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This document was prepared by and after recording return to:

Rock Fusco & Connelly, LLC Attn.: Patrick Clancy 321 N. Clark Street Suite 2200 Chicago, IL 60654

18001649WF NH 1073



Doc# 1823945068 Fee \$68.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/27/2018 04:17 PM PG: 1 OF 16

TERMINATION OF DECLARATION OF PARTY WALL, COVENANTS, CONDITIONS AND RESTRICTIONS

THIS TERMINATION OF DECLARATION OF PARTY WALL, COVENANTS, CONDITIONS AND RESTRICTIONS (this "Termination") is made as of the 17th day of August, 2018 ("Effective Date"), by HOWE HOLDINGS, LLC, a Delaware limited liability company ("Howe").

#### **RECITALS:**

WHEREAS, Howe is the owner of record of that certain real estate located at 1650 North Elston Avenue, Chicago, Cook County, Illinois, and legally described on Exhibit A (the "Property").

WHEREAS, on January 19, 2001, a Declaration of Pirty Wall, Covenants, Conditions and Restrictions as document number 0010050179, attached life to as Exhibit B, for the maintenance, repair and restrictions of the Party Wall, located on the Property, as more fully described therein (the "Declaration")

WHEREAS, Howe desires to terminate the Declaration as more part cularly described herein.

NOW, THEREFORE, Howe, as record title hold of the Property hereby declares as follow:

#### **TERMINATION:**

- 1. <u>Incorporation of Recitals</u>. The foregoing Recitals are true and correct and are incorporated herein by this reference, as if set forth in their entirety.
- 2. <u>Termination</u>. Pursuant to Section 10.2 of the Declaration and by execution of this Termination, Howe, as sole record owner of the Property, hereby terminates the Declaration as of the Effective Date, and the Declaration shall be null and void and of no further force and effect.

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3. <u>Exhibits</u>. All Exhibits attached to this Termination are hereby incorporated herein by reference.

COOK COUNTY RECORDER OF DEEDS

COOK COUNTY RECORDER OF DEEDS

> COOK COUNTY RECORDER OF DEEDS

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#### **EXHIBIT A**

#### LEGAL DESCRIPTION

PARCEL 1: LOTS 10, 11, 12 AND 13 IN BLOCK 1 IN CHICAGO DISTILLERY COMPANY'S SUBDIVISION OF BLOCK 19 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTIONS 31 AND 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2: LOTS 14, 15, 16, 17, 18, 19, 20, 21 AND 22, AND THE NORTHWESTERLY 9.0 FEET OF LOT 23 IN BLOCK 1 IN CHICAGO DISTILLERY COMPANY'S SUBDIVISION OF BLCCK 19 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTIONS 31 AND 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3: THE NORTHWESTERLY 125 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND: THE SOUTHEASTERLY 16 FEET OF LOT 23 AND LOTS 24, 25, 26, 27 AND 28 AS MEASURED ON THE NORTHEASTERLY LINE OF SAID LOTS IN BLOCK 1 IN CHICAGO DISTILLERY COMPANY'S SUBDIVISION OF BLOCK 19 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTIONS 31 AND 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

14-32-315-006-0000 PINs:

14-32-315-007-0000 14-32-315-016-0000 14-32-315-021-0000

24 CO41 Address of Real Estate: 1650 N. Elston, Chicago, Illinois 50601 C/e/t/s Office

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**EXHIBIT B** 

**DECLARATION** 

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## **UNOFFICIAL COPY**

0010050179

8642/0129 05 001 Page 1 of 11 2001-01-19 12:39:38

This Instrument prepared by, and after recording, pleuse return to:

John F. Purtill Meltzer, Purtill & Stelle 1515 East Woodfield Road Schaumburg, Illinois 60173 2001-01-19 12:39:38 Cook County Recorder 41.00

### DECLARATION OF PARTY WALL, COVENANTS, CONDITIONS AND RESTRICTIONS

Re: 1632 and 1650 North Elston Ave., Chicago, Illinois

THIS DECLARATION OF PARTY WALL, COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made this 17th day of January, 2001, by HOWE HOLDINGS, LLC, a Delaware limited liability company ("Howe").

