97296669

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Lawrence M. Gritton
Katz Randalf & Weinberg
333 West Wacker Drive
Suite 1800
- Chicago, H. 60606
- KRW File No.: 04526.01402

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SECOND MODIFICATION OF LOAN DOCUMENTS

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THIS SECOND MODIFIC ATTON OF LOAN DOCUMENTS (hereinafter referred to as "this Modification") is made and en cred into this 24 day of April, 1997 (hereinafter referred to as the "Execution Date"), but effective as of the 1st day of July, 1996 (hereinafter referred to as the "Effective Date"), by AMERICAL OCTIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated May 25, 1988 and known as Trust No. 105522-06 (hereinafter referred to as "Mortgagor"), 32 WEST RANDOLPH STREET LIMITED PARTNERSHIP, an Illinois Local partnership (hereinafter referred to as "Beneficiary"; Mortgagor and Beneficiary are hereinafter referred to collectively as "Borrower"), and MORRIS KALISH (hereinafter referred to as the "Commantor"), to and for the benefit of SUNAMERICA LIFE INSURANCE COMPANY (hereinafter referred to as "Mortgagee").

RECITALS:

- A. John Alden Life Insurance Company (hereinafter referred to as "Alden Life") has heretofore made a loan (hereinafter referred to as the "Loan") to LASALLE NATIO3AL BANK, not personally but solely as Trustee under Trust Agreement dated August 1, 1978 and Known as Trust No. 10-34387-09 (hereinafter referred to as the "Original Trustee") and Beneficiary in the original principal amount of SIX MILLION FIVE HUNDRED THOUSAND AND (\$6,500,000,000) DOLLARS.
- B. The Loan is evidenced by a Principal Note in said principal amount dated as of October 1, 1988, made by the Original Trustee and payable to Alden Life, as assumed as hereinafter provided and as modified by Modification of Loan Documents dated May 31, 1995, but effective as of July 1, 1994, recorded with the Cook County Recorder of Deeds on June 15, 1995 as Document No. 9538897[(hereinafter referred to as the "Modification"; said Principal Note, as modified by the Modification, is hereinafter referred to as the "Note").

BOX 333-CTI

- C. The Note is secured by, among other things, a Mortgage and Security Agreement dated us of October 1, 1988, made by the Original Trustee in favor of Alden Life, and recorded on October 18, 1988 in the Office of the Cook County Recorder of Deeds as Document No 88472847, as modified by the Modification (said Mortgage, as assumed as hereinafter provided and as modified by the Modification, is hereinafter referred to as the "Mortgage"), encumbering the premises legally described in <a href="Exhibit" "A" attached hereto and by this reference incorporated herein (hereinafter referred to as the "Property"). The Note is further secured by certain other documents, including but not limited to those described in <a href="Exhibit" "B" attached hereto and by this reference incorporated herein, all as assumed as hereinafter provided and as modified by the Modification (the Mortgage and all such other documents, as modified by the Modification, are hereinafter referred to collectively as the "Security Documents").
- D. it connection with the Loan, the Guarantor executed that certain Guaranty of Note and Mortgage dated as of October 1, 1988 to and for the benefit of Alden Life, as modified by the Modification (said Guaranty, as modified by the Modification, is hereinafter referred to as the "Guaranty").
- E. By Assumption Agreement dated as of May 24, 1989 and recorded June 16, 1989 as Document No. 89273731 executed by Mortgagor and Alden Life and consented to by Beneficiary and Guarantor, Mortgagor assumed all of the liabilities and obligations of the Original Trustee under the Note, Mortgagor and other Security Documents. By Assignment recorded on April 22, 1997 as Document No. 27, Alden Life assigned to Mortgagoe all right, title and interest of Alden Life as mortgagee under the Mortgage, and by Omnibus Assignment dated March 31, 1997, Alden Life assigned to Mortgagee, among other things, all of Alden Life's interest under the other Loan Documents, so that Mortgagee is the holder of the Note as of the Execution Date.
- F. As of the Effective Date, the outstanding principal balance due under the Note was \$7,050,556.02, which remains the outstanding principal balance due under the Note as of the Execution Date (hereinafter referred to as the "Current Principal Balance").
- G. Borrower has been making monthly payments of interest only of \$43,271.93 per month commencing August 1, 1996 and continuing through the last payment made of Borrower on April 1, 1997, for a total payment during such period of \$389,447.37. However, monthly interest only payments for such period should have been \$45,534.85 per month, for a foul for such period of \$409,813.65. The difference, \$20,366.28 (\$409,813.65 minus \$389,447.37), has accrued and will be added to the principal balance of the Loan at the Closing (hereinalter defined) as hereinafter provided.
- H. Borrower has entered into an agreement with Livent Realty (Chicago) Inc., a Delaware corporation (hereinafter referred to as "Livent"), pursuant to which Livent has agreed to purchase from Borrower those portions of the Property legally described in <a href="Exhibit "C" attached hereto and by this reference incorporated herein (hereinafter referred to as the "Theater"

Development"). The Theater Development includes the Oriental Theater, retail portions of the Property, and other improvements relating thereto.

- I. On or about October 8, 1996, a certain judgment of foreclosure and sale (hereinafter referred to as the "Dover Judgment") was entered in favor of Dover Industries Acceptance, Inc. (hereinafter referred to as "Dover"). Pursuant to a Settlement Agreement dated February 18, 1997 between Dover and Borrower, Dover has agreed to accept the sum of \$375,000 upon execution of said Settlement Agreement, leaving a balance of \$325,000 payable at the closing of the sale of the Theater Development (herein referred to as the "Closing"). Mortgagee has agreed to allow payment to Dover of \$350,000,000 out of the proceeds available at the Closing, provided that Borrower pays the additional \$25,000,00.
- J. Certain real estate taxes relating to the Property are currently due but unpaid, which taxes Borrower intends to pay at the Closing.
- K. The entry of the Dover Judgment and the failure to pay real estate taxes, among other things, constitute defaults under the Note and the Security Documents (the Note and Security Documents, together with the Guaranty, are hereinafter referred to collectively as the "Loan Documents").
- Borrower has requested that Lender agree, subject to satisfaction of certain 1... conditions precedent, including without limitation the sale of the Theater Development to Livent, to consent to the sale of the Theater Development and to release thereof from the lien of the Mortgage and other Security Documents, in consideration of Borrower's agreements set forth therein and to certain modifications of the Loan Documents including, among other things, that (i) monthly payments due under the Note shall be (1) interest only on the Current Principal Balance at the current Stated Interest Rate of seven and 75/1000 (7.75%) per annum for the period commencing July 1, 1996 and ending on the day prior to the Closing, both inclusive thereinafter referred to as the "Pre-Closing Period"), and (2) interest only on the principal balance of the Loan, after giving effect to all of the payments to be made at the Llosing as described in the Modification Commitment, at the rate of nine and 125/1000ths (9.125%) per annum, for the period commencing on the day of Closing (hereinafter referred to as the "Closing Date") and ending on the Maturity Date, both inclusive thereinafter referred to as the "New Modification" Period"), and (ii) monthly deposits of real estate taxes (hereinafter referred to as "Tax Deposits") determined as hereinafter provided will be due commencing with the first monthly payment due after the Closing.
- M. Mortgagee has agreed to the foregoing as more fully provided herein and subject to the express conditions herein contained, and the parties desire to modify and amend the Loan Documents to evidence the foregoing agreements, as provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Incorporation of Recitals</u>. The aforesaid Recitals are hereby incorporated into this Modification as if fully set forth in this Paragraph 1.
- 2. <u>Definitions</u>. All initially capitalized terms not defined herein shall have the meanings ascribed to such terms in the Loan Documents.

3. Amendments to Loan Documents.

- (A) The Loan Documents are amended as follows, effective as of the Effective Date through the Pre-Closing Period:
 - (i) The Stated Interest Rate shall remain seven and 75/100ths percent (7.75%) per annum.
 - Monthly payments in arrears shall be interest only in the amount of \$45,534.85, such monthly payments to commence August 1, 1326. Such payments shall continue to be due on the first day of each month during the Pre-Closing Period. Interest for the month in which the Closing occurs, commencing with the first day of such month and continuing through the day before the Closing Date, shall be due and payable at the Stated Interest Rate of 7.75% per annum on the first day of the first month after the Closing.
 - Notwithstanding the foregoing, during the Pre-Closing Period, Borrower shall be permitted to make monthly payments of interest only in arrears in the amount of \$43,271.93 per month. The difference, \$2,262.92 per month (\$45,534.85 minus \$43,271.93), shall accrue and be added to the principal balance of the Loan on the Closing Date after the paydowns described in the Modification Commitment. Thus, the total accrual interest to be added to the principal balance of the Loan on the Closing Date will be \$20,366.28 (hereinafter referred to as "Accrual Interest").
- (B) The Loan Documents are amended as follows, effective as of the Closing Date, and continuing through and including the Maturity Date:
 - (i) The Stated Interest Rate shall be increased from seven and 75/100ths percent (7.75%) per annum to nine and 125/1000ths percent (9.125%) per annum (hereinafter referred to as the "Adjusted Stated Interest Rate").
 - (ii) The outstanding principal balance of the Loan will be \$4,770,922.30 (herein referred to as the "Modification Principal Balance"), determined by (1) adding to the Current Principal

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Balance the Accrual Interest, and (2) deducting from the Corrent Principal Balance the sum of \$2,300,000,00 representing the net proceeds relating to the sale by Borrower to Livent of the Theater Development. Mortgagee acknowledges forgiveness of \$129,260.16 in accrued but unpaid interest, representing interest accrual (under the First Modification between Borrower and Lender) for the period of August 1, 1996 through February 28, 1997 at the actual rate of $10\frac{1}{2}$ % per annum over the pay rate of $7\frac{1}{2}$ %.

(iii)

Interest only on the Modification Principal Balance for the period commencing with and including the Closing Date to and including the last day of the month in which the Closing occurs shall be due and payable at the Adjusted Stated Interest Rate on the first day of the month following the Closing. Thereafter, interest only, in arrears, shall be due and payable monthly at the Adjusted Stated Interest Rate on the Modification Principal Balance, such payments to be in the amount of \$36,278,88, on the first day of each month commencing with the first day of the second month following the Closing (i.e., June 1, 1997 if the Closing occurs in April, 1997). Notwiths anding the foregoing, the entire Modification Principal Balance, all accrued interest, and all other amounts due in connection with the Loan shall be due and payable on the Maturity Date of November 1, 2013, subject to Lender's right to call the Loan as provided in one Note and as hereinafter modified.

Commencing with the first monthly interest payment due as provided aforesaid (i.e., May 1, 1997 if the Closing occurs in April, 1997), and continuing on the first day of each month thereafter throughout the term of the Loan, Borrower shall pay to Mortgagee monthly Tax Deposits in an amount reasonably determined by Mortgagee to be 1/12th of the prior year's Taxes. The monthly Tax Deposit shall be \$44,000 until the actual Taxes applicable to the portion of the Property remaining after release of the Theater Development can be reasonably determined. In addition to the foregoing, at the Closing, Borrower shall deposit with Lender monthly Tax Deposits for each month commencing with September, 1996 and continuing through and including the month in which the Closing occurs, to be held as a tax reserve.

(v) The Call Date is hereby extended from August 1, 1996 to April 1, 2002.

- (vi) The Theater Development legally described on Exhibit "C" is hereby released from the lien of the Mortgage and other Security Documents, so that from and after the Closing Date, the lien of the Mortgage and other Security Documents shall only encumber the portion or portions of the Property legally described on Exhibit "D" attached hereto and by this reference incorporated herein, together with all improvements thereon (hereinafter referred to as the "Remaining Property").
- (vii) No secondary financing will be permitted.
- Quarterly (based on a calendar quarter) operating statements relating to the Remaining Property are to be furnished to Mortgagee's servicing agent, Mid-North Financial Services, Inc., Attn: Howard Stern, 205 W. Wacker Drive, Ste. 202, Chicago, Plinois 60606, in form and substance reasonably satisfactory to Mortgagee and such servicing agent, on or before the 15th day of the month following the end of each calendar quarter, commencing with April 15, 1997 relating to the calendar quarter of January 1, 1997 to Mirch 21, 1997.
- (C) From and after the Effective Date hereof: (i) the Note as herein modified shall be secured by the Security Document as modified by this Modification; (ii) all references in any Loan Document to a Loan Document shall be deemed to mean the Loan Document as modified by this Modification; and (iii) all references in any Loan Document to the "Property," "Morigaged Property," or other words or phrases of similar import or meaning shall be diemed to refer to the Remaining Property.
- 4. <u>Consent of Guarantor</u>. Guarantor has received and reviewed this Modification and all documents and instruments in connection herewith and hereby consents to the execution and delivery hereof, and agrees that his duties, liabilities and obligations under the Guaranty, as modified hereby, shall not in any manner be impaired, discharged or released by the execution and delivery of this Modification and all documents or instruments in connection therewith.
- 5. Conditions Precedent to Effectiveness. As conditions precedent to Mortgagee's acceptance of this Modification, Borrower shall furnish to Mortgagee all items described on Exhibit "E" attached hereto and by this reference incorporated herein, all in form and substance satisfactory to Mortgagee, together with such other items as Mortgagee may require.
- 6. Reaffirmation of Liability. Notwithstanding the execution of this Modification. Guarantor hereby reaffirms and acknowledges his liability and obligations to Mortgagee under the Guaranty, as modified hereby.

