

8986054 Pg 2 of 3

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud  
844-768-1713



\*1805306110\*

Doc# 1805306110 Fee \$150.00

SHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/22/2018 04:42 PM PG: 1 OF 57

The property identified as: PIN: 17-04-300-017

Address:

Street: 600 W. Chicago Ave, 900 N. Kingsbury St.,

Street line 2: 950 N. Kingsbury St., 811 N. Larabee St.

City: Chicago

State: IL

ZIP Code: 60654

Lender: Morgan Stanley Bank, N.A.

Borrower: Chicago Kingsbury, LLC

Loan / Mortgage Amount: \$373,800,000.00

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

Certificate number: 186067B4-283C-4D76-A1DC-698154ADC07C

Execution date: 2/21/2018

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**PREPARED BY AND UPON  
RECORDATION RETURN TO:**

Paul Hastings LLP  
200 Park Avenue  
New York, NY 10166  
Attention: Eric Allendorf, Esq.

**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY  
AGREEMENT AND FIXTURE FILING**

**CHICAGO KINGSBURY, LLC, as mortgagor  
(Borrower)**

to

**MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC, as administrative agent  
for certain lenders referred to herein, as mortgagee  
(Administrative Agent)**

Dated: As of February 21, 2018  
Location: 600 West Chicago Avenue  
Chicago, Illinois  
County: Cook

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MSBNA Loan No.: 17-51932

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

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Security Instrument") is made as of this 21st day of February, 2018, by CHICAGO KINGSBURY, LLC, a Delaware limited liability company, having an address at c/o Sterling Bay, 1040 W. Randolph Street, Chicago, Illinois 60607, as mortgagor (together with its permitted successors and assigns, "Borrower"), for the benefit of MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC, a New York limited liability company, having an address at 1585 Broadway, New York, New York 10036, as administrative agent (in such capacity, together with its successors and assigns, "Administrative Agent" or "Mortgagee") for MORGAN STANLEY BANK, N.A., a national banking association, having an address at 1585 Broadway, New York, New York 10036, as mortgagee (together with such other co-lenders as may be party to the Loan Agreement (defined below) from time to time, individually and/or collectively, as the context may require, with each of their respective successors and assigns, "Lender").

### WITNESSETH:

WHEREAS, this Security Instrument is given to secure a loan (the "Loan") in the maximum principal amount of up to Three Hundred Seventy-Three Million Eight Hundred Thousand and No/100 Dollars (\$373,800,000.00) that has been advanced pursuant to that certain Loan Agreement, dated as of the date hereof, by and among Borrower, Administrative Agent and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement") and evidenced by the Note, together with all interest accrued and unpaid thereon and all other sums due to Administrative Agent in respect of the indebtedness under the Note, the Loan Agreement, this Security Instrument or any of the other Loan Documents (defined below) (collectively, the "Debt") and the performance of all of the obligations of Borrower due under the Note, the Loan Agreement and all other documents, agreements and certificates executed and/or delivered in connection with the Loan (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, collectively, the "Loan Documents").

NOW THEREFORE, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Security Instrument:

### Article 1 - GRANTS OF SECURITY

Section 1.1 PROPERTY CONVEYED. Borrower does hereby irrevocably mortgage, grant, bargain, sell, convey, pledge, assign, warrant, transfer and convey to Administrative Agent, for the benefit and security of Lender and its successors and assigns, WITH POWER OF SALE, all of Borrower's right, title and interest in, to and under the following property, rights, interests and estates now owned, or hereafter acquired by Borrower, if any (individually or collectively, as the context may require, the "Property");

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(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (the "Land");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Borrower for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Security Instrument;

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "Improvements");

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Borrower, which is used at or in connection with the Improvements or the Land and is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Borrower and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "Equipment"). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under space leases, equipment lessor under equipment leases or the property manager except to the extent that Borrower shall have any right or interest therein;

(f) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Borrower which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler

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systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Borrower's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "**Fixtures**"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to leases except to the extent that Borrower shall have any right or interest therein (it being agreed however, that Borrower shall have the right to waive any common law or statutory landlord's lien with regard to any Fixtures of a tenant);

(g) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code), other than Fixtures, which are now or hereafter owned by Borrower and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "**Personal Property**"), and the right, title and interest of Borrower in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "**Uniform Commercial Code**"), superior in lien to the lien of this Security Instrument and all proceeds and products of the above;

(h) Leases and Rents. All leases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which Borrower grants any Person a possessory interest in and a right to use or occupy all or any portion of the Land and the Improvements, and every material economic modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into (collectively, the "**Leases**"), whether before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. § 101 et seq., as the same may be amended from time to time (the "**Bankruptcy Code**") and all right, title and interest of Borrower, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash,

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issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Borrower or its agents or employees from any and all sources arising from or attributable to the Property, including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Borrower or Manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (collectively, the "**Rents**") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(i) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(j) Insurance Proceeds. All proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(k) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(l) Rights. The right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Administrative Agent in the Property;

(m) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Borrower therein and thereunder, including, without limitation, the right, during the continuance of an Event of Default hereunder, to receive and collect any sums payable to Borrower thereunder;

(n) Trademarks. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property, except for any intangibles belonging to tenants under the Leases;



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(o) Accounts. All reserves, escrows and deposit accounts maintained by Borrower with respect to the Property, including, without limitation, the Deposit Account and all accounts established or maintained pursuant to the Cash Management Agreement; together with all deposits or wire transfers made to such accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

(p) Tort Claims. All commercial tort claims Borrower now has or hereafter acquires relating to the properties, rights, titles and interests referred to in this Section 1.1;

(q) Letter of Credit. All letter-of-credit rights (whether or not the letter of credit is evidenced by a writing) Borrower now has or hereafter acquires relating to the properties, rights, titles and interests referred to in this Section 1.1;

(r) Proceeds. All proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether cash, liquidation or other claims or otherwise;

(s) Interest Rate Protection Agreement. The Interest Rate Protection Agreement, including, but not limited to all "accounts", "chattel paper", "general intangibles", and "investment property" (as such terms are defined in the Uniform Commercial Code in effect in the State of New York from time to time in effect) constituting or relating to the foregoing, and all products and proceeds of the foregoing; and

(t) Other Rights. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (s) above.

AND without limiting any of the other provisions of this Security Instrument, to the extent permitted by applicable law, Borrower expressly grants to Administrative Agent, as secured party, a security interest in the portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and parcel of the Land (the Land, the Improvements and the Fixtures collectively referred to as the "Real Property") appropriated to the use thereof and, whether affixed or annexed to the Real Property or not, shall for the purposes of this Security Instrument be deemed conclusively to be real estate and mortgaged hereby.

Section 1.2 ASSIGNMENT OF RENTS. As security for the Loan, the Note and the other Obligations (hereinafter defined), Borrower hereby unconditionally assigns to Administrative Agent all of Borrower's right, title and interest in and to all current and future Leases and Rents. Subject to the terms of the Loan Agreement and Section 7.1(h) of this Security Instrument, Administrative Agent grants to Borrower a revocable license to collect, receive, use and enjoy the Rents and otherwise administer the Leases. Borrower shall hold the

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Rents, or a portion thereof sufficient to discharge all current sums due and payable on the Debt, for use in the payment of such sums.

Section 1.3 SECURITY AGREEMENT. This Security Instrument is a real property mortgage, a "security agreement," a "financing statement" and a "fixture filing" within the meaning of the Uniform Commercial Code. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Borrower in the Property. By executing and delivering this Security Instrument, Borrower hereby grants to Administrative Agent, for the benefit of Lender, and each of their respective successors and assigns, as security for the Obligations, a security interest in all of Borrower's right, title and interest in and to the Fixtures, the Equipment, the Personal Property and other property constituting the Property to the full extent that the Fixtures, the Equipment, the Personal Property and such other property may be subject to the Uniform Commercial Code (said portion of the Property so subject to the Uniform Commercial Code being called the "**Collateral**"). If an Event of Default shall occur and be continuing, Administrative Agent, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default of a debtor under the Uniform Commercial Code, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as Administrative Agent may reasonably deem necessary for the care, protection and preservation of the Collateral. Upon request or demand of Administrative Agent after the occurrence and during the continuance of an Event of Default, Borrower shall, at its expense, assemble the Collateral and make it available to Administrative Agent at a convenient place (at the Land if tangible property) reasonably acceptable to Administrative Agent. Borrower shall pay to Administrative Agent on demand any and all reasonable out of pocket expenses, including reasonable actual legal expenses and attorneys' fees, incurred or paid by Administrative Agent in protecting its interest in the Collateral and in enforcing its rights hereunder with respect to the Collateral after the occurrence and during the continuance of an Event of Default. Any notice of sale, disposition or other intended action by Administrative Agent with respect to the Collateral sent to Borrower in accordance with the provisions hereof at least ten (10) Business Days prior to such action, shall, except as otherwise provided by applicable law, constitute reasonable notice to Borrower. The proceeds of any disposition of the Collateral, or any part thereof, may, except as otherwise required by applicable law, be applied by Administrative Agent to the payment of the Debt in such priority and proportions as Administrative Agent in its discretion shall deem proper. The principal place of business of Borrower (debtor) is as set forth on page one hereof and the address of Administrative Agent (secured party) is as set forth on page one hereof.

Section 1.4 FIXTURE FILING. Certain of the Property is or will become "fixtures" (as that term is defined in the Uniform Commercial Code) on the Land, described or referred to in this Security Instrument, and this Security Instrument, upon being filed for record in the real estate records of the city or county wherein such fixtures are situated, shall operate also as a financing statement naming Borrower as debtor and Administrative Agent as secured party filed as a fixture filing in accordance with the applicable provisions of said Uniform Commercial Code upon such of the Property that is or may become fixtures.



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Section 1.5 PLEDGES OF MONIES HELD. Borrower hereby pledges to Administrative Agent any and all monies now or hereafter held by Administrative Agent or on behalf of Administrative Agent in connection with the Loan, including, without limitation, any sums deposited in the Accounts (as defined in the Cash Management Agreement) and Net Proceeds, as additional security for the Obligations until expended or applied as provided in this Security Instrument, the Cash Management Agreement or the Loan Agreement.

## CONDITIONS TO GRANT

TO HAVE AND TO HOLD the above granted and described Property unto and to the use and benefit of Administrative Agent, for the benefit of Lender, and their respective successors and assigns, forever;

WITH POWER OF SALE, to secure the payment to Administrative Agent of the Debt at the time provided for in the Note, the Loan Agreement and this Security Instrument;

PROVIDED, HOWEVER, these presents are upon the express condition that, if Borrower shall well and truly pay to Administrative Agent the Debt at the time provided in the Note, the Loan Agreement and this Security Instrument, shall well and truly perform the Other Obligations (as hereinafter defined) as set forth in this Security Instrument and shall well and truly abide by and comply with each and every covenant and condition set forth herein and in the Note, the Loan Agreement and the other Loan Documents, these presents and the estate hereby granted shall cease, terminate and be void (or be assigned, if so requested by Borrower, as provided in the Loan Agreement).

## Article 2 - DEBT AND OBLIGATIONS SECURED

Section 2.1 DEBT. This Security Instrument and the conveyances, grants, assignments and transfers made in Article 1 are given for the purpose of securing the Debt.

Section 2.2 OTHER OBLIGATIONS. This Security Instrument and the conveyances, grants, assignments and transfers made in Article 1 are also given for the purpose of securing the following (the "Other Obligations"):

- (a) the performance of all other obligations of Borrower contained herein;
- (b) the performance of each obligation of Borrower contained in the Loan Agreement and any other Loan Document; and
- (c) the performance of each obligation of Borrower contained in any renewal, extension, amendment, modification, change of, or substitution or replacement for, all or any part of the Note, the Loan Agreement or any other Loan Document.

Section 2.3 DEBT AND OTHER OBLIGATIONS. Borrower's obligations for the payment of the Debt and the performance of the Other Obligations shall be referred to collectively herein as the "Obligations."

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## Article 3 - BORROWER COVENANTS

Borrower covenants and agrees that:

Section 3.1 PAYMENT OF DEBT. Borrower will pay the Debt at the time and in the manner provided in the Loan Agreement, the Note and this Security Instrument.

Section 3.2 INCORPORATION BY REFERENCE. All the covenants, conditions and agreements of Borrower contained in (a) the Loan Agreement, (b) the Note and (c) all and any of the other Loan Documents, are hereby made a part of this Security Instrument to the same extent and with the same force as if fully set forth herein.

Section 3.3 INSURANCE. Borrower shall obtain and maintain, or cause to be maintained, in full force and effect at all times insurance with respect to Borrower and the Property as required pursuant to the Loan Agreement.

Section 3.4 MAINTENANCE OF PROPERTY. Borrower shall cause the Property to be maintained in a good and safe condition and repair. Except as otherwise provided in the Loan Agreement, the Improvements, the Fixtures, the Equipment and the Personal Property shall not be removed, demolished or materially altered (except for normal replacement of the Fixtures, the Equipment or the Personal Property, tenant finish and refurbishment of the Improvements) without the consent of Administrative Agent, which consent shall not be unreasonably withheld, conditioned or delayed. Borrower shall promptly repair, replace or rebuild, subject to and in accordance with the terms of the Loan Agreement, any part of the Property which may be destroyed by any Casualty or become damaged, worn or dilapidated or which may be affected by any Condemnation, and, subject to and in accordance with the terms of the Loan Agreement, shall complete and pay for any structure at any time in the process of construction or repair on the Land unless same is the obligation of a Tenant under a Lease, provided Borrower will use reasonable efforts to enforce the material terms of the Lease so Tenant maintains the Property in a good and safe condition and repair.

Section 3.5 WASTE. Borrower shall not intentionally commit or suffer any physical waste of the Property or make any change in the use of the Property which will in any way materially increase the risk of fire or other hazard arising out of the operation of the Property, or take any action that might invalidate or allow the cancellation of any Policy, or do or permit to be done thereon anything that may in any way materially impair the value of the Property or the security of this Security Instrument. Borrower will not, without the prior written consent of Administrative Agent, permit any drilling or exploration for or extraction, removal, or production of any minerals from the surface or the subsurface of the Land, regardless of the depth thereof or the method of mining or extraction thereof.

Section 3.6 PAYMENT FOR LABOR AND MATERIALS. (a) Subject to Borrower's right to contest in accordance with the terms hereof and the terms and provisions of the Loan Agreement, Borrower will promptly pay when due all bills and costs for labor, materials, and specifically fabricated materials ("Labor and Material Costs") incurred by Borrower in

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connection with the Property and not permit to exist beyond the due date thereof in respect of the Property or any part thereof any lien or security interest, even though inferior to the liens and the security interests hereof, and in any event not permit to be created or exist in respect of the Property or any part thereof any other or additional lien or security interest other than the liens or security interests hereof except, in each case, for the Permitted Encumbrances.

(b) Subject to the applicable terms of the Loan Agreement, after prior written notice to Administrative Agent, Borrower, at its own expense, may contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any of the Labor and Material Costs, provided that (i) no Event of Default has occurred and is continuing under the Loan Agreement, the Note, this Security Instrument or any of the other Loan Documents, (ii) such proceeding shall suspend the collection of the Labor and Material Costs from the Property or Borrower shall have paid all of the Labor and Material Costs under protest, (iii) neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, terminated, canceled or lost, and (iv) unless Borrower has bonded or otherwise discharged any lien that has been filed with respect to such Labor and Material Costs, Borrower shall deposit with Administrative Agent cash, or other security as may be reasonably approved by Administrative Agent, in an amount equal to one hundred ten percent (110%) of the contested amount, to insure the payment of any such Labor and Material Costs, together with all interest and penalties thereon. Administrative Agent may pay over any such cash or other security held by Administrative Agent to the claimant entitled thereto at any time when, in the reasonable judgment of Administrative Agent, the entitlement of such claimant is established and any balance shall be remitted by Administrative Agent to Borrower.

Section 3.7 PERFORMANCE OF OTHER AGREEMENTS. Borrower shall observe and perform each and every term, covenant and provision to be observed or performed by Borrower pursuant to the Loan Agreement, any other Loan Document and any other agreement or recorded instrument affecting or pertaining to the Property and any amendments, modifications or changes thereto.

