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Address: 440 North Wabash, Chicago, Cook County, Illinois

Property Index Tax No. P.I.N. 17-10-127-001  
 17-10-127-003  
 17-10-127-005  
 17-10-127-006  
 17-10-127-007  
 17-10-127-008  
 17-10-127-009  
 17-10-127-010  
 17-10-127-011

THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE RETURNED AFTER RECORDING TO:



Jonathan W. Dunlay  
 Baker & Botts, L.L.P.  
 2001 Ross Avenue  
 800 Trammell Crow Center  
 Dallas, Texas 75201

DEPT-01 RECORDING 4171.00  
 T-5555 TRAM 6371 01/27/93 15:12:00  
 43944 \* \* \* \* \* 170551  
 COOK COUNTY RECORDER

## MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT ("Mortgage") made as of the 20th day of January, 1993, by Wabash/Hubbard Limited Partnership, an Illinois limited partnership ("Mortgagor") and Teacher Retirement System of Texas ("Mortgagee").

### WITNESSETH:

WHEREAS, Mortgagee and Mortgagor have entered into a certain Permanent Loan Agreement ("Loan Agreement") of even date herewith providing for the making of a permanent loan ("Loan") by Mortgagee to Mortgagor in a principal amount not to exceed SIXTY-TWO MILLION TWO HUNDRED THOUSAND DOLLARS (\$62,200,000.00) on the terms and conditions set forth in the Loan Agreement; and

WHEREAS, the principal amount secured by this Mortgage shall not exceed ONE HUNDRED TWENTY-FOUR MILLION FOUR HUNDRED THOUSAND DOLLARS (\$124,400,000.00);

WHEREAS, the Loan is evidenced by one Promissory Note ("Note") of even date

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herewith, duly executed by Mortgagor and delivered to Mortgagee, and payable to the order of Mortgagee at the place designated therein, in the above stated principal sum and drawing interest on the unpaid balance of principal as provided in the Note and Loan Agreement, payable as provided in the Note and Loan Agreement, which interest includes, without limitation, "Basic Interest" at the rate set forth in the Loan Agreement, "Additional Standby Costs" as set forth in the Loan Agreement, "Contingent Interest," based on "Adjusted Gross Income" and "Standby Adjusted Gross Income", as provided in the Loan Agreement, "Additional Contingent Interest" based on the fair market value of the property securing the Loan as provided in the Loan Agreement, with the final payment of principal and all accrued interest being payable on December 31, 2012;

NOW, THEREFORE, to secure the performance and observance by Mortgagor of all covenants and conditions in the Loan Agreement, the Note, this Mortgage, the Assignment of Lessor's Interest in Leases of even date herewith by Mortgagor to Mortgagee ("Assignment of Leases"), the Guaranty Agreement of even date herewith made by Guarantors (as defined in the Loan Agreement) to Mortgagee ("Guaranty"), the Participation Agreement of even date herewith by Mortgagor, Mortgagee, and The Sumitomo Bank, Limited ("Participation Agreement"), any security agreement, assignment of rents and leases, guaranty and any other documents and instruments heretofore, now or hereafter executed and evidencing, securing or guarantying the Loan or delivered in connection with the Loan or any extension, renewal, rearrangement or modification of the Loan or any of the foregoing instruments or documents, it being agreed, however, that Mortgagee is under no obligation to agree to any such extension, renewal, rearrangement or modification (the Loan Agreement, the Note, this Mortgage, the Assignment of Leases, the Guaranty, the Participation, and any such security agreement, assignment of rents or leases, guaranty and such other documents and instruments being sometimes referred to collectively as the "Permanent Loan Documents" and individually as a "Permanent Loan Document" and all indebtedness and other duties, obligations, covenants, conditions, representations, warranties and other terms and provisions of any of the Permanent Loan Documents to be paid or performed under the Permanent Loan Documents being sometimes collectively referred to as the "Indebtedness") and to secure all Indebtedness and in order to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for and in consideration of other valuable consideration, the receipt of which is acknowledged, Mortgagor does hereby convey, mortgage, assign, transfer, hypothecate, pledge, grant a security interest in, deliver, set over and confirm unto Mortgagee, its successors and assigns, forever, the following described property:

## THE MORTGAGED PROPERTY

(A) All of the real property, and interests therein, in the City of Chicago in Cook County, Illinois, as legally described in Exhibit "A" attached hereto ("Land"), together with all rights and appurtenances thereto, and all title and interest now or hereafter owned by Mortgagor, its successors and assigns, in the whole or any part of the Land and any street, road, or alley adjoining or contiguous to the Land;

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(B) TOGETHER WITH all buildings, structures and improvements of every nature whatsoever now or hereafter located on, in or under the Land, and all fixtures, machinery, appliances, equipment, furniture and personal property (including without limitation any trademark, trade name [including specifically the right, title and interest of Mortgagor in and to the name "440 North Wabash", "Plaza at 440", and similar names], insignia or logo), and including the items listed on Exhibit "C" attached hereto, which may be, of every nature whatsoever now or hereafter owned by Mortgagor and located in or on, or attached to, or used or intended to be used in connection with, or with the operation of, the Land, buildings, structures or other improvements, or in connection with any construction being conducted or which may be conducted thereon, and owned by Mortgagor, and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, and all of the right, title and interest of Mortgagor in and to any such personal property or fixtures which, to the fullest extent permitted by law, shall be conclusively deemed fixtures and a part of the real property encumbered hereby ("Improvements") but excluding Mortgagor's personal property located on, but not affixed to, or incorporated in, the Improvements that is leased to Mortgagor or is subject to purchase money financing used by Mortgagor to acquire such personal property ("Financed Personal Property") but including Mortgagor's leasehold interest in all leased personal property and including Mortgagor's interest in all Financed Personal Property, including the washers and dryers leased by Mortgagor from Chicago Coin Meter Company pursuant to lease, dated November 21, 1991;

(C) TOGETHER WITH all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights and powers, and all appurtenances whatsoever (including without limitation all zoning, development and air rights), in any way belonging, relating or appertaining to any of the mortgaged property described in paragraphs (A) and (B) hereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor, including without limitation all right, title and interest of Mortgagor in, to and under that certain Reciprocal Easement Agreement, dated as of November 22, 1989, between Mortgagor and Airline Foods, Inc., recorded in the Office of the Recorder of Deeds in Cook County, Illinois, on November 30, 1989 as Document No. 89-572741, as amended by First Amendment to Reciprocal Easement Agreement, recorded, or to be recorded, in the Office of the Recorder of Deeds in Cook County, Illinois ("REA"), and all additional amendments to such agreements;

(D) TOGETHER WITH (i) all the estate, right, title and interest of Mortgagor of, in and to all judgments, insurance proceeds, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the mortgaged property described in paragraphs (A), (B) and (C) hereof or any part thereof under the power of eminent domain or for any damage (whether caused by such taking or otherwise) to the mortgaged property described in paragraphs (A), (B) and (C) hereof or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sales or other dispositions of the mortgaged property described in paragraphs (A), (B) and (C) hereof or any part thereof; and Mortgagee is hereby authorized to collect and receive said awards and proceeds (subject to the terms and conditions set forth in the Loan Agreement); (ii) all contract rights, general intangibles, actions and rights

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in action, including without limitation all franchise agreements, utility service agreements, and all rights to insurance proceeds and unearned premiums arising from or relating to the mortgaged property described in paragraphs (A), (B) and (C) above, including without limitation, the Parking Facility Management Agreement, dated April 15, 1991, executed by Mortgagor and Standard Parking Corporation, and the Agreement, dated September 13, 1991, executed by World Cinema, Inc. and the Ross Group, as agent for Mortgagor; and (iii) all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the mortgaged property described in paragraphs (A), (B) and (C);

(E) TOGETHER WITH all rents, income and other benefits to which Mortgagor may now or hereafter be entitled from the mortgaged property described in paragraphs (A), (B) and (C) hereof to be applied against the Indebtedness and other sums secured hereby; provided, however, that permission is hereby given to Mortgagor, so long as no Event of Default (as defined in Section 3.01) has occurred hereunder, to collect and use such rents, income and other benefits as they become due and payable, but not more than one (1) month in advance thereof; but upon the occurrence of any Event of Default, the permission hereby given to Mortgagor to collect such rents, income and other benefits shall terminate; the foregoing provisions hereof constituting an absolute and present assignment of the rents, income and other benefits from the mortgaged property described in paragraphs (A), (B) and (C) above, subject, however, to the conditional permission given to Mortgagor to collect and use such rents, income and other benefits as provided herein and in the other Permanent Loan Documents; and the existence or exercise of such right of Mortgagor shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by Mortgagor, and any such subsequent assignment by Mortgagor shall be subject to the rights of Mortgagee hereunder;

(F) TOGETHER WITH all right, title and interest of Mortgagor in and to any and all leases now or hereafter on or affecting the mortgaged property described in paragraphs (A), (B) and (C) hereof, together with all security therefor, guaranties thereof, and all monies payable thereunder, including that certain Assignment of Subleases and Rents covering subleases entered into by Presidential Villas, Inc., as sublessor, and that certain Security Agreement covering all furniture and other personal property owned by Presidential Villas, Inc. and used in the Improvements, executed by Presidential Villas, Inc., dated December 27, 1991, and that certain Guaranty executed by Noel Goldblatt, dated December 27, 1992, and all books and records which contain payments made under the leases and all security therefor, subject, however, to the conditional permission hereinabove given to Mortgagor to collect the rents, income and other benefits arising under any such lease; and Mortgagee shall have the right to notify any lessee of the rights of Mortgagee as provided by this paragraph;

(G) TOGETHER WITH any and all rights and claims of Mortgagor under any and all agreements and leases made in connection with the mortgaged property described in paragraphs (A), (B) and (C) hereof as they pertain to any security and other deposits now or from time to time hereafter: (i) furnished to any utilities providing services to said mortgaged property, or (ii) furnished by tenants of said mortgaged property; and

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(H) TOGETHER WITH all funds of Mortgagor which may be deposited with Mortgagee, or any depository approved by Mortgagee, in accordance with the provisions of the Loan Agreement or any other Permanent Loan Document, which funds or instruments in which funds are invested shall be deemed to be part of the mortgaged property for purposes hereof, and in the event of a conflict between the terms and conditions of this instrument and any instrument under which Mortgagee, or any depository, holds any funds of Mortgagor the terms and conditions of the latter instrument shall prevail.

All of the mortgaged property described in paragraphs (A), (B), (C), (D), (E), (F), (G), and (H) above, and each item of mortgaged property therein described, is herein referred to as "THE MORTGAGED PROPERTY." If and to the extent that any of THE MORTGAGED PROPERTY constitutes personal property with respect to which a security interest may be granted under the Uniform Commercial Code as adopted in the State of Illinois ("UCC"), such portion of THE MORTGAGED PROPERTY is sometimes referred to as the "Collateral."

TO HAVE AND TO HOLD THE MORTGAGED PROPERTY and all parts thereof unto Mortgagee, its successors and assigns, to its own use and benefit forever in accordance herewith.

## ARTICLE I

### COVENANTS OF MORTGAGOR

Mortgagor covenants and agrees with Mortgagee as follows:

1.01 Performance under Permanent Loan Documents. Mortgagor shall perform, observe and comply with all provisions hereof, of the Note, the Loan Agreement and of every other Permanent Loan Document and will promptly pay to Mortgagee the principal with interest thereon and all other sums required to be paid by Mortgagor under the Note, the Loan Agreement and all other Indebtedness.

