13 18 PM 12: 24 90174138

ASSIGNMENT

\$35.00

ASSIGNMENT dated April 12, 1990 between Central Station Limited Partnership, an Illinois limited partnership, (the "Partnership"), Chicago Title and Trust Company (the "Trustee"), not personally but solely as Trustee under a Trust Agreement dated March 1, 1990 and known as Trust No. 1080000 (the Partnership and the Trustee being referred to jointly and severally as the "Assignor") and The Hokkaido Takushoku Bank, Ltd., New York Branch (the "Assignee").

The Assignor has entered into a Loan Agreement (the "Loan Agreement") dated April 12, 1990 with the Assignee, pursuant to which the Assignee will make a loan of \$15,000,000 (the "Loan") to the Assignor.

A condition to the Assignee's obligations under the Loan Agreement is the execution and delivery of this Assignment.

In consideration of the premises, the receipt and sufficiency of which are nameby acknowledged, the parties agree as follows:

Section 1. Definitions The definitions and rules of interpretation set forth in Article One of the Loan Agreement apply to this Assignment.

To the extent permitted by Section 2. Assignment. law, the Assignor hereby sells, assigns, transfers and sets over to and for the benefit of the Assignee all estate, right, title and interest of the Assignor (collectively, the "Assigned Rights") in, to and under

- the documents described in Schedule A, (a)
- (b) all other documents, instruments, agreements, licenses, permits and governmental approvals of whatever kind or nature, whether now or hereafter existing, relating to the Project or the development of the Property described in Exhibit A and the construction of the improvements thereon, including, without limitation, any and all construction contracts, architectural contracts, engineering contracts, sales contracts, leases, plans, specifications, drawings, surveys, bonds, permits, licenses and other governmental approvals and all amendments, revisions and modifications thereto as well as any interest rate swap, cap or hedge agreement and any assignment thereof (all of the foregoing, together with the documents

Property of Cook County Clerk's Office

described in Schedule A being referred to herein as the "Assigned Documents") and

(c) all warranties and other rights the Assignor may have against any architects, engineers, builders, contractors, subcontractors, lessees or other persons (collectively, the "Contractors") arising under or in connection with the Assigned Documents or otherwise relating to the Project, including, without limitation, all claims for and the right to receive damages arising under any of the representations, indemnities, warranties, guarantees and agreements made to or for the benefit of the Assignor by any of the Contractors and the right to compel performance of the terms of any such Assigned Document, all as though the Assignee were named therein instead of the Assignor.

Section 3. No Delegation of Duties. The Assignor shall at all times remain liable to the Contractors under the Assigned Documents to perform all of the duties and obligations of the Assignor thereunder as if this Assignment had not been executed. The Assignee shall not be liable for any of the obligations or duties of the Assignor under the Assigned Documents nor shall this Assignment or the enforcement by the Assignee of its rights hereunder give rise to any duties or obligations whatsoever on the part of the Assignee owing to the Assignor or any of the Contractors. The Assignee shall not be obligated to make any payment to or to make any inquiry as to the sufficiency of any payment received from any Contractor or to present or file any claim or to take any other action to collect or enforce any claim under any Assigned Document.

Section 4. Enforcement of Assigned Rights. such time as a Default shall have occurred the Assignor shall be entitled in its own name to the benefit of and to enforce, and to retain for its own account any payments made with respect to, the Assigned Rights. The Assignor shall maintain in full force and effect, without amendment or modification (unless consented to in writing by the Assignee and except as otherwise provided in the Loan Agreement), and observe and perform in all material respects all of its covenants and obligations and comply in all material respects with all conditions, under the Assigned Documents and shall diligently enforce all of the Assigned Rights. The Assignor shall not pledge, assign, sell, otherwise dispose of or otherwise grant any other person any right in, to or under the Assigned Rights. The Assignor shall diligently enforce, preserve and protect the Assignee's rights under any warranty, covenant or representation made by each Contractor with respect to any portion of the Project or Property.

Property of Cook County Clerk's Office

Section 5. Acceptance of Assignment. The Assignee hereby accepts the assignment contained in Section 2 hereof.

Section 6. <u>Completed Assignment</u>. The Assignor acknowledges that this is an absolute, present, irrevocable and fully executed assignment and that the Assignee's rights in the Assigned Rights are in no way subject to defeasance or forfeiture for any reason whatsoever, other than as set forth in Section 9 hereof, including, without limitation, any alleged failure of consideration to be received by the Assignor hereunder.

Section 7. Power of Attorney. The Assignor hereby irrevocably constitutes the Assignee the true and lawful agent and attorney of the Assignor, with full power of substitution, in the name of the Assignor, the Assignee or otherwise to, upon the occurrence of a Default, ask, require, demand, receive, compound and give acquittance for any and all Assigned Rights due or to become due, to endorse any checks or other instruments or orders in connection therewith, to file any claims or take any action or institute any proceedings in connection therewith that the Assignee in its sole discretion, may deem to be necessary or advisable and to give consents, approvals, waivers, notices and the like and to make demands and the like in connection with the Assigned Rights as the Assignee, in its sole discretion, may deem necessary or advisable.

Section 8. Event of parault. Upon the occurrence of a Default, in addition to any other rights granted to the Assignee under or in connection with any Loan Document or under any applicable laws (including the Uniform Commercial Code), the Assignee shall be entitled in its own name to the benefit of and to enforce, and to retain, subject to Section 9 hereof, for its own account any amounts paid with respect to the Assigned Rights, all as though the Assignee were named in the Assigned Documents instead of the Assignor, and the Areignee may require the Assignor to deliver to the Assignee, and the Assignor shall so deliver, all payments received by the Assignor from the date of this Agreement with respect to the Assigned Rights All payments received by the Assignee (from the Assignor or otherwise) with respect to the Assigned Rights may, in the discretion of the Assignee, be held by it as collateral cor, or at any time applied in whole or part by it against, all or any part of the Assignor's obligations under the Loan Documents.

Section 9. Reassignment; Excess Reimbursement.
Notwithstanding anything to the contrary contained herein but subject to the Assignee's right to sell, assign or otherwise transfer or terminate or otherwise dispose of any Assigned Document or any of its Assigned Rights, upon the payment or discharge in full of all principal of and interest on the Loan and all other amounts due or to become due under the Loan

Documents, the Assignee shall sell, assign, transfer and set over to and for the benefit of the Assignor all estate, right, title and interest of the Assignee in, to and under the Assigned Rights. The Assignee shall pay to the Assignor any surplus of cash or cash proceeds held by the Assignee with respect to the Assigned Rights that remain after the payment in full of all principal of and interest on the Loan and all other amounts due or to become due under the Loan Documents when such payments under the Loan Documents no longer are subject to any right of recoupment or recovery or to avoidance upon any bankruptcy or insolvency of the Assignor or any of its affiliates.

