Doc# 2120229009 Fee \$89.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 07/21/2021 12:56 PM PG: 1 OF 26

Prepared by + Rethin h: Brenda Goerks Akerman LLP

98 SE7m St., Stelloo

Miami, FL 33131

MODIFICATION NO. 2 TO MORTGAGE AND OTHER LOAN DOCUMENTS

Dated May 4, 2020

§ EAST NINTH, LLC, a Delaware limited liability company, Mortgagor

to

CITIBANK, N.A., a national banking association, Mortgagee

Relating to Mortgaged Property Located at:

8 East 9th Street

City of Chicago, Cook County, Illinois

Parcel PIN's: SEE EXHIBIT "B" ATTACHED HERETO

#### MODIFICATION NO. 2 TO MORTGAGE AND OTHER LOAN DOCUMENTS

This Modification No. 2 to Mortgage and Other Loan Documents (the "Agreement") is entered into effective as of May 4, 2020, by and between 8 EAST NINTH, LLC, a Delaware limited liability company (hereinafter referred to as the "Mortgagor") whose address is c/o Crescent Heights Group, 2200 Biscayne Boulevard, Miami, Florida 33137, Attention: Michael Sheitelman, and CITIBANK, N.A., a national banking association, its successors and/or assigns (hereinafter referred to as the "Mortgagee") with an address for purposes hereof at 153 East 53rd Street, New York, New York 10043. Mortgagor and Mortgagee, as used herein, shall include the heirs, personal representatives, successors and assigns thereof, and shall refer to the singular or the plural, masculine or feminine, as the context may require.

#### WITNESSETH:

- A. Effective as of May 17, 2019, Mortgagor executed in favor of Mortgagee that certain Amended and Restated Mottgage, Assignment of Rents and Leases and Security Agreement recorded on May 29, 2019 as Document No. 1914906138, Official Records of Cook County, Illinois (the "Original Mortgage"), as such Original Mortgage was modified pursuant to that certain Modification of Mortgage and Other Loan Documents and Spreader recorded on February 6, 2020, as Document No. 2003717061, Official Records of Cook County, Il inois ("First Modification"; the Original Mortgage, as modified by the First Modification and this Agreement, is hereinafter referred to collectively as the "Mortgage"). The legal description of the real property secured by the Mortgage immediately prior to the date hereof is set forth in Exhibit "A" attached hereto and made a part hereof (the "Land").
- Mortgagor also executed in favor of Mortgagee an Amended and Restated Assignment of В. Leases and Rents dated effective as of May 17, 2017, recorded on May 29, 2019 as Document No. 1914906139, Official Records of Cook County, Illinois as affected by the First Modification, collectively, the "Assignment of Leases and Rents"), that certain UCC Financing Statement Amendment recorded on May 29, 2019 as Document No. 1914906140 Official Records of Cook County, Illinois, as affected by that certain UCC Financing Statement Amendment recorded on February 18, as Document No. 2004928003, Official Records of Cook County, Ilinois (collectively, the "County Financing Statement"), which was also filed with the Secretary of State of the State of Delaware as Document No. 2019 3605586, as affected by that certain UCC Financing Statement Amendment 2020 1059239 (collectively, together with the County Financing Statement, the "Financing Statements"), and other instruments, documents and agreements (collectively, as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Other Loan Documents") securing or otherwise pertaining to Mortgagor's obligations under that certain \$53,000,000.00 Amended and Restated Promissory Note dated May 17, 2019, from Mortgagor in favor of Mortgagee (as amended, supplemented, increased, renewed, restated or otherwise modified from time to time on or prior to the date hereof, the "Note"). (The aggregate amount of the indebtedness evidenced by the Note shall hereinafter collectively be referred to as the "Loan"). (Hereafter the Assignment of Leases and Rents, Financing Statements and Other Loan Documents, as amended, restated, supplemented or otherwise modified from time to time on or prior to the date hereof shall sometimes be collectively referred to as the "Loan Documents").
- C. Mortgagor has terminated or will terminate on or about the date hereof the condominium regime applicable to the Land pursuant to that certain Termination and Withdrawal of Condominium for Astoria Tower Condominium and Termination of Provisions Relating to Certain Non-Condominium

Property recorded or to be recorded in the Office of the Recorder of Deeds for Cook County, Illinois; accordingly, Mortgagor and Mortgagee desire to amend and restate the legal description of the Land.

D. Mortgagee is amenable to consenting to the termination of the condominium regime for the Land provided Mortgagor enters into this Agreement and other agreements, documents, and instruments securing or otherwise pertaining to the obligations under the Loan.

**NOW, THEREFORE,** in consideration of the sum of \$10.00 and other good and valuable consideration, the parties hereto agree as follows:

- 1. All of the above Recitals and true and correct and are incorporated herein by reference. All capitalized terms used herein shall have the meaning ascribed thereto under the Mortgage unless separately defined i erein.
- 2. The defined term "Credit Agreement" as used herein and in the Mortgage is hereby amended and restated to mean that certain Amended and Restated Credit Agreement dated effective as of May 17, 2019, between Mertgager and Mortgagee, as affected by (i) that certain First Amendment To Credit Agreement And Amendment To Other Loan Documents dated as of September 24, 2019, and (ii) that certain Second Amendment To Credit Agreement and Amendment to Other Loan Documents entered by Mortgager and Mortgagee effective as of the date hereof, together with any and all extensions, renewals, replacements, restatements or no diffications thereof.
- 3. The total aggregate principal amount of the Loan as of the date hereof is the amount of \$53,000,000.00, disbursed in accordance with the Credit Agreement. The Loan shall remain secured by the lien of the Mortgage.
- 4. The defined term "Land" as set forth in the Original Mortgage and the County Financing Statement shall hereinafter be defined to mean the Land as legally described in Exhibit "C" attached hereto and incorporated herein by this reference. Further, Exhibit "3" to the Original Mortgage is hereby deleted in its entirety and replaced with Exhibit "C" attached hereto.
- 5. The defined term "Property" in the Assignment of Leases and Rents shall hereinafter be defined to mean the Property as legally described in Exhibit "C" attached hereto and incorporated herein by this reference. Further, Exhibit "B" to the Assignment of Leases and Rents is hereby deleted in its entirety and replaced with Exhibit "C" attached hereto.
- 6. The Mortgage and the Loan Documents as modified by this Agreement shall continue to secure all of the obligations of Mortgagor to Mortgagee whether now existing or hereafter created. No provision of this Agreement shall be amended, waived or modified except by an instrument in writing signed by the parties hereto. In the event of any conflict between the terms of this Agreement and any of the terms of the Mortgage or the Other Loan Documents, the terms of this Agreement shall control.
- 7. The Mortgagor hereby ratifies and re-affirms all of the terms and conditions of the Mortgage and Loan Documents as modified herein and Mortgagor does hereby acknowledge, certify, affirm and represent with full knowledge; that (i) Mortgagee is acting in reliance thereon in the execution of this Agreement and that there are no claims, offsets, breaches of any agreement, document or writing relating directly or indirectly to the Mortgage, the Note, and the Loan Documents; (ii) there exists no matter, item or thing that would diminish or reduce the amount owed under the Loan, or any action or

