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2320722014

THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING, RETURN TO:

Courtney E. Mayster
MUCH SHELIST
191 North Wacker Drive
Suite 1800
Chicago, Illinois 60606.1615

Doc# 2320722014 Fee \$85.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 07/26/2023 03:50 PM PG: 1 OF 18

PERMANENT TAX INDEX NUMBERS:

17-17-323-037-0000
17-17-323-039-0000
17-17-323-041-0000
17-17-323-043-0000
17-17-323-045-0000
17-17-323-047-0000
17-17-333-048-0000

This space reserved for Recorder's use only.

PROPERTY ADDRESS:

1202 – 30 and 1251 – 59 West Taylor Street
Chicago, Illinois 60607

MODIFICATION OF LEASEHOLD MORTGAGE AND LOAN DOCUMENTS

THIS MODIFICATION OF LEASEHOLD MORTGAGE AND LOAN DOCUMENTS (this "**Modification**") is dated as of June 29, 2023 by and between R3 RETAIL LLC, an Illinois limited liability company (the "**Borrower**") and WINTRUST BANK, NATIONAL ASSOCIATION (formerly known as Wintrust Bank, together with its successors and assigns, the "**Lender**").

RECITALS:

A. Lender has made a loan (the "**Loan**") to the Borrower in the original principal amount of ONE MILLION NINE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,900,000.00), as evidenced by a certain Promissory Note dated as of June 29, 2018 made by the Borrower and payable to Lender in the original principal amount of the Loan (the "**Note**").

B. The Note is secured by, among other things, (i) that certain Leasehold Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of June 29, 2018 from the Borrower to Lender and recorded with the Cook County, Illinois Recorder of Deeds (the "**Recorder's Office**") on July 2, 2018 as Document No. 1818306153 (the "**Mortgage**"), which Mortgage encumbers the Ground Lease Estate (as defined in the Mortgage), the real property and all improvements thereon legally described on Exhibit A attached thereto; (ii) that certain

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Assignment of Rents and Leases dated as of June 29, 2018 from the Borrower to the Lender and recorded in the Recorder's Office on July 2, 2018 as Document No. 1818306154 (the "Assignment of Rents"); (iii) that certain Amended and Restated Guaranty of Non-Recourse Carve-Outs dated as of June 29, 2023 executed by **LR DEVELOPMENT COMPANY LLC**, a Delaware limited liability company, d/b/a Related Midwest LLC (the "Guarantor") in favor of Lender (the "Guaranty"); and (iv) certain other loan documents (the Note, the Mortgage, the Assignment of Rents, the Guaranty, this Modification and the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to in this Modification as the "Loan Documents"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Loan Documents.

C. Borrower has requested that Lender amend the Loan in accordance with the terms and conditions set forth below.

AGREEMENTS:

NOW, THEREFORE, in consideration of: (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Modification); (ii) the agreements by Lender to modify the Loan Documents, as provided herein; (iii) agreement to pay Lender's reasonable expenses, including all of Lender's reasonable attorneys' fees and costs in connection with this Modification; (iv) the covenants and agreements contained herein; (v) the Guarantor executing and delivering the Guaranty to Lender; and (vi) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Maturity Date.** The Maturity Date of the Note shall be extended to **June 29, 2028**.
2. **Amendment of Note.** The Note shall be amended to extend the Maturity Date as set forth in that certain Amended and Restated Promissory Note of even date herewith made by Borrower and payable to Lender (the "Amended Note") in the principal amount of **ONE MILLION FIVE HUNDRED TWENTY SIX THOUSAND THREE HUNDRED THIRTY THREE AND 53/100 DOLLARS (\$1,526,333.53)**. As of the date hereof, the Amended Note shall be substituted for and replace in its entirety any prior note as evidence of the amounts due and owing to Lender. References in all Loan Documents to the "Note" shall mean the Amended Note.
3. **Guaranty.** As a condition precedent to this Modification, and in consideration therefor, Lender is requiring that Guarantor execute the Guaranty. As of the date hereof, the Guaranty shall be substituted for and replace in its entirety the prior guaranty as evidence of the amounts due and owing to Lender. References in all Loan Documents to the "Guaranty" shall mean the Amended and Restated Guaranty of Payment dated as of even date herewith.
4. **Representations, Warranties and Covenants of Borrower.** Borrower hereby represents, covenants and warrants to Lender as follows:
 - a. All representations, warranties and covenants in the Loan Documents shall now apply to the Property or Premises, all as defined in this Modification.

