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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/02/2016 12:44 PM PG: 1 OF 15

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<b>Katten Muchin Rosenman LLP</b> <b>525 W. Monroe Street</b> <b>Chicago, Illinois 60661-3693</b> <b>Attn: Jason Vismantas</b>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME <b>EUGENIE TERRACE S/E, LLC</b>					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>1033 Skokie Boulevard, Suite 660</b>		CITY <b>Northbrook</b>	STATE <b>IL</b>	POSTAL CODE <b>60062</b>	COUNTRY <b>USA</b>

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>AXA EQUITABLE LIFE INSURANCE COMPANY</b>					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>1290 Avenue of the Americas</b>		CITY <b>New York</b>	STATE <b>NY</b>	POSTAL CODE <b>10104</b>	COUNTRY <b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral:

This Financing Statement covers all of the collateral described on Schedule 1 attached hereto.



Near North National Title  
222 N. LaSalle  
Chicago, IL 60601

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative			
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility		6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensors			

8. OPTIONAL FILER REFERENCE DATA:

File with Cook County Recorder

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## UCC FINANCING STATEMENT ADDENDUM

### FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME <b>EUGENIE TERRACE SPE, LLC</b>	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME				
OR				
10b. INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13.  This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

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

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

16. Description of real estate:

See Exhibit A attached hereto and by reference incorporated herein.

17. MISCELLANEOUS:

**File with Cook County Recorder**

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## SCHEDULE I TO UCC FINANCING STATEMENT

Debtor: EUGENIE TERRACE SPE, LLC, a Delaware limited liability company, located at 1033 Skokie Boulevard, Suite 660, Northbrook, Illinois 60062 (“Debtor”)

Secured Party: AXA EQUITABLE LIFE INSURANCE COMPANY, a New York corporation, located at 1290 Avenue of the Americas, New York, New York 10104 (“Secured Party”)

Reference is hereby made to that certain Mortgage, Security Agreement and Fixture Filing from Debtor for the benefit of Secured Party (the “Mortgage”). Capitalized terms used below and not otherwise defined shall have the meanings assigned to such terms in the Mortgage.

This financing statement covers all of Debtor’s right, title and interest in, to and under any and all the following, whether now owned or hereafter acquired by Debtor (collectively, the “Premises”), subject to the Permitted Encumbrances:

- a) all that certain lot, piece or parcel of land or lots, pieces or parcels of land, as the case may be (the “Land”), more particularly described in Exhibit A attached hereto and made a part hereof;
- b) the Improvements;
- c) the Equipment;
- d) all and singular the tenements, hereditaments, easements, rights of way and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of Debtor, of, in and to the same and of, in and to every part and parcel thereof;
- e) all right, title and interest of Debtor, if any, in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the above described real estate to the center line thereof;
- f) all Leases and all Rents;
- g) all right, title and interest of Debtor in, to and under any and all Contracts;
- h) all insurance policies maintained by or for the benefit of Debtor with respect to the Premises and/or the business of Debtor conducted in connection therewith, all premiums paid or due and payable thereunder and all proceeds paid or due and payable thereunder;

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- i) all sums held in escrow by Secured Party pursuant to the Mortgage and/or any other Loan Document;
- j) all proceeds, compensation, awards, damages and other payments (collectively, "proceeds") paid or due and payable by any governmental or quasi-governmental authority or corporation on account of any Taking of all or any portion of the Premises, including interest thereon, and the right to receive the same;
- k) all contracts of sale for or assignment of the Premises or any part thereof or interest therein and all sums paid or due and payable thereunder, including, without limitation, any and all earnest moneys and/or other deposits made or due and payable thereunder;
- l) all Plans and Specifications;
- m) all claims and/or choses in action of any kind whatsoever arising in tort, by contract or otherwise which Debtor now has or may at any time hereafter acquire with respect to the Premises or any part thereof or interest therein or the business of the Debtor conducted in connection therewith together with the right to take any action or file any papers or process with any governmental or quasi-governmental authority or in any court of competent jurisdiction which action or filing may, in the opinion of Secured Party, be necessary to preserve, protect or enforce such rights, claims and choses in action, including the right to file any proof of claim in any bankruptcy or insolvency proceeding under any Federal, state or other laws; and any rights, claims or awards accruing to or to be paid to Debtor in its capacity as lessor or lessee under any Lease; and
- n) all proceeds of the conversion, voluntary or involuntary, permitted or otherwise, of any of the foregoing into cash or liquidated claims.

## Definitions:

**"Assignment of Leases and Rents"** shall mean that certain Assignment of Leases and Rents being executed and delivered by Debtor to Secured Party and being recorded immediately following the Mortgage, and any and all amendments and/or modifications thereto.

