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EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 11/04/2020 11:39 AM PG: 1 OF 19

PREPARED BY AND UPON  
RECORDATION RETURN TO:

Latham & Watkins LLP  
355 South Grand Avenue  
Los Angeles, California 90071  
Attention: Scott McPhee

Cook County, Illinois

**COLLATERAL ASSIGNMENT OF DECLARANT RIGHTS**

**AGJ 2WD Owner 1 LLC,**  
**a Delaware limited liability company,**

as assignor

To

**DELPHI CRE FUNDING LLC,**  
**a Delaware limited liability company,**

as assignee

Dated: October 27, 2020

Location: Two West Delaware Street,  
Chicago, Illinois 60606  
Unit Nos.: Listed on Exhibit A attached hereto  
APN: Listed on Exhibit A attached hereto

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## COLLATERAL ASSIGNMENT OF DECLARANT RIGHTS

This COLLATERAL ASSIGNMENT OF DECLARANT RIGHTS (this “**Assignment**”) is made as of October 27, 2020 by AGJ 2WD OWNER 1 LLC, a Delaware limited liability company (“**Assignor**”) to and for the benefit of DELPHI CRE FUNDING LLC, a Delaware limited liability company, having an address at c/o ACORE Capital Mortgage, L.P., 80 E. Sir Francis Drake Blvd., Suite 2A, Larkspur, California 94939 (together with its successors and/or assigns, “**Assignee**”).

### RECITALS

A. Pursuant to that certain Loan Agreement dated as of the date hereof between Assignor, certain other Borrowers defined therein, and Assignee, Assignee has agreed to make a Loan to Assignor and such other Borrowers in the original principal amount of up to ONE HUNDRED THIRTY MILLION EIGHT HUNDRED FORTY-FIVE THOUSAND AND 00/100THS DOLLARS (\$130,845,000.00) (as the same may be amended, the “**Loan Agreement**”); capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement; and

B. Borrower is the owner of certain Condominium Units located within the building more particularly described in Exhibit A annexed hereto and made a part hereof (the “**Property**”).

C. The Property is subject to that certain Declaration of Condominium Pursuant to the Condominium Property Act for Walton on the Park South Condominiums dated as of May 20, 2010, recorded with Cook County Recorder of Deeds on May 27, 2010, as Document No. 1014716029, as amended by (i) that certain First Amendment to Declaration of Condominium Pursuant to the Illinois Condominium Property Act for Walton on the Park South Condominiums by Walton on the Park South LLC, an Illinois limited liability company, dated as of July 8, 2010, and recorded with the Cook County Recorder of Deeds on July 19, 2010 as Document No. 1020039084 and rerecorded on August 18, 2010, as Document No. 1023010047, and (ii) that certain Amendment to Declaration of Condominium Pursuant to the Condominium Property Act for Walton on the Park South Condominiums (504 2805) (Storage Locker Exchange) between Patrick Devereux and Residential Tower Seller dated July 19, 2011, and recorded October 17, 2011, with the Cook County Recorder of Deeds as Document Number 1129029068 (said Declaration of Condominium Pursuant to the Condominium Property Act for Walton on the Park South Condominiums, as so amended, is referred to herein as the “**Condominium Declaration**”), pursuant to which Assignor is the “**Declarant**” and the “**Developer**” (each as defined therein).

D. The Property is also subject to that certain Declaration of Covenants, Conditions, Restrictions and Easements: Reciprocal Easement Agreement dated as of May \_\_ [sic], 2010, recorded with the Cook County Recorder of Deeds on May 27, 2010, as Document No. 1014716028, as assigned pursuant to that certain unrecorded Assignment and Assumption of Declarant Rights dated as of March 7, 2011, from Walton on the Park South, LLC, Walton on the Park Commercial, LLC, and Walton on the Park Community Association, LLC, to Delaware Tower South LLC (“**Second Residential Declarant**”), Delaware Commercial South LLC (“**Second Commercial Declarant**”), and Delaware Community Association LLC (“**Second Parking Declarant**”); and as assigned pursuant to that certain Assignment and Assumption of Declarant Rights recorded with the Cook County Recorder of Deeds on March 27, 2014, as Document Number 1408639083, from Second Residential Declarant, Second Commercial Declarant, and Second Parking Declarant, to 2 W Delaware Residences, LLC (“**Third Residential Declarant**”), 2 West Delaware Retail LLC (“**Third Residential Declarant**”), and 2 West Delaware Commercial Parking, LLC (“**Third Residential Declarant**”); and as amended by that certain Amendment to Declaration of Covenants, Conditions, Restrictions and Easements: Reciprocal Easement Agreement dated as of March 10, 2016, recorded with the Cook County Recorder of Deeds on March 14, 2016, as Document No. 1607444025; and as partially further assigned pursuant to that certain Assignment

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and Assumption of Declarant Rights recorded with the Cook County Recorder of Deeds on March 14, 2016, as Document Number 1607419162, Third Residential Declarant to Assignor (the "**Walton South REA**") and together with the Condominium Declaration, individually and collectively, the "**Declaration**"), pursuant to which Assignor is the "Residential Declarant" (as defined therein).

E. The Declaration sets forth, among other things, certain rights and obligations of Assignor with respect to the development, use and operation of the Property (collectively, the "**Declarant Rights**").

F. Assignor desires to collaterally assign to Assignee all of its Declarant Rights on and subject to the terms and conditions contained herein.

## AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Recitals. The Recitals are incorporated hereby by this reference.
2. Assignment. Subject to the terms and conditions in this Assignment and to secure the payment to Assignee of the Note and the Debt, Assignor hereby collaterally assigns, sells, transfers, sets over and delivers unto Assignee, and grants to Assignee a first priority security interest in and to, all of Assignor's right, title and interest in and to the Declarant Rights. To the extent not prohibited by applicable law and subject to the terms and conditions in this Assignment, the foregoing collateral assignment is a present and irrevocable assignment, however, until (i) the occurrence of an Event of Default, and (ii) Assignee's delivery of the Enforcement Notice (as defined below), Assignor may continue to use, receive the benefits of, and enforce its rights under and with respect to, the Declarant Rights in accordance with the terms and conditions thereof. Upon or at any time during the existence of an Event of Default, Assignee may, at its option, give written notice of this Assignment to Assignor (an "**Enforcement Notice**") and may demand, receive and enforce the aforesaid rights, interests and benefits under and in accordance with the terms of the Declarant Rights. Assignor hereby appoints Assignee its true, lawful and irrevocable attorney-in-fact, with power of attorney (with appointment is coupled with an interest), effective only upon and during the existence of an Event of Default, to demand, receive and enforce any rights, interests and benefits accruing to Assignor under or with respect to the Declarant Rights as provided herein, and to sue, either in the name of Assignor or in the name of Assignee, or both, in connection with said Declarant Rights. This Assignment is irrevocable and shall remain in full force and effect until and unless (a) there is payment in full of Debt and satisfaction in full of all Obligations of Assignor under the Loan Documents, or (b) Assignor is released in writing by Assignee. Assignor represents and warrants that it has not executed, and covenants and agrees that it shall not execute, any other assignment of the Declarant Rights to any other Person (other than to Assignee pursuant to Section 1 of the Mortgage). To the maximum extent permitted by law, Assignor and Assignee further agree that, during the term of this Assignment, the Declarant Rights shall not constitute property of Assignor (or of any estate of Assignor) within the meaning of 11 U.S.C. Section 541, as amended from time to time.
3. This Assignment is given as collateral security for the purpose of further securing:
  - (a) present and future liabilities and obligations owing or incurred by Assignor to Assignee under or with respect to any Loan Documents;
  - (b) payment and performance of all covenants, conditions, liabilities and obligations of Assignor to the Assignee contained in this Assignment and the other Loan Documents;

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(c) payment and performance of all amounts advanced by the Assignee in future advances (“**Future Advances**”) and other obligations that Assignor or the then record owner of all or part of the Property may agree to pay and /or perform for the benefit of the Assignee, when such Future Advance or obligations is evidenced by an instrument in writing which recites that it is secured by this Assignment, whether such advances are obligatory or to be made at the option of the relevant secured parties or otherwise, to the same extent as if such Future Advances were made on the date of execution of this Security Instrument; and

(d) all modifications, extensions, novations and renewals of any of the obligations secured hereby evidenced in writing.

4. No Assumption by Assignee. Assignor agrees that Assignee does not assume any of Assignor’s obligations or duties concerning the Declarant Rights unless and until an Event of Default shall exist and Assignee has exercised its rights hereunder by delivering an Enforcement Notice to Assignor. Upon, and only upon, giving such Enforcement Notice, if any, Assignee assumes the obligations of Assignor under the Declarant Rights. Assignor agrees that any such assumption by Assignee of Assignor’s obligations under the Declarant Rights shall be solely prospective, and Assignee shall have no liability for the antecedent obligations, duties and defaults of Assignor prior to giving an Enforcement Notice. Nothing in this Assignment shall relieve Assignor of any obligation or liability under or with respect to the Declarant Rights or, except as expressly set forth herein, be construed to impose any liability or obligation upon Assignee under or with respect to the Declarant Rights.

5. Indemnification. Assignor hereby agrees to indemnify, defend and hold Assignee harmless from and against any and all Losses which Assignee may actually incur, by virtue of exercising any of its rights under this Assignment, except to the extent such Losses result from the fraud, bad faith, gross negligence, illegal acts or willful misconduct of Assignee. Should Assignee incur any such Loss, the amount thereof, together with interest and/or any sums advanced by Assignee in respect of such Loss, at the Default Rate (upon the occurrence and during the continuance of an Event of Default), shall be secured hereby and by the other Loan Documents, and Assignor shall reimburse Assignee therefor promptly upon receipt of written demand.

6. Further Acts. Subject to the terms of the Loan Documents, each party hereby covenants that it will, and at any time and from time to time, upon written request therefor, execute and deliver to the other parties or their successors, nominees and assigns any necessary new or confirmatory instruments which may reasonably be requested in order to carry out the assignment and assumption of the Declarant Rights as provided herein.

7. Successors and Assigns. This Assignment, together with the agreements and warranties contained herein, shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon Assignor, its successors and assigns.

