

Doc# 2227741028 Fee \$105.00

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

KAREN A. YARBROUGH COOK COUNTY CLERK

DATE: 10/04/2022 11:32 AM PG: 1 OF 21

PREPARED BY AND UPON RECORDATION RETURN TO:

Paul Hastings LLP 515 South Flower St., 25th Floor Los Angeles, California 90071 Attention: Pablo Clarke

Opon Op

Cook County, Illinois

#### AMENDED AND RESTATED ASSIGNMENT OF LEASES AND RENTS

AGJ 2WD O WATR 1 LLC,
AG 2 W. DELAWARE ACCUISITION LLC,
each a Delaware limited hability company,

as assignor

(Borrower)

To

DELPHI CRE FUNDING LLC, a Delaware limited liability company,

as assignee

(Lender)

Dated:

September 30, 2022

Location:

Two West Delaware Street, Chicago, Illinois 60606

Unit Nos.: See Exhibit A attached hereto

APN:

See Exhibit A attached hereto

US-DOCS\129510270



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#### AMENDED AND RESTATED ASSIGNMENT OF LEASES AND RENTS

THIS AMENDED AND RESTATED ASSIGNMENT OF LEASES AND RENTS (hereinafter, together with any and all amendments, supplements, modifications or restatements of any kind, referred to as this "Assignment") is made as of this September 30, 2022, by AG 2 W. DELAWARE ACQUISITION LLC and AGJ 2WD OWNER 1 LLC, each a Delaware limited liability company, having an address at 245 Park Avenue, 24th Floor, New York, NY 10167, as assignor (individually and collectively, "Assignor") to DELPHI CRE FUNDING LLC, a Delaware limited liability company, having an address at c/o ACORE Capital Mortgage, LP, 80 E. Sir Francis Drake Blvd., Suite 2A, Larkspur, California 94939 (together with its successors and/or assigns, "Assignee").

#### **RECITALS:**

WHEREAS, pursuant to that certain Amended and Restated Loan Agreement dated of the date hereof between Assignor and Assignee, Assignee made a Loan to Assignor in the original principal amount of up to ONE HUNDRED THIRTY MILLION EIGHT HUNDRED FORTY-FIVE THOUSAND AND 00/100THS DOLLARS (\$130,345,000.00) (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

WHEREAS, Assignee is not willing to enter into the Loan Agreement with Assignor unless Assignor executes and delivers this Assignment; and

NOW, THEREFORE, as an inducement to Assignee to enter into the Loan Agreement, and for other good and valuable consideration, the receipt and logal sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

Assignment. Assignor hereby absolutely and unconcretionally assigns and grants to Assignee all of Assignor's right, title and interest in and to the following property, rights, interests and estates, now owned, or hereafter acquired by Assignor: (a) all existing and future Leases encumbering or relating to the real property (and the improvements thereon) more particularly described in Exhibit A attached hereto; (b) all rents, rent equivalents, moneys payable as damages (includin; payments by reason of the rejection of a Lease in a Bankruptcy Action) or in lieu of rent equivalents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and boruses), income, fees, receivables, deposits (including, without limitation, security, utility and other deposits) accounts and receipts payable pursuant to any Lease or otherwise from such real property and/or improvements whether paid or accruing before or after the filing by or against Assignor of any petition for relief under the 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code"), including all claims and rights to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code (collectively, the "Rents"); (c) all of Assignor's right, title and interest in and claims under any and all lease guaranties, letters of credit and any other credit support (a "Lease Guaranty") given by any Person in connection with any of the Leases; (d) all proceeds from the sale or other disposition of the Leases, the Rents, and the Lease Guaranties; (e) all rights, powers, privileges, options and other benefits of Assignor as lessor under the Leases and beneficiary under the Lease Guaranties, including without limitation the immediate and continuing right to make claim for, receive and collect all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Debt), and to do all other

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things which Assignor or any lessor is or may become entitled to do under the Leases or the Lease Guaranties; and (f) any and all other rights of Assignor in and to the items set forth in clauses (a) through (e) above, and all amendments, modifications, replacements, renewals and substitutions thereof.