causes of action by the Mortgagor or any person dealing with the Mortgagor against Mortgagee directly or indirectly relating to the Mortgage, the Loan Documents, or the Note, and (iii) the Mortgagor affirms there is no offset or defense as to the indebtedness owed by Mortgagor to Mortgagee as of this date, and that Mortgagor is not in default under the Mortgage, the Note, or the Loan Documents as of this date. Mortgagor further acknowledges that all representations and warranties made by the Mortgagor in the Mortgage and the Loan Documents remain true and correct as of this date.

- 8. Mortgagor warrants that it has full power and authority to execute this Agreement, that there are no other liens or claims against the property encumbered by the Mortgage other than the first lien of the Mortgage and that the Mortgage is binding upon the Mortgagor, its successors and assigns, that no agreement, oral or otherwise, has been made by any of Mortgagee's employees, agents, officers or directors to extend or modify the Loan.
- AS 7. MATERIAL INDUCEMENT FOR MORTGAGEE TO EXECUTE THIS AGREEMENT, MOP GAGOR DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE MORTGAGEE, ITS OFFICERS, DIRECTORS, EMPLOYEFS, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF SUITS, CONTROVERSIES, AGREEMENTS, **PROMISES** AND **DEMANDS** WHATSOEVER IN LAW OR IN EQUITY WHICH MORTGAGOR EVER HAD, NOW HAS, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF HEREAFTER CAN, SHAZL OR MAY HAVE AGAINST MORTGAGEE, ITS **MORTGAGOR** OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER THROUGH THE DATE HEREOF. MORTGAGOR FURTHER AX PRESSLY AGREES THAT THE FOREGOING RELEASE AND WAIVER AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA. IN ADDITION TO, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AND IN CONSIDERATION OF MORTGAGEE'S EXECUTION OF THIS AGREEMENT, MORTGAGOR COVENANTS WITH AND WARRANTS UNTO MORTGAGEE, AND ITS AFFILIATES AND ASSIGNS, THAT THROUGH THE DATE HEREOF, THERE EXISTS 'NO CLAIMS, COUNTERCLAIMS, DEFENSES, OBJECTIONS, OFFSETS OR CLAIMS OF OFFSETS AGAINST MORTGAGEE OR THE OBLIGATION OF MORTGAGOR TO PAY THE INDEBTEDNESS TO MORTGAGEE WHEN AND AS THE SAME BECOMES DUE AND PAYABLE.
- 10. It is the intent of the parties hereto that this instrument shall not constitute a novation and shall in no way adversely affect or impair the first lien priority of the Mortgage or the Other Loan Documents and that all sums advanced in connection herewith shall have the same priority at the sums originally secured under the Mortgage and the Other Loan Documents.
- Mortgagor agrees to pay all fees and costs related to the recording of this Agreement and as set forth by Mortgagee, including but not limited to intangible tax and documentary stamps, and any interest or penalties resulting therefrom and Mortgagor further agrees to indemnify and hold Mortgagee harmless from the payment of any such fees, costs, interest and penalties.
- 12. This Agreement may be executed in counterparts, each of which shall be considered an original and, when taken together, shall constitute one instrument.

- 13. Except as expressly modified in writing, all of the terms, covenants and conditions of the Mortgage and the Other Loan Documents are hereby ratified and confirmed in all respects. Except as expressly modified herein, all the terms and conditions of the Mortgage and the Other Loan Documents are hereby ratified and confirmed in all respects and shall remain in full force and effect.
- 14. This Agreement shall be binding upon and inure to the benefit of the Mortgagor and Mortgagee, and their respective heirs, personal representatives, successors and assigns, and the terms and provisions hereof, as well as the representations and warranties contained herein shall survive the execution and delivery hereof.
- 15. MORTGAGOR AND MORTGAGEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN TH, On ERBAL OR DUCEMENT FG.

  [Signature Pages Follow] CONNECTION WITH THIS AGREEMENT, ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE ENTERING IN TO THIS AGREEMENT WITH MORTGAGOR.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused these presents to be duly signed and delivered effective as of the date herein first above written.

Signed, Sealed and Delivered	Mortgagor:
In the Presence of:	
	8 EAST NINTH, LLC, a Delaware limited
	liability company
	,
- h2 b2-	
	/////
PRINT NAME OF WITNESS BELOW:	n //////
JE 10, 7503	By: ////
Thes	Mychael Sheitelman, Vice President
PRINT NAME OF WITNESS PELOW:	-
SUSAN Favordo	_
STATE OF FLORIDA OF	
)\s:	
COUNTY OF WIAHI DANE	
The foregoing instrument was acknowledged	perore me by means of 🗹 physical presence or 🗆 online
notarization, this 20° day of 12-00°	_, 202), by Michael Sheitelman, Vice President of 8
FAST NINTH LLC a Delaware limited liabil	ity company, on behalf of such company, who is personally
known to me or who has produced	as identification.
known to me or who has produced	as identification.
	E Arrivan
	T. B.I.
	Notary Public O
	Print Name: RITH & GONES
Accepted Florida	My Commission Expires: アラ ラルコのみろ
Notary Public State of Florida Notary Public State of Florida Rita M Jones GG 336093	7.0
	0.
My Communication	
£	

[Mortgagee Signature Page to Follow]