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- b. The representations and warranties in the Loan Documents are true and correct in all material respects as of the date hereof.
- c. There is currently no uncured Event of Default (as defined in the Loan Documents) under the Loan Documents, and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Loan Documents.
- d. The Loan Documents are in full force and effect and, following the execution and delivery of this Modification, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.
- e. There has been no material adverse change in the financial condition of Borrower or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.
- f. As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.
- g. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Modification has been duly executed and delivered on behalf of Borrower.

5. **Release by Borrower.** Borrower hereby releases and forever discharges Lender and its past and present officers, directors, employees, agents, attorneys, predecessors-in-interest, parents, subsidiaries, affiliates and assigns of and from any and all actions, claims, and causes of action, suits, debts, liabilities, dues, accounts, demands, obligations, costs, expenses, losses, damage and indemnities of every kind or nature whatsoever, whether known or unknown, suspected or unsuspected, contingent or fixed, in law or in equity, which Borrower has, may have had, own or hold, or at any time heretofore had, may have had, owned or held, whether based on contract, tort, statute, or other legal or equitable theory of recovery, relating to, or arising out of the Loan, the Note, the Loan Documents, this Modification, or the Property. Notwithstanding the foregoing, Borrower's release under this Section 5 shall not apply to any actions, claims, and causes of action, suits, debts, liabilities, dues, accounts, demands, obligations, costs, expenses, losses, damage or indemnities to the extent same arise from or with respect to any intentional act of Lender that occurs after the date hereof.

6. **Waiver of Defenses.** Borrower acknowledges that Borrower has no defenses, offsets, or counterclaims under the Loan, the Note or the Loan Documents that exist as of the date hereof. To the extent that any such defenses, offsets, or counterclaims exist as of the date hereof, they are hereby waived and released in consideration of Borrower's agreement to amend the Loan.

7. **Intentionally Deleted.**

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8. **Expenses.** As a condition precedent to the agreements contained herein, Borrower shall pay all reasonable out-of-pocket third-party costs and expenses incurred by Lender in connection with this Modification, including, without limitation, title charges, recording fees, appraisal fees and reasonable attorneys' fees and expenses.

9. **Miscellaneous.**

- a. This Modification shall be governed by and construed in accordance with the laws of the State of Illinois.
- b. This Modification shall not be construed more strictly against Lender than against Borrower merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower and Lender have contributed substantially and materially to the preparation of this Modification, and Borrower and Lender each acknowledge and waive any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Modification. Each of the parties to this Modification represents that it has been advised by its respective counsel of the legal and practical effect of this Modification, and recognizes that it is executing and delivering this Modification, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Modification, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.
- c. Notwithstanding the execution of this Modification by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower nor shall privity of contract be presumed to have been established with any third party.
- d. Borrower and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Modification, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.
- e. This Modification shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- f. Any references to the "Note", the "Mortgage", the "Guaranty" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgage, the Guaranty and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine

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and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

- g. This Modification maybe executed in one or more counterparts, all of which, when taken together, shall constitute one original Modification.
- h. Time is of the essence of Borrower's obligations under this Modification.

[REMAINDER OF PAGE BLANK - SIGNATURE PAGE FOLLOWS]

Property of Cook County Clerk's Office

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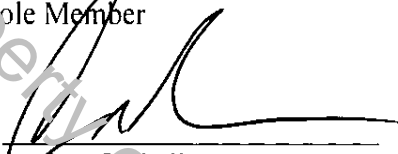
IN WITNESS WHEREOF, the parties hereto have executed this Modification of Leasehold Mortgage and Loan Documents dated as of the day and year first above written.