**"Contracts"** shall mean any and all contracts, agreements and other undertakings of any kind whatsoever, written or oral, for the delivery of services and/or the acquisition of supplies or materials in connection with the ownership, management, operation, maintenance, leasing, construction and/or improvement of the Premises (including, without limitation, all Construction Contracts and all other contracts and subcontracts relating to the construction and completion of the Renovation Work or any portion thereof).

**"Construction Contract"** shall mean any construction contract entered into by Debtor with respect to the construction and completion of the Renovation Work or any portion thereof.

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**“Equipment”** shall mean all machinery, apparatus, equipment, fittings, fixtures, and articles of personal property of every kind and nature whatsoever, other than consumable goods, now or hereafter located in or upon the Land or any part thereof and used or usable in connection with any present or future operation thereof including, without limitation, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts, and compressors; but not including any personal property of tenants under the Leases and not including leased personal property at the Premises.

**“Guarantors”** means Terry A. McKay, an individual, Thomas B. Rosenberg, an individual, Capital Associates Development Corp., an Illinois corporation, and any other person acting as a guarantor or indemnitor under any guaranty or indemnity agreement executed in connection with the secured loan.

**“Improvements”** shall mean all buildings, structures and other improvements now or hereafter existing, erected or placed on or under the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land or any portion thereof; all fixtures of every kind and nature whatsoever now or hereafter owned by Debtor and used or procured for use in connection with Premises.

**“Indebtedness”** means the due, prompt and complete (1) payment when due, whether at stated maturity, by acceleration or otherwise, of all principal, interest and other sums due and payable under the Note; (2) payment of all other sums which may now or hereafter be due and owing to Secured Party under the terms of the Mortgage or any other Loan Document, including, without limitation, interest thereon; (3) observance, performance, fulfillment and discharge of each and every obligation, covenant, condition, warranty, representation, agreement and liability of Debtor under or pursuant to the provisions of the Note, the Mortgage and/or any other Loan Document, regardless of how characterized herein; (4) costs of enforcement and collection under the Mortgage or under the other Loan Documents; and (5) interest on all of the foregoing in accordance with the Loan Documents.

**“Leases”** shall mean all leases, license agreements, and other occupancy or use agreements (whether oral or written), now or hereafter existing, under which the Debtor is the landlord or equivalent which cover or relate to all or any part of the Premises, together with all options therefor and guarantees thereof, if any, and any and all amendments, modifications, extensions and/or renewals of the foregoing.

**“Loan Document”** shall mean the Note, the Mortgage, the Assignment of Leases and Rents and any and all other documents or instruments now or hereafter given by or on behalf of Debtor or Guarantors to or for the benefit of Secured Party evidencing, securing or in any way relating to the Indebtedness evidenced by the Note or the security given therefor.

**“Note”** shall mean that certain Note made by Debtor in favor of Secured Party in the amount set forth on the cover page of the Mortgage and all replacements, substitutions, modifications, renewals and extensions thereof.

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**“Permitted Encumbrances”** means (i) any lien for Property Taxes not yet due and payable, (ii) those encumbrances and exceptions to title to the Premises set forth in the Mortgage, and (iii) those additional encumbrances and exceptions to title to the Premises to which Secured Party consents in writing at any time after the date hereof, after the date of the Mortgage.

**“Plans and Specifications”** shall mean, with respect to each Renovation Item, the plans and specifications for the renovation of the Improvements, as approved by Secured Party, to the extent that Secured Party’s approval is required under the Mortgage.

**“Property Taxes”** shall mean all real estate taxes, personal property taxes, assessments (general and special), imposts, levies, all other taxes and public charges that are included in the property tax bill for the Premises, imposed upon or assessed against Debtor or the Premises or upon the revenues, rents, issues, income and profits of use or possession thereof, any stamp or other taxes which may be required to be paid with respect to any of the Loan Documents, any of which might, if unpaid, result in a lien on the Premises, regardless to whom paid or assessed, imposed by any authority having the direct power to tax, including any city, county, state or Federal government, or any school, architectural, lighting, drainage or other improvement or special assessment district thereof, against any legal or equitable interest in the Premises. Property Taxes shall not include any franchise tax, income tax, Illinois replacement tax or other similar tax payable by Secured Party.

**“Renovation Item”** means each discrete portion of the Renovation Work.

**“Renovation Work”** means all of the renovation work for the Premises to be performed by Debtor pursuant to the Mortgage.

**“Rents”** shall mean rents, royalties, issues, profits, revenues, income and other benefits of the Premises arising at any time (including, without limitation, after the filing of any petition under any present or future Federal or state bankruptcy or similar law) from the use or enjoyment thereof, including, without limitation, cash, letters of credit or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether said cash, letters of credit or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due, additional, percentage, participation and other rentals, fees and deposits, and any and all sums paid or due and payable in connection with the modification or termination of any of the Leases.

**“Taking”** shall mean the taking of the Premises or any part thereof or interest therein by reason of any public improvement or condemnation proceeding or by the exercise of the power of eminent domain or any other activity by the governmental or quasi-governmental authority or corporation of any kind on or off the Premises, including, without limitation, change of the grade of any street, resulting in damage or injury to the Premises or any part thereof or interest therein, including, without limitation, reduction in the value thereof.

