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94278211

Alter/600 N. Lakeshore  
Eighth Amendment

Prepared by and, after  
recording, return to:

Thomas Buranosky  
Hopkins & Sutter  
Three First National Plaza  
Suite 3800  
Chicago, IL 60602

## EIGHTH AMENDMENT TO LOAN DOCUMENTS

THIS Eighth Amendment to Loan Documents (this "**Amendment**") is made as of the 15th day of February, 1994 by and among LaSalle National Trust, N.A., as successor to LaSalle National Bank, not personally but as Trustee under three (3) separate Trust Agreements dated October 27, 1980, January 8, 1981 and January 25, 1974, respectively, and known as Trust Nos. 103293, 103563 and 47207, respectively (collectively, "**Trustee**"), with a mailing address at 135 S. LaSalle Street, Chicago, Illinois 60603, 600 Lake Shore Associates Limited Partnership, an Illinois limited partnership ("**600 LSA**"), Chal Venture, an Illinois limited partnership ("**Chal**", and collectively with 600 LSA, "**Beneficiary**"), with a mailing address c/o The Alter Group, 3000 Glenview Road, Wilmette, Illinois 60091, and Chemical Bank, a New York banking corporation ("**Lender**"), with a mailing address at 270 Park Avenue, New York, New York 10017, Attention: Chemical Real Estate Finance Group. Beneficiary and Trustee are sometimes hereinafter collectively referred to as the "**Borrower**".

## RECITALS

A. Lender has made a loan to Borrower in the original principal amount of Eleven Million, Six Hundred Fifteen Thousand and No/100 Dollars (\$11,615,000.00) (the "**Loan**"). To evidence the Loan, Trustee has executed and delivered to Lender a Note dated February 1, 1988 in the principal amount of the Loan which note was amended and restated pursuant to an Amended and Restated Mortgage Note dated January 31, 1989 from Trustee to the order of Lender (as amended, restated or modified from time to time, the "**Note**").

B. To secure the Note, Borrower has executed and delivered to Lender, among other things, those documents described on **Schedule A** attached hereto and made a part hereof, including without limitation, the Mortgage encumbering the real property legally described on **Exhibit B** attached hereto and made a part hereof ("**Property**"). The Note, the documents described on **Schedule A** hereto, and any other document evidencing or securing the Loan, as heretofore amended, are sometimes hereinafter collectively called the "**Loan Documents**."

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71-53-9-26

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C. Borrower has requested that Lender extend the Maturity Date of the Loan to March 15, 1995. In connection with such request, Borrower and Lender, among others, have executed a certain Agreement of Extension and Modification of even date herewith ("**Extension Agreement**").

D. The execution and delivery by Borrower of this Amendment is a condition precedent to Lender's obligations under the Extension Agreement.

## **AGREEMENTS**

NOW, THEREFORE, in consideration of (i) the Recitals, (ii) the mutual covenants and agreements contained herein and in the Extension Agreement, and (iii) other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender do hereby agree as follows:

1. **Incorporation.** The Recitals and Exhibits to this Amendment are hereby incorporated into this Amendment and made a part of this Amendment by this reference.

2. **Extension of Maturity Date.** The "Maturity Date" (as such term is defined in the Note) of the Loan is hereby changed to March 15, 1995, and the Loan Documents are each hereby amended to reflect the change in the Maturity Date.

3. **Further Modification of Loan Documents: Apparent Inconsistencies.** The Loan Documents are further amended by the terms and provisions of the Extension Agreement, which are hereby incorporated into this Amendment by this reference. In the event of any apparent conflict or inconsistency between the terms and provisions of the Loan Documents, as amended by this Amendment, and those of the Extension Agreement, the terms and provisions of the Extension Agreement shall prevail, govern and control to the extent of such conflict or inconsistency.

4. **Cross-Default; Concurrent Notice, Grace and Cure Periods.** A default under any Loan Document shall constitute a Default under the Extension Agreement and all other Credit Documents (as defined in the Extension Agreement). An event of default under any Loan Document shall constitute an Event of Default (as defined in the Extension Agreement) under the Extension Agreement and all other Credit Documents. A Default (as defined in the Extension Agreement) under the Extension Agreement shall constitute a default under the Loan Documents. An Event of Default under the Extension Agreement shall constitute an event of default under all of the Loan Documents. All notice, cure and grace periods under the Extension Agreement and under each of the Loan Documents shall be deemed to run concurrently.

