d) assign the Lease or sublet the premises demised under the Lease or any part thereof other than pursuant to the provisions of the Lease; and any such amendment, modification, termination, prepayment, voluntary surrender, assignment or subletting, without Lender's prior consent, shall not be binding upon Lender.

6. Notice to Lender and Right to Cure. Tenant shall notify Lender of any default by Landlord under the Lease and agrees that, notwithstanding any provisions of the Lease to the

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contrary, no notice of cancellation thereof or of an abatement shall be effective unless Lender shall have received notice of default giving rise to such cancellation or abatement and thirty (30) days shall have elapsed following the giving of such notice and following the time when Lender shall have become entitled under the Security Instrument to remedy the same, including such time as may be necessary to acquire possession of the Property if possession is necessary to effect such cure, provided Lender, with reasonable diligence, shall (a) pursue such remedies as are available to it under the Security Instrument so as to be able to remedy the default, and (b) thereafter shall have commenced and continued to remedy such default or cause the same to be remedied. Notwithstanding the foregoing, Lender shall have no obligation to cure any such default. Tenant agrees to accept performance by Lender of any terms of the Lease required to be performed by Landlord with the same force and effect as though performed by Landlord. Notwithstanding anything in this Agreement to the contrary, with respect to the Termination Fee (as defined in Section 32 of the Lease), no notice and cure opportunity shall be provided to Lender due to the strict performance requirements relating to such Termination Fee.

7. Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt electronically confirmed, (ii) one (1) Business Day (hereinafter defined) after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Tenant:

Before occupancy:

Easter Seals, Inc.
233 South Wacker Drive, Suite 2400
Chicago, Illinois 60606
Attention: President
Facsimile No. 312-726-1494

After occupancy:

Easter Seals, Inc.
141 West Jackson Boulevard, Suite 1400A
Chicago, Illinois 60604
Attention: President
Facsimile No. 312-726-1494

With copy to:

Armstrong Teasdale LLP
2345 Grand Boulevard, Suite 1500
Kansas City, Missouri 64108-2617
Attention: Darren K. Sharp
Facsimile No. 816-329-5433

If to Lender:

Morgan Stanley Bank, N.A.
1585 Broadway, 25th Floor

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New York, New York 10036
Attention: Stephen Holmes
Facsimile No.: (646) 225-5491

or addressed as such party may from time to time designate by written notice to the other parties. For purposes of this Section 7, the term "**Business Day**" shall mean a day on which commercial banks are not authorized or required by law to close in the state or commonwealth where the Property is located. Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Lender, Tenant and Purchaser and their respective successors and assigns.

9. Governing Law. This Agreement shall be deemed to be a contract entered into pursuant to the laws of the State or Commonwealth where the Property is located and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State or Commonwealth where the Property is located.

10. Miscellaneous. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

11. Joint and Several Liability. If Tenant consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several.

12. Definitions. The term "Lender" as used herein shall include the successors and assigns of Lender and any person, party or entity which shall become the owner of the Property by reason of a foreclosure of the Security Instrument or the acceptance of a deed or assignment in lieu of foreclosure or otherwise. The term "Landlord" as used herein shall mean and include the present landlord under the Lease and such landlord's predecessors and successors in interest under the Lease, but shall not mean or include Lender unless and until Lender has succeeded to the interest of Landlord under the Lease. The term "Property" as used herein shall mean the Property, the improvements now or hereafter located thereon and the estates therein encumbered by the Security Instrument.

13. Further Acts. Tenant will, at the cost of Tenant, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts and assurances as Lender shall, from time to time, reasonably require, for the better assuring and confirming unto Lender

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the property and rights hereby intended now or hereafter so to be, or for carrying out the intention or facilitating the performance of the terms of this Agreement or for filing, registering or recording this Agreement, or for complying with all applicable laws.

14. Limitations on Purchaser's Liability. In no event shall the Purchaser, nor any heir, legal representative, successor, or assignee of the Purchaser have any personal liability for the obligations of Landlord under the Lease and should the Purchaser succeed to the interests of the Landlord under the Lease, Tenant shall look only to the estate and property of any such Purchaser in the Property for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money in the event of any default by any Purchaser as landlord under the Lease, and no other property or assets of any Purchaser shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to the Lease; provided, however, that the Tenant may exercise any other right or remedy provided thereby or by law in the event of any failure by Landlord to perform any such obligation. Lender shall not, either by virtue of the Security Instrument, this Agreement or any of the other Loan Documents, be or become a mortgagee in possession or be or become subject to any liability or obligation under the Lease or otherwise until Lender shall have acquired the Landlord's interest in the Property, by foreclosure or otherwise, and then such liability or obligation of Lender under the Lease (as modified by the terms of this Agreement) shall extend only to those liabilities or obligations accruing subsequent to the date that Lender has acquired Landlord's interest in the Property. Notwithstanding anything contained in this Agreement or the Lease to the contrary, upon Lender's transfer or assignment of Lender's interests in the Loan, the Lease (or any new lease executed pursuant to this Agreement), or the Property, Lender shall be deemed released and relieved of any obligations under this Agreement, the Lease (or any new lease executed pursuant to this Agreement), and with respect to the Property.

