

Illinois Anti-Predatory Lending Database Program

Doc#: 2412314097 Fee: \$107.00
CEDRIC GILES
COOK COUNTY CLERK'S OFFICE
Date 5/2/2024 9:37 AM Pg: 1 of 11

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

cc24012650 of 3 csc

The property identified as: **PIN:** 17-09-410-025-1002

Address:

Street: 360 N State Street Unit 2, 3, 4 and 5

Street line 2:

City: Chicago

State: IL

ZIP Code: 60654

Lender: The First National Bank of Bemidji, a National Banking Association

Borrower: FH Kinzie State II LLC, FH Kinzie State III LLC, FH Kinzie State IV LLC, FH Kinzie State V LLC

Loan / Mortgage Amount: \$7,000,000.00

This property is located within the program area and is exempt from the requirements of 705 ILCS 77/70 et seq. because it is commercial property.

Certificate number: 59C0B1DF-B168-400C-A146-F46A61B43320

Execution date: 4/30/2024

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(Space Above This Line For Recording Data)

COMMERCIAL REAL ESTATE MORTGAGE FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS REAL ESTATE MORTGAGE

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on April 30, 2024 between the mortgagor(s) FH KINZIE STATE II LLC, a Delaware Limited Liability Company, whose address is 2339 W Winnemac Ave, Chicago, Illinois 60625-1817, FH KINZIE STATE III LLC, a Delaware Limited Liability Company, whose address is 2339 W Winnemac Ave, Chicago, Illinois 60625-1817, FH KINZIE STATE V LLC, a Delaware Limited Liability Company, whose address is 2339 W Winnemac Ave, Chicago, Illinois 60625-1817, and FH KINZIE STATE IV LLC, a Delaware Limited Liability Company, whose address is 2339 W Winnemac Ave, Chicago, Illinois 60625-1817 ("Mortgagor"), and THE FIRST NATIONAL BANK OF BEMIDJI, A NATIONAL BANKING ASSOCIATION whose address is PO BOX 670, BEMIDJI, Minnesota 56619-0670 ("Lender"), which is organized and existing under the laws of the United States of America. Mortgagor owes Lender the principal sum of Seven Million and 00/100 Dollars (U.S. \$7,000,000.00), which is evidenced by the promissory note dated April 30, 2024. Mortgagor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of Seven Million and 00/100 Dollars (U.S. \$7,000,000.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants, and conveys to Lender, its successors and assigns, forever, all of Mortgagor's right, title, and interest in and to the following described property located in the County of Cook, State of Illinois:

Address: 360 North State Street, Unit 2, 3, 4 and 5, Chicago, Illinois 60654-5411

Legal Description: Exhibit A

Parcel ID/Sidwell Number: 17-09-410-025-1002, 17-09-410-025-1003, 17-09-410-025-1004, 17-09-410-025-1005

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan

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RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Security Instrument secures all amounts, subject to any limitations as to the maximum amount which may be secured as contained herein, as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from FH KINZIE STATE HOLDINGS LLC, FH KINZIE STATE II LLC, FH KINZIE STATE III LLC, FH KINZIE STATE V LLC, and FH KINZIE STATE IV LLC to Lender, howsoever created or arising, whether primary, secondary or contingent together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

FUTURE ADVANCES. To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

WARRANTIES. Mortgagor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

Performance of Obligations. Mortgagor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

Defense and Title to Property. At the time of execution and delivery of this instrument, Mortgagor is lawfully seized of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Mortgagor covenants that the Property is unencumbered and free of all liens except for encumbrances of record acceptable to Lender. Further, Mortgagor covenants that Mortgagor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

Condition of Property. Mortgagor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

Removal of any Part of the Property. Mortgagor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

Alterations to the Property. Mortgagor promises to abstain from the commission of any waste on or in connection with the Property. Further, Mortgagor shall make no material alterations, additions, or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions, or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Mortgagor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

Due on Sale - Lender's Consent. Mortgagor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

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Insurance. Mortgagor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. If requested by Lender, all insurance policies shall include a lender's loss payable endorsement. The insurance company shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days' notice prior to cancellation. At Lender's discretion, Mortgagor may be required to produce receipts of paid premiums and renewal policies. If Mortgagor fails to obtain the required coverage, Lender may do so at Mortgagor's expense. Mortgagor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Mortgagor.