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## **UNOFFICIAL COPY**

### Mortgagee:

Signed, Sealed and Delivered	CITIBANK, N.A.
In the Presence of:  What Indusor	
PRINT NAME OF WITNESS BELOW:	By:
BUNDA CADEMIN	Name: Gregory J. Zann  Title: Senior Vice President
PRINT DAME OF VITNESS BELOW!	
STATE OF FLORIDA	)
COUNTY OF MIAMI-DADE	) ss: )
	0/
	NOTARY PUBLIC, STATE OF FLORIDA
	(Print, Type or Stamp Commissioned Name of Notary Public)
	<u> </u>
	I WT HEW B. ANDERSON MY CO!MIS JION # GG 013392 EXPIRES: September 11, 2020 Bonded Thru Notary Filb is Underwriters

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### UNOFFICIAL COPY

#### **EXHIBIT "A"**

(The legal description of the Land as described immediately prior to the date hereof)

The land referred to is situated in the City of Chicago, County of Cook, State of Illinois and is further described as follows:

#### **PARCEL 1: CONDOMINIUM UNITS:**

UNITS 201, 203, 204, 301, 302, 303, 304, 401, 402, 403, 404, 405, 501, 502, 503, 504, 505, 601, 602, 603, 604, 605, 701, 702, 703, 704, 705, 801, 802, 803, 804, 805, 901, 902, 903, 904, 1002, 1001, 1101, 1103, 1105, 1106, 1107, 1108, 1'03, 1110, 1111, 1201, 1202, 1203, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1301, 1302, 1304, 1305, 1306, 1307, 1308, 1310, 1311, 1401, 1402, 1403, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1602, 1603, 1605, 1606, 1607, 1608, 1610, 1611, 1704, 1705, 1807, 1808, 1709, 1811, 1902, 1904, 1905, 1907, 1908, 1911, 2001, 2002, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2108, 2207, 2208, 2301, 2305, 2307, 2308, 2309, 2311, 2402, 2404, 2407, 2409, 2411, 2511, 2604, 2610, 2611 AND 2907 AND PARKING UNITS P-201, P-202, P-205, P-206, P-207, P-209, P-210, P-213, P-216, P-218, P-219, P-221, P-222, P-223, HP-226, P-227, P-229, P-423, P-424, P-427, P-527, P-601, P-606, P-607, P-610, P-612, P-618, P-619, P-620, P-621, P-622, P-624, P-625, P-627, P-628, P-629, P-704, P-710, P-711, P-712, P-713, P-714, P-715, P-716, P-717, P-718, F-719, P-720, P-723, P-724, P-801, P-802, P-803, P-805, P-807, P-809, P-810, P-812, P-813, P-814, P-815, P-816, P-815, P-819, P-820, P-821, P-822, P-823, P-824, P-825, P-826, P-827, P-828, P-830, P-901, P-903, P-904, P-905, P-905, P-906, P-907, P-909, P-911, P-913, P-914, P-916, P-918, P-920, P-921, P-922, P-925, P-927, P-928, P-929 AND P-930 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN ASTORIA TOWER CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 0913918053, AS AMENDED FROM TIME TO TIME: IN THE FRACTIONAL SECTION 15, TOWNSIJP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2: NON-CONDOMINIUM RESIDENTIAL PROPERTY:

THE FOLLOWING TRACTS OF LAND:

(TRACT A) LOTS 1 TO 6 IN E. SMITH'S SUBDIVISION OF LOT 10 AND THE SOUTH THREE-QUARTERS OF LOT 7 IN BLOCK 18 IN ADDITION TO CHICAGO (EXCEPT THE WEST 27 FEET THEREOF CONDEMNED BY THE CITY OF CHICAGO FOR WIDENING STATE STREET. IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERILMAN IN COOK COUNTY, ILLINOIS;

#### **ALSO**

(TRACT B) LOTS 7 AND 8 IN E. SMITH'S SUBDIVISION OF LOT 10 AND THE SOULT THREE-QUARTERS OF LOT 7 IN BLOCK 18 IN ADDITION TO CHICAGO IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

#### ALSO

(TRACT C) TOGETHER WITH ALL THE VACATED ALLEY IN E. SMITH'S SUBDIVISION OF LOT 10 AND THE SOUTH THREE-QUARTERS OF LOT 7 ALL IN BLOCK 18 IN ADDITION TO CHICAGO IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

EXCEPT THAT PART OF THE ABOVE TRACTS A, B AND C OF LAND WHICH LIES <u>BELOW</u> A HORIZONTAL PLANE HAVING AN ELEVATION OF +119.00 FEET CHICAGO CITY DATUM AND LYING 50895832;9

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## **UNOFFICIAL COPY**

NORTH OF A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF SAID TRACT THROUGH A POINT THEREIN 140.48 FEET NORTH OF THE SOUTHWEST CORNER OF SAID TRACT;

**ALSO** 

(TRACT D) (AIR RIGHTS PARCEL): ALL THE PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE LOCATED 119 FEET ABOVE THE CITY OF CHICAGO DATUM, CONTAINED WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF SUBLOTS 1 AND 2 OF LOT 2 SUBLOTS 1 AND 2 OF LOT 3 SUBLOTS 1 AND 2 OF LOT 6 AND SUBLOT 1 OF THE NORTH 1/4 OF LOT 7(EXCEPTING FROM SAID LOTS THE WEST 27 FEET THEREOF CONDEMNED BY THE CITY OF CHICAGO FOR THE WIDENING OF STATE STREET ) IN BLOCK 18 IN CANAL TRUSTEES ADDITION TO CHICAGO IN FRACTIONAL SECTION 15 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THOSE PARTS OF TRACTS A, B, C AND D DESCRIBED AS FOLLOWS: EXCEPTING FROM TRACTS A, B, C AND D: THE FOLLOWING UNITS: UNITS 201, 203, 204, 301, 302, 303, 304, 401, 402, 403, 404, 405, 501, 502, 503, 504, 505, 601, 602, 603, 604, 605, 701, 702, 703, 704, 705, 801, 802, 803, 804, 805, 901, 202, 903, 904, 1001, 1002, 1101, 1103, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1201, 1202, 1203, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1301, 1302, 1304, 1305, 1306, 1307, 1308, 1310, 1311, 1401, 1402, 1403, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1602, 1603, 1605, 1606, 1607, 1608, 1610, 1611, 1704, 1705, 1807, 1808, 1809, 1811, 1902, 1904, 1905, 1907, 1908, 1911, 2001, 2002, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2108, 2207, 2208, 2301, 2305, 2307, 2308, 2309, 2311, 2402, 2404, 2407, 2409, 2411, 2511, 2604, 2610, 2611 AND 2907, AND PARKING UNITS P-201, P-202, P-205, P-206, P-207, P-209, P-210, P-213, P-216, P-218, P-219, P-221, P-222, P-223, HP-226, P-227, P-229, P-423, P-424, P-427, P-527, P-601, P-606, P-607, P-610, P-612, P-618, P-619, P-620, P-621, P-622, P-624, P-625, P-627, P-628, P-629, P-702, P-703, P-704, P-710, P-711, P-712, P-713, P-714, P-715, P-716, P-716, P-716, P-717, P-718, P-71 717, P-718, P-719, P-720, P-723, P-724, P-801, P-812, P-803, P-805, P-807, P-809, P-810, P-812, P-813, P-814, P-815, P-816, P-818, P-819, P-820, P-821, P-822, P-823, P-824, P-825, P-826, P-827, P-828, P-830, P-901, P-903, P-904, P-905, P-906, P-907, P-909, P-911, P-913, P-914, P-915, P-918, P-920, P-921, P-922, P-925 P-927, P-928, P-929 AND P-930 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN ASTORIA TOWER CONDOMINIUM, AG DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 0515318053, AS AMENDED FROM TIME TO TIME; IN THE FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Also excepting all Common elements as delineated and defined in the Declaration recorded as document number 0913918053, as amended from time to time.

