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Prepared by and to be Returned to:

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Permanent Tax Index Number:

17-09-262-023

Address of Premises:

20 West Kinzie Street
Chicago, Illinois
NO1041036-5 1 of 1



Doc# 1821919375 Fee \$64.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/07/2018 02:10 PM PG: 1 OF 14

MEMORANDUM OF NINTH POST-ASSIGNMENT LOAN MODIFICATION AGREEMENT

Background

A. Pursuant to Ninth Post-Assignment Loan Modification Agreement dated as of August 5, 2018 (the "Ninth Post-Assignment Modification"), DP LEASEHOLD (ILLINOIS), L.L.C., an Illinois limited liability company ("DP Leasehold" and the "Mortgagor"), ALTER FINANCIAL LIMITED PARTNERSHIP, an Illinois limited partnership ("AFLP" and the "Guarantor"), and BANK OF AMERICA, N.A., a national banking association ("Bank of America"), successor by merger to LaSalle Bank National Association, a national banking association ("LaSalle"), have made certain modifications and amendments to the following documents, which encumber the real estate described in Exhibit A attached hereto and the personal property located thereon (the "Premises"):

(i) Amended and Restated Construction Loan Agreement dated as of July 27, 2004 (the "Loan Agreement"), by and among National Build to Suit Kinzie, L.L.C., a Delaware limited liability company ("NBTS Kinzie"), DP Leasehold, LaSalle and U.S. Bank National Association, a national banking association ("U.S. Bank"), successor in interest to Firststar Bank, National Association, successor in interest to Mercantile Bank National Association.

(ii) Second Amended and Restated Construction Loan Mortgage Note dated August 6, 2014 (the "Note"), from DP Leasehold to Bank of America in the principal amount of \$46,000,000.

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(iii) Construction Loan Mortgage and Security Agreement dated as of June 1, 1999 (the "**Mortgage**"), from NBTS Kinzie to American National Bank and Trust Company of Chicago, a national banking association, and its successor by merger, Bank One, N.A. (for convenience, both of said banks being referred to herein as "**Bank One**"), on its own behalf and in its capacity as collateral agent for itself, LaSalle and U.S. Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on July 21, 1999, as Document No. 99696961.

(iv) Construction Loan Assignment of Rents and Leases dated as of June 1, 1999 (the "**Assignment of Rents**"), from NBTS Kinzie to Bank One, on its own behalf and in its capacity as collateral agent for itself, LaSalle and U.S. Bank recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on July 21, 1999, as Document No. 99696962.

(v) Assignment of Plans, Permits and Contracts dated as of June 1, 1999, from NBTS Kinzie to Bank One, on its own behalf and in its capacity as collateral agent for LaSalle and U.S. Bank.

(vi) Construction Loan Indemnity Agreement dated as of June 1, 1999 (the "**Indemnity Agreement**"), from NBTS Kinzie, the Guarantor and William A. Alter ("**Alter**") to LaSalle, U.S. Bank and Bank One.

(vii) Amended and Restated Construction Loan Guaranty of Payment and Performance dated as of July 27, 2009 (the "**Guaranty**"), from the Guarantor to Bank of America, on its own behalf and in its capacity as Agent.

(viii) All of the other Loan Documents (as defined in the Loan Agreement).

The documents set forth above, and the documents from time to time at any particular time evidencing and securing the loan under the Loan Agreement, are referred to herein collectively as the "**Documents**".

B. North Star Trust Company, an Illinois corporation, not personally, but solely as Trustee under Trust Agreement dated January 1, 1999, and known as Trust Number 99-2131 ("**North Star**"), with the consent of Bank One, LaSalle and U.S. Bank, conveyed its interest in the Premises to its sole beneficiary, DP Leasehold, by a Trustee's Deed dated December 27, 2002, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on January 2, 2003, as Document No. 0030004474, which deed was by its terms subject to the Mortgage and the Assignment of Rents, and by virtue of such conveyance, North Star is no longer considered by the parties to the Ninth Post-Assignment Modification to be a party to the Documents.

C. Bank One transferred and assigned its interest in the Documents to LaSalle and U.S. Bank by the Agreement for Assignment of Interest in Loan (Including Assignment of Mortgage and Assignment of Rents) dated as of July 27, 2004, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on July 27, 2004, as Document No. 0420910172 (the "**First Assignment Agreement**").