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5. **Assumption by Beneficiary.** Subject to the exculpation provided in Section [8.28] of the Extension Agreement, Beneficiary hereby assumes joint and several liability for the payment of the Note and the performance of all of the obligations of the maker of the Note, as if and to the same extent that Beneficiary had originally executed the Note.

6. **Applicable Law; Forum Selection.** This Amendment and the Loan Documents have been negotiated, executed and delivered in the State of Illinois. Notwithstanding anything in the Loan Documents to the contrary, this Amendment and the Loan Documents and Borrower's obligations hereunder and thereunder shall be construed under, interpreted pursuant to and governed by the internal laws of the State of Illinois, without giving effect to Illinois choice of law principles. In any action brought under or arising out of this Amendment or the other Loan Documents, Borrower hereby consents to service of process by any means authorized by the Law of the State of Illinois. Borrower hereby irrevocably agrees that any suit, action, proceeding or claim against, arising out of or in any way relating to this Amendment or any of the Loan Documents, or any judgment entered by any court in respect thereof, may be brought or enforced in the state or federal courts located in Cook County, Illinois and Borrower hereby irrevocably waives, to the fullest extent permitted by law, any objection Borrower may now or hereafter have to the venue of any proceeding brought in Cook County, Illinois and further irrevocably waives any claims that any such proceeding has been brought in an inconvenient forum.

7. **Conditions Precedent.** Borrower acknowledges and agrees that this Amendment shall be of no force or effect and that the Maturity Date of the Loan shall not be extended as heretofore set forth unless and until:

(a) This Amendment has been executed by Borrower and Lender and recorded in Cook County, Illinois; and

(b) All of the conditions precedent set forth in the Extension Agreement to Lender's obligations under the Extension Agreement have been satisfied or waived in writing by Lender.

8. **No Defenses or Claims.** To induce Lender to enter into this Amendment, Borrower hereby represents, acknowledges and agrees that as of the date of this Amendment Borrower does not have or hold (a) any defense to the performance of any of its obligations under any of the Loan Documents or (b) any claim against Lender which might be set off or credited against any payments due under any of the Loan Documents.

9. **No Merger.** Borrower and Lender agree that the Lien (as defined in the

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Extension Agreement) of the Mortgages described on Schedule A (collectively, the "Mortgages") shall not merge with the Lien of any junior mortgage executed in connection with the Extension Agreement and, further, that any Lien provided by any other Loan Documents shall not merge with the Lien of any junior security documents executed in connection with the Extension Agreement. Rather, it is the express intention of Borrower and Lender that unless and until Lender shall expressly direct in writing to the contrary, the Lien of the Mortgages and other Loan Documents and the Lien of any junior mortgage and other junior security documents on the Property shall at all times remain separate and distinct from each other, notwithstanding the union or deemed union of such Liens and other interests.

10. **Ratification and Confirmation.** Except to the extent specifically amended herein or in the Extension Agreement, all of the terms, covenants and conditions and stipulations contained in the Loan Documents are ratified and confirmed in all respects and shall continue to apply with full force and effect; provided, however, that the terms of the Loan Documents remain unaffected with respect to the payments that were made or were to have been made thereunder prior to the Closing (as defined in the Extension Agreement).

11. **WAIVER OF JURY TRIAL.** BORROWER AND LENDER EACH HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY, UNEQUIVOCALLY AND EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, SUIT, LITIGATION, COUNTERCLAIM, CROSSCLAIM OR THIRD PARTY CLAIM TO ENFORCE OR DEFEND ANY RIGHT, POWER, OR REMEDY UNDER OR IN CONNECTION WITH THE LOAN DOCUMENTS OR THIS AMENDMENT OR UNDER OR IN CONNECTION WITH ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT WHICH HAS BEEN DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH OR ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THE LOAN DOCUMENTS OR THIS AMENDMENT, OR OTHERWISE FROM THE TRANSACTIONS RELATED THERETO OR HERETO, THE LOAN OR THE PROPERTY, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR THE ACTIONS OF THE PARTIES HERETO AND FURTHER AGREES THAT ANY SUCH ACTION SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE TERMS AND PROVISIONS OF THIS SECTION CONSTITUTE A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AMENDMENT.

