

# UNOFFICIAL COPY

95158106

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## ASSIGNMENT OF LEASES AND RENTS

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Dated: As of March 3, 1995

Location: 16 South Wacker Drive  
Chicago, Illinois

Permanent Real Estate

Index Number: 17-16-200-022-0000

DEPT-01 RECORDING  
176466 TRAN 8015 03/08/95 1615100 \$61.50  
\$6.35 LC \*95-158106  
COOK COUNTY RECORDER

This document was prepared by and after recording should be returned to:

Skadden, Arps, Slate,  
Meagher & Flom  
Suite 2100  
333 West Wacker Drive  
Chicago, Illinois 60606  
Attention: Patricia A. Needham

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*lets go*

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STANLEY C. ...

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COOK COUNTY RECORDS  
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Property of Cook County Clerk's Office

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## ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("ASSIGNMENT"), dated as of March 3, 1995, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated February 3, 1995, and known as Trust No. 120010-04 (the "10 South Trust"), and CME REAL ESTATE CORP., a Delaware corporation ("CME Real Estate") (collectively, the "Assignor"), in favor of United States Trust Company of New York, as Trustee for the benefit of the holders of the Bonds (as hereinafter defined), its successors and assigns ("Assignee").

### W I T N E S S E T H:

WHEREAS, 10 South Trust is the owner of fee simple title to that certain plot, piece or parcel of land situated, lying and being in the City of Chicago, County of Cook, State of Illinois, as more particularly described in Exhibit A attached hereto, including all of the easements, rights, privileges and appurtenances (including any "air" or development rights) thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, claim or demand of whatsoever kind of Assignor therein and in the rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining thereto, in law or in equity, or in possession or expectancy, now or hereafter acquired (including, without limitation, all easements, rights, privileges and appurtenances pursuant to that certain Chicago Mercantile Exchange Center Easements, Reservations, Covenants And Restrictions dated July 22, 1981 among American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated March 20, 1980 and known as Trust No. 48268, American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated June 2, 1981 and known as Trust No. 51234, and American National Bank and Trust Company, as Trustee under Trust Agreement dated June 2, 1981 and known as Trust No. 51235, recorded in the Office of the Recorder of Deeds, Cook County, Il-

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## DECLARATION OF INTEREST AND RIGHTS

THE DECLARATION OF INTEREST AND RIGHTS (hereinafter referred to as the "Declaration") was filed on March 2, 1993, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated February 2, 1992, and known as Trust Agreement No. 21132, and ONE REAL ESTATE COMPANY, as Trustee under Trust Agreement No. 21133, and ONE REAL ESTATE COMPANY, as Trustee under Trust Agreement No. 21134, for the purpose of the Declaration of Interest and Rights, as defined in the Declaration.

## STATEMENT

THE DECLARATION OF INTEREST AND RIGHTS (hereinafter referred to as the "Declaration") was filed on March 2, 1993, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated February 2, 1992, and known as Trust Agreement No. 21132, and ONE REAL ESTATE COMPANY, as Trustee under Trust Agreement No. 21133, and ONE REAL ESTATE COMPANY, as Trustee under Trust Agreement No. 21134, for the purpose of the Declaration of Interest and Rights, as defined in the Declaration.

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Illinois, on July 23, 1981 as Document No. 25945760, as amended by that certain Amendment dated as of February 17, 1982, Second Amendment dated as of December 14, 1983, Third Amendment dated as of June 4, 1986 and Fourth Amendment dated as of November 1, 1988), together with all structures or buildings, and replacements thereof, now or hereafter erected or located thereon, including, without limitation, all equipment, apparatus, machinery and fixtures of every kind and nature whatsoever forming part of said structures or buildings (collectively, the "Premises");

WHEREAS, CME Real Estate is liable to Assignee pursuant to those certain Bonds Due March 5, 2004 (the "Bonds"), in the principal sum of One Hundred Eighty Million Dollars (\$180,000,000.00);

WHEREAS, this Assignment is being executed and delivered, as additional security for payment of all of the Indebtedness (as hereinafter defined) which is secured by that certain Mortgage, Security Agreement and Financing Statement (the "Mortgage") dated as of the date hereof, executed by the 10 South Trust in favor of Assignee;

WHEREAS, this Assignment is being executed and delivered as additional security for (i) the payment of the principal amount evidenced by the Bonds, together with all interest on the Bonds, (ii) any and all amounts due Assignee under the Mortgage and any and all other "Loan Documents" (as such term is defined in the Mortgage) (such amounts are hereinafter collectively referred to as the "Indebtedness") and (iii) the performance and observance by Assignor of all of the provisions of the Loan Documents given by or on behalf of Assignor to Assignee in connection with the Indebtedness and any and all other documents which may hereafter be given by or on behalf of Assignor to Assignee as further security for, or in connection with, the Indebtedness.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to secure payment of the Indebtedness and the performance and observance of all of the provisions of the Loan Documents, Assignor hereby assigns to Assignee, as collateral, all of Assignor's right, title

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and interest in and to all leases, subleases, licenses and other agreements related to occupancy now or hereafter pertaining to the Premises or any portion thereof, and any extensions, renewals or modifications thereof and any guaranties of the obligations owed Assignor thereunder (collectively, the "Leases"), and all of the rents, additional rents, charges, issues and profits payable under the Leases from the date hereof to the end of the term of the Leases and any renewals and extensions thereof (hereinafter collectively referred to as the "Rents").

1. Assignor shall duly and timely perform and observe in a commercially reasonable manner all of the material terms, covenants and conditions of all Major Leases (as such term is defined in the Mortgage) required to be performed and observed by the landlord thereunder.

2. Assignor hereby irrevocably authorizes and directs each tenant under the Leases (collectively, the "Tenants"), upon receipt of written notice from Assignee of the occurrence of an Event of Default (a copy of which shall be sent to Assignor) and until directed otherwise by Assignee, to pay directly to, or as directed by, Assignee, all Rents under its Lease from and after the receipt of such notice. Assignor agrees that the Tenants shall have the right to rely upon any such notice from Assignee, and to pay such Rents to or as directed by Assignee without any obligation to inquire into the actual existence of any Event of Default claimed by Assignee, and notwithstanding any notice from or contrary claim by Assignor; and Assignor shall have no right or claim against any Tenant with respect to any Rents so paid to Assignee. Upon acceptance by Assignee of a cure of an Event of Default, it will notify each Tenant to resume paying all Rents to Assignor.

3. Subject to the provisions of this Assignment hereinafter set forth, Assignee waives the right to enter the Premises for the purpose of collecting the Rents, and grants Assignor the right to collect, but not more than one (1) month in advance (except for any payment of rent allocable to the first and last month of the term of any Lease), the Rents. The right of Assignor to collect the Rents and the waiver set forth in the preceding sentence may be revoked by Assignee (i) if a default by Assignor in the observance or performance of any of the terms, covenants or provisions of this Assignment on





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Assignor's part to be observed or performed shall continue beyond twenty (20) Business Days (as such term is defined in the Mortgage) following written notice from Assignee to Assignor (or such longer period of time as may be reasonable if any default hereunder cannot be cured within such twenty (20) Business Day period, provided that Assignor commences a cure within such twenty (20) Business Day period and diligently prosecutes a cure) or (ii) upon an "Event of Default" as provided in the Mortgage (the events provided in clauses (i) and (ii) being hereinafter collectively referred to as an "Event of Default"), by giving notice of such revocation to Assignor. Following such notice, Assignee may retain and apply the Rents toward payment or performance of the Indebtedness in such priority and proportions as Assignee, in its sole discretion, shall deem proper, or to the operation, maintenance and repair of the Premises.

4. Upon the occurrence of an Event of Default and until a cure therefor is accepted by Assignee, Assignor shall facilitate the collection of the Rents by Assignee (and to the extent the Rents are collected by Assignor, Assignor will hold the Rents in trust for use in payment of the Indebtedness or for costs of ownership, operation, maintenance and repair of the Premises), and will, upon the request of Assignee, execute written notice to the Tenants under the Leases directing the Tenants to pay the Rents to Assignee or to any appointed receiver. The Rents may be retained and applied by Assignee toward the payment of the Indebtedness in such priority and proportions as Assignee, in its sole discretion, shall deem proper, or to the operation, maintenance and repair of the Premises.