- 2. Present Assignment and License Back. The assignment described in Section 1 above constitutes a present, absolute assignment of the property and rights described therein (and is not an assignment for security purposes only); provided, however, subject to the terms of the Loan Agreement, Assignee grants to Assignor a revocable license to collect, receive, use and enjoy the Rents and other sums due under the Leases and the Lease Guaranties, and to otherwise deal with the Leases, in accordance with the terms and conditions of the Loan Agreement effective so long as no Event of Default has occurred and is continuing.
- Default; Remedies. Upon the occurrence and during the continuance of an Event of Default: (a) the license granted to Assignor in Section 2 of this Assignment shall automatically be revoked, and Assignee shall immediately be entitled to possession of all Rents and sums due under any Lease Guaranties, whether or not Assignee enters upon or takes control of the Property; provided, however, that if an Event of Default is waived by Assignee, the license granted to Assignor in Section 2 above will automatically be reinstated; (b) Assignee shall have the right to enter upon the Property in person, by agent or by court-appointed receiver, and shall have an absolute right to the appointment of a receiver of its choosing, to facilitate of exercise Assignee's rights and remedies hereunder; (c) Assignee, at its option, may (i) complete any construction on the Property in such manner and form as Assignee deems advisable, subject to the terms of the Completion Guaranty, (ii) exercise all rights and powers of Assignor, including, without limitation, the right to negotiate, execute, cancel, enforce or modify any Leases, obtain and evict tenants, and demand, tue for collect and receive all Rents from the Property and all sums due under any Lease Guaranties, (iii) req ire Assignor to pay monthly in advance to Assignee, or any receiver appointed to collect the Rents, the fair and easonable rental value for the use and occupancy of such part of the Property as may be in possession of Assignor, and/or (iv) require Assignor to vacate and surrender possession of the Property to Assignee or to such receiver and, if in default thereof, Assignor may be evicted by summary proceedings or otherwise. Assignor hereby authorizes and directs the lessees named in the Leases or any other future lessees under Leases and all guarantors of a Lease to pay over to Assignee or to such other party as Assignee directs all Rents and all sums due under any Lease Guaranties upon receipt from Assignee of written notice to the effect that Assignee is then the holder of this Assignment and that an Event of Default (as defined in the Loan Agreement) has occurred and is continuing, and to continue so to do until otherwise notified by Assignee. Assignor grants Assignee an irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in this Assignment, effective during the continuance of an Event of Default. Nothing herein contained shall be construed as constituting Assignee a "mortgagee in possession" in the susence of the taking of actual possession of the Property by Assignee. In the exercise of the powers of granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor, except in each case in the event of illegal acts, willful misconduct, fraud, or gross negligence of Assignee or Assignee's breach of the Loan Documents
- 4. Waivers. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the power and rights granted to Assignee hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Loan Agreement, the Note, or the other Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The right of Assignee to collect the Debt and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Assignor hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or crossclaim of any nature whatsoever with respect to the obligations of Assignor under this Assignment, the Loan Agreement, the

Note, the other Loan Documents or otherwise with respect to the Loan in any action or proceeding brought by Assignee to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Loan Agreement, the Note, or any of the other Loan Documents (provided, however, that the foregoing shall not be deemed a waiver of Assignor's right to assert any compulsory counterclaim if such counterclaim is compelled under local law or rule of procedure, nor shall the foregoing be deemed a waiver of Assignor's right to assert any claim which would constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against Assignee in any separate action or proceeding).

- Bankruptcy. After the occurrence and during the continuance of an Event of Default, Assignee shall have the right to proceed in its own name or in the name of Assignor in respect of any claim, suit, act on or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Assignor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code. If there shall be filed by or against Assignor a petition under the Bankruptcy Code, and Assignor, as lesser under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Assignor shall give Assignee not less than ten (10) days' prior notice of the date on which Assignor shall apply to the bankruptcy court for authority to reject the Lease. Assignee shall have the right, but not the obligation, to serve upon Assignor within such ten-day period a notice stating that (i) Assignee demands that Assignor assume and assign the Lease to Assignee pursuant to Section 365 of the Bankruptcy Code and (ii) Assignee covenants to cure or provide adequate assurance of future performance under the Lease. If Assignee serves upon Assignor the notice described in the preceding sentence, Assignor shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Assignee of he covenant provided for in clause (ii) of the preceding sentence.
- 6. No Liability of Assignee. This Assignment shall not be construed to bind Assignee to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Assignee. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to lease space at the Property after an Event of Default or from any other act or omission of Assignee in managing the Property after an Event of Default unless such loss is caused by the gross negligence, illegal acts, willful misconduct or bad faith of Assignee.
- 7. No Oral Change. This Assignment and any provisions hereed may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Assignor or Assignee, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.
- 8. <u>Inapplicable Provisions</u>. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.
- 9. GOVERNING LAW; JURISDICTION; SERVICE OF PROCESS. WITH RESPECT TO MATTERS RELATING TO THE CREATION, PERFECTION AND PROCEDURES RELATING TO THE ENFORCEMENT OF THE LIENS CREATED PURSUANT TO THIS ASSIGNMENT, 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 SUCH STATE, AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE LOAN DOCUMENTS, THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO PRINCIPLES 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 SAID COUNTY, (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. ASSIGNOR DOES HEREBY **DESIGNATE AND APPOINT:** 