7. Representations and Warranties.

Borrower and Guarantor thereinafter referred to collectively as the "Obligors") hereby represent and warrant to Mortgagee as follows:

- (A) No Obligor is in default under any Loan Document, except as may be cured by this Modification or except any default relating to the financial condition of Guarantor, and there exists no event which, with the giving of notice or lapse of time, or both, would be considered or would become such a default under the Loan Documents, as modified by this Modification.
- (B) No lien or judgment has been filed against the Remaining Property of any Obligor (other than Guarantor) that would materially adversely affect repayment of the Loan or the performance by the Obligors of their respective obligedons under the Loan Documents, and no bankruptcy, insolvency or other similar proceeding or action has been filed by or against any Obligor, nor has any such proceeding or action been threatened.
- (C) The general partners of Beneficiary and CBM executing this Modification have the power and authority to do so.
- (D) The Leases for the Property described on <u>Exhibit "F"</u> attached hereto are the only Leases of the Property, no such Lease has been amended except as set forth in <u>Exhibit "F"</u> and all other information set forth in said <u>Exhibit "F"</u> is true and correct as of the true hereof.
- 8. Reaffirmation of Covenants. The Obligors do hereby reaffirm and agree to perform each and every covenant, condition, obligation and provision of such party set forth in the Loan Documents, as herein modified.
- 9. No Vitiation of Liability. Nothing contained herein shall vitiate or discharge any party's liability under the Loan Documents, as herein modified.
- Offsets and Defenses. The Obligors hereby acknowledge and agree that: (i) as of the Execution Date of this Modification, there are no offsets, defenses or counterclar as against Mortgagee arising out of or in any way relating to the Loan Documents or the Modification Commitment, (ii) they release and forever discharge Mortgagee, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors and assigns and all persons, firms, corporations and organizations acting or who have acted in its behalf of and from all damage, loss, claims, demands, liabilities, obligations, actions and causes of action whatsoever which they or any of them may now have or claim to have against Mortgagee or any of the other persons or emities described in this clause (ii) as of the date of this Modification, and whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way touching, concerning, arising out of or founded upon the Loan Documents or the

Modification Commitment, and (iii) Mortgagee is not in default under the Loan Documents of the Modification Commitment.

- 11. Entire Agreement. The Obligors acknowledge that: (i) there are no other agreements or representations, either oral or written, express or implied, relating to the amendments to the Loan Documents set forth herein and other provisions hereof that are not embodied in this Modification or in the Modification Commitment; (ii) this Modification and the Modification Commitment represent a complete integration of all prior and contemporaneous agreements and understandings of Mortgagee and the Obligors relating to the matters set forth herein and orderin, and (iii) all such agreements, understandings, and documents, except for the Loan Documents, are hereby superseded by this Modification and the Modification Commitment.
- 12. Juli Fauce and Effect: Inconsistency. Except as herein modified, the terms, conditions and covenants of the Loan Documents shall remain unchanged and otherwise in full force and effect. In the event of an inconsistency between this Modification and the Loan Documents, the terms herein shill control.
- 13. <u>Laws of Illinois</u>. This Modification shall be governed and construed under the laws of the State of Illinois.
- 14. <u>Counterparts</u>. This Modification may be executed in counterparts, all of which, when taken together, shall constitute a single instrument.
- 15. <u>Liens</u>. The Obligors acknowledge and *vgree* that Mortgagee's mortgage lien and other liens on the Remaining Property and any other collateral for the Loan continue to be valid, binding and enforceable liens which secure the obligations under the Loan Documents.
- 16. <u>Construction</u>. The words "hereof, "herein", and "bergander", and other words of a similar import refer to this Modification as a whole and not to the individual Sections in which such terms are used. References to Sections and other subdivisions of this Modification are to the designated Sections and other subdivisions of this Modification as originally executed. The headings of this Modification are for convenience only and shall not define or limit the provisions hereof. Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.
- 17. No Third Party Beneficiaries. This Modification shall inure to the sole benefit of the Obligors and Mortgagee. Nothing contained herein shall create, or be construed to create, any right in any person not a party to this Modification.
- 18. <u>Legal Review</u>. The Obligors acknowledge that they have been advised by legal counsel of their choice in connection with the interpretation, negotiation, drafting and effect of this Modification and the Obligors are satisfied with such legal counsel and the advice which they have received from such legal counsel.

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Trustee Exculpation. This Modification is executed by AMERICAN NATIONAL 19. BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust Agreement dated May 25, 1988 and known as Trust No. 105522-06, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO personally to pay the Note, as herein modified, or any interest that may accrue thereon, or any other indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the holder of the Note and by every person now or hereafter claiming any right or security thereunder, and that so far as AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO personally is concerned, the holder or holders of the Note and the owner or owners of any indebtedness accruing thereunder shall look solely to the collateral for the payment thereof, by the enforcement of the lien created by the Mortgage or over Security Documents in the manner therein and in the Note provided or by action to enforce the personal liability of Guarantor or any other signatory to any other Loan Document providing for or imposing personal liability.

IN WITNESS WHEREOF, the parties have caused this Modification to be executed pursuant to authority duly granted as of the date and year first written above.

MORTGAGOR:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Pantee under Trust Agreement dated May 25, 1988, and known as Trust 190, 105522-06

ATTEST:

ALS BUSINEST SECRETARY

By:

1

BENEFICIARY:

RANDOLPH STREET 32 WEST LIMITED PARTNERSHIP, an Illinois limited partnership

By: C.B.M. Limited Partnership, an Illinois limited partnership, General Partner

SDD Corporation, Illinois By: corporation, General Partner NTOR:

MORRIS KALISIS

OFFICE

OFFICE

Da...

MORRIS KALISIS

GUARANTOR:

CONSENT OF MORTGAGEE

The undersigned Mortgagee hereby consents to and approves the foregoing Second Modification of Loan Documents.

DATED: April 22, 1997, but effective as of July 1, 1996. Property of Cook County Clark's Office

SUNAMERICA LIFE INSURANCE COMPANY

STATE OF ILLINOIS)
COUNTY OF COOK)
COUNTY OF COOK)
1, TOWNTHIA K. HARRIES , a Notary Public in and for the said County, in the State
EILEEN F. NEARY, as of AMERICAN NATIONAL BANK AND TRUST
as Trust No. 205522-06, who are personally known to me to be the same persons whose names
are subscribed to the foregoing instrument as such
acknowledged that they signed and delivered the said instrument as their own free and voluntary
act and as the free and volentary act of said Bank, as Trustee, for the uses and purposes therein
set forth.
GIVEN under my hand and notarial seal this 23kd day of April, 1997.
GIVEN under my hand and notarial seal this 12 day of April, 1997.
("OFFICIAL SEAL")
CYNTHIA K. HARRIS Notally Public
NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 11/19/2000
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STAŤE ŎF ĬLĽĬŇŎĬŠ * * * ) * * * * * * * * * * * * * * *
COUNTY OF COOK
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1, Lon Joef Le a Notary Public in and for sold County, in the State
atoresaid, DO HEREBY CERTIFY that DAVID KALISH, President of SDD CORPORATION,
an Illinois corporation and the general partner of C.B.M. LIMITED PARTNERSHIP, the general
partner of 32 WEST RANDOLPH STREET LIMITED PARTNERSHIP, an Ill nois limited partnership, who is personally known to me to be the same person whose name is subscribed to
the foregoing instrument individually and as such President of such general partner of such
general partner of said limited partnership, appeared before me this day in person and
acknowledged that he signed and delivered the said instrument as his own free and voluntary act
and as the free and voluntary act of said limited partnership for the uses and purposes therein set
forth.
GIVEN under my hand and notarial seal this 30 day of April 1997.

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Notary Public

County of Los Angeles
On April 22, 1997 before me, Virginia N. Puzon Date Notary Public personally appeared Stephen P. Hanover Name of Signer
personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  WITNESS my hand and official seal.

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STATE OF ILLINOIS	)	
COUNTY OF COOK	) )	
aforesaid, DO HEREBY CER be the same person whose nar this day in person and acknow free and voluntary act for the	Technon, a Notary Public in TIFY that MORRIS KALISH, where is subscribed to the foregoing dedged that he signed and delivered uses and purposes therein set for any hand and notarial seal this	ho is personally known to me to instrument, appeared before me ed the said instrument as his own
OP CAN	Xen for	Q-1-3
	Notary Publid	
	Notary Public	LECH JUEL TRICHNER MY CHANGSHON EXTRES FEBRUERY 23, 1998
OT A TOTO CARD CO A L HOVADANI A	Cour	
STATE OF CALIFORNIA ) COUNTY OF )		
I,	, a Notary Public in and	for thezid County, in the State , the
to me to be the same person of said Co	URANCE COMPANY OF AMER whose name is subscribed to the impany, appeared before me this described to the impany.	e foregoing instrument as such lay in person and acknowledged
	the said instrument as own for Company, for the uses and purpo	
	ny hand and notarial seal this	
	Notary Public	

#### EXHIBIT "A"

#### LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

The West one-half of Lot 7 in Block 36 in the Original Town of Chicago in Section 9, Township 39 North, Range 14 Est of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

All of Lots 5 and 6 in Block 36 in the Original Town of Chicago in Section 9, Township 39 North, Range 14 Gast of the Third Principal Meridian, except that portion of the West 60.24 feet of said Lot 5 lying Seath of a line 110 feet South of the North Line of said Lot 5 and except also that portion of said Lot 5 lying North of and adjoining said last excepted portion and Westerly of a line commencing as a point on the North line of said Lot 5, 38 feet 11 inches East of the Northwest Corner of said Lot 5 and running South through a point, which at a distance of 110 feet 4 inches (measured along the West line of said Lot 5) South of the North line of said Lot is 37 feet 8 7/8 inches East of the West line of said Lot 5, all in Cook County, Illinois.

9729666

Address:

32 West Randolph Street

Chicago, Illinois

PINs:

A-1

17-09-439 -017

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#### EXHIBIT "B"

#### OTHER SECURITY DOCUMENTS

- Assignment of Rents and Lessor's Interest in Leases dated as of October 1, 1988 executed by Original Trustee and Beneficiary, recorded on October 18, 1988 as Document No. 88477848.
- 2. Second Agreement dated as of October 1, 1988 executed by Beneficiary.
- 3. UCC-1 and 20CC-2 Financing Statements executed by Original Trustee and Beneficiary.
- 4. Collateral Assignment of Beneficial Interest in Land Trust dated October 1, 1988 executed by Beneficiary.
- 5. Certificate of Hazardous Waste dated October 17, 1988 executed by Beneficiary and the Guarantor.
- 6. Beneficiary's Certificate dated October 17, 1988 executed by Beneficiary.
- 7. Waiver of Defenses and Estoppel Certificate dated October 1, 1988 executed by Original Trustee and Beneficiary.
- 8. Usury Certificate dated October 1, 1988 executed by Beneficiary.

#### EXHIBIT "C"

#### LEGAL DESCRIPTION OF THEATER DEVELOPMENT

Trechen

STREET ADDRESS: 24-30 W. Randolph St., Chingo

COUNTY: COOK
TAX NUMBER \$17-09 439.0000, 17-09-439-005

**LEGAL DESCRIPTION:** 

PARCEL 1:

THE WEST 1/2 OF LOT 7 IN BLOCK 36 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS

#### PARCEL 2:

ALL OF LOTS 5 AND 5 IN BLOCK 36 IN THE CRIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 1 FAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PORTION OF THE WEST 60.24 PEET OF SAID LOT 5 LYING SOUTH OF A LINE 119 PEET SOUTH OF THE NORTH LINE OF SAID LOT 5 AND EXCEPT ALSO THAT PORTION OF SAID LOT 5 LYING NORTH OF AND ADJOINING SAID LAST EXCEPTED PORTION AND WESTFALY OF A LINE COMMENCING AT A POINT ON THE NORTH LINE OF SAID LOT 5, 38 PRET 11 INCHES ELET OF THE NORTHWEST CORNER OF SAID LOT 5 AND RUNNING SOUTH THROUGH A POINT, WHICH AT A DISTANCE OF 110 FEET 4 INCHES (MEASURED ALONG THE WEST LINE OF SAID LOT 5) SOUTH OF THE NORTH LINE OF SAID LOT 5 IS 37 FEET 8 7/8 INCHES EAST OF THE WEST LINE OF SAID LOT 5, ALL 1N COOK COUNTY, ILLINOIS;

EXCEPTING THAT PORTION OF THE ABOVE PARCELS DESCRIBED AS FOLLOWS:

#### PARCEL 5 (OFFICE PARCEL)

ALL TRAT PART OF THE LAND, PROPERTY AND SPACE, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +1.96' ABOVE CHICAGO CITY DATUM AND WITHIN THE FOLLOWING DESCRIBED BOUNDARY LINES:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 12 IN ASSESSOR'S DIVISION OF LOTS 5,6, AND 8 IN BLOCK 36 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 LAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE NORTH 00 DEGREES 50 MINUTES 15 SECONDS WEST, 41.25 FEET ALONG THE EAST LINE OF SAID LOT 12;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 18.42 FEET TO THE POINT OF BEGINNING FOR THE PARCEL HERRINAFTER DESCRIBED;

THENCE NORTH OO DEGREES OA MINUTES 11 SECONDS WEST, 12.85 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 39 SECONDS BAST, 1.16 FEET;

THENCE NORTH 00 DEGREES 52 MINUTES 46 SECONDS WEST, 35.12 FEET;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 28.76 FEET;

THENCE SOUTH OO DEGREES OO MINUTES OO SECONDS EAST, 15.30 FEET;

THRNCR NORTH 90 DEGREES OF MINUTES OF SECONDS EAST, 4.00 FEET;