8. Governing Law. WITH RESPECT TO MATTERS RELATING TO THE CREATION, PERFECTION AND PROCEDURES RELATING TO THE ENFORCEMENT OF THE LIENS CREATED PURSUANT TO THIS ASSIGNMENT (INCLUDING, WITHOUT LIMITATION, FORECLOSURE), THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED (WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF), IT BEING UNDERSTOOD THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH AND TO THE FULLEST EXTENT PERMITTED BY THE LAW OF THE STATE IN WHICH THE PROPERTY IS LOCATED, AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE LOAN DOCUMENTS, THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO PRINCIPLES

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OF CONFLICTS OF LAWS (OTHER THAN §§ 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW)) SHALL GOVERN ALL MATTERS RELATING TO THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS AND ALL OF THE INDEBTEDNESS OR OBLIGATIONS ARISING HEREUNDER OR THEREUNDER PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW. ALL PROVISIONS OF THE LOAN AGREEMENT INCORPORATED HEREIN BY REFERENCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF) PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW. ASSIGNOR (A) AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT MAY BE BROUGHT IN A COURT OF RECORD IN THE COUNTY WHERE THE PROPERTY IS LOCATED OR IN THE COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF ILLINOIS, (B) CONSENTS TO THE JURISDICTION OF EACH SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING AND (C) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY OF SUCH COURTS AND ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

9. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

10. Termination of Assignment. Notwithstanding anything to the contrary contained herein or in any Loan Document, upon payment in full of the Debt, this Assignment shall become and be void and of no effect, and Assignee shall deliver to Assignor a recordable release or termination of this Assignment to be recorded in all appropriate recording offices.

[Signatures appear on the next page]

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IN WITNESS WHEREOF, this Assignment has been executed by Assignor as of the day and year first above written.

## ASSIGNOR:

**AGJ 2WD OWNER 1 LLC,**  
a Delaware limited liability company

By: AGJ 2WD Parent LLC, a Delaware limited liability company, its sole member

By: AGJ 2WD Holdings LLC, a Delaware limited liability company, its sole member

By: AG REAL ESTATE MANAGER, INC.,  
a Delaware corporation, its manager

By:   
Name: ALEXANDER CHAN  
Title: VICE PRESIDENT

STATE OF [ ] )  
 ) ss.:  
COUNTY OF [ ] )

On this \_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

*see attached*



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## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles )

On 10/23/2020 before me, O. Lutz, Notary Public  
(insert name and title of the officer)

personally appeared Alexander Chan,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



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## EXHIBIT A

### Legal Description

All the certain land located in Cook County, Illinois, described as follows:

Common Address: Two Delaware Place, Chicago, Illinois, and commonly known as "Walton on the Park South Condominium".

PARCEL 1 (Owner: AGJ 2WD Owner 1 LLC, a Delaware limited liability company)

UNITS 301, 303, 304, 401, 402, 403, 404, 501, 502, 503, 601, 602, 603, 604, 702, 704, 802, 803, 804, 901, 902, 903, 906, 908, 1001, 1004, 1005, 1006, 1007, 1101, 1102, 1103, 1104, 1105, 1107, 1108, 1201, 1202, 1203, 1204, 1207, 1301, 1302, 1303, 1304, 1305, 1306, 1308, 1401, 1403, 1404, 1405, 1407, 1408, 1501, 1502, 1503, 1505, 1507, 1508, 1601, 1602, 1603, 1604, 1605, 1606, 1608, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1801, 1802, 1803, 1804, 1805, 1806, 1901, 1902, 1903, 1904, 1905, 1906, 1908, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2201, 2202, 2203, 2204, 2205, 2206, 2301, 2302, 2303, 2304, 2306, 2307, 2308, 2401, 2402, 2403, 2404, 2405, 2406, 2501, 2502, 2503, 2504, 2601, 2602, 2603, 2604, 2607, 2701, 2703, 2704, 2705, 2706, 2801, 2802, 2803, 2804, 2805, 2901, 2902, 2904, 2905, 2906, 2907, 3001, 3005, 3006, 3007, 3101, 3102, 3105, 3106, GU-1 THROUGH GU-20 AND INCLUDING GU-21, GU-23, GU-24, GU-25, GU-26, GU-27, GU-28, GU-29, GU-30, GU-31, GU-32, GU-33, GU-34, GU-36, GU-37, GU-38, GU-40, GU-41, GU-42, GU-43, GU-44, GU-45, GU-48, GU-51, GU-52, GU-53, GU-54, GU-55, GU-56, GU-57, GU-59, GU-61, GU-62, GU-64, GU-65, GU-66, GU-67, GU-68, GU-71, GU-72, GU-73, GU-74, GU-75, GU-76, GU-78, GU-79, GU-80, GU-81, GU-82, GU-83, GU-84, GU-85, GU-87, GU-88, GU-89, GU-90, GU-91, GU-92, GU-93, GU-94, GU-95, GU-96, GU-97, GU-102, GU-103, GU-104, GU-105, GU-106, GU-107, GU-108, GU-109, GU-110, GU-111, GU-112, GU-113, GU-114, GU-115, GU-116, GU-117, GU-118, GU-119, GU-120, GU-121, GU-125, GU-126, GU-127, GU-128, GU-129, GU-130, GU-131, GU-132, GU-133, GU-134, GU-140, GU-141, GU-147, GU-148, GU-149, GU-150, GU-151, GU-152, GU-156, GU-157, GU-158, GU-159, GU-160, GU-162, GU-163, GU-164, GU-167, GU-168, GU-173, GU-175, GU-176, GU-177, GU-178, GU-179, GU-180, GU-181, GU-184, GU-185, GU-187, GU-188, GU-189, GU-191, GU-192, GU-193, GU-194, GU-195, GU-196, GU-197, GU-198, GU-201, GU-202, GU-203, GU-204, GU-205, GU-206, GU-207, GU-208, GU-209, GU-211, GU-212, GU-213, GU-215, GU-216, GU-218, GU-219, GU-220, GU-221, GU-222, GU-223, GU-224, GU-264, GU-286, GU-298, GU-307, GU-308, GU-309, GU-310, GU-311, GU-312, GU-313, GU-314, GU-315, GU-316, GU-317, GU-318, GU-319, GU-321, GU-322, GU-323, GU-324, GU-325, GU-326, GU-327, GU-328, GU-329, GU-330, GU-331, GU-332, GU-333, GU-334, GU-335, GU-336, GU-337, GU-338, GU-340, GU-341 IN WALTON ON THE PARK SOUTH CONDOMINIUM, AS DELINEATED ON THE PLAT ATTACHED TO DECLARATION OF CONDOMINIUM RECORDED MAY 27, 2010 AS DOCUMENT NUMBER 1014716029 BEING LOCATED ON LOT 5 IN WALTON ON THE PARK SUBDIVISION, RECORDED SEPTEMBER 10, 2008 AS DOCUMENT NUMBER 0825418053, IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4 AND IN THE SOUTH FRACTIONAL HALF OF SECTION 3, ALL IN TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM MADE BY WALTON ON THE PARK SOUTH, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS AMENDED BY FIRST AMENDMENT RECORDED JULY 19, 2010 AS DOCUMENT NUMBER 1020039084, AND RE-RECORDED ON AUGUST 18, 2010 AS DOCUMENT NUMBER 1023010047, AND AMENDMENT RECORDED OCTOBER 17, 2011 AS DOCUMENT NUMBER 1129029068, TOGETHER WITH ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.