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## EXHIBIT A TO UCC FINANCING STATEMENT

### Legal Description

THE SUBJECT PROPERTY IS DESCRIBED BELOW AS PARCEL 1, WHICH LIES WITHIN A LARGER TRACT OF LAND (THE "LARGER TRACT"). THE LARGER TRACT IS DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMPRISED OF SUNDRY LOTS IN NORTH ADDITION TO CHICAGO, IN COUNTY CLERK'S DIVISION OF THAT PORTION OF UNSUBDIVIDED LANDS LYING BETWEEN THE EAST LINE OF NORTH ADDITION AND THE WEST LINE OF NORTH CLARK STREET IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33 AFORESAID, IN THE SUBDIVISION OF LOT 2 IN BLOCK "A" IN SAID COUNTY CLERK'S DIVISION, IN CLARK STREET ADDITION IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, IN JOHN C. ENDER'S SUBDIVISION OF THE EAST 60.00 FEET OF SUBLOTS 4 AND 5 OF LOTS 7 AND 8 AND OF LOT 6 NORTH OF EUGENIE STREET IN NORTH ADDITION TO CHICAGO; AND IN ADOLPH OLSEN'S SUBDIVISION OF PART OF LOTS 6 AND 7 IN SAID NORTH ADDITION, TO CHICAGO; WHICH TRACT OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 10 IN SAID NORTH ADDITION TO CHICAGO, AND RUNNING THENCE EAST ALONG THE NORTH LINE OF SAID LOT 10 AND ALONG THE NORTH LINE OF LOT 1 IN THE SUBDIVISION OF LOT 2 IN BLOCK "A" AFORESAID, A DISTANCE OF 280.80 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTHEASTWARDLY ALONG THE EASTERLY LINE OF SAID LOT 1, ALONG THE EASTERLY LINE OF LOTS 1, 2, 3 AND 4 IN SAID CLARK STREET ADDITION, AND ALONG THE EASTERLY LINE OF LOTS 6 AND 7 IN THE SUBDIVISION OF LOT 2 IN BLOCK "A" AFORESAID, A DISTANCE OF 164.13 FEET TO A DEFLECTION POINT IN THE EAST LINE OF SAID LOT 7; THENCE SOUTH ALONG THE EAST LINE OF LOTS 7, 8 AND 9 IN THE SUBDIVISION OF LOT 2 IN BLOCK "A" AFORESAID AND ALONG THE EAST LINE OF LOTS 3, 4, 5, 6, 7, 8, 9 AND 10 IN SAID BLOCK "A", A DISTANCE OF 257.22 FEET TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 10 IN BLOCK "A"; ALONG THE SOUTH LINE OF LOTS 1 AND 2 IN SAID ENDER'S SUBDIVISION; AND ALONG THE SOUTH LINE OF LOTS 12, 11, 10 AND 9 IN SAID ADOLPH OLSEN'S SUBDIVISION A DISTANCE OF 250.65 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 80.05 FEET TO THE SOUTHEAST CORNER OF LOT 3 IN SAID ADOLPH OLSEN'S SUBDIVISION; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 95.08 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; AND THENCE NORTH ALONG THE WEST LINE OF LOTS 3, 2 AND 1 IN SAID ADOLPH OLSEN'S SUBDIVISION AND ALONG THE WEST LINE OF LOTS 7, 8, 9 AND 10, IN SAID NORTH ADDITION TO CHICAGO, A DISTANCE OF 328.14 FEET TO THE POINT OF BEGINNING.

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PARCEL 1 (HIGH RISE AND PARKING STRUCTURES): (HIGH RISE STRUCTURE)

A PART OF THE LAND, PROPERTY AND SPACE LYING WITHIN THE TRACT OF LAND HEREINBEFORE DESCRIBED, WHICH PART OF SAID LAND, PROPERTY AND SPACE IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT, AND RUNNING THENCE OUTHEASTWARDLY ALONG THE NORTHEASTERLY LINE OF SAID TRACT (BEING ALSO THE SOUTHWESTERLY LINE OF N. CLARK STREET) A DISTANCE OF 38.00 FEET, TO AN INTERSECTION WITH A LINE WHICH IS 34.90 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID TRACT, BEING THE POINT OF BEGINNING FOR THAT PART HEREINAFTER DESCRIBED; THENCE CONTINUING SOUTHEASTWARDLY ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 126.13 FEET TO A DEFLECTION POINT IN SAID LINE; THENCE SOUTH ALONG THE EAST LINE OF THE AFORESAID TRACT OF LAND (BEING ALSO THE WEST LINE OF N. LASALLE STREET) A DISTANCE OF 71.40 FEET TO AN INTERSECTION WITH A LINE WHICH IS 222.14 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID TRACT; THENCE ALONG LINES WHICH ARE PARALLEL WITH OR PERPENDICULAR TO THE NORTH LINE OF SAID TRACT OF LAND, RESPECTIVELY, THE FOLLOWING COURSES AND DISTANCES: WEST 68.67 FEET; NORTH 5.00 FEET; WEST 112.88 FEET; NORTH 20.00 FEET; WEST 20.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS PERPENDICULAR TO THE NORTH LINE OF SAID TRACT AT A POINT, WHICH IS 144.16 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE ALONG SAID PERPENDICULAR LINE AND ALONG LINES WHICH ARE PARALLEL WITH OR PERPENDICULAR TO THE AFORESAID NORTH LINE, RESPECTIVELY, THE FOLLOWING COURSES AND DISTANCES: NORTH 143.14 FEET; EAST 126.68 FEET; NORTH 19.10 FEET TO THE AFORESAID LINE WHICH IS 34.90 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID TRACT, AND THENCE EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