BORROWER:

RS RETAIL LLC,
an Illinois limited liability company

By: LR ABLA LLC, a Delaware limited liability company, its sole Member

By: LR Development Company LLC, a Delaware limited liability company,
d/b/a Related Midwest LLC,
its sole Member

By: 
Name: Curt E. Bailey
Its: President

LENDER:

WINTRUST BANK, NATIONAL ASSOCIATION

By: _____
Name: Brian Cullen
Its: SVP

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IN WITNESS WHEREOF, the parties hereto have executed this Modification of Leasehold Mortgage and Loan Documents dated as of the day and year first above written.

BORROWER:

RS RETAIL LLC,
an Illinois limited liability company


By: LR ABLA LLC, a Delaware limited liability company, its sole Member

By: LR Development Company LLC, a Delaware limited liability company,
o/b/a Related Midwest LLC,
its sole Member

By: _____
Name: Curt R. Bailey
Its: President

LENDER:

WINTRUST BANK, NATIONAL ASSOCIATION

By: 
Name: Brian Cullen
Its: SVP

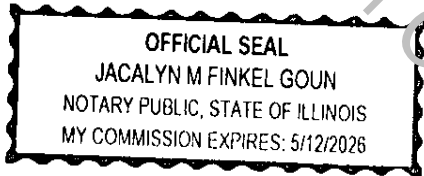
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Curt R. Bailey, the President of LR Development Company LLC, a Delaware limited liability company, d/b/a Related Midwest LLC, the sole Member of LR ABLA LLC, a Delaware limited liability company, the sole Member of RS RETAIL LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability companies, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of July, 2023.



[Signature]
Notary Public

My Commission Expires:

May 12, 2026

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Brian Cullen, a SVP of WINTRUST BANK, NATIONAL ASSOCIATION, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such SVP, he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ___ day of July, 2023.

Notary Public

My Commission Expires:

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES HEREBY CERTIFY** that **Curt R. Bailey**, the President of LR Development Company LLC, a Delaware limited liability company, d/b/a Related Midwest LLC, the sole Member of LR ABLA LLC, a Delaware limited liability company, the sole Member of **RS RETAIL LLC**, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability companies, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of July, 2023.

Notary Public
My Commission Expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Brian Cullen, a SVP of **WINTRUST BANK, NATIONAL ASSOCIATION**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such SV, he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12th day of July, 2023.

Sandra Vargas
Notary Public
My Commission Expires:
4-12-26



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EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

(A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.C. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, AS LESSOR, AND ROOSEVELT SQUARE I LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, AS LESSEE, DATED SEPTEMBER 1, 2004, WHICH LEASE WAS RECORDED SEPTEMBER 10, 2004 AS DOCUMENT 0425441023, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND AND THE BUILDINGS AND IMPROVEMENTS LOCATED THEREON AS OF THE DATE OF SAID GROUND LEASE, FOR A TERM OF 99 YEARS BEGINNING SEPTEMBER 1, 2004 AND ENDING AUGUST 31, 2103.

(B) THE OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED AND LOCATED ON THE LAND AFTER THE DATE OF THE GROUND LEASE, ALL AS DEFINED IN SAID GROUND LEASE RECORDED AS DOCUMENT 0425441023.

(C) NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF THE ESTATES AND INTERESTS DESCRIBED ABOVE AT PARAGRAPHS (A) AND (B) AS DESCRIBED AND DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY ROOSEVELT SQUARE 1 LIMITED PARTNERSHIP DATED AS OF SEPTEMBER 1, 2004 AND RECORDED SEPTEMBER 10, 2004 AS DOCUMENT 0425441029.

THE LAND:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING ABOVE ELEVATION 14.65 AND BENEATH ELEVATION 25.28 CITY OF CHICAGO DATUM:

PART OF LOT 14 AS DESIGNATED UPON PLAT 1 ROOSEVELT SQUARE, A RESUBDIVISION OF PART OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION AND THE SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO LING WITHIN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 14; THENCE SOUTH 89 DEGREES, 58 MINUTES, 19 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 4.26 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 41 SECONDS EAST, A DISTANCE OF 1.01 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00 DEGREES, 01 MINUTES, 41 SECONDS EAST, A DISTANCE OF 53.87 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS EAST, A DISTANCE OF 20.22 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 4.86 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS EAST, A DISTANCE OF 2.50 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 32.35 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 7.50 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 16.52 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 2.27 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 0.14 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 12.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 2:

(A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, AS LESSOR, AND ROOSEVELT SQUARE I LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, AS LESSEE, DATED SEPTEMBER 1, 2004, WHICH LEASE WAS RECORDED SEPTEMBER 10, 2004 AS DOCUMENT 0425441024, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND AND THE BUILDINGS AND IMPROVEMENTS LOCATED THEREON AS OF THE DATE OF SAID GROUND LEASE FOR A TERM OF YEARS BEGINNING SEPTEMBER 1, 2004 AND ENDING AUGUST 31, 2103.