1.02 Title. Mortgagor represents and covenants that as of the date hereof and at all times hereafter during the term hereof: (a) Mortgagor is seized of an indefeasible estate in fee simple in the Land and Improvements therein free and clear of all liens, security interests, charges, easements, covenants, restrictions and other matters, exceptions and encumbrances whatsoever except those, if any, described in Exhibit "B" attached hereto and has good and absolute title to the balance of THE MORTGAGED PROPERTY, and has good right, full power and lawful authority to mortgage and pledge the same as provided herein, and Mortgagee may at all times peaceably and quietly enter upon, hold, occupy and enjoy THE MORTGAGED PROPERTY in accordance with the terms hereof; and (b) Mortgagor will maintain and preserve the lien of this Mortgage until the Indebtedness has been paid in full.

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1.03 Transfer of THE MORTGAGED PROPERTY. There shall, at Mortgagee's option, be an Event of Default hereunder if, without first obtaining Mortgagee's written consent, there is a violation of the transfer restrictions set forth in Section 3.8 of the Loan Agreement.

1.04 Assignment of Rents. The assignment contained in paragraph (E) under the section of this Mortgage entitled "THE MORTGAGED PROPERTY" shall be fully operative without any further action on the part of either party, and, specifically, Mortgagee shall be entitled, at its option, upon the occurrence of an Event of Default hereunder, to all rents, income and other benefits from the property described in paragraphs (A), (B) and (C) hereof, whether or not Mortgagee takes possession of such property. Mortgagor hereby further grants to Mortgagee the right upon the occurrence of an Event of Default, at Mortgagee's option, (i) to enter upon and take possession of THE MORTGAGED PROPERTY for the purpose of collecting the rents, income and other benefits, (ii) to dispossess by the usual summary proceedings any tenant defaulting in the payment thereof to Mortgagee, (iii) to lease THE MORTGAGED PROPERTY or any part thereof, and (iv) to apply the rents, income and other benefits, after payment of all necessary charges and expenses, on account of the Indebtedness. Such assignment and grant shall continue in effect until the Indebtedness is paid, the execution of this Mortgage constituting and evidencing the irrevocable consent of Mortgagor to the entry upon and taking possession of THE MORTGAGED PROPERTY by Mortgagee pursuant to such grant, whether or not foreclosure has been instituted. Neither the exercise of any rights under this paragraph by Mortgagee nor the application of any such rents, income or other benefits to the Indebtedness shall cure or waive any default or notice of default hereunder, or invalidate any act done pursuant hereto or pursuant to any such notice, but shall be cumulative of all other rights and remedies.

1.05 After-Acquired Property. To the extent permitted by, and subject to, applicable law, the lien of this Mortgage shall automatically attach, without further act, to all property hereafter acquired by Mortgagor located in or on, or attached to, or used or intended to be used in connection with, or with the operation of, THE MORTGAGED PROPERTY or any part thereof.

1.06 Assignment of Leases. The assignment contained in paragraph (F) under the section of this Mortgage entitled "THE MORTGAGED PROPERTY" shall not be deemed to impose upon Mortgagee any of the obligations or duties of Mortgagor provided in any lease (including, without limitation, any liability under the covenant of quiet enjoyment contained in any lease in the event that any tenant shall have been joined as a party defendant in any action to foreclose this Mortgage and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in THE MORTGAGED PROPERTY or any part thereof). With respect to the assignment contained in such paragraph (F), Mortgagor shall, from time to time upon request of Mortgagee, specifically assign to Mortgagee as additional security hereunder, by an instrument in writing in such form as may be approved by Mortgagee, all right, title and interest of Mortgagor in and to any and all leases now or hereafter on or affecting THE MORTGAGED PROPERTY, together with all security therefor, guarantees thereof, and

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all monies payable thereunder, subject to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such lease. Mortgagor shall also execute and deliver to Mortgagee any notification, financing statement or other document reasonably required by Mortgagee to perfect the foregoing assignment as to any such lease. The provisions of this Section 1.06 shall be subject to the provisions of such paragraph (F).

1.07 Expenses. Mortgagor will, upon demand by Mortgagee, reimburse Mortgagee for all costs and expenses for which such reimbursement is required under the Permanent Loan Documents. Mortgagor indemnifies and agrees to hold harmless Mortgagee from and against, and reimburse it for, all claims, demands, liabilities, losses, damages, judgments, penalties, costs, and expenses (including, without limitation, attorney's fees and expenses) which may be imposed upon, asserted against, or incurred or paid by it by reason of or in connection with any bodily injury or death or property damage occurring in or upon or in the vicinity of THE MORTGAGED PROPERTY through any cause whatsoever, or asserted against it on account of any act performed or omitted to be performed hereunder, or on account of any transaction arising out of or in any way connected with THE MORTGAGED PROPERTY, the Permanent Loan Documents or any Indebtedness, provided that Mortgagor shall not be obligated to indemnify Mortgagee from and against Mortgagee's gross negligence or willful misconduct. Without limitation of the foregoing, in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates (if applicable), and similar data and assurances with respect to title as Mortgagee may deem to be necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of THE MORTGAGED PROPERTY. All such expenditures and expenses shall become part of the Indebtedness secured hereby and immediately due and payable, with interest thereon at the Default Rate, as defined in the Loan Agreement, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any Indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect THE MORTGAGED PROPERTY.

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## ARTICLE II

### SECURITY AGREEMENT

2.01 Security Agreement. This Mortgage covers and includes the Collateral hereinabove described. Without limiting any of the provisions of this instrument, Mortgagor,

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as Debtor and referred to in this Section as "Debtor," expressly agrees as follows:

(a) Debtor hereby grants unto the holder of all Indebtedness described herein, as Secured Party and referred to in this paragraph as "Secured Party," a security interest in the Collateral, to the extent the Collateral is covered by, and in accordance with the UCC.

(b) In addition to any other remedies granted in this instrument to the Secured Party, the Secured Party may, upon the occurrence of an Event of Default, proceed under the UCC as to all or any part of the Collateral and shall have and may exercise with respect to the Collateral all the rights, remedies and powers of a Secured Party under the UCC, including, without limitation, the right and power to sell at public or private sale or sales, or otherwise dispose of, lease or utilize the Collateral, and any part or parts thereof in any manner authorized or permitted under said UCC after default by a debtor, and to apply the proceeds thereof in the manner set forth in this Mortgage.

(c) Among the rights of Secured Party upon the occurrence of an Event of Default, and without limitation, Secured Party shall have the right to take possession of the Collateral and to enter upon any premises where same may be situated for such purpose without being deemed guilty of trespass and without liability for damages thereby occasioned, and to take any action deemed necessary or appropriate or desirable by Secured Party, at its option and in its discretion, to repair, refurbish or otherwise prepare the Collateral for sale, lease or other use or disposition as herein authorized.

(d) To the extent permitted by law, Debtor expressly waives any notice of sale or other disposition of the Collateral and any other rights or remedies of a debtor or formalities prescribed by law relative to sale or disposition of the Collateral or exercise of any other right or remedy of Secured Party existing after default hereunder; and to the extent any such notice is required and cannot be waived, Debtor agrees that if such notice is mailed, postage prepaid, to the Debtor at the address shown herein at least five (5) days before the time of the sale or disposition such notice shall be deemed reasonable and shall fully satisfy any requirement for giving of said notice.

(e) Debtor hereby grants to the Secured Party the right, at its option, at any time after the occurrence of an Event of Default, to transfer at any time to itself or to its nominee the Collateral, or any part thereof, and to receive the monies, income, proceeds or benefits attributable or accruing thereto and to hold the same as security for the Debtor's obligations or to apply it on the principal and interest or other amounts owing on any of the Debtor's obligations, whether or not then due, in such order or manner as Secured Party may elect. All rights to marshaling of assets of Debtor, including any such right with respect to the Collateral, are hereby waived.

(f) Debtor hereby covenants, stipulates and agrees that all recitals in any instrument of assignment or any other instrument executed by Secured Party incident to sale, transfer, assignment, lease or other disposition or utilization of the Collateral or any part thereof

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hereunder shall, as to any third parties, be full proof of the matters stated therein and no other proof shall be requisite to establish full legal propriety of the sale or other action taken by Secured Party or of any fact, condition or thing incident thereto and all prerequisites of such sale or other action or of any fact, condition or thing incident thereto shall be presumed conclusively to have been performed or to have occurred.

(g) Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both parties. All reasonable expenses of retaking, holding, preparing for sale, lease or other use or disposition, selling, leasing or otherwise using or disposing of the Collateral and the like which are incurred or paid by Secured Party as authorized or permitted hereunder, including also all attorneys' fees, legal expenses and costs, shall be added to the Debtor's obligations and the Debtor shall be liable therefor.

(h) Debtor will not remove said Collateral or any part thereof from its present location except for the purpose of renewing or replacing the Collateral, and will endeavor to maintain such Collateral at its present worth, ordinary wear and tear alone excepted.

(i) So long as any of the Indebtedness remains unpaid, Debtor will not further assign the Collateral or grant a security interest in the Collateral and Debtor will not execute, and there will not be filed in any public office, any financing statement or statements affecting the Collateral perfecting a security interest therein superior to, of equal dignity with or subordinate to the security interest hereby granted other than financing statements in favor of Secured Party hereunder unless the prior written specific consent and approval of Secured Party shall have first been obtained.

(j) Any copy of this Mortgage may also serve as a Financing Statement under the UCC between the Debtor and Secured Party whose addresses are set forth herein. Except for the security interest granted hereby in the Collateral, Debtor is the owner and holder of the Collateral free of any adverse claim, security interest or encumbrance, and Debtor will defend the Collateral against all claims and demands of any person at any time claiming the same or any interest therein. Debtor has not heretofore signed any financing statement and no financing statement signed by Debtor is now on file in any public office except for those financing statements true and correct copies of which have been delivered to the Secured Party. Debtor authorizes Secured Party to file, in jurisdictions where this authorization will be given effect, a financing statement signed only by Secured Party covering the Collateral, and at the request of Secured Party. Debtor will join Secured Party in executing one or more financing statements, pursuant to the UCC in form satisfactory to Secured Party, and will pay the cost of filing the same or filing or recording this instrument as a financing statement, in all public offices at any time and from time to time whenever filing or recording of any financing statement or of this instrument is deemed by Secured Party to be necessary or desirable.

(k) This Mortgage, Secured Party's rights hereunder, or the Indebtedness may be assigned from time to time, and in any such event, the assignee thereof shall be entitled to

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all of the rights, privileges and remedies granted to Secured Party hereunder.

(1) The addresses of Beneficiary, as Debtor, and Mortgagee, as Secured Party, are as set forth in Section 4.02.

## ARTICLE III

### DEFAULTS AND REMEDIES

3.01 Event of Default. The term "Event of Default," wherever used in this Mortgage, shall mean a Default as defined under Article XI of the Loan Agreement.

3.02 Acceleration of Maturity. If an Event of Default occurs, Mortgagee may declare the outstanding principal amount of the Note and the interest accrued thereon and all other Indebtedness to be immediately due and payable, and upon such declaration such principal and interest and other Indebtedness shall immediately become and be due and payable without demand or notice.