ALSO

(PARKING STRUCTURE - NORTH EXTENSION)

THAT PART OF THE LAND, PROPERTY AND SPACE IN SAID TRACT OF LAND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 17.83 FEET ABOVE CHICAGO CITY DATUM, AND WHICH PART OF SAID LAND, PROPERTY AND SPACE LIES WITHIN THE VERTICAL PROJECTIONS OF THE BOUNDARIES DESCRIBED AS FOLLOWS: COMMENCING ON THE NORTH LINE OF THE AFOREMENTIONED TRACT OF LAND AT A POINT WHICH IS 144.16 FEET EAST OF THE NORTHWEST CORNER THEREOF, AND RUNNING THENCE SOUTH ALONG A LINE WHICH IS PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 36.02 FEET, TO THE POINT OF BEGINNING FOR THAT PART OF SAID TRACT HEREINAFTER DESCRIBED: THENCE CONTINUING SOUTH ALONG LAST DESCRIBED PERPENDICULAR LINE, A DISTANCE OF 161.12 FEET; THENCE ALONG LINES WHICH ARE PARALLEL WITH OR PERPENDICULAR TO THE AFORESAID NORTH LINE, RESPECTIVELY, THE FOLLOWING COURSES AND DISTANCES: EAST 20.00 FEET; SOUTH 20.00 FEET;

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WEST 88.00 FEET; NORTH 181.12 FEET; AND EAST 68.00 FEET TO THE POINT OF BEGINNING.

ALSO

(PARKING STRUCTURE - BASEMENT LEVEL)

THAT PART OF THE LAND, PROPERTY AND SPACE IN SAID TRACT OF LAND, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 15.92 FEET ABOVE CHICAGO CITY DATUM AND WHICH PART OF SAID LAND, PROPERTY AND SPACE LIES WITHIN THE VERTICAL PROJECTIONS OF THE BOUNDARIES DESCRIBED AS FOLLOWS: COMMENCING ON THE EAST LINE OF SAID TRACT (BEING ALSO THE WEST LINE OF N. LASALLE STREET) AT THE INTERSECTION OF SAID LINE WITH A LINE WHICH IS 222.14 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID TRACT, AND RUNNING THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 10.09 FEET TO THE POINT OF BEGINNING FOR THAT PART HEREINAFTER DESCRIBED: THENCE SOUTH ALONG A LINE PERPENDICULAR TO LAST DESCRIBED COURSE AND ALONG LINES WHICH ARE PERPENDICULAR TO OR PARALLEL WITH SAID LINE, RESPECTIVELY, THE FOLLOWING COURSES AND DISTANCES: SOUTH 151.50 FEET; WEST 11.33 FEET; SOUTH 24.33 FEET; EAST 38.34 FEET; NORTH 2.00 FEET; WEST 190.99 FEET TO AN INTERSECTION WITH A WEST LINE OF SAID TRACT OF LAND, AT A POINT WHICH IS 12.16 FEET NORTH OF THE SOUTH LINE OF SAID TRACT (BEING ALSO THE NORTH LINE OF W. EUGENIE STREET); THENCE NORTH ALONG SAID WEST LINE, A DISTANCE OF 67.89 FEET TO A CORNER IN SAID WEST LINE; THENCE WEST ALONG A SOUTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 83.08 FEET TO A POINT WHICH IS 12.00 FEET EAST FROM THE WEST LINE OF SAID TRACT (BEING ALSO THE EAST LINE OF N. WELLS STREET); THENCE NORTH ALONG A LINE WHICH IS PERPENDICULAR TO THE NORTH LINE OF SAID TRACT, A DISTANCE OF 116.21 FEET TO AN INTERSECTION WITH A LINE WHICH IS 211.92 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID TRACT; THENCE EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 64.27 FEET TO AN INTERSECTION WITH A LINE WHICH IS PERPENDICULAR TO THE NORTH LINE OF SAID TRACT, AT A POINT WHICH IS 76.16 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE ALONG SAID PERPENDICULAR LINE AND ALONG LINES WHICH ARE PARALLEL WITH OR PERPENDICULAR TO THE AFORESAID NORTH LINE, THE FOLLOWING COURSES AND DISTANCES: SOUTH 5.22 FEET; EAST 200.71 FEET; SOUTH 5.00 FEET, AND EAST 58.75 FEET TO THE POINT OF BEGINNING.