Section 3.8 CHANGE OF NAME, IDENTITY OR STRUCTURE. Borrower shall not change Borrower's name, identity (including its trade name or names) or, if not an individual, Borrower's corporate, partnership or other structure without first (a) notifying Administrative Agent of such change in writing at least ten (10) days prior to the effective date of such change, (b) taking all action reasonably required by Administrative Agent for the purpose of perfecting or protecting the lien and security interest of Administrative Agent and (c) in the case of a change in Borrower's structure, without first obtaining the prior written consent of Administrative Agent (not to be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing or any other provision of this Security Instrument to the contrary, nothing in this Section 3.8 is intended to expand the scope of the restrictions on transfers of interests in the Property or the Borrower, or limit Borrower's rights under Article VIII of the Loan Agreement. Borrower shall promptly notify Administrative Agent in writing of any change in its organizational identification number. If Borrower does not now have an organizational identification number and later obtains one, Borrower shall promptly notify Administrative Agent in writing of such organizational

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identification number. Borrower shall execute and deliver to Administrative Agent, prior to or contemporaneously with the effective date of any such change, any financing statement or financing statement change reasonably required by Administrative Agent to establish or maintain the validity, perfection and priority of the security interest granted herein. At the request of Administrative Agent, Borrower shall execute a certificate in form reasonably satisfactory to Administrative Agent listing the trade names under which Borrower intends to operate the Property, and representing and warranting that Borrower does business under no other trade name with respect to the Property.

## Article 4 - OBLIGATIONS AND RELIANCES

Section 4.1 RELATIONSHIP OF BORROWER AND ADMINISTRATIVE AGENT. The relationship between Borrower and Administrative Agent is solely that of debtor and creditor, and Administrative Agent has no fiduciary or other special relationship with Borrower, and no term or condition of any of the Loan Agreement, the Note, this Security Instrument and the other Loan Documents shall be construed so as to deem the relationship between Borrower and Administrative Agent to be other than that of debtor and creditor.

Section 4.2 NO RELIANCE ON ADMINISTRATIVE AGENT. The general partners, members, principals and (if Borrower is a trust) beneficial owners of Borrower are experienced in the ownership and operation of properties similar to the Property, and Borrower, Administrative Agent and Lender are relying solely upon such expertise and business plan in connection with the ownership and operation of the Property. Borrower is not relying on Administrative Agent's or Lender's expertise, business acumen or advice in connection with the Property.

Section 4.3 NO ADMINISTRATIVE AGENT OBLIGATIONS. (a) Notwithstanding the provisions of Subsections 1.1(h) and (m) or Section 1.2, neither Administrative Agent nor Lender is undertaking the performance of (i) any obligations under the Leases; or (ii) any obligations with respect to such agreements, contracts, certificates, instruments, franchises, permits, trademarks, licenses and other documents.

(b) By accepting or approving anything required to be observed, performed or fulfilled or to be given to Administrative Agent and/or Lender pursuant to this Security Instrument, the Loan Agreement, the Note or the other Loan Documents, including, without limitation, any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal, or insurance policy, neither Administrative Agent nor Lender shall be deemed to have warranted, consented to, or affirmed the sufficiency, the legality or effectiveness of same, and such acceptance or approval thereof shall not constitute any warranty or affirmation with respect thereto by Administrative Agent and/or Lender.

Section 4.4 RELIANCE. Borrower recognizes and acknowledges that in accepting the Loan Agreement, the Note, this Security Instrument and the other Loan Documents, Administrative Agent and Lender are expressly and primarily relying on the truth and accuracy of the warranties and representations set forth in Article III of the Loan Agreement without any

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obligation to investigate the Property and notwithstanding any investigation of the Property by Administrative Agent or Lender; that such reliance existed on the part of Administrative Agent and Lender prior to the date hereof, that the warranties and representations are a material inducement to Lender in making the Loan; and that Lender and Administrative Agent would not be willing to make the Loan and accept this Security Instrument in the absence of the warranties and representations as set forth in Article III of the Loan Agreement.

## Article 5 - FURTHER ASSURANCES

Section 5.1 RECORDING OF SECURITY INSTRUMENT, ETC. Borrower forthwith upon the execution and delivery of this Security Instrument and thereafter, from time to time, will cause this Security Instrument and any of the other Loan Documents creating a lien or security interest or evidencing the lien hereof upon the Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the lien or security interest hereof upon, and the interest of Administrative Agent and Lender in, the Property. Borrower will pay all filing, registration or recording fees or similar taxes, and all reasonable out of pocket expenses incident to the preparation, execution, acknowledgment and/or recording of the Note, this Security Instrument, the other Loan Documents, and, to the extent required to be executed and delivered by Borrower pursuant to any of the Loan Documents, any other note, deed of trust or mortgage supplemental hereto, any security instrument with respect to the Property and any instrument of further assurance, and any modification or amendment of the foregoing documents, and all similar federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Security Instrument, any deed of trust or mortgage supplemental hereto, any security instrument with respect to the Property or any instrument of further assurance, and any modification or amendment of the foregoing documents, except where prohibited by law so to do.

Section 5.2 FURTHER ACTS, ETC. Borrower will, at the cost of Borrower, and without expense to Administrative Agent or Lender, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, deeds of trust, mortgages, assignments, notices of assignments, transfers and assurances as Administrative Agent or Lender shall, from time to time, reasonably require, for the better assuring, conveying, assigning, transferring, and confirming unto Administrative Agent and Lender the property and rights hereby mortgaged, deeded, granted, bargained, sold, conveyed, confirmed, pledged, assigned, warranted and transferred or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Administrative Agent or Lender, or for carrying out the intention or facilitating the performance of the terms of this Security Instrument or for filing, registering or recording this Security Instrument, or for complying with all Legal Requirements; provided that, the foregoing shall not impose additional liability or obligations on, nor reduce the rights and remedies of Borrower or Guarantor and provided further that Borrower shall not be required to make any Prohibited Change. Borrower, upon five (5) Business Days' notice, will execute and deliver, and in the event it shall fail to so execute and deliver, hereby authorizes Administrative Agent to file in the name of Borrower or without the consent of Borrower to the extent Administrative Agent may lawfully do so, one or more financing statements (including,



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without limitation, initial financing statements and amendments thereto and continuation statements) with or without the signature of Borrower as authorized by applicable law, to evidence more effectively the security interest of Administrative Agent in the Property. Administrative Agent shall give prompt written notice to Borrower of any financing statement filed by Administrative Agent along with a copy thereof. Borrower also ratifies its authorization for Administrative Agent to have filed any like initial financing statements, amendments thereto and continuation statements, if appearing in the land records after the Closing Date but prior to the date of recording of this Security Instrument. Borrower grants to Administrative Agent an irrevocable power of attorney, only to be exercised during the continuance of an Event of Default, coupled with an interest for the purpose of exercising and perfecting any and all rights available to Administrative Agent pursuant to this Section 5.2. Administrative Agent shall give Borrower prompt written notice following any exercise of such power of attorney along with any documents executed therewith.

## Section 5.3

### CHANGES IN TAX, DEBT, CREDIT AND DOCUMENTARY STAMP

LAW. (a) If any law is enacted or adopted or amended after the date of this Security Instrument which deducts the Debt from the value of the Property for the purpose of taxation or which imposes a tax other than any income, franchise, branch profits or withholding tax, either directly or indirectly, on the Debt or Administrative Agent's or Lender's interest in the Property (other than Administrative Agent's or Lender's income, franchise or excise taxes or fees imposed upon Administrative Agent or Lender solely as the result of Administrative Agent or Lender doing business in the State in which the Property is located) and in either case, same adversely affects Administrative Agent or Lender, Borrower will pay the tax, with interest and penalties thereon, if any. If Administrative Agent or Lender is advised by counsel chosen by it that the payment of tax by Borrower would be unlawful or taxable to Administrative Agent or Lender or unenforceable or provide the basis for a defense of usury then Administrative Agent or Lender shall have the option by written notice of not less than one hundred eighty (180) days to declare the Debt immediately due and payable upon the expiration of such notice period without payment of any Spread Maintenance Premium (as defined in the Loan Agreement) or any other fee or premium.

(b) Borrower will not claim or demand or be entitled to any credit or credits on account of the Debt for any part of the Taxes or Other Charges assessed against the Property, or any part thereof, and no deduction shall otherwise be made or claimed from the assessed value of the Property, or any part thereof, for real estate tax purposes by reason of this Security Instrument or the Debt if same adversely affects Administrative Agent or Lender. If such claim, credit or deduction shall be required by law, Administrative Agent or Lender shall have the option, by written notice of not less than one hundred eighty (180) days, to declare the Debt immediately due and payable upon the expiration of such notice period without payment of any Spread Maintenance Premium (as defined in the Loan Agreement) or any other fee or premium.

(c) If at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue or other stamps to be affixed to the Note, this



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Security Instrument, or any of the other Loan Documents or impose any other tax or charge on the same. Borrower will pay for the same, with interest and penalties thereon, if any.

Section 5.4 SPLITTING OF SECURITY INSTRUMENT. Subject to the terms of the Loan Agreement, this Security Instrument and the Note shall, at any time until the same shall be fully paid and satisfied, at the sole election of Administrative Agent, be split or divided into two or more notes in substantially the same form as the Note and two or more security instruments in substantially the same form as this Security Instrument, each of which shall cover all or a portion of the Property to be more particularly described therein. To that end, subject to the terms of the Loan Agreement, Borrower, upon written request of Administrative Agent, at no cost to Borrower, shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered by the then owner of the Property, to Administrative Agent and/or its designee or designees, substitute notes and security instruments in such principal amounts, aggregating not more than the then unpaid principal amount of the Note, and containing terms, provisions and clauses the same as those contained herein and in the Note, and such other documents and instruments as may be reasonably required by Administrative Agent or Lender; provided, however, that Borrower shall not be required to modify or amend any Loan Document if such modification or amendment would constitute a Prohibited Change.

Section 5.5 REPLACEMENT DOCUMENTS. Upon receipt of an affidavit of an officer of Administrative Agent as to the loss, theft, destruction or mutilation of the Note or any other Loan Document which is not of public record in a form reasonably acceptable to Borrower and, in the case of any such mutilation, upon surrender and cancellation of such Note or other Loan Document, Borrower will issue, in lieu thereof, a replacement Note or other Loan Document, dated the date of such lost, stolen, destroyed or mutilated Note or other Loan Document in the same principal amount thereof and otherwise identical to the Note. Administrative Agent shall furnish Borrower with a lost note affidavit in a form reasonably acceptable to Borrower but in no event shall Administrative Agent be required to indemnify Borrower as a condition to Borrower delivering a replacement Note.

## Article 6 - DUE ON SALE/ENCUMBRANCE

Section 6.1 ADMINISTRATIVE AGENT AND LENDER RELIANCE. Borrower acknowledges that Administrative Agent and Lender have examined and relied on the experience of Borrower and its general partners, members, principals and (if Borrower is a trust) beneficial owners in owning and operating properties such as the Property in agreeing to make the Loan, and will continue to rely on Borrower's ownership of the Property as a means of maintaining the value of the Property as security for repayment of the Debt and the performance of the Other Obligations. Borrower acknowledges that each of Administrative Agent and Lender has a valid interest in maintaining the value of the Property so as to ensure that, should an Event of Default occur in the repayment of the Debt or the performance of the Other Obligations, Administrative Agent can recover the Debt by a sale of the Property.

Section 6.2 NO TRANSFER. Neither Borrower nor any Restricted Party shall Transfer the Property or any part thereof or any interest therein or permit or suffer the Property

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or any part thereof or any interest therein to be Transferred other than as specifically permitted by the terms of the Loan Agreement or unless Administrative Agent shall consent thereto in writing.

## Article 7- RIGHTS AND REMEDIES UPON DEFAULT

Section 7.1 REMEDIES. Upon the occurrence and during the continuance of any Event of Default, Borrower agrees that Administrative Agent may take such action all in accordance with the terms of the Loan Agreement, subject to Article 11 hereof, with notice as provided in the Loan Agreement, as it deems advisable to protect and enforce its rights against Borrower and in and to the Property, including, but not limited to, the following actions, each of which may (to the extent permitted by law) be pursued concurrently or otherwise, at such time and in such order as Administrative Agent may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Administrative Agent:

- (a) declare the entire unpaid Debt to be immediately due and payable;
- (b) institute proceedings, judicial or otherwise, for the complete foreclosure of this Security Instrument under any applicable provision of law, in which case the Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;
- (c) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Security Instrument for the portion of the Debt then due and payable, subject to the continuing lien and security interest of this Security Instrument for the balance of the Debt not then due, unimpaired and without loss of priority;
- (d) sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of Borrower therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof, all as may be required or permitted by law and, without limiting the foregoing:
  - (i) In connection with any sale or sales hereunder, Administrative Agent shall be entitled to elect to treat any of the Property which consists of a right in action or which is property that can be severed from the Real Property covered hereby or any improvements without causing structural damage thereto as if the same were personal property, and dispose of the same in accordance with applicable law, separate and apart from the sale of Real Property. Where the Property consists of Real Property, Personal Property, Equipment or Fixtures, whether or not such Personal Property or Equipment is located on or within the Real Property, Administrative Agent shall be entitled to elect to exercise its rights and remedies against any or all of the Real Property, Personal Property, Equipment and Fixtures

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in such order and manner as is now or hereafter permitted by applicable law;

- (ii) Administrative Agent shall be entitled to elect to proceed against any or all of the Real Property, Personal Property, Equipment and Fixtures in any manner permitted under applicable law; and if Administrative Agent so elects pursuant to applicable law, the power of sale herein granted shall be exercisable with respect to all or any of the Real Property, Personal Property, Equipment and Fixtures covered hereby, as designated by Administrative Agent;
- (iii) Should Administrative Agent elect to sell any portion of the Property which is Real Property or which is Personal Property, Equipment or Fixtures that Administrative Agent has elected under applicable law to sell together with Real Property in accordance with the laws governing a sale of Real Property, Administrative Agent shall give such notice of Event of Default, if any, and election to sell as may then be required by law. Thereafter, upon the expiration of such time and the giving of such notice of sale as may then be required by law, and without the necessity of any demand on Borrower or Administrative Agent at the time and place specified in the notice of sale, shall sell such Real Property or part thereof at public auction to the highest bidder for cash in lawful money of the United States. Administrative Agent may from time to time postpone any sale hereunder by public announcement thereof at the time and place noticed therefor;
- (iv) If the Property consists of several lots, parcels or items of property, Administrative Agent shall, subject to applicable law, (A) designate the order in which such lots, parcels or items shall be offered for sale or sold, or (B) elect to sell such lots, parcels or items through a single sale, or through two or more successive sales, or in any other manner Administrative Agent designates. Any Person, including Borrower or Administrative Agent, may purchase at any sale hereunder. Should Administrative Agent desire that more than one sale or other disposition of the Property be conducted, Administrative Agent shall, subject to applicable law, cause such sales or dispositions to be conducted simultaneously, or successively, on the same day, or at such different days or times and in such order as Administrative Agent may designate, and no such sale shall terminate or otherwise affect the lien of this Security Instrument on any part of the Property not sold until all the Debt has been paid in full. In the event Administrative Agent elects to dispose of the Property through more than one sale, except as otherwise provided by applicable law, Borrower agrees to pay the costs and expenses of each such sale and of any judicial proceedings wherein such sale may be made;

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(e) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Note, the Loan Agreement or in the other Loan Documents;

(f) recover judgment on the Note either before, during or after any proceedings for the enforcement of this Security Instrument or the other Loan Documents;

(g) apply for the appointment of a receiver, trustee, liquidator or conservator of the Property, without notice and without regard for the adequacy of the security for the Debt and without regard for the solvency of Borrower, any guarantor, any indemnitor with respect to the Loan or of any Person liable for the payment of the Debt;

(h) the license granted to Borrower under Section 1.2 hereof shall automatically be revoked and Administrative Agent may enter into or upon the Property, either personally or by its agents, nominees or attorneys and dispossess Borrower and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Borrower agrees to surrender possession of the Property and of such books, records and accounts to Administrative Agent upon demand, and thereupon Administrative Agent may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat; (ii) complete any construction on the Property in such manner and form as Administrative Agent reasonably deems advisable; (iii) make alterations, renewals and replacements to or on the Property; (iv) exercise all rights and powers of Borrower with respect to the Property, whether in the name of Borrower or otherwise, including, without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Property and every part thereof; (v) require Borrower to pay monthly in advance to Administrative Agent, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be occupied by Borrower; (vi) require Borrower to vacate and surrender possession of the Property to Administrative Agent or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise; and (vii) subject to the terms and conditions of the Loan Documents, following an acceleration of the Loan, apply the receipts from the Property to the payment of the Debt, in such order, priority and proportions as Administrative Agent shall deem appropriate in its sole discretion after deducting therefrom all reasonable out of pocket expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, Other Charges, insurance and other expenses in connection with the Property;

(i) exercise any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing: (i) the right to take possession of the Fixtures, the Equipment and the Personal Property, or any part thereof, and to take such other measures as Administrative Agent may reasonably deem necessary for the care, protection and preservation of the Fixtures, the Equipment and the Personal Property, and (ii) request Borrower at its expense to assemble the

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Fixtures, the Equipment and the Personal Property and make it available to Administrative Agent at the Real Property. Any notice of sale, disposition or other intended action by Administrative Agent with respect to the Fixtures, the Equipment and/or the Personal Property sent to Borrower in accordance with the provisions hereof at least ten (10) days prior to such action, shall constitute commercially reasonable notice to Borrower;

(j) apply any sums then deposited or held in escrow or otherwise by or on behalf of Administrative Agent, subject to and in accordance with the terms of the Loan Agreement, the Cash Management Agreement, this Security Instrument or any other Loan Document to the payment of the following items in any order in its sole discretion:

- (i) Taxes and Other Charges;
- (ii) Insurance Premiums;
- (iii) Interest on the unpaid principal balance of the Note;
- (iv) Any required amortization of the unpaid principal balance of the Note;
- (v) All other sums payable pursuant to the Note, the Loan Agreement, this Security Instrument and the other Loan Documents, including without limitation advances made by Lender pursuant to the terms of this Security Instrument;

(k) pursue such other remedies as Administrative Agent may have under applicable law; or

(l) following acceleration of the Loan, apply the undisbursed balance of any Net Proceeds Deficiency deposit, together with interest thereon, to the payment of the Debt in such order, priority and proportions as Administrative Agent shall deem to be appropriate in its discretion.