15. Estoppel Certificate. Tenant, shall, from time to time, within fifteen (15) days after request by Lender, execute, acknowledge and deliver to Lender a statement by Tenant certifying that to the best of Tenant's knowledge (a) the Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (b) the amounts of fixed rent, additional rent, percentage rent or other sums, if any, which are payable in respect of the Lease and the commencement date and expiration date of the Lease, (c) the dates to which the fixed rent, additional rent, percentage rent if any, and other sums which are payable in respect to the Lease have been paid, (d) whether or not Tenant is entitled to credits or offsets against such rent, and, if so, the reasons therefor and the amount thereof, (e) that Tenant is not in default in the performance of any of its obligations under the Lease and no event has occurred which, with the giving of notice or the passage of time, or both, would constitute such a default, (f) whether or not Landlord is in default in the performance of any of its obligations under the Lease, and, if so, specifying the same, (g) whether or not any event has occurred which with the giving of such notice or passage of time, or both would constitute such a default, and, if so, specifying each such event, and (h) whether or not Tenant has any claims, defenses or counterclaims against Landlord under the Lease, and, if so, specifying the same, it being intended that any such statement delivered pursuant hereto shall be deemed a representation and warranty to be relied upon by Lender and by others with whom Lender may be dealing, regardless of independent investigation. Tenant also shall include in any such statement such other information concerning the Lease as Lender may reasonably request.

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16. Tenant Improvements. Notwithstanding any contrary provision of this Agreement or any Loan Documents, so long as Tenant is not in default under the Lease beyond any applicable notice and cure period, Lender acknowledges and agrees to honor Tenant's rent abatement and offset rights against Landlord in regard to the remaining balance of the Landlord's Contribution, all as expressly contained in Exhibit B of the Lease until the entire Landlord's Contribution has been paid or credited. No foreclosure sale under the Loan Documents or the exercise of an assignment of rents or similar action by Lender shall impair Tenant's rights of offset or rent abatement set forth in Exhibit B of the Lease until paid in full.

[NO FURTHER TEXT ON THIS PAGE]


Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Lender, Tenant and Landlord have duly executed this Agreement as of the date first above written.

LENDER:

MORGAN STANLEY BANK, N.A., a national banking association

By: 
Name: **Stephen W. Holmes**
Title: **Authorized Signatory**

TENANT:

EASTER SEALS, INC. an Ohio not-for-profit corporation

By: _____
Name:
Title:

LANDLORD:

CHICAGO BT PROPERTY, LLC, a Delaware limited liability company

By: Chicago BT Mezz, LLC, a Delaware limited liability company, its Sole Member

By: _____
Name:
Title:

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Lender, Tenant and Landlord have duly executed this Agreement as of the date first above written.

LENDER:

MORGAN STANLEY BANK, N.A., a national banking association

By: _____
Name:
Title:

TENANT:

EASTER SEALS, INC. an Ohio not-for-profit corporation

By: Randall L. Rutta
Name: **RANDALL L. RUTTA**
Title: **President & CEO**

LANDLORD:

CHICAGO BT PROPERTY, LLC a Delaware limited liability company

By: Chicago BT Mezz, LLC, a Delaware limited liability company, its Sole Member

By: [Signature]
Name: **Michael A. Klein**
Title: **Vice President**

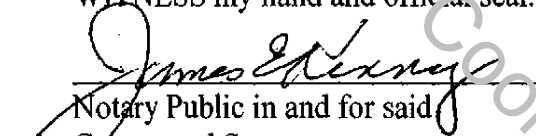
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STATE OF NY)
)
COUNTY OF NY) ss.

On December 14, 2015 before me, the undersigned, personally appeared STEPHEN HOLMES, as EXECUTIVE DIRECTOR of Morgan Stanley Bank, N.A., a national banking association, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public in and for said
County and State
Name: JAMES E. KENNY

JAMES E KENNY
Notary Public, State of New York
No. 02KE6270668
Qualified in Queens County
Commission Expires Oct. 22, 2016

(SEAL)

STATE OF _____)
)
COUNTY OF _____) ss.