ALSO

(PARKING STRUCTURE - STREET AND SECOND LEVEL)

THAT PART OF THE LAND, PROPERTY AND SPACE IN SAID TRACT OF LAND HEREINBEFORE DESCRIBED, LYING ABOVE SAID HORIZONTAL PLANE HAVING AN ELEVATION OF 15.92 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.00 FEET ABOVE CHICAGO

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CITY DATUM AND WHICH LIES WITHIN THE VERTICAL PROJECTION OF THE BOUNDARIES DESCRIBED AS FOLLOWS: COMMENCING ON THE EAST LINE OF SAID TRACT, (BEING ALSO THE WEST LINE OF N. LASALLE STREET) AT THE INTERSECTION OF SAID LINE WITH A LINE WHICH IS 222.14 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID TRACT, AND RUNNING THENCE WEST ALONG THE SAID PARALLEL LINE, A DISTANCE OF 41.09 FEET TO THE POINT OF BEGINNING FOR THAT PART HEREINAFTER DESCRIBED: THENCE ALONG LINES WHICH ARE PERPENDICULAR TO OR PARALLEL WITH THE NORTH LINE OF SAID TRACT, THE FOLLOWING COURSES AND DISTANCES: SOUTH 150.50 FEET; WEST 18.00 FEET; NORTH 7.67 FEET; WEST 75.66 FEET; NORTH 6.42 FEET; WEST 9.00 FEET; NORTH 1.58 FEET; WEST 6.57 FEET; SOUTH 8.00 FEET; WEST 100.43 FEET TO AN INTERSECTION WITH A WEST LINE OF SAID TRACT OF LAND, AT A POINT WHICH IS 43.16 FEET NORTH OF THE SOUTH LINE OF SAID TRACT (BEING ALSO THE NORTH LINE OF W. EUGENIE STREET); THENCE NORTH ALONG SAID WEST LINE, A DISTANCE OF 36.89 FEET TO A CORNER IN SAID WEST LINE; THENCE WEST ALONG A SOUTH LINE OF SAID TRACT OF LAND A DISTANCE OF 52.08 FEET TO A POINT WHICH IS 43.00 FEET EAST FROM THE WEST LINE OF SAID TRACT (BEING ALSO THE EAST LINE OF N. WELLS STREET); THENCE CONTINUING ALONG LINES WHICH ARE PERPENDICULAR TO OR PARALLEL WITH THE NORTH LINE OF SAID TRACT, THE FOLLOWING COURSES AND DISTANCES: NORTH 91.14 FEET; EAST 6.83 FEET; NORTH 14.83 FEET; EAST 2.17 FEET, AND NORTH 10.22 FEET TO AN INTERSECTION WITH A LINE WHICH IS 211.92 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID TRACT; THENCE EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 24.27 FEET TO AN INTERSECTION WITH A LINE WHICH IS PERPENDICULAR TO THE NORTH LINE OF SAID TRACT, AT A POINT WHICH IS 76.16 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE ALONG SAID PERPENDICULAR LINE AND ALONG LINES WHICH ARE PARALLEL WITH OR PERPENDICULAR TO AFORESAID NORTH LINE, THE FOLLOWING COURSES AND DISTANCES: SOUTH 5.22 FEET; EAST 200.71 FEET; SOUTH 5.00 FEET, AND EAST 27.75 FEET TO THE POINT OF BEGINNING.

ALSO

(STAIR NO. 1 - TERRACE LEVEL)

A PART OF THE PROPERTY AND SPACE, TO BE OCCUPIED BY A STAIRWAY AT THE TERRACE LEVEL OF THE GARAGE STRUCTURE, IN THE "TRACT" HEREINBEFORE DESCRIBED, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 48.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE VERTICAL PROJECTIONS OF THE BOUNDARIES DESCRIBED AS FOLLOWS: COMMENCING ON THE EAST LINE OF SAID "TRACT", BEING ALSO THE WEST LINE OF N. LASALLE STREET, AT THE INTERSECTION OF SAID LINE WITH A LINE WHICH IS 222.14 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID "TRACT", AND RUNNING THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 84.76 FEET; THENCE SOUTH ALONG A LINE WHICH IS PERPENDICULAR TO SAID LAST DESCRIBED COURSE, A DISTANCE OF

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5.00 FEET TO THE POINT OF BEGINNING FOR THAT PART HEREINAFTER DESCRIBED: THENCE CONTINUING SOUTH ALONG SAID PERPENDICULAR LINE AND ALONG LINES WHICH ARE PERPENDICULAR TO OR PARALLEL WITH SAID LINE, RESPECTIVELY, THE FOLLOWING COURSES AND DISTANCES: SOUTH 14.00 FEET; EAST 8.67 FEET; NORTH 14.00 FEET, AND WEST 8.67 FEET TO THE POINT OF BEGINNING.