#### THE AGENT PROVIDED FOR IN SECTION 8.3 OF THE LOAN AGREEMENT

AS ITS AUTHORIZED AGENT TO ACCEPT AND ACKNOWLEDGE ON ITS BEHALF SERVICE OF ANY AND ALL PROCESS WHICH MAY BE SERVED IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY FEDERAL OR STATE COURT IN NEW YORK, NEW YORK, AND AGREES THAT SERVICE OF PROCESS UPON SAID AGENT AT SAID ADDRESS AND WRITTEN NOTICE OF SAID SERVICE MAILED OR DELIVERED TO ASSIGNOR IN THE MANNER PROVIDED HEREIN SHALL BE DEEMED IN LVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON ASSIGNOR IN ANY SUCH SUIT, ACTION OR PROCEEDING IN THE STATE OF NEW YORK. ASSIGNOR (I) SHALL GIVE PROMPT NOTICE TO ASSIGNEE OF ANY CHANGED ADDRESS OF ITS AUTHORIZED AGENT HEREUNDER, (II) MAY AT ANY TIME AND FROM TIME TO TIME DESIGNATE A SUBSTITUTE AUTHORIZED AGENT WITH AN OFFICE IN NEW YORK, NEW YORK (WHICH SUBSTITUTE AGENT AND OFFICE SHALL BE DESIGNATED AS THE PERSON AND ADDRESS FOR SERVICE OF PROCESS). AND (III) SHALL PROMPTLY DESIGNATE SUCH A SUBSTITUTE IF ITS AUTHORIZED AGENT CEASES TO HAVE AN OFFICE IN NEW YORK, NEW YORK OR IS DISSOLVED WITHOUT LEAVING A SUCCESSOR. NOTHING CONTAINED IN THIS ASSIGNMENT SHALL PREVENT ASSIGNEE FROM BRINGING AN ACTION, ENFORCING ANY AWARD OR JUDGMENT, OR EXERCISING ANY RIGHT OR REMEDY AGAINST ASSIGNOR, OR AGAINST ANY SECURITY OR COLLATERAL FOR THE DEBT, WITHIN ANY OTHER COUNTY, STATE OR ANY OTHER FOREIGN OR DOMESTIC JURISDICTION.

10. WAIVER OF TRIAL BY JURY. ASSIGNOR AND ASSIGNEE (BY ITS ACCEPTANCE OF THIS ASSIGNMENT) HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THIS ASSIGNMENT, THE NOTE, OR THE OTHER LOAN DOCUMENTS OR ANY ACTS OR OMISSIONS OF ASSIGNEE, ITS OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH OF ASSIGNOR AND ASSIGNEE AND IS

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INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH OF ASSIGNOR AND ASSIGNEE ARE HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER.

- 11. <u>Termination of Assignment</u>. Upon payment in full of the Debt, this Assignment shall become and be void and of no effect.
- 12. <u>Notices</u>. All notices or other written communications hereunder shall be delivered in accordance with <u>Section 8.6</u> of the Loan Agreement.
- 13 <u>Exculpation</u>. The provisions of <u>Section 6.3</u> of the Loan Agreement are hereby incorporated by reference into this Assignment to the same extent and with the same force as if fully set forth herein.
- 14. <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns forever.
- 15. <u>State-Specific Provicions</u>. The terms and conditions of this <u>Section 15</u> shall control over any inconsistent terms and conditions cleewhere in this Assignment.
- (a) It is the intentical of Assignor and Assignee that the enforcement of the terms and provisions of this Assignment shall be accomplished in accordance with the Illinois Mortgage Foreclosure Law (the "Act"), 735 ILCS 5/15-1101 et seq. and that the provisions of the Act shall take precedence over the provisions of this Assignment, but shall not invalidate or render unenforceable any other provision of this Assignment that can be construed in a manner consistent with the Act. If any provision of this Assignment shall grant to Assignee any rights or remedies which are more limited than the rights that would otherwise be vested in Assignee under the Act in the absence of such provision, Assignee shall be vested with the rights granted in the Act to the full extent permitted by law. With respect to the Act, Assignor agrees and covenants that:
- (b) Assignor and Assignee shall have the benefit of a'l of the provisions of the Act, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the Act which is specifically referred to herein may be repealed, Assignee shall have the benefit of such provision as most recently existing prior to such repeal as though the same were incorporated herein by express reference; and
- (c) In addition to any provision of this Assignment authorizing the Assignee to take or be placed in possession of the Property, or for the appointment of a receiver, Assignee shall have the right, in accordance with Sections 15-1701 and 15-1702 of the Act, to be placed in the possession of the Property or at its request to have a receiver appointed, and such receiver, or Assignee, if and when placed in possession, shall have, in addition to any other powers provided in this Assignment, all rights, powers, immunities, and duties and provisions set forth in Sections 15-1701 and 15-1703 of the Act.
- 16. Amendment and Restatement. This Assignment amends, restates, and replaces in its entirety that certain Assignment of Leases and Rents dated as of October 27, 2020, executed by AGJ 2WD Owner 1 LLC, AGJ 2WD Owner 2 LLC, AGJ 2WD Owner 3 LLC, and AGJ 2WD Owner 4 LLC, each a Delaware limited liability company, for the benefit of Beneficiary (the "Prior Assignment"); provided, however, notwithstanding the foregoing, in the event that this Assignment or any of the other Loan Documents are declared by a court of competent jurisdiction to be a preference, fraudulent conveyance, or otherwise invalidated under any applicable bankruptcy or insolvency laws, the Prior

