

UNOFFICIAL COPY

97271852

DEPT-01 RECORDING \$41.00
T#0012 TRAN 4756 04/18/97 14:48:00
#7931 CG *-97-271852
COOK COUNTY RECORDER

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS ("Declaration") is made as of April 15, 1997 by American National Bank and Trust Company of Chicago Trustee under a trust agreement dated April 1, 1994 and known as trust No. 117995-09.

RECITALS:

- A. Declarant is the owner of the land, property and space legally described on Exhibit "A" attached hereto and made a part hereof (the Total Parcel)
- B. By virtue of the Bicycle Station Lofts Condominium Declaration recorded with the Recorder of Deeds of Cook County, Illinois simultaneous with this Declaration, the Total Parcel will be divided into two (2) separate parcels of real estate.
- C. The land, property and space legally described on Exhibit "B" attached hereto and made a part hereof (the "Loft Parcel") is improved with a residential condominium development containing (i) approximately 53 residential condominium units (ii) 42 outdoor parking spaces and 16 garages, and automobile and pedestrian entrances, trash disposal areas, delivery and loading areas and other amenities related thereto. For purposes hereof, the term "Loft Property" shall mean the Loft Parcel and all structures, improvements and fixtures now or hereafter located on or within the Loft Parcel.
- D. The land, property and space legally described on Exhibit "C" attached hereto and made a part hereof (the "Parking Parcel") consists of 42 outdoor parking spaces and 16 garages, automobile and pedestrian entrances, trash disposal areas, delivery and loading areas and other amenities related thereto. For purposes hereof, the ("Parking Property") shall mean the Parking parcel and all structures, improvements and fixtures now or hereafter located on or within the Parking Parcel.

BOX 333-CTI

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

E. The land, property and space legally described on Exhibit "D" attached hereto and made a part hereof (the "East Parcel") is vacant. For purposes hereof, the "East Property" shall mean the East parcel and all structures, improvements and fixtures now or hereafter located on or within the West Parcel. For purposes hereof, the term "Total Property" shall mean the East Property and the Loft Property, collectively.

F. In anticipation that different persons or entities may hereafter own the Loft Property and the East Property, the Declarant desires by this Declaration to provide for the future development, use and efficient operation of the Loft Property and the East Property and to assure the harmonious relationship between the future owner of such properties, or any portion thereof, by providing for, declaring and creating certain easements, covenants and restrictions against and affecting the Loft Property and the East Property.

NOW, THEREFORE, Declarant hereby declares that the Total Property and any part thereof is and shall be owned, held, mortgaged, leased or otherwise encumbered, transferred, assigned, sold, conveyed and accepted subject to this Declaration, and declares that each of the following easements, covenants, conditions, restrictions, burdens, uses and privileges created hereunder shall exist at all times hereafter amongst, and be binding upon and inure, to the extent provided herein, to the benefit of, all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the Total Property and each of the forgoing shall run with the land subject to this Declaration.

ARTICLE 1

INCORPORATION OF RECITALS

The foregoing Recital are hereby incorporated by reference in the body of this Declaration as if fully set forth herein.

ARTICLE 2

EASEMENTS IN FAVOR OF EAST PROPERTY

2.1 The following perpetual easements in, to, under, over, upon, through and about portions of the Loft Property in favor of the East Property are hereby granted, reserved, declared and created (the term "Granted" or granted as hereinafter used in describing easements shall be deemed to mean "granted, reserved, declared and created").

(a) A non-exclusive easement for ingress and egress for persons, vehicles, material and equipment over, on, across and through the Parking Property, for access to the East Property.

(b) A non-exclusive easement to connect to the use, for their intended purposes, all water, sewer, electrical, gas and other utility systems, including, but not limited to: equipment, fixtures, junction, lines, meters, pipes, pumps, transformers, valves, wiring and the like (collectively,

97271852

UNOFFICIAL COPY

Property of Cook County Clerk's Office

851008

UNOFFICIAL COPY

"Facilities") now or hereafter located on the Parking Property and now or hereafter connected to Facilities now or hereafter located on, under or in the Parking Property (and any replacements thereof) which provide or shall be necessary or desirable to provide the East Property with any utilities or other services or which may otherwise be necessary or desirable for the operation, use and enjoyment of the East Property, and a non-exclusive easement for ingress and egress for persons, material and equipment over, on, across and through the Parking Property, to the extent reasonably necessary to exercise the easements set forth in this subsection (b). In exercising the easements granted in this subsection (b), the grantees shall not unreasonably interfere with the use or operation of the Loft Property.

