

# UNOFFICIAL COPY

Doc#: 1701747069 Fee: \$76.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/17/2017 10:40 AM Pg: 1 of 15

**THIS INSTRUMENT PREPARED BY  
AND WHEN RECORDED, RETURN  
TO:**

Tracey S. Bailey, Esq.  
Winstead PC  
500 Winstead Building  
2728 N. Harwood Street  
Dallas, Texas 75241

TO BE RECORDED IN THE  
REAL PROPERTY RECORDS OF  
COOK COUNTY, ILLINOIS

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

**THIS MODIFICATION OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING** (this "Agreement") is made as of the 13th day of January, 2017, by and among **WEST WALTON CONDOMINIUM DEVELOPER LLC**, a Delaware limited liability company (the "Borrower"), and **BANK OF THE OZARKS**, as Mortgagee and administrative agent (the "Agent") for the lenders who are from time to time party to the Loan Agreement described below (collectively, "Lender").

### WITNESSETH:

WHEREAS, **iSTAR WEST WALTON LENDER LLC**, a Delaware limited liability company ("iStar Lender"), made or agreed to make one or more advances (collectively, the "Loan") to Borrower in the maximum principal amount of **\$169,000,000.00** under and pursuant to the terms and provisions of that certain Construction Loan and Security Agreement dated April 30, 2015, between Borrower, as borrower, iStar Lender, as lender and **iSTAR INC. (f/k/a iSTAR FINANCIAL INC.)**, a Maryland corporation ("iStar Agent"), as administrative agent for the Lender (together with all renewals, modifications and extensions thereof, the "Loan Agreement"); and

WHEREAS, the loan is evidenced by that certain Promissory Note dated April 30, 2015, made by Borrower in favor of iStar Lender in the originally stated maximum principal amount of **\$169,000,000.00** (the "Original Note"); and

WHEREAS, the Original Note is secured by (among other things) certain real property located in Cook County, Illinois (the "Property") more particularly described on Exhibit A attached hereto and that in that certain Mortgage, Assignment of Leases and Rents, Security

MODIFICATION OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT  
AND FIXTURE FILING – Page 1

49265-519/West Walton Condos (JDL/iStar) - IL

8977723 \* 8977824 1acc

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Agreement and Fixture Filing executed by Borrower in favor of iStar Agent as mortgagee and administrative agent for Lender and recorded in Official Records of Cook County, Illinois (the "Original Lien Instrument") as Document No. 1512041146; and

WHEREAS, Borrower caused to be issued by Chicago Title Insurance Company ("Title Company") (i) that certain Loan Policy of Title Insurance dated April 30, 2015 (Policy No. 1401-008977824-D2) and (ii) that certain Loan Policy of Title Insurance dated April 30, 2015 (Policy No. 1401-008977723-D2) (such title policies described in clauses (i) and (ii) immediately above, the "Policies"), insuring the dignity and priority of the lien created and evidenced by the Original Lien Instrument; and

WHEREAS, pursuant to the terms of that certain Assignment and Assumption Agreement dated May 9, 2016 by and among iStar Lender, iStar Agent and Agent, iStar Lender sold and Agent purchased all of iStar Lender's right, title and interest in the Original Note, the Loan Agreement and the other Loan Documents (as hereinafter defined) and iStar Agent assigned to Agent and Agent assumed all of iStar Agent's rights, duties and obligations as the "Agent" under the Loan, and

WHEREAS, pursuant to that certain Assignment of Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated May 9, 2016 between iStar Agent and Agent and recorded as Document No.: 161319098 in the Official Public Records of Cook County, Illinois, iStar Agent assigned to Agent and Agent assumed all of iStar Agent's right, title and interest in the Original Lien Instrument; and

WHEREAS, contemporaneously herewith Borrower and Lender have agreed to increase the maximum principal amount of the Loan to **ONE HUNDRED EIGHTY-EIGHT MILLION FOUR HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$188,420,000.00)**; and

WHEREAS, Lender has agreed to so increase the maximum principal amount of the Loan and Borrower and Lender have agreed to modify certain provisions of the Loan, including the Lien Instrument, as herein provided; and

WHEREAS, Borrower, Guarantor (as defined in the Loan Agreement) and Agent have also modified certain provisions of the Loan pursuant to that certain Modification Agreement dated of even date herewith between Borrower, Guarantor and Agent (the "Modification Agreement").