Assignment shall be deemed to be in full force and effect and not amended, restated or replaced by this Assignment.

[NO FURTHER TEXT ON THIS PAGE]

COOK COUNTY CLERK OFFICE RECORDING DIVISION 118 N. CLARK ST. ROOM 120 CHICAGO, IL 60602-1387

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IN WITNESS WHEREOF, Assignor has executed this instrument the day and year first above written.

AGJ 2WD OWNER 1 LLC
AG 2 W. DELAWARE ACQUISITION LLC,

each 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

Name: Title:

Matthew Lazar Vice President

STATE OF NEW YORK ) SS.:

COUNTY OF New YORK

On this \_5<sup>74</sup> 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 substribed 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 individuals acted, executed the instrument.

Notary Public

My Commission Expires:

WYNNE FONG
Notary Public, State of New York
No. 01F06019224
Qualified in New York County
Commission Expires Feb. 1, 2023

#### **EXHIBIT A**

(Legal Description of Property)

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:

UNITS 301, 303, 304, 401, 402, 403, 404, 501, 502, 503, 601, 602, 603, 604, 702, 704, 802, 803, 804, 901, 902, 903, 305, 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, 1862, 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, 2202, 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, CU-26. 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, (IU-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-86, 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 N 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

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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 MAINTENANCE OF FACILITIES: WALTON MANSIONS AND WALTON SOUTH RECORDED MARCH 19, 200° AS DOCUMENT NUMBER 0907822030.

NON-EXCLUSIVE FASEMENTS 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 2:

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, DEING 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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### **UNOFFICIAL COPY**

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 PEREWITH.

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 THE PEOF, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF EASEMENTS FOR ACCESS, CONSTRUCTION, ENCROACHMENTS AND SHARED FACILITIES RECORDED APRIL 10, 2015 AS DOCUMENT NO. 1512041141.

#### PARCEL 3:

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 5, 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 LIE TED 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 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.

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### **UNOFFICIAL COPY**

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 FASEMENTS 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:

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 1023016047, AND AMENDMENT RECORDED OCTOBER 17, 2011 AS DOCUMENT NUMBER 1023016047, AND AMENDMENT RECORDED INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

ALSO, THE FOLLOWING EASEMENT PARCELS SHOWN BELOW FOR THE BENER'T 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 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 5:

UNITS 807, 907, 1008, 1208, 1504, 1607, 1808, 2407, 2807, 3002, GU-99, GU-100, GU-138, GU-139, GU-153, GU-210, GU-231, GU-232, GU-235, GU-237, GU-239, GU-240, GU-296 AND GU-342 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 62 ING LOCATED ON LOT 5 IN WALTON ON THE PARK SUBDIVISION, RECORDED SEPTEMBEP. 19, 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 102(039)84, 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, ILLING S.

ALSO, THE FOLLOWING EASEMENT PARCELS SHOWN BELOW FOR THE CEI TEFIT 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 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 6.

UNIT NOS. 504, 701, 801, 805, 806, 808, 904, 905, 1002, 1003, 1106, 1205, 1206, 1307, 1406, 1506, 1708, 1807, 2207, 22%, 2305, 2505, 2506, 2605, 2606, 2707, 2806, 3004, 3104, GU-35, GU-46, GU-47, GU-49, GU-50, GU-58, GU-60, GU-69, GU-70, GU-77, GU-98, GU-101, GU-122, GU-123, GU-124, GU-135, GU-136, GU-137, GU-142, GU-143, GU-144, GU-145, GU-146, GU-154, GU-155, GU-161, GU-182, GU-183, GU-186, GU-190, GU-214, GU-217, GU-236, GU-246, GU-265, GU-279, GU-280 AND GU-285, IN THE WALTON ON THE PARK SOUTH CONDOMINIUM, AS DELINEATED ON A SURVEY OF THAT PORTION OF LOT 5 IN WALTON ON THE PARK SUBDIVISION RECORDED SEPTEMBER 10, 2008 AS DOCUMENT NO. 0825418053, NOW DESCRIBED AS LOT 1 IN WALTON ON THE PARK SOUTY SUBDIVISION, BEING A SUBDIVISION OF LOT 5 IN WALTON ON THE PARK SUBDIVISION, IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4 AND IN THE SOUTH FRACTIONAL HALF OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 27, 2010 AS DOCUMENT NO. 1020834063, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED MAY 27, 2010 AS DOCUMENT NO. 1014715029, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENT GE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