ALSO EXCEPTING THE COMMERCIAL SPACE DESCRIBED BELOW AS PARCEL 4

#### PARCEL 3: EASEMENT

NON-EXCLUSIVE EASEMENTS AS SET FORTH IN SECTION 2.04 OF THE DECLARATION P.F.CORDED AS DOCUMENT NUMBER 0913918053, as amended from time to time, FOR THE BENEFIT OF PARCEL 1 AND PARCEL 2, INCLUDING EASEMENTS IN AND TO ALL STRUCTURAL MEMBERS, FOOTINGS, CAISSONS, FOUNDATIONS, COLUMNS AND BEAMS WHICH ARE PART OF THE BUILDING AS DESCRIBED IN SECTION 2.04(D)(III) OF THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR ASTORIA TOWER CONDOMINIUM AND PROVISIONS RELATING TO CERTAIN NON-CONDOMINIUM PROPERTY RECORDED AS DOCUMENT NO. 0913918053, as amended from time to time.

#### Parcel 4: Commercial PROPERTY

THAT PORTION OF THE FOLLOWING TRACT OF LAND DESCRIBED BELOW AS RETAIL SPACES 1A, 1B, 2A, 2B AND 3: (TRACT A) LOTS 1 TO 6 IN E. SMITH'S SUBDIVISION OF LOT 10 AND THE SOUTH THREE-QUARTERS OF LOT 7 IN BLOCK 18 IN ADDITION TO CHICAGO (EXCEPT THE WEST 27 FEET THEREOF CONDEMNED BY THE CITY OF CHICAGO FOR WIDENING STATE STREET) IN 50895832;9

FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS;

#### **ALSO**

(TRACT B) LOTS 7 AND 8 IN E. SMITH'S SUBDIVISION OF LOT 10 AND THE SOUTH THREE-QUARTERS OF LOT 7 IN BLOCK 18 IN ADDITION TO CHICAGO IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

#### **ALSO**

(TRACT C) TOGETHER WITH ALL THE VACATED ALLEY IN E. SMITH'S SUBDIVISION OF LOT 10 AND THE SOUT! THREE-QUARTERS OF LOT 7 ALL IN BLOCK 18 IN ADDITION TO CHICAGO IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS;

EXCEPT THAT PART OF THE ABOVE TRACTS A, B AND C OF LAND WHICH LIES <u>BELOW</u> A HORIZONTAL PLANE HAVING AN ELEVATION OF +119.00 FEET CHICAGO CITY DATUM AND LYING NORTH OF A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF SAID TRACT THROUGH A POINT THEREIN 140.48 FEET NORTH OF THE SOUTHWEST CORNER OF SAID TRACT;

#### **RETAIL SPACE 1A**

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCATED 14.17 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 32.57 FEET ABOVE CHICAGO CITY DATUM, LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF A TRACT: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 5.30 FEET; THENCE EAST ALONG A LINE MAKING AN ANGLE OF 90 DEGREES 01 MINUTES 19 SECONDS MEASURED CLOCKWISE, NORTH TO EAST FROM THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 1.70 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF TWO WALLS OF A 32 STORY BRICK AND CONCRETE BLOCK BUILDING COMMONLY KNOWN AS 8 EAST 9th STREET IN CHLCAGO, BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG THE INTERIOR FACES OF THE WALLS OF THE ENCLOSED SPACE DESCRIBED HEREIN, THE FOLLOWING COURSES AND DISTANCES; ALL AT RIGHT ANGLES TO EACH OTHER UNLESS NOTED OTHERWISE NORTH, A DISTANCE OF 2.95 FEET; EAST, A DISTANCE OF 1.35 FEET; NORTH, A DISTANCI OF 2.50 FEET; WEST, A DISTANCE OF 1.35 FEET; NORTH, A DISTANCE OF 15.20 FEET; EAST, A DISTANCE OF 1.00 FEET; NORTH, A DISTANCE OF 2.65 FEET; WEST, A DISTANCE OF 1.32 FEET; NORTH, A DISTANCE OF 8.10 FEET; EAST, A DISTANCE OF 1.30 FEET; NORTH, A DISTANCE OF 2.50 FEET; EAST, A DISTANCE OF 1.73 FEET; NORTH, A DISTANCE OF 1.15 FEET; WEST, A DISTANCE OF 0.20 FEET; NORTH, A DISTANCE OF 5.38 FEET; WEST, A DISTANCE OF 2.60 FEET; NORTH, A DISTANCE OF 4.40 FEET; EAST, A DISTANCE OF 2.60 FEET; NORTH, A DISTANCE OF 5.33 FEET; EAST, A DISTANCE OF 0.18 FEET; NORTH, A DISTANCE OF 1.15 FEET; WEST, A DISTANCE OF 3.08 FEET; NORTH, A DISTANCE OF 0.37 FEET; EAST, A DISTANCE OF 1.35 FEET; NORTH, A DISTANCE OF 2.65 FEET; WEST, A DISTANCE OF 1.35 FEET; NORTH, A DISTANCE OF 16.80 FEET; EAST, A DISTANCE OF 1.35 FEET; NORTH, A DISTANCE OF 2.57 FEET; EAST, A DISTANCE OF 1.85 FEET; NORTH, A DISTANCE OF 1.15 FEET; WEST, A DISTANCE OF 0.40 FEET; NORTH, A DISTANCE OF 535 FEET; WEST, A DISTANCE OF 2.62 FEET; NORTH, A DISTANCE OF 4.60 FEET; EAST, A DISTANCE OF 24.30 FEET; SOUTH, A DISTANCE OF 0.95 FEET; WEST, A DISTANCE OF 1.00 FEET; SOUTH, A DISTANCE OF 2.50 FEET; EAST, A DISTANCE OF 1.00 FEET; SOUTH, A DISTANCE OF 9.65 FEET; WEST, A DISTANCE OF 1.00 FEET; SOUTH, A DISTANCE OF 2.50 FEET; EAST, A DISTANCE OF 1.00 FEET; SOUTH, A DISTANCE OF 12.65 FEET; WEST, A DISTANCE OF 1.00 FEET; SOUTH, A DISTANCE OF 2.50 FEET; EAST, A DISTANCE OF 2.00 50895832;9