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ALSO, THE FOLLOWING EASEMENT PARCELS SHOWN BELOW FOR THE BENEFIT OF LOT 5 IN WALTON ON THE PARK SUBDIVISION, AFORESAID;

NON-EXCLUSIVE PERMANENT ENCROACHMENT EASEMENT, AS DESCRIBED IN TEMPORARY CONSTRUCTION EASEMENTS AND EASEMENTS FOR PERMANENT ENCROACHMENTS RECORDED MARCH 19, 2009 AS DOCUMENT NUMBER 0907822026.

NON-EXCLUSIVE GRANT OF EASEMENT FOR ENCROACHMENT OF CONNECTION DEVICES AS DESCRIBED IN DECLARATION OF EASEMENTS FOR MUTUAL ENCROACHMENTS AND MAINTENANCE OF FACILITIES: WALTON MANSIONS AND WALTON SOUTH RECORDED MARCH 19, 2009 AS DOCUMENT NUMBER 0907822030.

NON-EXCLUSIVE EASEMENTS DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS RESTRICTIONS AND EASEMENTS: RECIPROCAL EASEMENT AGREEMENT RECORDED MAY 27, 2010 AS DOCUMENT NUMBER 1014716028, AS FURTHER AFFECTED BY THE AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS: RECIPROCAL EASEMENT AGREEMENT, TO BE RECORDED SIMULTANEOUSLY HERewith

NON-EXCLUSIVE EASEMENTS FOR ACCESS, CONSTRUCTION, ENCROACHMENT, INSTALLATION AND MAINTENANCE OF CONNECTION DEVICES, AS DESCRIBED IN DECLARATION OF EASEMENTS FOR ACCESS, CONSTRUCTION, ENCROACHMENTS AND SHARED FACILITIES, RECORDED MAY 17, 2010 AS DOCUMENT NUMBER 1013118085, AND THE TERMS AND CONDITIONS THEREOF, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF EASEMENTS FOR ACCESS, CONSTRUCTION, ENCROACHMENTS AND SHARED FACILITIES RECORDED APRIL 30, 2015 AS DOCUMENT NO. 1512041141.

PARCEL 2 (Owner: AGJ 2WD Owner 2 LLC, a Delaware limited liability company)

UNIT 3107 IN WALTON ON THE PARK SOUTH CONDOMINIUM, AS DELINEATED ON THE PLAT ATTACHED TO DECLARATION OF CONDOMINIUM RECORDED MAY 27, 2010 AS DOCUMENT NUMBER 1014716029, AS AMENDED FROM TIME TO TIME, BEING LOCATED ON LOT 5 IN WALTON ON THE PARK SUBDIVISION, RECORDED SEPTEMBER 10, 2008 AS DOCUMENT NUMBER 0825418053, IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4 AND IN THE SOUTH FRACTIONAL HALF OF SECTION 3, ALL IN TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM MADE BY WALTON ON THE PARK SOUTH, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS AMENDED BY FIRST AMENDMENT RECORDED JULY 19, 2010 AS DOCUMENT NUMBER 1020039084, AND RE-RECORDED ON AUGUST 18, 2010 AS DOCUMENT NUMBER 1023010047, AND AMENDMENT RECORDED OCTOBER 17, 2011 AS DOCUMENT NUMBER 1129029068, TOGETHER WITH ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

ALSO THE FOLLOWING EASEMENT PARCELS SHOWN BELOW FOR THE BENEFIT OF LOT 5 IN WALTON ON THE PARK SUBDIVISION, AFORESAID;

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NON-EXCLUSIVE PERMANENT ENCROACHMENT EASEMENT, AS DESCRIBED IN TEMPORARY CONSTRUCTION EASEMENTS AND EASEMENTS FOR PERMANENT ENCROACHMENTS RECORDED MARCH 19, 2009 AS DOCUMENT NUMBER 0907822026.