(c) A non-exclusive easement, permitting encroachments in the event and to the extent that, by reason of the original construction of the East Parcel Improvements, or any reconstruction or replacement of any part of a building or improvement on the East Parcel or any part of the East Parcel, encroaches or shall hereafter encroach upon any part of the Loft Property. Such easement permitting encroachments shall exist only as long as the encroaching portion of the East Parcel improvements continues to exist.

(d) A non-exclusive easement for ingress and egress and access to, and the use of, the service areas, delivery entrances, loading areas, trash storage areas located on the Parking Property for shipping, receiving, trash storage and removal, delivery, loading, unloading and similar purposes.

2.2 Easements provided for, granted, reserved, declared or created under this Article 2 shall be binding upon the Loft Property and shall run in favor of and inure to the benefit of the appurtenant to the East Property and each portion thereof.

2.3 In the event of the submission of the East Property or any portion thereof to the Condominium Property Act or the State of Illinois in effect on the date hereof, as amended from time to time (the "Act"), then all of the easement granted under Section 2.1 hereof shall be part of the common elements attributable to such condominium property if and so long as the East Property or such portion thereof is subject to the Act.

ARTICLE 3

CONDOMINIUM ASSOCIATION ACTING FOR UNIT OWNERS

So long as any portion of the Total Property is subject to the provisions of the Act, all rights, easements and benefits under this Declaration appurtenant to or enjoyed by the owner of the portion of the Total Property subject to the Act, and any consents, waivers, approval and appointments which may be granted hereunder by such an owner, shall be exercised by the condominium association (the "Association") administering such portion of the Total Property on behalf of the condominium unit owners (the "Unit Owners") in such portion of the Total Property, and in the event of any such action taken by the Association, the Unit owners shall be bound as if such Unit Owners had expressly consented and agreed to such actions by the Association. Any action to enforce or defend rights, obligations, easements, burdens and benefits under this Declaration, or the right to

97271852

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

settle and compromise and claims on behalf of the Unit Owners who are members of the Association shall be taken on behalf of such Association and all such Unit Owners, solely by such Association by its duly authorized officers acting pursuant to authority granted by law, the applicable declaration of condominium ownership and by-laws, or resolution of the board of manager for such Association. Except as otherwise noted herein, any requirement for any Unit Owner to furnish a notice or deliver a document may also be performed by the Association of which such Unit Owner is a member. No Unit Owner or group of Unit Owners shall have the right to take any action under this Declaration or to enforce any of the rights, easements or privileges granted by this Declaration for the benefit of the Total Property or any part thereof. All obligations, under this Declaration of owner of a portion of the Total Property subject to the Act shall be obligations jointly and severally of both the Association and all of the Unit owners in such portion of the Total Property, provided that, without limiting any available remedies, each such unit owner shall only be liable for a portion of any such claim equal to the amount of the claim multiplied by such Unit Owner's percentage ownership interest in the common elements appurtenant to such portion of the Total Property subject to the Act. So long as any portion of the Total Property is submitted to the Act, the Association administering such portion of the Total Property may, by its authorized officers, execute all amendments to or any termination of this Declaration on behalf of all Unit Owners in such portion of the Total Property, which amendments or termination shall be binding on all such Unit Owners.

ARTICLE 4

MAINTENANCE AND REPAIRS

The Parking Property and easements thereto described above shall be maintained in good repair by the owners of the Loft Property. Grantee of the easements in Article 2 above shall, commencing upon the issuance of a certificate of occupancy duly issued by the City of Chicago for improvements constructed upon the East Property, become responsible for and contribute to the owner of the Loft Property, fifteen (15%) percent to the cost of any materials and labor used in the repair and maintenance of the Parking Property. In the event that the grantee does not contribute to the repair and maintenance pursuant to the terms of this agreement, the Loft Property may place a lien against the East Property.