12. **Trustee's Exculpation.** This Amendment is executed and delivered by LaSalle National Trust, N.A., not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, provided

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that LaSalle National Trust, N.A. hereby personally warrants that it possesses full power and authority to execute and deliver the same. It is expressly understood and agreed that nothing contained in this Amendment shall be construed as creating any liability on LaSalle National Trust, N.A. personally to pay the indebtedness evidenced and secured by the Note and the other Loan Documents as modified by this Amendment, or any interest that may accrue thereon, or to perform any covenant, express or implied, contained herein, all such personal liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder.

13. **Exculpation.** Notwithstanding anything to the contrary contained in this Amendment, the liability and obligation of the Borrower to perform and observe the covenants, agreements, obligations and undertakings contained in this Amendment shall be subject to the provisions of Section 8.28 of the Extension Agreement, and the provisions of Section 8.28 of the Extension Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed as of the day and year first above written.

LaSALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust Nos. 103293, 103563 and 47207

Attest: Nancy A. Stack  
Name: NANCY A. STACK  
Its: ASSISTANT SECRETARY

By: [Signature]  
Its: VICE PRESIDENT

Attest: [Signature]  
Name: PATRICK DURNINGTON  
Its: VICE PRESIDENT

CHEMICAL BANK, a New York banking corporation

By: [Signature]  
Name: [Signature]  
Its: [Signature]

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11/15/2011

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600 LAKE SHORE ASSOCIATES  
LIMITED PARTNERSHIP, an Illinois  
limited partnership

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: WAA Corporation, an  
Illinois corporation  
Its: General Partner  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

CHAI VENTURE, an Illinois limited  
partnership

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: 18-Chai Corp., an  
Illinois corporation  
Its: General Partner  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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Alter/800 N. Lakeshore  
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STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF LaSalle )  
  )  
COUNTY OF COOK:

I, [Signature], a Notary Public in and for said County, in the State of Illinois, do hereby certify that [Signature] the VP of LaSalle National Trust, N.A. (the "Bank"), and [Signature] the VP of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VP and [Signature], respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 28 day of February, 1994.

[Signature]  
NOTARY PUBLIC  
(SEAL)

"OFFICIAL SEAL"  
LAWRENCE M. FREEDMAN  
Notary Public, State of Illinois  
My Commission Expires May 13, 1997

My Commission Expires: \_\_\_\_\_

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11/1/18

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STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK       )

I, Mary D. Klaus, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David A. Juge, the Vice President of Chemical Bank (the "Bank"), and Patrice Derrington, the Assistant Vice President of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 22nd day of March, 1994.

*Mary D. Klaus*  
\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)

My Commission Expires: \_\_\_\_\_

OFFICIAL SEAL  
MARY D. KLAUS  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 10-1-97

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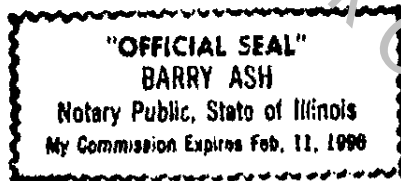
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Alter/600 N. Lakeshore  
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STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

I, Barry Ash, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William Alter, the Pres. of WAA Corporation, an Illinois corporation, as the general partner of 600 Lake Shore Associates Limited Partnership, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Pres., 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 the corporation and the partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28<sup>th</sup> day of February, 1994.



Barry Ash  
NOTARY PUBLIC

(SEAL)

My Commission Expires: \_\_\_\_\_

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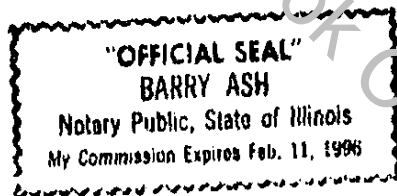
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STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF COOK     )

I, Barry Ash, a Notary Public in and for said County, in the State  
aforesaid  HEREBY CERTIFY that William Alter, the Pres  
of 18-Chat Corp., an Illinois corporation, as the general partner of Chat Venture, an  
Illinois limited partnership, personally known to me to be the same person whose name  
is subscribed to the foregoing instrument as such Pres, 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 the corporation and  
the partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28<sup>th</sup> day of February, 1994.