NOW, THEREFORE, for and in consideration of the premises hereof, the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Borrower and Agent hereby covenant and agree as follows:

1. Modification. Notwithstanding the modification of the Loan Documents (as hereinafter defined) pursuant to the terms of this Agreement, all of the Loan Documents (including, without limitation, the Amended Note) are deemed to be continuing in full force and effect (and are not extinguished). All monies due and payable under the Original Note shall continue to be due and payable in accordance with the terms of the Amended Note (as hereinafter defined). Nothing herein contained shall affect or impair the validity or priority of

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the Lien Instrument or any of the other Loan Documents, which are hereby renewed and extended in accordance with the terms of this Agreement.

2. Amended And Restated Note. Simultaneously with its execution of this Agreement, Borrower has executed and delivered to Agent an Amended and Restated Promissory Note of even date herewith in the original maximum principal amount of **ONE HUNDRED EIGHTY-EIGHT MILLION FOUR HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$188,420,000.00)** (the "Amended Note"). Borrower represents and covenants that the obligation of Borrower to repay to Lender the indebtedness evidenced by the Amended Note is hereby declared to be secured by the Lien Instrument and the other documents executed in connection therewith (collectively, the "Loan Documents") in the same manner and to the same extent as if the Amended Note was originally referred to and described in the Lien Instrument and the other Loan Documents.

3. Increase Maximum Loan Amount. Consistent with the Amended Note, Borrower and Agent acknowledge and agree that (i) Lender's maximum obligation for Advances (as defined in the Loan Agreement) to be made pursuant to the terms of the Loan Agreement shall be increased by an amount (such additional Loan funds, the "Additional Loan Availability") equal to **NINETEEN MILLION FOUR HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$19,420,000.00)**; (ii) the current un-advanced amount of the Loan, inclusive of the Additional Loan Availability, equals **ONE HUNDRED THIRTY-SEVEN MILLION TWO HUNDRED TWENTY-TWO THOUSAND FIVE HUNDRED TWENTY-TWO AND 68/100 DOLLARS (\$137,222,522.68)** and (iii) the original maximum loan amount as set forth in the Loan Documents was **ONE HUNDRED SIXTY-NINE MILLION AND NO/100 DOLLARS (\$169,000,000.00)** which, when added to the Additional Loan Availability, shall hereafter total an increased maximum loan amount of **ONE HUNDRED EIGHTY-EIGHT MILLION FOUR HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$188,420,000.00)**.

4. Amendment to Reflect Increased Loan Amount. It is acknowledged and agreed, for all purposes under the Loan Documents the term "Loan" shall mean the Loan as increased in the amount of the Additional Loan Availability, in accordance with the terms hereof and as evidenced by the Amended Note, to the maximum amount of **ONE HUNDRED EIGHTY-EIGHT MILLION FOUR HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$188,420,000.00)**. In furtherance of the foregoing, any references in the Loan Documents, to either **"ONE HUNDRED SIXTY-NINE MILLION AND NO/100 DOLLARS (\$169,000,000.00)"** or **"\$169,000,000.00"** are hereby deleted in their entirety and replaced with **"ONE HUNDRED EIGHTY-EIGHT MILLION FOUR HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$188,420,000.00)"** or **"\$188,420,000.00"**, as applicable. It is acknowledged and agreed, for all purposes under the Lien Instrument, that the Lien Instrument secures the payment of the Loan as increased in the amount of the Additional Loan Availability as evidenced by the Amended Note and in accordance with the terms hereof. For all purposes under the Loan Documents, (i) the term "Promissory Note" or "Note" shall be deemed to mean the Amended Note and (ii) the term "Loan Agreement" shall be deemed to mean the Loan Agreement as amended by the Modification Agreement.

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5. Title Insurance. Borrower shall cause the Title Company to issue an endorsement to the Policy, stating that (i) the Policy additionally insures the Additional Loan Availability and (ii) the Title Company will not claim that policy coverage has terminated or that policy coverage has been reduced, solely by reason of the execution of this Agreement, and maintaining the liability thereunder for the period of limitations applicable to the indebtedness secured by the lien of the Lien Instrument. Borrower shall further, upon the written request of Agent, provide to Agent, as reasonably requested by Agent, such "bring to date" or similar information as Agent may reasonably require indicating that the Property shall be and remain free from lien claims or other exceptions to title other than the Permitted Exceptions. The cost of the endorsement and other such title services and the expenses of recording this Agreement shall be borne solely by the Borrower.

