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Prepared by e-mail to:  
WILLIAM M. SMITH  
8811 W. 159<sup>th</sup> St., #200  
Orland Hills, IL 60477

ASSIGNMENT OF RENTS

This Assignment of Rents made this 4<sup>th</sup> day of June, 1998, by and between GreatBank Trust Company as Trustee under a Trust Agreement dated February 16, 1998 and known as Trust No. 8000, and GreatBank a National Association.

WHEREAS the Undersigned has executed a certain Mortgage (hereinafter referred to as "Mortgage") of even date herewith to Mortgagee, conveying the real estate legally described as:

see attached Rider "A"

PIN #17-09-410-014-1227  
Commonly known as: 300 N. State St., Unit No. 3307, Chicago, Illinois

PIN #17-09-410-014-1700  
Commonly known as: 300 N. State St., Unit No. 3631, Chicago, Illinois

PIN #17-09-410-014-1389  
Commonly known as: 300 N. State St., Unit No. 5401, Chicago, Illinois

PIN #17-09-410-014-1448  
Commonly known as: 300 N. State St., Unit No. 6008, Chicago, Illinois

and given to secure a Note of the Undersigned in the principal sum of THREE HUNDRED FIFTY THOUSAND AND NO/100THS (\$350,000.00) DOLLARS and GreatBank a National Association (hereinafter called the "Mortgage"), is the legal Owner and Holder of the Note and Mortgage; and

WHEREAS, the Undersigned is desirous of further securing the Mortgage and the indebtedness now due and to become due to the Mortgagee secured by the Mortgage or otherwise.

NOW THEREFORE, the Undersigned, for and in consideration of these presents and the mutual agreements herein contained and as further and additional security to the Mortgagee, and in consideration of other good and valuable consideration to the Undersigned, the receipt whereof is hereby acknowledged, does hereby sell, assign and transfer unto the Mortgagee all the rents, issues and profits now due and which may hereafter become due under or by virtue of any Lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the premises above described or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all the said Leases and agreements, and all the avails thereof, to the Mortgagee, and the Undersigned does hereby appoint irrevocably the Mortgagee

EXHIBIT ATTACHED  
HERE TO AND MADE A PART HEREOF.

BAG 40252 LPA 484

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its true and lawful attorney in its name and stead (with or without taking possession of the aforesaid premises), to rent, lease or let all or any portion of said premises to any party or parties at such rental and upon such term, in its discretion as it may determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter exist on said premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Mortgagee would have upon taking possession of the said premises pursuant to the provisions hereinafter set forth.

The Undersigned represents and agrees that no rent has been or will be paid by any person in possession of any portion of the above-described premises for more than one (1) installment in advance and that the payment of none of the rents to accrue for any portion of said premises has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by the Undersigned. The Undersigned waives any right of set off against any person in possession of any portion of the above-described premises.

NOTHING HEREIN CONTAINED shall be construed as constituting the Mortgagee a "mortgagee-in-possession" in the absence of the taking of actual possession of the said premises by the Mortgagee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by the Undersigned.

The Undersigned further agrees to assign and transfer to the Mortgagee all future Leases upon all or any part of the above-described premises and to execute and deliver, immediately upon the request of the Mortgagee, all such further assurances and assignment in the premises as the Mortgagee shall from time to time require.

ALTHOUGH IT IS the intention of the Parties that this ASSIGNMENT OF RENTS shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Mortgagee shall not exercise any of the rights and powers conferred upon it herein until and unless a default shall occur in the payment of interest or principal due under the Note secured by the above-described Mortgage or in the performance or observance of any of the conditions or agreements of any instrument now or at any time securing said Note or the debt secured or evidenced thereby or by any extension thereof and nothing herein contained shall be deemed to affect or impair any rights which the Mortgagee may have under said Note and Mortgage or any other instruments herein mentioned.

IN ANY CASE in which, under the provisions of the above-described Mortgage, the Mortgagee has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due, or whether before or after institution of legal proceeding to foreclose the lien thereof or before or after sale thereunder, forthwith, upon demand of the Mortgagee, the Undersigned agrees to surrender to the Mortgagee and the Mortgagee shall be entitled to take actual possession of the premises or any part thereof personally, or by its agents or attorneys, and Mortgagee in its discretion may enter upon and take and maintain possession of all or any part of said premises, together with all the documents, books, records, papers and accounts of the Undersigned or then owner of the premises relating thereto, and may exclude the Undersigned, its agents or servants, wholly therefrom and may as attorney-in-fact or agent of the Mortgagee, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the premises and conduct the business, if any, thereof either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of security of the avails, rents, issues, and profits of the premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to the Undersigned, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Undersigned to cancel the same, to elect to disaffirm any lease or sublease made subsequent to the aforesaid Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorating, renewals, replacement, alterations, additions, betterments and improvements to the above-described premises that may seem judicious, in its discretion, insure and reinsure the same for all risks incidental to Mortgagee's possession, operation and management thereof (and to receive all such avails, rents, issues and profits).