Section 10. Further Assurances. (a) The Assignor agrees that at any time and from time to time, upon the written request of the Assignee, the Assignor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Assignee may reasonably request in order to obtain the full benefits of this Assignment and of the rights and powers harein granted. Without limiting the generality of the foregoing, the Assignor shall execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Assignee may reasonably request, in order to perfect and preserve the rights granted or purported to be granted hereby and shall deposit any payments received with respect to the Assigned Rights in a separate account maintained for that purpose, and not commingle such payments with any other fund.

(b) The Assignor hereny authorizes the Assignee to file or record in any public office this Agreement and any financing statements (UCC-1) with respect hereto without the signature of the Assignor where permitted by applicable law and notices of assignment or any other public notice required to effect this Agreement. Copies of any such filings made by the Assignee shall promptly be provided to the Assignor. A carbon, photographic, photocopy or other reproduction of this Agreement or any financing statement with respect thereto shall be sufficient as a financing statement where permitted by law.

Section 11. Amendments, Etc. No amendment, modification, termination, or waiver of any provision of this Agreement, nor consent to any departure by the Assignor crom this Agreement, shall in any event be effective unless the same shall be in writing and signed by the Assignee and the Assignor, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 12. Notices. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing or by telegraph, telecopier or telex and, unless otherwise expressly provided herein, shall be deemed to

or to such other address as may be hereafter notified by the respective parties hereto in accordance with this Section. Any notice required to be given to the Borrower hereunder shall be deemed to have been duly given or made when delivered to or received by the Borrower, irrespective of whether copies of such notices shall have been received by the other persons named above.

Section 13. No Waiver: Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Assignee, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Section 14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Assignee and the Assignor and their respective successors and assigns, except that the Assignor may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Assignee.

Section 15. Counterparts. This Agreement may be executed by the parties hereto in counterparts, each of said counterparts taken together to constitute one and the same instrument. A set of the copies of this Agreement signed by each of the parties hereto shall be ledged with the Assignor and the Assignee.

Section 16. Nonrecourse Obligations. The Assignee hereby acknowledges that its recovery under the Loan Agreement, the Note and the other Loan Documents shall be payable solely from the Property, the collateral given to the Assignee under the Security Agreement and pursuant to the rights given to the Assignee under the other Loan Documents. Such recovery shall not be a Lien, or the basis of a claim of Lien or levy of execution against the Assignor's general assets or against any Partner or any shareholder or controlling person of any Partner and no deficiency judgment shall be enforced against the Assignor, any Partner or any shareholder or controlling person of any Partner. None of the limitations set forth in this Section shall apply with respect to any fraud in connection with, or any material misrepresentation or intentional omission by the Assignor, any Partner or Forest City under this Agreement or any other Loan Document. The provisions hereof shall not be deemed to limit any right the Assignee might otherwise have to obtain injunctive relief against the Assignor, or to bring any suit or action in connection with the preservation, enforcement

or foreclosure of the Liens, mortgages, assignments and security interests now or at any time hereafter securing the payment and parformance of all sums and obligations under the Loan Agreement, the Note, the Security Agreement, the Mortgage or any other Loan Document.

Section 17. Governing Law: Jurisdiction. To the extent permitted by applicable law, this Assignment shall be governed by, and construed in accordance with, the laws of the State of New York. The Assignor hereby irrevocably consents to the jurisdiction of the state and federal courts of the Borough of Manhattan, the appointment of an agent for service of process and to be bound by the judgment of a court of competent jurisdiction, all as set forth in the Loan Agreement. To the extent required by applicable law, this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

Section 18. Exculpatory Clause. Chicago Title and Trust Company is a party to this Assignment, not in its individual capacity but as trustee under a Trust Agreement dated March 1, 1990 and known as Trust No. 1080000. Insofar as the liability of the Trustee is concerned, this Assignment is enforceable only against, and any claims hereon are payable out of, any trust property which may be held thereunder and any rents and proceeds therefrom, but this clause shall not affect the Bank's remedies under any of the other Loan Documents. Any and all liability of Chicago Title and Trust

have been duly given or made when delivered by hand, or when deposited in the mail, air postage prepaid, or, in the case of telegraphic notice, when delivered to the telegraph company, or, in the case of telecopier or telex notice, when sent, (with answerback received in the case of telex notice), addressed as follows:

If to the Assignor, at:

Central Station Limited Partnership c/o Fogelson Properties, Inc. 867 N. Dearborn Street Chicago, Illinois 60610 Attention: B.J. Spathies Gerald W. Fogelson

312-642-9017

with copies to:

Telacopy:

c/o Forest City Enterprises, Inc. 10800 Brookpark Road Cleveland, Ohio 44130-1199 Marked: Legal Department Attention: General Counsel Telecopy: 216-267-0909

and

Forest City Enterprises, 10800 Brookpark Road Cleveland, Ohio 44130-1199 Marked: Finance Department Attention: Gilles Stucker Telecopy: 216-352-2618

and

Chicago Title and Trust Company 111 West Washington Street Chicago, Illinois 60602 Telecopy: 312-630-2123

If to the Assignee, at:

Clorts The Hokkaido Takushoku Bank, Ltd. New York Branch Two World Trade Center 83rd Floor New York, New York 10048 Attention: Ms. Kathleen M. Sweeney Telecopy: (212) 466-6079

Property of Cook County Clerk's Office

STATE OF	OF LAKE VOIS		ss.	•
COUNTY O	F (0000	•		•

on the day of April, 1990, before me personally appeared by spirites, to me known, who being by me duly sworn deposes and says that he resides at himmaton from the table is the With Checkent of FOGELSON PROPERTIES, INC., the corporation described in and which by its said with partner of Central executed the foregoing instrument as a general partner of Central Station Limited Partnership, a limited partnership and that he signe this name thereto by order of the board of directors of said corporation for and on behalf of said limited partnership. or.

Optober

"OFFICIAL SEAL" DAVIDA STARR RUSEN Notary Public, State of Illinois My Commission Expires Oct. 27, 1001

PREPAROS AY IN STOUMENT ANTS AFTER RECORDING RETURN 70.