THRNCE SOUTH OF DEGREES OF MINUTES OF SECONDS WEST, 4.68 FRET;

THENCE SOUTH 78 DEGREES 01 MINUTES 21 SECONDS EAST, 6.50 FEET; THENCE SOUTH 12 DEGREES 04 MINUTES 14 SECONDS WEST, 8.06 FEET;

THENCE NORTH 78 DEGREES OF MINUTES OF SECONDS WEST, 14.85 FEET;

THENCE NORTH OO DEGREES 50 MINUTES 23 SECONDS WEST, 10.58 FRET;

THENCE SOUTH 90 DEGRRES OF MINUTES OF SECONDS WEST, 8.31 FEET;

THENCE SOUTH 39 DEGREES 00 MINUTES 17 SECONDS WEST, 13.23 PRET;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 4.05 FEET; THENCE NORTH 50 DEGREES 59 MINUTES 19 SECONDS WEST, 7.75 FEET;

THENCE NORTH OO DEGREES OO MINUTES OO SECONDS BAST, 5.38 PEET;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 7.75 FEET;

THENCE SOUTH OO DEGREES OO MINUTES OO SECONDS EAST, 17.64 FEET;

THRNCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 13.52 FEET TO A POINT ON THE EAST

LINE OF THE WEST 60.24 FEET OF LOT 5 IN BLOCK 36 IN ORIGINAL TOWN OF CHICAGO;

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THENCE SOUTH OF DEGREES 51 MINUTES 24 SECONDS EAST, 9.68 FEET ALONG SAID BAST LINE TO A
POINT ON A LINE 110 FEET SOUTH FROM THE NORTH LINE OF LOT 5 IN ORIGINAL TOWN OF CHICAGO;
THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 15.47 FEET;
THENCE SOUTH OO DEGREES OO MINUTES OO SECONDS EAST, 11.41 FRET;
THENCE NORTH 89 DEGREES 55 MINUTES 58 SECONDS EAST, 32.10 FEET;
THENCE NORTH OO DEGREES O4 MINUTES O2 SECONDS WEST, 5.00 FEET;
THENCE NORTH 89 DEGREES 55 MINUTES 42 SECONDS EAST, 34.36 FEET;
THENCE NORTH OF DEGREES OF MINUTES II SECONDS WEST, 1.26 FEET;
TO THE POINT OF BEGINNING
AND ALSO:
ALL THAT PART OF THE LAND, PROPERTY AND SPACE, LYING BELOW A HORIZONTAL PLANE HAVING AN
ELEVATION OF +14.12 FEET ABOVE CHICAGO CITY DATUM AND ABOVE A HORIZONTAL PLANE HAVING AN
ELEVATION OF +1.96 FEET ABOVE CHICAGO CITY DATUM AND WITHIN THE FOLLOWING DESCRIBED BOUNDARY
COMMENCING AT THE SOUTHEAST CORNER OF LOT 12 IN ASSESSOR'S DIVISION OF LOTS 5,6, AND 8 IN
BLOCK 36 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE
THIRD PRINCIPAL MEPIDIAN;
THENCE NORTH 00 DEGREES 50 MINUTES 15 SECONDS WEST, 41.25 FRET ALONG THE RAST LINE OF LOT 12
IN SAID ASSESSOR'S DIVISION:
THENCE SOUTH 90 DEGREES (0 MINUTES 00 SECONDS WEST, 53,27 FEET;
THENCE NORTH OF DEGREES SO MINUTES 22 SECONDS WEST, 5.90 FEET;
THENCE SOUTH 90 DEGREES 60 MINTLES 00 SECONDS WEST, 12.00 FERT TO THE POINT OF BEGINNING FOR
THE PARCEL HEREINAFTER DESCRIBED,
THENCE NORTH 90 DEGREES OF MINUTES OF SECONDS WEST, 24,64 FRET;
THENCE NORTH OO DEGREES 50 MINUTES 47 SICONDS WEST, 9.46 FEET;
THRNCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 10,37 FERT;
THRNCE SOUTH OO DEGREES 51 MINUTES 20 SECONDS EAST, 56.72 FRET TO THE NORTH LINE OF WEST
RANDOLPH STREET;
THENCE NORTH 89 DEGREES 56 MINUTES 19 SECOND; EAST ALONG THE NORTH LINE OF WEST RANDOLPH
STREET, 27.15 FEET;
THENCE NORTH OO DEGREES 51 MINUTES 22 SECONDS WHST, 21.80 FEET;
THENCE NORTH 89 DEGREES 56 MINUTES 22 SECONDS EAST, 7.86 FEET;
THENCE NORTH OO DEGREES 50 MINUTES 19 SECONDS WEST, 25.42 FRET TO THE POINT OF BEGINNING.
AND ALSO;
ALL THE LAND, PROPERTY AND SPACE, LYING BELOW A HORIZONTA PLANE HAVING AN ELEVATION OF
+26.96 FEET ABOVE CHICAGO CITY DATUM AND ABOVE A HORIZONTAL PL NE HAVING AN ELEVATION OF
+14.12 FEET ABOVE CHICAGO CITY DATUM AND WITHIN THE FOLLOWING DESCRIBED BOUNDARY LINES:
COMMENCING AT THE SOUTHEAST CORNER OF LOT 12 IN ASSESSOR'S DIVICION OF LOTS 5,6, AND 8 IN
BLOCK 36 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN;
THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS WEST, (ASSUMED), 9.44 THET ALONG THE SOUTH
THENCE NORTH OO DEGREES 50 MINUTES 24 SECONDS WEST, 42.00 FRET;
THRUCE SOUTH 89 DEGREES 56 MINUTES 10 SECONDS WEST, 10.96 FERT TO THE POINT OF BEGINNING FOR
THE PARCEL HEREINAFTER DESCRIBED;
THENCE SOUTH OO DEGREES 50 MINUTES 25 SECONDS EAST, 8.52 FEET;
THENCE SOUTH 89 DEGREES 09 MINUTES 38 SECONDS WEST, 14.70 FRET;
THENCE NORTH 43 DEGREES 54 MINUTES 49 SECONDS WEST, 5.04 FEET;
THENCE HORTH OF DEGREES 50 MINUTES 11 SECONDS WEST, 5.08 FRET;
THENCE NORTH 89 DEGREES 56 MINUTES 01 SECONDS RAST, 18,14 FRET TO THE POINT OF BEGINNING.
AND ALSO:
ALL THE LAND, PROPERTY AND SPACE, LYING BELOW A HORIZONTAL PLANE HAVING AN KLEVATION OF
+26.96 FRET ABOVE CHICAGO CITY DATUM AND ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF
+14/12 FEET ABOVE CHICAGO CITY DATUM AND WITHIN THE FOLLOWING DESCRIBED BOUNDARY LINES:
COMMENCING AT THE SOUTHEAST CORNER OF LOT 12 IN ASSESSOR'S DIVISION OF LOTS 5,6 AND 8 IN
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BLOCK 36 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 RAST OF THE

THIRD PRINCIPAL MERIDIDAN;

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THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS WEST, (ASSUMED), 74.16 FEET ALONG THE SOUTH
 LINE OF SAID ASSESSOR'S DIVISION TO THE POINT OF BEGINNING FOR THE PARCEL HEREINAFTER
 DESCRIBED:
 THENCE NORTH 00 DEGREES 49 MINUTES 31 SECONDS WEST, 15.63 FEET;
 THENCE NORTH 89 DEGREES 56 MINUTES 46 SECONDS EAST, 14.57 FEET;
 THENCE NORTH 00 DEGREES 50 MINUTES 05 SECONDS WEST, 25.27 FEET;
 THENCE SOUTH 89 DEGREES 56 MINUTES 33 SECONDS WEST, 5.85 FEET;
 THENCE NORTH 00 DEGREES 03 MINUTES 49 SECONDS WEST, 6.60 FEET:
 THENCE SOUTH 89 DEGREES 55 MINUTES 32 SECONDS WEST, 6.77 FEET;
THENCE NORTH 40 DEGREES 55 MINUTES 33 SECONDS WEST, 14.01 FEET;
THENCE NORTH 00 Thates 02 MINUTES 01 SECONDS WEST, 4.15 FEET:
THENCE NORTH 90 DEGLES 00 MINUTES 00 SECONDS WEST, 0.33 FEET;
THENCE NORTH 00 DEGR (B) 29 MINUTES 49 SECONDS WEST, 2.48 PRET;
THENCE NORTH 50 DEGREE'S 19 MINUTES 10 SECONDS WEST, 11.58 FEET;
THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS EAST, 1.76 FEET;
THENCE SOUTH 90 DEGREES OO MINUTES OO SECONDS WEST, 10.03 FEET;
THENCE SOUTH OO DEGREES 51 MINUTES 31 SECONDS EAST, 73.79 FRET TO THE SOUTH LINE OF SAID
ASSESSOR'S DIVISION:
THENCE NORTH 89 DEGREES 56 MINUILS 20 SECONDS EAST, 26.11 FEET ALONG THE SOUTH LINE OF SAID
ASSESSOR'S DIVISION TO THE POINT OF LEGINNING
ALL THE LAND, PROPERTY AND SPACE, LYING FROM A HORIZONTAL PLANE HAVING AN ELEVATION OF
+37.93 FEET ABOVE CHICAGO CITY DATUM AND APOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF
+26.96 FEET ABOVE CHICAGO CITY DATUM AND WITHIN THE FOLLOWING DESCRIBED BOUNDARY LINES:
COMMENCING AT THE SOUTHEAST CORNER OF LOT 12 IV ADSESSOR'S DIVISION OF LOTS 5,6, AND 8 IN
BLOCK 36 IN ORIGINAL TOWN OF CHICAGO IN SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN:
THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS WEST, DISUMED), 9.44 FEET ALONG THE SOUTH
LINE OF SAID LOT 12;
THENCE NORTH OF DEGREES 50 MINUTES 23 SECONDS WEST, 24.26 FEET TO THE POINT OF BEGINNING FOR
THE PARCEL HEREINAFTER DESCRIBED:
THENCE SOUTH 89 DEGREES 14 MINUTES 36 SECONDS WEST, 10.35 FREE
THENCE NORTH 38 DEGREES 06 MINUTES 26 SECONDS WEST, 3.55 PERT!
THENCE NORTH 00 DEGREES 45 MINUTES 27 SECONDS WEST, 6.46 PRET;
THENCE SOUTH 89 DEGREES 14 MINUTES 36 SECONDS WEST, 8.91 FEBT;
THENCE NORTH OO DEGREES 50 MINUTES 29 SECONDS WEST, 8.71 FRET;
THENCE NORTH 89 DEGREES 56 MINUTES 05 SECONDS EAST, 21.40 FEBT;
THENCE SOUTH 00 DEGREES 50 MINUTES 26 SECONDS EAST, 17.74 FEET TO THE POINT OF BEGINNING
AND ALSO;
ALL THE LAND, PROPERTY AND SPACE LYING BELOW A HORIZONTAL PLANE HAVING AN ELECATION OF
+37.93 FEET ABOVE CHICAGO CITY DATUM AND ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF
+26.96 FEET ABOVE CHICAGO CITY DATUM AND WITHIN THE FOLLOWING DESCRIBED BOUNDARY LINES:
COMMENCING AT THE SOUTHEAST CORNER OF LOT 12 IN ASSESSOR'S DIVISION OF LOTS 5,6, AND 8 IN
BLOCK 36 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIF 39 NORTH, RANGE 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN;
THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS WEST, (ASSUMED), 9.44 FEET ALONG THE SOUTH
LINE OF SAID LOT 12;
THENCE NORTH OO DEGREES 50 MINUTES 24 SECONDS WIST, 42.00 FEET;
THENCE SOUTH 89 DEGREES 56 MINUTES 06 SECONDS WEST, 31.83 FEET;
THENCE NORTH 76 DEGREES 30 MINUTES 55 SECONDS WEST, 12.71 FEET TO THE POINT OF BEGINNING FOR
THE PARCEL HEREINAFTER DESCRIBED:
THENCE SOUTH OO DEGREES 50 MINUTES 35 SECONDS EAST, 22.56 FEET;
THENCE SOUTH 89 DEGREES 09 MINUTES 34 SECONDS WEST, 21.34 FERT;
THENCE NORTH OO DEGREES 50 MINUTES 37 SECONDS WEST, 28.69 FEET;
THENCE SOUTH 40 DEGREES 55 MINUTES 36 SECONDS EAST, 4.37 FEET;
THENCE NORTH 89 DEGREES 55 MINUTES 38 SECONDS EAST, 8.07 FERT;
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THENCE SOUTH 76 DEGREES 30 MINUTES 53 SECONDS EAST, 10.79 FEET TO