5. Upon the occurrence of an Event of Default, Assignee, at its option, shall have the right, but not the obligation, to enter upon and take over and assume the management, operation and maintenance of the Premises and to perform all necessary and proper acts and to expend such sums out of the income of the Premises as may be necessary in connection therewith, in the same manner and to the same extent as Assignor theretofore might do, including, to the extent permitted by law, the right (i) to effect new Leases, enforce, cancel or surrender the Leases, alter, modify or amend the provisions thereof, to make concessions to the Tenants thereunder; (ii) obtain and evict operators, concessionaires and licensees; (iii)

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demand, collect, sue for, attach, levy, recover, receive and compromise Rents which may be or may hereafter become due, owing or payable from any Tenants of the Premises; (iv) lease or rent the Premises or any part thereof for such time and at such rentals as Assignee, in its sole discretion, may deem advisable; (v) institute, prosecute, settle or compromise any proceedings for (a) the recovery of Rents or for removing any and all Tenants, through summary or other proceedings, or (b) the protection of the Premises or for the recovery of any damage done to the Premises or for the abatement of any nuisance thereon or thereabouts; (vi) make any changes or improvements, structural or otherwise, on, in or to the Premises or any part thereof which Assignee may deem necessary or expedient for the leasing, renting or preservation thereof; and (vii) do any acts, whether herein expressly authorized or not, which Assignee deems proper to protect the security hereof and in all respects act in the place and stead of Assignor and have all of the powers of owner as possessed by Assignor for the purposes aforesaid until all Indebtedness secured hereby is paid in full, and Assignor hereby releases and waives all claims against Assignee arising out of such management, operation and maintenance; excluding, however, any claims arising as a result of the acts of bad faith, intentional misconduct or gross negligence of Assignee, or its agents.

6. Assignor hereby agrees to indemnify Assignee against and hold it harmless from any and all liability, loss, cost, claims or damage including reasonable attorneys' fees and disbursements which it may or shall incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants and conditions of any Lease; excluding, however, any liability, loss, cost, claim or damage arising as the result of any acts of bad faith or intentional misconduct of Assignee, or its agents, while in possession of the Premises. Should Assignee incur any such liability, loss, cost, claims or damage under any Lease or under or by reason of this Assignment, or in defending against any such claims or demands, the amount thereof, including reasonable costs, expenses and attorneys' fees, shall be secured hereby and by the other Loan Documents, and Assignor shall reimburse Assignee therefor immediately



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upon demand. Any amounts payable to Assignee under this Section 6, if not paid within ten (10) Business Days after written demand therefor by Assignee, shall bear interest from the date of such demand through the date of payment at the Default Rate (as such term is defined in the Mortgage). Nothing contained herein shall operate or be construed to obligate Assignee to perform or discharge any of the terms, covenants, conditions or otherwise impose any obligation upon Assignee with respect to any of the Leases or under or by reason of this Assignment.

7. Failure of Assignee to avail itself of any of the terms, covenants and conditions of this Assignment shall not be construed or deemed to be a waiver of any of its rights hereunder. The rights and remedies of the Assignee under this Assignment are cumulative and are not in lieu of but are in addition to, and shall not be affected by the exercise of, any other rights and remedies which Assignee shall have under or by virtue of law or equity, or the other Loan Documents.

8. Upon the release of the Mortgage, as evidenced by the recording of an instrument of reconveyance or satisfaction or release of the Mortgage executed by Assignee without the recording of another mortgage or deed of trust in favor of or for the benefit of Assignee encumbering the Premises, this Assignment shall become null and void and of no effect, and Assignee, on demand of and at the cost and expense of Assignor, shall promptly execute proper instruments in recordable form acknowledging satisfaction and discharge of this Assignment.

9. Except as provided herein, no alteration, extension, renewal, change, modification, release, amendment, compromise or cancellation, in whole or in part, of any term, covenant or provision of the Loan Documents, in whole or in part, shall affect this Assignment in any manner or diminish or release any of the rights of Assignee hereunder.

10. Assignor hereby waives any and all legal requirements that Assignee institute any action or proceeding in law or in equity against any other party, or exhaust its remedies under the Loan Documents or any other document or instrument evidencing, securing or guaranteeing payment of the Indebtedness, in whole or in part, or in respect of any other security held by Assign-

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any person who is assigned to a position under this  
Section of the Code shall be deemed to be an  
employee of the County for all purposes, and shall  
be entitled to the same benefits and privileges as  
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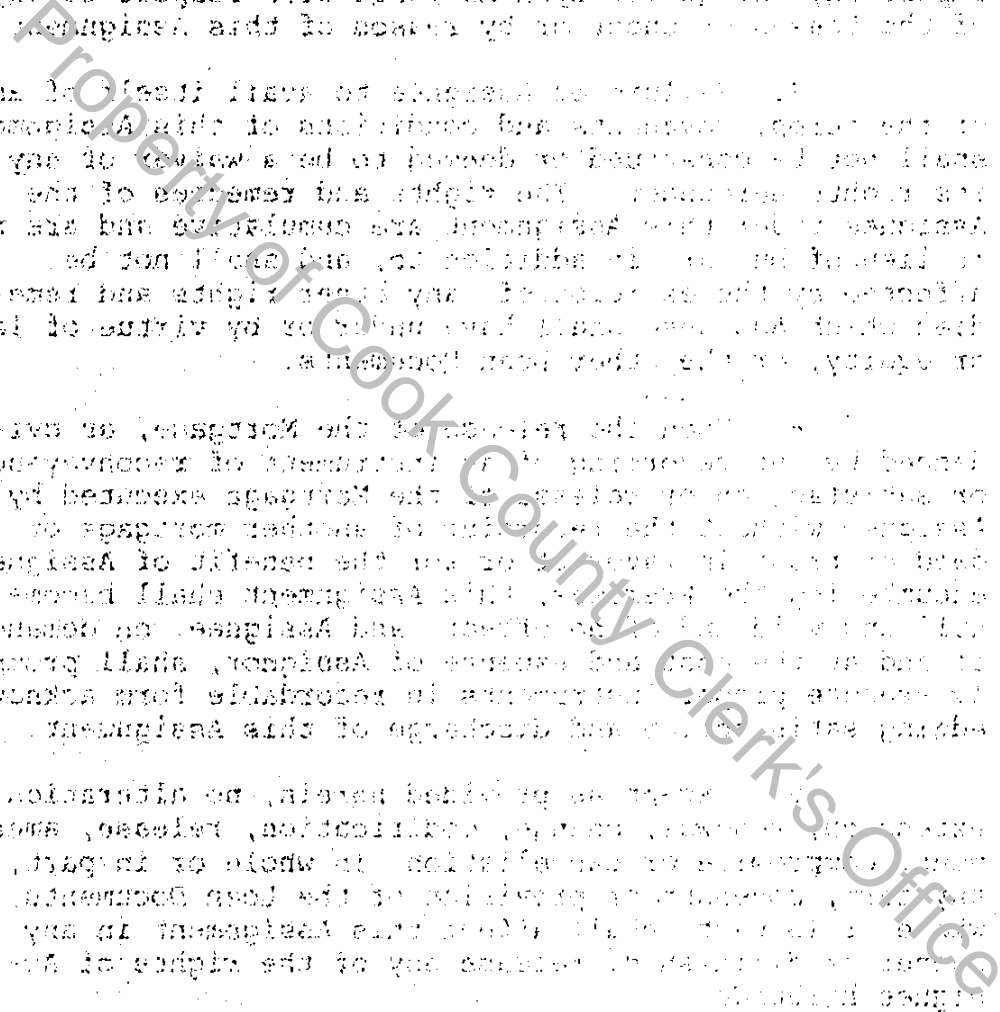
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11/13/2011

11/13/2011



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ee as a condition precedent to exercising its rights and remedies under this Assignment.

11. It is the intention of the parties hereto that any and all Leases affecting the Premises or any portion thereof presently in effect or hereafter entered into by Assignor shall be covered by the provisions of this Assignment and all such Leases and all of Assignor's right, title and interest in all such Leases, and the Rents to be payable thereunder, are hereby assigned to Assignee until the end of the respective terms thereof and any renewals or extensions thereof, and are subject to all of the terms, covenants and provisions of this Assignment. Upon the request of Assignee, Assignor shall deliver a true and correct copy of each such Lease to Assignee promptly after the execution and delivery of the same. Assignor shall, upon the request of Assignee, execute and deliver in recordable form all instruments which Assignee may reasonably request to further evidence and confirm such assignment of each such Lease.

12. This Assignment shall be binding upon the Assignor and upon the successors, assigns, transferees and vendees of the Assignor and shall inure to the benefit of the Assignee's successors, assigns, transferees and vendees permitted under the terms of the Indenture (as such term is defined in the Indenture).

13. This Assignment may only be modified, altered, amended, or terminated by an agreement in writing executed by the parties hereto.

14. Any notice, request, demand, statement or consent made hereunder or in connection herewith shall be in writing and shall be sent in the manner specified in the Mortgage.

15. If any term, covenant or condition of this Assignment shall be held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

16. Assignor shall not, and shall not have the right or power to, accept prepayments of installments of Rent (howsoever denominated) under Leases more than one (1) month in advance (except for any payment of rent allocable to the first and the last month of the term of

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has signed and acknowledged to executing the rights and  
benefits under this assignment.