Payment of Taxes and Other Applicable Charges. Mortgagor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Mortgagor or the Property.

Environmental Laws and Hazardous or Toxic Materials. Mortgagor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Mortgagor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Mortgagor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Mortgagor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Mortgagor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Mortgagor or Mortgagor's failure to comply fully and timely with environmental laws.

Financial Information. Mortgagor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Mortgagor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records, and files of Mortgagor.

Lender's Right to Enter. Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Mortgagor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Mortgagor.

ASSIGNMENT OF LEASES AND RENTS. As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Mortgagor hereby assigns and transfers over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof, and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). So long as Mortgagor is not in default, Mortgagor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Mortgagor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

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CONDEMNATION. Mortgagor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

MORTGAGOR'S ASSURANCES. At any time, upon a request of Lender, Mortgagor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

ATTORNEY-IN-FACT. Mortgagor appoints Lender as attorney-in-fact on behalf of Mortgagor. If Mortgagor fails to fulfill any of Mortgagor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Mortgagor. This power of attorney shall not be affected by the disability of the Mortgagor.

EVENTS OF DEFAULT. The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Mortgagor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Mortgagor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Mortgagor for the benefit of Mortgagor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership, or management of Mortgagor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Mortgagor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE MORTGAGOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums

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then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor. As an additional right, Lender shall have upon the occurrence of an Event of Default the right to possession provided by law.

The parties agree that the remedies available may be inadequate compensation for any loss. Therefore, to the extent allowed by applicable law, in Lender's sole discretion, Lender may seek specific performance of any promise, obligation, or covenant contained in this Security Instrument. Any defense in any action for specific performance that the remedy at law would be adequate is waived.

To the extent allowed by law, all of Lender's rights and remedies, however evidenced and from whichever source they derive, are cumulative in nature. Lender is entitled to exercise any remedy in any order it determines appropriate. Lender may exercise remedies singularly or concurrently.

REDEMPTION. Mortgagor waives all permissible right of redemption under section 15-1601, Illinois Statutes, except to the extent that the property is residential real estate as defined by the same section. If Mortgagor is a corporation, Mortgagor hereby waives all right of redemption on behalf of the Mortgagor and on behalf of all other persons acquiring any interest or title in the Property subsequent to the date of this Mortgage, except decree or judgment creditors of Mortgagor.

NO WAIVER. No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

JOINT AND SEVERAL LIABILITY. The liability of all parties obligated in any manner under this Security Instrument shall be joint and several, to the extent of their respective obligations.

SURVIVAL. Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns, and successors of Mortgagor.

NOTICES. Unless otherwise required by applicable law or provided under this Security Instrument, any notice or demand given by Lender to any party is considered effective when: (i) it is deposited in the United States Mail with the appropriate postage; (ii) it is sent via electronic mail; (iii) it is sent via facsimile; (iv) it is deposited with a nationally recognized overnight courier service; (v) it is received if personally delivered; or (vi) it is received if delivered through any other commercially reasonable means. Such notice or demand shall be sent to the party at the address contained herein or at an alternative address, e-mail address, or facsimile number as may be provided to Lender in writing. Any notice given to Lender must be addressed to Lender at the address contained herein or at an alternative address as may be provided by Lender in writing.