The repairs and maintenance for which the grantee may be responsible for the contribution towards under this agreement will include the following and only the following: filling of potholes; regravelling; resurfacing; repair or replacement of the access gates; repair or replacement of parking lot lighting, electricity for parking lot lighting and access gate, perimeter fencing for the North lot line of the Loft Property and snow plowing. The Grantee shall not be responsible to contribute toward: restriping of the parking lot surface; landscaping or the repair or replacement of curbguards. Grantee shall not be responsible to contribute towards any additional repairs or maintenance deemed necessary or advisable, but not included within the maintenance and repair specified above, except with the express written consent of each of the parties and an assumption by each in writing of their proportionate share of financial liability for the cost of such additional repairs or maintenance. Notwithstanding anything to the contrary herein, each party shall be solely responsible for damage or repairs caused due to repairs or maintenance of their individual underground Facilities.

97271852

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

The Loft Property owner will furnish to the grantee written reports of maintenance and repairs undertaken, costs and expenses incurred, and receipts for the payment of the costs and expenses on or before the 1st day of each three (3) month or other interval of time so agreed to by the parties.

ARTICLE 5

NOTICES

All notices, demands, elections or other communications required, permitted or desired to be served hereunder ("Notices") shall be in writing and shall be delivered in person or mailed as certified or registered mail, postage prepaid, return receipt requested, addressed as below stated:

For notice to the Owner
of the Loft Property: South Loop Developers, Inc.
Attn: Paul D. Dincin
20 W. Hubbard Street suite 2W
Chicago, IL 60610

For notice to the Owner
of the East Property: South Loop Developers, Inc.
Attn: Paul D. Dincin
20 W. Hubbard Street suite 2W
Chicago, IL 60610

The forgoing notwithstanding, at such time as any portion of the Total Property is submitted to the Act, Notices to the owner of such portion of the Total Property shall be delivered or mailed, as aforesaid, to any officer, director or managing agent of the applicable Association, to such address as may appear in any public record instead of the addressees set forth above.

ARTICLE 6

GENERAL

6.1 The illegality, invalidity or unenforceability under law or any covenant, restriction or condition or any other provision of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Declaration.

6.2 Notwithstanding anything contained in this Declaration to the contrary, Declarant reserves for itself the right and power to record one or more special amendments (individually, a "Special Amendment") to this Declaration at any time and from time to time which: (i) corrects clerical or typographical errors in this Declaration, (ii) provides legal or other more accurate descriptions of any

97271852

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

portion of the Total Property in, to, under or over which easements are granted in this Declaration, or (iii) relocates any of the easements granted in this Declaration or grants additional easements or rights over any portion of the Total Property, if Declarant determines that any such relocated or additional easements or rights are necessary for the operation of the Total Property or any portion thereof. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of make or consent to any Special Amendment on behalf of each owner of any portion of the Total Property as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting any portion of the Total Property, and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and consent to the reservation of, the power to Declarant to vote in favor of, make execute and record Special Amendments. The right of Declarant to act pursuant to rights reserved or granted under this Section 6.2 shall terminate at such time as neither Declarant holds or controls title to any portion of the Total Property.

6.3 The covenants, conditions and restrictions contained in this Declaration shall be enforceable by the owners of the Total Property and their respective successors and assigns for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended without further act or deed, except as may be required by law and as provided below, for successive periods for ten (10) years, subject to amendment or termination as hereinabove set forth in Section 6.2. If and to the extent that any of the covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provisions concerned shall continue and endure only until the expiration of a period of twenty-one (21) years after the date of the last to survive of the class of persons consisting of all of the lawful descendants of Richard M. Daley, mayor of the City of Chicago, living at the date of this Declaration.

6.4 All of the easements, covenants, restrictions and conditions herein contained shall run with the land and shall inure to the benefit of and be binding upon the Total Property and each subsequent holder of any interest in any portion of the Total Property and their grantees, mortgagees, heirs, successors, personal representatives and assigns with the same force and effect for all purposes as though set forth at length in each and every conveyance of the Total Property of any part thereof.

6.5 Easements created hereunder shall not be presumed abandoned by nonuse or the occurrence of damage or destruction of a portion of the Total Property subject to an easement unless the owner benefitted by such easement states in writing its intention to abandon the easement.

6.6 This Declaration is not intended to give or confer any benefits, rights privileges, claims actions or remedies to any person or entity as a third-party beneficiary under any statutes, laws codes, ordinances, rules, regulations, orders decrees or otherwise.

6.7 Each provision of the Recitals of the Declaration and each Exhibit attached hereto is incorporated in this Declaration and is an integral part hereof.