NON-EXCLUSIVE GRANT OF EASEMENT FOR ENCROACHMENT OF CONNECTION DEVICES AS DESCRIBED IN DECLARATION OF EASEMENTS FOR MUTUAL ENCROACHMENTS AND MAINTENANCE OF FACILITIES: WALTON MANSIONS AND WALTON SOUTH RECORDED MARCH 19, 2009 AS DOCUMENT NUMBER 0907822030.

NON-EXCLUSIVE EASEMENTS AS DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS RESTRICTIONS AND EASEMENTS: RECIPROCAL EASEMENT AGREEMENT RECORDED MAY 27, 2010 AS DOCUMENT NUMBER 1014716028, AS FURTHER AFFECTED BY THE AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS: RECIPROCAL EASEMENT AGREEMENT, TO BE RECORDED SIMULTANEOUSLY HEREWITH.

NON-EXCLUSIVE EASEMENTS FOR ACCESS, CONSTRUCTION, ENCROACHMENT, INSTALLATION AND MAINTENANCE OF CONNECTION DEVICES, AS DESCRIBED IN DECLARATION OF EASEMENTS FOR ACCESS, CONSTRUCTION, ENCROACHMENTS AND SHARED FACILITIES, RECORDED MAY 11, 2010 AS DOCUMENT NUMBER 1013118085, AND THE TERMS AND CONDITIONS THEREOF, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF EASEMENTS FOR ACCESS, CONSTRUCTION, ENCROACHMENTS AND SHARED FACILITIES RECORDED APRIL 30, 2015 AS DOCUMENT NO. 1512041141.

PARCEL 3 (Owner: AGJ 2WD Owner 3 LLC, a Delaware limited liability company)

UNIT 302 IN WALTON ON THE PARK SOUTH CONDOMINIUM, AS DELINEATED ON THE PLAT ATTACHED TO DECLARATION OF CONDOMINIUM RECORDED MAY 27, 2010 AS DOCUMENT NUMBER 1014716029, AS AMENDED FROM TIME TO TIME, BEING LOCATED ON LOT 5 IN WALTON ON THE PARK SUBDIVISION, RECORDED SEPTEMBER 10, 2008 AS DOCUMENT NUMBER 0825418053, IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4 AND IN THE SOUTH FRACTIONAL HALF OF SECTION 3, ALL IN TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM MADE BY WALTON ON THE PARK SOUTH, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS AMENDED BY FIRST AMENDMENT RECORDED JULY 19, 2010 AS DOCUMENT NUMBER 1020039084, AND RE-RECORDED ON AUGUST 18, 2010 AS DOCUMENT NUMBER 1023010047, AND AMENDMENT RECORDED OCTOBER 17, 2011 AS DOCUMENT NUMBER 1129029068, TOGETHER WITH ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

ALSO, THE FOLLOWING EASEMENT PARCELS SHOWN BELOW FOR THE BENEFIT OF LOT 5 IN WALTON ON THE PARK SUBDIVISION, AFORESAID;

NON-EXCLUSIVE PERMANENT ENCROACHMENT EASEMENT, AS DESCRIBED IN TEMPORARY CONSTRUCTION EASEMENTS AND EASEMENTS FOR PERMANENT ENCROACHMENTS RECORDED MARCH 19, 2009 AS DOCUMENT NUMBER 0907822026.

NON-EXCLUSIVE GRANT OF EASEMENT FOR ENCROACHMENT OF CONNECTION DEVICES AS DESCRIBED IN DECLARATION OF EASEMENTS FOR MUTUAL ENCROACHMENTS AND

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MAINTENANCE OF FACILITIES: WALTON MANSIONS AND WALTON SOUTH RECORDED MARCH 19, 2009 AS DOCUMENT NUMBER 0907822030.

NON-EXCLUSIVE EASEMENTS AS DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS RESTRICTIONS AND EASEMENTS: RECIPROCAL EASEMENT AGREEMENT RECORDED MAY 27, 2010 AS DOCUMENT NUMBER 1014716028, AS FURTHER AFFECTED BY THE AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS: RECIPROCAL EASEMENT AGREEMENT, TO BE RECORDED SIMULTANEOUSLY HEREWITH.

NON-EXCLUSIVE EASEMENTS FOR ACCESS, CONSTRUCTION, ENCROACHMENT, INSTALLATION, AND MAINTENANCE OF CONNECTION DEVICES, AS DESCRIBED IN DECLARATION OF EASEMENTS FOR ACCESS, CONSTRUCTION, ENCROACHMENTS AND SHARED FACILITIES, RECORDED MAY 11, 2010 AS DOCUMENT NUMBER 1013118085, AND THE TERMS AND CONDITIONS THEREOF, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF EASEMENTS FOR ACCESS, CONSTRUCTION, ENCROACHMENTS AND SHARED FACILITIES RECORDED APRIL 30, 2015 AS DOCUMENT NO. 1512041141.

