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## Illinois Anti-Predatory Lending Database Program

Doc#: 1717415086 Fee: \$66.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/23/2017 10:40 AM Pg: 1 of 10

### Certificate of Exemption

Report Mortgage Fraud  
800-532-8785

The property identified as: **PIN: 17-22-110-138-1233**

**Address:**

**Street:** 1201 S Prairie Ave

**Street line 2:** 4301

**City:** Chicago

**State:** IL

**ZIP Code:** 60605

**Lender:** TCM Finance, LLC

**Borrower:** AMS 1201 S Prairie, LLC

**Loan / Mortgage Amount:** \$425,000.00

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

**Certificate number:** BD585430-55D6-4412-AD37-A525A0C94F5C

**Execution date:** 6/9/2017

Chicago Title(L) 17008632LP HD 1 of 1

Property of Cook County Clerk's Office

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Prepared by:

Eduardo E. Dieppa III, Esq.  
DIEPPA LAW FIRM P.A.  
2097 W 76 Street  
Hialeah, FL 33016

When recorded return to:

Eduardo E. Dieppa III, Esq.  
DIEPPA LAW FIRM P.A.  
2097 W 76 Street  
Hialeah, FL 33016

(Space above this line reserved for recording office use only)

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPLE BALANCE DUE UPON MATURITY IS \$425,000. IN ADDITION TO ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE LENDER UNDER THE TERMS OF THIS MORTGAGE. THIS LOAN IS BEING USED TOWARDS THE FINANCE OF INVESTMENT PROPERTY, AND NOT TO BE OCCUPIED AS A PRIMARY RESIDENCE.**

**MORTGAGE AND  
SECURITY AGREEMENT**

**1. IDENTIFICATION OF BORROWER**

Borrower's name and address is: AMS 1201 S PRAIRIE, LLC  
an Illinois limited liability company  
1201 S. Prairie Avenue, #4301  
Chicago, Illinois 60605

Borrower may change such address from time to time by giving notice to the Lender as provided in Paragraph 17.

The word "I" or "me" as hereafter used means each Borrower, jointly and individually.

**2. IDENTIFICATION OF LENDER**

Lender's name and address is: TCM FINANCE, LLC,  
a Florida Limited Liability Company  
1330 WEST AVE 2206  
MIAMI BEACH, FL 33139

Lender may change such address from time to time by giving me notice as provided in Paragraph 17.

The word "you" means the Lender and Lender's successors and assigns.

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### 3. DESCRIPTION OF NOTE SECURED BY THIS MORTGAGE

I owe you the principal sum of **FOUR HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$425,000.00)** together with interest accruing thereon as evidenced by my note to you (the "Note") dated the same date as this Mortgage and which requires payment as therein set forth with all sums owing thereon, unless sooner paid, to be due by on **June 12, 2018** ("Maturity Date").

### 4. DESCRIPTION OF PROPERTY MORTGAGED

Property being mortgaged (the "Real Property") is described on the attached Schedule A, together with all of the following:

- (1) all improvements now or later placed on the Real Property;
- (2) all rents and profits received in connection with the Real Property;
- (3) all easements, fixtures, benefits, and other appurtenances that may at any time benefit the Real Property;
- (4) all development and utilities rights that might at any time be available to the Real Property;
- (5) all goods in which I own an interest affixed or that may become affixed to the Real Property;
- (6) all rights to insurance policies and proceeds, all licenses, building and business permits, and all utility reservations and rights to receive utility services, and all rights to and under fees or charges paid by me or on my behalf in connection with the Real Property;
- (7) all equipment, furnishings, and appliances, in which I now have or may hereafter acquire any rights, used or useful in connection with the Real Property;
- (8) all accounts receivable, general intangibles, actions and rights in action, in which I now or hereafter have any rights, including all of my rights under contracts with any architect, engineer, surveyor, subcontractor, and supplier in connection with the Real Property, all of which contracts I hereby assign to you, together with all plans, specifications, drawings, schedules, and copyrights included therein;
- (9) all other rights that I have or will have as owner of the Real Property;

together with all proceeds, products, replacements, additions, substitutions, renewals, and accessions of any of the foregoing items.

I refer below to all of these properties, rights, and interests that I encumber by this Mortgage as the "Property."

### 5. MORTGAGE OF PROPERTY TO LENDER

By executing this instrument, I mortgage the Property to you to secure my performance of my promises made in the Note and this Mortgage. This means I give you all of those rights that the law gives to lenders who hold mortgages on property as well as those rights set forth in this Mortgage.