3.03 Mortgagee's Power of Enforcement. If an Event of Default occurs, Mortgagee may, either with or without entry or taking possession as hereinabove provided or otherwise, and without regard to whether or not the Indebtedness shall be due, and without prejudice to the right of Mortgagee thereafter to bring an action of foreclosure or any other action for any default existing at the time such earlier action was commenced, proceed by any appropriate action or proceeding: (i) to enforce payment of the Note and/or the other Indebtedness or the performance of any term hereof or any other right; (ii) to foreclose this Mortgage and to have sold, as an entirety or in separate lots or parcels or otherwise, THE MORTGAGED PROPERTY; and (iii) to pursue any other remedy available to it at law, in equity, or otherwise. Mortgagee may take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, or both, as Mortgagee may determine. The proceeds of each sale paid to Mortgagee may be applied by Mortgagee on the Indebtedness in such order and manner as Mortgagee may elect. Any surplus funds from the foreclosure sale or sales hereunder shall be paid as required by applicable law.

### 3.04 Entry and Possession.

(a) If an Event of Default occurs, (i) Mortgagor, upon demand of Mortgagee, shall forthwith surrender to Mortgagee the actual possession of THE MORTGAGED PROPERTY, and if and to the extent permitted by law, Mortgagee itself, or by such officers or agents as it may appoint, may enter and take possession of all or any portion of THE MORTGAGED PROPERTY and may exclude Mortgagor and its agents and employees wholly therefrom and may have access to the books, papers and accounts of Mortgagor; and (ii) Mortgagor will pay monthly in advance to Mortgagee, on Mortgagee's entry into possession, or to any receiver appointed to collect the rents, income and other benefits of THE MORTGAGED PROPERTY, the fair and reasonable rental value for the use and occupation of

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such part of THE MORTGAGED PROPERTY as may be occupied by Mortgagor, and upon default in any such payment will vacate and surrender possession of such part of THE MORTGAGED PROPERTY to Mortgagee or to such receiver, and in default thereof Mortgagor may be evicted by summary proceedings or otherwise.

(b) If Mortgagor shall for any reason fail to surrender or deliver THE MORTGAGED PROPERTY or any part thereof after the Mortgagee's demand, Mortgagee may obtain a judgment or decree conferring on Mortgagee the right to immediate possession or requiring Mortgagor to deliver immediate possession of all or part of THE MORTGAGED PROPERTY to Mortgagee, to the entry of which judgment or decree Mortgagor hereby specifically consents. Mortgagor shall pay to Mortgagee, upon demand, all costs and expenses of obtaining such judgment or decree, including without limitation compensation to the attorneys and agents of Mortgagee, and all such costs and expenses shall, until paid, be secured by the lien of this Mortgage.

(c) Upon every such entering upon or taking of possession, Mortgagee may hold, store, use, operate, manage and control THE MORTGAGED PROPERTY and conduct the business thereof, and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon, and purchase or otherwise acquire additional fixtures and personal property; (ii) insure or keep THE MORTGAGED PROPERTY insured; (iii) manage and operate THE MORTGAGED PROPERTY and exercise all the rights and powers of Mortgagor, in its name or otherwise, with respect to the same; and (iv) enter into agreements with others to exercise the powers herein granted Mortgagee, all as Mortgagee from time to time may determine; and Mortgagee may collect and receive all the rents, income and other benefits thereof, including those past due as well as those accruing thereafter; and shall apply the monies so received by Mortgagee, in such priority as Mortgagee may determine, to the payment of (1) the compensation, expenses and disbursements of the agents, attorneys and other representatives of Mortgagee, (2) the cost of insurance, taxes, assessments and other proper charges upon THE MORTGAGED PROPERTY or any part thereof, and (3) the Indebtedness.

(d) Mortgagee shall surrender possession of THE MORTGAGED PROPERTY to Mortgagor only when all amounts due under any of the terms of this Mortgage shall have been paid and all other defaults fully cured. The same right to take possession shall exist, however, if any subsequent Event of Default shall occur.

**3.05 Leases.** Except as otherwise provided in leases approved by Mortgagee, Mortgagee is authorized to foreclose this Mortgage subject to the rights, if any, of any tenants of THE MORTGAGED PROPERTY, or Mortgagee may elect which tenants Mortgagee desires to name as parties defendant in such foreclosure, and the failure to make any such tenant a party defendant to any foreclosure proceedings and to foreclose its rights will not be, nor be asserted by Mortgagor to be, a defense to any proceedings instituted by Mortgagee to collect the sums secured hereby or to collect any deficiency remaining unpaid after the foreclosure sale of THE MORTGAGED PROPERTY.

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3.06 Purchase by Mortgagee. Upon any foreclosure sale, Mortgagee may bid for and purchase all or any portion of THE MORTGAGED PROPERTY and, upon compliance with the terms of sale and applicable law, may hold, retain and possess and dispose of such property in its own absolute right without further accountability. Upon any foreclosure sale, Mortgagee may apply any or all of the Indebtedness toward the purchase price bid by Mortgagee at the foreclosure sale.

3.07 Waivers. Presentment, demand, notice of dishonor, protest, the benefits of homestead and all other exemptions provided Mortgageor and each surety, guarantor and endorser of the Note are hereby waived to the full extent permitted by law. To the full extent permitted by law, Mortgageor and each surety, guarantor and endorser of the Note, and anyone claiming through or under it further waive, and agree that it will not set up, claim or seek to take advantage of, all rights and benefits of any statute of limitations and any moratorium, reinstatement, marshaling, forbearance, appraisal, valuation, stay, extension, redemption, exemption and homestead now provided, or which may hereafter be provided by law, both as to itself and in and to all of THE MORTGAGED PROPERTY against the enforcement and collection of the Indebtedness or in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of THE MORTGAGED PROPERTY or the final and absolute putting into possession hereof, immediately after such sale, of the purchaser thereat. To the full extent permitted by law, Mortgageor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf, on behalf of the trust estate and all persons beneficially interested therein, and on behalf of each and every person acquiring any interest in or title to THE MORTGAGED PROPERTY subsequent to the date hereof.

3.08 Receiver - Mortgagee in Possession. If an Event of Default occurs, Mortgagee, to the extent permitted by law and without regard to the value, adequacy or occupancy of the security for the Indebtedness, shall be entitled as a matter of right, if it so elects, to the appointment of a receiver to enter upon and take possession of THE MORTGAGED PROPERTY and to collect all rents, income and other benefits thereof and apply the same as the court may direct. The expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the powers herein contained shall be secured by this Mortgage. The right to enter and take possession of and to manage and operate THE MORTGAGED PROPERTY, and to collect all rents, income and other benefits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, income and other benefits actually received by Mortgagee, whether received pursuant to this Section 3.08 or Section 3.04. Notwithstanding the appointment of any receiver or other custodian, Mortgagee shall be entitled as pledgee to the possession and control of any cash, deposits, or instruments at the time held by, or payable or deliverable to Mortgagee under the terms of this Mortgage. Upon, or at any time after the filing of a suit to foreclose this Mortgage, the court in which such suit is filed shall also have full power to enter an order placing Mortgagee in possession of THE MORTGAGED PROPERTY with the same power herein granted to a receiver and with all other

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rights and privileges of a mortgagee in possession under law.

3.09 Suits to Protect THE MORTGAGED PROPERTY. Mortgagee shall have the power and authority (but not the duty) to institute and maintain any suits and proceedings as Mortgagee may deem advisable (a) to prevent any impairment of THE MORTGAGED PROPERTY by any acts which may be unlawful or may violate the terms of this Mortgage, (b) to preserve or protect its interest in THE MORTGAGED PROPERTY, or (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to Mortgagee's interest.

3.10 Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings affecting Mortgagor, Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claims allowed in such proceedings for the entire amount due and payable under the Note, this Mortgage and any other Permanent Loan Document, at the date of the institution of such proceedings, and for any additional amounts which may become due and payable to Mortgagee after such date.

3.11 Mortgagor to Pay (i) Note on Any Default in Payment; Application of Monies by Mortgagee.

(a) If an Event of Default occurs, then, upon Mortgagee's demand, Mortgagor will pay to Mortgagee the whole amount due and payable under the Note and all other Indebtedness; and if Mortgagor fails to pay the same forthwith upon such demand, Mortgagee shall be entitled to sue for and to recover judgment against Mortgagor (subject to the limitations contained in Section 4.09 hereof) for the whole amount so due and unpaid together with costs and expenses, including without limitation the compensation, expenses and disbursements of Mortgagee's agents, attorneys and other representatives, either before, after or during the pendency of any proceedings for the enforcement of this Mortgage; and the right of Mortgagee to recover such judgment shall not be affected by any taking of possession or foreclosure sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the terms of this Mortgage, or the foreclosure of the lien hereof.

(b) Mortgagor hereby agrees, to the extent permitted by law, that no recovery of any judgment by Mortgagee, and no attachment or levy of execution upon any of THE MORTGAGED PROPERTY or any other property of Mortgagor, shall in any way affect the lien of this Mortgage upon THE MORTGAGED PROPERTY or any part thereof or any lien, rights, powers or remedies of Mortgagee hereunder, but such lien, rights, powers and remedies shall continue unimpaired as before until the Indebtedness is paid in full.

(c) Any monies collected or received by Mortgagee under this Section 3.11 shall be applied in such priority as the Mortgagee may determine to the payment of (i) compensation,

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expenses and disbursements of the agents, attorneys and other representatives of Mortgagee in connection with the exercise of Mortgagee's rights hereunder, (ii) the cost of insurance, taxes, assessments and other proper charges upon THE MORTGAGED PROPERTY or any part thereof, and (iii) the *Indebtedness*.

3.12 No Waiver. Mortgagee shall not be deemed to have waived any of its rights or remedies under this Mortgage unless such waiver is express and in a writing signed by Mortgagee. No delay or omission by Mortgagee in exercising any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy, or be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to Mortgagee may be exercised from time to time and as often as may be deemed expedient by Mortgagee. No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies consequent thereon. If Mortgagee (a) grants forbearance or an extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment hereof; (c) waives or does not exercise any right granted in the Note, this Mortgage or any other Permanent Loan Document; (d) releases any part of THE MORTGAGED PROPERTY from the lien of this Mortgage or any other security under any other Permanent Loan Document; (e) consents to the granting of any easement on the Land; or (f) makes or consents to any agreement changing the terms of this Mortgage or subordinating the lien or any charge hereof, no such act or omission shall release, discharge, modify, change or affect the original liability under the Note, this Mortgage or any other Permanent Loan Document except to the extent specifically provided in an instrument or instruments executed by Mortgagee. No such act or omission shall preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in case of any Event of Default then existing or of any subsequent Event of Default, nor, *except as otherwise expressly provided in an instrument or instruments executed by Mortgagee*, shall the lien of this Mortgage be altered thereby. A waiver of any right on one occasion shall not be construed as a waiver of Mortgagee's right to insist thereafter upon strict compliance with the terms of the Permanent Loan Documents without previous notice of such intention being given to Mortgagor, and no exercise of any right by Mortgagee shall be deemed to constitute an election of remedies by Mortgagee precluding the subsequent exercise by Mortgagee of any or all of the rights, powers, or remedies available to it under the Permanent Loan Documents or at law or in equity.

3.13 Discontinuance of Proceedings. If Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or such proceedings shall have resulted in a final determination adverse to Mortgagee, then and in every such case Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Mortgagee shall continue as if no such proceedings had occurred or had been taken.