TOGETHER WITH THE EXCLUSIVE RIGHT TO USE OF STORAGE SPACES S-12, S-17, S-21, S-25, S-27, S-31, S-32, S-48, S-63, S-70, S-78, S-96, S-103, S-126, S-135, S-136, S-156, S-157, S-162, S-163, S-167, S-169, S-170, S-172, S-186 AND S-193, BEING LIMITED COMVON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM AFORESAID, RECORDED AS DOCUMENT NO. 1014716029.

TOGETHER WITH NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 6 FOR INGRESS, EGRESS, USE AND ENJOYMENT AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENT: RECIPROCAL EASEMENT AGREEMENT RECORDED AS DOCUMENT NO. 1014716028, AS FURTHER AFFECTED BY THE AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS: RECIPROCAL EASEMENT AGREEMENT, RECORDED ON MARCH 14, 2016, AS DOCUMENT NO. 1607444025.

#### PARCEL 7:

UNIT NOS. 703 AND GU-199 IN WALTON ON THE PARK SOUTH CONDOMINIUM, AS DELINEATED AND DEFINED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: A PORTION OF LOT 5 IN WALTON ON THE PARK SUBDIVISION, NOW

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### **UNOFFICIAL COPY**

DESCRIBED AS LOT 1 IN WALTON ON THE PARK SOUTH SUBDIVISION, BEING A SUBDIVISION OF LOT 5 IN WALTON ON THE PARK SUBDIVISION, IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4 AND IN THE SOUTH FRACTIONAL HALF OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 27, 2010 AS DOCUMENT NO. 1020834063, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED MAY 27, 2010 AS DOCUMENT NO. 1014716029, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

TOGETHER WITH THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE S-19, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM AFORESAID, RECORDED AS DOCUMENT NUMBER 1014716029.

#### PARCEL 8:

UNIT GU-229 IN WALTON ON THE PARK SOUTH CONDOMINIUM, AS DELINEATED AND DEFINED ON A PLAT OF CURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: A PORTION OF LOT 5 IN WALTON ON THE PARK SUBDIVISION, NOW DESCRIBED AS LOT 1 IN WALTON ON THE PARK SCUTH SUBDIVISION, BEING A SUBDIVISION OF LOT 5 IN WALTON ON THE PARK SUBDIVISION, IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4 AND IN THE SOUTH F'KACTIONAL HALF OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 27, 2010 AS DOCUMENT NO. 1020834063, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED MAY 27, 2010 AS DOCUMENT NO. 1014716029, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

#### PARCEL 9:

UNIT NOS. 2702, GU-39 AND GU-63 IN WALTON ON THE PARK SOUTH CONDOMINIUM, AS DELINEATED AND DEFINED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: A PORTION OF LOT 5 IN WALTON ON THE PARK SUBDIVISION, NOW DESCRIBED AS LOT 1 IN WALTON ON THE PARK SOUTH SUBDIVISION, BEING A SUBDIVISION OF LOT 5 IN WALTON ON THE PARK SUBDIVISION, IN THE FAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4 AND IN THE SOUTH FRACTIONAL HALF OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL NEUDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 27, 2010 AS DOCUMENT NO. 1020834063, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED MAY 27, 2010 AS DOCUMENT NO. 1014716029, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

TOGETHER WITH THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE S-166, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM AFORESAID, RECORDED AS DOCUMENT NUMBER 1014716029.

#### PARCEL 10:

UNIT NOS. 1907 AND GU-169 IN WALTON ON THE PARK SOUTH CONDOMINIUM, AS DELINEATED AND DEFINED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: A PORTION OF LOT 5 IN WALTON ON THE PARK SUBDIVISION, NOW DESCRIBED AS LOT 1 IN WALTON ON THE PARK SOUTH SUBDIVISION, BEING A SUBDIVISION OF LOT 5 IN WALTON ON THE PARK SUBDIVISION, IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4 AND IN THE SOUTH FRACTIONAL HALF OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 27, 2010 AS DOCUMENT NO. 1020834063 WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED MAY 27, 2010 AS DOCUMENT NO. 1014716029, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE LYTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

TOGETHER WITH THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE S-111, A LIMITED COMMON ELLMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM AFORESAID, RECORDED AS DOCUMENT NUMBER 1014716029.