#### RECITALS

Howe owns a certain parcel of real estate located at 1652 and 1650 North Elston, Cook County, Illinois and legally described on Exhibit A attached her to and made a part hereof ("Real Estate") which is improved with a commercial building commonly known as 1632 N. Elston Ave., Chicago, Illinois and legally described on Exhibit B attached hereto and made a part hereof ("Building 1") and a commercial building commonly known as 1650 N. Elston Ave., Chicago, Illinois and legally described on Exhibit C attached hereto and made a part hereof ("Building 2"; Building 1 and Building 2 are hereinafter collectively referred to as the "Buildings"). Building 1 and Building 2 share a common line of division and has been divided at such line of division by a demising wall ("Party Wall").

Howe desires to establish certain covenants, conditions and restrictions upon the Real Estate, for the mutual and reciprocal benefit and complement of Building 1 and Building 2 and the present and future owners thereof, on the terms and conditions hereinafter set forth.

ACCORDINGLY, Howe as record title holder of the Real Estate hereby declares as follows:

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Requested By: nick.holland, Printed: 8/27/2018 2.55 F

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#### **AGREEMENTS**

#### Definitions. For purposes hereof:

- The term "Owner" or "Owners" shall mean Howe, or with respect to Howe, the Class A Members as to Building 2, and the Class B Members as to Building 1, and any and all successors of assigns of such persons or entities as the owner or owners of fee simple title to all or any portion of the Real Estate covered hereby, whether now or in the future, whether by sale, assignment, irricitance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the horder if any lien or encumbrance on such real property.
- 1.2 The term "Permittees" shall mean the tenant(s) or occupant(s) of the Buildings, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of the Buildings, and/or (ii) such tenant(s) or occupant(s).

#### Maintenance

2.1 General. The Owners of the Real Estate shall maintain the same in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris.

#### 2.2 Buildings.

- Owners covenant to keep and maintain at their sole cost and expense, their Building in such condition and repair so as not to violate applicable legal requirements. In the event of any damage to or destruction of the Buildings, the Owner of such Building shall, at its sole cost and expense, with due diligence, repair, restore and rebuild the Building(s) to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Declaration). Nothing contained in this subparagraph 2.2(a) shall be deemed to allow an Owner to avoid a more stringent obligation for repair, restoration and rebuilding contained in a lease or other written agreement between an Owner and such Owner's Permittee.
- (b) The Buildings, now or in the future constructed on the Real Estate shall be of first quality construction, in conformity with sound architectural and engineering standards, and architecturally designed so that its exterior elevations (including, without limitation, building materials, signs and colors) will be architecturally and aesthetically compatible and harmonious.

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#### 3. Restrictions.

The Buildings shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of the Real Estate which is illegal. In addition to the foregoing, throughout the term of this Declaration, it is expressive declared that neither all nor any portion of Buildings and/or the Real Estate shall be used, directly or indirectly, for purposes of a cocktail lounge; bar (except if incidental to a restaurant); acult book store; adult theatre; adult amusement facility; any facility selling or displaying adult por lographic materials or having such displays; off-track betting establishment; any use involving the use, storage, disposal or handling on the Real Estate of hazardous materials or underground storage trans; any use which creates a nuisance; any facility for the manufacture or sale of ice making or similar machinery, excepting only the current use by Howe Corporation; and any facility for the training, sale boarding or treatment of animals, excepting only the current use by the Windy City K-9 Club.