### 6. PROMISES

I make the following promises to you:

A. **Warranty**. I fully warrant the title to the Property and will defend the same against the lawful claims of all others. This means I own the Property and will defend my ownership against all claims.

B. **Compliance with terms of Note and Mortgage**. I will comply with all of the terms and provisions of the Note and this Mortgage.

C. **Taxes and Assessments**. I will pay all taxes and assessments and any other charge levied against or which could become a lien against the Property as well as all taxes imposed, levied, or assessed on this Mortgage or the indebtedness secured hereby (but excluding any income type tax) when due and, in any event, before the end of the year in which the same become due.

D. **Insurance**. I will keep the Property insured for full replacement cost and with such coverage as you require. All such policies must:

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- (a) be issued by companies acceptable to you;
- (b) provide that all payments are payable to you as mortgagee; and
- (c) require not less than 30 days notice to you before they may be canceled.

I will renew all such insurance policies not less than 30 days before they expire. I will promptly notify you of any loss or damage. If any moneys become payable, you will have the right, at your election, to either (i) retain such moneys and reduce the amount owing on the Note as if I had made a prepayment and, in such event, you waive any prepayment charge, or (ii) apply them toward the restoration of the Property in a commercially prudent manner on a monthly basis.

## 7. AGREEMENTS OF BORROWER CONCERNING THE PROPERTY

I agree:

- (a) to maintain the Property in good and functioning condition, performing all repairs, replacements and maintenance necessary to preserve the Property's value;
- (b) not to permit any waste (including removal of dirt or trees) or deterioration of the Property;
- (c) not to permit the demolition, destruction or removal of any portion of the Property without first securing your written consent;
- (d) to permit you or your representative to enter upon and inspect the Property from time to time.
- (e) not to further encumber any interest in or any part of the Property without your prior written consent.

## 8. SECURITY AGREEMENT

Some items of the Property are personal property (the "Personal Property"). I grant you a security interest in the Personal Property and all additions to, replacements of, and proceeds of the Personal Property. Although this Mortgage is a self-operative security agreement affecting the Personal Property, I agree to execute and deliver to you any other written instrument that you might demand to create or evidence your security interest. In addition to all other available remedies, you have all of the rights and remedies of a secured party under the Florida Uniform Commercial Code.

## 9. MAXIMUM LOAN CHARGES

You agree that you will not charge interest or other loan charges that exceed the maximum lawful rate, it being your intent not to charge a usurious interest rate. If it is discovered that interest or other loan charges exceed the maximum lawful rate, I will give you the opportunity to refund to me that amount collected which exceeded the maximum lawful rate plus interest on that amount at the maximum lawful rate. We will then modify this Mortgage and the Note so that I will not be required to pay further interest or other loan charges that exceed the maximum lawful rate.

## 10. CONDEMNATION

I agree that if the Property or any part of it is condemned under any power of condemnation, or acquired for a public use, then the damages, proceeds, and consideration given for such acquisition, to the extent of my obligations to you, will be paid to you to be applied on account of my obligations to you, whether due or not.

## 11. PERFORMANCE OF OTHER ENCUMBRANCES

I agree to comply with all of the terms and conditions of any other mortgages or encumbrances that affect the Property. I agree that my failure to comply with or fully perform the terms and conditions of other encumbrances against the Property shall constitute a default under this Mortgage and shall entitle you, at your option, to exercise any right available for my default under this Mortgage.

## 12. OBLIGATIONS OF PERSONS UNDER THIS NOTE

Any person or entity who is a guarantor, co-maker, surety or endorser of the Note is fully and personally obligated to keep all of the promises made in the Note and this Mortgage, including the promise to pay the full amount owed. Any person or entity who takes over these obligations, including the obligations of a guarantor, co-maker, surety or endorser of

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the Note, is also obligated to keep all of the promises made in this Mortgage and in the Note. All subsequent owners of the Property must keep all of my promises made in this Mortgage. You may enforce your rights under the Note and this Mortgage against each person or entity individually or against all of them together.

## 13. APPLICATION OF PAYMENTS

All payments received by you under the Note shall be applied: first, to charges for overdue payments that are due under the Note; second, to amounts payable for taxes, insurance, or other advances made by you on my behalf, if any; third, to deposits that I must pay, if any, for the payment of future taxes and insurance; fourth, to interest due; and last to principal.