Barry Ash  
NOTARY PUBLIC

(SEAL)

My Commission Expires: \_\_\_\_\_

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## SCHEDULE A

### Loan Documents

- A. Promissory Note dated as of February 1, 1988 in the stated principal amount of \$11,615,000 executed by LaSalle National Trust N.A., as successor in interest to LaSalle National Bank as Trustee under three separate Trust Agreements -- one dated October 27, 1980 and known as Trust No. 103293 ("Trust 103293"); the second dated January 8, 1981 and known as Trust No. 103563 ("Trust 103563"); and the third dated January 25, 1974 and known as Trust No. 47207 ("Trust 47207").
- B. Mortgage, Assignment of Leases and Security Agreement dated as of February 1, 1988 from Trust 103563 and recorded as Document No. 89222211.
- C. Mortgage, Assignment of Leases and Security Agreement dated as of February 1, 1988 from Trust 103293 and recorded as Document No. 89222212.
- D. Mortgage, Assignment of Leases and Security Agreement dated as of February 1, 1988 from Trust 47207 and recorded as Document No. 89222213.
- E. Guaranty of Repayment and Performance dated as of February 1, 1988 from William A. Alter, as ratified.
- F. Combined Security Agreement and Assignment of Beneficial Interest in Land Trust dated as of February 1, 1988 from 600 Lake Shore Associates Limited Partnership in favor of Chemical regarding Trust 103293, as ratified.
- G. Combined Security Agreement and Assignment of Beneficial Interest in Land Trust dated as of February 1, 1988 from 600 Lake Shore Associates Limited Partnership in favor of Chemical regarding Trust 103563, as ratified.
- H. Amended and Restated Mortgage Note dated as of January 31, 1989 in the stated principal amount of \$11,615,000 from Trust 103293, Trust 103563 and Trust 47207.
- I. Modification Agreement dated as of January 31, 1989 by and among Trust 103293, Trust 103563, Trust No. 47207 and Chemical and recorded as Document No. 89293880.
- J. Second Modification Agreement dated as of January 31, 1990 by and among

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- Trust 103293, Trust 103563, Trust 47207 and Chemical and recorded as Document No. 90233207.
- K. Third Modification Agreement dated as of May 15, 1990 by and among Trust 103293, Trust 103563, Trust 47207 and Chemical and recorded as Document No. 90319747.
- L. Hazardous Material Guaranty and Indemnification Agreement dated as of May 15, 1990 from William Alter, as ratified.
- M. Fourth Modification Agreement dated as of May 15, 1991 by and among Trust 103293, Trust 103563, Trust 47207 and Chemical and recorded as Document No 91477801.
- N. Fifth Modification Agreement dated as of May 15, 1992 by and among Trust 103293, Trust 103563, Trust 47207 and Chemical and recorded as Document No. 92710337.
- O. First Global Amendment to Security Documents<sup>1</sup> dated as of February 1, 1992 by and among, among other parties, Trust No. 47207 and Chemical and recorded as Document No. 92310247.
- P. UCC-2 - with Chemical as Secured Party and Trust No. 103563, as Debtor, filed March 17, 1992 as Document No. 92U04614.
- Q. UCC-2 - with Chemical as Secured Party and Trust No. 103563, Debtor filed March 17, 1992 as Document No. 92U04615.
- R. UCC-2 with Chemical as Secured Party, and 600 Lake Shore Associates Limited Partnership Debtor filed March 17, 1992 as Document No. 92U04616.
- S. UCC-2 - with Chemical as Secured Party and Trust No. 103293 as Debtor, filed March 17, 1992 as Document No. 92U04617.
- T. UCC-2 with Chemical as Secured Party and Chal Venture and Trust No. 47207 as Debtor filed March 17, 1992 as Document No. 92U04622.

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<sup>1</sup>The Mt. Prospect Mortgage and the Addison Mortgage were cross-collateralized to secure a \$4,408,992.06 line of credit to William Alter and \$7,785,000 in a loan to Southeast Venture Limited Partnership.