ODEDBERG, KONN, NOW, BLACK ROSENBLOOM & MOLON, LZD

SSE MONKOE SU176 3901

Chrence TL. 606030

90174138

NF86-1

UNOFFICIAL COPY

Company in its individual capacity is hereby expressly waived by the Bank and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

Signed, sealed and		CENTRAL STATION LIMITED PARTNERSHIP, an Illinois limited partnership		
		<u> </u>		
delivered prasecce		by FOREST CITY CENTRAL STATION, INC., an Ohid Corporation, a General		
		Partner		
9	0	(Corporate Seal)		
	2	Name: G.CTUCKEN Title: V.Y		
	O _f	By FOGELSON PROPERTIES, INC., an Illinois corporation, a General Partner		
والمحادث والمراد		Illinois corporation, a General Partner		
have make the same and the same	ann agus agus an an agus an	(Corporate Seal)		
		Name: (), of Shipper/185		
		CHICAGO TITLE TRUST COMPANY, as trustee under Drust No. 1080000		
IN WITHESS WHIREOF, Chicago: real to be hominto attived and offerfed by	Fitte and Trust Company, not personally in a Assistant Secretary, the day and year	but as Trustee as aforesaid, has cause these presents our agreement its Assistant Vice-President, and its corporate at this above written.		
		Chiral Title AND TOUTEN, If the Arthure is glores and and not personally as		
Corporate Scal		ASSISTANT SECRETARY		
STATE OF BLINOIS, SS	f, the undersigned, a Notaty Pub President and Assistant Secretary of the	blic is and for the County and State aftersaid. DO HEMEBY CERTIPY, the The above named Assistant Vice he CHRADI TITLE AND TRUST COMPANY, Grander, personally Leawn to my coch the same persons whose instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in		
COUNTY OF COOK	 person and acknowledged that they sign Community for the lasts and matteries if 	i instrument as such Assistant Vice President and Assistant Specietary respectively, agreeated below me tim day in greed and delivered the said instrument as their own free and voluntary act and us the free and soluntary act of Said therein set furth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary.		
"OFFICIAL SEAL"	com free and voluntary act and as the t	free and voluntary act of said Company for the uses and purposes therein set forth.		
Shella Davenport	>	Clivan product ray hund and Notatial Scalethesday of		
Notary Public, State of Illinois)	Notary Public		
My Comivileaion Expires 9/21/91	•			

Property of Cook County Clerk's Office

COUNTY OF Non-1/01/1/1) ss.:

on the the day of April, 1990, before me personally appeared on the source , to me known, who being by me duly sworn deposes and says that he resides at 1856 and 1986 of Share that he is vice freedom of FOREST CITY CENTRAL STATION, INC., the corporation described in and which executed the foregoing instrument as a general partner of Central Station Limited Partnership, a limited partnership and that he signed his name a rdet f of s

Although Cook County Clerk's Office thereto by order of the board of directors of said corporation for and on babalf of said limited partnership.

Property of Cook County Clark's Office

STATE OF NEW YORK)) ss.: COUNTY OF NEW YORK)

On the 16th day of April, 1990, before me personally came M. Kurhara, to me known, who, being by me duly sworn, did depose and say that he resides at that he is a be Gen Manage of THE HOKKAIDO TAKUSHOKU BANK, LTD., New York Branch, the corporation described in and which executed the b. goth.
The boa.

Cook County Clark's Office foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

KELLY VANGE OF TRAINS IN THE PART OF HOW YORK OUNITIES IN KOW COURTY Communication Expires August 1 12.

OOT COUNTY CIONTS OFFICE

SCHEDULE A

- 1. Purchase Agreement
- 2. Assignment dated June 9, 1989 between Fogelson Properties and the Partnership
- 3. Guidelines
- 4. PD
- 5. Economic Advisor Contract with Trkla, Pettigrew
- 6. Agreewent dated April 16, 1990 among Illinois Central Railroad Company, Chicago Title and Trust Company, as trustee under Trust No. 1080000, and the Partnership

90174138

Property of Cook County Clerk's Office

90174138

UNOFFICIAL COPY

PARCEL A-1:

LOTS 5 TO 13, 30TH INCLUSIVE, AND LOTS 16 TO 22, 30TH INCLUSIVE, IN JOHNSTON AND SEXTON'S SUBDIVISION OF THE WEST PART OF BLOCK 1 IN ASSESSOR'S DIVISION OF THE NORTH WEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 8, 1856 AS DOCUMENT NUMBER 68175;

PARCEL A-2:

ALL OF THE PRIVATE STREET LYING EAST OF AND ADJOINING LOTS 5 TO 13, BOTH INCLUSIVE. AS SHOWN ON THE PLAT OF JOHNSTON AND SEXTON'S SUBDIVISION AFORESAID:

PARCEL A-3:

LOTS 12 TO 32, BOTH INCLUSIVE, IN SEAMAN AND BUSBY'S SUBDIVISION OF BLOCK 6 IN ASSESSOR'S DIVISION OF THE NORTH WEST FRACTIONAL 1/4 OF SECTION 22. TOWNSHIP 39 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCURDING TO THE PLAT THEREOF RECORDED AUGUST 2, 1866 AS DOCUMENT 120394:

PARCEL A-4:

ALL OF THE PRIVATE STREET MING EAST OF AND ADJOINING LOTS 19 TO 32, BOTH INCLUSIVE, AS LAID OUT BY THE PLAT OF SEAMAN AND BUSBY'S SUBDIVISION AFORESAID IN COOK COUNTY, ILLINOIS;

PARCEL B:

THAT PART OF THE LANDS OF THE ILLINOIS CENTRAL RAILROAD COMPANY IN FRACTIONAL SECTIONS 15 AND 22, TOWNSHIP 29 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF SAID FRACTIONAL SECTION 13 AT THE INTERSECTION OF SAID SOUTH LINE WITH THE WEST RIGHT OF WAY LINE OF SAID RAILROAD (SAID WEST LINE BEING 400.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SOUTH MICHIGAN AVENUE. AS ESTABLISHED IN SAID SECTION 13) AND RUNNING THENCE NORTH CO DEGREES OF MINUTES 22 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 233.00 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LAKE PARK PLACE (EAST LITH PLACE): THENCE NORTH 89 DEGREES 55 MINUTES 25 SECONDS EAST ALONG THE EAST ARD EXTENSION OF SAID SOUTH LINE OF LAKE PARK PLACE. A DISTANCE OF 234.71 FEET, TO AN INTERSECTION WITH A LINE WHICH IS 270.00 FEET (MEASURED PERPENDICULARLY) WESTERLY FROM AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF SAID RAILROAD, AS SAID EASTERLY LINE WAS ESTABLISHED BY ORDINANCE OF THE CITY OF CHICAGO PASSED JULY 21, 1919; THENCE SOUTH 16 DEGREES 20 MINUTES 59 SECONDS EAST ALONG SAID PARALLEL LINE A DISTANCE OF 242,72 FEET TO A POINT ON THE SOUTH LINE OF SAID FRACTIONAL SECTION 13, WHICH IS 303.06 FEET, MEASURED ALONG SAID LINE. EAST FROM THE WEST LINE OF SAID RIGHT OF WAY: THENCE CONTINUING SOUTH 16 DEGREES 20 MINUTES 59 SECONDS EAST, A DISTANCE OF 630.55 FEET; THENCE SOUTH 11 DEGREES 35 MINUTES 59 SECONDS EAST, A DISTANCE OF 1062.99 FEET;

