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#### **AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into as of day of March, 1995, by and between Burton/LaSalle Development Corporation, an Illinois corporation ("Burton") and American National Bank and Trust Company of Chicago, personally, but as Trustee under Trust Number RV-012388, dated May 5, 1994, ("collectively referred to as Burton") and LaSalle Street Building dom., Illinois corporation ("LaSalle") an and Cosmopolitan National Bank and Trust Company of Chicago, personally, but as fructee under Trust Agreement 28203, dated July 24, 1988 and the David Yablong Declaration of Trust dated April 28, 1992 ("collectively referred to as LaSalle"). DEPT-01 RECORDING

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T#6555 TRAN 6478 03/28/95 13:45:00 #9199 # JJ \*-75-208442

WHEREAS, American National Back and Trust Company of Chicago, not personally, but as Trustee under Trust Number RV-012388, dated May 5, 1994, is the owner of that property described on Exhibit A appended hereto commonly known as 1430 N. LaSalle, Chicago, Illinois ("North Property"); and

WHEREAS, Cosmopolitan National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Agreement 28203, dated July 24, 1988, is owner of that property described on Exhibit B appended hereto commonly known as 1422-1426 N. LaSalle, Chicago, Illinois ("South Property"); and

WHEREAS, LaSalle may in the future convey its interests in the South Property;

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WHEREAS, Burton/LaSalle Development Corporation is in the process of constructing certain improvements upon the North Property pursuant to an agreement with the owner of the North Property, to develop the North Property as a townhouse development ("the Building"); and

whereas, the south wall of the Building will be constructed at or near the North lot line of the South Property; and

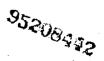
WHERE'S LaSalle may in the future construct certain improvements upon the South Property up to or abutting the south wall of the Building, subject to the terms of this Agreement;

whereas, the parties desire that the covenants and agreements set forth herein run with the land and bind all future owners and users of the North Parcel and South Parcel;

NOW THEREFORE, in consideration of the mutual promises made herein, the parties covenant and agree as follows:

#### Witnesseth

- 1. Limitations on Construction. Burton may include (but is not obligated to include) no more than one (1) glass block window in each internal stairwell in each unit on the south wall of the Building. Each window may have dimensions no longer than 2 feet in height and no more than 5 feet and 4 inches in width, and contain no vents. The glass to be used will be high distortion glass block.
- 2. No Right to Light or Ventilation. Except as set forth herein to the contrary, Burton acknowledges that the there is no right to light or ventilation from the south of the Building,



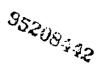
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including for the stairwell described in Article 1, and understands that the windows may be obstructed by the construction of a building on the South Property. However, the North Property does have a right to light and ventilation from the south of the its south property line with respect to the most westerly 11.5 feet of its south property line, and otherwise described in Article 5 of this Agreement; the South Property does have a right to light and ventilation from the north of its north property line with respect to the most westerly 11.5 feet of its north property line.

3. Approval of Plans. LaSalle has reviewed the plans for the construction of the Euilding and acknowledges that the Building constructed is in full compliance with all the requirements of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago ("the Ordinance"). Further, LaSalle will not, directly or indirectly, for itself or through a nominee, as a consultant or participant, in any way or manner, object to or in any way interfere with or prevent (or attempt to do so) the construction of the Building and/or the development on the North Property. The Building as constructed may encroach onto the South Property, which encroachment, if any, is acknowledged and accepted by LeSalle, for which it grants a license, without any payment being required of Burton.

#### 4. Zoning Lot.

4.1. The North Property agrees that the South Property may use the North Property as part of one zoning lot, after the south wall of the Building is substantially completed. Subject to the



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provisions of Section 4.2. of this Agreement, a new structure on the South Property may abut the Building so long as the new structure on the South Property is independent of the Building in all respects, including but not limited to, structure, support, utilities, heat and ventilation.