PARCEL 4 (Owner: AGJ 2WD Owner 4 LLC, a Delaware limited liability company)

UNIT 1402 IN WALTON ON THE PARK SOUTH CONDOMINIUM, AS DELINEATED ON THE PLAT ATTACHED TO DECLARATION OF CONDOMINIUM RECORDED MAY 27, 2010 AS DOCUMENT NUMBER 1014716029, BEING LOCATED ON LOT 5 IN WALTON ON THE PARK SUBDIVISION, RECORDED SEPTEMBER 10, 2008 AS DOCUMENT NUMBER 0825418053, AS AMENDED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4 AND IN THE SOUTH FRACTIONAL HALF OF SECTION 3, ALL IN TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM MADE BY WALTON ON THE PARK SOUTH, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS AMENDED BY FIRST AMENDMENT RECORDED JULY 19, 2010 AS DOCUMENT NUMBER 1020039084, AND RE-RECORDED ON AUGUST 18, 2010 AS DOCUMENT NUMBER 1023010047, AND AMENDMENT RECORDED OCTOBER 17, 2011 AS DOCUMENT NUMBER 1129029067, TOGETHER WITH ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

ALSO, THE FOLLOWING EASEMENT PARCELS SHOWN BELOW FOR THE BENEFIT OF LOT 5 IN WALTON ON THE PARK SUBDIVISION, AFORESAID;

NON-EXCLUSIVE PERMANENT ENCROACHMENT EASEMENT, AS DESCRIBED IN TEMPORARY CONSTRUCTION EASEMENTS AND EASEMENTS FOR PERMANENT ENCROACHMENTS RECORDED MARCH 19, 2009 AS DOCUMENT NUMBER 0907822026.

NON-EXCLUSIVE GRANT OF EASEMENT FOR ENCROACHMENT OF CONNECTION DEVICES AS DESCRIBED IN DECLARATION OF EASEMENTS FOR MUTUAL ENCROACHMENTS AND MAINTENANCE OF FACILITIES: WALTON MANSIONS AND WALTON SOUTH RECORDED MARCH 19, 2009 AS DOCUMENT NUMBER 0907822030.

NON-EXCLUSIVE EASEMENTS DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS RESTRICTIONS AND EASEMENTS: RECIPROCAL EASEMENT AGREEMENT RECORDED MAY 27, 2010 AS DOCUMENT NUMBER 1014716028, AS FURTHER AFFECTED BY THE AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND

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EASEMENTS: RECIPROCAL EASEMENT AGREEMENT, TO BE RECORDED  
SIMULTANEOUSLY HERewith.

NON-EXCLUSIVE EASEMENTS FOR ACCESS, CONSTRUCTION, ENCROACHMENT,  
INSTALLATION AND MAINTENANCE OF CONNECTION DEVICES, AS DESCRIBED IN  
DECLARATION OF EASEMENTS FOR ACCESS, CONSTRUCTION, ENCROACHMENTS AND  
SHARED FACILITIES, RECORDED MAY 11, 2010 AS DOCUMENT NUMBER 1013118085, AND  
THE TERMS AND CONDITIONS THEREOF, AS AMENDED BY FIRST AMENDMENT TO  
DECLARATION OF EASEMENTS FOR ACCESS, CONSTRUCTION, ENCROACHMENTS AND  
SHARED FACILITIES RECORDED APRIL 30, 2015 AS DOCUMENT NO. 1512041141.

Schedule of Tax Lot Nos./Permanent Index Nos./APNs:

17-04-435-034-1001 (affects Unit 301)  
17-04-435-034-1002 (affects Unit 302)  
17-04-435-034-1003 (affects Unit 303)  
17-04-435-034-1004 (affects Unit 304)  
17-04-435-034-1005 (affects Unit 401)  
17-04-435-034-1006 (affects Unit 402)  
17-04-435-034-1007 (affects Unit 403)  
17-04-435-034-1008 (affects Unit 404)  
17-04-435-034-1009 (affects Unit 501)  
17-04-435-034-1010 (affects Unit 502)  
17-04-435-034-1011 (affects Unit 503)  
17-04-435-034-1013 (affects Unit 601)  
17-04-435-034-1014 (affects Unit 602)  
17-04-435-034-1015 (affects Unit 603)  
17-04-435-034-1016 (affects Unit 604)  
17-04-435-034-1018 (affects Unit 702)  
17-04-435-034-1020 (affects Unit 704)  
17-04-435-034-1022 (affects Unit 802)  
17-04-435-034-1023 (affects Unit 803)  
17-04-435-034-1024 (affects Unit 804)  
17-04-435-034-1029 (affects Unit 901)  
17-04-435-034-1030 (affects Unit 902)  
17-04-435-034-1031 (affects Unit 903)  
17-04-435-034-1034 (affects Unit 906)  
17-04-435-034-1036 (affects Unit 908)  
17-04-435-034-1037 (affects Unit 1001)  
17-04-435-034-1040 (affects Unit 1004)  
17-04-435-034-1041 (affects Unit 1005)  
17-04-435-034-1042 (affects Unit 1006)  
17-04-435-034-1043 (affects Unit 1007)  
17-04-435-034-1045 (affects Unit 1101)  
17-04-435-034-1046 (affects Unit 1102)  
17-04-435-034-1047 (affects Unit 1103)  
17-04-435-034-1048 (affects Unit 1104)  
17-04-435-034-1049 (affects Unit 1105)  
17-04-435-034-1051 (affects Unit 1107)  
17-04-435-034-1052 (affects Unit 1108)  
17-04-435-034-1053 (affects Unit 1201)