THENCE SOUTH 09 DEGREES 50 MINUTES 59 SECONDS EAST, A DISTANCE OF

1053.60 FEET, TO AN INTERSECTION WITH THE EASTWARD EXTENSION OF THE SOUTH LINE OF EAST 16TH STREET: THENCE SOUTH 89 DEGREES 57 MINUTES 41 SECONDS WEST ALONG SAID EASTWARD EXTENSION, A DISTANCE OF 221.90 FEET TO A POINT 50.00 FEET, NORMAL

DISTANCE, NORTHWESTERLY OF THE CENTERLINE OF AN EXISTING RAILROAD TRACK;

THENCE NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTH EAST, BEING 30.00 FEET MORTHEASTERLY FROM AND CONCENTRIC WITH THE CENTELLINE OF SAID RAILROAD TRACK, AND HAVING A RADIUS OF 623.70 FEET. A DISTANCE OF 633.30 FEET TO A POINT ON THE EAST LINE OF SOUTH INDIANA AVENUE AS SAID EAST LINE WAS ESTABLISHED BY ORDINANCE OF THE CITY OF CHICAGO PASSED ON JULY 21, 1919. AS AMENDED ON JANUARY 14, 1920 AND FEBRUARY 5, 1970), SAID POINT BEING 256.93 FEET NORTH OF THE INTERSECTION OF SAID SAST LINE WITH THE MORTH LINE OF EAST 16TH STREET, AFORESAID,

THENCE NORTH OO DEGREES OF MINUTES 19 SECONDS EAST ALONG SAID EAST LINE OF SOUTH INDIANA AVINUE, A DISTANCE OF 1461.92 FEET TO AN ANGLE POINT IN SAID EAST LINE:

THENCE MORTH 16 DEGREES 33 MINUTES 47 SECONDS WEST, CONTINUING ALONG THE EASTERLY LINE OF SAID SOUTH INDIANA AVENUE, BEING A LINE 100.00 FEET EASTERLY FROM AND PARALLEL WITH THE WESTERLY LINE OF SAID SOUTH INDIANA AVENUE, AS ESTABLISHED BY SUPERIOR COURT IN CASE NUMBER 215305, A DISTANCE OF 455.90 FEET TO AM INTERSECTION WITH A LINE WHICH IS 400.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SOUTH MICHIGAN AVENUE, AS ESTABLISHED IN FRACTIONAL SECTION 22. AFORESAID: THENCE NORTH OO DEGREES OF MINUTES 36 SECONDS EAST ALONG SAID PARALLEL LINE. BEING THE WEST LINE OF THE RIGHT OF WAY OF SAID RAILROAD. A DISTANCE OF 478.67 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID FRACTIONAL SECTION 22, AND

THENCE SOUTH 89 DEGREES 55 MINUTES 25 SECONDS WEST ALONG SAID NORTH LINE, SAID NORTH LINE BEING ALSO THE SOUTH LINE OF ASCRESAID FRACTIONAL SECTION: 15. A DISTANCE OF 0.40 FEET, TO THE FOIRT OF BEGINNING. IN COOK COUNTY. ILLINOIS:

PARCEL 3-1:

A STRIP OF LAND LYING EASTERLY OF AND ADJOINING THE EASTERLY LINE OF SOUTH INDIANA AVENUE, 26.00 FEET WIDE, AS OPENED BY ORDINANCES PASSED APRIL 25, 1859 AND JUNE 17, 1901, SAID STRIP OF LAND COMPRISED OF A PART OF EACH OF BLOCKS 12, 14, 21, 21, AND 29 IN THE ASSESSOR'S DIVISION OF THE MORTHWEST FRACTIONAL QUARTER OF SECTION 22. TOWNSHIP 19 NORTH, RANGE 1-, EAST OF THE THIRD PRINCIPAL MERIDIAN. ALSO A PART OF EACH OF LOTS 37 TO 42, INCLUSIVE, IN SPRING'S SUBDIVISION OF SAID NORTH WEST FRACTIONAL QUARTER. AND A PART OF THE LANDS OF THE ILLINOISCO CENTRAL RAILROAD COMPANY. IN THE NORTHWEST FRACTIONAL QUARTER AFORESAID, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF SAID SOUTH INDIANA AVENUE, 66.00 FEET WIDE. AT THE POINT OF INTERSECTION OF SAID LINE WITH THE NORTH LINE OF EAST 16TH STREET, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 6 IN ACCUMENTATION OF LOTS 1 TO 5, IN DREXEL'S SUPPLYISION OF BLOCK 20 IN ASSESSOR'S DIVISION AFORESAID, AND RUNNING

THENCE NORTH OO DEGREES, 01 MINUTES, 19 SECONDS EAST ALONG SAID EAST LINE OF SOUTH INDIANA AVENUE, A DISTANCE OF 256.93 FEET TO THE POINT OF BEGINNING FOR SAID STRIP OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUING MURTH OO DEGREES, 01 MINUTE, 19 SECONDS EAST ALONG SAID EAST LINE OF SOUTH INDIANA AVENUE, A DISTANCE OF 1457.00 FEET TO AN ANGLE POINT IN SAID EAST LINE;

THENCE NORTH 16 DEGLEES, 33 MINUTES, 47 SECONDS WEST CONTINUING ALONG THE EASTERLY LINE OF SAID SOUTH INDIANA AVENUE, 66.00 FEET WIDE, A DISTANCE OF 323.24 FEET TO AN INTERSECTION WITH THE EASTWARD EXTENSION OF THE NORTH LINE OF EAST 13TH STREET;

THENCE SOUTH 89 DEGREES, 58 MINUTES, 42 SECONDS WEST ALONG SAID EASTWARD EXTENSION, A DISTANCE OF 4.07 FEET TO AN INTERSECTION WITH A LINE WHICH IS 400.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SOUTH MICHIGAN AVENUE, AS ESTABLISHED IN FRACTIONAL SECTION 22 AFORESAID:

THENCE MORTH OO DEGREES, 06 MINUTES, 35 SECONDS EAST ALONG SAID PARALLEL LINE, BEING THE WEST LINE OF THE RIGHT OF WAY OF SAID ILLINOIS CENTRAL RAILROAD COMPANY, A DISTANCE OF 132.10 FEET TO AN INTERSECTION WITH A LINE WHICH IS 34.00 FEET SACTERLY FROM AND PARALLEL WITH SAID LAST DESCRIBED EASTERLY LINE LID A MORTHWARD EXTENSION THEREOF, OF THE 66 FOOT WIDE SOUTH INDIANA AVENUE;