6. Acknowledgement of Borrower. Except as otherwise specified herein, the terms and provisions hereof shall in no manner impair, limit, restrict or otherwise affect the obligations of Borrower to Lender, as evidenced by the Loan Documents. Borrower hereby acknowledges, agrees and represents that (i) Borrower is indebted to Lender pursuant to the terms of the Amended Note; (ii) the liens, security interests and assignments created and evidenced by the Loan Documents are, respectively, valid and subsisting liens, security interests and assignments of the respective dignity and priority recited in the Loan Documents; (iii) there are no claims or offsets against, or defenses or counterclaims to, the terms or provisions of the Loan Documents, and the other obligations created or evidenced by the Loan Documents; (iv) Borrower has no claims, offsets, defenses or counterclaims arising from any of Agent's or Lender's acts or omissions with respect to the Property, the Loan Documents or Agent's or Lender's performance under the Loan Documents or with respect to the Property; (v) to Borrower's knowledge, the representations and warranties contained in the Loan Documents are true and correct (in all material respects) representations and warranties of Borrower, as of the date hereof (except for those representations and warranties which address matters as of an earlier date, which shall have been true and correct as of such earlier date); and (vi) neither Lender nor Agent is in default and no event has occurred which, with the passage of time, giving of notice, or both, would constitute a default by Lender of Lender's obligations or Agent of Agent's obligations under the terms and provisions of the Loan Documents. Borrower waives, discharges, and forever releases Agent, Lender, Lender's and Agent's employees, officers, directors, attorneys, stockholders, and their successors and assigns, from and of any and all claims, causes of action, allegations or assertions that Borrower has or may have had at any time up through and including the date of this Agreement, against any or all of the foregoing, regardless of whether any such claims, causes of action, allegations or assertions are known to Borrower or whether any such claims, causes of action, allegations or assertions arose as a result of Lender's or Agent's actions or omissions in connection with the Loan Documents, or any amendments, extensions or modifications thereof, or Agent's administration of the debt evidenced by the Loan Documents or otherwise, INCLUDING ANY CLAIMS, CAUSES OF ACTION, ALLEGATIONS OR ASSERTIONS RESULTING FROM LENDER'S OR AGENT'S OWN NEGLIGENCE, EXCEPT AND TO THE EXTENT (BUT ONLY TO THE EXTENT) CAUSED BY LENDER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

7. No Waiver of Remedies. Except as may be expressly set forth herein, nothing contained in this Agreement shall prejudice, act as, or be deemed to be a waiver of any right or

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remedy available to Agent or Lender by reason of the occurrence or existence of any fact, circumstance or event constituting a default under the Amended Note or the other Loan Documents.

8. Costs and Expenses. Borrower shall pay, or cause to be paid, all reasonable out of pocket costs and expenses incident to the preparation, execution and recordation hereof and the consummation of the transaction contemplated hereby, including, but not limited to, all reasonable costs associated with negotiations that preceded this Agreement, appraisal cost, recording fees, title insurance policy or endorsement premiums or other charges of the Title Company, and reasonable fees and expenses of legal counsel to Agent.

9. Additional Documentation. From time to time, Borrower shall execute or procure and deliver to Agent such other and further documents and instruments evidencing, securing or pertaining to the Loan or the Loan Documents as shall be reasonably requested by Agent so as to carry out more effectively the purposes of this Agreement and the other Loan Documents. This Agreement may be recorded in Agent's sole discretion.

10. Governing Law. **THE TERMS AND PROVISIONS HEREOF SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN.**

11. Time. Time is of the essence in the performance of the covenants contained herein and in the Loan Documents.

12. Binding Agreement. This Agreement shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto; provided, however, the foregoing shall not be deemed or construed to (i) permit, sanction, authorize or condone the assignment of all or any part of the Property or any of Borrower's rights, titles or interests in and to the Property or any rights, titles or interests in and to Borrower, except as expressly authorized in the Loan Documents, or (ii) confer any right, title, benefit, cause of action or remedy upon any person or entity not a party hereto, which such party would not or did not otherwise possess.

13. Headings. The section headings hereof are inserted for convenience of reference only and shall in no way alter, amend, define or be used in the construction or interpretation of the text of such section.