THE POINT OF BEGINNING. AND ALSO: ALL THE LAND, PROPERTY, AND SPACE, LYING BELOW A HORIZONTAL PLANE, HAVING AN ELEVATION OF +37.93 FEET ABOVE CHICAGO CITY DATUM AND ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +26.96 FEET ABOVE CHICAGO CITY DATUM AND WITHIN THE FOLLOWING DESCRIBED BOUNDARY LINES: COMMENCING AT THE SOUTHEAST CORNER OF LOT 12 IN ASSESSOR'S DIVISION OF LOTS 5, 6 AND 8 IN BLOCK 36 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS WEST, (ASSUMED), 100.27 FEET; ALONG THE SOUTH LINE OF SAID ASSESSOR'S DIVISION; THENCE NORTH OO DEGREES 51 MINUTES 48 SECONDS WEST, 21.78 FEET TO THE POINT OF BEGINNING FOR THE PARCEL HEPEINAFTER DESCRIBED; THENCE NORTH 89 DEGREES 09 MINUTES 32 SECONDS EAST, 10.01 FERT; THENCE NORTH 00 DEGREES 50 MINUTES 28 SECONDS WEST, 34.39 FEET; THENCE NORTH 89 DECREES 09 MINUTES 38 SECONDS EAST, 10.53 FEET; THENCE NORTH 40 DEGPARS 55 MINUTES 32 SECONDS WEST, 6.87 FEET; THENCE NORTH 29 DEGREES 23 MINUTES 27 SECONDS WRST, 1.48 FEET; THENCE SOUTH 89 DEGREES 03 MINUTES 13 SECONDS WEST, 2.11 FEET; THENCE NORTH OO DEGREES 5 MINUTES 35 SECONDS WEST, 7.44 FEET; THENCE NORTH 08 DEGREES 00 MINITES 58 SECONDS WEST, 3.47 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 12.87 FEET; THENCE SOUTH OO DEGREES 51 MINUTES 24 SECONDS EAST, 52.02 FEET TO THE POINT OF BEGINNING. AND ALSO: ALL THE LAND, PROPERTY, AND SPACE, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +60.00 FEET ABOVE CHICAGO CITY DATUM AND ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +37.93 FEET ABOVE CHICAGO CITY DATUM AND 117HIN THE FOLLOWING DESCRIBED BOUNDARY LINES: COMMENCING AT THE SOUTHEAST CORNER OF LOT 12 IN ASSESSOR'S DIVISON OF LOTS 5,6, AND 8 IN BLOCK 36 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS WEST (ASSUMED), 9.44 FEET ALONG THE SOUTH LINE OF SAID LOT 12 TO THE POINT OF BEGINNING FOR THE PARCEL HEREINAFTER DESCRIBED; THENCE NORTH OO DEGREES 50 MINUTES 24 SECONDS WEST, 42 JC FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 06 SECONDS WEST, 31.83 PRET; THENCE NORTH 76 DEGREES 30 MINUTES 52 SECONDS WEST, 23.50 FELT) THENCE NORTH 89 DEGREES 22 MINUTES 32 SECONDS WEST, 8.51 FEET THENCE NORTH 40 DEGREES 54 MINUTES 37 SECONDS WEST, 11.43 FEET; THENCE NORTH OO DEGREES OO MINUTES OO SECONDS WEST, 4.83 FEET; THENCE NORTH 81 DEGREES 12 MINUTES 47 SECONDS WEST 4.37 FEET: THENCE NORTH 29 DEGREES 33 MINUTES 27 SECONDS WEST, 1.48 FEET; THENCE SOUTH 89 DEGREES OS MINUTES 13 SECONDS WEST, 2.11 FEET; THENCE NORTH OO DEGREES 54 MINUTES 35 SECONDS WEST, 7.44 FEET; THENCE NORTH 08 DEGREES 00 MINUTES 58 SECONDS WEST, 3.47 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 12.87 FEET; THENCE SOUTH OO DEGREES 51 MINUTES 31 SECONDS EAST, 73.79 FEET TO THE SOUTH LINE OF SAID ASSESSOR'S DIVISION: THENCE NORTH 89 DEGREES 56 MINUTES 19 SECONDS EAST, 90.83 FEET ALONG SAID SOUTH LINE TO THE

#### AND ALSO;

POINT OF BEGINNING.

ALL THE LAND, PROPERTY, AND SPACE, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +69.45 FRET ABOVE CHICAGO CITY DATUM AND ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION +60.00 FRET ABOVE CHICAGO CITY DATUM AND WITHIN THE FOLLOWING DESCRIBED BOUNDARY LINES: BEGINNING AT THE SOUTHEAST CORNER OF LOT 12 IN ASSESSOR'S DIVISION OF LOTS 5,6 AND 8 IN BLOCK 36 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN

THENCE NORTH 00 DEGREES 50 MINUTES 15 SECONDS WEST, (ASSUMED), 42.00 FEET ALONG THE EAST LINE OF SAID LOT 12;

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THENCE SOUTH 89 DEGREES 56 MINUTES OF SECONDS WEST, 41.27 FEET;
THENCE NORTH 76 DEGREES 30 MINUTES 54 SECONDS WEST, 23.50 PRET;
THENCE NORTH 89 DEGREES 22 MINUTES 32 SECONDS WEST, 8.51 FEET;
THENCE NORTH 40 DEGREES 54 MINUTES 37 SECONDS WEST, 11.43 FEET;
THENCE NORTH OO DEGREES OO MINUTES OO SECONDS WEST, 4.83 FEET;
THENCE NORTH 81 DEGREES 12 MINUTES 47 SECONDS WEST, 4.37 FEBT;
THENCE NORTH 29 DEGREES 33 MINUTES 27 SECONDS WEST, 1.48 FEET;
THENCE SOUTH 89 DEGREES 05 MINUTES 13 SECONDS WEST, 2.11 PEET;
THENCE NORTH OO DEGREES 54 MINUTES 35 SECONDS WEST, 7.44 FEET;
THENCE NORTH 08 DEGREES 00 MINUTES 58 SECONDS WEST, 3.47 FEET;
THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 12.87 FEBT;
THENCE SOUTH 00 DEGREES 51 MINUTES 22 SECONDS BAST, 73.79 FEET TO THE SOUTH OF SAID
ASSESSOR'S DIVISION
THENCE NORTH 89 DEGPZES 56 MINUTES 19 SECONDS BAST, 100.270 FEET ALONG SAID SOUTH LINE TO
THE POINT OF BEGINNING
AND ALSO:
ALL THE LAND, PROPERTY, AND SPACE, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF
+69.45 FRET ABOVE CHICAGO CITY DATUM AND ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF
+88.35 FEET ABOVE CHICAGO CITY DATUM AND WITHIN THE FOLLOWING DESCRIBED BOUNDARY LINES:
BEGINNING AT THE SOUTHEAST CORNER OF LOT 12 IN ASSESSOR'S DIVISION OF LOTS 5,6 AND 8 IN
BLOCK 36 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 BAST OF THE
THIRD PRINCIPAL MERIDIAN;
THENCE NORTH OO DEGREES 50 MINUTES 15 SECONDS WEST, (ASSUMED), 41.56 FEET ALONG THE EAST
LINE OF SAID LOT 12;
THENCE SOUTH 89 DEGREES 59 MINUTES 43 SECONTS WEST, 41.18 FEET;
THENCE NORTH 75 DEGREES 41 MINUTES 43 SECONDS WEST, 24.15 FEET;
THENCE SOUTH 89 DEGREES 56 MINUTES 48 SECONDS WEST 7.88 FEET;
THENCE NORTH 40 DEGREES 54 MINUTES 42 SECONDS WEST 11.72 FEET;
THENCE NORTH 00 DEGREES 46 MINUTES 59 SECONDS WEST, 5.31 FEBT;
THENCE SOUTH 89 DEGREES 13 MINUTES 43 SECONDS WEST, 5.93 FERT;
THENCE NORTH 08 DEGREES 07 MINUTES 50 SECONDS WEST, 12.74 FERT;
THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS WEST, 13.00 [RE];
THENCE SOUTH 02 DEGREES 29 MINUTES 24 SECONDS WEST, 2.50 PRET
THENCE SOUTH OO DEGREES 51 MINUTES 22 SECONDS EAST, 71.25 FEET TO THE SOUTH OF SAID
ASSESSOR'S DIVISION;
THENCE NORTH 89 DEGREES 56 MINUTES 19 SECONDS EAST, 100.270 FEET ALONG SAID SOUTH LINE TO
THE POINT OF BEGINNING.
AND ALSO;
ALL THE LAND, PROPERTY, AND SPACE, LYING BELOW A HORIZCHTAL PLANE HAVING AN ELEVATION OF
+103.93 FEET ABOVE CHICAGO CITY DATUM AND ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF
+88.35 PERT ABOVE CHICAGO CITY DATUM AND WITHIN THE FOLLOWING DESCRIBED BOUNDARY LINES:
BEGINNING AT THE SOUTHEAST CORNER OF LOT 12 IN ASSESSOR'S DIVISION OF LOTS 5,6, AND 8 IN
BLOCK 36 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN;
THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS WEST, (ASSUMED), 100.27 FEET ALONG THE SOUTH
LINE OF SAID ASSESSOR'S DIVISION;
THENCE NORTH OO DEGREES 51 MINUTES 22 SECONDS WEST, 74.28 FEET;
THENCE NORTH 89 DEGREES 59 MINUTES 52 SECONDS EAST, 13.24 FEET;
THENCE NORTH 08 DEGREES 01 MINUTES 07 SECONDS WEST, 15.29 FEET;
THENCE NORTH OO DEGREES OO MINUTES OO SECONDS WEST, 58.21 FEET;
THENCE NORTH 03 DEGREES 27 MINUTES 07 SECONDS RAST, 19.17 FEET;
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 8.11 FRET;
THENCE NORTH OO DEGREES OO MINUTES OO SECONDS WEST, 14.47 FEET;
TO THE NORTH LINE OF SAID ASSESSOR'S DIVISION;
THINCE SOUTH 89 DEGREES 59 MINUTES 53 SECONDS EAST, 78.31 FEET ALONG SAID NORTH LINE TO THE
NORTHEAST CORNER OF LOT 2 IN SAID ASSESSOR'S DIVISION;
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THRNCK SOUTH ON DEGREES SO MINUTES 15 SECONDS RAST, 181.14 FERT ALONG THE RAST LINE OF SAID ASSESSOR'S DIVISION TO THE POINT OF BEGINNING.

EXCEPTING FROM THE FOREGOING ALL THE LAND, PROPERTY, AND SPACE, LYING BELOW A HORIZONTAL PLANK HAVING AN ELEVATION OF +103.93 FRET ABOVE CHICAGO CITY DATUM AND ABOVE A RORIZONTAL PLANE HAVING AN ELEVATION OF 188.35 FRET ABOVE CHICAGO CITY DATUM AND WITHIN THE FOLLOWING DESCRIBED BOUNDARY LINES:

COMMERCING AT THE COUTHEAST CORNER OF LOT 12 IN AGERSCOR'S DIVISION OF LOTS 5.6 AND R IR BLOCK 36 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN:

THRNCE NORTH OF DEGREES SO MINUTES 24 SECONDS WEST, 41.80 FEET ALONG THE EAST LINE OF SAID LOT 12 TO THE POINT OF BEGINNING FOR THE EXCEPTION PARCEL HERETNAFTER DESCRIBED:

THENCE NORTH OF DEGREES SO MINUTES 24 SECONDS WEST, 10:11 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 46 SECONDS WEST, 35.99 FEET;

THENCE NORTH 80 DEGREES 21 MINUTES 55 SECONDS WEST, 17.87 FEET,

THENCE NORTH 70 DEGREES 39 MINUTES 38 SECONDS WEST, 16.77 FEET;

THENCE SOUTH 15 DECLERS 45 MINUTES 03 SECONDS WEST, 13.31 FEET,

THENCE NORTH 89 DECREES 56 MINUTES 42 SECONDS BAST, 8.65 FERT;

THENCE SOUTH 76 DEGREES 06 MINUTES 57 SECONDS RAST, 24.07 FEET;

THENCE NORTH 90 DEGREES OF MINUTES DO SECONDS EAST, 41.40 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 89 DEGREES 3 MINUTES 53 SECONDS EAST, 78.31 FEET ALONG SAID NORTH LINE TO THE MORTHEAST CORNER OF LOT 2 IN SAID ASSESSOR'S DIVISION;

THENCE SOUTH OO DEGREES SO MISTITES IS SECONDS RAST, 181.14 FEET ALONG THE EAST LINE OF SAID ASSESSOR'S DIVISION TO THE POINT OF BEGINNING.

EXCRPTING FROM THE FOREGOING ALL THE DAND, PROPERTY, AND SPACE, LYING BRIOW A HORIZONTAL PLANK HAVING AN ELEVATION OF +103.93 FEET ABOVE CHICAGO CITY DATUM AND ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +88.35 FRIT ABOVE CHICAGO CITY DATUM AND WITHIN THE FOLLOWING DESCRIBED BOUNDARY LINNES:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1/2 IN ASSESSOR'S DIVISION OF LOTS 5,6 AND 8 IN BLOCK 36 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE NORTH OF DEGREES SO MINUTES 24 SECONDS WELT 41.80 FEET ALONG THE EAST LINE OF SAID LOT 12 TO THE POINT OF BEGINNING FOR THE EXCEPTION PARCEL HEREINAFTER DESCRIBED;

THENCE NORTH OF DEGREES 50 MINUTES 24 SECONDS WEST, 10 11 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 46 SECONDS WEST, 35.99 FEET;

THENCE NORTH 80 DEGREES 21 MINUTES 55 SECONDS WEST, 17.87 FERT,

THENCE NORTH 70 DEGREES 39 MINUTES 37 SECONDS WEST, 16.77 F(ET,

THENCE SOUTH 16 DEGREES 45 MINUTES 03 SECONDS WEST, 13.31 FEEP,

THENCE NORTH 89 DEGREES 56 MINUTES 42 SECONDS EAST, 8.65 FEET;

THENCE SOUTH 76 DEGREES 06 MINUTES 57 SECONDS EAST, 24.07 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 41.40 FEET TO THE POINT OF BEGINNING.