(B) THE OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED AND LOCATED ON THE LAND AFTER THE DATE OF THE GROUND LEASE, ALL AS DEFINED IN SAID GROUND LEASE RECORDED AS DOCUMENT 0425441024.

(C) NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF THE ESTATES AND INTERESTS DESCRIBED ABOVE AT PARAGRAPHS (A) AND (B) AS DESCRIBED AND DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY ROOSEVELT SQUARE 1 LIMITED PARTNERSHIP DATED AS OF SEPTEMBER 1, 2004 AND RECORDED SEPTEMBER 10, 2004 AS DOCUMENT 0425441024.

THE LAND: ALL THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING ABOVE ELEVATION 14.65 AND BENEATH ELEVATION 25.28 CITY OF CHICAGO DATUM:

PART OF LOT 13 DESIGNATED UPON PLAT OF ROOSEVELT SQUARE, A RESUBDIVISION OR PART OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION AND THE SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO LYING WITHIN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 13; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 4.01 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 41 SECONDS EAST A DISTANCE OF 1.01 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00 DEGREES 01 MINUTES 41 SECONDS EAST, A DISTANCE OF 53.87 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 20.22 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 4.86 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 2.50 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 32.35 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS EAST, A DISTANCE OF 7.50 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 16.52 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS EAST, A DISTANCE OF 2.27 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 0.14 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS EAST, A DISTANCE OF 12.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

(A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED

Exhibit "A"

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BY: CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, AS LESSOR, AND ROOSEVELT SQUARE I LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, AS LESSEE, DATED SEPTEMBER 1, 2004, WHICH LEASE WAS RECORDED SEPTEMBER 10, 2004 AS DOCUMENT 0425441025, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND AND THE IMPROVEMENTS LOCATED THEREON AS OF THE DATE OF SAID GROUND LEASE FOR A TERM OF YEARS BEGINNING SEPTEMBER 1, 2004 AND ENDING AUGUST 31, 2103.

(B) THE OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED AND LOCATED ON THE LAND AFTER THE DATE OF THE GROUND LEASE, ALL AS DEFINED IN SAID GROUND LEASE RECORDED AS DOCUMENT 0425441025.

(C) NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF THE ESTATES AND INTERESTS DESCRIBED ABOVE AT PARAGRAPHS (A) AND (B) AS DESCRIBED AND DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY ROOSEVELT SQUARE 1 LIMITED PARTNERSHIP DATED AS OF SEPTEMBER 1, 2004 AND RECORDED SEPTEMBER 10, 2004 AS DOCUMENT 0425441030.

THE LAND: ALL THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING ABOVE ELEVATION 14.55 AND BENEATH ELEVATION 25.18 CITY OF CHICAGO DATUM:

PART OF LOT 12 AS DESIGNATED UPON PLAT 1 ROOSEVELT SQUARE, A RESUBDIVISION OF PART OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION AND THE SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO LYING WITH THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 12; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 4.26 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 41 SECONDS EAST, A DISTANCE OF 1.01 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00 DEGREES 01 MINUTES 41 SECONDS EAST, A DISTANCE OF 53.87 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS EAST, A DISTANCE OF 20.22 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 4.86 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS EAST, A DISTANCE OF 2.50 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 32.35 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 7.50 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 16.52 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS CHICAGO TITLE INSURANCE COMPANY WEST, A DISTANCE OF 2.27 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 0.14 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 12.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

(A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.C. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, AS LESSOR, AND ROOSEVELT SQUARE I LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, AS LESSEE, DATED SEPTEMBER 1, 2004, WHICH LEASE WAS

(B) RECORDED SEPTEMBER 10, 2004 AS DOCUMENT 0425441026, WHICH LEASE

Exhibit "A"

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DEMISES THE FOLLOWING DESCRIBED LAND AND THE BUILDINGS AND IMPROVEMENTS LOCATED THEREON AS OF THE DATE OF SAID GROUND LEASE, FOR A TERM OF 99 YEARS BEGINNING SEPTEMBER 1, 2004 AND ENDING AUGUST 31, 2103.