In the event of a sale, by foreclosure or otherwise, of less than all of Property, this Security Instrument shall continue as a lien and security interest on the remaining portion of the Property unimpaired and without loss of priority.

Section 7.2 APPLICATION OF PROCEEDS. The purchase money, proceeds and avails of any disposition of the Property, and or any part thereof, or any other sums collected by Administrative Agent or Lender pursuant to the Note, this Security Instrument or the other Loan Documents, may following acceleration of the Loan be applied by Administrative Agent to the payment of the Debt in such priority and proportions as set forth in the Loan Agreement.

Section 7.3 RIGHT TO CURE DEFAULTS. Upon the occurrence and during the continuance of any Event of Default or if Borrower fails to make any payment or to do any act as herein provided, Administrative Agent may, but without any obligation to do so and without notice to or demand on Borrower and without releasing Borrower from any obligation hereunder,



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make or do the same in such manner and to such extent as Administrative Agent may reasonably deem necessary to protect the security hereof. Administrative Agent is authorized to enter upon the Property for such purposes related to the Event of Default, or appear in, defend, or bring any action or proceeding to protect its interest in the Property or to foreclose this Security Instrument or collect the Debt, and the cost and expense thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this Section 7.3, shall constitute a portion of the Debt and shall be due and payable to Administrative Agent ten (10) Business Days following demand. All such costs and expenses incurred by Administrative Agent or Lender in remedying such Event of Default or such failed payment or act or in appearing in, defending, or bringing any such action or proceeding shall bear interest at the Default Rate, for the period after notice from Administrative Agent that such cost or expense was incurred and continuing until the date of payment to Administrative Agent. All such costs and expenses incurred by Administrative Agent or Lender together with interest thereon calculated at the Default Rate shall be deemed to constitute a portion of the Debt and be secured by this Security Instrument and the other Loan Documents and shall be immediately due and payable upon demand by Administrative Agent therefor.

Section 7.4 ACTIONS AND PROCEEDINGS. Administrative Agent has the right to appear in and defend any action or proceeding brought with respect to the Property and to bring any action or proceeding, in the name and on behalf of Borrower if: (a) an Event of Default has occurred and is continuing; or (b) after prior written notice to Borrower, the failure by Borrower to appear or defend such action or proceeding, which Administrative Agent, in its reasonable discretion, decides should be brought to protect its interest in the Property.

Section 7.5 RECOVERY OF SUMS REQUIRED TO BE PAID. Administrative Agent shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Debt as the same become due, without regard to whether or not the balance of the Debt shall be due, and without prejudice to the right of Administrative Agent thereafter to bring an action of foreclosure, or any other action, for an Event of Default existing at the time such earlier action was commenced.

Section 7.6 EXAMINATION OF BOOKS AND RECORDS. As specifically provided in the Loan Agreement, at reasonable times and upon reasonable prior notice, Administrative Agent, its agents, accountants and attorneys shall have the right to examine the records, books, management and other papers of Borrower which reflect upon its financial condition, at the Property or at any office regularly maintained by Borrower where the books and records are located. Administrative Agent and its agents shall have the right to make copies and extracts from the foregoing records and other papers. In addition, subject to the terms and conditions of the Loan Agreement, at reasonable times and upon reasonable notice, Administrative Agent, its agents, accountants and attorneys shall have the right to examine and audit the books and records of Borrower pertaining to the income, expenses and operation of the Property during reasonable business hours at any office of Borrower where the books and records are located. This Section 7.6 shall apply throughout the term of the Note and without regard to whether an Event of Default has occurred or is continuing.



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Section 7.7 OTHER RIGHTS, ETC. (a) The failure of Administrative Agent or Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Security Instrument. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (i) the failure of Administrative Agent or Lender to comply with any request of Borrower or any guarantor or any indemnitor with respect to the Loan to take any action to foreclose this Security Instrument or otherwise enforce any of the provisions hereof or of the Note or the other Loan Documents, (ii) the release, regardless of consideration, of the whole or any part of the Property, or of any person liable for the Debt or any portion thereof, or (iii) any agreement or stipulation by Administrative Agent or Lender extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Security Instrument or the other Loan Documents.

(b) It is agreed that the risk of loss or damage to the Property is on Borrower, and neither Administrative Agent nor Lender shall have any liability whatsoever for decline in value of the Property, for failure to maintain the Policies, or for failure to determine whether insurance in force is adequate as to the amount of risks insured. Possession by Administrative Agent shall not be deemed an election of judicial relief if any such possession is requested or obtained with respect to any Property or collateral not in Administrative Agent's possession.

(c) Subject to the terms of the Loan Agreement, Administrative Agent may, during the continuance of an Event of Default, resort for the payment of the Debt to any other security held by Administrative Agent in such order and manner as Administrative Agent, in its discretion, may elect. Administrative Agent may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Administrative Agent thereafter to foreclose this Security Instrument. The rights of Administrative Agent and Lender under this Security Instrument shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Administrative Agent or Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Neither Lender nor Administrative Agent shall be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.

Section 7.8 RIGHT TO RELEASE ANY PORTION OF THE PROPERTY. Administrative Agent may release any portion of the Property for such consideration as Administrative Agent may require without, as to the remainder of the Property, in any way impairing or affecting the lien or priority of this Security Instrument, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the obligations hereunder shall have been reduced by the actual monetary consideration, if any, received by Administrative Agent for such release, and may accept by assignment, pledge or otherwise any other property in place thereof as Administrative Agent may require without being accountable for so doing to any other lienholder. This Security Instrument shall continue as a lien and security interest in the remaining portion of the Property.

Section 7.9 INTENTIONALLY OMITTED.

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Section 7.10 RECOURSE AND CHOICE OF REMEDIES. Nothing herein shall inhibit or prevent Administrative Agent or Lender from foreclosing or exercising any other rights and remedies pursuant to the Loan Agreement, the Note, this Security Instrument and the other Loan Documents, whether simultaneously with foreclosure proceedings or in any other sequence, in each case to the extent permitted by law. In addition, Administrative Agent shall have the right but not the obligation to join and participate in, as a party if it so elects, any administrative or judicial proceedings or actions initiated in connection with any matter addressed in the Environmental Indemnity.

Section 7.11 RIGHT OF ENTRY. Subject to the applicable provisions of the Loan Agreement, Administrative Agent and its agents shall have the right to enter and inspect the Property at all reasonable times, upon reasonable notice to Borrower, all as set forth in the Loan Agreement.

Article 8 – INTENTIONALLY OMITTED

Article 9 - INDEMNIFICATION

Section 9.1 GENERAL INDEMNIFICATION. Borrower shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all third-party claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, direct damages, losses, reasonable out-of-pocket costs and expenses, fines, penalties, judgments, and awards (excluding consequential, special or punitive damages, unless such damages are asserted against Administrative Agent or Lender by a third party, but including but not limited to reasonable third party out-of-pocket attorneys' fees and other costs of defense for one counsel for Administrative Agent and Lender and not separate counsel for any of the other Indemnified Parties unless required due to rules of conflicts of interest) (collectively, the "**Losses**") imposed upon or incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any one or more of the following: (a) ownership of this Security Instrument, the Property or any interest therein or receipt of any Rents; (b) any amendment to, or restructuring of, the Debt, and the Note, the Loan Agreement, this Security Instrument, or any other Loan Documents requested by Borrower (and specifically excluding any of the foregoing requested by Administrative Agent pursuant to Article IX of the Loan Agreement or Section 5.4 above); (c) any and all lawful action permitted by the terms of the Loan Documents during the continuance of an Event of Default that may be taken by Administrative Agent in connection with the enforcement of the provisions of this Security Instrument or the Loan Agreement or the Note or any of the other Loan Documents, whether or not suit is filed in connection with same, or in connection with Borrower and/or any partner, joint venture or shareholder thereof or any SPC Party becoming a party to a voluntary or involuntary federal or state bankruptcy, insolvency or similar proceeding; (d) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, streets or ways solely to the extent the Borrower has liability therefor on the basis of the Property's proximity to such areas; (e) any use, nonuse or condition in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, streets or ways solely to the extent the Borrower has liability therefor

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on the basis of the Property's proximity to such areas; (f) Intentionally Omitted; (g) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof; (h) Intentionally Omitted; (i) any failure of the Property to be in compliance with any Legal Requirements to the extent that such failure results in a claim against an Indemnified Party by a Governmental Authority or other unrelated third party; (j) Intentionally Omitted; (k) any and all claims and demands whatsoever which may be asserted against Administrative Agent by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in any Lease to the extent such claim relates to a period prior to Administrative Agent foreclosing on the Property (or taking possession of the Property by a deed-in-lieu or similar transaction) or exercising the rights of the landlord under the Leases; (l) the payment of any commission, charge or brokerage fee to anyone claiming through Borrower which may be payable in connection with the funding of the Loan; or (m) any intentional material misrepresentation made by Borrower in this Security Instrument or any other Loan Document. Any amounts payable to Administrative Agent by reason of the application of this Section 9.1 shall become immediately due and payable. For purposes of this Article 9, the term "**Indemnified Parties**" means Administrative Agent, Lender and any Person who is or will have been involved in the servicing of the Loan secured hereby, Persons who may hold or acquire or will have held a full or partial interest in the Loan secured hereby (including, but not limited to, investors in the Securities, as well as custodians, trustees and other fiduciaries who hold or have held a full or partial interest in the Loan secured hereby for the benefit of third parties) as well as the respective directors, officers, shareholders, partners, employees, agents, servants, representatives, contractors, subcontractors, affiliates, subsidiaries, participants, successors and assigns of any and all of the foregoing (including but not limited to any other Person who holds or acquires a participation or other full or partial interest in the Loan, whether during the term of the Loan or as a part of or following a foreclosure of the Loan and including, but not limited to, any permitted successors of an indemnitee by merger, consolidation or acquisition of all or a substantial portion of Lender's or Administrative Agent's assets and business). Notwithstanding anything contained in this Security Instrument to the contrary, Borrower shall not be liable for the payment of Losses to the extent the same arise by reason of the gross negligence, illegal acts, fraud, willful misconduct or willful breach of the Loan Documents by Administrative Agent, Lender or any other Indemnified Party, or that are related to events, acts or omissions arising or occurring after (i) Borrower is dispossessed of the Property through a foreclosure or a deed in lieu of foreclosure of the Property or other exercise of remedies by or on behalf of Administrative Agent or Lender or (ii) Mezzanine Lender, its affiliate or nominee or any other purchaser acquired title to the equity interests in Borrower in connection with an enforcement of remedies under the Mezzanine Loan Documents.

Section 9.2      MORTGAGE AND/OR INTANGIBLE TAX. Borrower shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all Losses imposed upon or incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any tax on the making and/or recording of this Security Instrument, the Note or any of the other Loan Documents, but excluding any income, franchise, branch profits, withholding or other similar taxes. Notwithstanding anything contained in this Security Instrument to the contrary, Borrower shall

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not be liable for the payment of Losses to the extent the same arise by reason of the gross negligence, illegal acts, fraud, willful misconduct or willful breach of the Loan Documents by Administrative Agent, Lender or any other Indemnified Party, or that are related to events, acts or omissions arising or occurring after (i) Borrower is dispossessed of the Property through a foreclosure or a deed in lieu of foreclosure of the Property by or on behalf of Administrative Agent or Lender or (ii) Mezzanine Lender, its affiliate or nominee or any other purchaser acquired title to the equity interests in Borrower in connection with an enforcement of remedies under the Mezzanine Loan Documents.

**Section 9.3** ERISA INDEMNIFICATION. Borrower shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all Losses (including, without limitation, reasonable attorneys' fees and costs incurred in the investigation, defense, and settlement of Losses incurred in correcting any prohibited transaction or in the sale of a prohibited loan, and in obtaining any individual prohibited transaction exemption under ERISA that may be required, in Administrative Agent's sole discretion) that Administrative Agent or Lender may incur, directly or indirectly, as a result of a default under Sections 3.1.8 and/or 4.2.11 of the Loan Agreement. Notwithstanding anything contained in this Security Instrument to the contrary, Borrower shall not be liable for the payment of Losses to the extent the same arise by reason of the gross negligence, illegal acts, fraud, willful misconduct or willful breach of the Loan Documents by Administrative Agent, Lender or any other Indemnified Party, or that are related to events, acts or omissions arising or occurring after (i) Borrower is dispossessed of the Property through a foreclosure or a deed in lieu of foreclosure of the Property by or on behalf of Administrative Agent or Lender or (ii) Mezzanine Lender, its affiliate or nominee or any other purchaser acquired title to the equity interests in Borrower in connection with an enforcement of remedies under the Mezzanine Loan Documents.

**Section 9.4** DUTY TO DEFEND; ATTORNEYS' FEES AND OTHER FEES AND EXPENSES. Upon written request by any Indemnified Party, Borrower shall defend such Indemnified Party (if requested by any Indemnified Party, in the name of the Indemnified Party) by attorneys and other professionals reasonably approved by Administrative Agent or counsel selected by Borrower's insurance carrier. Notwithstanding the foregoing, if the defendant in any such claim or proceeding include both Borrower and any Indemnified Party, and Borrower and such Indemnified Party shall have reasonably concluded that there are any legal defenses available to it and/or other Indemnified Parties that are different from or additional to those available to Borrower, such Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on behalf of such Indemnified Party, provided that no compromise or settlement shall be entered without Borrower's consent, which consent shall not be unreasonably withheld. Upon ten (10) Business Days' following demand, Borrower shall pay or, in the sole and absolute discretion of the Indemnified Parties, reimburse, the Indemnified Parties for the payment of reasonable out of pocket fees and disbursements of attorneys, engineers, environmental consultants, laboratories and other professionals incurred in connection therewith; provided, that, Indemnitors' liability for legal costs and expenses shall be limited to the reasonable out-of-pocket costs and

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expenses of one counsel for the Administrative Agent and Lender and all Indemnified Parties, unless required by rules of conflicts of interest.

Section 9.5 WAIVER OF STATUTE OF LIMITATIONS. To the extent permitted by applicable law, Borrower hereby expressly waives and releases to the fullest extent permitted by law, the pleading of any statute of limitations as a defense to payment of the Debt or performance of its Other Obligations.

## Article 10 - WAIVERS

Section 10.1 WAIVER OF COUNTERCLAIM. Subject to the terms and provisions of the Loan Agreement, to the extent permitted by applicable law, Borrower hereby waives the right to assert a counterclaim, other than a mandatory or compulsory counterclaim, in any action or proceeding brought against it by Administrative Agent or Lender arising out of or in any way connected with this Security Instrument, the Loan Agreement, the Note, any of the other Loan Documents, or the Obligations. The foregoing shall in no way prohibit Borrower from asserting in good faith defenses in response to any claims filed against it.

Section 10.2 MARSHALLING AND OTHER MATTERS. Subject to the terms and provisions of the Loan Agreement, to the extent permitted by applicable law, Borrower hereby waives the benefit of all appraisal, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Further, Borrower hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Security Instrument on behalf of Borrower, and on behalf of each and every person acquiring any interest in or title to the Property subsequent to the date of this Security Instrument and on behalf of all persons to the extent permitted by applicable law.

Section 10.3 WAIVER OF NOTICE. Subject to the terms and provisions of the Loan Agreement and the other Loan Documents, to the extent permitted by applicable law, Borrower shall not be entitled to any notices of any nature whatsoever from Administrative Agent or Lender except with respect to matters for which this Security Instrument and/or any other Loan Document specifically and expressly provides for the giving of notice by Administrative Agent or Lender to Borrower and except with respect to matters for which Administrative Agent or Lender is required by applicable law to give notice, and, to the extent permitted by applicable law, Borrower hereby expressly waives the right to receive any notice from Administrative Agent or Lender with respect to any matter for which none of the Loan Documents specifically and expressly provides for the giving of notice by Administrative Agent or Lender to Borrower.