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- U. UCC-1 with Chemical as Secured Party and Chal Venture and Trust No. 47207 as Debtor filed March 20, 1992 as Document No. 2963647.
- V. Sixth Modification Agreement dated as of May 15, 1993 by and among Trust 103293, Trust 103563, Trust 47207 and Chemical and recorded as Document No. 93697985.

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## SCHEDULE B

### Legal Description

#### 600 LAKE SHORE DR. PARCEL

##### PARCEL 1:

LOTS 17 AND 28 (EXCEPT THAT PART OF LOT 28 TAKEN IN CONDEMNATION CASE 82 L 11163) IN BLOCK 31 IN CIRCUIT COURT PARTITION OF THE OGDEN ESTATES SUBDIVISION OF PARTS OF BLOCKS 20, 31 AND 32 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

##### PARCEL 2:

EASEMENT FOR PARTY WALL FOR THE BENEFIT OF THAT PART OF PARCEL 1 AFORESAID DESCRIBED AS LOT 28 IN BLOCK 31 IN CIRCUIT COURT PARTITION OF THE OGDEN ESTATES SUBDIVISION OF PARTS OF BLOCKS 20, 31 AND 32 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AS CREATED BY AGREEMENT DATED DECEMBER 2, 1908 AND RECORDED DECEMBER 7, 1912 IN BOOK 12076 PAGES 633 AND 635 AS DOCUMENT NUMBER 5093751 BETWEEN THE UNIVERSITY OF CHICAGO AND JOHN H. ONDRIGAN OVER LOT 27 IN BLOCK 31 IN THE CIRCUIT COURT PARTITION OF OGDEN ESTATES SUBDIVISION OF PARTS OF BLOCKS 20, 31 AND 32 IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

##### PARCEL 3:

EASEMENT FOR PARTY WALL FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT DATED SEPTEMBER 29, 1958 AND RECORDED SEPTEMBER 9, 1959 AS DOCUMENT NUMBER 17653053 BETWEEN RANDEL REALTY CORPORATION, AN ILLINOIS CORPORATION AND ALEXANDER T. SPARE AND R.S. LEVY OVER LOT 18 IN CIRCUIT COURT PARTITION OF OGDEN ESTATES SUBDIVISION OF PARTS OF BLOCK 20, 31 AND 32 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## EXCEPT THE FOLLOWING PORTION

THAT PART OF LOTS 17 AND 28 IN BLOCK 31 IN THE CIRCUIT COURT PARTITION OF THE OGDEN ESTATES SUBDIVISION OF PARTS OF BLOCKS 20, 31 AND 32 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF SAID LOT 28, BEING ALSO THE NORTH LINE OF EAST OHIO STREET, AT A POINT 148.33 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 28; AND RUNNING THENCE ALONG LINES WHICH ARE PERPENDICULAR TO, OR PARALLEL WITH, THE AFORESAID SOUTHLINE OF LOT 28, RESPECTIVELY. THE FOLLOWING COURSES AND DISTANCES:

NORTH 42.58 FEET; WEST 4.50 FEET; NORTH 54.00 FEET; WEST 18.00 FEET; NORTH 40.00 FEET; WEST 35.23 FEET; NORTH 61.81 FEET; EAST 10.00 FEET; AND THENCE NORTH 19.75 FEET TO A INTERSECTION WITH THE NORTH LINE OF LOT 17, AFORESAID; THENCE EAST ALONG SAID NORTH LINE OF LOT 17, BEING ALSO THE SOUTH LINE OF EAST ONTARIO STREET, A DISTANCE OF 47.07 FEET TO THE NORTH EAST CORNER OF SAID LOT 17; THENCE SOUTHEASTWARDLY ALONG THE EASTERLY LINE OF SAID LOTS 17 AND 28, BEING ALSO THE WESTERLY LINE OF NORTH LAKE SHORE DRIVE, A DISTANCE OF 171.80 FEET, TO A POINT WHICH IS 68.827 FEET NORTHERLY OF THE SOUTH EAST CORNER OF LOT 28 AFORESAID; THENCE SOUTHWARDLY ALONG A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 437.218 FEET, AN ARC DISTANCE OF 62.815 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 28, WHICH POINT IS 22.452 FEET WEST OF THE SOUTH EAST CORNER OF SAID LOT 28; AND THENCE WEST ALONG SAID SOUTH LINE OF LOT 28, BEING ALSO THE NORTH LINE OF EAST OHIO STREET, A DISTANCE OF 78.46 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