3.14 Remedies Cumulative. No right, power or remedy conferred upon or reserved to Mortgagee by the Note, this Mortgage or any other Permanent Loan Document is

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exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any Permanent Loan Document, or now or hereafter existing at law, in equity or by statute.

## ARTICLE IV

### MISCELLANEOUS PROVISIONS

4.01 Successors. Whenever one of the parties hereto is named or referred to herein, the heirs and successors and assigns of such party shall be included, and all covenants and agreements contained in this Mortgage shall bind the successors and assigns of Mortgagor and inure to the benefit of the successors and assigns of Mortgagee.

4.02 Addresses for Notices. All notices, demands, or documents which are required or permitted to be given or served hereunder shall be in writing and, unless otherwise required hereunder, shall be deemed given three (3) days after depositing the same in the United States mail, postage prepaid and registered or certified and addressed to the party to be notified, with return receipt requested, or upon delivery (or refusal to accept delivery) to the party to whom the notice is addressed. For purposes of notice, the addresses for the parties shall be as follows:

If to Mortgagor:                      Wabash/Hubbard Limited Partnership  
  c/o The John Buck Company  
  200 South Wacker Drive  
  Chicago, Illinois 60606  
  Attention: John A. Buck, II

with a copy to:                        Keck, Mahin & Cate  
  77 West Wacker Drive  
  49th Floor  
  Chicago, Illinois 60601  
  Attention: Howard J. Siegel

If to Mortgagee:                      Teacher Retirement System  
  of Texas  
  c/o Alex. Brown Kleinwort Benson  
  Realty Advisors Corporation  
  Two North Charles Street  
  Baltimore, Maryland 21201  
  Attention: Robert H. Gidel

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with a copy to:

Baker & Botts, L.L.P.  
800 Trammell Crow Center  
2001 Ross Avenue  
Dallas, Texas 75201  
Attention: Jonathan W. Dunlay

Each of such parties shall have the right to designate from time to time another address for purposes of this Mortgage by written notice to the other parties.

**4.03 Headings.** The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience only, are not to be considered a part hereof, and shall not limit, expand or otherwise affect any of the terms hereof.

**4.04 Invalid Provisions.** In the event that any of the covenants, agreements, terms or provisions contained in this Mortgage shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in this Mortgage shall be in no way affected, prejudiced or disturbed thereby.

**4.05 Changes.** Neither this Mortgage nor any term hereof may be amended, altered, changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement hereafter made by Mortgagor and Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

**4.06 GOVERNING LAW.** THIS MORTGAGE SHALL BE CONSTRUED, INTERPRETED, ENFORCED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES) AND APPLICABLE FEDERAL LAW.

**4.07 Future Advances.** This Mortgage is given to secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of Mortgagee, or otherwise, as are made by Mortgagee, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed One Hundred Twenty-Four Million Four Hundred Thousand Dollars (\$124,400,000.00), plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on, or preservation of, THE MORTGAGED PROPERTY, with interest in such disbursements at the Default Rate, as defined in the Loan Agreement.

**4.08 Incorporation of Loan Agreement.** The Loan Agreement contains certain covenants, representations and waivers of notice of Mortgagor which are incorporated herein by reference and which Mortgagor confirms in its entirety, and Mortgagor agrees that this Mortgage

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also secures the performance of Mortgagor of all of its obligations as Borrower under the Loan Agreement.

4.09 Exculpatory Provision. This Mortgage shall be subject to the provisions of Section 4.4 and Section 8.10 of the Loan Agreement as if set forth at length herein.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be executed as of the day and year first above written.

MORTGAGOR:

WABASH/HUBBARD LIMITED PARTNERSHIP,  
an Illinois limited partnership

By: BUCK 127 LIMITED PARTNERSHIP, an  
Illinois limited partnership, general partner

By: Buck-Wabash Corp., an Illinois  
corporation, general partner

By: 

Name: John O. O'Donnell

Title: WCE - President

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STATE OF ILLINOIS

COUNTY OF COOK

NOTARY PUBLIC

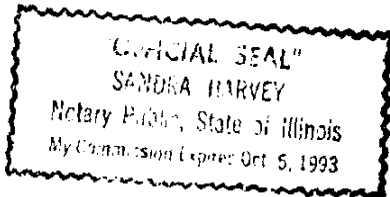
I, Sandra Harvey, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that John Donald, as vice President of BUCK-WABASH CORP., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, as general partner of Buck 127 Limited Partnership acting as the general partner of WABASH/HUBBARD LIMITED PARTNERSHIP for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of January, 1993.

Sandra Harvey  
Notary Public

My Commission Expires:

\_\_\_\_\_



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ANNEX 2011

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## EXHIBIT A

### LAND

The "Apartment Parcel" as defined in the REA, and as further described in Exhibit A-1 attached hereto, and the air rights and interests in real property described in Exhibit A-2 attached hereto.

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## EXHIBIT A-1

All of Lots 5 to 12, inclusive, together with part of the vacated 18 foot east and west alley lying south of and adjoining the south line of said Lots 5 and 6 in Block 12, in Kinzie's Addition to Chicago in Section 10, Township 39 north, Range 14 east of the third principal meridian, in Cook County, Illinois, less and except those certain parcels described in the remainder of this Exhibit A-1:

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9/11/92

## HOTEL PARCEL 1 (BASEMENT LEVEL)

THAT PART OF LOTS 5 TO 12, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE VACATED 18 FOOT EAST AND WEST ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOTS 5 AND 6 IN BLOCK 12 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS ONE TRACT BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 12 AFORESAID; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT, 14.79 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 20.08 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 145.56 FEET TO A POINT, SAID POINT BEING 15.88 FEET EAST (AS MEASURED PERPENDICULARLY) OF THE WEST LINE OF LOT 6 AFORESAID; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE SOUTH LINE OF BLOCK 12 AFORESAID 82.97 FEET TO A POINT 1.49 FEET WEST OF THE EAST LINE OF LOT 5 AFORESAID; THENCE SOUTH 0 DEGREES 19 MINUTES 12 SECONDS WEST, 65.71 FEET TO A POINT WHICH IS 0.22 FEET SOUTH AND 1.86 FEET WEST OF THE NORTHWEST CORNER OF LOT 9; THENCE SOUTH 89 DEGREES 36 MINUTES 54 SECONDS EAST, 130.48 FEET TO A POINT, SAID POINT BEING 0.35 FEET SOUTH (AS MEASURED PERPENDICULARLY) OF THE NORTH LINE OF LOT 11 AFORESAID; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 8.79 FEET; THENCE NORTH 84 DEGREES 55 MINUTES 11 SECONDS WEST, 21.12 FEET TO A POINT, SAID POINT BEING 7.39 FEET SOUTH (AS MEASURED PERPENDICULARLY) OF THE NORTH LINE OF LOT 11 AFORESAID; THENCE SOUTH 85 DEGREES 32 MINUTES 21 SECONDS WEST, 21.04 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 0.83 FEET TO A POINT, SAID POINT BEING 8.28 FEET SOUTH (AS MEASURED PERPENDICULARLY) OF THE NORTH LINE OF LOT 10 AFORESAID; THENCE NORTH 84 DEGREES 51 MINUTES 57 SECONDS WEST, 37.58 FEET TO A POINT, SAID POINT BEING 5.13 FEET SOUTH (AS MEASURED PERPENDICULARLY) OF THE NORTH LINE OF LOT 9 AFORESAID; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 14.31 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, ALONG A LINE PARALLEL WITH THE SOUTH LINE OF BLOCK 12 AFORESAID, 10.01 FEET; THENCE SOUTH 05 DEGREES 26 MINUTES 10 SECONDS EAST, 21.41 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 31 SECONDS EAST, 0.76 FEET; THENCE SOUTH 04 DEGREES 51 MINUTES 00 SECONDS WEST, 8.31 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 29 SECONDS WEST, 0.14 FEET; THENCE SOUTH 31 DEGREES 23 MINUTES 26 SECONDS WEST, 2.30 FEET; THENCE SOUTH 29 DEGREES 56 MINUTES 33 SECONDS EAST, 2.32 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 29 SECONDS EAST, 0.13 FEET; THENCE SOUTH 04 DEGREES 23 MINUTES 51 SECONDS EAST, 8.31 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 12 SECONDS WEST, 0.73 FEET; THENCE SOUTH 05 DEGREES 48 MINUTES 07 SECONDS WEST, 21.38 FEET TO A POINT, SAID POINT BEING 17.62 FEET NORTH (AS MEASURED PERPENDICULARLY) OF THE SOUTH LINE OF

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LOT 9 AFORESAID; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 23.41 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 3.67 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, ALONG A LINE DRAWN 13.95 FEET NORTH (AS MEASURED PERPENDICULARLY) OF AND PARALLEL WITH THE SOUTH LINE OF BLOCK 12 AFORESAID, 68.60 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 13.78 FEET TO A POINT, SAID POINT BEING 0.18 FEET NORTH (AS MEASURED PERPENDICULARLY) OF THE SOUTH LINE OF LOT 7 AFORESAID; THENCE NORTH 83 DEGREES 30 MINUTES 09 SECONDS WEST, 12.40 FEET TO A POINT, SAID POINT BEING 1.46 FEET NORTH (AS MEASURED PERPENDICULARLY) OF THE SOUTH LINE OF SAID LOT 7; THENCE SOUTH 79 DEGREES 11 MINUTES 51 SECONDS WEST, 5.36 FEET TO A POINT, SAID POINT BEING 0.42 FEET NORTH (AS MEASURED PERPENDICULARLY) OF THE SOUTH LINE OF SAID LOT 7; THENCE NORTH 79 DEGREES 02 MINUTES 19 SECONDS WEST, 4.60 FEET, SAID POINT BEING 1.25 FEET NORTH (AS MEASURED PERPENDICULARLY) OF THE SOUTH LINE OF SAID LOT 7; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 18.82 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 10.41 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, SAID PARCEL OF LAND HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +2.36 FEET CHICAGO CITY DATUM AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +15.44 FEET CHICAGO CITY DATUM;

ALSO

HOTEL PARCEL 1A (ELEVATOR #10)  
THAT PART OF LOTS 5 TO 12, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE VACATED 18 FOOT EAST AND WEST ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOTS 5 AND 6 IN BLOCK 12 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS ONE TRACT BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 12 AFORESAID; THENCE NORTH 0 DEGREES 00 MINUTES 03 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT, 72.34 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 57 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 40.36 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 10.46 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 10.38 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 10.46 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 10.38 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, SAID PARCEL OF LAND HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION -4.74 FEET CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +2.36 FEET CHICAGO CITY DATUM;

ALSO

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HOTEL PARCEL 18 (ELEVATORS #11, & #12)  
THAT PART OF LOTS 5 TO 12, BOTH INCLUSIVE, TOGETHER WITH  
THAT PART OF THE VACATED 18 FOOT EAST AND WEST ALLEY LYING  
SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOTS 5 AND 6  
IN BLOCK 12 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10,  
TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, ALL TAKEN AS ONE TRACT BOUNDED AND DESCRIBED AS  
FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 12  
AFORSAID, THENCE NORTH 0 DEGREES 00 MINUTES 03 SECONDS  
WEST, 52.59 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 57  
SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE,  
40.23 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND  
HEREIN DESCRIBED, THENCE NORTH 0 DEGREES 22 MINUTES 39  
SECONDS EAST, 9.89 FEET; THENCE SOUTH 89 DEGREES 37  
MINUTES 21 SECONDS EAST, 18.96 FEET; THENCE SOUTH 0  
DEGREES 22 MINUTES 39 SECONDS WEST, 9.88 FEET; THENCE  
NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 18.96 FEET TO  
THE HEREINABOVE DESIGNATED POINT OF BEGINNING, SAID PARCEL  
OF LAND HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF  
ELEVATION -3.94 FEET CHICAGO CITY DATUM, AND HAVING AS AN  
UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +2.36 FEET  
CHICAGO CITY DATUM, ALL IN COOK COUNTY, ILLINOIS.