ALSO

(STAIR NO. 4 - TERRACE LEVEL)

A PART OF THE PROPERTY AND SPACE, TO BE OCCUPIED BY A STAIRWAY AT THE TERRACE LEVEL OF THE GARAGE STRUCTURE IN THE "TRACT" HEREINBEFORE DESCRIBED, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 38.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE VERTICAL PROJECTIONS OF THE BOUNDARIES DESCRIBED AS FOLLOWS: COMMENCING ON THE WEST LINE OF SAID "TRACT", BEING ALSO THE EAST LINE OF N. WELLS STREET, AT THE INTERSECTION OF SAID LINE WITH A LINE WHICH IS 211.92 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID "TRACT", AND RUNNING THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 49.79 FEET; THENCE SOUTH ALONG A LINE WHICH IS PERPENDICULAR TO SAID LAST DESCRIBED COURSE, A DISTANCE OF 10.22 FEET TO THE POINT OF BEGINNING FOR THAT PART HEREINAFTER DESCRIBED: THENCE CONTINUING SOUTH ALONG SAID PERPENDICULAR LINE AND ALONG LINES WHICH ARE PERPENDICULAR TO OR PARALLEL WITH SAID LINE, RESPECTIVELY, THE FOLLOWING COURSES AND DISTANCES: SOUTH 14.83 FEET; EAST 8.67 FEET; NORTH 14.83 FEET, AND WEST 8.67 FEET TO THE POINT OF BEGINNING.

ALSO

(BASEMENT EXHAUST SHAFT - TERRACE LEVEL)

A PART OF THE PROPERTY AND SPACE TO BE OCCUPIED BY AN EXHAUST SHAFT AT THE TERRACE LEVEL OF THE GARAGE STRUCTURE IN THE "TRACT" HEREINBEFORE DESCRIBED, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE VERTICAL PROJECTIONS OF THE BOUNDARIES DESCRIBED AS FOLLOWS: COMMENCING ON THE EAST LINE OF SAID "TRACT", BEING ALSO THE WEST LINE OF N. LASALLE STREET AT THE INTERSECTION OF SAID LINE WITH A LINE WHICH IS 358.55 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID "TRACT", AND RUNNING THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 134.68 FEET TO THE POINT OF BEGINNING FOR THAT PART HEREINAFTER DESCRIBED: THENCE CONTINUING ALONG SAID PARALLEL LINE AND ALONG LINES WHICH ARE PERPENDICULAR TO OR PARALLEL WITH SAID LINE, RESPECTIVELY, THE FOLLOWING COURSES AND DISTANCES: WEST 9.00

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FEET; NORTH 6.00 FEET; EAST 9.00 FEET, AND SOUTH 6.00 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PART OF SAID LAND, PROPERTY AND SPACE TO BE OCCUPIED BY A TOWNHOUSE ELEVATOR SHAFT AND EQUIPMENT ROOM AT THE BASEMENT LEVEL OF SAID GARAGE STRUCTURE LYING BELOW SAID HORIZONTAL PLANE HAVING AN ELEVATION OF 17.83 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE VERTICAL PROJECTIONS OF THE BOUNDARIES DESCRIBED AS FOLLOWS: COMMENCING ON THE EAST LINE OF SAID TRACT (BEING ALSO THE WEST LINE OF N. LASALLE STREET) AT THE INTERSECTION OF SAID LINE WITH A LINE WHICH IS 222.14 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID TRACT, AND RUNNING THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 68.84 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO LAST DESCRIBED COURSE, A DISTANCE OF 15.00 FEET, TO THE POINT OF BEGINNING FOR THAT PART HEREINAFTER DESCRIBED: THENCE CONTINUING ALONG SAID PERPENDICULAR LINE, AND ALONG LINES WHICH ARE PERPENDICULAR TO OR PARALLEL WITH SAID LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 19.67 FEET; WEST 9.00 FEET; NORTH 16.33 FEET; WEST 6.42 FEET; NORTH 3.34 FEET, AND EAST 15.42 FEET TO THE POINT OF BEGINNING.