14. Construction. Whenever the context hereof so requires, reference to the singular shall include the plural and likewise, the plural shall include the singular; words denoting gender shall be construed to mean the masculine, feminine or neuter, as appropriate; and specific enumeration shall not exclude the general, but shall be construed as cumulative of the general recitation.

15. Severability. If any clause or provision of this Agreement is or should ever be held to be illegal, invalid or unenforceable under any present or future law applicable to the terms hereof, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that in lieu of each such clause or provision of

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this Agreement that is illegal, invalid or unenforceable, such clause or provision shall be judicially construed and interpreted to be as similar in substance and content to such illegal, invalid or unenforceable clause or provision, as the context thereof would reasonably suggest, so as to thereafter be legal, valid and enforceable.

16. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.

17. No Oral Agreements. In consideration of the modification of the Loan as provided herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the parties hereto agree that each party's execution of this Agreement constitutes an acknowledgment that such party has read and understands this Agreement, and that it is intended to be part of and is incorporated by reference into each of the Loan Documents; acknowledge receipt of the following notice, and to the extent allowed by law, agree to be bound by the terms of this Agreement and the Notice:

**NOTICE: THIS DOCUMENT AND ALL OTHER LOAN DOCUMENTS RELATED TO THIS LOAN CONSTITUTE A WRITTEN LOAN AGREEMENT WHICH REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES.**

**THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES RELATING TO THE LOAN.**

18. WAIVER OF RIGHT TO TRIAL BY JURY. BORROWER AND AGENT ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY AND VOLUNTARILY AND FOR THE MUTUAL BENEFIT OF ALL PARTIES WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION AMONGST SUCH PARTIES REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE PROJECT.

19. Miscellaneous. Except for the changes and modifications effected hereby and by any other instruments executed in connection herewith, it is expressly agreed that the Lien MODIFICATION OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING -- Page 6

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Instrument and the other Loan Documents shall remain in full force and effect in strict accordance with the terms thereof, and nothing herein contained shall affect or be construed to adversely affect the lien, charge, or encumbrances effected by the Lien Instrument or the other Loan Documents or the priority thereof over other liens, charges, encumbrances, and conveyances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of the Amended Note, the Lien Instrument or any of the other Loan Documents.

[Signature pages follow]

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IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement in manner and form sufficient to bind them as of the day and year first above written.

**BORROWER:**

**9 WEST WALTON CONDOMINIUM  
DEVELOPER LLC,**  
a Delaware limited liability company

By: 

Name: James D. Letchinger  
Its: President

STATE OF Illinois §

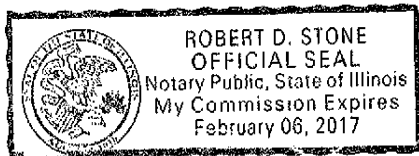
COUNTY OF Cook §

On December   , 2016, before me, Robert D. Stone, a Notary Public, personally appeared James D. Letchinger, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Robert D. Stone (Seal)

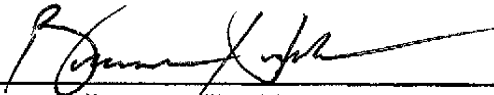




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**AGENT:**

**BANK OF THE OZARKS**


By:   
 Name: Brannon Hamblen  
 Title: Director of Asset Management  
 – Real Estate Specialties Group

STATE OF TEXAS     §  
                                   §  
 COUNTY OF DALLAS   §

On December 21, 2016, before me, ARMANDO CHAVEZ, a Notary Public, personally appeared **BRANNON HAMBLÉN**, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



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## EXHIBIT A

### Legal Description

4830-4330-7069v.3 492/5-519

Property of Cook County Clerk's Office

**UNOFFICIAL COPY****STREET ADDRESS:** 9 WEST WALTON**CITY:** CHICAGO**COUNTY:** COOK**TAXNUMBER:****LEGAL DESCRIPTION:****PARCEL 1:**