## Article 11 - EXCULPATION

The provisions of Section 11.22 of the Loan Agreement are hereby incorporated by reference into this Security Instrument and are deemed made to apply to the same extent and with the same force as if fully set forth herein. No negative inference regarding the application of said Section 11.22 to all of the terms of this Security Instrument is to be drawn by the



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reference to this Article 11 or said Section 11.22 in only certain provisions. Without limitation thereto, notwithstanding anything to the contrary contained herein or in any other Loan Document, the Exculpated Parties are not assuming any, and shall have no, personal liability whatsoever for any obligations of the Borrower under this Security Instrument or any other Loan Document (other than as expressly described in the Guaranty and the Environmental Indemnity). Administrative Agent agrees to look solely to, respectively, the Borrower and its assets for the satisfaction of any liability or obligation arising under this Security Instrument or any other Loan Document (other than as expressly described in the Guaranty and the Environmental Indemnity), or for the performance of any of the covenants, warranties or other agreements contained herein or therein, and further agrees not to sue or otherwise seek to enforce any personal obligation against the Exculpated Parties with respect to any matters arising out of or in connection with this Security Instrument or any other Loan Document (other than as expressly described in the Guaranty and the Environmental Indemnity). Without limiting the generality of the foregoing provisions, Administrative Agent unconditionally waives and irrevocably releases and discharges the Exculpated Parties (other than Borrower pursuant to the terms and provisions of Section 11.22 of the Loan Agreement) from any and all liability whatsoever which may now or hereafter accrue in favor of Administrative Agent against the Exculpated Parties, in connection with or arising out of this Security Instrument or any other Loan Document (other than as expressly described in the Guaranty and the Environmental Indemnity), provided no such release, waiver or discharge shall affect the recourse or liability (or impair the ability of Administrative Agent to prove such recourse or liability) of Borrower pursuant to Section 11.22 of the Loan Agreement to the extent such recourse or liability results, in whole or in part, from the acts and/or omissions of an Exculpated Party. The provisions of this paragraph shall survive the closing of the transactions contemplated hereby. As used herein, the "Exculpated Parties" shall mean any principal, director, independent director, officer, employee, beneficiary, direct or indirect shareholder, partner, member, trustee, agent, investment advisor (including, but not limited to, J.P. Morgan Investment Management Inc.) and investment manager parent, subsidiary or affiliate of (i) Borrower, (ii) any partner or member of Borrower ("Parent") and/or (iii) any affiliate or subsidiary of Borrower or Parent, whether disclosed or undisclosed, or any legal representatives, successors or assigns of any of the foregoing.

## Article 12 - NOTICES

All notices or other written communications hereunder shall be delivered in accordance with Section 11.6 of the Loan Agreement.

## Article 13 - APPLICABLE LAW

Section 13.1 GOVERNING LAW. (A) THIS SECURITY INSTRUMENT WAS NEGOTIATED IN THE STATE OF NEW YORK, AND MADE BY BORROWER AND ACCEPTED BY ADMINISTRATIVE AGENT AND LENDER IN THE STATE OF NEW YORK, AND THE PROCEEDS OF THE NOTE SECURED HEREBY WERE DISBURSED FROM THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL



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RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS SECURITY INSTRUMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT THAT AT ALL TIMES (I) THE PROVISIONS FOR THE CREATION, PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO AND PURSUANT TO THE OTHER LOAN DOCUMENTS WITH RESPECT TO THE PROPERTY (OTHER THAN THAT DESCRIBED IN CLAUSE II BELOW) SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE IN WHICH THE PROPERTY AND FIXTURES ARE LOCATED AND (II) WITH RESPECT TO THE PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED BY THIS SECURITY INSTRUMENT AND THE OTHER LOAN DOCUMENTS IN PROPERTY WHOSE PERFECTION AND PRIORITY IS COVERED BY ARTICLE 9 OF THE UCC (INCLUDING, WITHOUT LIMITATION, THE ACCOUNTS), THE LAW OF THE JURISDICTION APPLICABLE IN ACCORDANCE WITH SECTIONS 9-301 THROUGH 9-307 OF THE UCC AS IN EFFECT IN THE STATE OF NEW YORK SHALL GOVERN. TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER AND BY THEIR ACCEPTANCE HEREOF, ADMINISTRATIVE AGENT AND LENDER, HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS SECURITY INSTRUMENT AND THE NOTE, AND THIS SECURITY INSTRUMENT AND THE NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW EXCEPT AS SPECIFICALLY SET FORTH ABOVE.

(B) ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST ADMINISTRATIVE AGENT, LENDER OR BORROWER ARISING OUT OF OR RELATING TO THIS SECURITY INSTRUMENT MAY BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE CITY OF NEW YORK, COUNTY OF NEW YORK, PURSUANT TO SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, AND BORROWER, AND BY THEIR ACCEPTANCE HEREOF, ADMINISTRATIVE AGENT AND LENDER, WAIVE ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND BORROWER, AND BY THEIR ACCEPTANCE HEREOF, ADMINISTRATIVE AGENT AND LENDER, HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING. BORROWER DOES HEREBY DESIGNATE AND APPOINT:

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DAVID S. HALL  
 C/O DENTONS US LLP  
 1221 AVENUE OF THE AMERICAS  
 NEW YORK, NEW YORK 10020-1089

AS ITS AUTHORIZED AGENT TO ACCEPT AND ACKNOWLEDGE ON ITS BEHALF SERVICE OF ANY AND ALL PROCESS WHICH MAY BE SERVED IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY FEDERAL OR STATE COURT IN NEW YORK, NEW YORK, AND AGREES THAT SERVICE OF PROCESS UPON SAID AGENT AT SAID ADDRESS AND WRITTEN NOTICE OF SAID SERVICE MAILED OR DELIVERED TO BORROWER IN THE MANNER PROVIDED HEREIN SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON BORROWER IN ANY SUCH SUIT, ACTION OR PROCEEDING IN THE STATE OF NEW YORK. BORROWER (I) SHALL GIVE PROMPT NOTICE TO ADMINISTRATIVE AGENT OF ANY CHANGED ADDRESS OF ITS AUTHORIZED AGENT HEREUNDER, (II) MAY AT ANY TIME AND FROM TIME TO TIME DESIGNATE A SUBSTITUTE AUTHORIZED AGENT WITH AN OFFICE IN NEW YORK, NEW YORK (WHICH SUBSTITUTE AGENT AND OFFICE SHALL BE DESIGNATED AS THE PERSON AND ADDRESS FOR SERVICE OF PROCESS), AND (III) SHALL PROMPTLY DESIGNATE SUCH A SUBSTITUTE IF ITS AUTHORIZED AGENT CEASES TO HAVE AN OFFICE IN NEW YORK, NEW YORK OR IS DISSOLVED WITHOUT LEAVING A SUCCESSOR. NOTWITHSTANDING THE FOREGOING, EACH OF ADMINISTRATIVE AGENT AND LENDER MAY IN ITS SOLE DISCRETION BRING ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY INSTRUMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION TO FORECLOSE THIS SECURITY INSTRUMENT, IN ANY COURT HAVING JURISDICTION, INCLUDING BUT NOT LIMITED TO, STATE AND FEDERAL COURTS SITTING IN COOK COUNTY, ILLINOIS.

Section 13.2 USURY LAWS. Notwithstanding anything to the contrary, (a) all agreements and communications among Borrower, Administrative Agent and Lender are hereby and shall automatically be limited so that, after taking into account all amounts deemed interest, the interest contracted for, charged or received by Administrative Agent or Lender shall never exceed the maximum lawful rate or amount, (b) in calculating whether any interest exceeds the lawful maximum, all such interest shall be amortized, prorated, allocated and spread over the full amount and term of all principal indebtedness of Borrower to Lender, and (c) if through any contingency or event, Administrative Agent or Lender receives or is deemed to receive interest in excess of the lawful maximum, any such excess shall be deemed to have been applied toward payment of the principal of any and all then outstanding indebtedness of Borrower to Lender, or if there is no such indebtedness, shall immediately be returned to Borrower.

Section 13.3 PROVISIONS SUBJECT TO APPLICABLE LAW. All rights, powers and remedies provided in this Security Instrument may be exercised only to the extent that the

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exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Security Instrument invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Security Instrument or any application thereof shall be invalid or unenforceable, the remainder of this Security Instrument and any other application of the term shall not be affected thereby.

## Article 14 - DEFINITIONS

All capitalized terms used but not defined herein shall have the respective meanings set forth in the Loan Agreement. To the extent of a conflict between the terms and conditions of this Security Instrument and the terms and conditions of the Loan Agreement, the terms and conditions of the Loan Agreement shall supersede and control. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Security Instrument may be used interchangeably in singular or plural form and the word "**Borrower**" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or any interest therein," the word "**Administrative Agent**" shall mean "Administrative Agent and any permitted successors or assigns," the word "**Lender**" shall mean "Lender and any subsequent holder of the Note," the word "**Note**" shall mean "the Note and any other evidence of indebtedness secured by this Security Instrument," the word "**Property**" shall include any portion of the Property and any interest therein, and the phrases "**attorneys' fees**", "**legal fees**" and "**counsel fees**" shall include any and all attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Administrative Agent in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder.

## Article 15- MISCELLANEOUS PROVISIONS

Section 15.1 NO ORAL CHANGE. This Security Instrument, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower, Administrative Agent or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 15.2 SUCCESSORS AND ASSIGNS. This Security Instrument shall be binding upon and inure to the benefit of Borrower, Lender, Administrative Agent and their respective successors and assigns.

Section 15.3 INAPPLICABLE PROVISIONS. If any term, covenant or condition of the Loan Agreement, the Note or this Security Instrument is held to be invalid, illegal or unenforceable in any respect, the Loan Agreement, the Note and this Security Instrument shall be construed without such provision.

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Section 15.4 HEADINGS, ETC. The headings and captions of various Sections of this Security Instrument are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 15.5 NUMBER AND GENDER. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 15.6 SUBROGATION. If any or all of the proceeds of the Note have been used to extinguish, extend or renew any indebtedness heretofore existing against the Property, then, to the extent of the funds so used, Administrative Agent and Lender shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Administrative Agent and Lender, and are merged with the lien and security interest created herein as cumulative security for the repayment of the Debt, the performance and discharge of Borrower's obligations hereunder, under the Loan Agreement, the Note and the other Loan Documents and the performance and discharge of the Other Obligations.

Section 15.7 ENTIRE AGREEMENT. The Note, the Loan Agreement, this Security Instrument and the other Loan Documents constitute the entire understanding and agreement among Borrower, Lender and Administrative Agent with respect to the transactions arising in connection with the Debt and supersede all prior written or oral understandings and agreements among Borrower, Lender and Administrative Agent with respect thereto. Borrower hereby acknowledges that, except as incorporated in writing in the Note, the Loan Agreement, this Security Instrument and the other Loan Documents, there are not, and were not, and no persons are or were authorized by Administrative Agent or Lender, to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the transaction which is the subject of the Note, the Loan Agreement, this Security Instrument and the other Loan Documents.

Section 15.8 LIMITATION ON LENDER'S AND ADMINISTRATIVE AGENT'S RESPONSIBILITY. No provision of this Security Instrument shall operate to place any obligation or liability for the control, care, management or repair of the Property upon Administrative Agent or Lender, nor shall it operate to make Administrative Agent or Lender responsible or liable for any waste committed on the Property by the tenants or any other Person, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. Nothing herein contained shall be construed as constituting Administrative Agent or Lender a "mortgagee or lender in possession."

Section 15.9 JOINT AND SEVERAL. If more than one Person has executed this Security Instrument as "Borrower," the representations, covenants, warranties and obligations of all such Persons hereunder shall be joint and several.

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Section 15.10 THIRD PARTIES. Nothing in this Security Instrument, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Security Instrument upon any other Person other than the parties hereto and their respective permitted successors and assigns. This Security Instrument is not intended to and does not create any third party Administrative Agent rights whatsoever.

Section 15.11 ADMINISTRATIVE AGENT. Lender, by the Loan Agreement, has irrevocably appointed and authorized Administrative Agent to take such action as contractual representative on Lender's behalf and to exercise such powers under this Security Instrument as are specifically delegated to Lender by the terms hereof and of the Loan Agreement, together with such powers as are reasonably incidental thereto, all pursuant to and as more particularly set forth in the Loan Agreement, which is incorporated herein by reference.

## Article 16 - STATE-SPECIFIC PROVISIONS

Section 16.1 PRINCIPLES OF CONSTRUCTION. In the event of any inconsistencies between the terms and conditions of this Article 16 and the other terms and conditions of this Security Instrument, the terms and conditions of this Article 16 shall control and be binding.

Section 16.2 BUSINESS LOAN. Borrower represents and warrants that the amounts secured by this Security Instrument will be used for the purposes specified in Paragraph 815 ILCS 205/4(1)(c), and that the Debt secured hereby constitutes a "business loan" within the purview of said paragraph and that the Loan is "a loan secured by a Security Instrument on real estate" within the purview and operation of Section 815 ILCS 205/4(1)(l).

Section 16.3 MAXIMUM PRINCIPAL INDEBTEDNESS. This Security Instrument is given to secure not only existing indebtedness, but also future advances resulting from any act or omission of Borrower, whether such advances are obligatory or are to be made at the option of Lender, or otherwise, and whether such advances are made before, during or after the pendency of any proceedings to foreclose the lien of this Security Instrument or otherwise enforce the rights of Administrative Agent hereunder, as are made within twenty (20) years from the date of this Security Instrument, to the same extent as if such future advances were made on the date of the execution of this Security Instrument. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but the total unpaid principal balance so secured at one time shall not exceed two (2) times the face amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the property encumbered by this Security Instrument, with interest on such disbursements at the rate provided in the Note or other Loan Documents. The provisions of this paragraph shall not be construed to imply any obligation on Lender to make any future advances, it being the intention of the parties that any future advances shall be made solely pursuant to the terms of the Loan Documents. Any reference in this Security Instrument or other Loan Documents shall be construed to include any future advances pursuant to the Loan Documents.

Section 16.4 WAIVER OF STATUTORY RIGHTS. Borrower hereby waives, to the extent now or hereafter permitted by law, all rights of redemption and reinstatement of this Security



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Instrument pursuant to the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 et seq. ("IMFL"), on behalf of itself and all those taking by, through or under Borrower.

Section 16.5 COMPLIANCE WITH ILLINOIS FORECLOSURE LAW. In the event that any provision of this Security Instrument shall be inconsistent with any provision of IMFL, the provisions of IMFL shall take precedence over the provisions of this Security Instrument, but shall not invalidate or render unenforceable any other provision of this Security Instrument that can be construed in a manner consistent with IMFL. If any provision of this Security Instrument shall grant to Lender or Administrative Agent any rights or remedies upon any Event of Default by Borrower which are more limited than the rights that would otherwise be vested in Lender or Administrative Agent under IMFL in the absence of said provision, Lender and/or Administrative Agent shall be vested with the rights granted in IMFL to the full extent permitted by law. Without limiting the generality of the foregoing, all reasonable expenses incurred by Administrative Agent and/or Lender to the extent reimbursable under IMFL, whether incurred before or after any decree or judgment of foreclosure, and whether or not encumbered in this Security Instrument, shall be added to the Debt secured by this Security Instrument or by judgment of foreclosure.

Section 16.6 USURY. All agreements between Borrower, Administrative Agent and Lender (including, without limitation, those contained in this Security Instrument, the Note or any other Loan Document) are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid to Lender exceed the highest lawful rate of interest permissible under the laws of the State of Illinois. If, from any circumstances whatsoever, fulfillment of any provision hereof or of the Note or any other documents securing the Debt, at the time performance of such provision shall be due, shall involve the payment of interest exceeding the highest rate of interest permitted by law which a court of competent jurisdiction may deem applicable hereto, then, ipso facto, the obligation to be fulfilled shall be reduced to the highest lawful rate of interest permissible under the laws of the State of Illinois; and if for any reason whatsoever, Lender or Administrative Agent shall receive as interest an amount which would be deemed unlawful, such interest shall be applied to the payment of the last maturing installment or installments of the Debt (whether or not then due and payable) and not to the payment of interest.

Section 16.7 INSURANCE. Pursuant to the Collateral Protection Act, 815 ILCS 180/1 et seq., if Borrower fails to provide evidence of the insurance coverage specified herein, Administrative Agent may purchase insurance at Borrower's expense to protect Administrative Agent's interests in the Property. This insurance may, but need not, protect Borrower's interests. The coverage that Administrative Agent purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Property. Borrower may later cancel any insurance purchased by Administrative Agent, but only after providing Lender with evidence that Borrower has obtained the insurance as required by this Security Instrument. If Administrative Agent purchases insurance with respect to the Property, Borrower will be responsible for the costs of that insurance, including interest and any other charges Administrative Agent may reasonably impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the existing balance of the Debt. The costs of the insurance may be

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more than the cost of the insurance Borrower is able to obtain on its own. In the event of a casualty loss, the net insurance proceeds from such insurance policies shall be paid and applied as specified herein.