11. In the execution of the parties hereto  
that any and all rights relating to the business or any  
particular thereof shall be exercised by the parties or their  
legal representatives and all such cases and all of Assignor's  
rights, title and interest in all such cases, and the  
benefits to be derived therefrom, and hereby assigned to  
Assignee and the use of the assignative terms "Assignor"  
and "Assignee" or "assignor" and "assignee" shall be  
of all the terms, covenants and provisions of this  
assignment. The terms of Assignor's assignment shall  
include a copy of your contract with the party  
responsible for the execution and delivery of the  
assignment. Assignor shall be deemed to have assigned  
and delivered to Assignee all its interests in  
which Assignor may be entitled to receive evidence  
and a copy of the assignment of each such case.

This assignment shall be binding upon the  
Assignor, Assignee, Assignor's legal representatives,  
and Assignee's legal representatives, and shall inure to the benefit  
of the Assignor, Assignee, Assignor's legal representatives,  
and Assignee's legal representatives in the event of the  
death of either party to this assignment.

12. This assignment shall be modified only by a written  
agreement signed by both parties and witnessed in writing  
by a notary public.

13. The parties hereto, Assignor and Assignee, intend that  
this assignment shall be binding upon the Assignor, Assignee,  
Assignor's legal representatives, and Assignee's legal  
representatives in the manner specified in this  
assignment.

14. It is the intent of the parties to this  
assignment that it shall be fully, legally and  
irrevocably assigned to Assignee. This assignment shall be  
binding upon Assignor and Assignee.

15. Assignor shall not have the right to  
revoke or modify this assignment or its terms or  
benefits in any way (including but not limited to  
any assignment or sub-assignment) after the date of  
execution of this assignment. The terms of this  
assignment shall be binding upon Assignor and Assignee.



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any Lease). After the occurrence of an Event of Default, Assignee may give notice of the existence of this Assignment together with a copy of the same, to the Tenants.

17. This Assignment and the rights and duties of the Assignor and Assignee shall be governed by the laws of the State of Illinois. Any claim, action or proceeding arising out of or relating to this Assignment may be maintained against the Assignor in the courts of the State of Illinois, or in any federal court in the State of Illinois. Assignor hereby (i) irrevocably submits to the personal jurisdiction of the courts of the State of Illinois or of any federal court in the State of Illinois in any claim, action or proceeding to be brought against Assignor for the enforcement of any of its duties or obligations under this Assignment and (ii) waives any and all rights under the law of the State of Illinois or any other jurisdiction to object to the jurisdiction of the courts of the State of Illinois or the federal courts in the State of Illinois, as hereinabove set forth.

18. Notwithstanding anything herein to the contrary, the liability of Assignor for and on account of the nonpayment of the Bonds or any amounts that may become due hereunder or under any of the Loan Documents or otherwise in connection with the Loan, or for any nonperformance of any of the obligations hereunder or under any of the Loan Documents to be performed by Assignor, or for any breach of any representation or warranty made by Assignor herein or in any of the Loan Documents, shall be limited to recourse against the Premises, any sums held by Assignee pursuant to this Assignment, any proceeds of the sale or other conversion of any portion of the Premises, and the rents, issues and profits of the Premises and all other revenues arising therefrom after an Event of Default. Nothing contained in this Section 20 shall (i) be deemed to be a release or impairment of the debt evidenced by the Bonds, or the lien of the Mortgage, this Assignment, or the other Loan Documents or (ii) preclude Assignee from foreclosing on the Mortgage or from enforcing any of the other rights of Assignor hereunder or under any of the Loan Documents or (iii) be deemed to release or otherwise affect the obligations of any person or Entity (as such term is defined in the Mortgage) other than Assignor. This Assignment is executed by American National Bank & Trust Company of



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Chicago, as Trustee as aforesaid and not personally, and as said Trustee, Mortgagor, its successors, administrators, beneficiaries and assigns shall have no personal liability hereunder for payment of any amount or performance of any covenants contained herein, all such liability being expressly waived. Nothing herein shall be deemed to be a waiver of any right which the Assignee may have under the Bankruptcy Reform Act of 1978 or any successor thereto or similar provisions under the law of the State of Illinois to file a secured claim for the full amount of the debt owing to the Assignee by the Assignor hereunder or under the Bonds or to require that all collateral shall continue to secure all the indebtedness owing to the Assignee in accordance with the Bonds, the Mortgage, this Assignment and any other Loan Document.

19. Anything in this Assignment to the contrary notwithstanding, the agreements of Beneficiary shall only be enforceable against, and in the event of a default by Beneficiary hereunder the liability of Beneficiary and the partners thereof shall be limited to, the assets of Beneficiary. Without limiting the generality of the foregoing, (i) no partner of Beneficiary shall have any individual or personal liability in respect to any claim arising out of or related to this Assignment, and (ii) a deficit capital account of any partner in Beneficiary shall not be deemed an asset or property of Beneficiary.

20. To the extent that Assignee receives any funds hereunder, Assignee shall be entitled to apply such funds first to satisfy any obligation of Assignor under Section 3.08 of the Mortgage and Section 6.07 of the Indenture.

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and, in addition, the Assignee shall be bound to pay to the Assignor, at the time of the assignment, the amount of any taxes, duties, or other charges which may be payable in connection with the assignment, and to pay to the Assignor, at the time of the assignment, the amount of any interest which may be payable on the debt or debts assigned to the Assignee.

Notwithstanding the above, the Assignee shall be bound to pay to the Assignor, at the time of the assignment, the amount of any taxes, duties, or other charges which may be payable in connection with the assignment, and to pay to the Assignor, at the time of the assignment, the amount of any interest which may be payable on the debt or debts assigned to the Assignee.

Notwithstanding the above, the Assignee shall be bound to pay to the Assignor, at the time of the assignment, the amount of any taxes, duties, or other charges which may be payable in connection with the assignment, and to pay to the Assignor, at the time of the assignment, the amount of any interest which may be payable on the debt or debts assigned to the Assignee.

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IN WITNESS WHEREOF, Assignor has duly executed this Assignment the day and year first above written.

CME REAL ESTATE CORP., a Delaware corporation

By: M.L. Jensen  
Its: President

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trustee Agreement dated February 3, 1995 and known as Trust No. 120010-04.

Attest: [Signature]  
By: [Signature]  
Its: 9307 5007

By: [Signature]  
Its: AND V.P.

Property of Cook County Clerk's Office

95158106

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

THE STATE OF ILLINOIS  
COUNTY OF COOK

IN SENATE  
JANUARY 11, 1900

Property of Cook County Clerk's Office

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(CME Real Estate Corp.)

STATE OF DELAWARE )  
COUNTY OF New Castle ) SS

I, Cornelia M. Alexy, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mark Ferrucci, of CME REAL ESTATE CORP., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that as such President he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3rd day of March, 1995.

[NOTARIAL SEAL]

Cornelia M. Alexy  
Notary Public

My Commission Expires:  
9/22/95

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STATE OF ILLINOIS

CLERK OF COURT

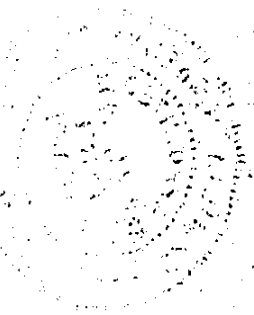
22

CITY OF CHICAGO

IN SENATE, January 10, 1911.  
REPORT OF THE COMMISSIONERS OF THE LAND OFFICE  
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE  
ON JANUARY 4, 1911, RELATIVE TO THE LANDS BELONGING  
TO THE STATE OF ILLINOIS. THE REPORT CONTAINS  
A LIST OF THE LANDS, THE NAMES OF THE OWNERS,  
THE AMOUNTS OF THE LANDS, AND THE NAMES OF THE  
PERSONS WHOSE NAMES ARE ON THE RECORDS OF THE  
LAND OFFICE AS OWNERS OF THE LANDS. THE REPORT  
IS PRINTED BY THE STATE OF ILLINOIS, CHICAGO,  
ILLINOIS, 1911.

W. B. HARRIS, CLERK OF COURT

CHICAGO, ILLINOIS



OFFICE OF THE CLERK OF COURT  
CITY OF CHICAGO

11111111



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(Trust)

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

RUTH ANNE BOOKER

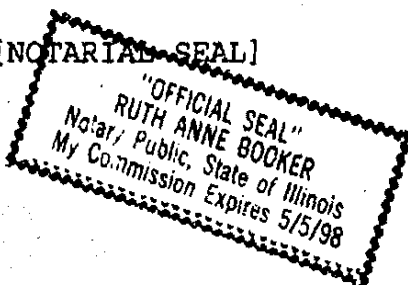
I, RUTH ANNE BOOKER, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that E. JOHANSEN and Janita W. Lutkus, of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("Association"), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such

SECOND VICE PRESIDENT and ASSISTANT SECRETARY, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Association, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said

ASSISTANT SECRETARY then acknowledged that he/she, as custodian of the corporate seal of said Association, did affix the corporate seal of said Association to said instrument as the free and voluntary act of said Association, as Trustee as aforesaid, for the uses and purposes set forth therein.