(C) THE OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED AND LOCATED ON THE LAND AFTER THE DATE OF THE GROUND LEASE, ALL AS DEFINED IN SAID GROUND LEASE RECORDED AS DOCUMENT 0425441026.

(D) NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF THE ESTATES AND INTERESTS DESCRIBED ABOVE AT PARAGRAPHS (A) AND (B) AS DESCRIBED AND DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY ROOSEVELT SQUARE 1 LIMITED PARTNERSHIP DATED AS OF SEPTEMBER 1, 2004 AND RECORDED SEPTEMBER 10, 2004 AS DOCUMENT 0425441031.

THE LAND: ALL THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING ABOVE ELEVATION 14.40 AND BENEATH ELEVATION 25.03 CITY OF CHICAGO DATUM:

PART OF LOT 10 AS DESIGNATED UPON PLAT 1 ROOSEVELT SQUARE, A RESUBDIVISION OF PART OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION AND THE SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO LYING WITHIN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 10; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 4.26 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 41 SECONDS EAST, A DISTANCE OF 1.01 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00 DEGREES 01 MINUTES 41 SECONDS EAST, A DISTANCE OF 53.87 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS EAST, A DISTANCE OF 20.22 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 4.86 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS EAST, A DISTANCE OF 2.50 FEET; THENCE 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 32.35 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 7.50 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 16.52 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 2.27 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 0.14 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 12.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

(A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, AS LESSOR, AND ROOSEVELT SQUARE 1 LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, AS LESSEE, DATED SEPTEMBER 1, 2004, WHICH LEASE WAS RECORDED SEPTEMBER 10, 2004 AS DOCUMENT 0425441027, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND AND THE BUILDINGS AND IMPROVEMENTS LOCATED THEREON AS OF THE DATE OF SAID GROUND LEASE, FOR A TERM OF 99 YEARS BEGINNING SEPTEMBER 1, 2004 AND ENDING AUGUST 31, 2103.

Exhibit "A"

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(B) THE OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED AND LOCATED ON THE LAND AFTER THE DATE OF THE GROUND LEASE, ALL AS DEFINED IN SAID GROUND LEASE RECORDED AS DOCUMENT 0425441027.

(C) NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF THE ESTATES AND INTERESTS DESCRIBED ABOVE AT PARAGRAPHS (A) AND (B) AS DESCRIBED AND DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY ROOSEVELT SQUARE 1 LIMITED PARTNERSHIP DATED AS OF SEPTEMBER 1, 2004 AND RECORDED SEPTEMBER 10, 2004 AS DOCUMENT 0425441032.

THE LAND: ALL THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING ABOVE ELEVATION 14.50 AND BENEATH ELEVATION 26.83 CITY OF CHICAGO DATUM:

PART OF LOT 15 AS DESIGNATED UPON PLAT 1 ROOSEVELT SQUARE, A RESUBDIVISION OF PART OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION AND THE SOUTH OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO LYING WITHIN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 15; THENCE NORTH 89 DEGREES 58 MINUTES 27 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 10.63 FEET TO A POINT; THENCE NORTH 45 DEGREES 00 MINUTES 08 SECONDS WEST, A DISTANCE OF 3.67 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 44 DEGREES 59 MINUTES 52 SECONDS EAST, A DISTANCE OF 5.10 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 3.15 FEET AND A CENTRAL ANGLE OF 180 DEGREES 00 MINUTES 00 SECONDS (THE CHORD OF WHICH BEARS NORTH 44 DEGREES 59 MINUTES 52 SECONDS EAST, A DISTANCE OF 6.29 FEET); THENCE NORTH 44 DEGREES 59 MINUTES 52 SECONDS EAST, A DISTANCE OF 5.10 FEET TO A POINT; THENCE NORTH 45 DEGREES 00 MINUTES 08 SECONDS WEST, A DISTANCE OF 2.00 FEET TO A POINT; THENCE SOUTH 44 DEGREES 59 MINUTES 52 SECONDS WEST, A DISTANCE OF 0.18 FEET TO A POINT; THENCE NORTH 45 DEGREES 00 MINUTES 08 SECONDS WEST, A DISTANCE OF 0.61 FEET TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 08 SECONDS WEST, A DISTANCE OF 31.26 FEET TO A POINT; THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS WEST, A DISTANCE OF 11.46 FEET TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 08 SECONDS WEST, A DISTANCE OF 2.99 FEET TO A POINT; THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS WEST, A DISTANCE OF 29.17 FEET TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 08 SECONDS WEST, A DISTANCE OF 12.01 FEET TO A POINT; THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS WEST, A DISTANCE OF 6.18 FEET TO A POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 08 SECONDS EAST, A DISTANCE OF 2.47 FEET TO A POINT; THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS WEST, A DISTANCE OF 8.58 FEET TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 08 SECONDS WEST, A DISTANCE OF 2.47 FEET TO A POINT; THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS WEST, A DISTANCE OF 38.95 FEET TO A POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 08 SECONDS EAST, A DISTANCE OF 57.67 FEET TO A POINT; THENCE NORTH 89 DEGREES 59 MINUTES 52 SECONDS EAST, A DISTANCE OF 82.93 FEET TO A POINT; THENCE SOUTH 45 DEGREES 00 MINUTES 08 SECONDS EAST, A DISTANCE OF 0.61 FEET TO A POINT; THENCE SOUTH 44 DEGREES 59 MINUTES 52 SECONDS WEST, A DISTANCE OF 0.18 FEET TO A POINT; THENCE SOUTH 45 DEGREES 00 MINUTES 08 SECONDS EAST, A DISTANCE OF 2.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 6:

(A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.C. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: CHICAGO HOUSING AUTHORITY, AN LLANOS MUNICIPAL CORPORATION, AS LESSOR, AND RS RETAIL ELEANOR LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS LESSEE, DATED <DECEMBER 1, 2006, WHICH LEASE WAS RECORDED DECEMBER 21, 2006 AS DOCUMENT 0635516072, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND AND THE BUILDINGS AND IMPROVEMENTS LOCATED THEREON AS OF THE DATE OF SAID GROUND LEASE, FOR A TERM OF 97 YEARS AND 5 MONTHS BEGINNING DECEMBER 1, 2006 AND ENDING APRIL 30, 2104.

(B) THE OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED AND LOCATED ON THE LAND AFTER THE DATE OF THE GROUND LEASE, ALL AS DEFINED IN SAID GROUND LEASE RECORDED AS DOCUMENT 0635516072.

(C) NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF THE ESTATES AND INTERESTS DESCRIBED ABOVE AT PARAGRAPHS (A) AND (B) AS DESCRIBED AND DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY RS HOMES I LLC, AN ILLINOIS LIMITED LIABILITY COMPANY DATED AS OF DECEMBER 1, 2006 AND RECORDED DECEMBER 21, 2006 AS DOCUMENT 0635516069.

THE LAND: ALL THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING ABOVE ELEVATION 14.08 FEET AND BENEATH ELEVATION 26.58 FEET CITY OF CHICAGO DATUM:

PART OF LOT 9 OF PLAT 1 OF ROOSEVELT SQUARE SUBDIVISION, BEING A RESUBDIVISION OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION AND SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO, PART OF THE EAST 1/2 OF THE SW4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 00 DEGREES 09 MINUTES 13 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 9, A DISTANCE OF 16.08 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 47 SECONDS WEST PERPENDICULAR TO SAID EAST LINE OF LOT 9, A DISTANCE OF 6.73 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST, A DISTANCE OF 3.77 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 10 SECONDS WEST, A DISTANCE OF 4.68 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST, A DISTANCE OF 7.15 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 10 SECONDS WEST, A DISTANCE OF 9.45 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST, A DISTANCE OF 30.50 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST, A DISTANCE OF 0.60 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST, A DISTANCE OF 1.65 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 10 SECONDS WEST, A DISTANCE OF 0.60 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST, A DISTANCE OF 5.00 FEET; THENCE WESTERLY ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 8.57 FEET AND A CENTRAL ANGLE OF 38 DEGREES 16 MINUTES 40 SECONDS (THE CHORD OF WHICH BEARS NORTH 72 DEGREES 04 MINUTES 46 SECONDS WEST, A DISTANCE OF 5.62 FEET); THENCE NORTH 43 DEGREES 13 MINUTES 39 SECONDS EAST, A DISTANCE OF 0.55 FEET; THENCE

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NORTH 46 DEGREES 46 MINUTES 21 SECONDS WEST, A DISTANCE OF 1.65 FEET; THENCE SOUTH 43 DEGREES 13 MINUTES 39 SECONDS WEST, A DISTANCE OF 0.57 FEET; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 8.57 FEET AND A CENTRAL ANGLE OF 41 DEGREES 33 MINUTES 25 SECONDS (THE CHORD OF WHICH BEARS NORTH 21 DEGREES 06 MINUTES 47 SECONDS WEST, A DISTANCE OF 6.08 FEET); THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST, A DISTANCE OF 4.40 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST, A DISTANCE OF 0.60 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST, A DISTANCE OF 1.65 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST, A DISTANCE OF 0.60 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST, A DISTANCE OF 5.38 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST, A DISTANCE OF 4.24 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST, A DISTANCE OF 7.20 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST, A DISTANCE OF 9.36 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST, A DISTANCE OF 8.65 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST, A DISTANCE OF 9.37 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST, A DISTANCE OF 8.42 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST, A DISTANCE OF 3.95 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST, A DISTANCE OF 12.39 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST, A DISTANCE OF 21.14 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 10 SECONDS WEST, A DISTANCE OF 4.87 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST, A DISTANCE OF 12.73 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 10 SECONDS WEST, A DISTANCE OF 6.20 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST, A DISTANCE OF 22.68 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 10 SECONDS WEST, A DISTANCE OF 31.40 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION TO HEARTLAND HOUSING, INC., AN ILLINOIS NOT FOR PROFIT CORPORATION RECORDED JULY 23, 2007 AS DOCUMENT 0720433208, AS ASSIGNED TO ROOSEVELT SQUARE II LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, AND AS AMENDED BY THAT CERTAIN ASSIGNMENT AND ASSUMPTION AND AMENDMENT OF GROUND LEASE DATED JULY 20, 2007 AND RECORDED JULY 23, 2007 AS DOCUMENT 0720433209 AND AMENDED BY THAT CERTAIN ASSIGNMENT AND ASSUMPTION AND AMENDMENT OF GROUND LEASE DATED JUNE 26, 2009 AND RECORDED JULY 27, 2009 AS DOCUMENT 0920845050, WHICH GROUND LEASE DEMISING THE LAND FOR A TERM OF 99 YEARS BEGINNING ON THE LEASE COMMENCEMENT DATE JULY 20, 2007

PARCEL 7A:
 THAT PART OF LOT 66 IN ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT ONE, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 2007 AS DOCUMENT 0720115115, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING ABOVE ELEVATION 4.55 AND BENEATH ELEVATION 12.55 CITY OF CHICAGO DATUM, BEING A

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PART OF SAID LOT 66, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 66, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST TAYLOR STREET AND SOUTH THROOP STREET; THENCE SOUTH 89 DEGREES 58 MINUTES 27 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID WEST TAYLOR STREET, A DISTANCE OF 116.45 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 33 SECONDS WEST, A DISTANCE OF 26.96 FEET, TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 00 DEGREES 01 MINUTES 33 SECONDS WEST, A DISTANCE OF 22.91 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 27 SECONDS WEST, A DISTANCE OF 64.18 FEET, THENCE NORTH 00 DEGREES 01 MINUTES 33 SECONDS EAST A DISTANCE OF 22.91 FEET, THENCE SOUTH 89 DEGREES 58 MINUTES 27 SECONDS EAST, A DISTANCE OF 64.18 FEET TO THE POINT OF BEGINNING, ALL BEING SITUATED WITHIN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS.