### 4. Party Wall.

- Owners nor shall any of the Owners have the right to add to or detract from the Party Wall in any manner whatsoever, it being the intention that the Party Wall shall at all times remain in the same position as when erected. If it becomes necessary to repair or rebuild the Party Wall, or any portion thereof, the same shall be rebuilt and erected in the same place where it now stands or will stand upon completion.
- 4.2 <u>Cost of the Party Wall</u>. The cost of maintaining the Party Wall shall be bome equally by the Owners.
- 4.3 Repair of the Party Wall. In the event of damage or destruction of the Party Wall from any cause, other than the negligence of the Owners of the Buildings, the Owners shall, at joint expense, repair or replace the Party Wall, and each party, his successors are assigns, shall have the right to the full use of the Party Wall so repaired or rebuilt. If any Owner's negligence shall cause damage to or destruction of the Party Wall, such negligent party shall bear the cost of repair or reconstruction. If any Owner shall neglect or refuse to pay for its share, or all of such costs in the case of negligence, the other party may have the Party Wall repaired or reconstructed and shall be entitled to have a mechanic's lien on the property of the party so failing to pay for the amount of such defaulting party's share of the repair or replacement cost.
- 4.4 <u>Alterations to the Party Wall</u>. Neither party shall alter or change the Party Wall in any manner, interior decoration excepted, and said Party Wall shall remain in the same location as when erected.
- 4.5 <u>Perpetual Agreement</u>. Each Owner shall have a perpetual easement in that part of the Real Estate of the other on which said Party Wall is located. The easements hereby created are and shall be perpetual and construed as covenants running with the land and each and every

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person accepting a deed to any portion of the Real Estate and/or the Buildings shall be deemed to accept said deed with the understanding that each and every other purchaser is also bound by the provisions herein contained, and each and every purchaser, by accepting a deed which includes either Building I, Building 2 or any portion of the Real Estate shall thereby consent and agree to be bound by the covenants herein contained to the same extent as though he had signed this instrument.

- 5. <u>Insurance</u>. The Owners shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury, death, or property damage occurring upon the Real Estate, with single limit coverage of not less than an aggregate of Five Million Dollars (\$5,000,000.00) including umbrella coverage, if any, and naming each other (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change thereof) as additional insureds. The Owners shall procure and maintain property insurance providing for replacement value coverage for the Real Estate and the Buildings, and naming each other as additional insureds.
- 6. <u>Taxes and Assessments</u>. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its respective Building.
- 7. <u>No Rights in Public; No Implied Easements</u>. Nothing contained herein shall be construed as creating any rights in the general public or as decicating for public use any portion of the Real Estate.

#### 8. Remedies and Enforcement.

- 8.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.
- 8.2 <u>Remedies Cumulative</u>. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.
- 8.3 No Termination for Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon either Building made in good faith for value, but the covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of the Real Estate, or any part thereof, covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.
- 9. Term. The covenants, conditions and restrictions contained in this Declaration shall be effective commencing on the date of recordation of this Declaration in the County Recorder of Cook County, Illinois and shall remain in full force and effect for a period of fifty (50) years

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from and after said date of recordation, unless this Declaration is modified, amended, canceled or terminated by the written consent of all then record Owners of the Real Estate in accordance with paragraph 10.2 herein. The term of this Declaration shall be automatically extended for successive ten (10) year periods unless, prior to the date that the term would have otherwise expired, all of the then record Owners of the Real Estate shall enter into and record a written instrument that shall evidence the consent of all of the then record Owners of the Real Estate to the termination of this Declaration.

#### 10. Miscel an ous.

- 10. 1 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.
- 10.2 Amendment. The Owners agree that the provisions of this Declaration may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Real Estate, or the part thereof as applicable, evidenced by a document that has been fully executed and acknowledged by an each record Owners and recorded in the official records of the County Recorder of Cook County, Illinois.
- 10.3 <u>Consents/Approvals</u>. Any consent or approval of an Owner may be given, denied or conditioned by such Owner in its reasonable discretion and shall not be unreasonably withheld or delayed by such Owner.
- 10.4 No Waiver. No waiver of any default of any obligation of any party hereto shall be implied from any omission by the other party to take any action with respect to such default.
- 10.5 No Agency. Nothing in this Declaration shall be deemed or construed by any Owner or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.
- 10.6 Covenants to Run with Land. It is intended that each of the covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
- 10.7 <u>Grantee's Acceptance</u>. The grantee of the Real Estate or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of the Real Estate, shall accept such deed or contract upon and subject to each and all of the covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successor, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