GIVEN under my hand and Notarial Seal this 8th day of March, 1995.

[NOTARIAL SEAL]



Ruth Anne Booker  
Notary Public

My Commission Expires:

5/5/98

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(Page 1)

STATE OF TEXAS

1988

COUNTY OF DALLAS

RUTH ANNE BOOKER

I, the undersigned, County Clerk of Dallas County, Texas, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of said County.

Witness my hand and the seal of said County at Dallas, Texas, this 1st day of January, 1988.

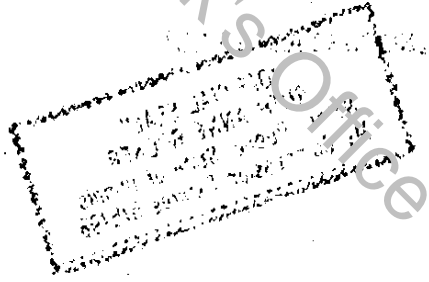
\_\_\_\_\_  
 County Clerk

I, the undersigned, County Clerk of Dallas County, Texas, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of said County.

Witness my hand and the seal of said County at Dallas, Texas, this 1st day of January, 1988.

\_\_\_\_\_  
 County Clerk

\_\_\_\_\_  
 County Clerk



Notary Public

1988

1988

## Exhibit A

PARCEL 1: (TOWER SITE NO. 2)

BEING THE LAND, PROPERTY AND SPACE IN THAT PART OF BLOCK 80 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF SAID BLOCK 80 AT THE POINT OF INTERSECTION OF SAID NORTH LINE WITH THE WEST LINE OF SOUTH WACKER DRIVE, SAID WEST LINE OF SOUTH WACKER DRIVE BEING ALSO THE WEST LINE OF THE EAST 54.00 FEET OF SAID BLOCK 80 AS ESTABLISHED BY ORDINANCE RELATING TO THE WACKER DRIVE ROUTE OF THE COMPREHENSIVE SUPER HIGHWAY SYSTEM PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 5TH DAY OF SEPTEMBER, 1946, AND RUNNING THENCE SOUTH ALONG SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 219.354 FEET TO A POINT WHICH IS 178.816 FEET NORTH FROM THE POINT OF INTERSECTION OF SAID WEST LINE OF SOUTH WACKER DRIVE WITH THE SOUTH LINE OF SAID BLOCK 80; THENCE WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF SOUTH WACKER DRIVE (SAID PERPENDICULAR LINE BEING 20.08 FEET SOUTH FROM AND PARALLEL WITH A CERTAIN BUILDING COLUMN CENTER LINE) A DISTANCE OF 30.75 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 20.08 FEET TO AN INTERSECTION WITH SAID COLUMN CENTER LINE; THENCE WEST ALONG SAID COLUMN CENTER LINE A DISTANCE OF 155.667 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID COLUMN CENTER LINE A DISTANCE OF 20.08 FEET; THENCE WEST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER LINE A DISTANCE OF 26.174 FEET TO AN INTERSECTION WITH THE DOCK LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER BETWEEN MADISON AND MONROE STREETS AS ESTABLISHED BY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 28TH DAY OF FEBRUARY, 1946; THENCE NORTHWARDLY ALONG SAID DOCK LINE A DISTANCE OF 189.90 FEET TO AN INTERSECTION WITH A LINE 30.00 FEET, MEASURED PERPENDICULARLY, SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 80; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 37.30 FEET TO AN INTERSECTION WITH A LINE DRAWN PERPENDICULAR TO SAID NORTH LINE OF BLOCK 80 FROM A POINT THEREON DISTANT 36.00 FEET EAST FROM THE POINT OF INTERSECTION OF A WESTWARD EXTENSION OF SAID NORTH LINE WITH SAID DOCK LINE; THENCE NORTH ALONG SAID PERPENDICULAR LINE A DISTANCE OF 30.00 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF BLOCK 80; AND THENCE EAST ALONG SAID NORTH LINE OF BLOCK 80 A DISTANCE OF 168.58 FEET TO THE POINT OF BEGINNING;

EXCEPTING FROM SAID LAND, PROPERTY AND SPACE IN TOWER SITE NO. 2 THAT PART THEREOF LYING BETWEEN HORIZONTAL PLANES WHICH ARE 21.50 FEET AND 49.50 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID BLOCK 80 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE COLUMN CENTER LINE MARKING THE SOUTH LINE OF TOWER SITE NO. 2 AT THAT CORNER OF SAID TOWER SITE NO. 2 WHICH IS 30.75 FEET WEST FROM SAID WEST LINE OF SOUTH WACKER DRIVE, AND RUNNING THENCE WEST ALONG SAID COLUMN CENTER LINE A DISTANCE OF 155.667 FEET; THENCE NORTH, PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 90.00 FEET; THENCE EAST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER LINE A DISTANCE OF FOUR INCHES (0.333 FEET); THENCE AROUND A BUILDING COLUMN AS FOLLOWS:

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0000-110-000-0001

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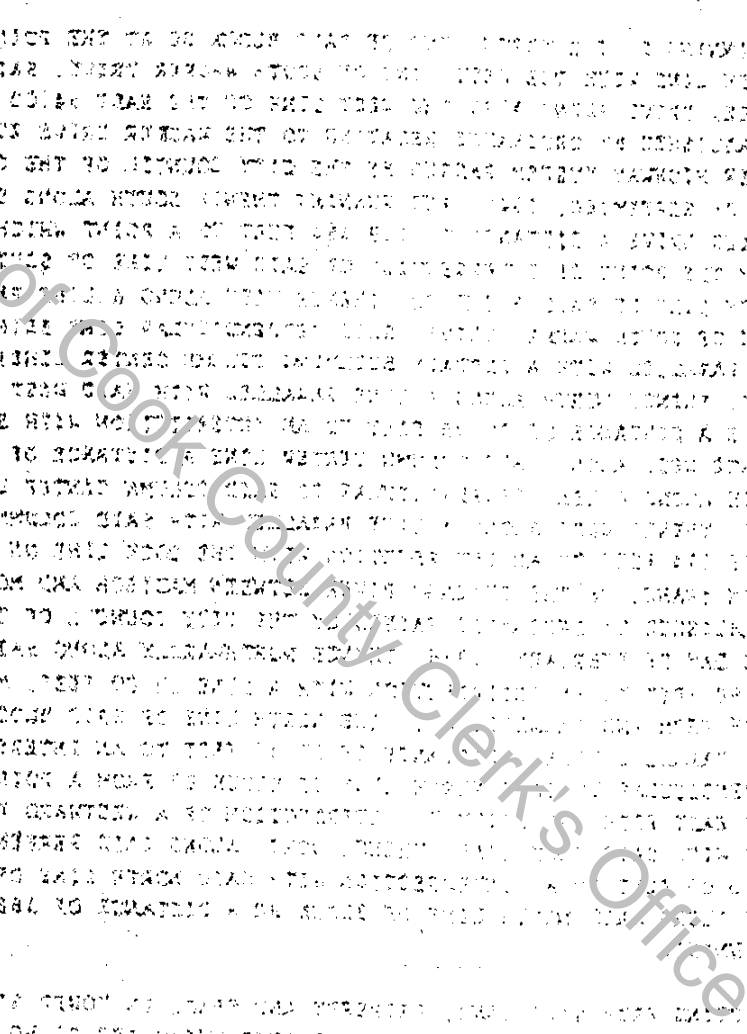
THESE ARE THE TERMS AND CONDITIONS OF THE CONTRACT...

THIS CONTRACT IS MADE THIS 1ST DAY OF JANUARY 1988...

IN WITNESS WHEREOF, I have hereunto set my hand and seal...

THE CONTRACTOR'S OBLIGATIONS...