FEET; NORTH, A DISTANCE OF 2.92 FEET; EAST, A DISTANCE OF 24.24 FEET; SOUTH, A DISTANCE OF 54.47 FEET; EAST, A DISTANCE OF 1.53 FEET; SOUTH, A DISTANCE OF 4.42 FEET; WEST, A DISTANCE OF 9.30 FEET; NORTH, A DISTANCE OF 0.20 FEET; WEST, A DISTANCE OF 12.35 FEET; NORTH, A DISTANCE OF 0.80 FEET; WEST, A DISTANCE OF 1.95 FEET; NORTH, A DISTANCE OF 1.65 FEET; WEST, A DISTANCE OF 6.28 FEET; SOUTH, A DISTANCE OF 2.55 FEET; WEST, A DISTANCE OF 6.10 FEET; NORTH, A DISTANCE OF 2.25 FEET; WEST, A DISTANCE OF 1.90 FEET; SOUTH, A DISTANCE OF 1.90 FEET; WEST, A DISTANCE OF 1.92 FEET; WEST, A DISTANCE OF 1.34 FEET TO THE POINT OF BEGINNING.

AND

#### RETAIL SPACE IB

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCATED 17.17 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 28.02 FEET ABOVE CHICAGO CITY DATUM, LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF A TRACT.

COMMENCING AT THE SCUTHWEST CORNER OF SAID TRACT: THENCE EAST ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 52.57 FEET; THENCE NORTH ALONG A LINE MAKING AN ANGLE OF 89 DEGREES 17 MINUTES 19 SECONDS MEASURED COUNTER-CLOCKWISE, EAST TO NORTH FROM THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 2.28 FEET TO A POINT ON THE VERTICAL LINE OF INTERSICTION OF THE INTERIOR FACES OF TWO WALLS OF A 32 STORY BRICK AND CONCRETE BLOCK BUILDING COMMONLY KNOWN AS 8 EAST 9th STREET IN CHICAGO, THENCE CONTINUING NORTH ALONG THE LAST DESCRIBED COURSE EXTENDED, BEING ALONG THE INTERIOR FACE OF A WALL OF SAID BUILDING, A DISTANCE OF 4.42 FEET TO A CORNER OF THE WALL; THENCE WEST AT RICHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE; INTERIOR FACE OF SAID WALL, A DISTANCE OF 1.53 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF A WALL OF SAID BUILDING, A DISTANCE OF 54.47 FEET TO A COUNER OF THE WALL; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF A WALL OF SAID BUILDING, A DISTANCE OF 4.24 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING WEST ALONG THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 20.00 FEET TO A POINT ON THE INTERIOR FACE OF A WALL OF SAID BUILDING; THENCE ALONG THE INTERIOR FACES OF THE WALLS OF THE ENCLOSED SPACE DESCRIBED HEREIN, THE FOLLOWING COURSES AND DISTANCES; ALL AT RIGHT ANGLES TO EACH OTHER UNLESS NOTED OTHERWISE NORTH, A DISTANCE OF 37.01 FLET: FAST, A DISTANCE OF 20.00 FEET; SOUTH, A DISTANCE OF 37.01 FEET TO THE POINT OF BEGINNING.

AND

#### **RETAIL SPACE 2A**

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCATED 14.17 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 27.97 FEET ABOVE CHICAGO CITY DATUM, LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF A TRACT.

EXCEPTING THEREFROM ALL THAT PART LYING BELOW A HORIZONTAL PLANE AN ELEVATION OF +119.00 FEET CHICAGO CITY DATUM (C.C.D.) AND LYING NORTH OF A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF SAID TRACT THROUGH A POINT THEREIN 140.48 FEET NORTH OF THE SOUTHWEST CORNER OF SAID TRACT, ALL IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

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COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE EAST ALONG THE NORTH LINE OF SAID TRACT, A DISTANCE OF 26.74 FEET; THENCE SOUTH ALONG A LINE MAKING AN ANGLE OF 90 DEGREES 43 MINUTES 12 SECONDS MEASURED CLOCKWISE, EAST TO SOUTH FROM THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 2.67 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF TWO WALLS OF A 32 STORY BRICK AND CONCRETE BLOCK BUILDING COMMONLY KNOWN AS 8 EAST 9th STREET IN CHICAGO, BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG THE INTERIOR FACES OF THE WALLS OF THE ENCLOSED SPACE DESCRIBED HEREIN, THE FOLLOWING COURSES AND DISTANCES; ALL AT RIGHT ANGLES TO EACH OTHER UNLESS NOTED OTHERWISE EAST, A DISTANCE OF 24.13 FEET; SOUTH, A DISTANCE OF 2.37 FEET; EAST, A DISTANCE OF 2.15 FEET: NORTH, A DISTANCE OF 2.36 FEET; EAST, A DISTANCE OF 14.14 FEET; SOUTH, A DISTANCE OF 15.60 FEFT: WEST, A DISTANCE OF 3.60 FEET; SOUTH, A DISTANCE OF 17.36 FEET; WEST, A DISTANCE OF 10.60 FEET; SOUTH, A DISTANCE OF 7.00 FEET; WEST, A DISTANCE OF 27.42 FEET; SOUTH, A DISTANCE OF 0.50 FEET; WEST, A DISTANCE OF 1.00 FOOT TO A CORNER IN THE WALL; THENCE NORTH AF RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 31.14 FEET TO A POINT ON THE INTERIOR FACE OF A WALL OF SAID BUILDING; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 0.88 FEET "O A CORNER OF THE WALL; THENCE THE FOLLOWING THREE COURSES, ALL AT RIGHT ANGLES TO EACH OTHER, ALONG THE INTERIOR FACES OF SAID BUILDING WALLS: NORTH, A DISTANCE OF 7.00 FEET; EAST, A DISTANCE OF 1.30 FEET AND NORTH, A DISTANCE OF 2.33 FEET TO THE POINT OF BEGINNING.