AREA = 17119.4 SQUARE FEET OR 0.3930 ACRES

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## HOTEL PARCEL 2 (BASEMENT LEVEL)

THAT PART OF LOTS 5 TO 12, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE VACATED 18 FOOT EAST AND WEST ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOTS 5 AND 6 IN BLOCK 12 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS ONE TRACT BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 12 AFORESAID; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT, 14.79 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 20.08 FEET

; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 145.56 FEET TO A POINT, SAID POINT BEING 15.88 FEET EAST (AS MEASURED PERPENDICULARLY) OF THE WEST LINE OF LOT 6 AFORESAID; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE SOUTH LINE OF BLOCK 12 AFORESAID 82.97 FEET TO A POINT 1.49 FEET WEST OF THE EAST LINE OF LOT 5 AFORESAID; THENCE SOUTH 0 DEGREES 19 MINUTES 12 SECONDS WEST, 65.71 FEET TO A POINT WHICH IS 0.22 FEET SOUTH AND 1.86 FEET WEST OF THE NORTHWEST CORNER OF LOT 9; THENCE SOUTH 89 DEGREES 36 MINUTES 54 SECONDS EAST, 130.48 FEET TO A POINT, SAID POINT BEING 0.35 FEET SOUTH (AS MEASURED PERPENDICULARLY) OF THE NORTH LINE OF LOT 11 AFORESAID; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 8.79 FEET; TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 24 DEGREES 55 MINUTES 11 SECONDS WEST, 21.12 FEET TO A POINT, SAID POINT BEING 7.39 FEET SOUTH (AS MEASURED PERPENDICULARLY) OF THE NORTH LINE OF LOT 11 AFORESAID; THENCE SOUTH 83 DEGREES 38 MINUTES 21 SECONDS WEST, 21.04 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 0.83 FEET TO A POINT, SAID POINT BEING 8.28 FEET SOUTH (AS MEASURED PERPENDICULARLY) OF THE NORTH LINE OF LOT 10 AFORESAID; THENCE NORTH 84 DEGREES 51 MINUTES 57 SECONDS WEST, 37.28 FEET TO A POINT, SAID POINT BEING 5.13 FEET SOUTH (AS MEASURED PERPENDICULARLY) OF THE NORTH LINE OF LOT 9 AFORESAID; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 14.31 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, ALONG A LINE PARALLEL WITH THE SOUTH LINE OF BLOCK 12 AFORESAID, 10.01 FEET; THENCE SOUTH 05 DEGREES 26 MINUTES 10 SECONDS EAST, 21.41 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 31 SECONDS EAST, 0.76 FEET; THENCE SOUTH 04 DEGREES 51 MINUTES 00 SECONDS WEST, 8.31 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 29 SECONDS WEST, 0.14 FEET; THENCE SOUTH 31 DEGREES 23 MINUTES 26 SECONDS WEST, 2.30 FEET; THENCE SOUTH 29 DEGREES 56 MINUTES 33 SECONDS EAST, 2.32 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 29 SECONDS EAST, 0.13 FEET; THENCE SOUTH 04 DEGREES 23 MINUTES 51 SECONDS EAST, 8.31 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 12 SECONDS WEST, 0.73 FEET; THENCE SOUTH 05 DEGREES 48 MINUTES 07 SECONDS WEST 21.38 FEET;

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THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, ALONG A LINE DRAWN 17.62 FEET NORTH (AS MEASURED PERPENDICULARLY) OF AND PARALLEL WITH THE SOUTH LINE OF LOT 9 AFORESAID, 9.75 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 1.23 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, ALONG A LINE DRAWN 18.84 FEET NORTH (AS MEASURED PERPENDICULARLY) OF AND PARALLEL WITH THE SOUTH LINE OF BLOCK 12 AFORESAID, 14.11 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 10.31 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 0.22 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 19.70 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "A"); THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 10.05 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "B"); THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 19.60 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "C"); THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 5.44 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 8.83 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 17.95 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 1.17 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 42.00 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 27.63 FEET TO A POINT, SAID POINT BEING 11.88 FEET SOUTH (AS MEASURED PERPENDICULARLY) OF THE NORTH LINE OF LOT 11 AFORESAID; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, ALONG A LINE DRAWN PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.80 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 2.73 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, SAID PARCEL OF LAND HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +2.36 FEET CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +15.44 FEET CHICAGO CITY DATUM;

ALSO

HOTEL PARCEL 2A (ELEVATORS NO. 6 & 7)  
THAT PART OF LOTS 5 TO 12, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE VACATED 18 FOOT EAST AND WEST ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOTS 5 AND 6 IN BLOCK 12 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS ONE TRACT BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGINNING AT THE AFOREMENTIONED POINT "A"; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 10.05 FEET TO AFORESAID POINT "B"; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 19.60 FEET TO AFORESAID POINT "C"; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 10.05 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "D"); THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 19.60 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, SAID PARCEL OF LAND HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF

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ELEVATION -2.61 FEET CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +2.36 FEET CHICAGO CITY DATUM, ALL IN COOK COUNTY, ILLINOIS.

AREA = 4024.0 SQUARE FEET OR 0.0924 ACRES

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HOTEL PARCEL (HUBBARD STREET LEVEL)

THAT PART OF LOTS 5 TO 12, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE VACATED 18 FOOT EAST AND WEST ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOTS 5 AND 6 IN BLOCK 12 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS ONE TRACT BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 12 AFORESAID; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, ALONG THE SOUTH LINE OF SAID BLOCK 12 A DISTANCE OF 1.71 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 2.05 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 0 DEGREES 29 MINUTES 00 SECONDS EAST, 17.75 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 1.78 FEET TO A POINT, SAID POINT BEING 0.09 FEET EAST (AS MEASURED PERPENDICULARLY) OF THE WEST LINE OF LOT 7 AFORESAID; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 109.38 FEET TO A POINT, SAID POINT BEING 0.81 FEET EAST (AS MEASURED PERPENDICULARLY) OF THE WEST LINE OF SAID LOT 7; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 30.13 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "A1"); THENCE CONTINUING SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 28.72 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 10.72 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 13.42 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 5.64 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 4.98 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 5.31 FEET; THENCE SOUTH 45 DEGREES 22 MINUTES 39 SECONDS WEST, 2.15 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 3.52 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 3.60 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 0.51 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 7.76 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 17.53 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 8.88 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 7.61 FEET TO A POINT, SAID POINT BEING 1.82 FEET WEST (AS MEASURED PERPENDICULARLY) OF THE EAST LINE OF LOT 5 AFORESAID; THENCE SOUTH 0 DEGREES 19 MINUTES 12 SECONDS WEST, 7.26 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 54 SECONDS EAST, 37.82 FEET TO A POINT, SAID POINT BEING 0.26 FEET SOUTH (AS MEASURED PERPENDICULARLY) OF THE NORTH LINE OF LOT 10 AFORESAID; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 11.00 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 16.19 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 4.84 FEET; THENCE SOUTH 84 DEGREES 51 MINUTES 57 SECONDS EAST, 6.47 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 1.05 FEET; THENCE SOUTH 84 DEGREES 51 MINUTES 57 SECONDS EAST, 28.09 FEET TO A POINT, SAID POINT BEING 8.28 FEET SOUTH

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(AS MEASURED PERPENDICULARLY) OF THE NORTH LINE OF LOT 10 AFORESAID; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 0.83 FEET; THENCE NORTH 85 DEGREES 38 MINUTES 21 SECONDS EAST, 9.38 FEET TO A POINT, SAID POINT BEING 8.34 FEET SOUTH (AS MEASURED PERPENDICULARLY) OF THE NORTH LINE OF SAID LOT 10; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 22.89 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 0.30 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 9.65 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, ALONG A LINE DRAWN 59.36 FEET NORTH (AS MEASURED PERPENDICULARLY) OF THE SOUTH LINE OF BLOCK 12 AFORESAID, 24.23 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 11.00 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 9.46 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 0.55 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 7.97 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 2.00 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 1.56 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 10.89 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 2.57 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 11.52 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 4.33 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 0.82 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 4.69 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 0.47 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 3.47 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 19.08 FEET TO A POINT, SAID POINT BEING 0.07 FEET NORTH (AS MEASURED PERPENDICULARLY) OF THE SOUTH LINE OF BLOCK 12 AFORESAID; THENCE NORTH 89 DEGREES 33 MINUTES 34 SECONDS WEST, 95.28 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 6.57 FEET; THENCE SOUTH 83 DEGREES 24 MINUTES 34 SECONDS EAST, 0.84 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 4.79 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, ALONG A LINE DRAWN 11.44 FEET NORTH (AS MEASURED PERPENDICULARLY) OF THE SOUTH LINE OF BLOCK 12 AFORESAID, 22.73 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.16 FEET TO A POINT, SAID POINT BEING 1.28 FEET NORTH (AS MEASURED PERPENDICULARLY) OF THE SOUTH LINE OF BLOCK 12 AFORESAID; THENCE NORTH 79 DEGREES 02 MINUTES 19 SECONDS WEST, 0.60 FEET; THENCE SOUTH 84 DEGREES 06 MINUTES 34 SECONDS WEST, 12.18 FEET TO A POINT, SAID POINT BEING 0.06 FEET NORTH (AS MEASURED PERPENDICULARLY) OF THE SOUTH LINE OF SAID BLOCK 12; THENCE NORTH 0 DEGREES 46 MINUTES 24 SECONDS EAST, 3.17 FEET; THENCE SOUTH 84 DEGREES 06 MINUTES 05 SECONDS WEST, 10.80 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, SAID PARCEL OF LAND HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +15.44 FEET CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +29.40 FEET CHICAGO CITY DATUM;

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EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARTS OF SAID PARCEL WHERE THE UPPER LIMITS ARE DEFINED BY A SERIES OF INCLINED PLANES WHOSE ELEVATIONS ARE SHOWN ON THE TABLE FOLLOWING THE HORIZONTAL LOCATION OF SAID PLANES:

## PART I

BEGINNING AT THE AFOREMENTIONED POINT "A1"; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 28.72 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "B1"); THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 5.35 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "C1"); THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 13.87 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "D1"); THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 2.87 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "E1"); THENCE SOUTH 63 DEGREES 49 MINUTES 06 SECONDS WEST, 2.29 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "F1"); THENCE SOUTH 57 DEGREES 12 MINUTES 19 SECONDS WEST, 15.53 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "G1"); THENCE NORTH 89 DEGREES 36 MINUTES 54 SECONDS WEST, 10.00 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "H1"); THENCE CONTINUING NORTH 89 DEGREES 36 MINUTES 54 SECONDS WEST, 5.00 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "I1"); THENCE CONTINUING NORTH 89 DEGREES 36 MINUTES 54 SECONDS WEST, 6.60 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "J1"); THENCE CONTINUING NORTH 89 DEGREES 36 MINUTES 54 SECONDS WEST, 5.94 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "K1"); THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 17.74 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING (POINT "A1").