#### PARCEL 11:

UNIT NOS. 2507 AND GU-238 IN WALTON ON THE PARK SOUTH CONDOMINIUM, AS DELINEATED AND DEFINED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: A PORTION OF LOT 5 IJ WALTON ON THE PARK SUBDIVISION, NOW DESCRIBED AS LOT 1 IN WALTON ON THE PARK SOUTH SUBDIVISION, BEING A SUBDIVISION OF LOT 5 IN WALTON ON THE PARK SUBDIVISION, IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4 AND IN THE SOUTH FRACTIONAL HALF OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 21, 2010 AS DOCUMENT NO. 1020834063, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED 14AY 27, 2010 AS DOCUMENT NO. 1014716029, AS AMENDED FROM TIME TO TIME, TOGETHET, WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

TOGETHER WITH THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE S-158, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACLED TO THE DECLARATION OF CONDOMINIUM AFORESAID, RECORDED AS DOCUMENT NUMBER 1014716029.

#### PARCEL 12:

UNIT GU-245 IN WALTON ON THE PARK SOUTH CONDOMINIUM, AS DELINEATED AND DEFINED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: A PORTION OF LOT 5 IN WALTON ON THE PARK SUBDIVISION, NOW DESCRIBED AS LOT 1 IN WALTON ON THE PARK SOUTH SUBDIVISION, BEING A SUBDIVISION OF LOT 5 IN WALTON ON THE PARK SUBDIVISION, IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4 AND IN THE SOUTH FRACTIONAL HALF OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 27, 2010 AS DOCUMENT NO. 1020834063, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM

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OWNERSHIP RECORDED MAY 27, 2010 AS DOCUMENT NO. 1014716029, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

#### PARCEL 13:

UNIT NOS. GU-225, GU-226, GU-228, GU-229, GU-233, GU-234, GU-241, GU-242, GU-243, GU-244, GU-245, GU-247, GU-248, GU-249, GU-250, GU-251, GU-252, GU-253, GU-254, GU-255, GU-256, GU-257, GU-258, GU-259, GU-260, GU-261, GU-262, GU-263, GU-266, GU-267, GU-268, GU-269, GU-270, GU-271, GU-272, GU-273, GU-274, GU-275, GU-276, GU-277, GU-278, GU-281, GU-282, GU-283, GU-284, GU-287, GU-288, GU-289, GU-290, GU-291, GU-293, GU-295, GU-299, GU-300. GU-201. GU-302. GU-303. GU-304. GU-305. and GU-306 IN THE WALTON ON THE PARK SOUTH CONDOMINUM, AS DELINEATED ON A SURVEY ON THAT PORTION OF LOT 5 IN WALTON ON THE PARK SUBDIVISION RECORDED SEPTEMBER 10, 2008 AS DOCUMENT NO. 0825418053, NOW DESCRIBED AS LOT 1 IN WALTON ON THE PARK SOUTH SUBDIVISION, BEING A SUBDIVISION OF LOT 5 IN WALTON ON THE PARK SUBDIVISION, IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4 AND IN THE SOUTH FRACTIONAL HALF OF SECTIONAL 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 27, 2010 AS DOCUMENT NO. 1020834062, WHICH PLAY OF SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED MAY 27, 2010 AS DOCUMENT NO. 1014716029, AS AMENDED FROM PIME TO TIME, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 13 FOR INGRESS, EGRESS, USE AND ENJOYMENT AS CREATED BY DECLAPATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENT: RECIPROCAL EASEMENT AGREEMENT RECORDED AS DOCUMENT NO. 1014716028, AS FURTHER AFFECTED BY THE AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS: CH I RECIPROCAL EASEMENT AGREEMENT, RECORDED ON MARCH 14, 2016, AS DOCUMENT NO. 1607444025.