UNITS GU-225, GU-226, GU-228, GU-229, GU-233, GU-234, GU-241, GU-242, GU-243, GU-244, GU-245, GU-247, GU-248, GU-249, GU-250, GU-251, GU-252, GU-253, GU-254, GU-255, GU-256, GU-257, GU-258, GU-259, GU-260, GU-261, GU-262, GU-263, GU-266, GU-267, GU-268, GU-269, GU-270, GU-271, GU-272, GU-273, GU-274, GU-275, GU-276, GU-277, GU-278, GU-281, GU-282, GU-283, GU-284, GU-287, GU-288, GU-289, GU-290, GU-291, GU-293, GU-295, GU-299, GU-300, GU-301, GU-302, GU-303, GU-304, GU-305 AND GU-306, IN THE WALTON ON THE PARK SOUTH CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF LOT 5 IN WALTON ON THE PARK SUBDIVISION, RECORDED SEPTEMBER 10, 2008 AS DOCUMENT NUMBER 0825418053, NOW KNOWN AS LOT 1 IN WALTON ON THE PARK SOUTHSUBDIVISION, RECORDED JULY 27, 2010 AS DOCUMENT 1020834063, A RESUBDIVISION OF LOT 5 IN WALTON ON THE PARK SUBDIVISION IN THE EAST HALF OF THE SOUTHEASTQUARTER OF SECTION 4 AND IN THE SOUTH FRACTIONAL HALF OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT 'D' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 1014716029, AS AMENDED FROM TIME TO TIME, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOKCOUNTY, ILLINOIS.

**PARCEL 2:**

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, USE AND ENJOYMENT AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS: RECIPROCAL EASEMENT AGREEMENT RECORDED AS DOCUMENT NUMBER 1014716028.

**PARCEL 3:**

NON-EXCLUSIVE EASEMENT FOR PERMANENT ENCROACHMENT OF SUBSURFACE FACILITIES FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THAT CERTAIN GRANT OF EASEMENTS TEMPORARY CONSTRUCTION EASEMENTS AND EASEMENTS FOR PERMANENT ENCROACHMENTS RECORDED MARCH 19, 2009 AS DOCUMENT 0907822026.

**PARCEL 4:**

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS DESCRIBED IN THE DECLARATION OF EASEMENTS FOR MUTUAL ENCROACHMENTS AND MAINTENANCE OF FACILITIES:

(CONTINUED)

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STREET ADDRESS: 9 WEST WALTON

CITY: CHICAGO

COUNTY: COOK

TAXNUMBER:

**LEGAL DESCRIPTION:**

WALTON MANSIONS AND WALTON SOUTH RECORDED MARCH 19, 2009 AS DOCUMENT NUMBER 0907822030.

PARCEL 5:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, CONSTRUCTION, ENCROACHMENT, INSTALLATION AND MAINTENANCE OF CONNECTION DEVICES FOR THE BENEFIT OF PARCEL 1, AS DESCRIBED IN DECLARATION OF EASEMENTS FOR ACCESS, CONSTRUCTION, ENCROACHMENTS AND SHARED FACILITIES RECORDED MAY 11, 2010 AS DOCUMENT NUMBER 1013118085, AS AMENDED BY FIRST AMENDMENT RECORDED APRIL 30, 2015 AS DOCUMENT NUMBER 1512041141 ADDING A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER FUTURE WALTON NORTH IMPROVEMENTS IN ORDER TO INSTALL, MAINTAIN AND REPAIR EQUIPMENT AND SENSORS FOR THE GARAGE BARRIER DOOR BETWEEN WALTON NORTH IMPROVEMENTS AND WALTON SOUTH IMPROVEMENTS.

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Address: 2 West Delaware Place, Chicago, Illinois 60610

Property Identification Numbers:

17-04-435-034-1418 AFFECTS UNIT GU-225  
17-04-435-034-1419 AFFECTS UNIT GU-226  
17-04-435-034-1420 AFFECTS UNIT GU-227  
17-04-435-034-1421 AFFECTS UNIT GU-229  
17-04-435-034-1424 AFFECTS UNIT GU-233  
17-04-435-034-1425 AFFECTS UNIT GU-234  
17-04-435-034-1432 AFFECTS UNIT GU-241  
17-04-435-034-1433 AFFECTS UNIT GU-242  
17-04-435-034-1434 AFFECTS UNIT GU-243  
17-04-435-034-1435 AFFECTS UNIT GU-244  
17-04-435-034-1436 AFFECTS UNIT GU-245  
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17-04-435-034-1440 AFFECTS UNIT GU-249  
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17-04-435-034-1446 AFFECTS UNIT GU-255  
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17-04-435-034-1450 AFFECTS UNIT GU-259  
17-04-435-034-1451 AFFECTS UNIT GU-260  
17-04-435-034-1452 AFFECTS UNIT GU-261