## ELEVATION TABLE PART I

THE AFOREMENTIONED SERIES OF INCLINED PLANES SHALL BE THOSE FORMED BY IRREGULAR TRIANGULAR OR QUADRANGULAR SURFACES, (HAVING TWO COMMON VERTICES), LYING ADJACENTLY TO EACH OTHER AND HAVING AS VERTICES THE POINTS WHOSE ELEVATIONS ARE SHOWN IN TABLE BELOW:

POINT	ELEVATION	
	CHICAGO CITY DATUM	
"A1"	+29.40	
"B1"	+29.40	
"C1"	+29.40	
"D1"	+29.40	
"E1"	+25.53	
"F1"	+25.84	
"G1"	+27.46	
"H1"	+28.60	
"I1"	+28.93	
"J1"	+29.28	
"K1"	+29.40	

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## PART II

BEGINNING AT THE AFOREMENTIONED POINT "K1"; THENCE SOUTH 89 DEGREES 36 MINUTES 54 SECONDS EAST, 5.94 FEET TO AFORESAID POINT "J1"; THENCE CONTINUING SOUTH 89 DEGREES 36 MINUTES 54 SECONDS EAST, 6.60 FEET TO AFORESAID POINT "I1"; THENCE CONTINUING SOUTH 89 DEGREES 36 MINUTES 54 SECONDS EAST, 5.00 FEET TO AFORESAID POINT "H1"; THENCE CONTINUING SOUTH 89 DEGREES 36 MINUTES 54 SECONDS EAST, 10.00 FEET TO AFORESAID POINT "G1"; THENCE NORTH 57 DEGREES 12 MINUTES 15 SECONDS EAST, 15.53 FEET TO AFORESAID POINT "F1"; THENCE NORTH 63 DEGREES 49 MINUTES 06 SECONDS EAST, 2.29 FEET TO AFORESAID POINT "E1"; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 4.89 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "A2"); THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 17.53 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "B2"); THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 8.88 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "C2"); THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 7.61 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "D2") SAID POINT BEING 1.82 FEET WEST (AS MEASURED PERPENDICULARLY) OF THE EAST LINE OF LOT 5 AFORESAID; THENCE SOUTH 0 DEGREES 19 MINUTES 12 SECONDS WEST, 7.26 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "E2"); THENCE NORTH 86 DEGREES 27 MINUTES 30 SECONDS WEST, 27.24 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "F2"); THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 3.00 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "G2"); THENCE NORTH 89 DEGREES 36 MINUTES 54 SECONDS WEST, 8.00 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "H2"); THENCE CONTINUING NORTH 89 DEGREES 36 MINUTES 54 SECONDS WEST, 15.00 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "I2"); THENCE CONTINUING NORTH 89 DEGREES 36 MINUTES 54 SECONDS WEST, 5.00 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "J2"); THENCE CONTINUING NORTH 89 DEGREES 36 MINUTES 54 SECONDS WEST, 2.75 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "K2"); THENCE CONTINUING NORTH 89 DEGREES 36 MINUTES 54 SECONDS WEST, 9.79 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "L2"); THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 13.00 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING (POINT "K1");

## ELEVATION TABLE PART II

THE AFOREMENTIONED SERIES OF INCLINED PLANES SHALL BE THOSE FORMED BY IRREGULAR TRIANGULAR OR QUADRANGULAR SURFACES, (HAVING TWO COMMON VERTICES), LYING ADJACENTLY TO EACH OTHER AND HAVING AS VERTICES THE POINTS WHOSE ELEVATIONS ARE SHOWN IN TABLE BELOW:

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POINT	ELEVATION CHICAGO CITY DATUM
"A2"	+25.55
"B2"	+25.65
"C2"	+25.80
"D2"	+26.07
"E2"	+27.41
"F2"	+26.04
"G2"	+27.42
"H2"	+27.63
"I2"	+28.61
"J2"	+28.92
"K2"	+29.20
"L2"	+29.40

## PART III

BEGINNING AT THE AFOREMENTIONED POINT "L2"; THENCE SOUTH 89 DEGREES 36 MINUTES 54 SECONDS EAST, 9.79 FEET TO AFORESAID POINT "K2"; THENCE CONTINUING SOUTH 89 DEGREES 36 MINUTES 54 SECONDS EAST, 2.75 FEET TO AFORESAID POINT "J2"; THENCE CONTINUING SOUTH 89 DEGREES 36 MINUTES 54 SECONDS EAST, 5.00 FEET TO AFORESAID POINT "I2"; THENCE CONTINUING SOUTH 89 DEGREES 36 MINUTES 54 SECONDS EAST, 15.00 FEET TO AFORESAID POINT "H2"; THENCE CONTINUING SOUTH 89 DEGREES 36 MINUTES 54 SECONDS EAST, 8.00 FEET TO AFORESAID POINT "G2"; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 3.00 FEET TO AFORESAID POINT "F2"; THENCE SOUTH 86 DEGREES 27 MINUTES 30 SECONDS EAST, 27.24 FEET TO AFORESAID POINT "E2"; THENCE SOUTH 89 DEGREES 36 MINUTES 54 SECONDS EAST, 17.80 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "A3"); THENCE CONTINUING SOUTH 89 DEGREES 36 MINUTES 54 SECONDS EAST, 8.00 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "B3"); THENCE CONTINUING SOUTH 89 DEGREES 36 MINUTES 54 SECONDS EAST, 12.02 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "A"), SAID POINT BEING 0.26 FEET SOUTH (AS MEASURED PERPENDICULARLY) OF THE NORTH LINE OF LOT 9 AFORESAID; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 11.00 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "F"); THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 16.19 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "E"); THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 4.84 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "D"); THENCE SOUTH 84 DEGREES 51 MINUTES 57 SECONDS EAST, 6.47 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "C"); THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 1.05 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "C3"), SAID POINT BEING 5.93 FEET SOUTH (AS MEASURED PERPENDICULARLY) OF THE NORTH LINE OF LOT 10 AFORESAID; THENCE SOUTH 84 DEGREES 51 MINUTES 57 SECONDS EAST, 4.68 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "D3"); THENCE CONTINUING SOUTH 84 DEGREES 51 MINUTES 57 SECONDS EAST, 7.97 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "E3"); THENCE CONTINUING SOUTH 84 DEGREES 51 MINUTES 57 SECONDS EAST, 15.44 FEET TO

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A POINT (HEREINAFTER REFERRED TO AS POINT "F3"), SAID POINT BEING 8.28 FEET SOUTH (AS MEASURED PERPENDICULARLY) OF THE NORTH LINE OF LOT 10 AFORESAID; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 0.83 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "G3"); THENCE NORTH 85 DEGREES 38 MINUTES 21 SECONDS EAST, 9.38 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "H3"), SAID POINT BEING 8.34 FEET SOUTH (AS MEASURED PERPENDICULARLY) OF THE NORTH LINE OF LOT 10 AFORESAID; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 13.72 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "I3"); THENCE SOUTH 86 DEGREES 15 MINUTES 30 SECONDS WEST, 10.03 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "J3"); THENCE NORTH 87 DEGREES 28 MINUTES 46 SECONDS WEST, 15.01 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "K3"); THENCE NORTH 75 DEGREES 56 MINUTES 30 SECONDS WEST, 8.23 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "L3"); THENCE NORTH 83 DEGREES 09 MINUTES 17 SECONDS WEST, 12.58 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "M3"); THENCE NORTH 86 DEGREES 15 MINUTES 23 SECONDS WEST, 26.55 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "N3"); THENCE NORTH 89 DEGREES 36 MINUTES 54 SECONDS WEST, 8.00 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "O3"); THENCE CONTINUING NORTH 89 DEGREES 36 MINUTES 54 SECONDS WEST, 45.00 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "P3"); THENCE NORTH 89 DEGREES 18 MINUTES 33 SECONDS WEST, 20.37 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "Q3"); THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 7.63 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "R3"); THENCE CONTINUING NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 2.75 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "S3"); THENCE CONTINUING NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 9.79 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "T3"); THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 15.38 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING (POINT "L2");

## ELEVATION TABLE PART III

THE AFOREMENTIONED SERIES OF INCLINED PLANES SHALL BE THOSE FORMED BY IRREGULAR TRIANGULAR OR QUADRANGULAR SURFACES, (HAVING TWO COMMON VERTICES), LYING ADJACENTLY TO EACH OTHER AND HAVING AS VERTICES THE POINTS WHOSE ELEVATIONS ARE SHOWN IN TABLE BELOW:

POINT	ELEVATION CHICAGO CITY DATUM
"A"	+29.11
"C"	+31.19
"D"	+30.64
"E"	+30.64
"F"	+29.11
"A3"	+27.41
"B3"	+27.84

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POINT	ELEVATION CHICAGO CITY DATUM
"C3"	+31.19
"D3"	+30.71
"E3"	+32.09
"F3"	+32.10
"G3"	+32.10
"H3"	+32.10
"I3"	+32.07
"J3"	+32.07
"K3"	+32.05
"L3"	+31.73
"M3"	+30.60
"N3"	+28.18
"O3"	+27.74
"P3"	+27.80
"Q3"	+28.61
"R3"	+29.03
"S3"	+29.27
"T3"	+29.40

## PART IV

BEGINNING AT THE AFORESAID POINT "T3"; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 9.79 FEET TO AFORESAID POINT "S3"; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 10.46 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "N4"); THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 10.38 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "M4"); THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 10.46 FEET TO AFORESAID POINT "O3"; THENCE SOUTH 89 DEGREES 18 MINUTES 33 SECONDS EAST, 20.37 FEET TO AFORESAID POINT "P3"; THENCE SOUTH 89 DEGREES 34 MINUTES 54 SECONDS EAST, 45.00 FEET TO AFORESAID POINT "Q3"; THENCE CONTINUING SOUTH 89 DEGREES 36 MINUTES 54 SECONDS EAST, 8.00 FEET TO AFORESAID POINT "N3"; THENCE SOUTH 86 DEGREES 15 MINUTES 23 SECONDS EAST, 26.55 FEET TO AFORESAID POINT "M3"; THENCE SOUTH 83 DEGREES 09 MINUTES 07 SECONDS EAST, 12.58 FEET TO AFORESAID POINT "L3"; THENCE SOUTH 75 DEGREES 56 MINUTES 30 SECONDS EAST, 8.23 FEET TO AFORESAID POINT "K3"; THENCE SOUTH 87 DEGREES 28 MINUTES 46 SECONDS EAST, 15.01 FEET TO AFORESAID POINT "J3"; THENCE NORTH 86 DEGREES 13 MINUTES 30 SECONDS EAST, 10.03 FEET TO AFORESAID POINT "I3"; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 9.17 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "A4"); THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 0.30 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "B4"); THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 9.65 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "C4"); THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, ALONG A LINE DRAWN 59.36 FEET NORTH (AS MEASURED PERPENDICULARLY) OF THE SOUTH LINE OF LOT 10 AFORESAID, 24.23 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "O4"); THENCE NORTH 71