#### AND ALSO;

AUL THE LAND, PROPERTY, AND SPACE, ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +103.93 FEET ABOVE CHICAGO CITY DATUM AND WITHIN THE FOLLOWING DESCRIBED BOUNDARY LINES:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 12 IN ASSESSOR'S DIVISION OF LOTS 5, 5, AND 8 IN BLOCK 36 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNHSIP 39 NORTH, RANGE 14 LAST OF THE THIRD PRINCIPAL MERIDIAN:

THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS WEST, (ASSUMED), 100.27 FEET ALONG THE SOUTH LINE OF SAID ASSESSOR'S DIVISION;

THENCE NORTH 00 DEGREES 51 MINUTES 22 SECONDS WEST, 181.25 FEET TO THE NORTH LINE OF SAID ASSESSOR'S DIVISION:

THENCE SOUTH 89 DEGREES 59 MINUTES 53 SECONDS EAST, 100.33 FEET TO THE EAST LINE OF SAID ASSESSOR'S DIVISION;

THENCE SOUTH OO DEGREES 50 MINUTES 15 SECONDS EAST, 181,14 FEET ALONG THE EAST LINE OF LOTS 2,3, AND 12 IN SAID ASSESSOR'S DIVISION TO THE POINT OF BEGINNING:

EXCEPTING THEREFROM ALL THE LAND, PROPERTY, AND SPACE, ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +103.93 FERT ABOVE CHICAGO CITY DATUM AND WITHIN THE FOLLOWING DESCRIBED BOUNDARY LINES:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 12 IN ASSESSOR'S DIVISION OF LOTS 5,6, AND 8 IN BLOCK 36 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, YOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS WEST, (ASSUMED), 20.94 FEET ALONG THE SOUTH LINE OF SAID LOT 12;

THENCE NORTH OF P. GLEES OR MINUTES 41 SECONDS WEST, 42.02 FEET TO THE POINT OF BEGINNING FOR THE PARCEL HEREINAFTER DESCRIBED;

THENCE NORTH 89 DEGRIE: 58 MINUTES 57 SECONDS WEST, 20.91 FEET;

THENCE NORTH 77 DEGREES 10 MINUTES 54 SECONDS WEST, 23.70 FEET;

THENCE NORTH 87 DEGREES 12 MINUTES 09 SECONDS WEST, 8.59 FEET;

THENCE NORTH 15 DEGREES 50 MINUTES 18 SECONDS EAST, 13.81 FEET;

THENCE SOUTH 69 DEGREES 45 KINUTES 43 SECONDS EAST, 17.00 FEET;

THENCE SOUTH 79 DEGREES 55 NINUTES 06 SECONDS BAST, 17.64 FEET;

THENCE SOUTH 89 DEGREES 58 MINUTES 55 SECONDS EAST, 15.50 FRET;

THENCE SOUTH 00 DEGREES 01 MINUTES 00 SECONDS WEST, 10.00 FEET TO THE POINT OF BEGINNING. ALL IN COOK COUNTY, JLLINOIS.

#### PARCEL 6 (OFFICE PARCEL)

ALL THE LAND, PROPERTY, AND SPACE, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +69.45 FEBT ABOVE CHICAGO CITY DATUM AND ABOVE A LORIZONTAL PLANE HAVING AN ELEVATION OF +60.00 FEET ABOVE CHICAGO CITY DATUM AND WITHIN THE FOLLOWING DESCRIBED HOUNDARY LINES: BEGINNING AT THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 36 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE TITAL PRINCIPAL MERIDIAN; THENCE NORTH 00 DEGREES 50 MINUTES 15 SECONDS WEST, (ASSLMED), 42.00 FEET ALONG THE WRST LINE OF SAID LOT 7;

THENCE NORTH 89 DEGREES 56 MINUTES 07 SECONDS EAST, 22.07 FF2T;

THENCE NORTH OO DEGREES OR MINUTES 45 SECONDS WEST, 6.33 FELT:

THENCE NORTH 89 DEGREES 51 MINUTES 13 SECONDS EAST, 6.87 FEET;

THENCE NORTH 00 DEGREES 08 MINUTES 32 SECONDS WEST, 5.51 PRET;

THENCE SOUTH 46 DEGREES 59 MINUTES 41 SECONDS EAST, 6.31 FEET;

THENCE NORTH 89 DEGREES 51 MINUTES 17 SECONDS EAST, 6.36 FEET TO THE LAST LINE OF THE WEST HALF OF SAID LOT 7;

THENCE SOUTH 00 DEGREES 50 MINUTES 16 SECONDS EAST, 49.55 FEET ALONG THE EAST LINE OF THE WEST HALF OF SAID LOT 7 TO THE SOUTH LINE OF SAID LOT 7;

THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS WEST, 40.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

#### AND ALSO:

ALL THE LAND, PROPERTY, AND SPACE, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +88.35 FEET ABOVE CHICAGO CITY DATUM AND ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +69.45 FEET ABOVE CHICAGO CITY DATUM AND WITHIN THE FOLLOWING DESCRIBED BOUNDARY LINES: BEGINNING AT THE SOUTHWEST CORNER OF LOT? IN BLOCK 36 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 00 DEGREES 50 MINUTES 15 SECONDS WEST, (ASSUMED), 41.56 FEET ALONG THE WEST LINE OF SAID LOT 7;

THENCE NORTH 89 DEGREES 59 MINUTES 43 SECONDS EAST, 5.22 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 10.54 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 46 SECONDS EAST, 7.38 FEET;

THENCE NORTH OC DEGREES OO MINUTES OO SECONDS WEST, 2.08 FEET;

THENCE NORTH 89 DEGREES 06 MINUTES 10 SECONDS EAST, 15.62 FEET; THENCE SOUTH 46 DEGREES 59 MINUTES 28 SECONDS EAST, 7.18 FEET;

THENCE NORTH 89 DEGREES 51 MINUTES 22 SECONDS EAST, TO THE EAST LINE OF THE WEST HALF OF SAID LOT 7;

THENCE SOUTH OF DEGREES SO MINUTES 16 SECONDS RAST, 49.50 FEET ALONG THE EAST LINE OF THE WEST HALF OF SAID LOT 7 TO THE SOUTH LINE OF SAID LOT 7;

THENCE SOUTH BY DEGREES 56 MINUTES 19 SECONDS WEST, 40.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

#### AND ALSO:

ALL THE LAND, PROPERTY, AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +88.35 FEET ABOVE CHICAGO CITY DATUM AND WITHIN THE FOLLOWING DESCRIBED BOUNDARY LINES: BEGINNING AT THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 36 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH OG DEGREES SO MINUTES 15 SECONDS WEST (ASSUMED), 181,14 FEET ALONG THE WEST

LINE OF SAID LOT 7 TO THE NORTH LINE OF SAID LOT 7;

THRNCE SOUTH 89 DEGREES 59 MINUTES 55 SECONDS RAST, 40.00 FEET ALONG THE NORTH LINE OF SAID LOT 7 TO THE WAST GIVE OF THE WEST HALF OF SAID LOT 7;

THENCE SOUTH 00 DEGREES SO MINUTES 16 SECONDS EAST, 181,10 FEET ALONG THE RAST LINE OF THE WEST HALF OF SAID LOT ? TO THE SOUTH LINE OF SAID LOT ?;

THENCE SOUTH 89 DEGREET 56 MINUTES 19 SECONDS WEST, 40.00 FEET ALONG THE SOUTH LINE OF SAID LOT 7 TO THE POINT OF BECANNING:

EXCEPTING FROM THE ABOVE THE TOLLOWING DESCRIBED PARCEL:

ALL THE LAND, PROPERTY, AND SPACE LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +103.93 FEET ABOVE CHICAGO CITY DATOM AND ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +88.35 FEET ABOVE CHICAGO CITY DATUM AND WITHIN THE FOLLOWING DESCRIBED BOUNDARY LINES: COMMENCING AT THE SOUTHWEST CORNER OF LOW 7 IN MIGCK 26 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9. TOWNSHIP 39 NORTH, RANGE 14 WAST OF THE THIRD PRINCIPAL MERIDIAN; THRUCK NORTH OO DEGREES SO MINUTES IS SECONDS WEST (ASSUMED), 41.00 FERT ALONG THE WEST LINE OF SAID LOT 7 TO THE POINT OF REGINNING FOR SAID EXCEPTION: THENCE HORTH 90 DEGREES OF MINUTES OF SECONDS CAST, 5.04 FRET THENCE NORTH OF DEGREES OF MINUTES OF SECONDS WEST, 9.96 FEET THENCE NORTH 89 DEGREES 59 MINUTES 41 SECONDS WEST, 5 16 FEET THENCE SOUTH OF DEGEREES SO MINUTES IS SECONDS EAST, 14. 1 FEET TO THE POINT OF BEGINNING OF Ri.
Clarks Office

SAID EXCEPTION, ALL IN COOK COURTY, ILLINOIS.

#### EXHIBIT "D"

#### LEGAL DESCRIPTION OF REMAINING PROPERTY

Address:

32 West Randoip's Street

Chicago, Plinois

PINs:

17-199-439:002

17-09-439-004 12-09-439-005

17-07-439-018 023

#### PARCEL 5 JOFFICE PARCELL

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ALL THAT PART OF THE LAND, PROPERTY AND SPACE, LYING BELOW A HORIZONTAL PLANE
 HAVING AN ELEVATION OF +1.96? ABOVE CHICAGO CITY DATUM AND WITHIN THE FOLLOWING
 DESCRIBED BOUNDARY LINES:
 COMPENDING AT THE SOUTHEAST CORNER OF LOT 12 IN ASSESSOR'S DIVISION OF LOTS 5,6,
 AND B IN BLOCK 36 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH,
 RANGE 14 WAST OF THE THIRD PRINCIPAL MERIDIAN;
 THENCE WELL OF DEGREES SO MINUTES 15 SECONDS WEST, 41.25 FEET ALONG THE EAST
 CIME OF (ACT) COT 12; THENCE SOUTH PO DEGREES OF MINUTES OF SECONDS WEST, 18.42 FEET TO THE POINT OF
 BEGINNING FOR ARE PARCEL HEREINAFTER DESCRIBED;
 THENCE NORTH OF DIGREES OF MINUTES II SECONDS WEST, 12.85 FEET;
 THENCE NORTH 89 DEGREES 55 MINUTES 39 SECONDS EAST, 1.16 FEET;
 THENCE BORTH OF DECREES 33 MINUTES 46 SECONDS NEST, 35.12 FEET;
 THENCE SOUTH 90 DEGREES OF MINUTES OF SECONDS WEST, 28.76 FEET,
 THENCE SOUTH OF DEGREES OF MINUTES OF SECONDS EAST, 15.30 FEET;
 THENCE NORTH 90 DEGREES OF MINUTES OF SECONDS EAST, 4.00 FEET;
THENCE SOUTH OF DEGREES OF MINITES OF SECONDS WEST, 4.68 FEET;
THENCE COUTH 78 DEGREES 01 MINITES 21 SECONDS EAST, 6.58 FEET; THENCE SOUTH 12 DEGREES 04 MINUTES 14 SECONDS WEST, 8.06 FEET;
THENCE MORTH 78 DEGREES OF MINUTES OF SECONDS WEST, 14.85 FEET;
THENCE MORTH OF DEGREES SO MINUTES 2. SECONDS WEST, 10.58 FEET;
THENCE SOUTH 90 DEGREES OF MINUTES OF SPRONDS WEST, B.31 FEET;
THENCE SOUTH 39 DEGREES OF MINUTES AV SECUPOS WEST, 13.23 FEET,
THENCE SOUTH 90 DEGREES OF MINUTES OF SECONDS MEST, 4.05 FEET,
THENCE MORTH 50 DEGREES 59 MINUTES 19 SECONDS PART, 7.75 FERT;
THENCE NORTH OF DEGREES OF MINUTES OF SECONDS FAST, 5.38 FEET; THENCE SOUTH OF DEGREES OF MINUTES OF SECONDS AND, 7.75 FEET;
THENCE SOUTH OF DEGREES OF MINUTES OF SECONDS EAST, 17.14 FEET,
THRNCE SOUTH 90 DEGREES OF MINUTES OF SECONDS WEST, 12.72 FEET TO A POINT ON THE
EAST LINE OF THE WEST 60,24 FEET OF LOT 5 IN BLOCK 35 15 ORIGINAL TORN OF
CRECAGO:
THENCE SOUTH OF DEGREES 51 MINUTES 24 SECONDS EAST, 9.68 FEE ALONG SAID EAST
LINE TO A POINT ON A LINE 110 FRET SOUTH FROM THE NORTH LINE OF GOT 5 IN ORIGINAL
TOWN OF CHICAGO;
THENCE SOUTH 99 DEGREES 60 MINUTES GO SECONDS EAST, 15.47 FEET;
THENCE SOUTH OF DEGREES OF MINUTES OF SECONDS EAST, 11.41 FEET;
THENCE NORTH BY DEGREES 55 MINUTES 56 SECONDS EAST, DELIG FEET;
THENCE MORTH OF DEGREES OF MINUTES OF SECONDS HEST, 5.00 FEET;
THENCE MORTH M9 DEGREES 55 MIRUTES 42 SECONDS EAST, 34. 06 FEET;
THENCE MORTH OF DECREES OF MINUTES IN SECONDS WEST, 1.26 FEET;
TO THE POINT OF BEGINNING
AND ALBOY
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ALL THAT PART OF THE LAND, PROPERTY AND SPACE, LYING BELOW A HORIZONTAL PLANE HAVING
 AN ELEVATION OF +14.12 FEET ABOVE CHICAGO CITY DATUM AND ABOVE A HORIZONTAL PLANE
 HAVING AN ELEVATION OF +1.96 FEET ABOVE CHICAGO CITY DATUM AND WITHIN THE FOLLOWING
 DESCRITED BOUNDARY LINES:
 COMMENCING AT THE SOUTHEAST CORNER OF LOT 12 IN ASSESSOR'S DIVISION OF LOTS 5,6, AND
 8 IN BLUCK 35 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14
 EAST OF THE CHIRD PRINCIPAL MERIDIAN;
 THENCE NORTY, O' DEGREES 50 MINUTES 15 SECONDS WEST, 41.25 FEET ALONG THE EAST LINE OF
 LOT 12 IN SAID ASJESSOR'S DIVISION;
 THENCE SOUTH 90 PAGETES GO MINUTES OF SECONDS WEST, 53,27 FEET;
 THENCE MORTH OF DECREES SO MINUTES 22 SECONDS WEST, 5.90 FEET;
 THENCE SOUTH SO DECLES OF MINUTES OF SECONDS WEST, 12.00 FEET TO THE POINT OF
 BEGINNING FOR THE PARCEL HERSTNAPTER DESCRIBED;
 THENCE NORTH 90 DEGREES OF MINUTES OF SECONDS WEST, 24.64 FEET;
 THENCE MORTH OF DEGREES SO MINUTES 45 SECONDS WEST, 9.46 FEET;
 THENCE SOUTH 90 DEGREES OF MINISTES OF SECONDS WEST, 10.37 FEET;
 THENCE SOUTH OR DEGREES 51 MINETED 20 SECONDS EAST, 56.72 FEET TO THE NORTH LINE OF
 WEST RANDOLPH STREET;
 THENCE FORTH 89 DEGREES 56 MINUTES 1. SECONDS EAST ALONG THE NORTH LINE OF WEST
 RANDOLPH STREET, 27.15 FEET;
 THENCE NORTH OF DEGREES 51 MINITES 22 S CONDS WEST, 21.80 FEET,
 THENCE NORTH 89 DEGREES 56 MINITES 22 SECUPUS EAST, 7.86 FEET;
 THENCE NORTH OF DEGREES SO MINIMES 19 SECONDS MEST, 25.42 FEET TO THE POINT OF
 BEGINNING.
 AND ALSO:
 ALL THE LAND, PROPERTY AND SPACE, LYING BELOW A HERIZONTAL PLANE HAVING AN ELEVATION
OF +26.96 FEET ABOVE CHICAGO CITY DATUM AND ABOVE 4. HORIZOHTAL PLANE HAVING AN
ELEVATION OF +14.12 FEET ABOVE CHICAGO CITY DATUM AND VITH N THE FOLLOWING DESCRIBED
BOUNDARY LINES:
COMMENCING AT THE SOUTHEAST CORNER OF LOT 1' IN ASSESSOR'S ENVISION OF LOTS 5,6, AND
8 IN BLOCK 36 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNS IP 39 NORTH, RANGE 14
EAST OF THE THIRD PRINCIPAL MERIDIAN;
THENCE SOUTH AS DEGREES 56 MINUTES 19 SECONDS WEST, (ASSUMED), 9.4 TEET ALONG THE
SOUTH LINE OF SAID LOT 12:
THENCE NORTH OF DEGREES 50 MINUTES 24 SECONDS REST, 42.00 FEET,
THENCE SOUTH BY DEGREES S6 MINUTES 10 SECONDS MEST, 10.96 FEET TO THE MALE OF
BEGINNING FOR THE PARCEL HEREINAFTER DESCRIBED;
THENCE SOUTH OO DEGREES 50 MINUTES 25 SECONDS EAST, 8.52 FEET,
THENCE SOUTH BY DEGMENS BY MINUTES AS SECONDS WEST, 14.70 FEET;
THENCE NORTH 43 DEGREES 54 MINUTES 49 SECONDS WEST, 5.04 FEET;
THENCE NORTH OF DEGREES 50 MINUTES 11 SECONDS WEST, 5.68 FEET,
THENCE NORTH 89 DEGREES 56 MINUTES OF SECONDS EAST, 18:14 FEET TO THE POINT OF
BEGINNING.
AND ALSO:
ALL THE LAND, PROPERTY AND SPACE, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION
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OF +26.96 FEET ABOVE CHICAGO CITY DATUM AND ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14/12 FEET ABOVE CHICAGO CITY DATUM AND NITHIN THE FOLLOWING DESCRIBED