[NO FURTHER TEXT ON THIS PAGE]

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**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**

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IN WITNESS WHEREOF, this Security Instrument has been executed by Borrower as of the day and year first above written.

**BORROWER:**

**CHICAGO KINGSBURY, LLC**, a Delaware limited liability company

By: 

\_\_\_\_\_  
Name: Andrew Gloor

Title: Authorized Signatory

Property of Cook County Clerk's Office

**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**

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## ACKNOWLEDGEMENT

STATE OF IL )  
 ) ss:  
COUNTY OF COOK )

On FEBRUARY 16, 2018, before me, NANCY SAUCEDO, Notary Public, personally appeared ANDREW GLOD, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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 Nancy Saucedo

(Seal)



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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1: GARAGE BUILDING PARCEL

A TRACT OF LAND, BEING THAT PART OF LOTS 21, 22 AND 23, IN BLOCK 96 IN ELSTON'S ADDITION TO CHICAGO, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE NORTH BRANCH OF THE CHICAGO RIVER, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AT A POINT, 816.68 (816.84 DEED) FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE WEST LINE OF NORTH LARRABEE STREET, SAID POINT BEING ALSO THE EXTENSION NORTHEASTERLY OF THE NORTHWESTERLY FACE OF FIVE (5) CONCRETE COLUMNS; THENCE SOUTHWESTERLY AT AN ANGLE OF 89 DEGREES, 49 MINUTES, 14 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, AND ALONG SAID NORTHWESTERLY FACE, 7.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY ALONG THE LAST DESCRIBED LINE, 97.29 FEET TO THE NORTHERLY EXTENSION OF THE WEST FACE OF A BRICK WALL; THENCE SOUTHEASTERLY ALONG THE WESTERLY FACE OF SAID BRICK WALL AT AN ANGLE OF 90 DEGREES, 18 MINUTES, 00 SECOND TO THE RIGHT WITH THE LAST DESCRIBED LINE, A DISTANCE OF 1.53 FEET TO THE NORTHWESTERLY FACE OF A 1.00 FOOT BRICK WALL; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY FACE, PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 117.38 FEET; THENCE NORTHWESTERLY AT AN ANGLE OF 90 DEGREES, 14 MINUTES, 41 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 24.82 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.07 FEET; THENCE NORTHWESTERLY AT AN ANGLE OF 100 DEGREES, 07 MINUTES, 04 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 95.18 FEET; THENCE NORTHEASTERLY AT AN ANGLE OF 100 DEGREES, 00 MINUTE, 00 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 190.13 FEET TO A POINT, 7.58 FEET SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH SAID SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET, 116.99 FEET TO THE POINT OF BEGINNING;

EXCEPTING FROM SAID TRACT THAT PART BOUNDED AND DESCRIBED AS FOLLOWS AND LYING BELOW THE ELEVATIONS, CITY OF CHICAGO DATUM, HEREIN DESCRIBED:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID TRACT AT AN ELEVATION OF 33.08 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID TRACT, A SLOPE DISTANCE OF 190.35 FEET TO A POINT, HAVING AN ELEVATION OF 23.92 FEET; THENCE SOUTHEASTERLY AT AN ANGLE OF 100 DEGREES, 00 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, A SLOPE DISTANCE OF 59.43 FEET TO A POINT, HAVING AN ELEVATION OF 22.12 FEET; THENCE NORTHEASTERLY ALONG A LINE, 58.50 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID TRACT OF LAND, A SLOPE DISTANCE OF 200.85 FEET TO A POINT, HAVING AN ELEVATION OF



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35.00 FEET. SAID POINT BEING ON THE NORTHEASTERLY LINE OF SAID TRACT OF LAND; THENCE NORTHWESTERLY, A SLOPE DISTANCE OF 58.53 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THAT PART OF SAID TRACT OF LAND, BOUNDED AND DESCRIBED AS FOLLOWS AND LYING BELOW THE ELEVATIONS, CITY OF CHICAGO DATUM, HEREIN DESCRIBED:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF SAID TRACT OF LAND AND THE SOUTHEASTERLY LINE OF THE NORTHWESTERLY 58.50 FEET OF SAID TRACT OF LAND AT AN ELEVATION OF 12.00 FEET; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF THE NORTHWESTERLY 58.50 FEET OF SAID TRACT OF LAND, A SLOPE DISTANCE OF 200.88 FEET TO A POINT, HAVING AN ELEVATION OF 25.33 FEET; THENCE SOUTHEASTERLY AT AN ANGLE OF 100 DEGREES, 00 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, A SLOPE DISTANCE OF 35.86 FEET TO A POINT, HAVING AN ELEVATION OF 22.92 FEET; THENCE SOUTHWESTERLY AT AN ANGLE OF 100 DEGREES, 07 MINUTES, 04 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 8.07 FEET TO A POINT, HAVING AN ELEVATION OF 22.92 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 24.82 FEET TO THE SOUTHEASTERLY LINE OF SAID TRACT OF LAND AT AN ELEVATION OF 22.92 FEET; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE, A SLOPE DISTANCE OF 117.55 FEET TO A BEND POINT IN SAID SOUTHEASTERLY LINE AT AN ELEVATION OF 16.68 FEET; THENCE NORTHWESTERLY ALONG THE WESTERLY FACE AND ITS EXTENSION OF A BRICK WALL, 1.53 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT OF LAND AT AN ELEVATION OF 16.68 FEET; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE, A SLOPE DISTANCE OF 97.43 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID TRACT OF LAND AT AN ELEVATION OF 11.50 FEET; THENCE NORTHWESTERLY, A SLOPE DISTANCE OF 58.49 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THAT PART OF SAID TRACT OF LAND, BOUNDED AND DESCRIBED AS FOLLOWS AND LYING BELOW THE ELEVATIONS, CITY OF CHICAGO DATUM, HEREIN DESCRIBED:

COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF SAID TRACT OF LAND AND THE SOUTHEASTERLY LINE OF THE NORTHWESTERLY 58.50 FEET OF SAID TRACT OF LAND; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF THE NORTHWESTERLY 58.50 FEET, A DISTANCE OF 140.51 FEET TO A POINT, HAVING AN ELEVATION OF 31.40 FEET AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY ALONG THE LAST DESCRIBED LINE, A SLOPE DISTANCE OF 60.40 FEET TO A POINT, HAVING AN ELEVATION OF 35.33 FEET; THENCE SOUTHWESTERLY AT AN ANGLE OF 100 DEGREES, 00 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, A SLOPE DISTANCE OF 19.85 FEET TO A POINT, HAVING AN ELEVATION OF 34.01 FEET; THENCE NORTHEASTERLY AT AN ANGLE OF 80 DEGREES, 00 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, A SLOPE DISTANCE OF 60.33 FEET TO A POINT, HAVING AN ELEVATION OF 31.21 FEET; THENCE NORTHEASTERLY A SLOPE DISTANCE OF 19.80 FEET TO THE POINT OF BEGINNING;

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ALSO EXCEPTING FROM SAID TRACT OF LAND THAT PART LYING ABOVE AN ELEVATION OF 102.17 FEET OF THE NORTHEASTERLY 49.83 FEET, THAT PART LYING ABOVE AN ELEVATION OF 105.33 FEET OF THE SOUTHWESTERLY 66.00 FEET OF THE NORTHEASTERLY 115.83 FEET AND THAT PART LYING ABOVE AN ELEVATION OF 102.17 FEET EXCEPTING THE NORTHEASTERLY 115.83 FEET OF SAID TRACT OF LAND.

## PARCEL 2: GARAGE ADJOINING LAND PARCEL

THE EASTERLY 7.58 FEET OF THE FOLLOWING TRACT OF LAND; THAT PART OF LOTS 21, 22 AND 23 IN BLOCK 96 IN ELSTON'S ADDITION TO CHICAGO, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING BETWEEN THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE NORTH BRANCH OF THE CHICAGO RIVER, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AT A POINT, 816.68 (816.84 DEED) FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE WEST LINE OF NORTH LARRABEE STREET, SAID POINT BEING ALSO THE EXTENSION NORTHEASTERLY OF THE NORTHWESTERLY FACE OF FIVE (5) CONCRETE COLUMNS; THENCE SOUTHWESTERLY AT AN ANGLE OF 89 DEGREES, 49 MINUTES, 14 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE AND ALONG SAID NORTHWESTERLY FACE, 104.87 FEET TO THE NORTHERLY EXTENSION OF THE WEST FACE OF A BRICK WALL; THENCE SOUTHEASTERLY ALONG THE WESTERLY FACE OF SAID BRICK WALL AT AN ANGLE OF 90 DEGREES, 18 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, A DISTANCE OF 1.53 FEET TO THE NORTHWESTERLY FACE OF A 1.00 FOOT BRICK WALL; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY FACE, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 117.38 FEET; THENCE NORTHWESTERLY AT AN ANGLE OF 90 DEGREES, 14 MINUTES, 41 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE 24.82 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.07 FEET; THENCE NORTHWESTERLY AT AN ANGLE OF 100 DEGREES, 07 MINUTES, 04 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 95.18 FEET; THENCE NORTHEASTERLY AT AN ANGLE OF 100 DEGREES, 00 MINUTES, 00 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 197.61 FEET TO THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE, 116.96 FEET TO THE POINT OF BEGINNING.

## PARCEL 3: NORTHERN CATALOG BUILDING

THAT PART OF LOT 23; TOGETHER WITH LOTS 24, 25, 26 IN BLOCK 96 IN ELSTON'S ADDITION TO CHICAGO, LYING EAST OF DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; TOGETHER WITH THE NORTHEASTERLY 1/2 OF THE VACATED NORTH BRANCH STREET, LYING BETWEEN THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE NORTH BRANCH OF THE CHICAGO RIVER, LYING BELOW AN ELEVATION OF 52.00 FEET, CITY OF CHICAGO DATUM, AND BOUNDED AND DESCRIBED AS FOLLOWS:

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BEGINNING ON THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AT A POINT, 504.17 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE WEST LINE OF NORTH LARRABEE STREET, BEING ALSO THE CENTERLINE OF THE VACATED NORTH BRANCH STREET; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET, 312.67 FEET TO THE EXTENSION NORTHEASTERLY OF THE NORTHWESTERLY FACE OF FIVE (5) CONCRETE COLUMNS; THENCE SOUTHWESTERLY AT AN ANGLE OF 89 DEGREES, 49 MINUTES, 14 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, AND ALONG SAID NORTHWESTERLY FACE, 105.08 FEET TO THE NORTHERLY EXTENSION OF THE WEST FACE OF A BRICK WALL; THENCE SOUTHEASTERLY ALONG THE WESTERLY FACE OF SAID BRICK WALL, AT AN ANGLE OF 90 DEGREES, 18 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, A DISTANCE OF 1.67 FEET TO THE NORTHWESTERLY FACE OF A 1.00 FOOT BRICK WALL; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY FACE OF A 1.00 FOOT BRICK WALL PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 145.64 FEET TO THE NORTHEASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHEASTERLY AT AN ANGLE OF 97 DEGREES, 42 MINUTES, 19 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, AND ALONG SAID NORTHEASTERLY DOCK LINE, 105.62 FEET; THENCE TO THE CENTERLINE OF SAID VACATED NORTH BRANCH STREET; THENCE SOUTHEASTERLY AT AN ANGLE OF 120 DEGREES, 04 MINUTES, 05 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, AND ALONG SAID CENTERLINE, 335.74 FEET TO THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE POINT OF BEGINNING.

#### PARCEL 4: NORTHERN CATALOG BUILDING

THAT PART OF LOT 23; TOGETHER WITH LOTS 24, 25, 26 IN BLOCK 96 IN ELSTON'S ADDITION TO CHICAGO, LYING EAST OF DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; TOGETHER WITH THE NORTHEASTERLY 1/2 OF THE VACATED NORTH BRANCH STREET LYING BETWEEN THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE NORTH BRANCH OF THE CHICAGO RIVER, LYING ABOVE AN ELEVATION OF 52.00 FEET AND LYING BELOW AN ELEVATION OF 77.00 FEET, CITY OF CHICAGO DATUM, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AT A POINT, 504.17 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE WEST LINE OF NORTH LARRABEE STREET, BEING ALSO THE CENTERLINE OF THE VACATED NORTH BRANCH STREET; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET, 312.67 FEET TO THE EXTENSION NORTHEASTERLY OF THE NORTHWESTERLY FACE OF FIVE (5) CONCRETE COLUMNS; THENCE SOUTHWESTERLY AT AN ANGLE, OF 89 DEGREES, 49 MINUTES, 14 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, AND ALONG SAID NORTHWESTERLY FACE, 105.08 FEET TO THE NORTHERLY EXTENSION OF THE WEST FACE OF A BRICK WALL; THENCE SOUTHEASTERLY, ALONG THE WESTERLY FACE OF SAID BRICK WALL AT AN ANGLE OF 90 DEGREES, 18 MINUTES, 00

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SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE. A DISTANCE OF 1.67 FEET TO THE NORTHWESTERLY FACE OF A 1.00 FOOT BRICK WALL; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY FACE OF A 1.00 FOOT BRICK WALL PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 145.64 FEET TO THE NORTHEASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHEASTERLY AT AN ANGLE OF 97 DEGREES, 42 MINUTES, 19 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE AND ALONG SAID NORTHEASTERLY DOCK LINE, 105.62 FEET; THENCE TO THE CENTERLINE OF SAID VACATED NORTH BRANCH STREET; THENCE SOUTHEASTERLY AT AN ANGLE OF 120 DEGREES, 04 MINUTES, 05 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE AND ALONG SAID CENTERLINE, 335.74 FEET TO THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE POINT OF BEGINNING.

## PARCEL 5: NORTHERN CATALOG BUILDING

THAT PART OF LOT 27; TOGETHER WITH LOTS 24, 25, 26 IN BLOCK 96 IN ELSTON'S ADDITION TO CHICAGO, LYING EAST OF DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; TOGETHER WITH THE NORTHEASTERLY 1/2 OF THE VACATED NORTH BRANCH STREET LYING BETWEEN THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE NORTH BRANCH OF THE CHICAGO RIVER, LYING ABOVE AN ELEVATION OF 77.00 FEET AND LYING BELOW AN ELEVATION OF 89.50 FEET, CITY OF CHICAGO DATUM, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AT A POINT, 504.17 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE WEST LINE OF NORTH LARRABEE STREET, BEING ALSO THE CENTERLINE OF THE VACATED NORTH BRANCH STREET; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET, 312.67 FEET TO THE EXTENSION NORTHEASTERLY OF THE NORTHWESTERLY FACE OF FIVE (5) CONCRETE COLUMNS; THENCE SOUTHWESTERLY AT AN ANGLE OF 89 DEGREES, 49 MINUTES, 14 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, AND ALONG SAID NORTHWESTERLY FACE, 105.08 FEET TO THE NORTHERLY EXTENSION OF THE WEST FACE OF A BRICK WALL; THENCE SOUTHEASTERLY ALONG THE WESTERLY FACE OF SAID BRICK WALL AT AN ANGLE OF 90 DEGREES, 18 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, A DISTANCE OF 1.67 FEET TO THE NORTHWESTERLY FACE OF A 1.00 FOOT BRICK WALL; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY FACE OF A 1.00 FOOT BRICK WALL PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 145.64 FEET TO THE NORTHEASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHEASTERLY AT AN ANGLE OF 97 DEGREES, 42 MINUTES, 19 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE AND ALONG SAID NORTHEASTERLY DOCK LINE, 105.62 FEET; THENCE TO THE CENTERLINE OF SAID VACATED NORTH BRANCH STREET; THENCE SOUTHEASTERLY AT AN ANGLE OF 120 DEGREES, 04 MINUTES, 05 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE AND ALONG SAID CENTERLINE, 335.74 FEET TO THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE POINT OF BEGINNING.