#### 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) 17-04-435-034-1012 (Affects Unit 504) 17-04-435-034-1013 (Affects Unit 601) 17-04-435-034-1014 (Affects Unit 602)

17-04-435-034-1015 (Affects Unit 603)

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17-04-435-034-1016 (Affects Unit 604)
17-04-435-034-1017 (Affects Unit 701)
17-04-435-034-1018 (Affects Unit 702)
17-04-435-034-1019 (Affects Unit 703)
17-04-435-034-1020 (Affects Unit 704)
17-04-435-034-1021 (Affects Unit 801)
17-04-435-034-1022 (Affects Unit 802)
17-04-435-034-1023 (Affects Unit 803)
17-04-435-034-1024 (Affects Unit 804)
17-04-435-034-1025 (Affects Unit 805)
17-04-435-034-1026 (Affects Unit 806)
17-04-435 034 1027 (Affects Unit 807)
17-04-435-03/-) 028 (Affects Unit 808)
17-04-435-034-1029 (Affects Unit 901)
17-04-435-034-1030 (Affects Unit 902)
17-04-435-034-1031 (Affects Unit 903)
17-04-435-034-1032 (Affects Unit 904)
17-04-435-034-1033 (Affects Unit 905)
17-04-435-034-1034 (Affects In 1906)
17-04-435-034-1035 (Affects Unit 907)
                                      Of County Clart's Office
17-04-435-034-1036 (Affects Unit 908)
17-04-435-034-1037 (Affects Unit 100 N
17-04-435-034-1038 (Affects Unit 1002)
17-04-435-034-1039 (Affects Unit 1003)
17-04-435-034-1040 (Affects Unit 1004)
17-04-435-034-1041 (Affects Unit 1005)
17-04-435-034-1042 (Affects Unit1006)
17-04-435-034-1043 (Affects Unit 1007)
17-04-435-034-1044 (Affects Unit 1008)
17-04-435-034-1045 (Affects Unit 1101)
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17-04-435-034-1047 (Affects Unit 1103)
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17-04-435-034-1054 (Affects Unit 1202)
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17-04-435-034-1059 (Affects Unit 1207)
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17-04-435-034-1062 (Affects Unit 1302)
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17-04-435-034-1065 (Affects Unit 1305)
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17-04-435-034-1070 (Affects Unit 1402)
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17-04-435-034-1084 (Affects Unit 1508)
17-04-435-034-1085 (Affects Unit 1601)
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17-04-435-034-1087 (Affects Unit 1603)
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17-04-435-034-1095 (Affects Unit 1703)
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17-04-435-034-1098 (Affects Unit 1706)
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17-04-435-034-1101 (Affects Unit 1801)
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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)
17-04-435-034-1115 (Affects Unit 1907)
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1/-04-455-054-1105 (Affects Offic 2005)	

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17-04-435-034-1185 (Affects Unit 2°32)
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17-04-435-034-1186 (Affects Unit 2904)
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17-04-435-034-1191 (Affects Unit 3002)
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17-04-435-034-1203 (Affects GU-2)
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17-04-435-034-1222 (Affects GU-29)
17-04-435-034-1235 (Affects GU 30)
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17-04-435-034-1232 (Afrects GU-32)
17-04-435-034-1233 (Affects GU-33)
                                SOOF COUNTY CLOTH'S OFFICE
17-04-435-034-1234 (Affects @U-54)
17-04-435-034-1235 (Affects GU-35)
17-04-435-034-1236 (Affects GU-3C)
17-04-435-034-1237 (Affects GU-37)
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17-04-435-034-1276 (Affects GU-76)
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17-04-435-034-1284 (Affects GU-C4)
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                                  OOF COUNTY CLOPT'S OFFICE
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17-04-435-034-1415 (Affects GU-222)
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17-04-435-034-1416 (Affects GU-223) 17-04-435-034-1417 (Affects GU-224) 17-04-435-034-1418 (Affects GU-225) 17-04-435-034-1419 (Affects GU-226) 17-04-435-034-1420 (Affects GU-228) 17-04-435-034-1421 (Affects GU-229) 17-04-435-034-1422 (Affects GU-231) 17-04-435-034-1423 (Affects GU-232) 17-04-435-034-1424 (Affects GU-233) 17-04-435-034-1425 (Affects GU-234) 17-04-435-034-1426 (Affects GU-235) 17-04-435 (34-1427 (Affects GU-236) 17-04-435-034-1428 (Affects GU-237) 17-04-435-034 1429 (Affects GU-238) 17-04-435-034-1+30 (Affects GU-239) 17-04-435-034-1431 (Affects GU-240) 17-04-435-034-1432 (Affec's GU-241) 17-04-435-034-1433 (Affects GU-242) 17-04-435-034-1434 (Affects GU-243) 17-04-435-034-1435 (Affects GU-244) 204 COUNTY CIEPTS OFFICE 17-04-435-034-1436 (Affects GU-245) 17-04-435-034-1437 (Affects GU-246) 17-04-435-034-1438 (Affects GU-247) 17-04-435-034-1439 (Affects GU-248) 17-04-435-034-1440 (Affects GU-249) 17-04-435-034-1441 (Affects GU-250) 17-04-435-034-1442 (Affects GU-251) 17-04-435-034-1443 (Affects GU-252) 17-04-435-034-1444 (Affects GU-253) 17-04-435-034-1445 (Affects GU-254) 17-04-435-034-1446 (Affects GU-255) 17-04-435-034-1447 (Affects GU-256) 17-04-435-034-1448 (Affects GU-257) 17-04-435-034-1449 (Affects GU-258) 17-04-435-034-1450 (Affects GU-259) 17-04-435-034-1451 (Affects GU-260) 17-04-435-034-1452 (Affects GU-261) 17-04-435-034-1453 (Affects GU-262) 17-04-435-034-1454 (Affects GU-263) 17-04-435-034-1455 (Affects GU-264) 17-04-435-034-1456 (Affects GU-265) 17-04-435-034-1457 (Affects GU-266) 17-04-435-034-1458 (Affects GU-267) 17-04-435-034-1459 (Affects GU-268) 17-04-435-034-1460 (Affects GU-269) 17-04-435-034-1461 (Affects GU-270) 17-04-435-034-1462 (Affects GU-271) 17-04-435-034-1463 (Affects GU-272) 17-04-435-034-1464 (Affects GU-273) 17-04-435-034-1465 (Affects GU-274)