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D. Prior to the execution, delivery and recording of the First Assignment Agreement, the Documents were modified and amended by a series of agreements recorded in, or referred to in documents recorded in, the Office of the Recorder of Deeds of Cook County, Illinois (the "**Pre-Assignment Modifications**"), which Pre-Assignment Modifications are described in the First Assignment Agreement.

E. One of the Pre-Assignment Modifications was a Second Modification and Assumption Agreement dated as of July 1, 2002, by and among NBTS Kinzie, AFLP, Alter, North Star, DP Leasehold, Bank One, LaSalle and U.S. Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on October 7, 2002, as Document No. 0021096352, pursuant to which DP Leasehold assumed and became an additional obligor under the Documents. Subsequently, NBTS Kinzie merged with and into the Mortgagor and the obligations of NBTS Kinzie under the Documents became obligations of the Mortgagor, and the Ground Lease (as defined in the Documents) was terminated, all of which was approved by the Second Post-Assignment Loan Modification Agreement which is described in paragraph F below.

F. Subsequent to the execution, delivery and recording of the First Assignment Agreement, the Documents have been modified and amended by the following documents (the "**First Through Sixth Post-Assignment Modifications**"): (i) First Post-Assignment Loan Modification Agreement dated as of July 27, 2004, by and among NBTS Kinzie, the Guarantor, DP Leasehold, LaSalle and U.S. Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on July 27, 2004, as Document No. 0420910173, pursuant to which, among other things, the Loan Agreement and the Note were executed and delivered and Alter was released as a party to the Indemnity Agreement and the Construction Loan Guaranty of Payment and Performance dated as of June 1, 1999, from the Guarantor and Alter to Bank One, on its own behalf and in its capacity as collateral agent for itself, LaSalle and U.S. Bank; (ii) the Second Post-Assignment Loan Modification Agreement dated as of November 4, 2005, by and among NBTS Kinzie, the Guarantor, DP Leasehold, LaSalle and U.S. Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on December 13, 2005, as Document No. 0534745093; (iii) the Third Post-Assignment Loan Modification Agreement dated as of December 7, 2006, by and among DP Leasehold, the Guarantor, LaSalle and U.S. Bank, a Memorandum of which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on December 8, 2006, as Document No. 0634226128; (iv) the Fourth Post-Assignment Loan Modification Agreement dated as of July 27, 2007, by and among DP Leasehold, the Guarantor, U.S. Bank and LaSalle, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on January 4, 2008, as Document No. 0800434113; (v) the Fifth Post-Assignment Loan Modification Agreement dated as of July 27, 2009 (the "**Fifth Post-Assignment Modification**"), by and among DP Leasehold, the Guarantor, Bank of America and U.S. Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on September 2, 2009, as Document No. 0924518078; and (vi) the Sixth Post-Assignment Loan Modification Agreement with an Effective Date of July 27, 2011 (the "**Sixth Post-Assignment Modification**"), by and among DP Leasehold, the Guarantor, Bank of America and U.S. Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on September 23, 2011, as Document No. 1126610053.

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G. U.S. Bank transferred and assigned its interest in the Loan and the Documents to Bank of America by the Agreement for Assignment of Interest in Loan dated as of August 6, 2014.

H. The Documents were further modified and amended by (i) the Seventh Post-Assignment Loan Modification Agreement dated as of August 6, 2014 (the “**Seventh Post-Assignment Modification**”), by and among DP Leasehold, the Guarantor and Bank of America, a Memorandum of which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on August 6, 2014, as Document No. 1421841095, and (ii) the Eighth Post-Assignment Loan Modification Agreement dated as of July 29, 2015 (the “**Eighth Post-Assignment Modification**”), by and among DP Leasehold, the Guarantor and Bank of America, a Memorandum of which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on July 29, 2015, as Document No. 1521034094.

I. All of the documents pursuant to which such modifications, amendments, transfers and assignments were made are referred to herein collectively as the “**Previous Modifications**”).

J. The Mortgagor, the Guarantor and the Lender hereby acknowledge and agree that in the Memorandum of Eighth Post-Assignment Loan Modification Agreement dated as of July 29, 2015, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on July 29, 2015, as Document No. 1521034094, on page 4 in the first grammatical paragraph under the center heading “Modification Provisions”, the reference to “Seventh Post-Assignment Modification” should be a reference to “Eighth Post-Assignment Modification”, and said Memorandum is hereby modified and amend to correct such incorrect reference.