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- Severability. Each provision of this Declaration and the application thereof to the Real Estate are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration. In the event the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the parties agree to premptly cause such legal description to be prepared. Ownership of the Real Estate by the same prison or entity shall not terminate this Declaration nor in any manner affect or impair the validity or enforceability of this Declaration.
  - Time of Issence. Time is of the essence of this Declaration.
- 10.10 Entire Agreement. This Declaration contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and anderstandings are superseded hereby.
- 10.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, reactor receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Any Owner may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of the current Owner is as JA Clorks follows:

Howe:

Howe Holdings, LLC 1650 N. Elston

Chicago, IL 60612 Attention: Manager

with a copy to:

Windy City K-9 Club, Inc.

1628 N. Elston Avenue Chicago, IL 60623

Attention: Gary Leibovitz

10.12 Governing Law. The laws of the State of Illinois shall govern the interpretation, validity, performance, and enforcement of this Declaration.

- 10.13 Authority. The parties executing this Declaration do hereby warrant and represent that they are duly authorized to execute this Declaration on behalf of each respective entity and that the Declaration as so executed is binding upon such entity according to its terms.
- 10.14 Interpretation. This Declaration shall not be construed for or against any Owner by reason of the authorship or preparation of this document by one or the other Owners.

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Clart's Office

IN WITNESS WHEREOF, Howe written above.

IN WITNESS WHEREOF, Howe has executed this Declaration as of the date first

HOWE HOLDINGS, LLC,

a Delaware limited liability company

By:\_\_ lts:

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COOK COUNTY RECORDER OF DEEDS

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STATE OF ILLINOIS COUNTY OF Cook I, John F. Partill, a Notary Public in and for said County, in the State africand, do hereby certify that Many C. Hove, the Manas or of HOWE MOLDINGS, L.L.C., a Delaware limited liability company ("Howe"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this iay in person and acknowledged that as such \_\_\_\_\_\_\_, he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of Howe, for the uses and purposes therein set forth. GIVEN under my hard and notarial seal, this Mag day of

Diff Clork's Office

OFFICIAL SEAL! JOHN F. PURTILL Notary Public, State of Illinois My Commission Expires 06/19/04

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My Commission expires:

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#### **EXHIBIT A**

#### Legal Description

PARCEL 1: LOTS 10, 11, 12 AND 13 BOTH INCLUSIVE, IN BLOCK 1 IN CHICAGO DISTILLING COMPANY'S SUBDIVISION OF BLOCK 19 IN SHEFFIELD'S ADDITION TO CHIC 4CO, IN SECTIONS 31 AND 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PUNCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 14 TO 22 BOTH INCLUSIVE, AND THE NORTHWESTERLY 9.0 FEET OF LOT 23 IN BLOCK 1 IN CHICAGO DISTILLING COMPANY'S SUBDIVISION OF BLOCK 19 IN SHELFIELD'S ADDITION TO CHICAGO, IN SECTIONS 31 AND 32, TOWNSHIP 40 NOR" II, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLING'IS.

PARCEL 3: THE NORTHWI STERLY 125 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND: THE SOUTHE ASTERLY 16 FEET OF LOT 23 AND LOTS 24, 25, 26, 27 AND 28 AS MEASURED ON THE NORTHEASTERLY LINE OF SAID LOTS IN BLOCK 1 IN CHICAGO DISTILLERY COMPANY', SUBDIVISION OF BLOCK 19 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOV'NSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN's: 14-32-315-006, 14-32-315-007, 14-32-315-016, and 14-32-315-021

Requested By: nick.holland, Printed: 8/27/2016 2.55 PM

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### EXHIBIT B Legal Description of Building 1