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## PARCEL 6: NORTHERN CATALOG BUILDING

THAT PART OF LOTS 1, 2, 3, AND 4 IN BLOCK 95 IN ELSTON'S ADDITION TO CHICAGO, LYING EAST OF DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; TOGETHER WITH THE SOUTHWESTERLY 1/2 OF THE VACATED NORTH BRANCH STREET LYING BETWEEN THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE NORTH BRANCH OF THE CHICAGO RIVER, LYING BELOW AN ELEVATION OF 52.00 FEET, CITY OF CHICAGO DATUM, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AT A POINT, 415.68 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE WEST LINE OF NORTH LARRABEE STREET, BEING ALSO THE EXTENSION NORTHEASTERLY OF THE CENTERLINE OF A 1.00 FOOT BRICK WALL; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET, 88.49 FEET TO THE CENTERLINE OF SAID VACATED NORTH BRANCH STREET; THENCE NORTHWESTERLY AT AN ANGLE OF 127 DEGREES, 53 MINUTES, 38 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, AND ALONG SAID CENTERLINE, 335.74 FEET TO THE NORTHEASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHEASTERLY AT AN ANGLE OF 59 DEGREES, 55 MINUTES, 55 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE AND ALONG SAID NORTHEASTERLY DOCK LINE, 35.99 FEET; THENCE CONTINUING ALONG SAID NORTHEASTERLY DOCK LINE AT AN ANGLE OF 173 DEGREES, 36 MINUTES, 50 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 252.69 FEET; THENCE CONTINUING ALONG SAID NORTHEASTERLY DOCK LINE AT AN ANGLE OF 176 DEGREES, 02 MINUTES, 23 SECONDS TO RIGHT WITH THE LAST DESCRIBED LINE, 2.15 FEET; THENCE SOUTHEASTERLY AT AN ANGLE OF 122 DEGREES, 31 MINUTES, 41 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 9.55 FEET TO THE CENTERLINE OF A 1.00 FOOT BRICK WALL; THENCE NORTHEASTERLY AT AN ANGLE OF 149 DEGREES, 54 MINUTES, 45 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE AND ALONG SAID CENTERLINE, 267.99 FEET TO THE SOUTHWESTERLY LINE OF NORTH KINGSBURY AND POINT OF BEGINNING.

## PARCEL 7: NORTHERN CATALOG BUILDING

THAT PART OF LOTS 1, 2, 3, AND 4 IN BLOCK 95 IN ELSTON'S ADDITION TO CHICAGO, LYING EAST OF DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; TOGETHER WITH THE SOUTHWESTERLY 1/2 OF THE VACATED NORTH BRANCH STREET LYING BETWEEN THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE NORTH BRANCH OF THE CHICAGO RIVER, LYING ABOVE AN ELEVATION OF 52.00 FEET AND LYING BELOW AN ELEVATION OF 77.00 FEET, CITY OF CHICAGO DATUM, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AT A POINT, 415.68 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE



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OF NORTH KINGSBURY STREET AND THE WEST LINE OF NORTH LARRABEE STREET, BEING ALSO THE EXTENSION NORTHEASTERLY OF THE CENTERLINE OF A 1.00 FOOT BRICK WALL; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET, 88.49 FEET TO THE CENTERLINE OF SAID VACATED NORTH BRANCH STREET; THENCE NORTHWESTERLY AT AN ANGLE OF 127 DEGREES, 53 MINUTES, 38 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE AND ALONG SAID CENTERLINE, 335.74 FEET TO THE NORTHEASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHEASTERLY AT AN ANGLE OF 59 DEGREES, 55 MINUTES, 55 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE AND ALONG SAID NORTHEASTERLY DOCK LINE, 35.99 FEET; THENCE CONTINUING ALONG SAID NORTHEASTERLY DOCK LINE AT AN ANGLE OF 173 DEGREES, 36 MINUTES, 50 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 252.69 FEET; THENCE CONTINUING ALONG SAID NORTHEASTERLY DOCK LINE AT AN ANGLE OF 176 DEGREES, 02 MINUTES, 25 SECONDS TO RIGHT WITH THE LAST DESCRIBED LINE, 2.15 FEET; THENCE SOUTHEASTERLY AT AN ANGLE OF 122 DEGREES, 31 MINUTES, 41 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 9.55 FEET TO THE CENTERLINE OF A 1.00 FOOT BRICK WALL; THENCE NORTHEASTERLY AT AN ANGLE OF 149 DEGREES, 54 MINUTES, 45 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE AND ALONG SAID CENTERLINE, 267.99 FEET TO THE SOUTHWESTERLY LINE OF NORTH KINGSBURY AND POINT OF BEGINNING.

## PARCEL 8: NORTHERN CATALOG BUILDING

THAT PART OF LOTS 1, 2, 3, AND 4 IN BLOCK 95 IN ELSTON'S ADDITION TO CHICAGO, LYING EAST OK DOCK, LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; TOGETHER WITH THE SOUTHWESTERLY 1/2 OF THE VACATED NORTH BRANCH STREET LYING BETWEEN THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE NORTH BRANCH OF THE CHICAGO RIVER, LYING ABOVE AN ELEVATION OF 77.00 FEET AND LYING BELOW AN ELEVATION OF 89.50 FEET, CITY OF CHICAGO DATUM, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AT A POINT, 415.68 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE WEST LINE OF NORTH LARRABEE STREET, BEING ALSO THE EXTENSION NORTHEASTERLY OF THE CENTERLINE OF A 1.00 FOOT BRICK WALL; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET, 88.49 FEET TO THE CENTERLINE OF SAID VACATED NORTH BRANCH STREET; THENCE NORTHWESTERLY AT AN ANGLE OF 127 DEGREES, 53 MINUTES, 38 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE AND ALONG SAID CENTERLINE, 335.74 FEET TO THE NORTHEASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHEASTERLY AT AN ANGLE OF 59 DEGREES, 55 MINUTES, 55 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE AND ALONG SAID NORTHEASTERLY DOCK LINE, 35.99 FEET; THENCE CONTINUING ALONG SAID NORTHEASTERLY DOCK LINE AT AN ANGLE OF 173 DEGREES, 36 MINUTES, 50 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 252.69 FEET; THENCE CONTINUING ALONG SAID NORTHEASTERLY DOCK LINE AT AN ANGLE OF 176 DEGREES,

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02 MINUTES, 23 SECONDS TO RIGHT WITH THE LAST DESCRIBED LINE, 2.15 FEET; THENCE SOUTHEASTERLY AT AN ANGLE OF 122 DEGREES, 31 MINUTES, 41 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 9.55 FEET TO THE CENTERLINE OF A 1.00 FOOT BRICK WALL; THENCE NORTHEASTERLY AT AN ANGLE OF 149 DEGREES, 54 MINUTES, 45 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE AND ALONG SAID CENTERLINE, 267.99 FEET TO THE SOUTHWESTERLY LINE OF NORTH KINGSBURY AND POINT OF BEGINNING.

## PARCEL 9: NORTHERN CATALOG BUILDING

THAT PART OF LOT 5, LYING EAST OF THE DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER IN ASSESSOR'S PLAT OF LOTS 5 AND 6 IN BLOCK 95 OF ELSTON'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND LYING BELOW AN ELEVATION OF 52.00 FEET, CITY OF CHICAGO DATUM, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AT A POINT, 415.68 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE WEST LINE OF NORTH LARRABEE STREET, BEING ALSO THE EXTENSION NORTHEASTERLY OF THE CENTERLINE OF A 1.00 FOOT BRICK WALL; THENCE SOUTHWESTERLY AT AN ANGLE OF 89 DEGREES, 55 MINUTES, 12 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE ALONG SAID CENTERLINE OF SAID 1.00 FOOT BRICK WALL, A DISTANCE OF 267.99 FEET TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY AT AN ANGLE OF 149 DEGREES, 54 MINUTES, 45 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 9.55 FEET TO THE NORTHEASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHEASTERLY ALONG SAID DOCK LINE, AT AN ANGLE OF 57 DEGREES, 28 MINUTES, 19 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE AND ALONG SAID NORTHEASTERLY DOCK LINE, 4.79 FEET TO THE EXTENSION SOUTHWESTERLY OF THE CENTERLINE OF SAID 1.00 FOOT BRICK WALL; THENCE NORTHEASTERLY AT AN ANGLE OF 92 DEGREES, 26 MINUTES, 26 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE AND ALONG SAID CENTERLINE, 8.06 FEET TO THE POINT OF BEGINNING.

## PARCEL 10: NORTHERN CATALOG BUILDING

THAT PART OF LOT 5, LYING EAST OF THE DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER IN ASSESSOR'S PLAT OF LOTS 5 AND 6 IN BLOCK 95 OF ELSTON'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND LYING ABOVE AN ELEVATION OF 52.00 FEET, AND BELOW AN ELEVATION OF 77.00 FEET, CITY OF CHICAGO DATUM, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AT A POINT, 415.68 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE WEST LINE OF NORTH LARRABEE STREET, BEING ALSO THE EXTENSION NORTHEASTERLY OF THE CENTERLINE OF A 1.00 FOOT BRICK WALL; THENCE SOUTHWESTERLY, AT AN ANGLE OF 89 DEGREES, 55 MINUTES, 12

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SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE ALONG SAID CENTERLINE OF SAID 1.00 FOOT BRICK WALL, A DISTANCE OF 267.99 FEET TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY AT AN ANGLE OF 149 DEGREES, 54 MINUTES, 45 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 9.55 FEET TO THE NORTHEASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHEASTERLY ALONG SAID DOCK LINE AT AN ANGLE OF 57 DEGREES, 28 MINUTES, 19 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE AND ALONG SAID NORTHEASTERLY DOCK LINE, 4.79 FEET TO THE EXTENSION SOUTHWESTERLY OF THE CENTERLINE OF SAID 1.00 FOOT BRICK WALL; THENCE NORTHEASTERLY AT AN ANGLE OF 92 DEGREES, 26 MINUTES, 26 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE AND ALONG SAID CENTERLINE, 8.06 FEET TO THE POINT OF BEGINNING.

## PARCEL 11: NORTHERN CATALOG BUILDING

THAT PART OF LOT 5, LYING EAST OF THE DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER IN ASSESSOR'S PLAT OF LOTS 5 AND 6 IN BLOCK 95 OF ELSTON'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND LYING ABOVE AN ELEVATION OF 77.00 FEET, AND BELOW AN ELEVATION OF 89.50 FEET, CITY OF CHICAGO DATUM, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AT A POINT, 415.68 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE WEST LINE OF NORTH LARRABEE STREET, BEING ALSO THE EXTENSION NORTHEASTERLY OF THE CENTERLINE OF A 1.00 FOOT BRICK WALL; THENCE SOUTHWESTERLY AT AN ANGLE OF 89 DEGREES, 55 MINUTES, 12 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE ALONG SAID CENTERLINE OF SAID 1.00 FOOT BRICK WALL, A DISTANCE OF 267.99 FEET TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY AT AN ANGLE OF 149 DEGREES, 54 MINUTES, 45 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 9.55 FEET TO THE NORTHEASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHEASTERLY ALONG SAID DOCK LINE AT AN ANGLE OF 57 DEGREES, 28 MINUTES, 19 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE AND ALONG SAID NORTHEASTERLY DOCK LINE, 4.79 FEET TO THE EXTENSION SOUTHWESTERLY OF THE CENTERLINE OF SAID 1.00 FOOT BRICK WALL; THENCE NORTHEASTERLY AT AN ANGLE OF 92 DEGREES, 26 MINUTES, 26 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE AND ALONG SAID CENTERLINE, 8.06 FEET TO THE POINT OF BEGINNING.

## PARCEL 12: SOUTHERN CATALOG BUILDING

THAT PART OF LOTS 2, 3 AND 4, LYING EAST OF THE DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER IN BLOCK 95 OF ELSTON'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 4; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINES OF SAID LOTS 4, 3 AND 2, A DISTANCE OF 155.14 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 2; THENCE SOUTHWESTERLY ALONG

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A LINE FORMING AN ANGLE OF 89 DEGREES, 55 MINUTES, 12 SECONDS FROM SOUTHEAST TO SOUTHWEST WITH THE LAST DESCRIBED SOUTHWESTERLY LINE, SAID LINE ALSO BEING THE CENTERLINE OF A 12-INCH THICK BRICK WALL AND THE EXTENSION THEREOF, A DISTANCE OF 267.99 FEET TO THE SOUTH LINE OF LOT 4; THENCE EAST ALONG THE SOUTH LINE OF LOT 4, A DISTANCE OF 309.47 FEET TO THE POINT OF BEGINNING. PARCEL 13: SOUTHERN CATALOG BUILDING THAT PART OF LOTS 5 AND 6, LYING EAST OF THE DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER IN BLOCK 95 OF ELSTON'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 6; THENCE NORTH ALONG THE EAST LINE OF SAID LOTS 6 AND 5, BEING ALSO THE WEST LINE OF LARRABEE STREET, A DISTANCE OF 330.00 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE, BEING ALSO THE NORTHEASTERLY LINE OF SAID LOT 5, A DISTANCE OF 260.55 FEET TO A POINT ON THE NORTHEAST CORNER OF LOT 5; THENCE WESTERLY ALONG THE NORTH LINE OF LOT 5, A DISTANCE OF 309.47 FEET; THENCE SOUTHWESTERLY ON AN ANGLE TO THE LEFT OF 30 DEGREES, 05 MINUTES, 15 SECONDS, A DISTANCE OF 8.06 FEET TO SAID DOCK LINE; THENCE SOUTHEASTERLY ALONG SAID DOCK LINE, A DISTANCE OF 174.59 FEET TO A BEND; THENCE SOUTHEASTERLY ALONG SAID DOCK LINE, A DISTANCE OF 207.60 FEET TO A BEND; THENCE SOUTHEASTERLY ALONG SAID DOCK LINE, A DISTANCE OF 231.32 FEET TO THE SOUTH LINE OF SAID LOT 6, BEING ALSO THE NORTH LINE OF WEST CHICAGO AVENUE; THENCE EAST ALONG SAID LINE, A DISTANCE OF 203.28 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE EAST 32.00 FEET OF LOT 5 AND THE EAST 50.00 FEET OF LOT 6.

## PARCEL 14: SOUTHERN CATALOG BUILDING

THAT PART OF LOT 5 IN BLOCK 95 IN ELSTON'S ADDITION TO CHICAGO, SITUATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF LOT 5 AT A POINT, 32.0 FEET WEST OF THE SOUTHEAST CORNER THEREOF AND RUNNING; THENCE NORTH PARALLEL WITH AND 32.0 FEET WEST OF THE EAST LINE OF SAID LOT, A DISTANCE OF 158.12 FEET TO THE SOUTHWESTERLY LINE OF HAWTHORNE AVENUE (NOW KINGSBURY STREET); THENCE SOUTHEASTERLY ALONG THE SOUTHWEST LINE OF HAWTHORNE AVENUE (NOW KINGSBURY STREET), A DISTANCE OF 64.0 FEET TO THE EAST LINE OF SAID LOT 5; THENCE SOUTH ALONG SAID EAST LINE OF SAID LOT 5, A DISTANCE OF 102.70 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 32.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 15: SOUTHERN CATALOG BUILDING

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THE EAST 50.00 FEET OF LOT 6 IN BLOCK 95 IN ELSTON'S ADDITION TO CHICAGO, BEING A PORTION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BUT EXCEPTING FROM THE AFORESAID PARCELS 3, 6 AND 9, THE PROPERTY BOUNDED AND DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 1, 2, 3, 4 AND 5 IN BLOCK 95, LYING EAST OF THE DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; TOGETHER WITH LOTS 24, 25, 26 AND A PART OF LOT 25 IN BLOCK 96, LYING EAST OF THE DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; TOGETHER WITH VACATED BRANCH STREET LYING EAST OF THE DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER IN ELSTON'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE AN ELEVATION OF 4.00 FEET (BEING THE FINISHED SURFACE OF THE RIVER WALK) AND BELOW AN ELEVATION OF 17.25 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AT A POINT, 816.84 (816.68 MEASURED) FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE WEST LINE OF NORTH LARRABEE STREET, THAT POINT BEING ALSO THE EXTENSION NORTHEASTERLY OF THE NORTHWESTERLY FACE OF FIVE (5) CONCRETE COLUMNS; THENCE SOUTHWESTERLY WITH AN ANGLE OF 89 DEGREES, 49 MINUTES, 14 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE AND ALONG SAID NORTHWESTERLY FACE, 104.87 FEET TO THE NORTHERLY EXTENSION OF THE WEST FACE OF A BRICK WALL; THENCE SOUTHEASTERLY ALONG THE WESTERLY FACE OF SAID BRICK WALL AT AN ANGLE OF 90 DEGREES, 18 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, A DISTANCE OF 1.53 FEET TO THE NORTHWESTERLY FACE OF A 1.00 FOOT BRICK WALL; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY FACE PERPENDICULAR TO THE LAST DESCRIBED LINE 124.71 FEET TO THE WEST FACE OF A WALL AND THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG SAID WEST FACE BEING ON A LINE FORMING AN ANGLE OF 89 DEGREES, 52 MINUTES, 22 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 123.29 FEET TO A POINT TO BE REFERRED TO AS "POINT A"; THENCE FOLLOWING THE FACE OF THE WALL; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.38 FEET TO A BEND POINT IN SAID WALL; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 50.58 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 13.37 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 225.89 FEET TO THE CENTERLINE OF A 1.00 FOOT BRICK WALL, (SAID POINT BEING 241.58 FEET WEST ALONG THE CENTERLINE OF SAID WALL OF THE WEST LINE OF NORTH KINGSBURY STREET); THENCE SOUTHWESTERLY ALONG SAID CENTERLINE AND ITS EXTENSION, BEING A LINE FORMING AN ANGLE TO THE LEFT WITH THE LAST DESCRIBED LINE OF 90 DEGREES, 04 MINUTES, 48 SECONDS, 34.00 FEET TO THE NORTHEASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER TO A POINT TO BE REFERRED TO AS "POINT B"; THENCE NORTHWESTERLY ALONG SAID DOCK LINE, BEING A LINE FORMING AN ANGLE OF 92 DEGREES, 05 MINUTES, 27 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 8.08 FEET TO A BEND POINT, SAID BEND