COMMENCING AT THE SOUTHEAST COMMEN OF LOT 12 IN ASSESSOR'S DIVISION OF LOTE 5.6 AND B IN BLOCK 36 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14

BOUNDARY LINES:

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EAST OF THE THIRD PRINCIPAL MERIDIDAN;
 THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS WEST, (ASSUMED), 74.16 FEET ALONG THE
 SOUTH LINE OF SAID ASSESSOR'S DIVISION TO THE POINT OF BEGINNING FOR THE PARCEL
 HEREINAFTER DESCRIBED;
 THENCE NORTH OO DEGREES 49 MINUTES 31 SECONDS WEST, 15.63 FEET;
 THENCE NORTH 89 DEGREES 56 MINUTES 46 SECONDS EAST, 14.57 FEET;
 THENCE MORTH OO DEGREES 50 MINUTES 05 SECONDS WEST, 25.27 FEET;
 THENCE SOUTH 89 DEGREES 56 MINUTES 33 SECONDS WEST, 5.85 FEET;
 THENCE NORTH OO DEGREES OB MINUTES 49 SECONDS WEST, 6.60 FEET;
 THENCE SOUTH 89 DEGREES 55 MINUTES 32 SECONDS WEST, 6.77 FEET;
 THENCE JORTH 40 DEGREES 55 MINUTES 33 SECONDS WEST, 14:01 FEET;
 THENCA WATH OO DEGREES OF MINUTES OF SECONDS WEST, 4.15 FRET;
 THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 0.33 FREY;
 THENCE NOTH OF DEGREES 29 MINUTES 49 SECONDS WEST, 2.48 FEET;
 THENCE NORTH 50 DEGREES 59 MINUTES 10 SECONDS WEST, 11.58 FEET;
 THENCE NORTH TO DEGREES OF MINUTES OF SECONDS EAST, 1.76 FEET;
THENCE SOUTH 91 DEGREES OF MINUTES 09 SECONDS WEST, 10.03 FEET, THENCE SOUTH 00 DEGREES 51 MINUTES 31 SECONDS EAST, 73.79 FEET TO THE SOUTH LINE OF
 SAID ASSESSOR'S DIVISION;
 THENCE NORTH 89 DEGREES 56 MINUTES 20 SECONDS EAST, 26.11 FEET ALONG THE SOUTH LINE
OF SAID ASSESSOR'S DIVISION TO THE POINT OF BEGINNING
AND ALSO:
ALL THE LAND, PROPERTY AND SPACE, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION
OF +37.93 FEET ABOVE CHICAGO CITY DATUM AND ABOVE A HORIZONTAL PLANE HAVING AN
ELEVATION OF +25 95 FRET ABOVE CRICAGO CITY DATUM AND WITHIN THE FOLLOWING DESCRIBED
COMMENCING AT THE SOUTHEAST CORNER OF LOT 12 IN ASSESSOR'S DIVISION OF LOTS 5,6, AND
8 IN BLOCK 36 IN ORIGINAL TOWN OF CH CAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14
EAST OF THE THIRD PRINCIPAL MERIDIAN;
THENCE SOUTH 89 DEGREES 56 MINUTES 19 S. CONOS WEST, (ASSUMED), 9.44 FEET ALONG THE
SOUTH LINE OF SAID LOT 12;
THENCE NORTH OO DEGREES 50 MINUTES 23 SECONDS WEST, 24.26 FEET TO THE POINT OF
REGINALAG FOR THE PARCEL HEREINAFTER DESCRIBED:
THENCE SOUTH 89 DEGREES 14 MINUTES 36 SECONDS WEST 10.35 FRET
THENCE NORTH 38 DEGREES OF MINUTES 26 SECONDS WEST, 3.55 FEET; THENCE NORTH GO DEGREES 45 MINUTES 27 SECONDS WEST, 6.46 FEET.
THENCE SOUTH 89 DEGREES 14 MINUTES 36 SECONDS WEST, 8.71 FEET;
THENCE WIRTH OO DEGREES SO MINUTES 29 SECONDS WEST, 6. 1 FLET;
THENCE NORTH BU DEGREES 56 MINUTES 05 SECONDS EAST, 21.40 (S)T;
THENCE SOUTH OO DEGREES SO MINUTES 26 SECONDS EAST, 17.74 PHP. TO THE POINT OF
BEGINNING
AND ALSO;
ALL THE LAND, PROPERTY AND SPACE LYING BELOW A HORIZONTAL PLANE IN TING AN ELEVATION
OF $37.93 FEET ABOVE CHICAGO CITY DATUM AND ABOVE A BORIZONTAL PLANE MAYING AN
ELEVATION OF +26.96 FEET ABOVE CHICAGO CITY DATEM AND WITHIN THE FOLLOWISC DESCRIBED
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COMMENCING AT THE SOUTHEAST CORNER OF LOT 12 IN ASSESSOR'S DIVISION OF LOTS 5,6, AND 8 IN BLOCK 35 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14

THENCE SOUTH 80 DEGREES 56 MINUTES 19 SECONDS WEST, (ASSUMED), 9.44 FEET ALONG THE

BOUNDARY LINES:

EAST OF THE THIRD PRINCIPAL MERIDIAN;