AND

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**RETAIL SPACE 2B** 

THAT PROPERTY AND SPACE CONTAINED WITTIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCATED 14.17 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 32.54 FEET ABOVE CHICAGO CITY DATUM, LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART CF A TRACT:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT: THENCE EAST ALONG THE NORTH LINE OF SAID TRACT, A DISTANCE OF 26.74 FEET; THENCE SCUTH ALONG A LINE MAKING AN ANGLE OF 90 DEGREES 43 MINUTES 12 SECONDS MEASURED CLOCK WISE, EAST TO SOUTH FROM THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 2.67 FFFT TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF TWO WALLS OF A 32 STORY BRICK AND CONCRETE BLOCK BUILDING COMMONLY KNOWN AS 8 EAST 9th STREET IN CHICAGO, THENCE CONTINUING SOUTH ALONG THE LAST DESCRIBED COURSE EXTENDED, BEING ALONG THE INTERIOR FACE OF A WALL OF SAID BUILDING, A DISTANCE OF 2.33 FEET, PAPACE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 1.30 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF A WALL OF SAID BUILDING, A DISTANCE OF 00 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF A WALL OF SAID BUILDING, A DISTANCE OF 0.88 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 31.14 FEET TO A CORNER IN THE INTERIOR FACE OF A WALL OF SAID BUILDING; THENCE ALONG THE INTERIOR FACES OF THE WALLS OF THE ENCLOSED SPACE DESCRIBED HEREIN, THE FOLLOWING COURSES AND DISTANCES; ALL AT RIGHT ANGLES TO EACH OTHER UNLESS NOTED OTHERWISE CONTINUING SOUTH ALONG THE LAST DESCRIBED COURSE EXTENDED. A DISTANCE OF 2.50 FEET; EAST, A DISTANCE OF 1.00 FOOT; SOUTH, A DISTANCE OF 6.07 FEET; WEST, A DISTANCE OF 21.76 FEET; NORTH, A DISTANCE OF 5.09 FEET; EAST, A DISTANCE OF 0.40 FEET; NORTH, A DISTANCE OF 1.15 FEET; WEST, A DISTANCE OF 1.82 FEET; NORTH, A DISTANCE OF 2.50 FEET; WEST, A DISTANCE OF 1.37 FEET; NORTH, A DISTANCE OF 8.00 FEET; EAST, A DISTANCE OF 1.35 FEET; NORTH, A DISTANCE OF 2.60 FEET; WEST, A DISTANCE

OF 1.00 FOOT; NORTH, A DISTANCE OF 14.10 FEET; EAST, A DISTANCE OF 13.93 FEET; NORTH, A DISTANCE OF 6.27 FEET; EAST, A DISTANCE OF 9.27 FEET TO THE POINT OF BEGINNING.

AND

**RETAIL SPACE 3** 

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCATED 14.18 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 32.48 FEET ABOVE CHICAGO CITY DATUM, LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF A TRACT:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE WEST ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 30.00 FEET; THENCE NORTH ALONG A LINE MAKING AN ANGLE OF 90 DECREES 42 MINUTES 41 SECONDS MEASURED CLOCKWISE, WEST TO NORTH FROM THE LAST DESCRIPTO COURSE EXTENDED, A DISTANCE OF 1.90 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF TWO WALLS OF A 32 STORY BRICK AND CONCRETE BLOCK PUILDING COMMONLY KNOWN AS 8 EAST 9th STREET IN CHICAGO, BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG THE INTERIOR FACES OF THE WALLS OF THE ENCLOSED SPACE DESCRIBED HEREIN, THE FOLLOWING COURSES AND DISTANCES; ALL AT RIGHT ANGLES TO EACH OTHER UNLESS NOTED OTHERWISE WEST, A DISTANCE OF 3.33 FEET; NORTH, A DISTANCE OF 0.85 FEET; WEST, A DISTANCE OF 2.00 FEET; NORTH, A DISTANCE OF 1.67 FELT: WEST, A DISTANCE OF 8.00 FEET; NORTH, A DISTANCE OF 7.00 FEET; WEST. A DISTANCE OF 6.75 FEET, MORTH, A DISTANCE OF 8.55 FEET; EAST, A DISTANCE OF 1.55 FEET; NORTH, A DISTANCE OF 3.31 FEET; WEST, A DISTANCE OF 1.65 FEET; NORTH, A DISTANCE OF 12.60 FEET; EAST, A DISTANCE OF 1.56 FEET; NORTH, A DISTANCE OF 3.00 FEET; WEST, A DISTANCE OF 11.00 FEET; NORTH, A DISTANCE OF 22.01 FEET; EAST, A DISTANCE OF 3.45 FEET; NORTH, A DISTANCE OF 18.37 FEET; EAST, A DISTANCE OF 26.00 FEET; SOUTH, A DISTANCE OF 6.93 FEET; WEST, A DISTANCE OF 1.60 FEET; SOUTH, A DISTANCE OF 1.85 FEET; EAST, A DISTANCE OF 1.60 FEET; SOUTH, A DISTANCE OF 7.70 FLFT; WEST, A DISTANCE OF 1.60 FEET; SOUTH, A DISTANCE OF 1.85 FEET; EAST, A DISTANCE OF 1.75 FEET; SOUTH, A DISTANCE OF 22.05 FEET; WEST, A DISTANCE OF 2.35 FEET; SOUTH, A DISTANCE OF 3 00 FEET; EAST, A DISTANCE OF 2.37 FEET; SOUTH, A DISTANCE OF 12.57 FEET; WEST, A DISTANCE OF 2.35 FEET; SOUTH, A DISTANCE OF 3.00 FEET; EAST, A DISTANCE OF 2.35 FEET; SOUTH, A DISTANCE OF 18.10 FEET TO THE POINT OF BEGINNING.