GENERAL WAIVERS. Mortgagor, to the extent permitted by law, hereby waives (a) notice of acceptance of this Security Instrument, and all notice of the creation, extension of, or accrual of any of the Indebtedness; (b) diligence, presentment, protest, demand for payment, notice of dishonor, notice of intent to accelerate, and notice of acceleration in connection with the Indebtedness or any other obligations now existing or hereafter owing which are secured by this Security Instrument; (c) any requirement that Lender proceed against or pursue any other collateral securing or any other party responsible for some or all of the Indebtedness; (d) any requirement that Lender pursue or exhaust any other remedy available to Lender; (e) any right to request that Lender marshal any part or piece of the Property and/or any other collateral; (f) any defenses or claims relating to Lender's failure to protect, preserve, or resort to any collateral; and (g) any and all defenses that could be asserted by Mortgagor, including, but not limited to, any defenses arising out of failure of consideration, breach of warranty, fraud, payment, statute of frauds, bankruptcy, lack of capacity, statute of limitations, Lender liability, unenforceability of

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any loan document, accord and satisfaction, usury, or the extension, renewal, and modification of the Indebtedness.

Mortgagor, to the extent permitted by law, further waives and agrees not to assert any and all rights, benefits, and defenses that might otherwise be available under the provisions of the governing law that might operate, contrary to any agreements between Mortgagor, and Lender, to limit Mortgagor's liability to Lender, including all defenses of suretyship.

TO THE EXTENT PERMITTED BY LAW, MORTGAGOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN ANY NOTICE REQUIRED HEREIN, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.

WAIVER OF APPRAISEMENT RIGHTS. Mortgagor waives all appraisal rights relating to the Property to the extent permitted by law.

ATTORNEY'S FEES, COSTS, AND EXPENSES. Mortgagor agrees to pay all of Lender's fees, costs, and expenses arising out of or related to the enforcement of this Security Instrument or the relationship between the parties. Included in the fees that Lender may recover from Mortgagor are the reasonable attorney's fees that Lender incurs, including all fees incurred in the course of representing Lender before, during, or after any lawsuit, arbitration, or other proceeding and those incurred in appeals, whether the issues arise out of contract, tort, bankruptcy, or any other area of law. Included in the costs and expenses which Lender may recover are all court, alternative dispute resolution or other collection costs, and all expenses incidental to perfecting Lender's security interests and liens, preserving the Property (including payment of taxes and insurance), records searches, and expenses related to audits, inspection, and copying. All amounts Lender is entitled to recover shall accrue interest at the highest rate provided in any of the Related Documents from the date any such fee, cost, or expense is incurred.

ASSIGNABILITY. Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Mortgagor. Mortgagor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

GOVERNING LAW. This Security Instrument is governed by the laws of the State of Illinois except to the extent that federal law controls.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

ORAL AGREEMENTS DISCLAIMER. This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.


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By signing this Security Instrument, each Mortgagor acknowledges that all provisions have been read and understood.

FH KINZIE STATE II LLC

By: FH KINZIE STATE HOLDINGS LLC, its sole member

By: FERN HILL FUND INVESTORS I, LLC, its manager



By: PHILLIP M JAFFE Date: 4/30/24
Its: Manager

FH KINZIE STATE III LLC

By: FH KINZIE STATE HOLDINGS LLC, its sole member

By: FERN HILL FUND INVESTORS I, LLC, its manager



By: PHILLIP M JAFFE Date: 4/30/24
Its: Manager

FH KINZIE STATE V LLC

By: FH KINZIE STATE HOLDINGS LLC, its sole member

By: FERN HILL FUND INVESTORS I, LLC, its manager



By: PHILLIP M JAFFE Date: 4/30/24
Its: Manager

FH KINZIE STATE IV LLC

By: FH KINZIE STATE HOLDINGS LLC, its sole member

By: FERN HILL FUND INVESTORS I, LLC, its manager



By: PHILLIP M JAFFE Date: 4/30/24
Its: Manager

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BUSINESS ACKNOWLEDGMENT

State of Minnesota

County of Kennecott

The foregoing was acknowledged before me this 20th day of April, 2024, by Phillip M. Jaffe, the manager of Fern Hill Investors I LLC, a Delaware limited liability company as the manager of FH Kinzie State Holdings LLC, a Delaware limited liability company and the sole member of FH Kinzie State II LLC, a Delaware limited liability company, FH Kinzie State III LLC, a Delaware limited liability company, FH Kinze IV LLC, a Delaware Limited Liability Company, and FH Kinzie State V LLC, a Delaware Limited Liability Company.