97271852

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION:

Parcel 1:

COMMENCING AT A POINT ON THE EAST LINE (SAID EAST LINE BEING THE WEST LINE OF INDIANA AVENUE) OF BLOCK 2 IN CLARKE'S ADD. ON TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF THE SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, 52.60 FEET NORTH OF THE SOUTH EAST CORNER OF SAID BLOCK 2, RUNNING THENCE SOUTH ALONG THE WEST LINE OF INDIANA AVENUE, 62 FEET, THENCE WEST ON LINE PARALLEL WITH THE SOUTH LINE OF SAID CLARKE'S ADDITION 163 FEET 2 INCHES MORE OR LESS TO THE EAST LINE OF AN ALLEY 16 FEET WIDE, THENCE NORTH ON THE EAST LINE OF SAID ALLEY 62 FEET AND THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID CLARKE'S ADDITION 163 FEET 2 INCHES MORE OR LESS TO THE PLACE OF BEGINNING, IN THE COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 50 FEET OF THE NORTH 125 FEET OF THE SOUTH 177.6 FEET OF THE EAST 1/2 OF BLOCK 2 (EXCEPTING THAT PART TAKEN OR USED FOR ALLEY) IN CLARKE'S ADDITION TO CHICAGO, A SUBDIVISION IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 6 (EXCEPT THE WEST 3 FEET THEREOF DEDICATED FOR ALLEY) IN CROSBY'S SUBDIVISION OF THE NORTH 200 FEET OF THAT PART SOUTH OF 16TH STREET OF BLOCK 2 OF CLARKE'S ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE NORTH 75 FEET OF THE SOUTH 177.6 FEET OF THE EAST 1/2 OF BLOCK 2 (EXCEPTING THAT PART TAKEN OR USED AS AND FOR AN ALLEY) IN CLARKE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBERS:

17-22-302-88
17-22-302-89
17-22-302-90
17-22-302-91
17-22-302-92
17-22-302-93
17-22-302-94
17-22-302-95
17-22-302-96

PREPARED BY MAIL TO:

PAUL D. DUNCAN
20 W. HUBBARD 2W
CHGO, IL 60610

97271852

EXHIBIT A

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION:

Parcel 1:

COMMENCING AT A POINT ON THE EAST LINE (SAID EAST LINE BEING THE WEST LINE OF INDIANA AVENUE) OF BLOCK 2 IN CLARKE'S ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF THE SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, 52.60 FEET NORTH OF THE SOUTH EAST CORNER OF SAID BLOCK 2, RUNNING THENCE SOUTH ALONG THE WEST LINE OF INDIANA AVENUE, 62 FEET, THENCE WEST ON LINE PARALLEL WITH THE SOUTH LINE OF SAID CLARKE'S ADDITION 163 FEET 2 INCHES MORE OR LESS TO THE EAST LINE OF AN ALLEY 16 FEET WIDE, THENCE NORTH ON THE EAST LINE OF SAID ALLEY 62 FEET AND THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID CLARKE'S ADDITION 163 FEET 2 INCHES MORE OR LESS TO THE PLACE OF BEGINNING, IN THE COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 50 FEET OF THE NORTH 125 FEET OF THE SOUTH 177.6 FEET OF THE EAST 1/2 OF BLOCK 2 (EXCEPTING THAT PART TAKEN OR USED FOR ALLEY) IN CLARKE'S ADDITION TO CHICAGO, A SUBDIVISION IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 6 (EXCEPT THE WEST 3 FEET THEREOF DEDICATED FOR ALLEY) IN CROSBY'S SUBDIVISION OF THE NORTH 200 FEET OF THAT PART SOUTH OF 16TH STREET OF BLOCK 2 OF CLARKE'S ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE NORTH 75 FEET OF THE SOUTH 177.6 FEET OF THE EAST 1/2 OF BLOCK 2 (EXCEPTING THAT PART TAKEN OR USED AS AND FOR AN ALLEY) IN CLARKE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBERS:

17-22-302-028
17-22-302-029
17-22-302-030
17-22-302-031
17-22-302-032
17-22-302-033
17-22-302-034
17-22-302-035
17-22-302-036

PREPARED BY MAIL TO:

PAUL D. DINIEN
20 W. HUBBARD 2W
CHGO, IL 60610

97271852

EXHIBIT A

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

" LOT 6 (EXCEPT THE WEST 3.00 FEET THEREOF DEDICATED FOR ALLEY) IN CROSBY'S SUBDIVISION OF THE NORTH 200.00 FEET OF THAT PART SOUTH OF 16TH STREET OF BLOCK 2 OF CLARKE'S ADDITION TO CHICAGO AND THE NORTH 175.00 FEET OF THE SOUTH 177.60 FEET OF THE EAST 1/2 OF BLOCK 2 (EXCEPTING THAT PART TAKEN OR USED AS OR AND FOR AN ALLEY) IN CLARKE'S ADDITION TO CHICAGO , A SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF LAND DESCRIBED AS FOLLOWS : COMMENCING AT A POINT ON THE EAST LINE (SAID EAST LINE BEING THE WEST LINE OF INDIANA AVENUE) OF BLOCK 2 IN CLARKE'S ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, 52.60 FEET NORTH OF THE SOUTHEAST CORNER OF SAID BLOCK 2; RUNNING THENCE SOUTH ALONG THE WEST LINE OF INDIANA AVENUE 62.00 FEET ; THENCE WEST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID CLARKE'S ADDITION TO CHICAGO 163 FEET 2 INCHES, MORE OR LESS, TO THE EAST LINE OF AN ALLEY 16.00 FEET WIDE; THENCE NORTH ON THE EAST LINE OF SAID ALLEY 62.00 FEET AND THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID CLARKE'S ADDITION 163 FEET 2 INCHES , MORE OR LESS, TO THE PLACE OF BEGINNING. (EXCEPT FROM THE ABOVE DESCRIBED THE NORTH 129.00 FEET OF THE EAST 70.00 FEET) ALL IN COOK COUNTY, ILLINOIS. "

97271852

EXHIBIT B

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

A PART OF THE EAST 1/2 OF BLOCK 2, EXCEPTING THAT PART TAKEN OR USED AS OR FOR AN ALLEY IN CLARKE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH 6.10 CHAINS (402.60 FEET) OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND A PART OF LOT 6 IN CROSBY'S SUBDIVISION OF THE NORTH 200.00 FEET OF THAT PART SOUTH OF 16TH STREET OF BLOCK 2 OF CLARKE'S ADDITION TO CHICAGO, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE (SAID EAST LINE BEING THE WEST LINE OF INDIANA AVENUE) OF SAID BLOCK 2, A DISTANCE OF 58.88 FEET NORTH OF THE SOUTHEAST CORNER OF SAID BLOCK 2; RUNNING THENCE WEST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID CLARKE'S ADDITION TO CHICAGO A DISTANCE OF 140.47 FEET; THENCE NORTH ON A LINE PARALLEL WITH THE WEST LINE OF INDIANA AVENUE A DISTANCE OF 177.84 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 6 IN CROSBY'S SUBDIVISION; THENCE EAST ALONG THE NORTH LINE A DISTANCE OF 70.46 FEET TO A POINT; THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF INDIANA AVENUE A DISTANCE OF 129.00 FEET TO A POINT; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID CLARKE'S ADDITION TO CHICAGO, A DISTANCE OF 70.00 FEET TO A POINT IN THE WEST LINE OF INDIANA AVENUE; THENCE SOUTH ALONG THE SAID WEST LINE A DISTANCE OF 48.81 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT C

97271852

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

" THE NORTH 129.00 FEET OF THE EAST 70.00 FEET OF LOT 6 (EXCEPT THE WEST 3.00 FEET THEREOF DEDICATED FOR ALLEY) IN CROSBY'S SUBDIVISION OF THE NORTH 200.00 FEET OF THAT PART SOUTH OF 16TH STREET OF BLOCK 2 OF CLARKE'S ADDITION TO CHICAGO AND THE NORTH 79.00 FEET OF THE SOUTH 177.60 FEET OF THE EAST 1/2 OF BLOCK 2 (EXCEPTING THAT PART TAKEN OR USED AS AND FOR AN ALLEY) IN CLARKE'S ADDITION TO CHICAGO , A SUBDIVISION , TAKEN AS A TRACT IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS."

Property of Cook County Clerk's Office

97271852

EXHIBIT D

UNOFFICIAL COPY

Property of Cook County Clerk's Office