#### PARCEL 5: EASEMENT

NON-EXCLUSIVE EASEMENTS AS SET FORTH IN ARTICLE 1, SECTION 1.1 OF THE RECIPROCAL EASEMENT AND OPERATING AGREEMENT RECORDED AUGUST 29, 2006 AS DOCUMENT NUMBER 0624118065, as amended from time to time, FOR THE BENEFIT OF PARCEL 1 AND PARCEL 2 FOR PUBLIC AND PRIVATE UTILITIES AND INCIDENTAL PURPOSES.

Address commonly known as: 8 East 9th Street Chicago, IL 60605

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#### **EXHIBIT "B"**

PIN Schedule

Property of Cook County Clerk's Office COOK COUNTY CLERK UP .. 118 N. CLARK ST. ROOM 120.

COURCOUNTY 118 N. CLARK ST. ROOM 120 CHICAGO, IL 60602-1387

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## **UNOFFICIAL COPY**

#### **EXHIBIT B**

Unit	<u>PIN</u>
201	17-15-304-064-1141
203	17-15-304-064-1142
204	17-15-304-064-1143
301	17-15-304-064-1144
302	17-15-204-064-1145
303	17-15-304-064-1146
304	17-15-304-064-7.147
401	17-15-304-064-1001
402	17-15-304-064-1002
403	17-15-304-064-1003
404	17-15-304-064-1004
405	17-15-304-064-1005
501	17-15-304-064-1006
502	17-15-304-064-1007
503	17-15-304-064-1008
504	17-15-304-064-1009
505	17-15-304-064-1010
601	17-15-304-064-1011
602	17-15-304-064-1012
603	17-15-304-064-1013
604	17-15-304-064-1014
605	17-15-304-064-1015
701	17-15-304-064-1016
702	17-15-304-064-1098

Unit	<u>PIN</u>
1504	17-15-304-064-1156
1505	17-15-304-064-1065
1506	17-15-304-064-1066
1507	17-15-304-064-1067
1508	17-15-304-064-1068
1509	17-15-304-064-1069
1510	17-15-304-064-1070
1511	17-15-304-064-1071
1602	17-15-304-064-1072
1603	17-15-304-064-1073
1605	17-15-304-064-1074
1606	17-15-304-064-1075
1607	17-15-304-064-1076
1608	17-15-304-064-1077
1610	17-15-304-064-1078
1611	17-15-304-064-1079
1704	17-15-304-064-1157
1705	17-15-304-064-1080
1807	17-15-304-064-1158
1808	17-15-304-064-1159
1809	17-15-304-064-1160
1811	17-15-304-064-1161
1902	17-15-304-064-1162
1904	17-15-304-064-1163
L	<del>L</del>

<u>Unit</u>	PIN
P-607	17-15-304-064-1211
P-610	17-15-304-064-1212
P-612	17-15-304-064-1089
P-618	17-15-304-064-1213
P-619	17-15-304-064-1090
P-620	17-15-304-064-1091
P-621	17-15-304-064-1214
P-622	17-15-304-064-1215
P-624	17-15-304-064-1092
P-625	17-15-304-064-1216
P-627	17-15-304-064-1093
P-628	17-15-304-064-1094
P-629	17-15-304-064-1095
P-702	17-15-304-064-1217
P-703	17-15-304-064-1218
<b>S</b> P-704	17-15-304-064-1219
P 710	17-15-304-064-1096
P-711	17 15-304-064-1097
P-712	17-15-304-064-1098
P-713	17-15-304-064-1099
P-714	17-15-304-064-1100
P-715	17-15-304-064-1101
P-716	17-15-304-064-1220
P-717	17-15-304-064-1102

Unit	<u>PIN</u>
703	17-15-304-064-1018
704	17-15-304-064-1019
705	17-15-304-064-1020
801	17-15-304-064-1021
802	17-15-304-064-1022
803	17-15-204-064-1023
804	17-15-304 054-1024
805	17-15-304-064-1.025
901	17-15-304-064-1148
902	17-15-304-064-1149
903	17-15-304-064-1150
904	17-15-304-064-1151
1001	17-15-304-064-1152
1002	17-15-304-064-1153
1101	17-15-304-064-1026
1103	17-15-304-064-1027
1105	17-15-304-064-1028
1106	17-15-304-064-1029
1107	17-15-304-064-1030
1108	17-15-304-064-1031
1109	17-15-304-064-1032
1110	17-15-304-064-1033
1111	17-15-304-064-1034
1201	17-15-304-064-1035
1202	17-15-304-064-1036

Unit	PIN
1905	17-15-304-064-1164
1907	17-15-304-064-1165
1908	17-15-304-064-1166
1911	17-15-304-064-1167
2001	17-15-304-064-1168
2002	17-15-304-064-1169
2004	17-15-304-064-1170
2005	17-15-304-064-1171
2006	17-15-304-064-1172
2007	17-15-304-064-1173
2008	17-15-304-064-1174
2009	17-15-304-064-1175
2010	17-? 5-3 04-064-1176
2108	17-15-304-06 4-1177
2207	17-15-304-064-1178
2208	17-15-304-064-1179
2301	17-15-304-064-1180
2305	17-15-304-064-1181
2307	17-15-304-064-1182
2308	17-15-304-064-1183
2309	17-15-304-064-1184
2311	17-15-304-064-1185
2402	17-15-304-064-1186
2404	17-15-304-064-1187
2407	17-15-304-064-1188