ALSO

EXCEPTING THEREFROM THAT PART OF SAID LAND, PROPERTY AND SPACE TO BE OCCUPIED BY A TOWNHOUSE ELEVATOR SHAFT AND EQUIPMENT ROOM AT THE BASEMENT LEVEL OF SAID GARAGE STRUCTURE LYING BELOW SAID HORIZONTAL PLANE HAVING AN ELEVATION OF 15.92 FEET ABOVE CHICAGO CITY DATUM LYING WITHIN THE VERTICAL PROJECTION OF THE BOUNDARIES DESCRIBED AS FOLLOW: COMMENCING ON THE EAST LINE OF SAID TRACT (BEING ALSO THE WEST LINE OF N. LASALLE STREET) AT THE INTERSECTION OF SAID LINE WITH A LINE WHICH IS 358.55 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID TRACT, AND RUNNING THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 134.68 FEET TO THE POINT OF BEGINNING FOR THAT PART HEREINAFTER DESCRIBED: THENCE CONTINUING ALONG SAID PARALLEL LINE AND ALONG LINES WHICH ARE PERPENDICULAR TO OR PARALLEL WITH SAID LINE, THE FOLLOWING COURSES AND DISTANCES: WEST 9.00 FEET; SOUTH 17.09 FEET; EAST 9.00 FEET; NORTH 17.09 FEET TO THE POINT OF BEGINNING.

ALSO

EXCEPTING THEREFROM THAT PART OF SAID LAND, PROPERTY AND SPACE TO BE OCCUPIED BY A TOWNHOUSE ELEVATOR SHAFT AND EQUIPMENT ROOM AT THE BASEMENT LEVEL OF SAID GARAGE STRUCTURE LYING BELOW SAID HORIZONTAL PLANE HAVING AN ELEVATION OF 15.92 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE VERTICAL PROJECTIONS OF THE BOUNDARIES DESCRIBED AS FOLLOWS: COMMENCING ON THE WEST LINE OF SAID TRACT (BEING ALSO THE EAST LINE OF N. WELLS STREET) AT THE INTERSECTION OF SAID LINE WITH A LINE WHICH IS 211.92 FEET SOUTH FROM

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AND PARALLEL WITH THE NORTH LINE OF SAID TRACT, AND RUNNING THENCE EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 32.96 FEET, TO THE POINT OF BEGINNING, FOR THAT PART HEREINAFTER DESCRIBED: THENCE CONTINUING ALONG SAID PARALLEL LINE AND ALONG LINES WHICH ARE PERPENDICULAR TO OR PARALLEL WITH SAID LINE RESPECTIVELY, THE FOLLOWING COURSES AND DISTANCES: EAST 19.00 FEET; SOUTH 10.22 FEET; WEST 2.17 FEET; SOUTH 14.83 FEET; WEST 6.83 FEET; NORTH 14.14 FEET; WEST 4.33 FEET; NORTH 3.66 FEET; WEST 5.67 FEET, AND NORTH 7.25 FEET TO THE POINT OF BEGINNING.

ALSO

EXCEPTING THEREFROM THAT PART OF SAID LAND, PROPERTY AND SPACE TO BE OCCUPIED BY A TOWNHOUSE ELEVATOR SHAFT, LOBBY AND RUBBISH ROOM AT THE STREET LEVEL OF SAID GARAGE STRUCTURE LYING ABOVE SAID HORIZONTAL PLANE HAVING AN ELEVATION OF 17.83 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 26.00 FEET ABOVE CHICAGO CITY DATUM, AND WHICH LIES WITHIN THE VERTICAL PROJECTIONS OF THE BOUNDARIES HEREINAFTER DESCRIBED: COMMENCING ON THE EAST LINE OF SAID TRACT, (BEING ALSO THE WEST LINE OF N. LASALLE STREET) AT THE INTERSECTION OF SAID LINE WITH A LINE WHICH IS 222.14 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID TRACT, AND RUNNING THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 68.84 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO LAST DESCRIBED COURSE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING FOR THAT PART HEREINAFTER DESCRIBED: THENCE CONTINUING SOUTH ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 29.50 FEET; THENCE SOUTHWESTWARDLY ALONG A LINE WHICH FORMS AN ANGLE OF 45 DEGREES 00 MINUTES FROM SOUTH TO WEST WITH LAST DESCRIBED LINE, A DISTANCE OF 7.31 FEET; THENCE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 7.92 FEET; THENCE NORTHWESTWARDLY ALONG A LINE WHICH FORMS AN ANGLE OF 45 DEGREES 00 MINUTES FROM WEST TO NORTH WITH SAID LAST DESCRIBED LINE, A DISTANCE OF 4.00 FEET; THENCE NORTH ALONG A LINE WHICH IS PARALLEL WITH AND 15.92 FEET WEST OF THE FIRST DESCRIBED PERPENDICULAR LINE, A DISTANCE OF 2.34 FEET; THENCE ALONG LINES WHICH ARE PERPENDICULAR TO OR PARALLEL WITH AFORESAID PERPENDICULAR LINE, THE FOLLOWING COURSES AND DISTANCES: EAST 6.92 FEET; NORTH 16.33 FEET; WEST 6.42 FEET; NORTH 3.34 FEET; EAST 8.17 FEET; NORTH 9.83 FEET; AND EAST 7.25 FEET TO THE POINT OF BEGINNING.