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17-04-435-034-1054 (affects Unit 1202)  
17-04-435-034-1055 (affects Unit 1203)  
17-04-435-034-1056 (affects Unit 1204)  
17-04-435-034-1059 (affects Unit 1207)  
17-04-435-034-1061 (affects Unit 1301)  
17-04-435-034-1062 (affects Unit 1302)  
17-04-435-034-1063 (affects Unit 1303)  
17-04-435-034-1064 (affects Unit 1304)  
17-04-435-034-1065 (affects Unit 1305)  
17-04-435-034-1066 (affects Unit 1306)  
17-04-435-034-1068 (affects Unit 1308)  
17-04-435-034-1069 (affects Unit 1401)  
17-04-435-034-1070 (affects Unit 1402)  
17-04-435-034-1071 (affects Unit 1403)  
17-04-435-034-1072 (affects Unit 1404)  
17-04-435-034-1073 (affects Unit 1405)  
17-04-435-034-1075 (affects Unit 1407)  
17-04-435-034-1076 (affects Unit 1408)  
17-04-435-034-1077 (affects Unit 1501)  
17-04-435-034-1078 (affects Unit 1502)  
17-04-435-034-1079 (affects Unit 1503)  
17-04-435-034-1081 (affects Unit 1505)  
17-04-435-034-1083 (affects Unit 1507)  
17-04-435-034-1084 (affects Unit 1508)  
17-04-435-034-1085 (affects Unit 1601)  
17-04-435-034-1086 (affects Unit 1602)  
17-04-435-034-1087 (affects Unit 1603)  
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17-04-435-034-1089 (affects Unit 1605)  
17-04-435-034-1090 (affects Unit 1606)  
17-04-435-034-1092 (affects Unit 1608)  
17-04-435-034-1093 (affects Unit 1701)  
17-04-435-034-1094 (affects Unit 1702)  
17-04-435-034-1095 (affects Unit 1703)  
17-04-435-034-1096 (affects Unit 1704)  
17-04-435-034-1097 (affects Unit 1705)  
17-04-435-034-1098 (affects Unit 1706)  
17-04-435-034-1099 (affects Unit 1707)  
17-04-435-034-1101 (affects Unit 1801)  
17-04-435-034-1102 (affects Unit 1802)  
17-04-435-034-1103 (affects Unit 1803)  
17-04-435-034-1104 (affects Unit 1804)  
17-04-435-034-1105 (affects Unit 1805)  
17-04-435-034-1106 (affects Unit 1806)  
17-04-435-034-1109 (affects Unit 1901)  
17-04-435-034-1110 (affects Unit 1902)  
17-04-435-034-1111 (affects Unit 1903)  
17-04-435-034-1112 (affects Unit 1904)  
17-04-435-034-1113 (affects Unit 1905)  
17-04-435-034-1114 (affects Unit 1906)  
17-04-435-034-1116 (affects Unit 1908)



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17-04-435-034-1117 (affects Unit 2001)  
17-04-435-034-1118 (affects Unit 2002)  
17-04-435-034-1119 (affects Unit 2003)  
17-04-435-034-1120 (affects Unit 2004)  
17-04-435-034-1121 (affects Unit 2005)  
17-04-435-034-1122 (affects Unit 2006)  
17-04-435-034-1123 (affects Unit 2007)  
17-04-435-034-1124 (affects Unit 2008)  
17-04-435-034-1125 (affects Unit 2101)  
17-04-435-034-1126 (affects Unit 2102)  
17-04-435-034-1127 (affects Unit 2103)  
17-04-435-034-1128 (affects Unit 2104)  
17-04-435-034-1129 (affects Unit 2105)  
17-04-435-034-1130 (affects Unit 2106)  
17-04-435-034-1131 (affects Unit 2107)  
17-04-435-034-1132 (affects Unit 2108)  
17-04-435-034-1133 (affects Unit 2201)  
17-04-435-034-1134 (affects Unit 2202)  
17-04-435-034-1135 (affects Unit 2203)  
17-04-435-034-1136 (affects Unit 2204)  
17-04-435-034-1137 (affects Unit 2205)  
17-04-435-034-1138 (affects Unit 2206)  
17-04-435-034-1141 (affects Unit 2301)  
17-04-435-034-1142 (affects Unit 2302)  
17-04-435-034-1143 (affects Unit 2303)  
17-04-435-034-1144 (affects Unit 2304)  
17-04-435-034-1146 (affects Unit 2306)  
17-04-435-034-1147 (affects Unit 2307)  
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17-04-435-034-1169 (affects Unit 2607)  
17-04-435-034-1170 (affects Unit 2701)  
17-04-435-034-1172 (affects Unit 2703)  
17-04-435-034-1173 (affects Unit 2704)  
17-04-435-034-1174 (affects Unit 2705)  
17-04-435-034-1175 (affects Unit 2706)  
17-04-435-034-1177 (affects Unit 2801)  
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17-04-435-034-1179 (affects Unit 2803)  
17-04-435-034-1180 (affects Unit 2804)  
17-04-435-034-1181 (affects Unit 2805)  
17-04-435-034-1184 (affects Unit 2901)  
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17-04-435-034-1189 (affects Unit 2907)  
17-04-435-034-1190 (affects Unit 3001)  
17-04-435-034-1193 (affects Unit 3005)  
17-04-435-034-1194 (affects Unit 3006)  
17-04-435-034-1195 (affects Unit 3007)  
17-04-435-034-1196 (affects Unit 3101)  
17-04-435-034-1197 (affects Unit 3102)  
17-04-435-034-1199 (affects Unit 3105)  
17-04-435-034-1200 (affects Unit 3106)  
17-04-435-034-1201 (affects Unit 3107)