On December _____, 2015 before me, the undersigned, personally appeared [_____], as _____ of Easter Seals, Inc., an Ohio not-for-profit corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said
County and State
Name: _____

(SEAL)

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STATE OF _____)

COUNTY OF _____)

ss.

On December _____, 2015 before me, the undersigned, personally appeared _____, as _____ of Morgan Stanley Bank, N.A., a national banking association, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said
County and State

Name: _____

(SEAL)

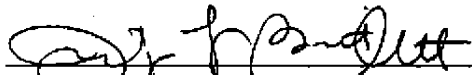
STATE OF ILLINOIS)

COUNTY OF COOK)

ss.

On December 10, 2015 before me, the undersigned, personally appeared Randall L. Ruffa, as President/CEO of Easter Seals, Inc., an Ohio not-for-profit corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public in and for said
County and State

Name: Jennifer L. Bartlett



(SEAL)

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STATE OF Illinois)
COUNTY OF COOK)

ss.

On December _____, 2015, before me, the undersigned, personally appeared [Michael A. Klein], as Vice President of Chicago BT Mezz, LLC, a Delaware limited liability company, in its capacity as the sole member of Chicago BT Property, LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]

Notary Public in and for said
County and State

Name: Patricia Chmielewski

(SEAL)



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EXHIBIT A

Legal Description of Property

PARCEL 1:

BLOCKS 1 AND 2 IN THE BOARD OF TRADE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCKS 98 AND 115 IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 26, 1880 IN BOOK 18 OF PLATS, PAGE 54, AS DOCUMENT 503983, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PARCEL OF LAND, COMPRISED OF PART OF EACH OF LOTS 4, 5, 6, 7, AND 8, AND OF PART OF S. SHERMAN STREET, 60 FEET WIDE, LYING WEST OF AND ADJOINING SAID LOTS, ALL IN S. W. SHERMAN SUBDIVISION OF BLOCK 98 IN SCHOOL SECTION ADDITION TO CHICAGO, SAID PARCEL OF LAND BEING THAT PART OF S. SHERMAN STREET LYING WEST OF AND ADJOINING THE WEST LINE OF LOT OR BLOCK 1 AND WEST OF AND ADJOINING THE WEST LINE OF LOT OR BLOCK 2 IN THE BOARD OF TRADE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCKS 98 AND 115 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID LOT OR BLOCK 1 WITH A LINE 180.50 FEET, MEASURED PERPENDICULARLY, SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID LOT OR BLOCK 1, AND RUNNING THENCE NORTH 89 DEGREES 54 MINUTES 51 SECONDS WEST ALONG A WESTWARD EXTENSION OF SAID PARALLEL LINE, A DISTANCE OF 17.485 FEET; THENCE SOUTH ZERO DEGREES 05 MINUTES 09 SECONDS WEST A DISTANCE OF 216.794 FEET TO AN INTERSECTION WITH THE WESTWARD EXTENSION OF THE SOUTH LINE OF SAID LOT OR BLOCK 2; THENCE SOUTH 89 DEGREES 54 MINUTES 35 SECONDS EAST ALONG SAID WESTWARD EXTENSION OF THE SOUTH LINE OF SAID LOT OR BLOCK 2, A DISTANCE OF 18.383 FEET TO THE SOUTHWEST CORNER OF SAID LOT OR BLOCK 2; AND THENCE NORTH ZERO DEGREES 09 MINUTES 05 SECONDS WEST ALONG THE WEST LINE OF SAID LOT OR BLOCK 2 AND ALONG THE WEST LINE OF SAID LOT OR BLOCK 1, A DISTANCE OF 216.728 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

ALL THAT PART OF SOUTH LASALLE STREET DESCRIBED AS FOLLOWS:

A PARCEL OF LAND, COMPRISED OF THOSE PARTS OF LOTS 12, 13, 18, 19 AND 24 IN THE SUBDIVISION OF BLOCK 115 IN SCHOOL SECTION ADDITION TO CHICAGO, LYING WITHIN THAT PART OF SOUTH LASALLE STREET LYING EAST OF AND ADJOINING THE EAST LINE OF LOT OR BLOCK 1 AND EAST OF AND ADJOINING THE EAST LINE OF LOT OR BLOCK 2 IN THE BOARD OF TRADE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCKS 98 AND 115 IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