## 14. INTENTIONALLY OMITTED

## 15. APPOINTMENT OF RECEIVER

I agree that you may, at any time that this Mortgage is in default, apply to the court having jurisdiction for the appointment of a receiver, and such court shall immediately appoint a receiver of the Property, including all income, profits, issues, and revenues from whatever source derived relating to the Property, all of which, is hereby mortgaged, as if specifically set forth and described in this Mortgage. Such appointment shall be made by the court as an admitted equity and a matter of absolute right to you, and without reference to the adequacy or inadequacy of the value of the Property, or to my solvency or insolvency. Such rents, profits, income, issues, and revenues shall be applied by the receiver according to the lien of this Mortgage and the practice of the court.

## 16. ACCELERATION AND REMEDIES UPON DEFAULT

Time is of the essence in my payment of amounts due under, and in my performance of all promises under, the Note or this Mortgage. If I (A) fail to pay any amount due under the Note or this Mortgage within thirty days after they become due and payable; (B) or if I fail to keep any promises made in or satisfy requirements of this Mortgage and do not cure that failure within ten days following date on which you give notice as provided in the paragraph below entitled "Giving of Notices"; (C) or if I die (if I am an individual), or am dissolved or liquidated (if I am other than an individual); then I will be in default without notice and you may require me to pay immediately the full amount of the principal which has not been paid and all the interest that I owe on that amount and any other amounts that I may owe pursuant to the Note or this Mortgage, and you may, in addition to pursuing other remedies, foreclose this Mortgage by judicial proceeding and sale of the Property.

## 17. PAYMENT OF YOUR ATTORNEYS FEES, COSTS AND EXPENSES

If I am in default as described above, you will have the right to be repaid by me for all of your costs and expenses in enforcing this Mortgage or the Note and all such sums shall bear from the date of disbursement by Lender the highest rate permitted by law. This rate shall apply before and after any final judgment is entered for any amounts due under the Note. Those expenses include, without limitation, for example, reasonable attorneys' fees (before trial, at trial, or on appeal and including bankruptcy proceedings), the cost of an environmental audit and the cost of a title abstract or other search for the Property.

## 18. GIVING OF NOTICES

Unless applicable law requires a different method, any notice to be given to me under this Mortgage will be given by personally delivering it or by mailing it by first class mail to me at **1201 S. Prairie Avenue, #4301, Chicago, Illinois 60605**, or at a different address if I have given you a written notice of a different address for me.

Any notice that must be given to you under this Mortgage will be given by mailing it by first class mail to you at the address stated above, or at a different address if I have been given a notice of that different address.

## 19. FORECLOSURE OF OTHER LIENS

If foreclosure proceedings of any mortgage or lien of any kind affecting the Property, whether superior or inferior to this Mortgage, are instituted, then you may at your option, immediately or thereafter, declare this Mortgage and the entire indebtedness secured hereby due and payable.

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## 20. NO WAIVER BY LENDER

If, at a time when I am in default you do not require me to pay immediately in full as described above, this will not be a waiver of your rights and you will still have the right to do so if I am in default at a later time.

## 21. RIGHT TO CURE

If I default in any of my promises or agreements contained in this Mortgage or in the Note, then without prejudicing your right to other remedies, you may perform that promise or agreement on my behalf, and all expenditures (including reasonable attorney's fees) made by you in so doing shall bear interest at the highest legal rate, and shall be repayable immediately and, together with interest and costs accruing thereon, shall be secured by this Mortgage.

## 22. NO TRANSFER WITHOUT CONSENT

The loan represented by this Mortgage and the Note is personal to me. I recognize that you have made the loan based on my credit and character, and on your judgment of my ability to repay the loan. Accordingly, this Mortgage may not be assumed by any subsequent holder of any interest, title, or claim to the Property without your written consent. If I attempt, at any time, directly or indirectly, to lease the Property for a period of more than one year, grant an option to REFINANCE the Property, sell, convey, or transfer any interest or title in the Property without your written approval, then the remaining principal balance on the Note and all accrued interest thereon, and all other sums secured by this Mortgage will, at your option, without notice or demand, become immediately due and payable.

## 23. GOVERNING LAW; SEVERABILITY

This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or of the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable.