THENCE SOUTH 16 DEGREES. 33 MINUTES, 47 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 455.90 FEET TO AN INTERSECTION WITH A LINE WHICH IS 34.00 FEET EAST FROM AND PARALLEL WITH THE FIRST DESCRIBED EAST LINE OF 66 FOOT WIDE SOUTH INDIANA AVENUE:

THENCE SOUTH 00 DEGREES. 01 MINUTES, 19 SECONDS, WEST ALONG SAID LAST DESCRIBED LINE. A DISTANCE OF 1461.92 FEET TO A POINT WHICH IS 256.93 FEET NORTH FROM SAID NORTH LINE OF EAST 16TH STREET. AND THENCE SOUTH 89 DEGREES, 57 MINUTES, 41 SECONDS WEST ALONG A STRAIGHT LINE, A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS:

PARCEL C:

THAT PART OF THE LANDS OF THE ILLINOIS CENTRAL RAILROAD COMPANY. COMPRISED OF A PART OF EACH OF LOTS 6 THROUGH 15 IN DREXEL'S SUBDIVISION OF BLOCK 20 IN THE ASSESSORS DIVISION OF THE NORTH WEST FRACTIONAL 1/4 OF SECTION 22. TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE

THIRD PRINCIPAL MERIDIAN, AND A PART OF EACH OF LOTS 1 THROUGH 5 IN MORTIMER AND TAPPEN'S SUBDIVISION OF LOTS 1 TO 5 IN DREXEL'S SUBDIVISION AFORESAID, WHICH PART OF SAID LANDS IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF EAST 16TH STREET, SAID NORTH LINE BEING ALSO THE SOUTH LINE OF SAID BLOCK 30, AT THE INTERSECTION OF SAID NORTH SINT WITH THE EAST LINE OF SOUTH INDIANA AVENUE AS SAID EAST LINE WAS ESTABLISHED BY ORDINANCE OF THE CITY OF CHICAGO PASSED JULY 21, 1919 AS MENDED BY GRDINANCE PASSED JANUARY 14, 1920 AND FEBRUARY 5. 1920. AND RUNNING THENCE NORTH OF DEGREES OF HINUTES 19 SECONDS EAST ALONG SAID EAST LINE OF SOUTH INDIANA AVENUE, A DISTANCE OF 131.89 FEET TO A POINT. WHICH IS 73.00 FEET MORNAL DISTANCE, SOUTHWESTERLY OF THE CENTERLINE OF THE MORTHERLY TRACK OF TWO EMISTING RAILROAD TRACKS:
THENCE SOUTHEASTWARDLY LENG THE ARC OF A CIRCLE, CONVENTO THE MORTH EAST, BEING 75.00 FEET SOUTHWESTERLY FROM AND CONCENTRIC WITH THE CENTERLINE OF SAID NORTHERLY RAILROAD TRACK, AND HAVING A RADIUS OF 498.70 FEET. A DISTANCE OF 357-31 FEET TO AN INTERSECTION WITH THE AFORESAID NORTH LINE OF EAST 16 TH STREET, AND THENCE SOUTH 89 DEGREES 57 MINUTES -1 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 324,53 FEET TO THE POINT OF BEGINNING. IN COOK COUNTY, ILLINOIS:

PARCEL D:

THE LAND, PROPERTY AND SPACE OF THE ILLINOIS CLUTRAL RAILROAD COMPANY. IN FRACTIONAL SECTIONS 15 AND 12, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 18.10 FEET ABOVE CHICAGO CITY DATUM LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID LAND, PROFERTY AND SPACE, DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTH LINE OF SAID FRACTIONAL SECTION 15 AT THE INTERSECTION OF SAID SOUTH LINE WITH THE WEST RIGHT OF WAY LINE OF SAID RAILROAD (SAID WEST LINE BEING 400.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SOUTH MICHIGAN AVENUE, AS ESTABLISHED IN SAID SECTION 15) AND RUNNING THENCE NORTH 00 DEGREES OO MINUTES 22 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE. A DISTANCE OF 233.00 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LAKE PARK PLACE (EAST 11TH PLACE); THENCE NORTH 89 DEGREES 55 MINUTES 25 SECONDS EAST ALONG THE EASTWARD EXTENSION OF SAID SOUTH LINE OF LAKE PARK PLACE, A DISTANCE OF 234.71 FEET. TO AN INTERSECTION WITH A LINE WHICH IS 270.00 FEET (MEASURED PERPENDICULARLY) WESTERLY FROM AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF SAID RAILROAD, AS SAID EASTERLY LINE WAS ESTABLISHED BY

ORDINANCE OF THE CITY OF CHICAGO PASSED JULY 21, 1919, SAID INTERSECTION BEING THE POINT OF BEGINNING FOR THAT PART OF SAID LAND, PROPERTY AND SPACE HEREINAFTER DESCRIBED;

TIENCE SOUTH 16 DEGREES CO MINUTES 39 SECONDS EAST ALONG SAID PARALLEL LINE A DISTANCE OF 242.70 FEET TO A POINT ON THE SOUTH LINE OF SAID FRACTIONAL SECTION 15, WHICH IS 303.06 FEET, MEASURED ALONG SAID LINE, EAST FROM THE WEST LINE OF SAID RIGHT OF WAY

THENCE CONTINUING SOUTH 16 DEGREES CO MINUTES 39 SECONDS EAST, A DISTANCE OF \$30.55 FEET:

THENCE SOUTH 11 DEGREES 33 MINUTES 39 SECONDS EAST, A DISTANCE OF 1062.99 FEET;

THENCE SOUTH OF DEGREES SO MINUTES SO SECONDS EAST, A DISTANCE OF LOGICAL TO AN INTERSECTION WITH A LINE WHICH IS 500.00 FEET SOUTH FROM AND PARALLEL WITH THE EASTWARD EXTENSION OF THE SOUTH LINE OF EAST 14TH STREET, AS SMIT STREET WAS OPENED BY ORDINANCE OF THE CITY OF CHICAGO PASSED AUGUST 12 1864;

THENCE NORTH 39 DEGREES 38 MINUTES 42 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 336.75 FEET TO AN INTERSECTION WITH THE AFORESAID EASTERLY RIGHT OF WAY LINE OF S(II) RAILROAD, AS SAID EASTERLY LINE WAS ESTABLISHED BY ORDINANCE OF THE CITY OF CHICAGO PASSED JULY 21, 1919;

THENCE NORTH 16 DEGREES 20 MINUTES 59 SECONDS WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 212,19 FEET;

THENCE NORTH 11 DEGREES 08 MINUTES 21 SECONDS WEST CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 550.58 FEET.