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BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID LOT OR BLOCK 1, WITH A LINE 180.50 FEET, MEASURED PERPENDICULARLY, SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID LOT OR BLOCK 1, AND RUNNING THENCE SOUTH 89 DEGREES 54 MINUTES 51 SECONDS EAST ALONG AN EASTWARD EXTENSION OF SAID PARALLEL LINE, A DISTANCE OF 18.957 FEET; THENCE SOUTH ZERO DEGREES 05 MINUTES 09 SECONDS WEST A DISTANCE OF 216.812 FEET TO AN INTERSECTION WITH THE EASTWARD EXTENSION OF THE SOUTH LINE OF SAID LOT OR BLOCK 2; THENCE NORTH 89 DEGREES, 54 MINUTES, 35 SECONDS WEST ALONG SAID EASTWARD EXTENSION OF THE SOUTH LINE OF SAID LOT OR BLOCK 2 A DISTANCE OF 17.442 FEET TO THE SOUTHEAST CORNER OF SAID LOT OR BLOCK 2; AND THENCE NORTH ZERO DEGREES 18 MINUTES 52 SECONDS WEST ALONG THE EAST LINE OF SAID LOT OR BLOCK 2 AND ALONG THE EAST LINE OF SAID LOT OR BLOCK 1, A DISTANCE OF 216.816 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE NORTH 1/2 OF ALL THAT PART OF W. VAN BUREN STREET DESCRIBED AS FOLLOWS: A PART OF THE SPACE IN W. VAN BUREN STREET LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 2 OR BLOCK 2, AND SAID SOUTH LINE EXTENDED WEST, IN THE BOARD OF TRADE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PARTS OF BLOCK 98 AND 115 IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PART LIES WITHIN THE VERTICAL EXTENSION OF THE BOUNDARIES DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF LOT 2 OR BLOCK 2, AFORESAID, (BEING ALSO THE NORTH LINE OF W. VAN BUREN STREET) AT A POINT WHICH IS 9.25 FEET EAST FROM THE SOUTHWEST CORNER OF SAID LOT 2 OR BLOCK 2, AND RUNNING THENCE WEST ALONG SAID SOUTH LINE AND ALONG SAID SOUTH LINE EXTENDED, A DISTANCE OF 21.12 FEET; THENCE SOUTH PERPENDICULAR TO SAID LAST DESCRIBED LINE, A DISTANCE OF 66.00 FEET TO A POINT ON THE SOUTH LINE OF SAID W. VAN BUREN STREET, BEING ALSO THE NORTH LINE OF LOT 1 IN PETER TEMPLE'S SUBDIVISION OF BLOCK 99, AND THAT PART OF THE SUBDIVISION OF BLOCK 114 (TAKEN AS A TRACT, INCLUDING VACATED ALLEYS) ALL IN THE AFOREMENTIONED SCHOOL SECTION ADDITION TO CHICAGO; THENCE EAST ALONG THE SOUTH LINE OF W. VAN BUREN STREET A DISTANCE OF 21.12 FEET, AND THENCE NORTH, A DISTANCE OF 66.00 FEET TO THE POINT OF BEGINNING, AND WHICH PART OF SAID SPACE LIES ABOVE A HORIZONTAL PLANE 68.15 FEET ABOVE CHICAGO CITY DATUM AND BELOW A HORIZONTAL PLANE 95.05 FEET ABOVE CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS, AS VACATED BY ORDINANCE RECORDED AS DOCUMENT 86100377 AND AS CORRECTED BY ORDINANCE RECORDED AS DOCUMENT 86503476.

PARCEL 5:

EASEMENT FOR THE BENEFIT OF PARCELS 1, 2, 3 AND 4 TAKEN AS A SINGLE TRACT, AS PROVIDED IN DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS DATED APRIL 23, 2012 AND RECORDED APRIL 26, 2012 AS DOCUMENT 1211734060 AND CREATED IN CONJUNCTION WITH DEED FROM BOARD OF TRADE OF THE CITY OF CHICAGO, INC. TO US CHICAGO BT, LLC DATED APRIL 23, 2012 AND RECORDED APRIL 26, 2012 AS DOCUMENT 1211734059 FOR PEDESTRIAN INGRESS AND EGRESS OVER AND THROUGH THE INTERNAL PEDESTRIAN EASEMENTS AS DEFINED THEREIN, PEDESTRIAN AND

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VEHICULAR INGRESS TO AND EGRESS FROM THE EAST BUILDING GROUND LEVEL ACCESS EASEMENT AS DEFINED THEREIN, AND FOR REPAIR AND MAINTENANCE, AND FOR ENCROACHMENTS, OVER THE EAST BUILDING PARCEL AS DEFINED THEREIN, AND FOR PEDESTRIAN INGRESS AND EGRESS OVER THE PARKING GARAGE EASEMENT AS DEFINED THEREIN.

141 WEST JACKSON BOULEVARD, CHICAGO, IL

PROPERTY INDEX NUMBERS:

17-16-230-003-0000

17-16-230-005-0000

Property of Cook County Clerk's Office