1988-01-01



# UNOFFICIAL COPY

PERMANENT INDEX NUMBER: 17-16-200-022-0000

SOUTH 2.50 FEET; EAST 5.00 FEET; AND NORTH 2.50 FEET; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 25.00 FEET; THENCE AROUND A BUILDING COLUMN AS FOLLOWS:

SOUTH 2.50 FEET; EAST 5.00 FEET; AND NORTH 2.50 FEET; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 25.00 FEET; THENCE AROUND A BUILDING COLUMN AS FOLLOWS:

SOUTH 2.50 FEET; EAST 5.00 FEET; AND NORTH 2.50 FEET; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 25.00 FEET; THENCE AROUND A BUILDING COLUMN AS FOLLOWS:

SOUTH 2.50 FEET; EAST 5.00 FEET; AND NORTH 2.50 FEET; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 25.00 FEET; THENCE AROUND A BUILDING COLUMN AS FOLLOWS:

SOUTH 2.50 FEET; EAST 5.00 FEET; AND NORTH 2.50 FEET; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 25.00 FEET; THENCE AROUND A BUILDING COLUMN AS FOLLOWS:

SOUTH 2.50 FEET; EAST 5.00 FEET; AND NORTH 2.50 FEET; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF FOUR INCHES (0.333 FEET) TO A POINT 30.75 FEET WEST FROM SAID WEST LINE OF SOUTH WACKER DRIVE, AND THENCE SOUTH ALONG A STRAIGHT LINE A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING. ALSO EXCEPTING FROM SAID LAND, PROPERTY AND SPACE IN SAID TOWER SITE NO. 2 THAT PART THEREOF LYING BETWEEN HORIZONTAL PLANES WHICH ARE 49.50 FEET AND 72.50 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID BLOCK 80 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SOUTH WACKER DRIVE AT THAT CORNER OF SAID TOWER SITE NO. 2 WHICH IS 219.354 FEET SOUTH FROM THE INTERSECTION OF SAID WEST LINE WITH THE NORTH LINE OF SAID BLOCK 60, AND RUNNING THENCE WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 30.75 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 20.08 FEET TO AN INTERSECTION WITH THE BUILDING COLUMN CENTER LINE MARKING THE SOUTH LINE OF SAID TOWER SITE NO. 2; THENCE WEST ALONG SAID COLUMN CENTER LINE A DISTANCE OF 155.657 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID COLUMN CENTER LINE A DISTANCE OF 20.08 FEET; THENCE WEST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER LINE A DISTANCE OF 28.174 FEET TO AN INTERSECTION WITH THE DOCK LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER BETWEEN MADISON AND MONROE STREETS AS ESTABLISHED BY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 28TH DAY OF FEBRUARY, 1946; THENCE NORTHWARDLY ALONG SAID DOCK LINE A DISTANCE OF 110.194 FEET TO A POINT WHICH IS 90.00 FEET, MEASURED PERPENDICULARLY, NORTH FROM SAID COLUMN CENTERLINE AND 209.577 FEET WEST FROM SAID WEST LINE OF SOUTH WACKER DRIVE; THENCE EAST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER LINE A DISTANCE OF 23.494 FEET; THENCE AROUND A BUILDING COLUMN AS FOLLOWS:

SOUTH 2.50 FEET; EAST 5.00 FEET; AND NORTH 2.50 FEET; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 25.00 FEET; THENCE AROUND A BUILDING COLUMN AS FOLLOWS:

SOUTH 2.50 FEET; EAST 5.00 FEET; AND NORTH 2.50 FEET; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 25.00 FEET; THENCE AROUND A BUILDING COLUMN AS FOLLOWS:

SOUTH 2.50 FEET; EAST 5.00 FEET; AND NORTH 2.50 FEET; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 25.00 FEET; THENCE AROUND A BUILDING COLUMN AS FOLLOWS:

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PROPERTY OF Cook County Clerks Office

1. The undersigned, Clerk of the Court, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the Court.

2. The undersigned, Clerk of the Court, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the Court.

3. The undersigned, Clerk of the Court, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the Court.

4. The undersigned, Clerk of the Court, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the Court.

5. The undersigned, Clerk of the Court, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the Court.

6. The undersigned, Clerk of the Court, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the Court.

7. The undersigned, Clerk of the Court, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the Court.

8. The undersigned, Clerk of the Court, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the Court.

9. The undersigned, Clerk of the Court, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the Court.

10. The undersigned, Clerk of the Court, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the Court.

# UNOFFICIAL COPY

PERMANENT INDEX NUMBER: 17-16-200-022-0000

SOUTH 2.50 FEET; EAST 5.00 FEET; AND NORTH 2.50 FEET; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 25.00 FEET; THENCE AROUND A BUILDING COLUMN AS FOLLOWS:

SOUTH 2.50 FEET; EAST 5.00 FEET; AND NORTH 2.50 FEET; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 25.00 FEET; THENCE AROUND A BUILDING COLUMN AS FOLLOWS:

SOUTH 2.50 FEET; EAST 5.00 FEET; AND NORTH 2.50 FEET; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 31.083 FEET TO AN INTERSECTION WITH SAID WEST LINE OF SOUTH WACKER DRIVE; AND THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 110.08 FEET TO THE POINT OF BEGINNING, AND EXCEPTING FROM SAID LAND, PROPERTY AND SPACE IN SAID TOWER SITE NO. 2 THAT PART THEREOF LYING BETWEEN HORIZONTAL PLANES WHICH ARE 72.50 FEET AND 107.00 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID BLOCK 80 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SOUTH WACKER DRIVE AT THAT CORNER OF SAID TOWER SITE NO. 2 WHICH IS 219.354 FEET SOUTH FROM THE INTERSECTION OF SAID WEST LINE WITH THE NORTH LINE OF SAID BLOCK 60, AND RUNNING THENCE WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 30.75 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 20.08 FEET TO AN INTERSECTION WITH THE BUILDING COLUMN CENTER LINE MARKING THE SOUTH LINE OF SAID TOWER SITE NO. 2; THENCE WEST ALONG SAID COLUMN CENTER LINE A DISTANCE OF 155.667 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID COLUMN CENTER LINE A DISTANCE OF 20.08 FEET; THENCE WEST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER LINE A DISTANCE OF 28.174 FEET TO AN INTERSECTION WITH THE DOCK LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER BETWEEN MADISON AND MONROE STREETS AS ESTABLISHED BY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 28TH DAY OF FEBRUARY, 1946; THENCE NORTHWARDLY ALONG SAID DOCK LINE A DISTANCE OF 107.692 FEET TO A POINT WHICH IS 87.50 FEET, MEASURED PERPENDICULARLY, NORTH FROM SAID COLUMN CENTER LINE AND 209.691 FEET WEST FROM SAID WEST LINE OF SOUTH WACKER DRIVE; THENCE EAST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER LINE SAID DISTANCE OF 209.691 FEET TO AN INTERSECTION WITH SAID WEST LINE OF SOUTH WACKER DRIVE; AND THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 107.58 FEET TO THE POINT OF BEGINNING, AND EXCEPTING FROM SAID LAND, PROPERTY AND SPACE IN SAID TOWER SITE NO. 2 THAT PART THEREOF LYING BETWEEN HORIZONTAL PLANES WHICH ARE 107.00 FEET AND 118.50 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID BLOCK 80 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SOUTH WACKER DRIVE AT THAT CORNER OF SAID TOWER SITE NO. 2 WHICH IS 219.354 FEET SOUTH FROM THE INTERSECTION OF SAID WEST LINE WITH THE NORTH LINE OF SAID BLOCK 80, AND RUNNING THENCE WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 30.75 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 20.08 FEET TO AN INTERSECTION WITH THE BUILDING COLUMN CENTER LINE MARKING THE SOUTH LINE OF SAID TOWER SITE NO. 2; THENCE WEST ALONG SAID COLUMN CENTER LINE A DISTANCE OF 155.667 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID COLUMN CENTER LINE A DISTANCE OF 20.08 FEET; THENCE WEST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER LINE A DISTANCE OF 28.174 FEET TO AN INTERSECTION WITH THE DOCK LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER BETWEEN MADISON AND MONROE STREETS AS ESTABLISHED BY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 28TH DAY OF FEBRUARY, 1946; THENCE NORTHWARDLY ALONG SAID DOCK LINE A DISTANCE OF 95.179 FEET TO A POINT WHICH IS 75.00 FEET, MEASURED PERPENDICULARLY, NORTH FROM SAID COLUMN CENTER LINE AND 210.26 FEET WEST FROM SAID WEST LINE OF SOUTH WACKER DRIVE; THENCE EAST ALONG A LINE

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0000-000-000-0001 (REVISION NUMBER) 100-000-000

THESE ARE THE TERMS AND CONDITIONS OF THE SALE OF THE LAND DESCRIBED IN THE ABOVE CAPTIONED INSTRUMENT, TOGETHER WITH THE DEED OF CONFIRMATION THEREON, AS SET FORTH IN THE INSTRUMENT REFERRED TO IN THESE TERMS AND CONDITIONS.

THE SALES PRICE OF THE LAND DESCRIBED IN THE ABOVE CAPTIONED INSTRUMENT, TOGETHER WITH THE DEED OF CONFIRMATION THEREON, IS \$100,000.00 (ONE HUNDRED THOUSAND DOLLARS), WHICH IS TO BE PAID AS FOLLOWS:

THE BUYER SHALL PAY TO THE SELLER AT THE TIME OF THE EXECUTION OF THESE TERMS AND CONDITIONS THE SUM OF \$20,000.00 (TWENTY THOUSAND DOLLARS) AS A DOWN PAYMENT. THE BALANCE OF \$80,000.00 (EIGHTY THOUSAND DOLLARS) SHALL BE PAID TO THE SELLER IN EQUAL ANNUAL INSTALLMENTS OF \$8,000.00 (EIGHT THOUSAND DOLLARS) PER ANNUM, BEGINNING ON THE FIRST DAY OF JANUARY, 1958, AND CONTINUING ANNUALLY ON THE FIRST DAY OF JANUARY OF EACH YEAR THEREAFTER UNTIL THE BALANCE OF \$80,000.00 (EIGHTY THOUSAND DOLLARS) HAS BEEN FULLY PAID.