<u>Unit</u>	<u>PIN</u>
P-718	17-15-304-064-1221
P-719	17-15-304-064-1103
P-720	17-15-304-064-1104
P-723	17-15-304-064-1105
P-724	17-15-304-064-1222
P-801	17-15-304-064-1106
P-802	17-15-304-064-1107
P-803	17-15-304-064-1108
P-805	17-15-304-064-1109
P-807	17-15-304-064-1110
P-809	17-15-304-064-1223
P-810	17-15-304-064-1224
P-812	17-15-304-064-1111
P-813	17-15-304-064-1225
P-814	17-15-304-064-1112
P-815	17-15-304-064-1113
<b>P</b> -816	17-15-304-064-1114
P 818	17-15-304-064-1115
P-819	17 15-304-064-1116
P-820	17-15-304-064-1226
P-821	17-15-304-064-1117
P-822	17-15-304-064-1118
P-823	17-15-304-064-1119
P-824	17-15-304-064-1120
P-825	17-15-304-064-1121

PIN
17-15-304-064-1037
17-15-304-064-1038
17-15-304-064-1039
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17-15-304-064-1060

Unit	PIN
2409	17-15-304-064-1189
2411	17-15-304-064-1190
2511	17-15-304-064-1191
2604	17-15-304-064-1192
2610	17-15-304-064-1193
2611	17-15-304-064-1194
2907	17-15-304-064-1195
P-201	17-15-304-064-1196
P-202	17-15-304-064-1197
P-205	17-15-304-064-1198
<i>-</i> 216	17-15-304-064-1199
P-207	17-15-304-064-1200
P-209	17-? 5-3 04-064-1081
P-210	17-15-304-064-1082
P-213	17-15-304-064-1201
P-216	17-15-304-064-1083
P-218	17-15-304-064-1084
P-219	17-15-304-064-1202
P-221	17-15-304-064-1085
P-222	17-15-304-064-1086
P-223	17-15-304-064-1203
HP-226	17-15-304-064-1204
P-227	17-15-304-064-1087
P-229	17-15-304-064-1205
P-423	17-15-304-064-1206

<u>Unit</u>	PIN
P-826	17-15-304-064-1122
P-827	17-15-304-064-1123
P-828	17-15-304-064-1124
P-830	17-15-304-064-1125
P-901	17-15-304-064-1126
P-903	17-15-304-064-1227
P-904	17-15-304-064-1228
P-905	17-15-304-064-1127
P-906	17-15-304-064-1229
P-907	17-15-304-064-1128
P-909	17-15-304-064-1129
P-911	17-15-304-064-1130
P-913	17-15-304-064-1131
P-914	17-15-304-064-1132
P-916	17-15-304-064-1133
P-918	17-15-304-064-1230
<b>S</b> P-920	17-15-304-064-1231
P 921	17-15-304-064-1134
P-922	17 15-304-064-1232
P-925	17-15-304-064-1135
P-926	17-15-304-064-1136
P-927	17-15-304-064-1137
P-928	17-15-304-064-1138
P-929	17-15-304-064-1139
P-930	17-15-304-064-1140

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## **UNOFFICIAL COPY**

<u>Unit</u>	<u>PIN</u>
1410	17-15-304-064-1061
1411	17-15-304-064-1062
1501	17-15-304-064-1063
1502	17-15-304-064-1155
1503	17-15-304-064-1064

T	
<u>Unit</u>	<u>PIN</u>
P-424	17-15-304-064-1207
P-427	17-15-304-064-1208
P-527	17-15-304-064-1209
P-601	17-15-304-064-1088
P-606	17-15-304-064-1210

<u>Unit</u>	PIN
Non-Condo Property	17-15-304-063-0000

Property or Coot County Clert's Office

#### **EXHIBIT "C"**

(The legal description of the Land or Property, as applicable, from and after the date hereof)

#### PARCEL 1:

THE FOLLOWING TRACTS OF LAND:

(TRACT A) LOTS 1 TO 6 IN E. SMITH'S SUBDIVISION OF LOT 10 AND THE SOUTH THREE-QUARTERS OF LOT 7 IN BLOCK 18 IN ADDITION TO CHICAGO (EXCEPT THE WEST 27 FEET THEREOF CONDEMNED BY THE CITY OF CHICAGO FOR WIDENING STATE STREET) IN FRACTIONAL SECTION 15, TOWNSHIP 39 TOXTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS;

#### **ALSO**

(TRACT B) LOTS 7 AND 8 IN E. SMITH'S SUBDIVISION OF LOT 10 AND THE SOUTH THREE-QUARTERS OF LOT 7 IN BLOCK 18 IN ADDITION TO CHICAGO IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

#### **ALSO**

(TRACT C) TOGETHER WITH ALL THE VACATED ALL FY IN E. SMITH'S SUBDIVISION OF LOT 10 AND THE SOUTH THREE-QUARTERS OF LOT 7 ALL IN BLOCK 18 IN ADDITION TO CHICAGO IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE, 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

EXCEPT THAT PART OF THE ABOVE TRACTS A, B AND C OF LAND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +119.00 FEET CHILAGO CITY DATUM AND LYING NORTH OF A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF SAID TRACT THROUGH A POINT THEREIN 140.48 FEET NORTH OF THE SOUTHWEST CORNER OF SAID TRACT;

#### ALSO

(TRACT D) (AIR RIGHTS PARCEL): ALL THE PROPERTY AND SPACE LYING ABOVE A PORIZONTAL PLANE LOCATED 119 FEET ABOVE THE CITY OF CHICAGO DATUM, CONTAINED WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF SUBLOTS 1 AND 2 OF LOT 2 SUBLOTS 1 AND 2 OF LOT 3 SUBLOTS 1 AND 2 OF LOT 6 AND SUBLOT 1 OF THE NORTH 1/4 OF LOT 7(EXCEPTING FROM SAID LOTS THE WEST 27 FEET THEREOF CONDEMNED BY THE CITY OF CHICAGO FOR THE WIDENING OF STATE STREET) IN BLOCK 18 IN CANAL TRUSTEES ADDITION TO CHICAGO IN FRACTIONAL SECTION 15 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

NON-EXCLUSIVE EASEMENTS AS SET FORTH IN ARTICLE 1, SECTION 1.1 OF THE RECIPROCAL SEM.
2411806.
OR PUBLIC .

Address commonly knu.
8 East 9th Street
Chicago, IL 60605 EASEMENT AND OPERATING AGREEMENT RECORDED AUGUST 29, 2006 AS DOCUMENT NUMBER 0624118065, AS AMENDED FROM TIME TO TIME, FOR THE BENEFIT OF PARCEL 1 AND PARCEL 2