- 4.2. In the event any new structure on the South Property must have a connection to the Building to satisfy the requirements of the Ordinance, that connection shall only be allowed in the event (i) the connection will be the most minimal necessary to satisfy the requirements of the Ordinance and to permit the parcels to be designated as one (1) zoning lot; and (ii) the connection will not cause damage or material alteration to the North Property or the Building or any other improvements on the North Property. costs and expenses required to be incurred pursuant to the terms of this section 4.2. of this Agreement shall be borne by LaSalle, with Burton not being obligated to incur any costs or expenses with respect to same. Further, Burton is not required to agree to or take any other action affecting the North Property except as required by this section 4.2. Burton will cooperate with LaSalle in regard to this section 4.2. of this Agreement, at no cost to Burton.
- LaSalle agrees to indemnify, defend and hold Burton harmless of and from any and all loss, liability, damage, cost or expense (including, without limitation, court costs and reasonable Attorneys' fees) it may suffer, sustain or incur by reason of or arising from or in connection with the construction of any

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improvement whatsoever on the South Property and/or any matters arising out of or related to the use of the North Property as described in this Article 4. In the event any such matter arises, Burton and/or the then owner, or owners, of the North Property shall give LaSalle notice of such matter, and LaSalle shall cure such matter within forty-five (45) days after the service on it of said notice.

- 4.4. The owners of each of the described parcels of property shall be responsible for the maintenance of their respective parcels and the improvements thereon, at their own expense.
- 5. <u>Development of South Property</u>. Burton and the owners of the North Property will not object to LaSalle's development of a multi-story, multi-unit residential development on the South Property. That development may be higher than 75 feet and may require zoning variances, including but not limited to:
  - a. Zero side and front yards;
  - b. Zero rear yard;
  - c. No loading docks;
  - d. Reduction in required parking;
  - e. Reduction in handicapped parking;
  - f. Reduction in handicapped provisions;
  - g. Number and type of units;
  - h. Square footage and bulk;
  - i. 15% increase in the floor area ratio; and
  - j. Any other variances that are necessary to carry out the intentions of this agreement.

The owners of the North Property will not, directly or indirectly, for itself or through a nominee, as a consultant or participant, in any way or manner, object to or interfere with any zoning variances, administrative exceptions or building permits sought by the current or future owners of the South Property as may

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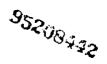
be necessary to comply with this paragraph.

LaSalle will not request any relief as set forth in this Paragraph and in no event will LaSalle construct any improvements except as set forth in this Paragraph in the northwest corner of the South Property which shall be left as a rear yard with the minimum dimensions of 11.5 feet along the western property line of the South Property by 15 feet along the northern property line of the South Property. The above described rear yard shall begin at a height of 11.5 feet above grade so long as no use of any kind takes place on the roof of any structure located within that area, or 6.5 feet above grade if the use is limited to a deck or patio.

Nothing in this Agreement shall (i) construe the improvements to constructed at the south property line of the North Property as a party wall; or (ii) create any obligation to maintain, repair or replace any improvements constructed on the property of another party.

LaSalle may in the future construct certain improvements upon the South Property up to or abutting the south wall of the Building, subject to the terms of this Agreement; it is possible that the improvements may encroach onto the North Property if they are constructed up to or abutting the south wall of the Building. Such an encroachment, if any, will be acknowledged and accepted by Burton, for which it will grant a license, without any payment being required of LaSalle.

6. Remedies. Unless otherwise set forth in this Agreement, the sole remedy of the parties with respect to any matter arising



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out of or related to this Agreement shall be to seek injunctive relief to obtain an order requiring the performance by the other party of any obligation pursuant to this Agreement.

- 7. Recording of This Agreement. This Agreement shall be recorded by the Cook County Recorder of Deeds and the covenants set forth herein shall be deemed to run with the land.
- 8. Attorney's Fees. In the event of any litigation or other proceeding to enforce or interpret any right, obligation, or liability under this Agreement, the prevailing party shall be entitled to recover all reasonable costs and attorney's fees incurred as a result thereof, in addition to such other relief as may be awarded by the court
- 9. Notice to Parties. All notices herein required shall be in writing and shall be served on the parties (with copies to be served on the persons at the indicated addresses listed below in every instance a notice is served on a party) at the addresses listed below unless otherwise notified in writing:

TO BURTON:

MS. PATRICIA M. BERRY 9305 South Millard Avenue Chicago, Illinois 60641 (312) 283-5978 (facsimile)

Copy to:

MR. MICHAEL AUFRECHT 312 West Randolph Street 4th Floor Chicago, Illinois 60606 (312) 263-5759 (facsimile)



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#### TO LaSALLE:

DAVID YABLONG 1426 N. LaSalle Street Chicago, Illinois (312) 337-2276 (facsimile)

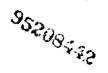
#### Copy to:

JEFFREY STRANGE Jeffrey Strange & Associates 717 Ridge Road Wilmotte, Illinois 60091 (708) 256-7377 (facsimile)

The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient notice. Notices may also be served by any party by overnight delivery/mail or personal delivery to all parties required to be served notice by this Agreement, or by the use of a facsimile machine to all parties required to be served notice by this Agreement, with a copy of the notice and proof of transmission being sent by regular mail to each party served, on the date of transmission.

#### 10. Construction.

- A. Governing Law. This Agreement shall be construed and interpreted pursuant to the laws of the State of Illinois.
- B. Entire and Sole Agreement. This Agreement embodies the entire agreement of the parties and can be modified only by written instrument subscribed to by all of the parties hereto, and supersedes any and all prior agreements, negotiations, representations or other matters by and between the parties hereto relating to the subject matter hereof.



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- Singular and Plural. Whenever used herein, the singular number shall include the plural, and the plural number shall include the singular when appropriate.
- **Headings and Captions.** The headings and captions herein are inserted for convenient reference only and the same shall not limit or construe the paragraphs or sections to which they apply or otherwise affect the interpretation hereof.
- Gentar. Words of the masculine, feminine, or neuter E. gender shall mean and include the correlative words of other genders and words incorting the singular number shall mean and include the plural number and vice versa.
- Persons. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- Recitals and Exhibits. The recitals and Exhibits set G. forth in this Agreement, be and are made a part of this Agreement, as though expressly set forth and contained herein.
- H. Drafter of the Document. Neither of the parties hereto or the parties' respective attorneys shall be deemed the (rafter of this Agreement in any litigation, or other proceeding which hereafter may arise between or among them, which Agreement was the result of negotiations between the parties and their respective attorneys.

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Severability. Nothing contained in this Agreement shall I. be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between the provisions of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to the Agreement, the latter shall prevail, but in such event the provision of this Agreement thus effected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law. In the event that any part, section, or clause of this Agreement shall be held to be indefinite, invalid, or otherwise unenforceable, the entire agreement shall not fail on account thereof and the balance of the agreement shall constitute in full force and effect. If any court deems any provision hereof (other than of the payment of money) unreasonable or unenforceable, said court may declare a reasonable modification thereof an this Agreement shall be valid and enforceable and the parties hereto agree to be bound by and perform the same as thus modified. is not possible to modify a provision for the purpose of complying with the then existing law, then that provision shall be eliminated for the purpose of this Agreement.

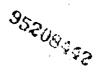
#### 11. Miscellaneous.

A. Inurement. All covenants, representations, warranties and agreements of the parties contained herein shall be binding upon and inure to the benefit of their respective heirs, successors and permitted assigns.

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- B. <u>Time is of the Essence</u>. Time is the essence of this Agreement. In the computation of a period of time provided for in this Agreement or by law, the day of the act or event from which said period of time runs shall be excluded and the last day of such period shall be included, unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday, or legal holiday.
- c. <u>Venue and Jurisdiction</u>. The parties agree and consent that venue and jurisdiction with respect to any litigation with respect to this Agreement and any related matters shall be fixed in the County of Cook in the State of Illinois.
- D. <u>Counterparts</u>. This \*\*Igreement may be executed in multiple duplicate originals, each one or which shall be deemed and considered an original.
- E. Amendment and Waiver. No term or provision of this Agreement may be altered, amended, changed, waived, terminated or modified in any respect or particular except by written instrument signed by or on behalf of the party to be charged therewith. No waiver by either party of any breach hereunder shall be deemed a waiver of any other or any subsequent breach.
- F. <u>Further Assurances</u>. The parties each agree to execute and deliver such further documents and to take all such further actions as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

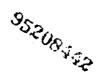


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G. <u>Survival and Benefit</u>. All representations, warranties, agreements, obligations and indemnities of the parties shall notwithstanding any investigation made by any party hereto, survive and the same shall inure to the benefit of and be binding upon the respective successors of the parties.