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17-04-435-034-1466 (Affects GU-275)
17-04-435-034-1467 (Affects GU-276)
17-04-435-034-1468 (Affects GU-277)
17-04-435-034-1469 (Affects GU-278)
17-04-435-034-1470 (Affects GU-279)
17-04-435-034-1471 (Affects GU-280)
17-04-435-034-1472 (Affects GU-281)
17-04-435-034-1473 (Affects GU-282)
17-04-435-034-1474 (Affects GU-283)
17-04-435-034-1475 (Affects GU-284)
17-04-435-034-1476 (Affects GU-285)
17-04-435 \(\delta^2\)-1477 (Affects GU-286)
17-04-435-03/-1478 (Affects GU-287)
17-04-435-034-14/9 (Affects GU-288)
17-04-435-034-1480 (Affects GU-289)
17-04-435-034-1480 (Affects GU-290)
17-04-435-034-1482 (Affects GU-291)
17-04-435-034-1483 (Affects G11-293)
17-04-435-034-1484 (Affects GU-295)
                                   Oct County Clart's Office
17-04-435-034-1485 (Affects GU-296)
17-04-435-034-1486 (Affects GU-2)8)
17-04-435-034-1487 (Affects GU-299)
17-04-435-034-1488 (Affects GU-300)
17-04-435-034-1489 (Affects GU-301)
17-04-435-034-1490 (Affects GU-302)
17-04-435-034-1491 (Affects GU-303)
17-04-435-034-1492 (Affects GU-304)
17-04-435-034-1493 (Affects GU-305)
17-04-435-034-1494 (Affects GU-306)
17-04-435-034-1495 (Affects GU-307)
17-04-435-034-1496 (Affects GU-308)
17-04-435-034-1497 (Affects GU-309)
17-04-435-034-1498 (Affects GU-310)
17-04-435-034-1499 (Affects GU-311)
17-04-435-034-1500 (Affects GU-312)
17-04-435-034-1501 (Affects GU-313)
17-04-435-034-1502 (Affects GU-314)
17-04-435-034-1503 (Affects GU-315)
17-04-435-034-1504 (Affects GU-316)
17-04-435-034-1505 (Affects GU-317)
17-04-435-034-1506 (Affects GU-318)
17-04-435-034-1507 (Affects GU-319)
17-04-435-034-1508 (Affects GU-321)
17-04-435-034-1509 (Affects GU-322)
17-04-435-034-1510 (Affects GU-323)
17-04-435-034-1511 (Affects GU-324)
17-04-435-034-1512 (Affects GU-325)
17-04-435-034-1513 (Affects GU-326)
17-04-435-034-1514 (Affects GU-327)
17-04-435-034-1515 (Affects GU-328)
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17-04-435-034-1516 (Affects GU-329) 17-04-435-034-1517 (Affects GU-330) 17-04-435-034-1518 (Affects GU-331) 17-04-435-034-1519 (Affects GU-332) 17-04-435-034-1520 (Affects GU-330) 17-04-435-034-1521 (Affects GU-334) 17-04-435-034-1522 (Affects GU-335) 17-04-435-034-1523 (Affects GU-336) 17-04-435-034-1524 (Affects GU-337) 17-04-435-034-1525 (Affects GU-338) 17-04-435-034-1526 (Affects GU-340) 20 527 (r. 528 (Affe.

Columnia Clark's Office 17-04-435-034-1527 (Affects GU 341) 17-04-435-03 4-1528 (Affects GU-432)