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SOUTH LINE OF SAID LOT 12;
  THENC', WORTH OO DEGREES 50 MINUTES 24 SECONDS WEST, 42.00 FEET;
  THENCE SCUTH 89 DEGREES 56 MINUTES 06 SECONDS WEST, 31.83 FEET;
 THENCE NOT THE 76 DEGREES 30 MINUTES 55 SECONDS WEST, 12.71 FEET TO THE POINT OF
 BEGINNING FOR THE PARCEL HEREINAFTER DESCRIBED;
 THENCE SOUTH CO DEGREES 50 MINUTES 35 SECONDS EAST, 22.56 FEET;
 THENCE SOUTH BY DECREES 09 MINUTES 34 SECONDS WEST, 21.34 FEET;
 THENCE NORTH OO DECKYES 50 MINUTES 37 SECONDS WEST, 28.69 FEET;
 THENCE SOUTH 40 DEGREES 55 MINUTES 36 SECONDS EAST, 4.37 FEET;
 THENCE MORTH 89 DEGREES 55 MINUTES 38 SECONDS EAST, 8.07 FEET;
 THENCE SOUTH 76 DEGREES 30 JINUTES 53 SECONDS EAST, 10.79 FEET TO
 THE POINT OF BEGINNING.
 AND ALSO;
 ALL THE LAND, PROPERTY, AND DRACE, LYING BELOW A HORIZONTAL PLANE, HAVING AN
 ELEVATION OF +37.93 FEET ABOVE CHICAGO CITY DATUM AND ABOVE A HORIZONTAL PLANE HAVING
 AN ELEVATION OF +26.96 FEET ABOVE CPICAGO CITY DATUM AND WITHIN THE FOLLOWING
 DESCRIBED BOUNDARY LINES:
 COMMENCING AT THE SOUTHEAST CORNER OF LOT 12 IN ASSESSOR'S DIVISION OF LOTS 5, 6 AND
 8 IN BLOCK 36 IN ORIGINAL TOWN OF CHICA O IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14
 EAST OF THE THIRD PRINCIPAL MERIDIAN;
 THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDY MEST, (ASSUMED), 100.27 FEET; ALONG THE
 SOUTH LINE OF SAID ASSESSOR'S DIVISION;
 THENCE NORTH OO DEGREES 51 MINUTES 48 SECONDS WAST, 21.78 FEET TO THE POINT OF
 BEGINNING FOR THE PARCEL HEREINAFTER DESCRIBED;
 THENCE NORTH 89 DEGREES 09 MINUTES 32 SECONDS EAST, 25.01 FEET;
THENCE NORTH OF DEGREES SO MINUTES 28 SECONDS WEST, 54.9 YEET; THENCE NORTH BY DEGREES OF MINUTES 38 SECONDS EAST, 10.53 FEET;
THENCE NORTH 40 DEGREES 55 MINUTES 32 SECONDS WEST, 6.87 FETT;
THENCE WORTH 29 DEGREES 33 MINUTES 27 SECONDS WEST, 1.48 FIET;
THENCE SOUTH 69 DEGREES OF MINISTES 13 SECONDS WEST, 2.11 FEET;
THENCE NORTH 00 DEGREES 54 MINUTES 35 SECONDS WEST, 7.44 FEET,
THENCE WORTH OR DEGREES OF MINUTES 56 SECONDS WEST, 3.47 FEET;
THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 12.87 FEET;
THENCE SOUTH DO DEGREES 51 MINUTES 24 SECONDS EAST, 52.02 FEET TO THE POINT OF
BEGINNING
AND ALSO;
ALL THE LAND, PROPERTY, AND SPACE, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION
OF +60.00 FEET ABOVE CHICAGO CITY DATUM AND ABOVE A HORIZONTAL PLANE HAVING 🚟
ELEVATION OF +37.93 PRET ABOVE CHICAGO CITY DATUM AND WITHIN THE FOLLOWING DESCRIBED
BOUNDARY LINES:
COMMENCING AT THE SOUTHEAST CORNER OF LOT 12 IN ASSESSOR'S DIVISON OF LOTS 5.6. AND 8
IN BLOCK 36 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39, RANGE 14 EAST OF
THE THIRD PRINCIPAL MERIDIAN;
THENCE SOUTH 49 DEGREES 56 MINUTES 19 SECONDS WEST, (ASSUMED), 9.44 FEET ALONG THE
SOUTH LINE OF SAID LOT 12 TO THE POINT OF BEGINNING FOR THE PARCEL HEREINAFTER
DESCRIBED:
TRENCE NORTH OF DEGREES SO MINUTES 24 SECONDS WEST, 42.00 FEET;
THENCE SOUTH 89 DEGREES 56 MINUTES 06 SECONDS WEST, 32.83 FEET;
THENCE NORTH 76 DEGREES 30 MINUTES 52 SECONDS WEST, 23.50 FEET;
THENCE WORTH 69 DEGREES 22 MINUTES 32 SECONDS WEST, 8.51 FEET;
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THENCE NORTH 40 DEGREES 54 MINUTES 37 SECONDS HEST, 11.43 FEET;
 THENCE NORTH OO DEGREES OO MINDRES OO SECONDS WEST, 4.83 FEET,
 THENCE NORTH 01 DEGREES 12 MINUTES 47 SECONDS WEST 4.37 FEET;
 THENCE NORTH 29 DEGREES 33 MINUTES 27 SECONDS WEST, 1.46 FEET;
 THENCE SOUTH 69 DEGREES OF MINUTES 13 SECONDS WEST, 2.11 FEET;
THENCE PORTH DO DEGREES 54 MINUTES 35 SECONDS WEST, 7.44 FEET;
THENCE NORTH OB DEGREES OF MINUTES 58 SECONDS HEST, 3.47 FEET;
THENCE SOUTH 90 DEGREES OF MINUTES OF SECONDS WEST, 12:07 FEST;
 THENCE SOUTH OO DEGREES 51 MINUTES 31 SECONDS EAST, 73.79 FEET TO THE SOUTH LINE OF
SAID ASSESSOR'S DIVISION;
THENCE OF THE 89 DEGREES 56 MINUTES 19 SECONDS EAST, 90.83 FEET ALONG SAID SOUTH LINE
TO THE POINT OF BEGINNING.
AND ALSO;
ALL THE LAND, PROPERTY, AND SPACE, LYING BELOW A HORIZONFAL PLANE HAVING AN ELEVATION
OF +69.45 FEET AND E CHICAGO CITY DATUM AND ABOVE A BORIZONTAL PLANE BAVING AN
ELEVATION +60.00 FEW ABOVE CHICAGO CITY DATUM AND WITHIN THE FOLLOWING DESCRIBED
BOUNDARY LINES:
BEGINNING AT THE SOUTHEAST CORNER OF LOT 12 IN ASSESSOR'S DIVISION OF LOTS 5,6 AND 8
IN BLOCK 36 IN ORIGINAL TOP OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14
EAST OF THE THIRD PRINCIPAL MERIDIAN
THENCE NORTH OF DEGREES 50 MINUTES 15 SECONDS WEST, (ASSUMED), 42.00 FEET ALONG THE
EAST LINE OF SAID LOT 12;
THENCE SOUTH 89 DEGREES 56 MINUTES 26 SECONDS WEST, 41.27 FEET;
THENCE MORTH 76 DEGREES 30 MINUTE: 94 SECONDS WEST, 23 50 FEET;
THENCE NORTH 89 DEGREES 22 MINUTES 22 SECONDS WEST, 8.51 FEET;
THENCE NORTH 40 DEGREES 54 MINUTES 37 SPLONDS WEST, 41.43 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SCOONDS WEST, 4.83 FEET;
THENCE BORTH BI DEGREES 12 MINDTES 47 SECO (D) WEST, 4.37 FEET;
THENCE NORTH 29 DEGREES 33 MINUTES 27 SECONDS WEST, 1.48 FEET;
THENCE SOUTH 09 DEGREES 05 MINUTES 13 SECONDS APAT, 2.11 FEET, THENCE NORTH 00 DEGREES 54 MINUTES 35 SECONDS WE'D, 7.44 FEET,
THENCE NORTH OF DEGREES OF MINUTES SO SECONDS WEST, 3.47 FERT,
THENCE SOUTH 90 DEGREES OF MINUTES OF SECONDS WEST, 12.07 FEET,
THENCE SOUTH OO DEGREES 51 MINUTES 22 SECONDS EAST, 73 79 FEET TO THE SOUTH OF SAID
ASSESSOR'S DIVISION;
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#### AND ALSO:

LINE TO THE POINT OF BEGINNING

ALL THE LAND, PROPERTY, AND SPACE, LYING BELOW A BORIZONTAL PLANE HAVING AN ELEVATION OF +69.45 FEET ABOVE CHICAGO CITY DATUM AND ABOVE A HORIZONTAL PLANE RAVING AN ELEVATION OF +88.35 FEET ABOVE CHICAGO CITY DATUM AND WITHIN THE FOLLOWING DESCRIBED BOUNDARY LINES:

THENCE NORTH 89 DEGREES 56 MINUTES 19 SECONDS EAST, 100.270 FET ALONG SAID SOUTH

BEGINNING AT THE SOUTHEAST CORNER OF LOT UP IN ASSESSOR'S DIVISION OF LOTS 5,5 AND 8 19 BLOCK 36 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE NORTH OF DEGREES 50 MINUTES 15 SECONDS WEST, (ASSUMED), 41.56 FEET ALONG THE EAST LINE OF SAID LOT 12;

THENCE SOUTH 89 DEGREES 59 MINUTES 43 SECONDS WEST, 41 18 FERT;

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THENCE NORTH 75 DEGREES 41 MINUTES 43 SECONDS WEST, 24.15 FEET;
 THENCE SOUTH 89 DEGREES 56 MINUTES 48 SECONDS WEST, 7.86 FEET;
 THENCE WORTH 40 DEGREES 54 MINUTES 42 SECONDS WEST, 11.72 FEET;
 THENCE NORTH OF DEGREES 46 MINUTES 59 SECONDS WEST, 5.21 FEET;
 THENCE SOUTH 89 DEGREES 13 MINUTES 43 SECONDS WEST, 5.88 FEET;
 THEMCE IN ATT 08 DEGREES 07 MINUTES 50 SECONDS WEST, 12.24 FEET,
 THENCE SOUTH 19 DEGREES 59 MINUTES 52 SECONDS WEST, 13.00 FEET;
 THENCE SOUR! JO DEGREES 29 MINUTES 24 SECONDS WEST, 1.50 FEET;
 THENCE SOUTH TO DEGREES 51 MINUTES 22 SECONDS EAST, 71.25 FEET TO THE SOUTH OF SAID
 ASSESSOR'S DIVISIONA
 THENCE MORTH 89 DEGREES 56 MINUTES 19 SECONDS EAST, 100.270 FEET ALONG SAID SOUTH
 LINE TO THE POINT OF BEGINNING.
 AND ALSO:
 ALL THE LAND, PROPERTY, AND SPACE, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION
 OF +103.93 FEET ABOVE CHICAGO (ITY DATUM AND ABOVE A HORIZONTAL PLANE HAVING AN
 ELEVATION OF +88.35 FEET ABOVE CHICAGO CITY DATUM AND WITHIN THE FOLLOWING DESCRIBED
 BOUNDARY LINES:
 BEGINNING AT THE SOUTHEAST CORNER OF LOT 12 IN ASSESSOR'S DIVISION OF LOTS 5,6, AND 8
 IN BLOCK 36 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14
 EAST OF THE THIRD PRINCIPAL MERIDIAN;
THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS WEST, (ASSUMED), 100.27 FEET ALONG THE
SOUTH LINE OF SAID ASSESSOR'S DIVISION:
THENCE NORTH OO DEGREES 51 MINUTES 22 SECONDS WEST, 74.28 FEET;
THENCE MORTH 89 DEGREES 59 MINUTES 52 SECONDS FAST, 13.24 FEET;
THENCE NORTH OR DEGREES OF MINUTES OF SECONDS WEST, 15.29 FEET;
THENCE NORTH OO DEGREES OO MINUTES OO SECONDS WE'T 58.21 FEET;
THENCE NORTH O3 DEGREES 27 MINUTES O7 SECONDS EAST, 19.17 FEET;
THENCE NORTH 90 DEGREES 00 MINUTES UO SECONDS EAST, 8 11 FEET;
THENCE NORTH OO DEGREES OO MINUTES OO SECONDS WEST, 14 47 FEET;
TO THE NORTH LINE OF SAID ASSESSOR'S DIVISION;
THENCE SOUTH 89 DEGREES 59 MINUTES 53 SECONDS EAST, 78.31 TELT ALONG SAID NORTH LINE
TO THE NORTHEAST CORNER OF LOT 2 IN SAID ASSESSOR'S DIVISION;
THENCE SOUTH 00 DEGREES 50 MINUTES 15 SECONDS EAST, 181.14 FEET /LONG THE EAST LINE
OF SAID ASSESSOR'S DIVISION TO THE POINT OF BEGINNING.
EXCEPTING FROM THE FOREGOING ALL THE LAND, PROPERTY, AND SPACE, LYING FEWOM A
HORIZONTAL PLANE HAVING AN ELEVATION OF +103.93 FEET ABOVE CHICAGO CITY PATUM AND
ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +88 35 FEET ABOVE CHICAGO CITY DATUM
AND WITHIN THE FOLLOWING DESCRIBED BOUNDARY LINES:
COMMENCING AT THE SOUTHEAST CORNER OF LOT 12 IN ASSESSOR'S DIVISION OF LOTS 5,5 AND 8
IN BLOCK 36 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14
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THENCE NORTH OF DEGREES SO MINUTES 24 SECONDS WEST, 41.80 FEET ALONG THE EAST LINE OF SAID LOT 12 TO THE POINT OF SEGINNING FOR THE EXCEPTION PARCEL HEREINAFTER DESCRIBED;

THENCE NORTH 00 DEGREES 50 MINUTES 24 SECONDS WEST, 10.11 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 46 SECONDS WEST, 35.99 FEET; THENCE NORTH 80 DEGREES 21 MINUTES 55 SECONDS WEST, 17.87 FEET; THENCE NORTH 70 DEGREES 39 MINUTES 36 SECONDS WEST, 16.77 FEET; THENCE SOUTH 16 DEGREES 45 MINUTES 03 SECONDS WEST, 13.31 FEET;

EAST OF THE THIRD PRINCIPAL MERIDIAN:

THEREE BORTH BY DEGREET SO MINRITES AS SECONDS EAST, BLOS FEET,

THERE'S SOUTH 76 DEGREES OF MIROTES 57 SECONDS EAST, 24.07 FEET;

THENCE NORTH TO DEGREES OF MINUTES OF SECONDS EAST, 41.40 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 89 DEGREES 59 MINUTES 53 SECONDS EAST, 78.31 FERT ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF LOT 2 IN SAID ASSESSOR'S DIVISION.

THENCE SOUTH OF DEGREES SO MINUTES AS SECONDS EAST, 181.14 FEET ALONG THE EAST LIBE OF SAID ASSESSOR'S DIVISION TO THE POINT OF BEGINNING.

EXCEPTING FROM THE FORESOING ALL THE LAND, PROPERTY, AND SPACE, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF *103.93 FEET ABOVE CHICAGO CITY DATUM AND ABOVE A HOW FORTH PLANE HAVING AN ELEVATION OF (88.35 FEET ABOVE CHICAGO CITY DATUM AND WITHIUS 2 IE FOLLOHING DESCRIBED BOUNDARY LINNES:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 12 IN ASSESSOR'S DIVISION OF LOTS 5,6 AND 8 IN BLOCK 36 IN OUTCOMAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THERD PRINCIPAL MERIDIAN;

THENCE MORTH OF DEGREES SO MINUTES 24 SECONDS WEST, 41 SO FEET ALONG THE EAST LINE OF SAID LOT 12 TO THE POILT OF REGINNING FOR THE EXCEPTION PARCEL HEREINAPTER DESCRIBED;

THENCE MORTH OF DEGREES SO LINUISES 24 SECONDS WEST, 10:11 FEET;

THENCE MORTH BY DEGREES 59 MINUTES 46 SECONDS WEST, 35 99 FEET;

THENCE MORTH 80 DEGREES 21 MINUTES 95 SECONDS HEST, 17.87 FEET; THENCE MORTH 70 DEGREES 39 MINUTES 37 SECONDS HEST, 16.77 FEET;

THENCE SOUTH 16 DEGREES 45 MINUTES OF SECONDS WEST, 13.31 PRET;

THENCE PORTH 09 DEGREES 56 MINUTES 42 FECOIDS EAST, 8.65 FEET;

THENCE SOUTH 76 DEGREES OF MINUTES 57 SECONDS EAST, 24.07 FEET;

THENCE NORTH 90 DEGREES OF MINUTES OF SECURES EAST, 41.40 FEET TO THE POINT OF BEGINNING.