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POINT TO BE REFERRED TO AS "POINT C"; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 176 DEGREES, 11 MINUTES, 31 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 252.49 FEET TO A BEND POINT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 173 DEGREES, 39 MINUTES, 01 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 140.75 FEET TO THE NORTH FACE AND ITS EXTENSION OF A BRICK WALL; THENCE NORTHEASTERLY 19.53 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THAT PART OF SAID LOTS LYING ABOVE AN ELEVATION OF 17.25 FEET AND BELOW AN ELEVATION OF 35.00 FEET, CITY OF CHICAGO DATUM, DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFORESAID POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG A LINE 123.29 FEET TO THE AFORESAID "POINT A" AND POINT OF BEGINNING; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.38 FEET TO A BEND POINT IN SAID WALL; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 50.58 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.20 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 89.05 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.33 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 15.50 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 21.91 FEET TO THE AFORESAID NORTHEASTERLY DOCK LINE; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY DOCK LINE, BEING A LINE FORMING AN ANGLE OF 88 DEGREES, 21 MINUTES, 46 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 139.14 FEET TO A BEND POINT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 173 DEGREES, 39 MINUTES, 01 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 60.50 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 97 DEGREES, 59 MINUTES, 14 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 15.26 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 43.87 FEET; THENCE NORTHEASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 15.42 FEET TO THE AFORESAID "POINT A" AND POINT OF BEGINNING;

ALSO EXCEPTING THAT PART OF SAID LOTS LYING ABOVE AN ELEVATION OF 17.25 FEET AND BELOW AN ELEVATION OF 35.00 FEET, CITY OF CHICAGO DATUM, DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFORESAID "POINT B"; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER, 8.08 FEET TO THE AFORESAID "POINT C"; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 176 DEGREES, 11 MINUTES, 31 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, AND ALONG THE AFORESAID NORTHEASTERLY DOCK LINE, 50.45 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 91 DEGREES, 38 MINUTES, 14 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 29.04 FEET; THENCE SOUTHEASTERLY PERPENDICULAR TO THE EAST DESCRIBED LINE, 58.46 FEET TO THE CENTERLINE AND ITS EXTENSION OF THE AFORESAID BRICK WALL; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES, 04 MINUTES, 48 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 30.17 FEET TO THE POINT OF

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BEGINNING, ALL IN COOK COUNTY, ILLINOIS, BUT EXCEPTING FROM THE AFORESAID PARCELS 12 AND 13, THE PROPERTY BOUNDED AND DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 4, 5 AND 6 IN BLOCK 95 IN ELSTON'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER, LYING ABOVE AN ELEVATION OF 4.00 FEET (BEING THE FINISHED SURFACE OF THE RIVER WALK) AND BELOW AN ELEVATION OF 17.25 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING A POINT ON THE NORTH RIGHT OF WAY LINE OF CHICAGO AVENUE, BEING DISTANT ALONG SAID RIGHT OF WAY LINE 172.37 FEET WEST OF THE WEST LINE OF NORTH LARRABEE STREET; THENCE NORTHERLY, ON A LINE FORMING AN ANGLE OF 90 DEGREES, 38 MINUTES, 47 SECONDS TO THE LEFT WITH SAID NORTH RIGHT OF WAY LINE, 55.46 FEET TO A BEND POINT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES, 00 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 24.75 FEET TO A BEND POINT; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES, 00 MINUTES, 00 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 87.15 FEET TO A BEND POINT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES, 00 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 24.75 FEET TO A BEND POINT; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES, 00 MINUTES, 00 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 57.11 FEET TO A BEND POINT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 149 DEGREES, 29 MINUTES, 58 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 58.09 FEET TO A BEND POINT; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.58 FEET TO A BEND POINT; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 122.50 FEET TO A BEND POINT, SAID POINT TO BE REFERRED TO AS "POINT A"; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.08 FEET TO A BEND POINT, SAID POINT TO BE REFERRED TO AS "POINT B"; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 211.72 FEET TO THE CENTERLINE OF A 1.00 FOOT BRICK WALL, (SAID POINT BEING 245.00 FEET WEST OF THE WEST LINE OF NORTH KINGSBURY STREET, AS MEASURED ALONG SAID CENTERLINE BEING A LINE FORMING AN ANGLE OF 89 DEGREES, 55 MINUTES, 12 SECONDS FROM SOUTHEAST TO SOUTHWEST WITH THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AT A POINT ON SAID SOUTHWESTERLY LINE 415.69 FEET, AS MEASURED ALONG SAID SOUTHWESTERLY LINE, NORTHWESTERLY FROM ITS INTERSECTION WITH THE WEST LINE OF NORTH LARRABEE STREET); THENCE SOUTHWESTERLY ALONG SAID CENTERLINE AND ITS EXTENSION, BEING A LINE FORMING AN ANGLE OF 90 DEGREES, 08 MINUTES, 23 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 30.58 FEET TO THE NORTHEASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHEASTERLY ALONG SAID DOCK LINE, AT AN ANGLE OF 87 DEGREES, 54 MINUTES, 34 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 181.53 FEET; THENCE CONTINUING SOUTHEASTERLY ALONG SAID NORTHEASTERLY DOCK LINE AT AN ANGLE OF 178 DEGREES, 39 MINUTES, 02 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 200.22 FEET; THENCE CONTINUING, SOUTHEASTERLY ALONG SAID NORTHEASTERLY DOCK LINE AT AN ANGLE OF 154 DEGREES, 49 MINUTES, 20 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 231.02 FEET TO THE NORTH LINE OF

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CHICAGO AVENUE; THENCE EASTERLY ALONG SAID NORTH LINE, 32.28 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THAT PART OF SAID LOTS 4, 5 AND 6, LYING ABOVE AN ELEVATION OF 17.25 FEET AND BELOW AN ELEVATION OF 35.00 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY DOCK LINE OF THE CHICAGO RIVER AND THE NORTH LINE OF CHICAGO AVENUE (SAID POINT BEING 204.65 FEET WEST OF THE WEST LINE OF LARRABEE STREET); THENCE NORTHWESTERLY ALONG SAID DOCK LINE, 17.54 FEET TO THE NORTH FACE AND ITS EXTENSION OF A WALL AND THE POINT OF BEGINNING; THENCE EASTERLY, ALONG SAID NORTH FACE, BEING ON A LINE FORMING AN ANGLE OF 81 DEGREES, 22 MINUTES, 38 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 25.91 FEET TO THE WEST FACE OF A WALL; THENCE NORTHERLY ALONG SAID WEST FACE PERPENDICULAR TO THE LAST DESCRIBED LINE, 46.76 FEET TO A BEND POINT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES, 00 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 12.02 FEET TO A BEND POINT; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES, 00 MINUTES, 00 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 87.15 FEET TO A BEND POINT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES, 00 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 24.75 FEET TO A BEND POINT; THENCE NORTH ALONG A LINE FORMING AN ANGLE OF 135 DEGREES, 00 MINUTES, 00 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 57.11 FEET TO A BEND POINT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 149 DEGREES, 29 MINUTES, 58 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 58.09 FEET TO A BEND POINT; THENCE SOUTHWESTERLY ALONG THE FACE OF A WALL AND ITS EXTENSION, PERPENDICULAR TO THE LAST DESCRIBED LINE, 33.23 FEET TO THE AFORESAID NORTHEASTERLY DOCK LINE; THENCE SOUTHEASTERLY ALONG SAID DOCK LINE AT AN ANGLE OF 86 DEGREES, 42 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 47.09 FEET TO A BEND POINT; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 154 DEGREES, 49 MINUTES, 20 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 213.48 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THAT PART OF SAID LOTS 4, 5 AND 6, LYING ABOVE AN ELEVATION OF 17.25 FEET AND BELOW AN ELEVATION OF 35.00 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFORESAID "POINT A"; THENCE SOUTHWESTERLY 9.08 FEET TO THE AFORESAID "POINT B" AND THE POINT OF BEGINNING; THENCE NORTHWESTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 105.00 FEET; THENCE SOUTHWESTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 26.92 FEET TO THE AFORESAID NORTHEASTERLY DOCK LINE; THENCE SOUTHEASTERLY, ALONG A LINE FORMING AN ANGLE OF 88 DEGREES, 02 MINUTES, 57 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 74.66 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 178 DEGREES, 39 MINUTES, 02 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 30.43 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN

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ANGLE OF 93 DEGREES, 18 MINUTES, 00 SECOND TO THE RIGHT WITH THE LAST DESCRIBED LINE, 22.63 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THAT PART OF SAID LOTS 4, 5 AND 6, LYING ABOVE AN ELEVATION OF 17.25 FEET AND BELOW AN ELEVATION OF 35.00 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFORESAID "POINT A"; THENCE SOUTHWESTERLY 9.08 FEET TO THE AFORESAID "POINT B"; THENCE NORTHWESTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 157.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHWESTERLY ALONG THE PROJECTION OF THE LAST DESCRIBED LINE, 54.22 FEET TO THE CENTERLINE OF THE AFORESAID 1.00 FOOT BRICK WALL; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE AND ITS EXTENSION, BEING A LINE FORMING AN ANGLE OF 90 DEGREES, 08 MINUTES, 23 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 30.58 FEET TO THE AFORESAID NORTHEASTERLY DOCK LINE; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 87 DEGREES, 54 MINUTES, 34 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 54.33 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 91 DEGREES, 57 MINUTES, 14 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 28.71 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 16:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 TO 15, AS CREATED BY AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS AND OPERATING AGREEMENT RECORDED OCTOBER 15, 2002, AS DOCUMENT 0021128849, FOR THE FOLLOWING PURPOSES:

- A) INGRESS AND EGRESS AND USE
- B) STRUCTURAL SUPPORT
- C) USE OF FACILITIES IN THE CATALOG BUILDING AND GARAGE BUILDING
- D) MAINTENANCE OF EASEMENT FACILITIES IN SAID BUILDING
- E) SUPPORT, ENCLOSURE, USE AND MAINTENANCE OF CATALOG BUILDING AND GARAGE BUILDING COMMON WALLS, CEILINGS AND FLOORS
- F) UTILITIES
- G) PERMITTING EXISTENCE OF ENCROACHMENTS IN CATALOG BUILDING GARAGE BUILDING
- H) ELEVATOR OVERRIDES
- L) EXTERIOR MAINTENANCE
- J) EXISTENCE, AND MAINTENANCE OF OWNED FACILITIES
- K) ROOFTOP COMMUNICATION FACILITIES
- L) RIVERWALK AND MARINA ACCESS
- M) EXTERIOR SIGNAGE EASEMENT

OVER THE LAND DESCRIBED IN EXHIBITS B-1, B-2, C-1, C-2, D-1, D-2, E-1 AND E-2 ATTACHED THERETO.

## PARCEL 17: LEGAL DESCRIPTION OF GARAGE OWNER PARCEL

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THAT PART OF PETER HUGEL'S SUBDIVISION AND OF J. L. WILSON'S ADDITION, BEING A SUBDIVISION OF LOT 11 IN SAID PETER HUGEL'S SUBDIVISION AND OF MACKUBIN'S SUBDIVISION, ALL IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF NORTH LARRABEE STREET AT A POINT WHICH IS 409 FEET NORTH FROM THE SOUTHWEST CORNER OF LOT 10 IN J. L. WILSON'S ADDITION AFORESAID AND THE NORTHEAST CORNER OF SAID NORTH LARRABEE STREET AND WEST CHICAGO AVENUE AND RUNNING; THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 120.37 FEET TO A POINT WHICH IS 8 FEET MEASURED PERPENDICULARLY EAST FROM THE EAST LINE OF NORTH LARRABEE STREET AFORESAID AND THE WEST LINE OF LOT 12 IN PETER HUGEL'S SUBDIVISION AFORESAID; THENCE SOUTH ALONG A LINE WHICH IS 8 FEET MEASURED PERPENDICULARLY EAST FROM AND PARALLEL WITH THE EAST LINE OF NORTH LARRABEE STREET AFORESAID A DISTANCE OF 171.80 FEET TO A POINT; THENCE EAST ALONG A STRAIGHT LINE WHICH FORMS THE CLOCKWISE ANGLE OF 90 DEGREES 34 MINUTES 39 SECONDS, FROM NORTH TO EAST, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 23.64 FEET TO A POINT; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 1.59 FEET TO A POINT ON THE CENTER LINE OF AN EXISTING EXPANSION JOINT; THENCE EAST ALONG A STRAIGHT LINE, BEING THE CENTER LINE OF AN EXISTING EXPANSION JOINT, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 95.34 FEET TO THE POINT OF INTERSECTION OF SAID STRAIGHT LINE WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE ALLEY AS SHOWN BY THE PLAT OF SAID ALLEY RECORDED ON SEPTEMBER 22, 1910, AS DOCUMENT 4630739; THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND ALONG SAID WEST LINE OF THE ALLEY AS SHOWN BY THE PLAT OF SAID ALLEY RECORDED ON SEPTEMBER 22, 1910, AS DOCUMENT 4630739, A DISTANCE OF 337.02 TO THE POINT OF INTERSECTION OF SAID WEST LINE OF THE ALLEY WITH THE NORTH LINE OF LOT 13 IN PETER HUGEL'S SUBDIVISION AFORESAID; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 13 IN PETER HUGEL'S SUBDIVISION, A DISTANCE OF 127.00 FEET TO THE EAST LINE OF LARRABEE STREET; THENCE SOUTH ALONG SAID EAST LINE OF NORTH LARRABEE STREET, A DISTANCE OF 47.15 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 18:

EASEMENT FOR THE BENEFIT OF PARCEL 17, AS CREATED BY THE DECLARATION OF RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED DECEMBER 20, 2005, AS DOCUMENT 0535435262 AS AMENDED BY FIRST AMENDMENT RECORDED FEBRUARY 26, 2007 AS DOCUMENT 0705733175 FOR INGRESS AND EGRESS, USE, MAINTENANCE, STRUCTURED SUPPORT FACILITIES, COMMON WALLS AND COLUMNS, UTILITIES, ENCROACHMENTS AND TEMPORARY SHARED FACILITIES OVER THE PROPERTY MORE PARTICULARLY DESCRIBED ON EXHIBIT 'A' ATTACHED THERETO.