THENCE NORTH 16 DEGREES TO MINUTES 39 SECONDS WEST A DISTANCE OF 1078.15 FEET TO A POINT ON THE SOUTH LINE OF SAID FRACTIONAL SECTION 15. WHICH IS 364.33 FEET. MEASURED ALONG SAID LINE EAST FROM THE WEST LINE OF SAID RIGHT OF WAY:

THENCE CONTINUING NORTH 16 DEGREES 20 MINUTES 59 SECONDS FEST, ALONG SAID EASTERLY LINE A DISTANCE OF 242.72 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED EASTWARD EXTENSION OF SAID SOUTH LINE OF LAKE PARK PLACE, AND

THENCE SOUTH 89 DEGREES 55 MINUTES 25 SECONDS WEST ALONG SAID EASTWARD EXTENSION, A DISTANCE OF 281.27 FEET, TO THE POINT OF BEGINNING.

(EXCEPTING THEREFROM A TRACT OF LAND LYING NORTH OF THE SOUTH LINE OF 12TH STREET (ROOSEVELT ROAD) AS WIDENED EXTENDED EAST AND LYING EAST OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A FOINT IN THE SOUTH LINE OF LAKE PARK PLACE (11TH PLACE) PRODUCED EAST THAT IS 761 FEET EAST OF THE WEST LINE OF MICHIGAN AVENUE AND EXTENDING THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO INTERSECT WITH THE PROPOSED SOUTH LINE OF 12TH STREET BOULEVARD (EXTENDED EAST) AT A POINT 877 FEET EAST OF THE WEST LINE OF MICHIGAN AVENUE).

IN COOK COUNTY, ILLINOIS:

PARCEL E:

THE LAND, PROPERTY AND SPACE OF THE ILLINOIS CENTRAL RAILROAD COMPANY IN FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 65.00 FEET ABOVE CHICAGO CITY DATUM LYING WITHIN THE BOUNDALIES, PROJECTED VERTICALLY, OF THAT PART OF SAID LAND, PROPERTY AND SPACE, SESCRIBED AS FOLLOWS:

COMMENCING ON THE EASTERLY RIGHT OF WAY LINE OF SAID RAILROAD, AS SAID EASTERLY LINE WAS ESTABLISHED BY ORDINANCE OF THE CITY OF CHICAGO PASSED JULY 21, 1949, AT THE INTERSECTION OF SAID LINE WITH THE EASTWARD EXTENSION OF THE NORTH LINE OF EAST 15TH STREET, SAID INTERSECTION BEING A TOINT TOB. 495 FEET (AS MEASURED ALONG SAID EASTWARD EXTENSION) EAST THOM THE WESTERLY RIGHT OF WAY LINE OF SAID RAILROAD AND RUNNING.

THENCE NORTH 16 DEGREES 20 NINUTES 59 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE. A DISTANCE OF 919.963 FEET TO THE POINT OF BEGINNING FOR THAT PART OF SAID AND, PROPERTY AND SPACE HEREINAFTER DESCRIBED:

THENCE CONTINUING NORTH 16 DEGREES 10 MINUTES 59 SECONDS WEST ALONG SAID EASTERLY LINE. A DISTANCE OF 856.72 TEST TO AN INTERSECTION WITH A LINE WHICH IS 300.00 FEET SOUTH FROM AND PARALLEL WITH THE EASTWARD EXTENSION OF THE SOUTH LINE OF EAST 14TH STPLET. AS SAID STREET WAS OPENED BY ORDINANCE OF THE CITY OF CHICAGO PASSED AUGUST 11. 1864: THENCE SOUTH 89 DEGREES 53 MINUTES 42 SECONDS WEST ALONG SAID PARALLEL LINE. A DISTANCE OF 336.73 FEET:

THENCE SOUTH 09 DEGREES 30 MINUTES 39 SECONDS EAST, A DISTANCE OF 919.84 FEET, TO AN INTERSECTION WITH THE EASTWARD ENTENSION OF THE SOUTH LINE OF EAST 16TH STREET;

THENCE SOUTH 89 DEGREES 57 MINUTES 41 SECONDS WEST ALONG SAID EASTWARD EXTENSION. A DISTANCE OF 242.53 FEET:

THENCE SOUTHWARDLY ALONG THE ARC OF A CIRCLE. CONVEX TO THE WEST WITH A RADIUS OF 2263.90 FEET. THE CHORD OF SAID ARC HAVING A BEARING OF SOUTH 23 DEGREES 46 MINUTES 53 SECONDS EAST, A DISTANCE OF 294.70 FEET:

THENCE SOUTH 27 DEGREES 32 MINUTES 43 SECONDS EAST ALONG A STRAIGHT LINE TANGENT TO LAST DESCRIBED ARC OF A CIRCLE, A DISTANCE OF 259.89 FEET, TO A INTERSECTION WITH A LINE WHICH IS 500.00 FEET SOUTH FROM AND PARALLEL WITH THE EASTWARD EXTENSION OF THE SOUTH LINE OF EAST 16TH STREET:

THENCE NORTH 39 DEGREES 57 MINUTES 41 SECONDS EAST ALONG SAID PARALLEL LINE. A DISTANCE OF 376.89 FEET. TO AN INTERSECTION WITH A CURVED LINE. BEING THE ARC OF A CIRCLE. CONVEX TO THE WEST. WITH A RADIUS OF 1343.75 FEET. THE SOUTHERLY TERMINUS OF SAID ARC BEING A POINT WHICH

90174138

UNOFFICIAL COPY

IS 230,646 FEET WESTERLY AND 198,143 FEET MORTHERLY OF THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SAID RAILROAD WITH THE AFORESAID EASTWARD EXTENSION OF THE NORTH LINE OF EAST 18TH STREET, AS MEASURED ALONG SAID EASTERLY LINE AND A LINE PERPENDICULAR MERETO, AND THE NORTHERLY TERMINUS OF SAID ARC BEING A POINT WHICH IS 197.473 FEET WESTERLY AND 434.475 FEET NORTHERLY OF THE AFORESAID INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE WITH THE EASTWARD EXTENSION OF THE MORTH LINE OF EAST 15TH STREET, AS MEASURED ALONG SAID EASTERLY LINE AND A LINE PERPENDICULAR THERETO: THENCE NORTHWARDLY ALONG LAST DESCRIBED ARC OF A CIRCLE, A DISTANCE OF 50.94 FEET, TO THE AFORESAID NORTHERLY TERMINUS OF SAID ARC: THENCE NORTH OF DEGREES 32 MINUTES 36 SECONDS WEST ALONG A STRAIGHT LINE, TANGENT TO LAST DESCRIBED ARC OF A CIRCLE, A DISTANCE OF 436.277 FEET, TO A POINT WHICH IS 100.767 FEET WESTERLY AND 859.910 FEET NORTHERLY OF THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE WITH THE EASTWARD ENTENSION OF THE NORTH LINE OF EAST 18TH STREET, AS MEASURED ALONG SAID EASTERNY LINE AND A LINE PERPENDICULAR THERETO; THENCE NORTHWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE EAST, TANGENT TO LAST DESCRIBED STRAIGHT LINE, WITH A RADIUS OF 2448.29 FEET, THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 04 DEGREES 33 MINUTES OF SECONDS WEST, A DISTANCE OF 86.233 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 47 SECONDS EAST. A DISTANCE OF 86.641 FEET, TO THE POINT OF SEGINNING IN COOK COUNTY, ILLINOIS:

PARCEL F:

THE LAND, PROPERTY AND SPACE OF THE ILLINOIS CENTRAL RAILROAD COMPANY, IN FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANCE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE A HORIZONTAL SLAME HAVING AN ELEVATION OF 30,68 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID LAND, PROPERTY AND SPACE DESCRIBED AS FOLLOWS:

COMMENCING ON THE WESTERLY RIGHT OF WAY LINE OF SAID RAILROAD. AT THE INTERSECTION OF SAID LINE WITH THE NORTHERLY LINE OF THE 23RD STREET VIADUCT, SAID NORTHERLY LINE BEING 60 FEET (MEASURED PERPENDICULARLY) NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF THE EXISTING STRUCTURE. AND RUNNING

THENCE NORTH 16 DEGREES 37 MINUTES 38 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1500.00 FEET;

THENCE NORTH 73 DEGREES 22 MINUTES 22 SECONDS EAST. PARALLEL WITH SAID MORTHERLY LINE OF THE 23RD STREET VIADUCT. A DISTANCE OF 210.14 FEET TO THE POINT OF REGINNING FOR THAT PART HEREINAFTER DESCRIBED: THENCE NORTH 16 DEGREES 37 MINUTES 38 SECONDS WEST, A DISTANCE OF 49.95 FEET:

THENCE NORTHWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE EAST,

TANGENT TO LAST DESCRIBED STRAIGHT LINE, AND HAVING A RADIUS OF 1116.10 FEET, THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 19 DEGREES 57 MINUTES 44 SECONDS WEST, A DISTANCE OF 129.93 FEET; THENCE NORTHWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE WEST, WAVING A COMMON TANGENT WITH LAST DESCRIBED ARC OF A CIRCLE, AND A RADIUS OF 886.39 FEET, THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 19 DEGREES 36 MINUTES 05 SECONDS WEST, A DISTANCE OF 104.04 FEET: THENCE WORTH 16 DEGREES 34 MINUTES CO SECONDS WEST. ALONG A STRAIGHT LINE, TANGENT TO LAST DESCRIBED ARC OF A CIRCLE, A DISTANCE OF 226.65 FEET: THENCE SOUTH TO DEGREES 23 MINUTES 40 SECONDS WEST. A DISTANCE OF 23.00 FEET; THENCE MORTH 15 DEGREES 24 MINUTES 40 SECONDS WEST, A DISTANCE OF 212.97 FEET; THENCE NORTHWARDLY ALONG THE ARC OF A CIRCLE. CONVEN TO THE EAST. TANGENT TO LAST DESCRIBED STRAIGHT LINE, WITH A RADIUS OF 2220.95 FEET, THE CHORD OF SAID ARC MAYING A BEARING OF NORTH 21 DEGREES 58 MINUTES 42 SECONDS WEST, A DISTANCE OF 431.59 FEET; THENCE NORTH 27 DEGREES 32 MINUTES 43 SECONDS WEST ALONG A STRAIGHT LINE, TANGENT TO LAST DESCRIBED ARC OF A CIRCLE, A DISTANCE OF 103.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS 500.00 FEET SOUTH FROM AND PARALLEL WITH THE EASTWARD EXTENSION OF THE SOUTH LINE OF EAST 16TH STREET: THENCE NORTH 89 DEGREES 37 MINUTES 41 SICONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 376.89 FEET, TO AN INTERSECTION WITH A CURVED LINE, BEING THE ARC OF A CIRCLE, CONVEX TO THE WEST, WITH A RADIUS OF 1343.75 FEET, THE SOUTHERLY TERMINUS OF SAID AND BEING A POINT WHICH 18 230.646 FEET WESTERLY AND 158.143 FEET NORTHERLY OF THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SAID RAILROAD WITH THE EASTWARD EXTENSION OF THE NORTH LINE OF EAST 1814 STREET. AS MEASURED ALONG SAID EASTERLY LINE AND A LINE PERPENDICULAR THERETO. AND THE NORTHERLY TERMINUS OF SAID ARC BEING A POINT WHICK IS 197.473 FEET WESTERLY AND 434,475 FEET NORTHERLY OF THE AFORESAID INTURSECTION OF THE EASTERLY RIGHT OF WAY LINE WITH THE EASTWARD EXTENSION OF THE NORTH LINE OF EAST 19TH STREET, AS MEASURED ALONG SAID EASTERLY LINE AND A LINE PERPENDICULAR THERETO: THENCE SOUTHWARDLY ALONG LAST DESCRIBED ARC OF A CIRCLE, A DISTANCE OF 217.88 FEET TO THE AFORESAID SOUTHERLY TERMINUS OF SAID ARC; THENCE SOUTH 15 DEGREES 26 MINUTES 18 SECONDS EAST ALONG A STRAIGHT LINE, TANGENT TO LAST DESCRIBED ARC OF A CIRCLE, A DISTANCE OF 722.975 FEET. TO A POINT WHICH IS 434.030 FEET (MEASURED PERPENDICULARLY) EASTERLY FROM THE WESTERLY LINE OF SAID RAILROAD AND 1706.466 FEET (MEASURED PERPENDICULARLY) NORTHERLY OF THE AFOREMENTIONED NORTHERLY

THENCE SOUTHWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE EAST, TANGENT TO LAST DESCRIBED STRAIGHT LINE WITH A RADIUS OF 2008.70 FEET.