#### AND ALSO:

ALL THE LAND, PROPERTY, AND SPACE, ABOVE A HORIZONIAL PLANE HAVING AN ELEVATION OF +101.93 FEET ABOVE CHICAGO CITY DATUM AND WITHIN THE FOLLOWING DESCRIBED BOUNDARY

BEGINNING AT THE SOUTHEAST CORNER OF LOT 12 IN ASSESSOR'S EXPLEIOR OF LOTS 5,6, AND 8 IN BLOCK 36 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNES,P 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN:

THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS WEST, (ASSUMED), 1912 27 FEET ALONG THE SOUTH LINE OF SAID ASSESSOR'S DIVISION;

THENCE MORTH DO DEGREES 51 MINUTES 22 SECONDS WEST, 181.25 FEET TO THE FORTH LINE OF SAID ASSESSOR'S DIVISION;

THENCE SOUTH 89 DEGREES 59 MINUTES 53 SECONDS EAST, 100.34 FEWT TO THE EAST LINE OF SAID ASSESSOR'S DIVISION;

THENCE SOUTH GO DEGREES SO MINUTES 15 SECONDS EAST, 181 14 FEET ALONG THE EAGULINE OF LOTS 2,3, AND 12 IN SAID ASCESSOR'S DIVISION TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM ALL THE LAND, PROPERTY, AND SPACE, ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +103.93 FEET ABOVE CRICAGO CITY DATUM AND BITHIN THE FOLLOWING DESCRIBED BOUNDARY LINES:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 12 IN ASSESSOR'S DIVISION OF LOTS 5,6, AND 8 IN BLOCK 36 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

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THENCE SOUTH BY DEGREES 56 MINUTES 19 SECONDS WEST, (ASSUMED), 20 94 FEET ALONG THE
 BOUTH LINE OF SAID LOT 12;
THENCE NORTH OU DEGREES OF MINUTES 41 SECONDS MEST, 42.02 FEET TO THE POINT OF
BEGINNING FOR THE PARCEL HEREINAFTER DESCRIBED;
THENCE NORTH 69 DEGREES 58 MINUTES 57 SECONDS WEST, 20.91 FEET;
THENCE WORTH 77 DEGREES 10 MINUTES 54 SECONDS WEST, 23.70 FEET;
THENC, WITH 87 DEGREES 12 MINUTES 09 SECONDS WEST, 8.59 PERT;
THENCE NORTH 15 DEGREES 54 MINUTES 18 SECONDS EAST, 13.81 FEET;
THENCE SO ITY 69 DEGREES 45 MINUTES 43 SECONDS EAST, 17.00 FEET;
THENCE SOUTY 7) DEGREES 55 MINUTES OF SECONDS EAST, 17.64 FEET;
THENCE BOUTH BY LEGREES 58 MINUTES 55 SECONDS EAST, 15.50 FEET;
THENCE SOUTH OF PAGEZES OF MINUTES OF SECONDS MEST, 10.00 FEET TO THE POINT OF
BEGINNING.
ALL IN COOK COUNTY, ILLINOIS.
PARCEL 6 (OFFICE PARCEL)
ALL THE LAND, PROPERTY, AND SPACE, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION
OF +69.45 FEET ABOVE CHICAGO C. TY DATUM AND ABOVE A HORIZONTAL PLANE HAVING AN
ELEVATION OF +60.00 FEET ABOVE CLICACO CITY DATUM AND WITHIN THE FOLLOWING DESCRIBED
BOUNDARY LINES:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 36 IN ORIGINAL TOWN OF CHICAGO IN
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ELEVATION OF +60.00 FEET ABOVE CRICAGO COTY DATUM AND ABOVE A HORIZONTAL PLANE RAVING AN ELEVATION OF +60.00 FEET ABOVE CRICAGO CITY DATUM AND WITHIN THE FOLLOWING DESCRIBED BOUNDARY LINES:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 36 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE NORTH 60 DEGREES 50 MINUTES 15 SECONDS WEST, (ASSUMED), 42 00 FEET ALONG THE WEST LINE OF SAID LOT 7;

THENCE NORTH 69 DEGREES 56 MINUTES 07 SECONDS FAST, 22.07 FEET;

THENCE NORTH 69 DEGREES 51 MINUTES 13 SECONDS WEST, 6.33 FEET;

THENCE NORTH 69 DEGREES 51 MINUTES 13 SECONDS WEST, 5.01 FEET;

THENCE NORTH 69 DEGREES 59 MINUTES 37 SECONDS WEST, 5.01 FEET;

THENCE SOUTH 46 DEGREES 59 MINUTES 41 SECONDS EAST, 6.36 FORT TO THE EAST LINE OF THE WEST HALF OF SAID LOT 7;

THENCE SOUTH 00 DEGREES 50 MINUTES 16 SECONDS EAST, 49.55 FEET ALONG THE EAST LINE OF THE WEST HALF OF SAID LOT 7 TO THE SOUTH LINE OF SAID LOT 7;

THE WEST RALF OF SAID LOT 7 TO THE SOUTH LINE OF SAID LOT 7;
THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS WEST, 40.00 FEET ALING SAID SOUTH LINE
TO THE POINT OF BEGINNING.

AND ALSO:

ALL THE LAND, PROPERTY, AND SPACE, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +08.35 FEET ABOVE CHICAGO CITY DATUM AND ABOVE A HORIZONTAL PLANE HAVING AND ELEVATION OF +69.45 FEET ABOVE CHICAGO CITY DATUM AND WITHIN THE FOLLOWING DESCRIBED BOUNDARY LINES:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 36 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 00 DEGREES 50 MINUTES 15 SECONDS WEST, (ASSUMED), 41.56 FEET ALONG THE WEST LINE OF SAID LOT 7;

THENCE NORTH 89 DEGREES 59 MINUTES 43 SECONDS EAST, 5.22 FEET; THENCE NORTH 00 DECREES 30 MINUTES 00 SECONDS WEST, 10.54 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 46 SECONDS EAST, 7.38 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 2.08 FEET;

THENCE MORTH 89 DEGREES OF MINUTES TO SECONDS EAST, 15.62 FRET;

THENCE SOUTH 46 DEGREES 59 MINUTES 28 SECONDS EAST, 7.18 FEET;

THENCE FORTH 89 DEGREES ST MINUTES 22 SECONDS EAST, TO THE EAST LINE OF THE WEST HALF OF SAID LOT 7;

THENCE SOUTH OD DEGREES SO MINUTES 16 SECONDS EAST, 49.50 FEET ALONG THE EAST LINE OF THE HEST HALF OF SAID LOT 7 TO THE SOUTH LINE OF SAID LOT 7;

THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS WEST, 40.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

AND ALSO

ALL THE LAPS, PROPERTY, AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +88.35 FEET ABOVE CHICAGO CITY DATUM AND WITHIN THE FOLLOWING DESCRIBED BOUNDARY CIDES:

BEGINNING AT THE COUTHWEST CORNER OF LOT 7 IN BLOCK 36 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIT 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH BO DEGREES 30 MINUTES 15 SECONDS WEST (ASSUMED), 181.14 FEET ALONG THE

HEST LINE OF SAID LOT 7 %0 TIO: NORTH LINE OF SAID LOT 7; THENCE SOUTH B9 DEGREES 59 AINITES 55 SECONDS EAST, 40.00 FEET ALONG THE NORTH LINE

OF SAID LOT 7 TO THE EAST LINE OF THE HEST HALF OF SAID LOT 7;

THENCE SOUTH GO DEGREES SO MINUTED 16 SECONDS EAST, 181.10 FEET ALONG THE EAST LINE OF THE HEST HALF OF SAID LOT 7 TO THE GOTH LINE OF SAID LOT 7;

THENCE SOUTH BY DEGREES 56 MINUTES 19 SECONDS WEST, 40.00 FEET ALONG THE SOUTH LINE OF SAID LOT 7 TO THE POINT OF REGINNING

EXCEPTIBLE FROM THE ABOVE THE FOLLOWING OFFICEIBED PARCEL:

ALL THE LAND, PROPERTY, AND SPACE LYING BELOW A BORTZONYAL PLANE HAVING AN ELEVATION OF +103.93 FEET ABOVE CHICAGO CITY DATUM AND ABOVE A BORTZONYAL PLANE HAVING AN ELEVATION OF +088 45 FEET ABOVE CHICAGO CITY DATUM, AND DITTHIN THE FOLLOWING DESCRIBED BOUNDARY LINES:

COMMENCING AT THE SOUTHWEST CORRER OF LOT 7 IN BLOCK 6 IN ORIGINAL TORN OF CHICAGO IN SECTION 9, TOURSHIP 19 NORTH, RANGE 14 EAST OF THE THISD PRINCIPAL MERIDIAN; THENCE BORTH OO DEGREES SO MINUTES IS SECONDS WEST (ASSUMAN), 41.80 FIRT ALONG THE HEST LINE OF SAID LOT 7 TO THE POINT OF BEGINNING FOR DAID EXCEPTION;

THEMOS MORTH SO DEGREES OF MINUTES OF SECONDS EAST, 5 OF FARE

THENCE BORTH OF DEGREES OF MINUTES OF SECONDS WEST, W. TO PEET

THENCE NORTH AS DEGREES SO MINUTES AT SECONDS NEST, 5.18 FEET

THENCE SOUTH OO DEGREES SO MINUTES IS SECONDS EAST, TO IT FEET TO THE POINT OF BEGINNING OF SAID EXCEPTION, ALL IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENTS CONTAINED IN THE RECIPROCAL RIGHTS AGREEMENT DATED MARCH 20, 1997 AND REFORDED APRIL., 1997 AS DOCUMENT. AND SIGNED BY 37 HEST RANDOLPH STREET LIMITED PARTHERSHIP, AN ILLINOIS LIMITED PARTHERSHIP, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRESTEE UNDER TRUST AGREEMENT DATED MAY 25, 1988 AND KNOWN AS TRUST NUMBER 10 5522 06, LIVERT REALTY (CHICAGO) INC., A DELAHARE CORPORATION, JOHN ALDEN LIFE INSURANCE COMPANY, ORIENTAL CHICAGO LLC AND CITY OF CHICAGO, AN ILLINOIS BUBLICIDAL CORPORATION.

#### EXHIBIT "E"

#### CONDITIONS PRECEDENT

- 1. Second Modification of Loan Documents, duly executed in recordable form.
- 2. UCC-3 Continuations of Financing Statements, if required.
- 3. Assign ent of Mortgage from Alden Life.
- 4. Legal Opinion of Borrower's and Guarantor's Counsel.
- 5. ALTA Statement.
- 6. GAP Personal Undertakti g
- 7. Certified Copy of Land Trult Agreement
- 8. Certified Copies of Letters of Direction
- 9. Proceeds letter.
- 10. Certified Copy of Limited Partnership Agreement and all amendments thereto Beneficiary.
- 11. Certificate of Limited Partnership Beneficiary.
- 12. Certificate of Existence Beneficiary.
- 13. Certified Copy of Limited Partnership Agreement and all amendments thereto General Partner.
- 14. Certificate of Limited Partnership General Partner.
- 15. Certificate of Existence.
- 16. Certified Copies of Articles of Incorporation.
- 17. Certified Copy of By-Laws.
- 18. Certificate of Good Standing.
- 19. Corporate Resolutions (Incumbency Certificate).

- Loan Policy of Title Insurance. 20.
- 21. Survey
- 22. Evidence of Insurance.
- UCC, Tax and Judgment Lien Scarches. 23.
- 24. Certified Copy of Current Rent Roll.
- Current Operating Statement for 1997 (year to date). 25.
- Loan Modification Fee \$2,500. 26.
- Documents relating to sale of Theater Development. 27.
  - copy of Trustee's Deed Conveying Theater Development to Livent. (a)
  - Partial Release Documents Payoff letter. (b)
  - (c)
  - tith .

    stilement with Dove.

    i) Executed Settlement Agree.

    (ii) Dismissal of Lawsuit.

    Executed Reciprocal Rights Agreement.

    Posing Statement. (d)
  - (e)
- 28. Escrow letter.
- 29, Others as required.

EXHIBIT "F"

RENT ROLL

Proberty of Cook County Clerk's Office Attached.

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32 West Rendolph St. Building Rent Boll

As Of March 1, 1997

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Page Two Rent Roll - 32H - 3-1-97

APPROX.	4,238	3,800	4,238	4,238	5,403	6,265	6,265	52,529	22,051
NEW SERVICE	5	10,01,95 to 09/30,00	LUISTHENT TOTAL SQ. FT. IRO FLR.			02/01/97 to 12/31/99		36/0K/60 ca E6/10/01	Adherday Total SQ. Pr. 8th Flat
NORTH REAL		4,275.03	HUITENERT TODEL SQ.	C		300,00		26,618.37	Autustrant Total SQ. 1
ARREAL RESE		51,300.00			400	9,500.00	(C)	319,420.44	
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LOCKTON	2ND FLOOR	339		400 400	500 500	67H FLOOR 600	77H FICOR	BTE FLOOR 800	

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HONEY REAL	C. C.	2, 737, 50	39, 125, 28					28,229.65 23,625.63 23,645.63			
PARRE PORT	140,542,44	81,450.00	23,502.90	O'K CO	94			339,535,82			97230000
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Page Three Rent Boll - 32M - 3-1-97

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FRE TEXT				TOTAL SQ. PT. 13TH PLR	65/37/57 to 95/31/57	06/01/97 to 05/31/98 06/01/96 to 05/31/97 06/01/97 to 05/31/98	. स. १४७ सरू	Month-to-Month		•		Adjenent Tura 30. pt. 16th fly.
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WEST TERM							03/01/96 to 07/31/97 08/01/97 to 07/31/99 08/01/98 to 07/31/99 03/01/99 to 07/31/00	£	Q. FT. 2075 F.E.			,	34/01/36 to 03/31/00	70991 SQ. FJ. 2223 FLR.	
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PHEEDY, PERT						Co			× L				2,409.00		\$1,508,769.20
TESTAT	Vacant		Vacant		Vacant		Cook: County		*\( \)	Vacant	7	Office of the Balking	Same Builders	CO	TUBES
INCOME BIRT	1700	ETH PLOCA	JOST	19TE FICOR	1300	20TH FLOOR	2300		ZiST FLORE	3160	22:00 71.00R		2216		

Page Five Sent Roll - 32N - 3-1-97