Modification Provisions

The Mortgagor, the Guarantor and the Lender hereby confirm that the Ninth Post-Assignment Modification contains the following provisions, among others:

1. The maturity date of the Loan and the Note was previously extended to August 5, 2018, pursuant to the right to extend that was granted to the Mortgagor in Section 2.8 of the Loan Agreement, as modified and amended by Section 8 of the Seventh Post-Assignment Modification. The maturity date of the Loan and the Note, as previously extended to August 5, 2018, is extended from August 5, 2018, to November 5, 2018, and all of the Documents, as modified and amended by the Previous Modifications, are modified and amended accordingly. Without limitation on the generality of the foregoing provisions of this paragraph, the date “August 5, 2018” is changed to “November 5, 2018” each time it appears in the Documents, as modified and amended by the Previous Modifications, in reference to the maturity date of the Loan and the Note, including, without limitation in the definition of the term “Maturity Date” in Section 1.1 of the Loan Agreement and in Section 1 of the Note, each as modified and amended by the Previous Modifications.

2. Section 2.1 of the Mortgage, as most recently modified and amended in its entirety pursuant to the Eighth Post-Assignment Modification, is modified and amended in its entirety to read as follows effective as of the date of the Ninth Post-Assignment Modification:

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Section 2.1. Payment of Indebtedness. The Mortgagor covenants and agrees that it will pay when due the principal of and interest on the indebtedness hereby secured evidenced by the Note, all other sums which may become due pursuant thereto or hereto, and all other indebtedness hereby secured as described in the foregoing granting clauses of this Mortgage, including, but not limited to, all charges, fees and all other sums to be paid by the Mortgagor as provided in the Loan Documents, and that it will duly and punctually perform, observe and comply with all of the terms, provisions and conditions herein and in the other Loan Documents provided to be performed and observed by the Mortgagor. The Note is in the stated principal amount of \$54,300,000, is due and payable on November 5, 2018, and bears interest at variable rates of interest based on various published rates as provided in the Note and the other Loan Documents, as from time to time heretofore and hereafter modified and amended, all of which are hereby incorporated into this Mortgage.

3. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as previously modified, amended, transferred and assigned by the Previous Modifications and as expressly modified and amended in the Ninth Post-Assignment Modification. In order to induce the Lender to enter into the Ninth Post-Assignment Modification, the Mortgagor and the Guarantor (i) confirm and reaffirm all of their obligations under the Documents, as previously modified, amended, transferred and assigned by the Previous Modifications and as modified and amended herein; (ii) acknowledge and agree that the Lender, by entering into the Ninth Post-Assignment Modification, does not waive any existing or future default or event of default under any of the Documents, or any rights or remedies under any of the Documents, except as expressly provided in the Ninth Post-Assignment Modification; (iii) acknowledge and agree that the Lender has not heretofore waived any default or event of default under any of the Documents, or any rights or remedies under any of the Documents; and (iv) acknowledge and agree that they do not have any defense, setoff or counterclaim to the payment or performance of any of their obligations under, or to the enforcement by the Lender of, the Documents, as previously modified, amended, transferred and assigned by the Previous Modifications and as modified and amended in the Ninth Post-Assignment Modification, including, without limitation, any defense, setoff or counterclaim based on the covenant of good faith and fair dealing. All references in the Documents to any one or more of the Documents, or to the "Loan Documents," shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as previously modified, amended, transferred and assigned by the Previous Modifications and as modified and amended by the Ninth Post-Assignment Modification. Electronic records of executed documents maintained by the Lender shall be deemed to be originals thereof.

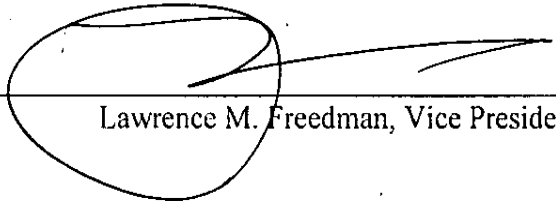
**[SIGNATURE PAGE(S) AND EXHIBIT(S),
IF ANY, FOLLOW THIS PAGE]**

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IN WITNESS WHEREOF, the parties have executed this instrument as the date of the Ninth Post-Assignment Loan Modification Agreement as stated in paragraph A above.