ALSO

EXCEPTING THEREFROM THAT PART OF THE LAND, PROPERTY AND SPACE TO BE OCCUPIED AS A RUBBISH ROOM IN SAID PARKING STRUCTURE, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 17.83 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.00 FEET ABOVE CHICAGO CITY DATUM, AND WHICH PART LIES WITHIN THE VERTICAL PROJECTION OF THE BOUNDARIES DESCRIBED AS FOLLOWS:

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COMMENCING ON THE EAST LINE OF SAID "TRACT", BEING ALSO THE WEST LINE OF N. LASALLE STREET, AT THE INTERSECTION OF SAID LINE WITH A LINE WHICH IS 346.47 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID "TRACT", AND RUNNING THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 134.68 FEET TO THE POINT OF BEGINNING FOR THAT PART HEREINAFTER DESCRIBED: THENCE CONTINUING ALONG SAID PARALLEL LINE AND ALONG LINES WHICH ARE PERPENDICULAR TO OR PARALLEL WITH SAID LINE, THE FOLLOWING COURSES AND DISTANCES: WEST 9.67 FEET; SOUTH 6.08 FEET; EAST 9.67 FEET, AND NORTH 6.08 FEET TO THE POINT OF BEGINNING.

ALSO

EXCEPTING THEREFROM THAT PART OF SAID LAND, PROPERTY AND SPACE TO BE OCCUPIED BY A TOWNHOUSE ELEVATOR SHAFT, LOBBY, RUBBISH ROOM AND POOL EQUIPMENT STORAGE AREA AT THE SECOND LEVEL OF SAID GARAGE STRUCTURE LYING ABOVE SAID HORIZONTAL PLANE HAVING AN ELEVATION OF 26.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW SAID HORIZONTAL PLANE HAVING AN ELEVATION OF 34.00 FEET ABOVE CHICAGO CITY DATUM AND WHICH LIES WITHIN THE VERTICAL PROJECTION OF THE BOUNDARIES HEREINAFTER DESCRIBED: COMMENCING ON THE EAST LINE OF SAID TRACT (BEING ALSO THE WEST LINE OF N. LASALLE STREET) AT THE INTERSECTION OF SAID LINE WITH A LINE WHICH IS 222.14 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID TRACT, AND RUNNING THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 41.09 FEET TO THE POINT OF BEGINNING FOR THAT PART HEREINAFTER DESCRIBED: THENCE ALONG SAID PARALLEL LINE AND ALONG LINES WHICH ARE PERPENDICULAR TO OR PARALLEL WITH SAID LINE, RESPECTIVELY, THE FOLLOWING COURSES AND DISTANCES; WEST 35.00 FEET; SOUTH 14.83 FEET; WEST 8.17 FEET; SOUTH 3.34 FEET; EAST 6.42 FEET; SOUTH 16.33 FEET; WEST 6.92 FEET; AND THENCE SOUTHEASTWARDLY ALONG A LINE WHICH FORMS AN ANGLE OF 45 DEGREES 00 MINUTES FROM EAST TO SOUTH WITH LAST DESCRIBED COURSE A DISTANCE OF 5.66 FEET; THENCE EAST 4.00 FEET; THENCE NORTHEASTWARDLY ALONG A LINE WHICH FORMS AN ANGLE OF 45 DEGREES 00 MINUTES FROM EAST TO NORTH WITH LAST DESCRIBED COURSE, A DISTANCE OF 5.66 FEET; THENCE ALONG LINES WHICH ARE PARALLEL WITH OR PERPENDICULAR TO FIRST DESCRIBED PARALLEL LINE THE FOLLOWING COURSES AND DISTANCES; EAST 3.92 FEET; NORTH 19.67 FEET; EAST 9.75 FEET; SOUTH 13.67 FEET; EAST 18.00 FEET, AND NORTH 28.50 FEET TO THE POINT OF BEGINNING.

PARCEL 1 COMMON ADDRESS: 1730 N. CLARK ST., CHICAGO, ILLINOIS

PARCEL 1 PINS:

14-33-414-033-0000 ;  
14-33-414-034-0000 ;  
14-33-414-046-0000 ;  
14-33-414-047-0000 ;

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14-33-414-058-0000 ;  
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14-33-414-060-0000 ; and  
14-33-414-061-0000 .

PARCEL 2:

TOGETHER WITH PERPETUAL EASEMENTS FOR STRUCTURAL SUPPORT, FACILITIES, ENCROACHMENT, PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, MAINTENANCE AND REPAIRS, ALL OTHER RIGHTS SET FORTH IN THE DECLARATION OF AND AGREEMENT FOR COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS DATED AS OF MAY 1, 1986, AND RECORDED JUNE 19, 1986, AMONG THE LAND RECORDS OF COOK COUNTY, ILLINOIS, AS INSTRUMENT NUMBER 86251239.