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DEGREES 04 MINUTES 32 SECONDS WEST, 12.66 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "E4"); THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 18.50 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "F4"); THENCE CONTINUING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 24.97 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "G4"); THENCE CONTINUING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 17.00 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "H4"); THENCE CONTINUING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 25.00 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "I4"); THENCE CONTINUING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 14.79 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "J4"); THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 18.96 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "K4"); THENCE CONTINUING NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 9.79 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "L4"); THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 20.34 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING (POINT "T3");

## ELEVATION TABLE PART IV

THE AFOREMENTIONED SERIES OF INCLINED PLANES SHALL BE THOSE FORMED BY IRREGULAR TRIANGULAR OR QUADRANGULAR SURFACES, (HAVING TWO COMMON VERTICES), LYING ADJACENTLY TO EACH OTHER AND HAVING AS VERTICES THE POINTS WHOSE ELEVATIONS ARE SHOWN IN TABLE BELOW:

POINT	ELEVATION CHICAGO CITY DATUM
"A4"	+29.40
"B4"	+29.40
"C4"	+29.40
"D4"	+29.40
"E4"	+29.45
"F4"	+29.45
"G4"	+28.39
"H4"	+28.45
"I4"	+28.49
"J4"	+28.46
"K4"	+29.00
"L4"	+29.40
"M4"	+28.61
"N4"	+29.27

## PART V

BEGINNING AT THE AFOREMENTIONED POINT "L4"; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 9.79 FEET TO AFORESAID POINT "K4"; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 9.88 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "Q5"); THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 4.93 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "P5"); THENCE SOUTH 0 DEGREES 22 MINUTES 39

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SECONDS WEST, 6.19 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "O5"); THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 14.03 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "N5"); THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 16.07 FEET TO AFORESAID POINT "J4"; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 14.79 FEET TO AFORESAID POINT "I4"; THENCE CONTINUING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 25.00 FEET TO AFORESAID POINT "H4"; THENCE CONTINUING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 17.00 FEET TO AFORESAID POINT "G4"; THENCE CONTINUING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 24.97 FEET TO AFORESAID POINT "F4"; THENCE CONTINUING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 18.50 FEET TO AFORESAID POINT "E4"; THENCE SOUTH 71 DEGREES 04 MINUTES 32 SECONDS EAST, 12.66 FEET TO AFORESAID POINT "D4"; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 11.00 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "A5"); THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 9.46 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "B5"); THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 0.55 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "C5"); THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 7.97 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "D5"); THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 2.00 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "E5"); THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 1.56 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "F5"); THENCE SOUTH 76 DEGREES 36 MINUTES 41 SECONDS WEST, 11.10 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "G5"); THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 25.70 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "H5"); THENCE CONTINUING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 17.00 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "I5"); THENCE CONTINUING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 25.00 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "J5"); THENCE CONTINUING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 14.77 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "K5"); THENCE SOUTH 83 DEGREES 57 MINUTES 55 SECONDS WEST, 19.02 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "L5"); THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 9.86 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "M5"); THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 21.12 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING (POINT "L4");

## ELEVATION TABLE PART V

THE AFOREMENTIONED SERIES OF INCLINED PLANES SHALL BE THOSE FORMED BY IRREGULAR TRIANGULAR OR QUADRANGULAR SURFACES, (HAVING TWO COMMON VERTICES), LYING ADJACENTLY TO EACH OTHER AND HAVING AS VERTICES THE POINTS WHOSE ELEVATIONS ARE SHOWN IN TABLE BELOW:

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POINT	ELEVATION CHICAGO CITY DATUM
"A5"	+29.40
"B5"	+29.40
"C5"	+29.40
"D5"	+29.40
"E5"	+29.40
"F5"	+29.40
"G5"	+29.40
"H5"	+29.00
"I5"	+29.00
"J5"	+29.00
"K5"	+29.16
"L5"	+29.26
"M5"	+29.40
"N5"	+29.00
"O5"	+29.00
"P5"	+29.00
"Q5"	+29.00

## PART VI

BEGINNING AT THE AFOREMENTIONED POINT "M5"; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 9.86 FEET TO AFORESAID POINT "L5"; THENCE NORTH 83 DEGREES 57 MINUTES 55 SECONDS EAST, 19.02 FEET TO AFORESAID POINT "K5"; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 14.77 FEET TO AFORESAID POINT "J5"; THENCE CONTINUING NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 25.00 FEET TO AFORESAID POINT "I5"; THENCE CONTINUING NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 17.00 FEET TO AFORESAID POINT "H5"; THENCE CONTINUING NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 25.70 FEET TO AFORESAID POINT "G5"; THENCE NORTH 76 DEGREES 36 MINUTES 41 SECONDS EAST, 11.10 FEET TO AFORESAID POINT "F5"; THENCE SOUTH 00 DEGREES 22 MINUTES 39 SECONDS WEST, 10.89 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "A6"); THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 2.67 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "B6"); THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 16.52 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "C6"); THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 4.33 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "D6"); THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 0.82 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "E6"); THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 4.69 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "F6"); THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 0.47 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "G6"); THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 3.47 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "H6"); THENCE NORTH 81 DEGREES 11 MINUTES 54 SECONDS WEST, 26.95 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "I6"); THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 17.00 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "J6"); THENCE CONTINUING

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SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 25.00 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "K6"); THENCE CONTINUING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 14.37 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "L6"); THENCE CONTINUING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 29.18 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "M6"); THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 19.07 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING (POINT "M5");

## ELEVATION TABLE PART VI

THE AFOREMENTIONED SERIES OF INCLINED PLANES SHALL BE THOSE FORMED BY IRREGULAR TRIANGULAR OR QUADRANGULAR SURFACES, (HAVING TWO COMMON VERTICES), LYING ADJACENTLY TO EACH OTHER AND HAVING AS VERTICES THE POINTS WHOSE ELEVATIONS ARE SHOWN IN TABLE BELOW:

POINT	ELEVATION CHICAGO CITY DATUM
"A6"	+29.40
"B6"	+29.40
"C6"	+29.40
"D6"	+29.40
"E6"	+29.40
"F6"	+29.40
"G6"	+29.40
"H6"	+29.40
"I6"	+29.30
"J6"	+29.30
"K6"	+29.30
"L6"	+29.30
"M6"	+29.40

## PART VII

BEGINNING AT THE AFOREMENTIONED POINT "M6"; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 29.18 FEET TO AFORESAID POINT "L6"; THENCE CONTINUING NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 14.37 FEET TO AFORESAID POINT "K6"; THENCE CONTINUING NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 25.00 FEET TO AFORESAID POINT "J6"; THENCE CONTINUING NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 17.00 FEET TO AFORESAID POINT "I6"; THENCE SOUTH 81 DEGREES 11 MINUTES 54 SECONDS EAST, 26.95 FEET TO AFORESAID POINT "H6"; THENCE SOUTH 00 DEGREES 22 MINUTES 39 SECONDS WEST, 19.08 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "A7"), SAID POINT BEING 0.07 FEET NORTH (AS MEASURED PERPENDICULARLY) OF THE SOUTH LINE OF LOT 9 AFORESAID; THENCE NORTH 89 DEGREES 33 MINUTES 34 SECONDS WEST, 95.28 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "B7"), SAID POINT BEING 0.17 FEET NORTH (AS MEASURED PERPENDICULARLY) OF THE SOUTH LINE OF LOT 7 AFORESAID; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 6.37 FEET TO A POINT (HEREINAFTER REFERRED TO AS

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POINT "C7"); THENCE SOUTH 83 DEGREES 24 MINUTES 34 SECONDS EAST, 0.84 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "D7"); THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 4.79 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "E7"); THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, ALONG A LINE DRAWN 11.44 FEET NORTH (AS MEASURED PERPENDICULARLY) OF THE SOUTH LINE OF LOT 7 AFORESAID, 17.76 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "F7"); THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 11.09 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING (POINT "M6");

## ELEVATION TABLE PART VII

THE AFOREMENTIONED SERIES OF INCLINED PLANES SHALL BE THOSE FORMED BY IRREGULAR TRIANGULAR OR QUADRANGULAR SURFACES, (HAVING TWO COMMON VERTICES), LYING ADJACENTLY TO EACH OTHER AND HAVING AS VERTICES THE POINTS WHOSE ELEVATIONS ARE SHOWN IN TABLE BELOW:

POINT	ELEVATION	
	CHICAGO	CITY DATUM
"A7"	+29.40	
"B7"	+29.40	
"C7"	+29.40	
"D7"	+29.40	
"E7"	+29.40	
"F7"	+29.40	

ALL IN COOK COUNTY, ILLINOIS.

AREA = 18844.0 SQUARE FEET OR 0.4326 ACRES

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## HUBBARD STREET LEVEL

### EASEMENT NO. 2 (STAIR #4)

THAT PART OF LOTS 5 TO 12, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE VACATED 18 FOOT EAST AND WEST ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOTS 5 AND 6 IN BLOCK 12 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS ONE TRACT BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 12 AFORESAID; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, ALONG THE SOUTH LINE OF SAID BLOCK 12 A DISTANCE OF 25.12 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.28 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 10.16 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, ALONG A LINE DRAWN 11.44 FEET NORTH (AS MEASURED PERPENDICULARLY) OF THE SOUTH LINE OF BLOCK 12 AFORESAID, 22.73 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.79 FEET; THENCE NORTH 83 DEGREES 24 MINUTES 34 SECONDS WEST, 0.84 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 6.57 FEET TO A POINT, SAID POINT BEING 0.17 FEET NORTH (AS MEASURED PERPENDICULARLY) OF THE SOUTH LINE OF BLOCK 12 AFORESAID; THENCE NORTH 83 DEGREES 30 MINUTES 09 SECONDS WEST, 12.10 FEET TO A POINT, SAID POINT BEING 1.46 FEET NORTH (AS MEASURED PERPENDICULARLY) OF THE SOUTH LINE OF SAID BLOCK 12; THENCE SOUTH 79 DEGREES 11 MINUTES 51 SECONDS WEST, 5.36 FEET TO A POINT, SAID POINT BEING 0.42 FEET NORTH (AS MEASURED PERPENDICULARLY) OF THE SOUTH LINE OF SAID BLOCK 12; THENCE NORTH 79 DEGREES 02 MINUTES 19 SECONDS WEST, 4.68 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, SAID PARCEL OF LAND HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +15.44 FEET CHICAGO CITY DATUM, AND HAVING AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +29.40 FEET CHICAGO CITY DATUM, ALL IN COOK COUNTY, ILLINOIS.

AREA = 235.8 SQUARE FEET OR 0.0054 ACRES

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HUBBARD STREET LEVEL

EASEMENT NO. 3 (STAIR #10)

THAT PART OF LOTS 5 TO 12, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE VACATED 18 FOOT EAST AND WEST ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOTS 5 AND 6 IN BLOCK 12 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS ONE TRACT BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 9 IN BLOCK 12 AFORESAID; THENCE SOUTH 89 DEGREES 40 MINUTES 19 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 35.96 FEET; THENCE SOUTH 0 DEGREES 19 MINUTES 41 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.26 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, SAID POINT IS HEREINAFTER REFERRED TO AS POINT "A"; THENCE SOUTH 69 DEGREES 36 MINUTES 54 SECONDS EAST, 22.64 FEET TO A POINT, (HEREINAFTER REFERRED TO AS POINT "B") SAID POINT BEING 0.28 FEET SOUTH (AS MEASURED PERPENDICULARLY) OF THE NORTH LINE OF LOT 10 AFORESAID; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 6.69 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "C"); THENCE NORTH 84 DEGREES 51 MINUTES 57 SECONDS WEST, 6.47 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "D"); THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 4.84 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "E"); THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 16.19 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "F"); THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 11.00 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, SAID PARCEL OF LAND HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +15.44 FEET CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT AN INCLINED PLANE WHOSE ELEVATIONS ARE SHOWN ON THE FOLLOWING TABLE, ALL IN COOK COUNTY, ILLINOIS.