H. No Third Party Benefits. This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and assigns and no third party is intended to or shall have any rights nereunder.



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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf at Chicago, Illinois, on the date first written above.

"Burton"

Burton/LaSalle Development Corporation, an Illinois Corporation

ATTEST:

American National Bank and Trust Company of Chicago

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By:

as Trustee

"LaSalle"

LaSalle Street Building Corp., an Illinois Corporation

By:

President

ATTEST:

Cosmopolitan Bank and Trust as trustee under trust no. 28203 dtd July 7, 1987 and not personally. For signatures and exculpatory provisions, see rider hereto attached which is expressly incorporated herein and made a part hereof.

By: , as Trustee

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This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as afores aid, has caused these presents to be signed by one of its Officers, and its corporate seal to be the euroto affixed the day and year first above written.



AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee, as aforesaid, and not personally,

By Mein

Michael Wang

TRUST OFFICER

STATE OF ILLINOIS COUNTY OF COOK

ANNETTE G. FLOOD , a Notary Public in and for said County, in the state aforesaid, do hereby certify Michael Wang an officer of American National Bank and Trust Company of Chicago personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this day of MAR 2 7 1995

"OFFICIAL SEAL."
ANNETTE G. FLOOD
Notary Public, State of Illinois
My Commission Expires 10/20/98

NOTARY PUBLIC

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but its day

This instrument is executed by the COSMOPOLITAN BANK AND TRUST, not personally, but solely as Trustee, in exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by the COSMOPOLITAN BANK AND TRUST are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be constitued accordingly, and no personal liability shall be asserted or be enforceable against the COSMOPOLITAN BANK AND TRUST by reason of any of the terms, provisions, stipulations, coveraits, conditions, and/or statements contained in this instrument.

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Notary Public

NOTARY PUBLIC, STATE OF MY COMMISSION EXPIRES

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STATE OF ILLINOIS )
) SS.
COUNTY OF C O O K )

Mary Gudek I, Robert W Wigoda, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Patricia M. Berry of Burton/LaSalle Development Corporation, not personally but solely as President of aforesaid Corporation and Patricia M. Berry, of said corporation who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, 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 corporation, for the uses and purposes therein set Forth; and the said Patricia M. Berry then and there acknowledged that she as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as her own free and voluntary act and the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this  $15^{12}$  day of March, 1995.

Man, Madele Notary (Public

My commission expires:

11/17/98

\*\*CFFICIAL SEAL\*\*

\*\*CFFICIAL SEAL\*\*

\*\*Notary Public State of Illinois \*\*

\*\*My Commissi in Expires 11/17/98 \*\*

\*\*Supplementary Commission Expires 11/17/98 \*\*

\*\*Supplementary Commission Commission Expires 11/17/98 \*\*

\*\*Supplementary Commission Expires 11/17/98 \*\*

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COUNTY OF COOK )
County, in the State aforesaid, DO HEREBY CERTIFY that David Yablong of LaSalle Street Building Corp., not personally but solely as President of aforesaid Corporation and Inez Yablong, of said corporation who are personally known to me to be the same persons whose pages are subscribed to the foregoing instrument as such President and Secretary respectively, 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 corporation, for the uses and purposes therein set forth; and the said Inez Yablong then and there acknowledged that he as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and the free and voluntary act of said corporation, for the uses and purposes therein set forth.
voluntary act of said corporation, for the uses and purposes therein set forth.  Given under my hand and obtarial seal this day of March, 1995.  Notary Public  My commission expires:
My commission expires:

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STATE OF ILLINOIS ) SS.			
COUNTY OF COOK )			•
<b>I.</b>	. a Notary Pub	lic. in and	for said
I, County, in the State aforesa	id, DO HEREBY CE	RTIFY that _	
Trust Company of Chicago,	of Amer:	lcan National	. Bank and
personally but as Trustee un	der Trust Agreem	ent dated May	8, 1985,
as known as Trust No. 064241	L-0-5 and		
of sa	id Bank who are	personally kr	nown to me
to be the same persons whose			
instrument as such respectively, appeared be	fore me this	day in pe	rson and
acknowledged that they signe	d and delivered b	the said inst	rument as
their own free and voluntary of said Bank, as Trustee, f	act and as the i	tree and volu	intary act
acknowledged (he/she), as cu	stodian of the o	orporate sea	l of said
Bank, caused the corporate s instrument as the free and v	eal of said Bank Sluntary act of s	to be allixe Bank, as	ed to sald Trustee.
for the uses and purposes th			, 1140404,
	T	1. J	
GIVEN under my hand and 1995.	nocarial seal ti	nis day	or March,
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	<sup>4</sup> D <sub>x</sub>	the property to the programme in the	, <sup>4</sup> .
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My commission expires:		2,	* **
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		otary Public	

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STATE OF ILLINOIS ) ) SS.
COUNTY OF COOK )
I, Todd W. Cordell , a Notary Fublic, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that  Dennis M. Sheen , Vice Pres. and of Cosmopolitan Bank and Trust of Chicago, a national banking association, not personally but as Trustee under Trust Agreement dated 7/7/87 , as known as Trust No. 28203 and Teri M. Doran Land Trust Administrator of said Bank who are personally known to me
Land Trust Administrator of said Bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such <u>Vice Pres.&amp; Trust Off</u> , and <u>Land Trust Administrator</u> respectively, 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 Bank, as Trustee, for the uses and purposes therein set forth; and the said <u>Land Trust Administrator</u> then and there acknowledged (he/she), as custodian of the corporate seal of said Bank, caused the corporate seal of said Bank to be affixed to said instrument 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 23rd day of March, 995.
Notary Public  Notary Public  9-19-98

OFFICIAL SEAL TODD W. CORDELL NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 9-19-98

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03-49-95 02:40PM FRON WLGODA & WLGODA

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#### exhibit a

THE NORTH 1/2 OF THE EAST 1/2 OF THAT PART WEST LASALLE STREET OF LOT 117 IN BRONSON'S ADDITION CHICAGO, ALSO THE NORTH 15 FEET OF THE EAST 172 PEET OF LOT 2 IN THE COUNTY CLERK'S RESUBDIVISION OF LOT 117 IN BRONSON'S ADDITION TO CHICAGO (EXCEPT THAT PART OF THE NORTH 15 FEET OF SUBDIVISION LOT 2 OF COUNTY CLERK'S division of Lot 117 of Bronson's Addition to Chicago in THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PHINCIPAL MERIDIAN, LYING BETWEEN THE WEST LINE OF NORTH LASALLE STREET AND A LINE 14 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF NORTH LABALLE STREFY CONVEYED TO THE CITY OF CHICAGO BY DOCUMENT 1079555 RECORDED NOVEMBER 21, 1930 ALL IN COOK COUNTY, ILLINCIA.

Permanent Real Estate Index Number:

17-04-205-018-0000

Address of Real Estaton 1430-32 North LaSalle Street, Chicago, IL

preparedby mail to MARY GRAdEK Levinson, MURRAGE Jensen's 312 West Randolph S# 400 Chgo, IL Cococe

85200 VI

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2-08-95 02:40PM PXON WIGODA L WIGODA CIAL COPY

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#### EXELBIT B

THE SOUTH 34.50 FRET OF THE RAST 172.00 FEET OF LOT 2 IN COUNTY CLERK'S RESURDIVISION OF LOT 117, IN BRONSON'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART LYING BETWEEN THE WEST LINE OF N. LASALLE STREET AND A LINE 14 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF N. LASALLE STREET, IN COOK COUNTY, ILLINOIS, 10GETHER WITH ALL OF LOTS 14, 15 AND 16 EXCEPT THAT PARTS OF SAID LOTS LYING BETWEEN THE WEST LINE OF N. LASALLE STREET IN ABSESSOR'S DIVISION OF LOTS 13, 94, 99, 101 AND 102 AND PARALLEL WITH THE WEST LINE OF N. LASALLE STREET IN ABSESSOR'S DIVISION OF LOTS 13, 94, 99, 101 AND 102 AND FART OF LOTS 95, 96, 97 AND 100 OF BRONSON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estaté Index Numbers:

17-04-205-019

17-04-205-025

17-04-205-026

Address of Real Estate: 1422-26 North LaSalle Street, Chicago, IL

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