THE MORTGAGEE SHALL NOT be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases or rental agreements relating to said premises, and the Undersigned shall and does hereby agree to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under any leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases. Should the Mortgagee incur any such liability, loss or damage, under said Leases or under or by reason of the assignment thereof, or in the defense of any claims or demands the Undersigned agrees to reimburse the Mortgagee for the amount thereof, including costs, expenses and reasonable attorneys' fees, immediately upon demand.

The Mortgagee, in the exercise of the rights and powers conferred upon it by this Assignment of Rents, shall have full power to use and apply the avails, rents, issues and profits of the premises to the payment of or on account of the following, in such order as the Mortgagee may determine:

- (a) to the payment of the operating expenses of said property, including cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agent or agents, if management be delegated to an agent or agents, and it shall also include lease commissions and other compensation and expenses of seeking and procuring Tenants and entering into Leases), establish claim for damages, if any, and premiums or insurance hereinabove authorized;
- (b) to the payment of taxes and special assessments now due or which may hereafter become due on said premises;
- (c) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments, and improvements of said premises, including the cost from time to time of placing said property in such condition as will, in the judgement of the Mortgagee, make it readily rentable;
- (d) to the payment of any indebtedness secured by the described Mortgage or any deficiency which may result from any foreclosure sale.

The Undersigned does further specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part of the above-described premises to pay all unpaid rental agreed upon in any tenancy to the Mortgagee upon receipt of demand from said Mortgagee to pay the same.

IT IS UNDERSTOOD AND AGREED that the provisions set forth in this Assignment herein shall be deemed as a special remedy given to the Mortgagee, and shall not be deemed exclusive of any of the remedies granted in the above-described Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted.

WHENEVER THE WORD "Undersigned" is mentioned herein, it is hereby understood that the same includes and shall be binding upon Successors and Assigns of the Undersigned, and any Party or Parties holding Title to the above-described premises by, through or under the Undersigned. All of the rights, powers, privileges and immunities herein granted and assigned to the Mortgagee shall also inure to its successors and assigns, including all holders, from time to time, of the above-described Note.

IT IS EXPRESSLY UNDERSTOOD that no judgment or decree, which may be entered on any debt secured or intended to be secured by the above-described Mortgage, shall operate to abrogate or lessen the effect of this Instrument, but that the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured by said Mortgage, in whatever form the said indebtedness may be and until the indebtedness secured by said Mortgage shall have been paid in full and all bills incurred by virtue of the authority herein contained have been fully paid out of rents, issues, and profits of the property, or by the Undersigned, or until such time as this Instrument may be voluntarily released. This Instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a Deed



## EXONERATION CLAUSE - MISCELLANEOUS INSTRUMENTS

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against GreatBanc Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representations, covenant, undertaking or agreement of the said Trustee whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

GreatBanc Trust Company as  
Trustee under Trust

No. 8000

By Angela Bianchetti

Assistant Vice Pres. & Senior Land Trust Officer



## CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 BA940362 LPA  
STREET ADDRESS: 300 N. STATE ST.  
CITY: CHICAGO COUNTY: COOK  
TAX NUMBER: 17-09-410-014-1448

## LEGAL DESCRIPTION:

## PARCEL I:

UNIT NO. 3307 AS DELINEATED ON SURVEYS OF LOTS 1 AND 2 OF HARPER'S RESUBDIVISION OF PART OF BLOCK 1 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF A PART OF BLOCK 1 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PARTS OF CERTAIN VACATED STREETS AND ALLEYS LYING WITHIN AND ADJOINING SAID BLOCKS, SITUATED IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, WHICH SURVEYS ARE ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY MARINA CITY CORPORATION AND RECORDED DECEMBER 15, 1977 IN THE OFFICE OF THE RECORDER OF DEEDS FOR COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 24238692 TOGETHER WITH AN UNDIVIDED 0.061 PERCENT INTEREST IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM OWNERSHIP (EXCEPTING FROM SAID PROPERTY ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION OF CONDOMINIUM OWNERSHIP AND SURVEYS) IN COOK COUNTY, ILLINOIS.

## PARCEL II:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL I AFORESAID AS SET FORTH IN DECLARATION OF CONDOMINIUM OWNERSHIP AFORESAID RECORDED DECEMBER 15, 1977 AS DOCUMENT NUMBER 24238692 AND AS CREATED BY DEED FROM MARINA CITY CORPORATION, A CORPORATION OF ILLINOIS, TO DAVIDA F. MARSHAK RECORDED JANUARY 5, 1978 AS DOCUMENT NUMBER 24272629 FOR ACCESS, INGRESS AND EGRESS IN, OVER, UPON, ACROSS AND THROUGH THE COMMON ELEMENTS AS DEFINED THEREIN.