ELEVATION TABLE EASEMENT NO.3

THE AFORESAID INCLINED PLANE SHALL BE THAT WHICH CONTAINS THE POINTS AT THE ELEVATIONS SHOWN BELOW:

POINT	ELEVATION CHICAGO CITY DATUM
"A"	+29.11
"B"	+31.19
"C"	+31.19
"D"	+30.64
"E"	+30.64
"F"	+29.11

AREA = 219.5 SQUARE FEET OR 0.0050 ACRES

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LEVEL 1  
WABASH AVENUE LEVEL

EASEMENT NO. 2 (ELEVATOR #10)  
THAT PART OF LOTS 5 TO 12, BOTH INCLUSIVE, TOGETHER WITH  
THAT PART OF THE VACATED 18 FOOT EAST AND WEST ALLEY LYING  
SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOTS 5 AND 6  
IN BLOCK 12 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10,  
TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, ALL TAKEN AS ONE TRACT BOUNDED AND DESCRIBED AS  
FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 12  
AFORESAID; THENCE NORTH 0 DEGREES 00 MINUTES 03 SECONDS  
WEST, ALONG THE WEST LINE OF SAID LOT, 72.34 FEET; THENCE  
NORTH 89 DEGREES 59 MINUTES 57 SECONDS EAST, PERPENDICULAR  
TO THE LAST DESCRIBED LINE, 40.36 FEET TO THE POINT OF  
BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE  
NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 10.46 FEET;  
THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 10.38  
FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST,  
10.46 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS  
WEST, 10.38 FEET TO THE HEREINABOVE DESIGNATED POINT OF  
BEGINNING, SAID PARCEL OF LAND HAVING AS A LOWER LIMIT A  
HORIZONTAL PLANE OF ELEVATION +29.72 FEET CHICAGO CITY  
DATUM, AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF  
ELEVATION +38.33 FEET CHICAGO CITY DATUM, ALL IN COOK  
COUNTY, ILLINOIS.

AREA = 108.6 SQUARE FEET OR 0.0025 ACRES

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PAGE 2

9/22/92

## MEZZANINE LEVEL

EASEMENT NO. 2 (ELEVATOR #10)

THAT PART OF LOTS 5 TO 12, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE VACATED 18 FOOT EAST AND WEST ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOTS 5 AND 6 IN BLOCK 12 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS ONE TRACT BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 12 AFORESAID; THENCE NORTH 0 DEGREES 00 MINUTES 03 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT, 73.04 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 57 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 40.33 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 10.58 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 10.37 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 10.58 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 10.37 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, SAID PARCEL OF LAND HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +39.33 FEET CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +46.89 FEET CHICAGO CITY DATUM, ALL IN COOK COUNTY, ILLINOIS.

AREA = 109.7 SQUARE FEET OR 0.0025 ACRES

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## LEVELS 2, 3 & 4

### EASEMENT NO. 2 (ELEVATOR #10)

THAT PART OF LOTS 5 TO 12, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE VACATED 18 FOOT EAST AND WEST ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOTS 5 AND 6 IN BLOCK 12 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS ONE TRACT BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 12 AFORESAID; THENCE NORTH 0 DEGREES 00 MINUTES 03 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT, 72.47 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 57 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 40.39 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 10.61 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 10.37 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 10.61 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 10.37 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, SAID PARCEL OF LAND HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +46.89 FEET CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +72.62 FEET CHICAGO CITY DATUM, ALL IN COOK COUNTY, ILLINOIS.

AREA = 110.0 SQUARE FEET OR 0.0025 ACRES

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PAGE 4

9/22/92

## LEVEL 5

### EASEMENT NO. 2 (ELEVATOR #10)

THAT PART OF LOTS 5 TO 12, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE VACATED 18 FOOT EAST AND WEST ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOTS 5 AND 6 IN BLOCK 12 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS ONE TRACT BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 12 AFORESAID, THENCE NORTH 0 DEGREES 00 MINUTES 03 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT, 73.25 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 57 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 40.34 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 10.33 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 10.37 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 10.33 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 10.37 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, SAID PARCEL OF LAND HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +72.62 FEET CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +83.73 FEET CHICAGO CITY DATUM, ALL IN COOK COUNTY, ILLINOIS.

AREA = 107.1 SQUARE FEET OR 0.0025 ACRES

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9/22/92

REVISED 1/5/93

## LEVEL 1 WABASH AVENUE LEVEL

EASEMENT NO. 3 (ELEVATORS #11, #12 & MECHANICAL SHAFT) THAT PART OF LOTS 5 TO 12, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE VACATED 18 FOOT EAST AND WEST ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOTS 5 AND 6 IN BLOCK 12 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS ONE TRACT BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 12 AFORESAID; THENCE NORTH 0 DEGREES 00 MINUTES 03 SECONDS WEST, 46.35 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 57 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 45.12 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 6.19 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 4.93 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 9.88 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 18.96 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 16.07 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 14.03 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, SAID PARCEL OF LAND HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +29.72 FEET CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +38.33 FEET CHICAGO CITY DATUM, ALL IN COOK COUNTY, ILLINOIS.

AREA = 274.2 SQUARE FEET OR 0.0063 ACRES

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PAGE 2

9/22/92

REVISED 1/5/93

## MEZZANINE LEVEL

EASEMENT NO. 3 (ELEVATORS #11, #12 & MECHANICAL SHAFT) THAT PART OF LOTS 5 TO 12, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE VACATED 18 FOOT EAST AND WEST ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOTS 5 AND 6 IN BLOCK 12 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS ONE TRACT BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 12 AFORESAID; THENCE NORTH 0 DEGREES 00 MINUTES 03 SECONDS WEST, 46.05 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 57 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 45.08 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 5.60 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 4.92 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 9.83 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 19.00 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 15.43 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 14.08 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, SAID PARCEL OF LAND HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +38.33 FEET CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +46.89 FEET CHICAGO CITY DATUM, ALL IN COOK COUNTY, ILLINOIS.

AREA = 265.6 SQUARE FEET OR 0.0061 ACRES

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PAGE 3

9/22/92

REVISED 1/5/93

## LEVELS 2, 3 & 4

EASEMENT NO. 3 (ELEVATORS #11, #12 & MECHANICAL SHAFT) THAT PART OF LOTS 5 TO 12, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE VACATED 18 FOOT EAST AND WEST ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOTS 5 AND 6 IN BLOCK 12 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS ONE TRACT BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 12 AFORESAID; THENCE NORTH 0 DEGREES 00 MINUTES 03 SECONDS WEST, 46.48 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 57 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 45.12 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 5.60 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 4.90 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 9.80 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 19.00 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 37 SECONDS WEST, 15.40 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 14.10 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, SAID PARCEL OF LAND HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +46.89 FEET CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +72.62 FEET CHICAGO CITY DATUM, ALL IN COOK COUNTY, ILLINOIS.

AREA = 265.2 SQUARE FEET OR 0.0061 ACRES

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9/22/92

## LEVEL 5

EASEMENT NO. 3 (ELEVATORS #11, #12 & MECHANICAL SHAFT) THAT PART OF LOTS 5 TO 12, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE VACATED 16 FOOT EAST AND WEST ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOTS 5 AND 6 IN BLOCK 12 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS ONE TRACT BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 12 AFORESAID; THENCE NORTH 0 DEGREES 00 MINUTES 03 SECONDS WEST, 46.87 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 57 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 45.07 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 5.00 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 4.90 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 9.46 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, 19.00 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 15.06 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 14.10 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, SAID PARCEL OF LAND HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +72.62 FEET CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +83.73 FEET CHICAGO CITY DATUM, ALL IN COOK COUNTY, ILLINOIS.

AREA = 298.7 SQUARE FEET OR 0.0059 ACRES

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PAGE 1

9/14/92

## LEVEL 1 WABASH AVENUE LEVEL

EASEMENT NO. 6 (ELEVATORS #6 AND #7)  
THAT PART OF LOTS 5 TO 12, BOTH INCLUSIVE, TOGETHER WITH  
THAT PART OF THE VACATED 18 FOOT EAST AND WEST ALLEY LYING  
SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOTS 5 AND 6  
IN BLOCK 12 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10,  
TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, ALL TAKEN AS ONE TRACT BOUNDED AND DESCRIBED AS  
FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 12  
AFORESAID, THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS  
EAST, ALONG THE SOUTH LINE OF SAID BLOCK 12, A DISTANCE OF  
171.81 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS  
EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 48.16 FEET  
TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN  
DESCRIBED; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS  
WEST, 9.63 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 39  
SECONDS EAST, 0.50 FEET; THENCE NORTH 89 DEGREES 37  
MINUTES 21 SECONDS WEST, 4.39 FEET; THENCE NORTH 0 DEGREES  
22 MINUTES 39 SECONDS EAST, 10.22 FEET; THENCE SOUTH 89  
DEGREES 37 MINUTES 21 SECONDS EAST, 4.42 FEET; THENCE  
NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 9.78 FEET;  
THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, ALONG  
A LINE DRAWN 68.86 FEET NORTH (AS MEASURED  
PERPENDICULARLY) OF AND PARALLEL WITH THE SOUTH LINE OF  
BLOCK 12 AFORESAID, 9.87 FEET; THENCE SOUTH 0 DEGREES 22  
MINUTES 39 SECONDS WEST, 20.50 FEET TO THE HEREINABOVE  
DESIGNATED POINT OF BEGINNING, SAID PARCEL OF LAND HAVING  
AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +29.72  
FEET CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT A  
HORIZONTAL PLANE OF ELEVATION +38.33 FEET CHICAGO CITY  
DATUM, ALL IN COOK COUNTY, ILLINOIS.

AREA = 247.5 SQUARE FEET OR 0.0057 ACRES

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PAGE 1

9/15/92

REVISED 12/15/92

## MEZZANINE LEVEL

EASEMENT NO. 5 (ELEVATORS #6 AND #7)

THAT PART OF LOTS 5 TO 12, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE VACATED 18 FOOT EAST AND WEST ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOTS 5 AND 6 IN BLOCK 12 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS ONE TRACT BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 12 AFORESAID, THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, ALONG THE SOUTH LINE OF SAID BLOCK 12 A DISTANCE OF 171.81 FEET, THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 48.16 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 9.63 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 0.54 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 4.49 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 10.20 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 4.77 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 5.54 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 21 SECONDS WEST, 0.52 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 39 SECONDS EAST, 4.22 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 21 SECONDS EAST, ALONG A LINE DRAWN 68.66 FEET NORTH (AS MEASURED PERPENDICULARLY) OF THE SOUTH LINE OF BLOCK 12 AFORESAID 9.87 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 39 SECONDS WEST, 20.50 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, SAID PARCEL OF LAND HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +38.33 FEET CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +46.89 FEET CHICAGO CITY DATUM, ALL IN COOK COUNTY, ILLINOIS.

AREA = 242.7 SQUARE FEET OR 0.0056 ACRES

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