THAT PART OF LOTS 10 THROUGH 23 BOTH INCLUSIVE (EXCEPT THE SOUTHEASTERLY 16.0 FEET OF SAID LOT 23) TOGETHER WITH THE NORTH-VESTERLY 125.0 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THE SOUTHEASTERLY 16.0 FEET OF LOT 23 AND LOTS 24, 25, 26, 27 AND 28 (AS MEASURED ON THE NORTHEASTERLY LINE OF SAID LOTS) ALL TAKEN AS A SINGLE TRACT OF LAND, SAID PART OF SAID TRACT BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID TRACT; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 203.27 FEET TO A JOINT BETWEEN AN EXISTING 2 STORY CONCRETE BUILDING AND AN EXISTING 1 STORY BRICK BUILDING (THE NORTHEASTERLY LINE C. SAID TRACT ALSO BEING THE SOUTHWESTERLY LINE OF N. ELSTON AVENUE); THENCE SOUTHWESTERLY ALONG SAID JOINT BETWEEN SAID BUILDINGS AND SAID JOINT EXTENDED TO A POINT ON THE SOUTHWESTERLY LINE OF SALL TRACT (SAID POINT BEING 204.20 FEET NORTHWESTERLY OF THE SOUTHWES CERLY CORNER OF SAID TRACT); THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID TRACT, A DISTANCE OF 204.20 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT (THE SOUTHWESTERLY LINE OF SAID TRACTALSO BEING THE NORTHEASTERLY LINE OF N. BESLY COURT); THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID TRACT TO THE PLACE OF BEGINNING, ALL IN BLOCK 1 IN CHICAGO DISTILLERY COMPANY'S SUPPLYISION OF BLOCK 19 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 750 OFFICE

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### EXHIBIT C Legal Description of Building 2

LOTS 10 THROUGH 23 BOTH INCLUSIVE (EXCEPT THE SOUTHEASTERLY 16.0 FEET). OF SAID LOT 23) TOGETHER WITH THE NORTHWESTERLY 125.0 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THE SOUTHEASTERLY 16.0 FEET OF LOT 23 AND LOTS 24, 25, 26, 27 AND 28 (AS MEASURED ON THE NORTHEASTERLY LINE OF SAID LOTS) ALL TAKEN AS A SINGLE TRACT OF LAND, EXCEPTING FROM SAID TRACT THAT PART BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERS? CORNER OF SAID TRACT; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 203.27 FEET TO A JOINT BETWEEN EXISTING 2 STORY CONCRETE BUILDING AND AN EXISTING 1 STORY BRICK BUILDING (THE NORTHEASTERLY LINE OF SAID TRACT ALSO BEING THE SOUTHWESTERLY LINE OF N. ELSTON AVENUE); THEN SOUTHWESTERLY ALONG FAIL JOINT BETWEEN SAID BUILDINGS AND SAID JOINT EXTENDED TO A POINT OF THE SOUTHWESTERLY LINE OF SAID TRACT (SAID POINT BEING 204.20 FEET NORTHWESTERLY OF THE SOUTHWESTERLY CORNER OF WENCE SOUTHEASTERLY SAID TRACT); ALONG THE SOUTHWESTERLY LINE OF SAID TRACT, A DISTANCE OF 204.20 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT (THE SOUTHWESTERLY LINE OF SAID TRACT ALSO BEING THE NORTHEASTERLY LINE OF N. BESLY COURT); THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID TRACT TO THE PLACE OF BEGINNING, ALL IN BLOCK 1 IN CHICAGO DISTILLERY COMPANY'S SUBDIVISION OF BLOCK 19 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CIt. CORRECTION COOK COUNTY, ILLINOIS.

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IN WITNESS WHEREOF, Howe has executed this Termination as of the date first written above.

### **HOWE HOLDINGS, LLC**

a Delaware limited liability company

Name:

Its: Lavagev

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Market imited liability company, and personally known to me to be the Manager of Howe Holdings, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the forgoing instrument, appeared before me this day in person and severally acknowledged that as such Manager that she signed and delivered the said instrument pursuant to authority given by the Members of said company, as her free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and official seal this

day of August, 2018.

ANDREW G ORTMAN Official Seal Notary Public – State of Illinois My Commission Expires Jul 20, 2021 Notary Public