## PARCEL 4:

THAT PART OF LOTS 17 AND 28 IN BLOCK 31 IN THE CIRCUIT COURT PARTITION OF THE OGDEN ESTATES SUBDIVISION OF PARTS OF BLOCKS 20, 31 AND 32 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF SAID LOT 28. BEING ALSO THE NORTH LINE OF EAST OHIO STREET, AT A POINT 148.33 FEET EAST OF THE SOUTH WEST

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CORNER OF SAID LOT 28; AND RUNNING THENCE ALONG LINES WHICH ARE PERPENDICULAR TO, OR PARALLEL WITH, THE AFORESAID SOUTH LINE OF LOT 28, RESPECTIVELY, THE FOLLOWING COURSES AND DISTANCES:

NORTH 42.58 FEET; WEST 4.50 FEET; NORTH 54.00 FEET; WEST 18.00 FEET; NORTH 40.00 FEET; WEST 35.23 FEET; NORTH 61.81 FEET; EAST 10.00 FEET AND THENCE NORTH 19.75 FEET TO AN INTERSECTION WITH THE NORTH LINE OF LOT 17, AFORESAID; THENCE EAST ALONG SAID NORTH LINE OF LOT 17, BEING ALSO THE SOUTH LINE OF EAST ONTARIO STREET, A DISTANCE OF 47.07 FEET TO THE NORTH EAST CORNER OF SAID LOT 17; THENCE SOUTHEASTWARDLY ALONG THE EASTERLY LINES OF SAID LOTS 17 AND 28, BEING ALSO THE WESTERLY LINE OF NORTH LAKE SHORE DRIVE, A DISTANCE OF 171.80 FEET, TO A POINT WHICH IS 68.827 FEET NORTHERLY OF THE SOUTH EAST CORNER OF LOT 28 AFORESAID; THENCE SOUTHWARDLY ALONG A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 437.218 FEET, AN ARC DISTANCE OF 62.815 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 28, WHICH POINT IS 22.452 FEET WEST OF THE SOUTH EAST CORNER OF SAID LOT 28; AND THENCE WEST ALONG SAID SOUTH LINE OF LOT 28, BEING ALSO THE NORTH LINE OF EAST OHIO STREET, A DISTANCE OF 78.46 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PIN: 17-10-208-009

PROPERTY ADDRESS:

VACANT LAND AT  
600 LAKE SHORE DRIVE  
CHICAGO, ILLINOIS

BANK PARCEL

THAT PART OF LOT 4 IN LINNEMAN'S DIVISION OF PART OF THE NORTH EAST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTH EAST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON SEPTEMBER 10, 1953 AS DOCUMENT 15716544, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF ELMHURST ROAD, BEING 50 FEET WEST OF THE EAST LINE OF SAID LOT 4 AND 869.23 FEET SOUTH

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Alter/600 N. Lakeshore  
Eighth Amendment

OF THE NORTH LINE OF SAID LOT 4; THENCE WEST PERPENDICULAR TO SAID WEST RIGHT-OF-WAY LINE OF ELMHURST ROAD, A DISTANCE OF 412.05 FEET TO A POINT OF CURVE; THENCE NORTH WESTERLY ALONG A CURVE BEING CONCAVE TO THE NORTH EAST AND HAVING A RADIUS OF 100 FEET, A DISTANCE OF 78.54 FEET; THENCE NORTH WEST TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 83.55 FEET; THENCE NORTH EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 496.13 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE WEST RIGHT-OF-WAY LINE OF ELMHURST ROAD, 191.02 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID ELMHURST ROAD, THENCE SOUTH ALONG SAID RIGHT-OF-WAY LINE 439.19 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 08-23-203-011

PROPERTY ADDRESS:

1700 S. ELMHURST ROAD  
MT. PROSPECT, ILLINOIS

94278211

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