ALSO ALL THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING ABOVE ELEVATION 14.30 AND BENEATH ELEVATION 27.76 CITY OF CHICAGO DATUM, BEING PART OF SAID LOT 66, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: TO WIT:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 66, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST TAYLOR STREET AND SOUTH THROOP STREET; THENCE SOUTH 89 DEGREES 58 MINUTES 27 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID WEST TAYLOR STREET, A DISTANCE OF 1.57 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 33 SECONDS WEST, A DISTANCE OF 3.37 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 89 DEGREES 58 MINUTES 27 SECONDS EAST, A DISTANCE OF 13.75 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 33 SECONDS EAST, A DISTANCE OF 1.56 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 27 SECONDS EAST, A DISTANCE OF 0.94 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 33 SECONDS EAST, A DISTANCE OF 0.49 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 27 SECONDS EAST, A DISTANCE OF 85.33 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 33 SECONDS WEST, A DISTANCE OF 0.49 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 27 SECONDS EAST, A DISTANCE OF 0.94 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 33 SECONDS WEST, A DISTANCE OF 1.56 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 27 SECONDS EAST A DISTANCE OF 14.42 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 31 SECONDS WEST, A DISTANCE OF 21.97 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 32 SECONDS WEST, A DISTANCE OF 0.49 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 33 SECONDS WEST, A DISTANCE OF 24.53 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 27 SECONDS WEST, A DISTANCE OF 27.91 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 33 SECONDS EAST, A DISTANCE OF 15.43 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 27 SECONDS WEST, A DISTANCE OF 1.32 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 33 SECONDS EAST, A DISTANCE OF 1.94 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 27 SECONDS WEST, A DISTANCE OF 3.54 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 33 SECONDS WEST, A DISTANCE OF 13.02 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 27 SECONDS WEST, A DISTANCE OF 1.71 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 33 SECONDS WEST, A DISTANCE OF 4.34 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 27 SECONDS WEST, A DISTANCE OF 29.70 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 33 SECONDS EAST, A DISTANCE OF 17.47 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 27 SECONDS WEST A DISTANCE OF 40.22 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 33 SECONDS EAST, A

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DISTANCE OF 6.41 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS WEST, A DISTANCE OF 9.99 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 33 SECONDS EAST, A DISTANCE OF 0.66 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 0.49 FEET; THENCE NORTH 0 DEGREES 01 MINUTES 51 SECONDS EAST, A DISTANCE OF 21.97 FEET TO THE POINT OF BEGINNING, ALL BEING SITUATED WITHIN THE CITY OF CHICAGO, COUNTY OF COOK AND STATE OF ILLINOIS.

PARCEL 7A:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED JULY 23, 2007 AS DOCUMENT 0720433212 FOR STRUCTURAL SUPPORT; USE OF FACILITIES ON RESIDENTIAL PROPERTY WHICH PROVIDE LAND WITH UTILITIES AND OTHER SERVICES; ENCROACHMENTS; INGRESS AND EGRESS; USE OF COMMON WALLS, FLOORS AND CEILINGS; USE OF THE ROOF FOR INSTALLATION AND MAINTENANCE OF HEATING, VENTILATING, AIR CONDITIONING AND OTHER MECHANICAL EQUIPMENT; FOR INSTALLATION, USE AND MAINTENANCE OF TRASH RECEPTACLES; AND USE OF SHAFTS, PIPES DUCTS AND OTHER EQUIPMENT TO PROVIDE CONNECTIONS BETWEEN FACILITIES EQUIPMENT AND THE ROOFTOP EQUIPMENT.

PROPERTY ADDRESS OF REAL ESTATE:

1202 – 30 and 1251 – 59 West Taylor Street, Chicago, Illinois 60607

PERMANENT TAX INDEX NUMBERS:

17-17-323-037-0000
17-17-323-039-0000
17-17-323-041-0000
17-17-323-043-0000
17-17-323-045-0000
17-17-323-047-0000
17-17-333-048-0000