## 24. ASSIGNMENT OF RENTS AND LEASES

I assign to you and give you a security interest in all leases of the Property and all rents and revenues from the Property. However, I may continue to collect and use these rents and revenues as they become due and payable (but in no event for more than one month in advance) for so long as I am not in default on this Mortgage or the Note provided that I will not accept money from any tenant for more than one month in advance. If I am ever in default, however, I agree that you are entitled, without demand, to all such rents and revenues, which you will apply first, to late charges due under the Note; second, to amounts payable for taxes, insurance, or other advances made by you on my behalf, if any; third, to deposits that I must pay, if any, for the payment of future taxes and insurance; fourth, to interest due; and last to principal; however, such application will not cure any default.

## 25. COST OF RECORDING SATISFACTION OF MORTGAGE

At such time as I shall become entitled to a satisfaction of this Mortgage, then I shall be responsible to pay the cost of recording such Satisfaction of this Mortgage.

## 26. COVENANTS OF GUARANTOR

As a material inducement to Mortgagee to make the loan evidenced by the Note, STEPHEN A. WHEELER (the "Guarantor") have executed and delivered to Mortgagee the Guaranty. Mortgagor covenants and agrees that the Guarantor shall fully perform, comply with, and abide by the Guaranty. It is understood and agreed by Mortgagor that the representations, covenants and agreements on the part of the Guarantor shall constitute, for the purposes of its obligations hereunder, covenants on behalf of Mortgagor.

## 27. WAIVER OF RIGHT TO JURY TRIAL

**YOU AND I BOTH AGREE THAT NEITHER OF US, NOR OUR HEIRS, SUCCESSORS, OR ASSIGNS (THE "PARTIES"), WILL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED ON OR ARISING OUT OF THIS MORTGAGE OR THE**

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NOTE. NONE OF THE PARTIES WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. I ACKNOWLEDGE THAT THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY YOU AND ME, ARE A MATERIAL INDUCEMENT FOR THE LOAN THE REPAYMENT OF WHICH IS SECURED BY THIS MORTGAGE, AND SHALL BE SUBJECT TO NO EXCEPTIONS.

Dated: June 12, 2017

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$425,000, IN ADDITION TO ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE LENDER UNDER THE TERMS OF THIS MORTGAGE. THIS LOAN IS BEING USED TOWARDS THE REFINANCE OF INVESTMENT PROPERTY, AND NOT TO BE OCCUPIED AS A PRIMARY RESIDENCE.

MORTGAGOR:

Signed, sealed and delivered in the presence of:

\_\_\_\_\_

Witness #1 Name: \_\_\_\_\_

\_\_\_\_\_

Witness #2 Name: \_\_\_\_\_

STATE OF ILLINOIS )

COUNTY OF COOK )

BORROWER:

AMS 1201 S PRAIRIE, LLC, an Illinois limited liability company

By: \_\_\_\_\_

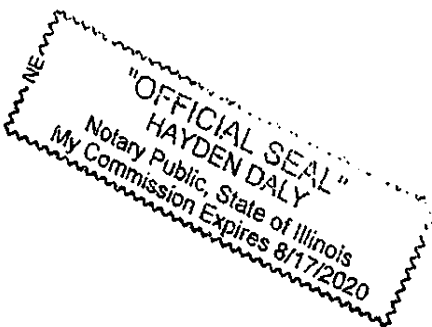
Name: STEPHEN A. WHEELER

Title: MANAGER

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 9 day of June, 2017, by Stephen A. Wheeler, as MANAGER of AMS 1201 S PRAIRIE, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY. He [ ] is personally known to me or [ ] has produced an Illinois driver's license or as identification.

My Commission Expires: 8/17/20

Hayden Daly  
Notary Public



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## SCHEDULE A THE PROPERTY

PARCEL 1: UNITS 4301, GU-258 AND GU-259 IN ONE MUSEUM PARK WEST CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

PART OF BLOCK 2 SUBDIVISION, BEING A RESUBDIVISION OF LOT 2 IN KILEY'S SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO, PART OF SOUTH INDIANA AVENUE PER DOCUMENT 93954909 RECORDED NOVEMBER 22, 1993, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0933444028, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY ILLINOIS.