(Official Seal)

Kathryn M Webb
Notary Public

My Commission Expires: 1-31-24



THIS INSTRUMENT PREPARED BY:
THE FIRST NATIONAL BANK OF BEMIDJI, A
NATIONAL BANKING ASSOCIATION
Alexandra Theis
Commercial Loan Processor & Support
P.O. BOX 670
BEMIDJI, MN 56619-0670

AFTER RECORDING RETURN TO:
THE FIRST NATIONAL BANK OF BEMIDJI, A
NATIONAL BANKING ASSOCIATION
Alexandra Theis
P.O. BOX 670
BEMIDJI, MN 56619-0670

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Exhibit A

Property Address:

360 North State Street, Units 2, 3, 4 and 5, Chicago, Illinois 60654

Legal Description:

Parcel 1:

Units Number 2, 3, 4 and 5 in the Kinzie State Commercial Condominium, as delineated on the Plat of Survey by Gremley & Biedermann dated July 24, 2012, of the following described tracts of Land:

Tract A:

That part of Block 1 in Original Town of Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows:

Commencing at a point in the North Line of Said Block 1, a distance of 150 feet East of the Northwest Corner Thereof; Thence East on the North Line of Said Block 1, a distance of 141 feet 1/2 inch more or less to a point 30 feet West of the East Line of Said Block 1 (East Line of Block 1 in Original Town of Chicago Also being the West Line of Lot 1 in Block 1 in Kinzie's Addition to Chicago) thence South on a line 30 feet West of and parallel with the East Line of Said Block 1, a distance of 97 10/12 feet; thence Westerly 141 feet 1/2 inch more or less to a point in a line 150 feet East of and Parallel with West Line of Said Block 1, which point is 94 feet 1/2 inch South of the North Line of Said Block 1; thence North 94 feet 1/2 inch to the place of beginning, in Cook County, Illinois.

Tract B:

An easement for the benefit of Parcel 1 as created by easement agreement dated April 11, 2012 and recorded May 29, 2012 as document 1215045050 from LHO Chicago River, L.L.C. To Museum of Broadcast Communications for the purposes of maintaining, using, protecting, repairing, restoring and/ or reconstructing the Museum Addition, as defined therein.

Which survey is attached as Exhibit "A" to the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the Kinzie State Commercial Condominium Association recorded as document number 1222919056; together with its undivided percentage interest in the common elements in Cook County Illinois.

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Parcel 2:

The exclusive right to those limited common elements designated by the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the Kinzie State Commercial Condominium Association for use by the unit or units shown in Parcel 1 and delineated on the survey attached to the Declaration recorded as document number 1222919056.

Parcel 3:

Exclusive Rooftop Development Rights, a limited common element for the benefit of Unit 4 only, as granted in the Special Amendment to Declaration of Condominium recorded March 5, 2019 as document no. 1906445109.

Parcel 4:

Perpetual, Non-exclusive easement for the benefit of Parcel 1 as granted in the Grant of Easement recorded March 5, 2019 as document no. 1906445114 for ingress and egress of persons, equipment and materials over, on, through and across a portion of Unit 2 in aforesaid Condominium, to access the limited common element passenger elevators adjacent to the easement area.

PINs: 17-09-410-025-1002, 17-09-410-025-1003, 17-09-410-025-1004, and 17-09-410-025-1005