LINE OF THE 23RD STREET VIADUCT:

A DISTANCE OF 160.333 FEET TO A POINT WHICH IS 424.314 FEET, (MEASURED PERPENDICULARLY) EASTERLY FROM SAID WESTERLY RIGHT OF WAY LINE AND 1546.469 FEET (MEASURED PERPENDICULARLY) NORTHERLY OF SAID NORTHERLY LINE OF THE 13RD STREET VIADUCT:

THENCE SOUTHWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE EAST WITH A KADIUS OF 915.13 FEET. THE SOUTHERLY TERMINUS OF SAID ARC BEING A POINT WHICH IS 364.092 FEET (MEASURED PERPENDICULARLY) EASTERLY FROM SAID WESTERLY RIGHT OF WAY LINE AND 1200.00 FEET (MEASURED PERPENDICULATLY) NORTHERLY OF SAID MORTHERLY LINE OF THE CORD STREET VIADUCT, A DISTANCE OF 46.85 FEET. TO AN INTERSECTION WITH THE AFORESAID LINE, WHICH IS 1500.00 FEET MORTHERLY FROM AND PARALLEL WITH THE NORTHERLY LINE OF SAID 23RD STREET VIADUCT, AND THENCE SOUTH 73 DEGFEEN 22 MINUTES 22 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 208.23 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL G:

ALL OF LOTS 2 AND 5 IN ASSESSOR'S DIVISION OF LOTS 1, 2 AND 3 IN BLOCK 1 OF CLARKE'S ADDITION TO CHICAGO IN THE SOUTH WEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 22, TOWNSHIP 39 KONTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS:

PARCEL H:

THAT PART OF LOT 6 IN ASSESSOR'S DIVISION OF LOTS 1, 2 AND 3 IN BLOCK 1 OF CLARKE'S ADDITION TO CHICAGO. IN THE SOUTH WEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 22. TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH WEST CORNER OF SAID LOT 6 AND RUNNING THENCE NORTH OO DEGREES 02 MINUTES 49 SECONDS WEST ALONG THE WEST CINE OF SAID LOT 6, A DISTANCE OF 41.65 FEET;

THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTH EAST, WITH A RADIUS OF 498.70 FEET, A DISTANCE OF 47.87 FEET, TO AN INTERSECTION WITH THE SOUTH LINE OF SAID LOT 6. AT A POINT 23.55 FEET EAST OF THE SOUTH WEST CORNER THEREOF, AND;

THENCE SOUTH 89 DEGREES 57 MINUTES 41 SECONDS WEST ALONG SAID SOUTH LINE, SAID DISTANCE OF 22.55 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL J:

THE PROPERTY AND SPACE OF THE ILLINOIS CENTRAL RAILROAD COMPANY LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 65.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES PROJECTED

Property of Coot County Clark's Office

90174138

UNOFFICIAL COPY

VERTICALLY, OF THAT PART OF SAID LAND, PROPERTY AND SPACE, DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 7 AND 12 IN ASSESSOR'S DIVISION OF LOTS 1, 2 AND 3 IN BLOCK 1 OF CLARKE'S ADDITION TO CHICAGO IN THE SOUTH WEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 22 TOWNSHIP 39 NORTH, RANGE 14; EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DECRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH WEST CORNER OF SAID LOT 12 AND RUNNING THENCE NORTH OO DEGREES 02 MINUTES 49 SECONDS WEST ALONG THE WEST LINE OF SAID LOTS 12 AND 7. A DISTANCE OF 84.19 FEET TO THE NORTH WEST CORNER OF SAID LOT 7:

THEN E NORTH 89 DEGREES 57 MINUTES 41 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 58.26 FEET;

THENCE SOUTH 27 DEGREES 02 MINUTES 14 SECONDS EAST ALONG A STRAIGHT LINE, A DISTANCE OF 94,49 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID LOT 12, AT A POINT 101.28 FEET EAST OF THE SOUTH WEST CORNER THEREOF; AND

THENCE SOUTH 89 DEGREES 57 MINUTES 41 SECONDS WEST ALONG SAID SOUTH LINE OF LOT 12, SAID DISTANCE OF 101.28 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

COMMON ADDRESS:

IRREGULARLY STAPED AND NON-CONTIGUOUS PARCELS OF LAND BOUNDER ON THE EAST BY LAKE SHORE DRIVE, ON THE WEST IN PART BY MICHIGAN AVENUE AND IN PART BY WARY-SOUTH INDIANA AVENUE, ON THE NORTH IN PART BY LAKE PARK PLACE AND IN PART BY EAST ROOSEVELT ROAD AND ON THE SOUTH BY EAST TWENTY-THIRD STREET IN CHICAGO, ILLINOIS.

THE FOLLOWING PERMANENT INDEX TAX NUMBERS AFFECT A PART OF THE LAND AND NO OTHER PROPERTY:

17-22-102-002 (LOTS 18 TO 22 PARCEL A-1) 17-22-102-003 (LOTS 16 AND 17 PARCEL A-1) 17-22-102-018 (PART OF LOTS 5 TO 13 PARCEL A-1) 17-22-102-019 (PART OF LOTS 19 TO 32 PARCEL A-3) 17-15-310-008 (PART OF PARCEL B) 17-22-109-002 (PART OF PARCEL B) 17-22-109-003 (PART OF PARCEL B) 17-22-109-004 (PART OF PARCEL B) 17-22-109-005 (PART OF PARCEL B) 17-22-109-006 (PART OF PARCEL B) 17-22-109-007 (PART OF PARCEL B) 17-22-109-008 (PART OF PARCEL B) 17-22-109-009 (PART OF PARCEL B) 17-22-109-010 (PART OF PARCEL B) 17-22-501-007 (PART OF PARCEL B) 17-22-501-008 (PART OF PARCEL B) 17-22-301-009 (PART OF PARCEL B) 17-22-301-010 (PART OF PARCEL B) 17-22-501-011 (PART OF PARCEL B)

```
17-22-301-012 (PART OF PARCEL B)
17-22-301-013 (PART OF PARCEL B)
17-22-301-014 (PART OF PARCEL B)
17-22-502-001 (PART OF PARCELS B, B-1, D, AND E)
17-22-109-001 (PART OF PARCEL B-1)
17-22-303-008 (PART OF PARCEL G)
17-22-303-009 (PART OF PARCEL G)
17-22-304-020 (PART OF PARCEL G)
```

THE FOLLOWING PERMANENT INDEX TAX NUMBERS AFFECT A PORTION OF THE LAND AND OTHER PROPERTY NOT NOW IN QUESTION:

```
17-15-301-003 (PART OF PARCEL B)
17-15-112-002 (PAR? OF PARCELS B AND D)
17-22-109-011 (PART OF PARCEL B)
17-22-109-019 (PART OF PARCELS B AND C)
17-22-109-020 (PART OF MARCEL B)
17-22-109-021 (PART OF PARCEL B)
17-22-109-012 (PART OF PARCEL 2)
17-22-109-013 (PART OF PARCEL C)
17-22-109-014 (PART OF PARCEL C)
17-22-109-015 (PART OF PARCEL C)
17-22-109-016 (PART OF PARCEL C)
17-22-109-017 (PART OF PARCEL C)
17-22-109-018 (PART OF PARCEL C)
17-22-110-004 (PART OF PARCELS D AND E)
17-22-304-022 (PART OF PARCELS E AND F)
17-22-501-016 (PART OF PARCELS E AND F)
17-22-304-002 (ALL OF PARCEL H)
17-22-304-021 (PART OF PARCEL J)
```

Property of Cook County Clark's Office