PARCEL 2: A NON-EXCLUSIVE PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY THE GRANT OF EASEMENTS AND AGREEMENT FOR CONSTRUCTION, ENCROACHMENTS AND MAINTENANCE ("GRANT") DATED MARCH 15, 2006 AND RECORDED MAY 15, 2006 AS DOCUMENT 0613532035 MADE BY AND AMONG CENTRAL STATION, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, 1255 SOUTH PRAIRIE PRIVATE, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY AND GP 1, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY:

(i) TO CONSTRUCT, LOCATE AND MAINTAIN PERMANENT ENCROACHMENTS OF PORTIONS OF THE FUTURE IMPROVEMENTS LOCATED ON PARCEL 1, INCLUDING WITHOUT LIMITATION ALL STRUCTURAL MEMBERS, FOOTING, CAISSON BELLS, FOUNDATIONS, DEMISING WALLS, COLUMNS SHEETING AND GRADE BEAMS AND ANY OTHER SUPPORTING COMPONENTS WHICH PROVIDE SUPPORT AND/OR ENCLOSURE; AND,  
(ii) TO MAINTAIN ANY INCIDENTAL ENCROACHMENTS IN THE EVENT AND TO THE EXTENT THAT ANY PART OF THE FUTURE IMPROVEMENTS LOCATED ON PARCEL 1, ENCROACH UPON ANY PART OF THE DOMINANT PARCELS (AS DEFINED IN THE GRANT), IN COOK COUNTY, ILLINOIS.

PARCEL 3: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY THE GRANT OF EASEMENTS AND AGREEMENT FOR CONSTRUCTION, ENCROACHMENTS AND MAINTENANCE DATED MARCH 15, 2006 AND RECORDED MAY 15, 2006 AS DOCUMENT 0613532035 MADE BY AND AMONG CENTRAL STATION, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY; 1255 SOUTH PRAIRIE PRIVATE, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY AND GP 1, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY FOR THE PURPOSE OF INGRESS AND EGRESS BY PERSONS, MATERIALS AND EQUIPMENT OVER, UPON, ACROSS, UNDER AND THROUGH THE SERVIENT PARCEL DESCRIBED THEREIN TO THE EXTENT REASONABLY NECESSARY TO PERMIT THE MAINTENANCE, REPAIR OR RECONSTRUCTION OF THE IMPROVEMENTS ON PARCEL 1, IN COOK COUNTY, ILLINOIS.

PARCEL 4: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY THE DECLARATION OF EASEMENTS AND MAINTENANCE AGREEMENT FOR MUSEUM PARK NORTH DATED APRIL 28, 2006 AND RECORDED MAY 15, 2006 AS DOCUMENT 0613532038 MADE BY AND AMONG 1255 SOUTH PRAIRIE PRIVATE, L.L.C.; GP 1, LLC AND CENTRAL STATION, L.L.C. FOR UTILITY PURPOSES, INCLUDING THE RIGHT TO INSTALL, LAY, MAINTAIN, REPAIR AND REPLACE WATER MAINS AND PIPES, SEWER LINES, GAS MAINS, TELEPHONE AND COMMUNICATIONS WIRES AND EQUIPMENT, AND ELECTRICAL CONDUITS, WIRES AND EQUIPMENT, IN COOK COUNTY, ILLINOIS.



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PARCEL 5: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED DECLARATION OF EASEMENTS AND MAINTENANCE AGREEMENT FOR MUSEUM PARK NORTH DATED APRIL 28, 2006 AND RECORDED MAY 15, 2006 AS DOCUMENT 0613532038 MADE BY AND AMONG 1255 SOUTH PRAIRIE PRIVATE, L.L.C.; GP 1, LLC AND CENTRAL STATION, L.L.C. FOR INGRESS AND EGRESS OF VEHICLES AND PERSONS OVER, ON AND ACROSS STREET AREAS LOCATED UPON THE PRAIRIE AVENUE PRIVATE EASEMENT PARCEL DESCRIBED THEREIN, IN COOK COUNTY, ILLINOIS.

PARCEL 6: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY THE AMENDED AND RESTATED GRANT OF EASEMENTS: GRANT OF PUBLIC ACCESS EASEMENT AND AGREEMENT FOR USE AND MAINTENANCE OF EASEMENT PARCEL DATED APRIL 19, 2002 AND RECORDED APRIL 24, 2002 AS DOCUMENT 0020470285 MADE BY AND AMONG MUSEUM PARK EAST, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY AND CHICAGO TITLE LAND TRUST COMPANY (FORMERLY KNOWN AS CHICAGO TITLE AND TRUST COMPANY), AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1990 AND KNOWN AS TRUST NUMBER 1080000 FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER, ACROSS AND UPON THE EASEMENT PARCEL DESCRIBED THEREIN, IN COOK COUNTY, ILLINOIS.