THE BUYER SHALL PAY TO THE SELLER AT THE TIME OF THE EXECUTION OF THESE TERMS AND CONDITIONS THE SUM OF \$20,000.00 (TWENTY THOUSAND DOLLARS) AS A DOWN PAYMENT. THE BALANCE OF \$80,000.00 (EIGHTY THOUSAND DOLLARS) SHALL BE PAID TO THE SELLER IN EQUAL ANNUAL INSTALLMENTS OF \$8,000.00 (EIGHT THOUSAND DOLLARS) PER ANNUM, BEGINNING ON THE FIRST DAY OF JANUARY, 1958, AND CONTINUING ANNUALLY ON THE FIRST DAY OF JANUARY OF EACH YEAR THEREAFTER UNTIL THE BALANCE OF \$80,000.00 (EIGHTY THOUSAND DOLLARS) HAS BEEN FULLY PAID.

THE BUYER SHALL PAY TO THE SELLER AT THE TIME OF THE EXECUTION OF THESE TERMS AND CONDITIONS THE SUM OF \$20,000.00 (TWENTY THOUSAND DOLLARS) AS A DOWN PAYMENT. THE BALANCE OF \$80,000.00 (EIGHTY THOUSAND DOLLARS) SHALL BE PAID TO THE SELLER IN EQUAL ANNUAL INSTALLMENTS OF \$8,000.00 (EIGHT THOUSAND DOLLARS) PER ANNUM, BEGINNING ON THE FIRST DAY OF JANUARY, 1958, AND CONTINUING ANNUALLY ON THE FIRST DAY OF JANUARY OF EACH YEAR THEREAFTER UNTIL THE BALANCE OF \$80,000.00 (EIGHTY THOUSAND DOLLARS) HAS BEEN FULLY PAID.

THE BUYER SHALL PAY TO THE SELLER AT THE TIME OF THE EXECUTION OF THESE TERMS AND CONDITIONS THE SUM OF \$20,000.00 (TWENTY THOUSAND DOLLARS) AS A DOWN PAYMENT. THE BALANCE OF \$80,000.00 (EIGHTY THOUSAND DOLLARS) SHALL BE PAID TO THE SELLER IN EQUAL ANNUAL INSTALLMENTS OF \$8,000.00 (EIGHT THOUSAND DOLLARS) PER ANNUM, BEGINNING ON THE FIRST DAY OF JANUARY, 1958, AND CONTINUING ANNUALLY ON THE FIRST DAY OF JANUARY OF EACH YEAR THEREAFTER UNTIL THE BALANCE OF \$80,000.00 (EIGHTY THOUSAND DOLLARS) HAS BEEN FULLY PAID.

THE BUYER SHALL PAY TO THE SELLER AT THE TIME OF THE EXECUTION OF THESE TERMS AND CONDITIONS THE SUM OF \$20,000.00 (TWENTY THOUSAND DOLLARS) AS A DOWN PAYMENT. THE BALANCE OF \$80,000.00 (EIGHTY THOUSAND DOLLARS) SHALL BE PAID TO THE SELLER IN EQUAL ANNUAL INSTALLMENTS OF \$8,000.00 (EIGHT THOUSAND DOLLARS) PER ANNUM, BEGINNING ON THE FIRST DAY OF JANUARY, 1958, AND CONTINUING ANNUALLY ON THE FIRST DAY OF JANUARY OF EACH YEAR THEREAFTER UNTIL THE BALANCE OF \$80,000.00 (EIGHTY THOUSAND DOLLARS) HAS BEEN FULLY PAID.

THE BUYER SHALL PAY TO THE SELLER AT THE TIME OF THE EXECUTION OF THESE TERMS AND CONDITIONS THE SUM OF \$20,000.00 (TWENTY THOUSAND DOLLARS) AS A DOWN PAYMENT. THE BALANCE OF \$80,000.00 (EIGHTY THOUSAND DOLLARS) SHALL BE PAID TO THE SELLER IN EQUAL ANNUAL INSTALLMENTS OF \$8,000.00 (EIGHT THOUSAND DOLLARS) PER ANNUM, BEGINNING ON THE FIRST DAY OF JANUARY, 1958, AND CONTINUING ANNUALLY ON THE FIRST DAY OF JANUARY OF EACH YEAR THEREAFTER UNTIL THE BALANCE OF \$80,000.00 (EIGHTY THOUSAND DOLLARS) HAS BEEN FULLY PAID.

100-000-000-0001

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PERMANENT INDEX NUMBER: 17-16-200-022-0000

PARALLEL WITH SAID COLUMN CENTER LINE SAID DISTANCE OF 210.26 FEET TO AN INTERSECTION WITH SAID WEST LINE OF SOUTH WACKER DRIVE; AND THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 95.08 FEET TO THE POINT OF BEGINNING. AND EXCEPTING FROM SAID LAND, PROPERTY AND SPACE IN SAID TOWER SITE NO. 2 THAT PART THEREOF LYING BETWEEN HORIZONTAL PLANES WHICH ARE 118.50 FEET AND 141.50 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID BLOCK 80 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SOUTH WACKER DRIVE AT THAT CORNER OF SAID TOWER SITE NO. 2 WHICH IS 219.354 FEET SOUTH FROM THE INTERSECTION OF SAID WEST LINE WITH THE NORTH LINE OF SAID BLOCK 80, AND RUNNING THENCE WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 30.75 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 20.08 FEET TO AN INTERSECTION WITH THE BUILDING COLUMN CENTER LINE MARKING THE SOUTH LINE OF SAID TOWER SITE NO. 2; THENCE WEST ALONG SAID COLUMN CENTER LINE A DISTANCE OF 155.667 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID COLUMN CENTER LINE A DISTANCE OF 20.08 FEET; THENCE WEST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER LINE A DISTANCE OF 28.174 FEET TO AN INTERSECTION WITH THE DOCK LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER BETWEEN MADISON AND MONROE STREETS AS ESTABLISHED BY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 28TH DAY OF FEBRUARY, 1946; THENCE NORTHWARDLY ALONG SAID DOCK LINE A DISTANCE OF 93.677 FEET TO A POINT WHICH IS 73.50 FEET, MEASURED PERPENDICULARLY, NORTH FROM SAID COLUMN CENTER LINE AND 210.328 FEET WEST FROM SAID WEST LINE OF SOUTH WACKER DRIVE; THENCE EAST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER LINE SAID DISTANCE OF 210.328 FEET TO AN INTERSECTION WITH SAID WEST LINE OF SOUTH WACKER DRIVE; AND THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 93.58 FEET TO THE POINT OF BEGINNING, AND EXCEPTING FROM SAID LAND, PROPERTY AND SPACE IN SAID TOWER SITE NO. 2 THAT PART THEREOF LYING BETWEEN HORIZONTAL PLANES WHICH ARE 141.50 FEET AND 153.00 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID BLOCK 80 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SOUTH WACKER DRIVE AT THAT CORNER OF SAID TOWER SITE NO. 2 WHICH IS 219.354 FEET SOUTH FROM THE INTERSECTION OF SAID WEST LINE WITH THE NORTH LINE OF SAID BLOCK 80, AND RUNNING THENCE WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 30.75 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 20.08 FEET TO AN INTERSECTION WITH THE BUILDING COLUMN CENTERLINE MARKING THE SOUTH LINE OF SAID TOWER SITE NO. 2; THENCE WEST ALONG SAID COLUMN CENTER LINE A DISTANCE OF 155.667 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID COLUMN CENTER LINE A DISTANCE OF 20.08 FEET; THENCE WEST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER LINE A DISTANCE OF 28.174 FEET TO AN INTERSECTION WITH THE DOCK LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER BETWEEN MADISON AND MONROE STREETS AS ESTABLISHED BY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 28TH DAY OF FEBRUARY, 1946; THENCE NORTHWARDLY ALONG SAID DOCK LINE A DISTANCE OF 76.993 FEET TO A POINT WHICH IS 56.833 FEET, MEASURED PERPENDICULARLY, NORTH FROM SAID COLUMN CENTER LINE AND 211.088 FEET WEST FROM SAID WEST LINE OF SOUTH WACKER DRIVE; THENCE EAST ALONG A LINE PARALLEL WITH SAID COLUMN CENTER LINE SAID DISTANCE OF 211.088 FEET TO AN INTERSECTION WITH SAID WEST LINE OF SOUTH WACKER DRIVE; AND THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 76.913 FEET TO THE POINT OF BEGINNING

PARCEL 2:

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PERMANENT INDEX NUMBER: 17-16-200-022-0000