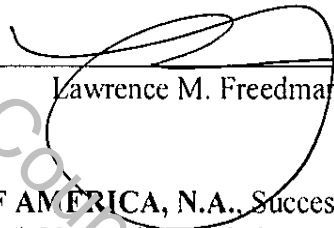
DP LEASEHOLD (ILLINOIS), L.L.C.

By 18-Chai Corp., Manager

By  _____
Lawrence M. Freedman, Vice President

ALTER FINANCIAL LIMITED PARTNERSHIP

By PFA, Inc., General Partner

By  _____
Lawrence M. Freedman, Vice President

BANK OF AMERICA, N.A., Successor by Merger to
LaSalle Bank National Association

By _____
Austin J. Mader, Assistant Vice President

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IN WITNESS WHEREOF, the parties have executed this instrument as the date of the Ninth Post-Assignment Loan Modification Agreement as stated in paragraph A above.

DP LEASEHOLD (ILLINOIS), L.L.C.

By 18-Chai Corp., Manager

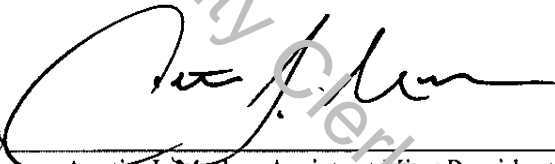
By _____
Lawrence M. Freedman, Vice President

ALTER FINANCIAL LIMITED PARTNERSHIP

By PFA, Inc., General Partner

By _____
Lawrence M. Freedman, Vice President

BANK OF AMERICA, N.A., Successor by Merger to
LaSalle Bank National Association

By  _____
Austin J. Mader, Assistant Vice President

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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

The foregoing instrument was acknowledged before me this 2nd day of August, , by Lawrence M. Freedman, Vice President of 18-Chai Corp., an Illinois corporation, Manager of DP Leasehold (Illinois), L.L.C., an Illinois limited liability company, on behalf of said corporation and said limited liability company.



Judith Ann Cook
Printed Name: JUDITH ANN COOK
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

The foregoing instrument was acknowledged before me this 2nd day of August, , by Lawrence M. Freedman, Vice President of PFA, Inc., an Illinois corporation, General Partner of Alter Financial Limited Partnership, an Illinois limited partnership, on behalf of said corporation and said limited liability company.



Judith Ann Cook
Printed Name: JUDITH ANN COOK
Notary Public

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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

The foregoing instrument was acknowledged before me this 3 day of August, 2018, by Austin J. Mader, Assistant Vice President of Bank of America, N.A., a national banking association, Successor by Merger to LaSalle Bank National Association, on behalf of the association



Kimberly Cobbs
Printed Name: KIMBERLY COBBS
Notary Public

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EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 4.07 CHICAGO CITY DATUM, COOK COUNTY, ILLINOIS.

ALSO TOGETHER WITH;

LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 16.12 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 4.07 CHICAGO CITY DATUM

(EXCEPT FROM THE ABOVE THAT PART THEREOF DESCRIBED AS FOLLOWS:

HOTEL PARCEL B2: THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 16.12 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 4.07 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'54" EAST, ALONG THE SOUTH LINE THEREOF, 165.59 FEET; THENCE NORTH 00°00'06" EAST, 36.24 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'26" EAST, 21.89 FEET; THENCE SOUTH 89°59'52" EAST, 8.62 FEET; THENCE SOUTH 00°06'26" WEST, 21.89 FEET; THENCE NORTH 89°59'52" WEST, 8.62 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

ALSO TOGETHER WITH;

THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 40.34 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 16.12 CHICAGO CITY DATUM

(EXCEPT FROM THE ABOVE THAT PART THEREOF DESCRIBED AS FOLLOWS: THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 40.34 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 16.12 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY

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PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'54" EAST, ALONG THE SOUTH LINE THEREOF, 221.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00° 06' 26" EAST, 5.64 FEET; THENCE NORTH 89° 59' 22" WEST, 2.24 FEET; THENCE NORTH 00°06'26" EAST, 23.15 FEET; THENCE SOUTH 89°53'34" EAST, 0.50 FEET; THENCE NORTH 00°06'26" EAST, 7.36 FEET; THENCE SOUTH 89°53'34" EAST, 1.14 FEET; THENCE NORTH 00°06'26" EAST, 2.16 FEET; THENCE NORTH 89°53'34" WEST, 2.00 FEET; THENCE NORTH 44°53'34" WEST, 11.21 FEET; THENCE NORTH 89°53'34" WEST, 21.58 FEET; THENCE SOUTH 45°06'26" WEST, 4.93 FEET; THENCE SOUTH 00°06'26" WEST, 3.83 FEET; THENCE NORTH 89°53'34" WEST, 3.53 FEET; THENCE SOUTH 00°06'26" WEST, 2.40 FEET; THENCE NORTH 89°53'34" WEST, 8.59 FEET; THENCE SOUTH 00°06'26" WEST, 0.42 FEET; THENCE NORTH 89°59'22" WEST, 9.06 FEET; THENCE NORTH 00°06'26" EAST, 21.91 FEET; THENCE SOUTH 89°59'22" EAST, 8.48 FEET; THENCE NORTH 00°06'26" EAST, 3.73 FEET; THENCE SOUTH 89°53'34" EAST, 1.22 FEET; THENCE NORTH 00°06'26" EAST, 7.18 FEET; THENCE SOUTH 89°53'34" EAST, 7.26 FEET; THENCE SOUTH 01°13'39" EAST, 11.39 FEET; THENCE SOUTH 89°53'34" EAST, 3.13 FEET; THENCE SOUTH 44°38'53" EAST, 5.47 FEET; THENCE SOUTH 89°53'34" EAST, 13.02 FEET; THENCE NORTH 00°06'26" EAST, 15.18 FEET; THENCE SOUTH 89°53'34" EAST, 16.68 FEET; THENCE SOUTH 00°06'26" WEST, 6.90 FEET; THENCE SOUTH 89°53'34" EAST, 11.28 FEET; THENCE SOUTH 00°06'26" WEST, 0.63 FEET; THENCE SOUTH 89°53'34" EAST, 2.51 FEET; THENCE NORTH 00°06'26" EAST, 0.61 FEET; THENCE SOUTH 89°53'34" EAST, 11.25 FEET; THENCE SOUTH 00°06'26" WEST, 8.58 FEET; THENCE NORTH 89°53'34" WEST, 1.59 FEET; THENCE SOUTH 00°06'26" WEST, 1.18 FEET; THENCE SOUTH 89°53'34" EAST, 1.64 FEET; THENCE SOUTH 00°06'26" WEST, 13.92 FEET; THENCE NORTH 89°53'34" WEST, 1.65 FEET; THENCE SOUTH 00°06'26" WEST, 1.64 FEET; THENCE SOUTH 89°53'34" EAST, 1.15 FEET; THENCE SOUTH 00°06'26" WEST, 7.40 FEET; THENCE SOUTH 89°53'34" EAST, 0.48 FEET; THENCE SOUTH 00°06'26" WEST, 14.21 FEET; THENCE NORTH 89°53'34" WEST, 2.99 FEET; THENCE SOUTH 00°06'26" WEST, 7.05 FEET; THENCE SOUTH 89°53'34" EAST, 2.96 FEET; THENCE SOUTH 00°06'30" WEST, 2.25 FEET; THENCE NORTH 89°59'22" WEST, 0.28 FEET; THENCE SOUTH 00° 06' 26" WEST, 5.64 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE NORTH 89° 59' 54" WEST ALONG SAID SOUTH LINE 22.49 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

ALSO TOGETHER WITH;

LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 107.81 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 40.34 CHICAGO CITY DATUM

(EXCEPT FROM THE ABOVE THAT PART THEREOF DESCRIBED AS FOLLOWS: THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14,

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EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 107.81 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 40.34 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'54" EAST, ALONG THE SOUTH LINE THEREOF, 81.28 FEET; THENCE NORTH 00°00'06" EAST, 1.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'26" EAST, 5.78 FEET; THENCE NORTH 89°53'47" WEST, 11.65 FEET; THENCE NORTHWESTERLY 86.26 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 30.81 FEET, CONVEX SOUTHWESTERLY, AND WHOSE CHORD BEARS NORTH 45°10'00" WEST A DISTANCE OF 60.72 FEET; THENCE NORTH 00°03'58" EAST, 12.14 FEET; THENCE NORTH 89°56'02" WEST, 5.73 FEET; THENCE NORTH 00°03'58" EAST, 36.59 FEET; THENCE SOUTH 89°53'47" EAST, 247.43 FEET; THENCE SOUTH 00°06'26" WEST, 96.94 FEET; THENCE NORTH 89°59'22" WEST, 186.88 FEET TO THE POINT OF BEGINNING);