PARCEL 7: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY THE DECLARATION OF EASEMENTS FOR CONSTRUCTION, ENCROACHMENTS, ADJACENT IMPROVEMENTS, ACCESS AND MAINTENANCE: ACCESS RAMP EASEMENTS MADE BY AND BETWEEN GRANT PARK 2, LLC AND CENTRAL STATION, L.L.C. RECORDED NOVEMBER 30, 2009 AS DOCUMENT 0933444026 FOR THE FOLLOWING PURPOSES:

- A) LOCATE AND MAINTAIN PERMANENT ENCROACHMENTS OF ANY ONE MUSEUM PARK WEST IMPROVEMENTS AND/OR FACILITIES;
- B) MAINTAIN ANY INCIDENTAL ENCROACHMENTS IN THE EVENT AND TO THE EXTENT THAT ANY PART OF THE ONE MUSEUM PARK WEST IMPROVEMENTS SHALL ENCROACH OR SHALL HEREAFTER ENCROACH; AND,
- C) FOR INGRESS AND EGRESS TO THE EXTENT REASONABLY NECESSARY TO PERMIT THE MAINTENANCE, REPAIR, REPLACEMENT OR RECONSTRUCTION OF ANY PORTION OF THE ONE MUSEUM PARK WEST IMPROVEMENTS, IN, TO, UNDER, OVER, UPON, THROUGH AND ABOUT PORTIONS OF THE "T5 PROPERTY", AS DEFINED THEREIN, IN COOK COUNTY, ILLINOIS.

PARCEL 8: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENTS FOR ENCROACHMENTS, ADJACENT IMPROVEMENTS, ACCESS AND MAINTENANCE, DATED APRIL 2, 2008 AND RECORDED APRIL 4, 2008 AS DOCUMENT 0809541096, BY AND AMONG GP1, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, GRANT PARK 2, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AND CENTRAL STATION, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, FOR EASEMENTS:

- (i) TO LOCATE AND MAINTAIN ENCROACHMENTS OF PORTIONS OF IMPROVEMENTS OVER ONE MUSEUM PARK EAST PROPERTY, AS DEFINED THEREIN;
- (ii) FOR REPAIR, REPLACEMENT AND RECONSTRUCTION OF ALL EXPANSION JOINT CONNECTIONS AS DESCRIBED THEREIN;
- (iii) FOR INGRESS AND EGRESS OVER ONE MUSEUM PARK EAST PROPERTY TO THE EXTENT REASONABLY NECESSARY TO PERMIT MAINTENANCE, REPAIR OR RECONSTRUCTION OF ANY PORTION OF THE ONE MUSEUM PARK WEST PROPERTY; AND
- (iv) FOR INGRESS AND EGRESS TO ANY DOG RUN AREA AND FOR ACCESS TO AND USE OF ANY DOG RUN AREA LOCATED ON THE ONE MUSEUM PARK EAST PROPERTY, IN COOK COUNTY, ILLINOIS.

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PARCEL 9: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY DECLARATION OF EASEMENTS FOR ENCROACHMENTS, ADJACENT IMPROVEMENTS, ACCESS AND MAINTENANCE, DATED NOVEMBER 20, 2009 AND RECORDED NOVEMBER 30, 2009 AS DOCUMENT 0933444027 BY AND BETWEEN GRANT PARK 2, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND CENTRAL STATION, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, FOR EASEMENTS:

- (a) TO LOCATE AND MAINTAIN ENCROACHMENTS OF PORTIONS OF IMPROVEMENTS OVER T5 PROPERTY, AS DEFINED THEREIN;
  - (b) FOR REPAIR, REPLACEMENT AND RECONSTRUCTION OF ALL EXPANSION JOINT CONNECTIONS AS DESCRIBED THEREIN;
- FOR INGRESS AND EGRESS OVER T5 PROPERTY TO THE EXTENT REASONABLY NECESSARY TO PERMIT MAINTENANCE, REPAIR OR RECONSTRUCTION OF ANY PORTION OF THE ONE MUSEUM PARK WEST PROPERTY, IN COOK COUNTY, ILLINOIS.

PARCEL 10: THE (EXCLUSIVE) RIGHT TO THE USE OF STORAGE SPACE(S) S-233 A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0933444028.

Property of Cook County Clerk's Office