# UNOFFICIAL COPY

17-04-435-034-1453 AFFECTS UNIT GU-262  
17-04-435-034-1454 AFFECTS UNIT GU-263  
17-04-435-034-1457 AFFECTS UNIT GU-266  
17-04-435-034-1458 AFFECTS UNIT GU-267  
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17-04-435-034-1465 AFFECTS UNIT GU-274  
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17-04-435-034-1478 AFFECTS UNIT GU-287  
17-04-435-034-1479 AFFECTS UNIT GU-288  
17-04-435-034-1480 AFFECTS UNIT GU-289  
17-04-435-034-1481 AFFECTS UNIT GU-290  
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17-04-435-034-1489 AFFECTS UNIT GU-301  
17-04-435-034-1490 AFFECTS UNIT GU-302  
17-04-435-034-1491 AFFECTS UNIT GU-303  
17-04-435-034-1492 AFFECTS UNIT GU-304  
17-04-435-034-1493 AFFECTS UNIT GU-305  
17-04-435-034-1494 AFFECTS UNIT GU-306

County Clerk's Office

**UNOFFICIAL COPY**

STREET ADDRESS: 9 WEST WALTON

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER:

**LEGAL DESCRIPTION:**

## PARCEL 1:

LOT 6 IN WALTON ON THE PARK SUBDIVISION, RECORDED SEPTEMBER 10, 2008 AS DOCUMENT NUMBER 0825418053, BEING A RESUBDIVISION OF LOTS 1 TO 9, INCLUSIVE, IN E. H. SHELDON'S SUBDIVISION OF BLOCK B OF SHELDON AND RUMSEY'S RESUBDIVISION OF THE NORTH 1/2 OF BLOCK 8 AND ALL OF BLOCK 9 IN BUSHNELL'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOGETHER WITH LOTS 1 TO 8, INCLUSIVE, IN HENRY STRONG'S SUBDIVISION OF LOTS 10 TO 16 IN E. H. SHELDON'S SUBDIVISION OF BLOCK B AFORESAID AND THAT PART OF BLOCK 11 (EXCEPT THE NORTH 100 FEET THEREOF) IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL 1/2 OF SECTION 3, ALL IN TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, CONSTRUCTION, ENCROACHMENT, INSTALLATION AND MAINTENANCE OF CONNECTION DEVICES, AS DESCRIBED IN DECLARATION OF EASEMENTS FOR ACCESS, CONSTRUCTION, ENCROACHMENTS AND SHARED FACILITIES, RECORDED MAY 11, 2010 AS DOCUMENT NUMBER 1013118085, AS AMENDED BY FIRST AMENDMENT RECORDED APRIL 30, 2015 AS DOCUMENT NUMBER 1512041141 ADDING PERPETUAL NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS OVER AND UPON AND ACROSS A PORTION OF THE WALTON SOUTH GARAGE PARCEL; TO UTILIZE GARAGE RAMPS AND DRIVE AISLES; TO INSTALL, MAINTAIN AND REPAIR, FIRE DOORS; TO INSTALL, MAINTAIN AND REPAIR EQUIPMENT AND SENSORS; STRUCTURAL SUPPORT AND SHARED SUPPORT FACILITIES; TEMPORARY CONSTRUCTION INSTALLATIONS; AND TEMPORARY EASEMENT FOR INSTALLATION AND CONSTRUCTION OF VEHICULAR GARAGE ACCESS IMPROVEMENTS.

## PARCEL 3:

NON-EXCLUSIVE TEMPORARY CONSTRUCTION CRANE SWING EASEMENT AS SET FORTH IN THAT CERTAIN GRANT OF EASEMENTS: TEMPORARY CONSTRUCTIONS EASEMENTS AND EASEMENTS FOR PERMANENT ENCROACHMENTS RECORDED MARCH 19, 2009 AS DOCUMENT 0907822026.

## PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR PERMANENT ENCROACHMENT OF SUBSURFACE FACILITIES AS SET FORTH IN THAT CERTAIN GRANT OF EASEMENTS TEMPORARY CONSTRUCTIONS EASEMENTS AND EASEMENTS FOR PERMANENT ENCROACHMENTS RECORDED MARCH 19, 2009 AS DOCUMENT 0907822026.

PIN# 17-04-435-001  
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