## PARCEL 19: NORTHERN CATALOG BUILDING RIVERWALK



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THAT PART OF LOTS 1, 2, 3, 4 AND 5 IN BLOCK 95 LYING EAST OF THE DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER TOGETHER WITH LOTS 24, 25, 26 AND A PART OF LOT 23, IN BLOCK 96, LYING EAST OF THE DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER TOGETHER WITH VACATED BRANCH STREET LYING EAST OF THE DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER IN ELSTON'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE AN ELEVATION OF 4.00 FEET (BEING THE FINISHED SURFACE OF THE RIVER WALK) AND BELOW AN ELEVATION OF 17.25 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AT A POINT 816.84 (8) 6.68 MEASURED) FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE WEST LINE OF NORTH LARRABEE STREET, THAT POINT BEING ALSO THE EXTENSION NORTHEASTERLY OF THE NORTHWESTERLY FACE OF FIVE CONCRETE COLUMNS; THENCE SOUTHWESTERLY WITH AN ANGLE OF 89 DEGREES, 49 MINUTES, 14 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, AND ALONG SAID NORTHWESTERLY FACE, 104.87 FEET TO THE NORTHERLY EXTENSION OF THE WEST FACE OF A BRICK WALL; THENCE SOUTHEASTERLY, ALONG THE WESTERLY FACE OF SAID BRICK WALL, AT AN ANGLE OF 90 DEGREES, 18 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, A DISTANCE OF 1.53 FEET TO THE NORTHWESTERLY FACE OF A 1.00 FOOT BRICK WALL, THENCE SOUTHWESTERLY, ALONG SAID NORTHWESTERLY FACE, PERPENDICULAR TO THE LAST DESCRIBED LINE 124.71 FEET TO THE WEST FACE OF A WALL, AND THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG SAID WEST FACE BEING ON A LINE FORMING AN ANGLE OF 89 DEGREES, 52 MINUTES, 22 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 123.29 FEET TO A POINT TO BE REFERRED TO AS POINT "A"; THENCE FOLLOWING THE FACE OF THE WALL, NORTHEASTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.38 FEET TO A BEND POINT IN SAID WALL; THENCE SOUTHEASTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 50.58 FEET; THENCE SOUTHWESTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 13.37 FEET; THENCE SOUTHEASTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 225.89 FEET TO THE CENTER LINE OF A 1.00 FOOT BRICK WALL (SAID POINT BEING 241.58 FEET WEST OF THE WEST LINE OF NORTH KINGSBURY STREET); THENCE SOUTHWESTERLY, ALONG SAID CENTERLINE AND ITS EXTENSION, BEING A LINE FORMING AN ANGLE TO THE LEFT WITH THE LAST DESCRIBED LINE OF 90 DEGREES, 04 MINUTES, 48 SECONDS, 34.00 FEET TO THE DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER TO A POINT TO BE REFERRED TO AS POINT "B"; THENCE NORTHWESTERLY, ALONG SAID DOCK LINE, BEING A LINE FORMING AN ANGLE OF 92 DEGREES, 05 MINUTES, 27 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 8.08 FEET TO A BEND POINT, SAID BEND POINT TO BE REFERRED TO AS POINT "C"; THENCE NORTHWESTERLY, ALONG A LINE FORMING AN ANGLE OF 176 DEGREES, 11 MINUTES, 31 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 252.49 FEET TO A BEND POINT; THENCE NORTHWESTERLY, ALONG A LINE FORMING AN ANGLE OF 173 DEGREES, 39 MINUTES, 01 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 140.75 FEET TO THE NORTH FACE AND ITS EXTENSION OF A BRICK WALL; THENCE NORTHEASTERLY 19.53 FEET TO THE POINT OF BEGINNING;

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ALSO THAT PART OF SAID LOTS LYING ABOVE AN ELEVATION OF 17.25 FEET AND BELOW AN ELEVATION OF 35.00 FEET, CITY OF CHICAGO DATUM, DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFORESAID POINT OF BEGINNING; THENCE SOUTHEASTERLY, ALONG A LINE 123.29 FEET TO THE AFORESAID POINT "A" AND POINT OF BEGINNING; THENCE NORTHEASTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.38 FEET TO A BEND POINT IN SAID WALL; THENCE SOUTHEASTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 50.58 FEET; THENCE SOUTHWESTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.20 FEET; THENCE SOUTHEASTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 89.05 FEET; THENCE SOUTHWESTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.33 FEET; THENCE SOUTHEASTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 15.50 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 21.91 FEET TO THE AFORESAID NORTHEASTERLY DOCK LINE; THENCE NORTHWESTERLY, ALONG SAID NORTHEASTERLY DOCK LINE, BEING A LINE FORMING AN ANGLE OF 88 DEGREES, 21 MINUTES, 46 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 139.14 FEET TO A BEND POINT; THENCE NORTHWESTERLY, ALONG A LINE FORMING AN ANGLE OF 173 DEGREES, 39 MINUTES, 01 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 60.50 FEET; THENCE NORTHEASTERLY, ALONG A LINE FORMING AN ANGLE OF 97 DEGREES, 59 MINUTES, 14 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 15.26 FEET; THENCE SOUTHEASTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 43.87 FEET; THENCE NORTHEASTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 15.42 FEET TO THE AFORESAID POINT "A" AND POINT OF BEGINNING.

ALSO THAT PART OF SAID LOTS LYING ABOVE AN ELEVATION OF 17.25 FEET AND BELOW AN ELEVATION OF 35.00 FEET, CITY OF CHICAGO DATUM, DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFORESAID POINT "B"; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER, 8.08 FEET TO THE AFORESAID POINT "C"; THENCE NORTHWESTERLY, ALONG A LINE FORMING AN ANGLE OF 176 DEGREES, 11 MINUTES, 31 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, AND ALONG THE AFORESAID NORTHEASTERLY DOCK LINE, 50.45 FEET; THENCE NORTHEASTERLY, ALONG A LINE FORMING AN ANGLE OF 91 DEGREES, 38 MINUTES, 14 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 29.04 FEET; THENCE SOUTHEASTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 38.46 FEET TO THE CENTERLINE AND ITS EXTENSION OF THE AFORESAID BRICK WALL; THENCE SOUTHWESTERLY, ALONG A LINE FORMING AN ANGLE OF 90 DEGREES, 04 MINUTES, 48 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 30.17 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 20: ADJOINING RIVERWALK PARCEL

THAT PART OF LOTS 21, 22 AND 23 IN BLOCK 96 IN ELSTON'S ADDITION TO CHICAGO, A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING BETWEEN THE SOUTHWESTERLY LINE OF NORTH KINGSBURY

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STREET AND THE NORTH BRANCH OF THE CHICAGO RIVER, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AT A POINT 816.68 (816.84 DEED) FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE WEST LINE OF NORTH LARRABEE STREET, SAID POINT BEING ALSO THE EXTENSION NORTHEASTERLY OF THE NORTHWESTERLY FACE OF FIVE (5) CONCRETE COLUMNS; THENCE SOUTHWESTERLY, AT AN ANGLE OF 89 DEGREES, 49 MINUTES, 14 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, AND ALONG SAID NORTHWESTERLY FACE 104.87 FEET TO THE NORTHERLY EXTENSION OF THE WEST FACE OF THE BRICK WALL; THENCE SOUTHEASTERLY ALONG THE WESTERLY FACE OF SAID BRICK WALL, AT AN ANGLE OF 90 DEGREES, 18 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, A DISTANCE OF 1.33 FEET TO THE NORTHWESTERLY FACE OF A 1.00 FOOT BRICK WALL; THENCE SOUTHWESTERLY, ALONG SAID NORTHWESTERLY FACE, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 117.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY ALONG THE LAST DESCRIBED LINE 26.86 FEET TO THE NORTHEASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE NORTHWESTERLY AT AN ANGLE OF 82 DEGREES, 08 MINUTES, 24 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, AND ALONG SAID NORTHEASTERLY DOCK LINE, 0.99 FEET; THENCE CONTINUING ALONG SAID DOCK LINE, AT AN ANGLE OF 178 DEGREES, 24 MINUTES, 38 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 119.19 FEET; THENCE NORTHEASTERLY AT AN ANGLE OF 99 DEGREES, 34 MINUTES, 36 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, A DISTANCE OF 31.44 FEET; THENCE SOUTHEASTERLY AT AN ANGLE OF 80 DEGREES, 00 MINUTES, 00 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, A DISTANCE OF 95.18 FEET; THENCE SOUTHWESTERLY AT AN ANGLE OF 100 DEGREES, 07 MINUTES, 04 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 8.07 FEET; THENCE SOUTHEASTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 24.82 FEET TO THE POINT OF BEGINNING.

## PARCEL 21: SOUTHERN CATALOG BUILDING RIVERWALK

THAT PART OF LOTS 4, 5 AND 6 IN BLOCK 95 IN ELSTON'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER, LYING ABOVE AN ELEVATION OF 4.00 FEET (BEING THE FINISHED SURFACE OF THE RIVER WALK) AND BELOW AN ELEVATION OF 17.25 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST FACE OF A WALL AND THE NORTH RIGHT OF WAY LINE OF CHICAGO AVENUE, BEING A POINT 172.37 FEET WEST OF THE WEST LINE OF NORTH LARRABEE STREET; THENCE NORTHERLY, ALONG SAID WEST FACE AND ITS EXTENSION, BEING A LINE FORMING AN ANGLE OF 90 DEGREES, 38 MINUTES, 47 SECONDS TO THE LEFT WITH SAID NORTH RIGHT OF WAY LINE, 55.46 FEET TO A BEND POINT; THENCE NORTHWESTERLY, ALONG A LINE FORMING AN ANGLE OF 135 DEGREES, 00 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 24.75 FEET TO A BEND POINT; THENCE NORTHERLY, ALONG A LINE FORMING AN ANGLE

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OF 135 DEGREES, 00 MINUTES, 00 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 87.15 FEET TO A BEND POINT; THENCE NORTHWESTERLY, ALONG A LINE FORMING AN ANGLE OF 135 DEGREES, 00 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 24.75 FEET TO A BEND POINT; THENCE NORTHERLY, ALONG A LINE FORMING AN ANGLE OF 135 DEGREES, 00 MINUTES, 00 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 57.11 FEET TO A BEND POINT; THENCE NORTHWESTERLY, ALONG A LINE FORMING AN ANGLE OF 149 DEGREES, 29 MINUTES, 58 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 58.09 FEET TO A BEND POINT; THENCE SOUTHWESTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.58 FEET TO A BEND POINT; THENCE NORTHWESTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 122.50 FEET TO A BEND POINT, SAID POINT TO BE REFERRED TO AS POINT "A"; THENCE SOUTHWESTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.08 FEET TO A BEND POINT, SAID POINT TO BE REFERRED TO AS POINT "B"; THENCE NORTHWESTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 211.72 FEET TO THE CENTER LINE OF A 1.00 FOOT BRICK WALL (SAID POINT BEING 245.00 FEET WEST OF THE WEST LINE OF NORTH KINGSBURY STREET AS MEASURED ALONG SAID CENTERLINE BEING A LINE FORMING AN ANGLE OF 89 DEGREES, 55 MINUTES, 12 SECONDS FROM SOUTHEAST TO SOUTHWEST WITH THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AT A POINT ON SAID SOUTHWESTERLY LINE 415.69 FEET, AS MEASURED ALONG SAID SOUTHWESTERLY LINE PARCEL, NORTHWESTERLY FROM ITS INTERSECTION WITH THE WEST LINE OF NORTH LARRABEE STREET); THENCE SOUTHWESTERLY, ALONG SAID CENTERLINE AND ITS EXTENSION, BEING A LINE FORMING AN ANGLE OF 90 DEGREES, 08 MINUTES, 23 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 30.58 FEET TO THE NORTHEASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHEASTERLY, ALONG SAID DOCK LINE, AT AN ANGLE OF 87 DEGREES, 54 MINUTES, 34 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 181.53 FEET; THENCE CONTINUING SOUTHEASTERLY, ALONG SAID NORTHEASTERLY DOCK LINE AT AN ANGLE OF 178 DEGREES, 39 MINUTES, 02 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 200.22 FEET; THENCE CONTINUING, SOUTHEASTERLY, ALONG SAID NORTHEASTERLY DOCK LINE AT AN ANGLE OF 154 DEGREES, 49 MINUTES, 20 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 231.02 FEET TO THE NORTH LINE OF CHICAGO AVENUE; THENCE EASTERLY, ALONG SAID NORTH LINE, 32.28 FEET TO THE POINT OF BEGINNING;

ALSO THAT PART OF SAID LOTS 4, 5 AND 6, LYING ABOVE AN ELEVATION OF 17.25 FEET AND BELOW AN ELEVATION OF 35.00 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY DOCK LINE OF THE CHICAGO RIVER AND THE NORTH LINE OF CHICAGO AVENUE (SAID POINT BEING 204.65 FEET WEST OF THE WEST LINE OF LARRABEE STREET); THENCE NORTHWESTERLY, ALONG SAID DOCK LINE, 17.54 FEET TO THE NORTH FACE AND ITS EXTENSION OF A WALL AND THE POINT OF BEGINNING; THENCE EASTERLY, ALONG SAID NORTH FACE, BEING ON A LINE FORMING AN ANGLE OF 81 DEGREES, 22 MINUTES, 38 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 25.91 FEET TO THE WEST FACE OF A WALL; THENCE NORTHERLY, ALONG SAID WEST FACE, PERPENDICULAR TO THE LAST DESCRIBED LINE, 46.76 FEET TO A BEND POINT; THENCE NORTHWESTERLY, ALONG A LINE FORMING AN ANGLE OF 135 DEGREES, 00 MINUTES, 00 SECONDS TO THE RIGHT



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WITH THE LAST DESCRIBED LINE, 12.02 FEET TO A BEND POINT; THENCE NORTHERLY, ALONG A LINE FORMING AN ANGLE OF 135 DEGREES, 00 MINUTES, 00 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 87.15 FEET TO A BEND POINT; THENCE NORTHWESTERLY, ALONG A LINE FORMING AN ANGLE OF 135 DEGREES, 00 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 24.75 FEET TO A BEND POINT; THENCE NORTH, ALONG A LINE FORMING AN ANGLE OF 135 DEGREES, 00 MINUTES, 00 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 57.11 FEET TO A BEND POINT; THENCE NORTHWESTERLY, ALONG A LINE FORMING AN ANGLE OF 149 DEGREES, 29 MINUTES, 58 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 58.09 FEET TO A BEND POINT; THENCE SOUTHWESTERLY, ALONG THE FACE OF A WALL AND ITS EXTENSION, PERPENDICULAR TO THE LAST DESCRIBED LINE, 33.23 FEET TO THE AFORESAID NORTHEASTERLY DOCK LINE; THENCE SOUTHEASTERLY, ALONG SAID DOCK LINE AT AN ANGLE OF 86 DEGREES, 42 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 47.09 FEET TO A BEND POINT; THENCE SOUTHEASTERLY, ALONG A LINE FORMING AN ANGLE OF 154 DEGREES, 49 MINUTES, 20 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE, 213.48 FEET TO THE POINT OF BEGINNING;

ALSO THAT PART OF SAID LOTS 4, 5 AND 6, LYING ABOVE AN ELEVATION OF 17.25 FEET AND BELOW AN ELEVATION OF 35.00 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFORESAID POINT "A"; THENCE SOUTHWESTERLY 9.08 FEET TO THE AFORESAID POINT "B" AND THE POINT OF BEGINNING; THENCE NORTHWESTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 105.00 FEET; THENCE SOUTHWESTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 26.92 FEET TO THE AFORESAID NORTHEASTERLY DOCK LINE; THENCE SOUTHEASTERLY, ALONG A LINE FORMING AN ANGLE OF 88 DEGREES, 02 MINUTES, 57 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 74.66 FEET; THENCE SOUTHEASTERLY, ALONG A LINE FORMING AN ANGLE OF 178 DEGREES, 39 MINUTES, 02 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 30.43 FEET; THENCE NORTHEASTERLY, ALONG A LINE FORMING AN ANGLE OF 93 DEGREES, 18 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 22.63 FEET TO THE POINT OF BEGINNING;

ALSO THAT PART OF SAID LOTS 4, 5 AND 6, LYING ABOVE AN ELEVATION OF 17.25 FEET AND BELOW AN ELEVATION OF 35.00 FEET, CITY OF CHICAGO DATUM, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFORESAID POINT "A"; THENCE SOUTHWESTERLY 9.08 FEET TO THE AFORESAID POINT "B"; THENCE NORTHWESTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 157.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHWESTERLY, ALONG THE PROJECTION OF THE LAST DESCRIBED LINE, 54.22 FEET TO THE CENTER LINE OF THE AFORESAID 1.0 BRICK WALL; THENCE SOUTHWESTERLY, ALONG SAID CENTERLINE AND ITS EXTENSION, BEING A LINE FORMING AN ANGLE OF 90 DEGREES, 08 MINUTES, 23 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 30.58 FEET TO THE AFORESAID NORTHEASTERLY DOCK LINE; THENCE SOUTHEASTERLY, ALONG A LINE FORMING AN ANGLE OF 87 DEGREES, 54 MINUTES, 34 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 54.33 FEET; THENCE NORTHEASTERLY, ALONG A LINE FORMING AN ANGLE OF 91 DEGREES, 57 MINUTES, 14 SECONDS TO THE RIGHT



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WITH THE LAST DESCRIBED LINE. 28.71 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

BUT LESS AND EXCEPT FROM THE AFORESAID PARCELS 19, 20 AND 21, THE WESTERN 3 FEET OF SUCH PARCELS.

PROPERTY ADDRESSES:

- 600 WEST CHICAGO AVENUE, CHICAGO, ILLINOIS 60654
- 900 NORTH KINGSBURY STREET, CHICAGO, ILLINOIS 60654
- 950 NORTH KINGSBURY STREET, CHICAGO, ILLINOIS 60654
- 811 NORTH LARRABEE STREET, CHICAGO, ILLINOIS 60654

PERMANENT INDEX NUMBERS:

- 17-04-300-017
- 17-04-300-024
- 17-04-300-025
- 17-04-300-028
- 17-04-300-029
- 17-04-300-031
- 17-04-300-032
- 17-04-300-033
- 17-04-300-084
- 17-04-300-087
- 17-04-300-089
- 17-04-324-029
- 17-04-324-030
- 17-04-324-032
- 17-04-324-036
- 17-04-324-089
- 17-04-324-097
- 17-04-324-106
- 17-04-324-108
- 17-05-501-002

Property of Cook County Clerk's Office  
COOK COUNTY  
RECORDER OF DEEDS  
COOK COUNTY  
RECORDER OF DEEDS Office