A PERPETUAL EASEMENT APPURTENANT FOR THE BENEFIT OF PARCEL 1 TO ENTER UPON AND USE AT STREET OR PLAZA LEVEL, TO CONSTRUCT AND MAINTAIN THEREON AND TO USE WALKWAYS AND OR LANDSCAPED AREAS, AND TO CONSTRUCT AND MAINTAIN SUCH SUBSURFACE AND OTHER SUPPORTS AS MAY BE NECESSARY TO SUPPORT SUCH STREET OR PLAZA LEVEL AREAS, AND FOR OTHER PURPOSES, ALL AS CREATED IN DEED DATED APRIL 18, 1980 FROM THE CITY OF CHICAGO, GRANTOR, TO JEAN L. HOMEYER, AND HER SUCCESSORS AND ASSIGNS, GRANTEE, AND RECORDED ON MAY 7, 1980 AS DOCUMENT NUMBER 25449175, OVER THE FOLLOWING DESCRIBED LAND (AND IDENTIFIED AS EXHIBITS 'A' AND 'B' IN SAID DOCUMENT NUMBER 25449175):

## EXHIBIT 'A':

THAT PART OF BLOCK 80 AND THAT PART OF THE LAND, IF ANY, LYING WEST OF AND ADJOINING SAID BLOCK 80, IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A WESTWARD EXTENSION OF THE NORTH LINE OF SAID BLOCK 80 WITH THE DOCK LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS ESTABLISHED BY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 28TH DAY OF FEBRUARY, 1946, AND RUNNING THENCE EAST ALONG SAID WESTWARD EXTENSION AND ALONG SAID NORTH LINE OF BLOCK 80, A DISTANCE OF 10.33 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE OF BLOCK 80, A DISTANCE OF 15.85 FEET; THENCE EAST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF BLOCK 80, A DISTANCE OF 14.75 FEET; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 3.00 FEET; THENCE WEST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF BLOCK 80 A DISTANCE OF 0.49 OF A FOOT; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 12.85 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID BLOCK 80; THENCE EAST ALONG SAID NORTH LINE OF BLOCK 80 A DISTANCE OF 11.41 FEET TO A POINT 36.00 FEET EAST FROM SAID POINT OF INTERSECTION OF THE WESTWARD EXTENSION OF THE NORTH LINE OF BLOCK 80 WITH SAID DOCK LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE OF BLOCK 80, A DISTANCE OF 30.00 FEET; THENCE WEST, PARALLEL WITH THE NORTH LINE, AND WESTWARD EXTENSION THEREOF, OF BLOCK 80, A DISTANCE OF 37.30 FEET TO AN INTERSECTION WITH SAID DOCK LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER; AND THENCE NORTHWARDLY ALONG SAID DOCK LINE, A DISTANCE OF 30.03 FEET, TO THE POINT OF BEGINNING.

## EXHIBIT 'B':

THAT PART OF BLOCK 80 IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF SAID BLOCK 80 AT A POINT 9.87 FEET EAST FROM THE POINT OF INTERSECTION OF SAID SOUTH LINE WITH THE DOCK LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS ESTABLISHED BY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 28TH DAY OF FEBRUARY, 1946, AND RUNNING THENCE EAST ALONG SAID SOUTH LINE OF BLOCK 80 A DISTANCE OF 10.13 FEET; THENCE NORTH ALONG A LINE PERPENDICULAR TO SAID SOUTH LINE OF BLOCK 80, A DISTANCE OF 20.00 FEET; THENCE WEST, PARALLEL WITH SAID SOUTH LINE OF BLOCK 80, A DISTANCE OF 19.12 FEET TO AN INTERSECTION WITH SAID DOCK LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHWARDLY ALONG SAID DOCK LINE A DISTANCE OF 2.72 FEET TO AN

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1902.

CLERK OF THE COUNTY OF COOK, ILLINOIS

THE COUNTY OF COOK, ILLINOIS, BEING FIRST AND FOREMOST, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS THE SAME APPEARS TO ME BY THE RECORDS OF THE COUNTY OF COOK, ILLINOIS, IN THE OFFICE OF THE CLERK OF SAID COUNTY, ILLINOIS, AT CHICAGO, ILLINOIS, THIS 1st DAY OF JANUARY, 1902.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1902.

CLERK OF THE COUNTY OF COOK, ILLINOIS

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PERMANENT INDEX NUMBER: 17-16-200-022-0000

INTERSECTION WITH A LINE 17.28 FEET, MEASURED PERPENDICULARLY, NORTH FROM AND PARALLEL WITH SAID SOUTH LINE OF BLOCK 80; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 9.11 FEET TO AN INTERSECTION WITH A LINE PASSING THROUGH SAID POINT OF BEGINNING AND PERPENDICULAR TO SAID SOUTH LINE OF BLOCK 80; AND THENCE SOUTH ALONG SAID PERPENDICULAR LINE A DISTANCE OF 17.28 FEET TO THE POINT OF BEGINNING;

## PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 OF SUPPORT FROM CAISSONS, COLUMNS AND OTHER SUPPORTS AND FOR USE OF PARKING GARAGE; AN EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 TO INSTALL, OWN, USE, MAINTAIN, REPAIR AND REPLACE EQUIPMENT LISTED ON EXHIBIT "C" TO THE INSTRUMENT HEREINAFTER REFERRED TO, TOGETHER WITH RIGHT OF ACCESS THERETO; A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 OF SUPPORT AND ENCLOSURE FROM WALLS, HORIZONTAL SLABS, CEILINGS AND FLOORS; EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR ENCROACHMENTS; AND NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 TO GO UPON CERTAIN PROPERTY DESCRIBED IN THE INSTRUMENT HEREINAFTER REFERRED TO FOR CONSTRUCTION, REPAIR AND REPLACEMENT OF CERTAIN FACILITIES AS SET FORTH IN AND CREATED BY AN INSTRUMENT ENTITLED "THE CHICAGO MERCANTILE EXCHANGE CENTER EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS", DATED JULY 22, 1981, ENTERED INTO AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 48268 (HEREINAFTER CALLED TRUST NUMBER 48268), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 51234 (HEREINAFTER CALLED TRUST NUMBER 51234) AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 51235 (HEREINAFTER CALLED TRUST NUMBER 51235) AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS FOR COOK COUNTY, ILLINOIS, AS DOCUMENT 25945760 AS SAID AGREEMENT HAS BEEN AMENDED BY ( I ) AN AGREEMENT ENTITLED "AMENDMENT OF THE CHICAGO MERCANTILE EXCHANGE CENTER EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS" DATED FEBRUARY 17, 1982 ENTERED INTO AMONG TRUST NO. 48268, TRUST NO. 51234 AND TRUST NO. 51235 AND RECORDED IN THE AFORESAID RECORDER'S OFFICE AS DOCUMENT 26442825, AND ( II ) AN AGREEMENT ENTITLED "SECOND AMENDMENT OF THE CHICAGO MERCANTILE EXCHANGE CENTER EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS" DATED DECEMBER 14, 1983 ENTERED INTO AMONG TRUST NO. 48268, TRUST NO. 51234 AND TRUST NO. 51235 AND RECORDED IN THE AFORESAID RECORDER'S OFFICE AS DOCUMENT NO. 26696093 (SAID AGREEMENT, AS MODIFIED AFORESAID, HEREINAFTER CALLED THE REA), IN, ON, OVER, UPON AND UNDER CERTAIN REAL PROPERTY THEREIN MORE PARTICULARLY DESCRIBED TOGETHER WITH ALL OF THE RIGHTS, POWERS, EASEMENTS, PRIVILEGES AND BENEFITS UNDER THE REA ACCRUING TO THE OWNER OF PARCEL 3, ITS SUCCESSORS, LEGAL REPRESENTATIVES AND ASSIGNS.

## PARCEL 4:

BEING AN EASEMENT, IN PERPETUITY, FOR AIR RIGHTS AT VARIOUS LEVELS ABOVE CHICAGO CITY DATUM AND FOR A SUPPORTING COLUMN DESIGNATED AS PARCEL C, BOTH FOR THE PURPOSE OF CONSTRUCTION OF IMPROVEMENTS ON THE 10 SOUTH WACKER DRIVE BUILDING AS SET FORTH IN EASEMENT DATED OCTOBER 14, 1985 AND RECORDED NOVEMBER 6, 1985 AS DOCUMENT 85 270 645 THE LEGAL DESCRIPTION IS AS FOLLOWS:

## PARCEL 'A':

ALL OF THE PROPERTY AND SPACE LYING BETWEEN HORIZONTAL PLANES WHICH ARE 45.38 FEET AND 566.45 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF BLOCK 80 IN SCHOOL SECTION ADDITION

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THE COURT OF APPEALS IN THIS CASE HAS REVERSED THE DECISION OF THE TRIAL COURT AND HAS ORDERED THAT THE APPELLANT BE REINSTATED TO HIS POSITION AS A MEMBER OF THE BOARD OF DIRECTORS OF THE COMPANY. THE COURT HAS ALSO ORDERED THAT THE APPELLANT BE COMPENSATED FOR THE LOSS OF HIS POSITION AND FOR THE COSTS OF HIS DEFENSE. THE COURT HAS ORDERED THAT THE APPELLANT BE REINSTATED TO HIS POSITION AS A MEMBER OF THE BOARD OF DIRECTORS OF THE COMPANY. THE COURT HAS ALSO ORDERED THAT THE APPELLANT BE COMPENSATED FOR THE LOSS OF HIS POSITION AND FOR THE COSTS OF HIS DEFENSE.