TOGETHER WITH

THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 107.81 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 40.34 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'54" EAST, ALONG THE SOUTH LINE THEREOF, 90.14 FEET; THENCE NORTH 00°00'06" EAST, 36.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'23" EAST, 27.04 FEET; THENCE SOUTH 89°59'37" EAST, 33.40 FEET; THENCE SOUTH 00°00'23" WEST, 19.79 FEET; THENCE NORTH 89°59'37" WEST, 9.23 FEET; THENCE SOUTH 00°00'23" WEST, 5.38 FEET; THENCE NORTH 89°59'37" WEST, 0.55 FEET; THENCE SOUTH 00°00'23" WEST, 1.87 FEET; THENCE NORTH 89°59'37" WEST, 23.62 FEET TO THE POINT OF BEGINNING; ALSO,

THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 107.81 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 40.34 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'54" EAST, ALONG THE SOUTH LINE THEREOF, 134.53 FEET; THENCE NORTH 00°00'06" EAST, 36.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'23" EAST, 27.04 FEET; THENCE SOUTH 89°59'37" EAST, 10.69 FEET; THENCE SOUTH 00°00'23" WEST, 5.41 FEET; THENCE SOUTH 89°59'37" EAST, 8.41 FEET; THENCE SOUTH 00°00'23" WEST, 21.63 FEET; THENCE NORTH 89°59'37" WEST, 19.10 FEET TO THE POINT OF BEGINNING; ALSO,

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THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 107.81 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 40.34 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'54" EAST, ALONG THE SOUTH LINE THEREOF, 175.25 FEET; THENCE NORTH 00°00'06" EAST, 37.86 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'23" EAST, 18.31 FEET; THENCE NORTH 89°59'37" WEST, 3.21 FEET; THENCE NORTH 41°32'13" WEST, 2.11 FEET; THENCE NORTH 89°59'37" WEST, 4.93 FEET; THENCE NORTH 00°00'23" EAST, 5.27 FEET; THENCE SOUTH 89°59'37" EAST, 7.86 FEET; THENCE SOUTH 00°00'23" WEST, 1.89 FEET; THENCE SOUTH 89°59'37" EAST, 6.89 FEET; THENCE SOUTH 00°00'23" WEST, 0.88 FEET; THENCE SOUTH 89°59'37" EAST, 4.26 FEET; THENCE SOUTH 00°00'23" WEST, 5.41 FEET; THENCE NORTH 89°59'37" WEST, 0.97 FEET; THENCE SOUTH 00°00'23" WEST, 16.98 FEET; THENCE NORTH 89°59'37" WEST, 8.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO TOGETHER WITH;

LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 134.76 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 107.81 CHICAGO CITY DATUM

(EXCEPT FROM THE ABOVE THAT PART THEREOF DESCRIBED AS FOLLOWS:

HOTEL PARCEL 3-1: THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 134.76 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 107.81 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'54" EAST, ALONG THE SOUTH LINE THEREOF, 165.81 FEET; THENCE NORTH 00°00'06" EAST, 36.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'23" EAST, 21.67 FEET; THENCE SOUTH 89°59'37" EAST, 9.40 FEET; THENCE SOUTH 00°00'23" WEST, 21.67 FEET; THENCE NORTH 89°59'37" WEST, 9.40 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

ALSO TOGETHER WITH;

LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION

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148.28 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 134.76 CHICAGO CITY DATUM

(EXCEPT FROM THE ABOVE THAT PART THEREOF DESCRIBED AS FOLLOWS:

HOTEL PARCEL 4-1: THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW ELEVATION 148.28 CHICAGO CITY DATUM AND LYING ABOVE ELEVATION 134.76 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'54" EAST, ALONG THE SOUTH LINE THEREOF, 165.46 FEET; THENCE NORTH 00°00'06" EAST, 35.96 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'23" EAST, 27.25 FEET; THENCE SOUTH 89°53'47" EAST, 9.80 FEET; THENCE SOUTH 00°00'23" WEST, 27.25 FEET; THENCE NORTH 89°53'47" WEST, 9.80 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

ALSO TOGETHER WITH;

LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING ABOVE ELEVATION 148.28 CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.