17-04-435-034-1202 (affects Unit GU-1)  
17-04-435-034-1203 (affects Unit GU-2)  
17-04-435-034-1204 (affects Unit GU-3)  
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17-04-435-034-1234 (affects Unit GU-34)  
17-04-435-034-1236 (affects Unit GU-36)  
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17-04-435-034-1296 (affects Unit GU-96)

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17-04-435-034-1297 (affects Unit GU-97)  
17-04-435-034-1302 (affects Unit GU-102)  
17-04-435-034-1303 (affects Unit GU-103)  
17-04-435-034-1304 (affects Unit GU-104)  
17-04-435-034-1305 (affects Unit GU-105)  
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17-04-435-034-1316 (affects Unit GU-116)  
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17-04-435-034-1340 (affects Unit GU-140)  
17-04-435-034-1341 (affects Unit GU-141)  
17-04-435-034-1347 (affects Unit GU-147)  
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17-04-435-034-1356 (affects Unit GU-156)  
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17-04-435-034-1362 (affects Unit GU-162)  
17-04-435-034-1363 (affects Unit GU-163)  
17-04-435-034-1364 (affects Unit GU-164)  
17-04-435-034-1365 (affects Unit GU-167)  
17-04-435-034-1366 (affects Unit GU-168)  
17-04-435-034-1368 (affects Unit GU-173)  
17-04-435-034-1369 (affects Unit GU-175)

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17-04-435-034-1370 (affects Unit GU-176)  
17-04-435-034-1371 (affects Unit GU-177)  
17-04-435-034-1372 (affects Unit GU-178)  
17-04-435-034-1373 (affects Unit GU-179)  
17-04-435-034-1374 (affects Unit GU-180)  
17-04-435-034-1375 (affects Unit GU-181)  
17-04-435-034-1378 (affects Unit GU-184)  
17-04-435-034-1379 (affects Unit GU-185)  
17-04-435-034-1381 (affects Unit GU-187)  
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17-04-435-034-1385 (affects Unit GU-191)  
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17-04-435-034-1399 (affects Unit GU-206)  
17-04-435-034-1400 (affects Unit GU-207)  
17-04-435-034-1401 (affects Unit GU-208)  
17-04-435-034-1402 (affects Unit GU-209)  
17-04-435-034-1404 (affects Unit GU-211)  
17-04-435-034-1405 (affects Unit GU-212)  
17-04-435-034-1406 (affects Unit GU-213)  
17-04-435-034-1408 (affects Unit GU-215)  
17-04-435-034-1409 (affects Unit GU-216)  
17-04-435-034-1411 (affects Unit GU-218)  
17-04-435-034-1412 (affects Unit GU-219)  
17-04-435-034-1413 (affects Unit GU-220)  
17-04-435-034-1414 (affects Unit GU-221)  
17-04-435-034-1415 (affects Unit GU-222)  
17-04-435-034-1416 (affects Unit GU-223)  
17-04-435-034-1417 (affects Unit GU-224)  
17-04-435-034-1455 (affects Unit GU-264)  
17-04-435-034-1477 (affects Unit GU-286)  
17-04-435-034-1486 (affects Unit GU-298)  
17-04-435-034-1495 (affects Unit GU-307)  
17-04-435-034-1496 (affects Unit GU-308)  
17-04-435-034-1497 (affects Unit GU-309)  
17-04-435-034-1498 (affects Unit GU-310)  
17-04-435-034-1499 (affects Unit GU-311)  
17-04-435-034-1500 (affects Unit GU-312)  
17-04-435-034-1501 (affects Unit GU-313)  
17-04-435-034-1502 (affects Unit GU-314)

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17-04-435-034-1503 (affects Unit GU-315)  
17-04-435-034-1504 (affects Unit GU-316)  
17-04-435-034-1505 (affects Unit GU-317)  
17-04-435-034-1506 (affects Unit GU-318)  
17-04-435-034-1507 (affects Unit GU-319)  
17-04-435-034-1508 (affects Unit GU-321)  
17-04-435-034-1509 (affects Unit GU-322)  
17-04-435-034-1510 (affects Unit GU-323)  
17-04-435-034-1511 (affects Unit GU-324)  
17-04-435-034-1512 (affects Unit GU-325)  
17-04-435-034-1513 (affects Unit GU-326)  
17-04-435-034-1514 (affects Unit GU-327)  
17-04-435-034-1515 (affects Unit GU-328)  
17-04-435-034-1516 (affects Unit GU-329)  
17-04-435-034-1517 (affects Unit GU-330)  
17-04-435-034-1518 (affects Unit GU-331)  
17-04-435-034-1519 (affects Unit GU-332)  
17-04-435-034-1520 (affects Unit GU-333)  
17-04-435-034-1521 (affects Unit GU-334)  
17-04-435-034-1522 (affects Unit GU-335)  
17-04-435-034-1523 (affects Unit GU-336)  
17-04-435-034-1524 (affects Unit GU-337)  
17-04-435-034-1525 (affects Unit GU-338)  
17-04-435-034-1526 (affects Unit GU-340)  
17-04-435-034-1527 (affects Unit GU-341)