THE COURT OF APPEALS IN THIS CASE HAS REVERSED THE DECISION OF THE TRIAL COURT AND HAS ORDERED THAT THE APPELLANT BE REINSTATED TO HIS POSITION AS A MEMBER OF THE BOARD OF DIRECTORS OF THE COMPANY. THE COURT HAS ALSO ORDERED THAT THE APPELLANT BE COMPENSATED FOR THE LOSS OF HIS POSITION AND FOR THE COSTS OF HIS DEFENSE. THE COURT HAS ORDERED THAT THE APPELLANT BE REINSTATED TO HIS POSITION AS A MEMBER OF THE BOARD OF DIRECTORS OF THE COMPANY. THE COURT HAS ALSO ORDERED THAT THE APPELLANT BE COMPENSATED FOR THE LOSS OF HIS POSITION AND FOR THE COSTS OF HIS DEFENSE.

THE COURT OF APPEALS IN THIS CASE HAS REVERSED THE DECISION OF THE TRIAL COURT AND HAS ORDERED THAT THE APPELLANT BE REINSTATED TO HIS POSITION AS A MEMBER OF THE BOARD OF DIRECTORS OF THE COMPANY. THE COURT HAS ALSO ORDERED THAT THE APPELLANT BE COMPENSATED FOR THE LOSS OF HIS POSITION AND FOR THE COSTS OF HIS DEFENSE. THE COURT HAS ORDERED THAT THE APPELLANT BE REINSTATED TO HIS POSITION AS A MEMBER OF THE BOARD OF DIRECTORS OF THE COMPANY. THE COURT HAS ALSO ORDERED THAT THE APPELLANT BE COMPENSATED FOR THE LOSS OF HIS POSITION AND FOR THE COSTS OF HIS DEFENSE.

THE COURT OF APPEALS IN THIS CASE HAS REVERSED THE DECISION OF THE TRIAL COURT AND HAS ORDERED THAT THE APPELLANT BE REINSTATED TO HIS POSITION AS A MEMBER OF THE BOARD OF DIRECTORS OF THE COMPANY. THE COURT HAS ALSO ORDERED THAT THE APPELLANT BE COMPENSATED FOR THE LOSS OF HIS POSITION AND FOR THE COSTS OF HIS DEFENSE. THE COURT HAS ORDERED THAT THE APPELLANT BE REINSTATED TO HIS POSITION AS A MEMBER OF THE BOARD OF DIRECTORS OF THE COMPANY. THE COURT HAS ALSO ORDERED THAT THE APPELLANT BE COMPENSATED FOR THE LOSS OF HIS POSITION AND FOR THE COSTS OF HIS DEFENSE.

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County Clerk's Office

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PERMANENT INDEX NUMBER: 17-16-200-022-0000

TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF BLOCK 80 WHICH IS 168.58 FEET (AS MEASURED ALONG SAID NORTH LINE) WEST OF THE WEST LINE OF SOUTH WACKER DRIVE, AS SAID WEST LINE IS PRESENTLY IMPROVED AND OCCUPIED, BEING THE WEST LINE OF THE EAST 54.00 FEET OF SAID BLOCK 80 AS SURVEYED AND MARKED BY THE CITY OF CHICAGO PURSUANT TO THE ORDINANCE RELATING TO THE WACKER DRIVE ROUTE OF THE COMPREHENSIVE SUPER HIGHWAY SYSTEM PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 5TH DAY OF SEPTEMBER 1946, AND RUNNING THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE SAID NORTH LINE OF BLOCK 80 A DISTANCE OF 30.00 FEET; THENCE WEST ALONG A LINE WHICH IS 30.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF BLOCK 80 A DISTANCE OF 28.55 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 7.24 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 8.63 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 10.07 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 8.63 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 12.65 FEET TO THE NORTH LINE OF SAID BLOCK 80; THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 21.35 FEET TO THE POINT OF BEGINNING.

#### PARCEL B:

ALL OF THAT PROPERTY AND SPACE LYING BETWEEN HORIZONTAL PLANES WHICH ARE 21.00 FEET (NOMINAL PLAZA ELEVATION) AND 45.38 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF BLOCK 80 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF BLOCK 80 WHICH IS 168.58 FEET (AS MEASURED ALONG SAID NORTH LINE) WEST OF THE WEST LINE OF SOUTH WACKER DRIVE, AS SAID WEST LINE IS PRESENTLY IMPROVED AND OCCUPIED, BEING THE WEST LINE OF THE EAST 54.00 FEET OF SAID BLOCK 80 AS SURVEYED AND MARKED BY THE CITY OF CHICAGO PURSUANT TO THE ORDINANCE RELATING TO THE WACKER DRIVE ROUTE OF THE COMPREHENSIVE SUPER HIGHWAY SYSTEM PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 5TH DAY OF SEPTEMBER 1946, AND RUNNING THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE OF BLOCK 80 A DISTANCE OF 9.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG SAID PERPENDICULAR LINE A DISTANCE OF 20.72 FEET; THENCE WEST ALONG A LINE WHICH IS 30.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF BLOCK 80 A DISTANCE OF 15.27 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 12.68 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO LAST DESCRIBED LINE A DISTANCE OF 10.00 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 8.00 FEET; THENCE EAST ALONG A LINE PERPENDICULAR WITH LAST DESCRIBED LINE A DISTANCE OF 5.31 FEET TO THE POINT OF BEGINNING.

#### PARCEL C:

ALL OF THE PROPERTY AND SPACE LYING BETWEEN HORIZONTAL PLANES WHICH ARE 21.00 FEET (NOMINAL PLAZA ELEVATION) AND 45.38 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF BLOCK 80 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

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PERMANENT INDEX NUMBER: 17-16-200-022-0000

THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS::

BEGINNING AT A POINT ON THE NORTH LINE OF BLOCK 80 WHICH IS 176.23 FEET (AS MEASURED ALONG SAID NORTH LINE) WEST OF THE WEST LINE OF SOUTH WACKER DRIVE, AS SAID WEST LINE IS PRESENTLY IMPROVED AND OCCUPIED, BEING THE WEST LINE OF THE EAST 54.00 FEET OF SAID BLOCK 80 AS SURVEYED AND MARKED BY THE CITY OF CHICAGO PURSUANT TO THE ORDINANCE RELATING TO THE WACKER DRIVE ROUTE OF THE COMPREHENSIVE SUPER HIGHWAY SYSTEM PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 5TH DAY OF SEPTEMBER 1946, AND RUNNING THENCE SOUTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 4.74 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 3.70 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH WACKER DRIVE A DISTANCE OF 4.74 FEET TO THE NORTH LINE OF SAID BLOCK 80; THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 3.70 FEET TO THE POINT OF BEGINNING.

PARCEL D:

ALL OF THE PROPERTY AND SPACE LYING BETWEEN HORIZONTAL PLANES WHICH ARE 21.00 FEET (NOMINAL PLAZA ELEVATION) AND 51.00 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF BLOCK 80 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS::

BEGINNING AT A POINT ON THE NORTH LINE OF BLOCK 80 WHICH IS 192.03 FEET (AS MEASURED ALONG SAID NORTH LINE) WEST OF THE WEST LINE OF SOUTH WACKER DRIVE AS SAID WEST LINE IS PRESENTLY IMPROVED AND OCCUPIED, BEING THE WEST LINE OF THE EAST 54.00 FEET OF SAID BLOCK 80 AS SURVEYED AND MARKED BY THE CITY OF CHICAGO PURSUANT TO THE ORDINANCE RELATING TO THE WACKER DRIVE ROUTE OF THE COMPREHENSIVE SUPER HIGHWAY SYSTEM PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 5TH DAY OF SEPTEMBER 1946, AND RUNNING THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE OF BLOCK 80 A DISTANCE OF 24.00 FEET; THENCE WEST ALONG A LINE WHICH IS 24.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF BLOCK 80 A DISTANCE OF 23.54 FEET TO AN INTERSECTION WITH THE DOCK LINE ON THE EAST SIDE OF THE SOUTH BRANCH OF THE CHICAGO RIVER BETWEEN MADISON AND MONROE STREETS AS ESTABLISHED BY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 28TH DAY OF FEBRUARY 1946; THENCE NORTHEASTWARDLY ALONG SAID DOCK LINE A DISTANCE OF 24.02 FEET TO SAID NORTH LINE OF BLOCK 80; THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 32.50 FEET TO THE POINT OF BEGINNING.

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