## PARCEL III:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL I AFORESAID AS SET FORTH IN GRANTS AND RESERVATION OF EASEMENTS RECORDED DECEMBER 15, 1977 AS DOCUMENT NUMBER 24238691 AND AS CREATED BY DEED FROM MARINA CITY CORPORATION, A CORPORATION OF ILLINOIS, TO DAVIDA F. MARSHAK RECORDED JANUARY 5, 1978 AS DOCUMENT NUMBER 24272629 IN, OVER, UPON, ACROSS AND THROUGH LOBBIES, DRIVEWAYS, PASSAGEWAYS, STAIRS, CORRIDORS, ELEVATORS AND ELEVATOR SHAFTS LOCATED UPON THOSE PARTS OF LOTS 3 AND 4 IN HARPER'S RESUBDIVISION AFORESAID DESIGNATED AS EXCLUSIVE EASEMENT AREAS AND COMMON EASEMENT AREAS FOR INGRESS AND EGRESS AND ALSO IN AND TO STRUCTURAL MEMBERS, FOOTINGS, BRACES, CAISSONS, FOUNDATIONS, COLUMNS AND BUILDING CORES SITUATED ON LOTS 3 AND 4 AFORESAID FOR SUPPORT OF ALL STRUCTURES AND IMPROVEMENTS, ALL IN COOK COUNTY, ILLINOIS.

## PARCEL IV:

UNIT NUMBER 3631, AS DELINEATED ON SURVEYS OF LOTS 1 AND 2 OF HARPER'S



## CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 BA940353 10A  
 STREET ADDRESS: 100 N. STATE ST.  
 CITY: CHICAGO COUNTY: COOK  
 TAX NUMBER: 17-09-410-014-14.9

## LEGAL DESCRIPTION:

RESUBDIVISION OF PART OF BLOCK 1 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF A PART OF BLOCK 1 IN KINZIE'S THIRD ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WITH PARTS OF CERTAIN VACATED STREETS AND ALLEYS LYING WITHIN AND ADJOINING SAID BLOCKS, SITUATED IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, WHICH SURVEYS ARE ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY MARINA CITY CORPORATION, AND RECORDED DECEMBER 15, 1977 IN THE OFFICE OF THE RECORDER OF DEEDS FOR COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 24238692 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM OWNERSHIP, (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), SITUATED IN COOK COUNTY, ILLINOIS.

## PARCEL V:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL IV, AFORESAID, AS SET FORTH IN OF CONDOMINIUM OWNERSHIP AFORESAID, RECORDED DECEMBER 15, 1977 AS DOCUMENT NUMBER 24238692 AND AS CREATED BY DEED FROM MARINA CITY CORPORATION, A CORPORATION OF ILLINOIS, TO EARL F. FRANZ, JR. RECORDED FEBRUARY 14, 1978 AS DOCUMENT NUMBER 24323393 FOR ACCESS, INGRESS AND EGRESS IN, OVER, UPON, ACROSS AND THROUGH THE COMMON ELEMENTS AS DEFINED THEREIN.

## PARCEL VI:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL IV, AFORESAID, AS SET FORTH IN GRANTS AND RESERVATION OF EASEMENTS RECORDED DECEMBER 15, 1977 AS DOCUMENT NUMBER 24238691 AND AS CREATED BY DEED FROM MARINA CITY CORPORATION, A CORPORATION OF ILLINOIS, TO EARL F. FRANZ, JR. RECORDED FEBRUARY 14, 1978 AS DOCUMENT 24323393 IN, OVER, UPON, ACROSS AND THROUGH LOBBIES, HALLWAYS, DRIVEWAYS, PASSAGEWAYS, STAIRS, CORRIDORS, ELEVATORS AND ELEVATORS SHAFTS LOCATED UPON THOSE PARTS OF LOTS 3 AND 4 IN HARPER'S RESUBDIVISION AFORESAID DESIGNATED AS EXCLUSIVE EASEMENT AREAS AND COMMON EASEMENT AREAS, FOR INGRESS AND EGRESS, AND ALSO IN AND TO STRUCTURAL MEMBERS, FOOTINGS, BRACES, CAISSONS, FOUNDATIONS, COLUMNS AND BUILDING CORES, SITUATED ON LOTS 3 AND 4 AFORESAID FOR SUPPORT OF ALL STRUCTURES AND IMPROVEMENTS, ALL IN COOK COUNTY, ILLINOIS

## PARCEL VII:

UNIT NUMBER 5401, AS DELINEATED ON SURVEY OF LOT 1 AND LOT 2 OF HARPER'S RESUBDIVISION OF PART OF BLOCK 1 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF A PART OF BLOCK 1, IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH

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## CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 BA940252 LPA  
 STREET ADDRESS: 300 N. STATE ST.  
 CITY: CHICAGO COUNTY: COOK  
 TAX NUMBER: 17-09-410-014-1448

## LEGAL DESCRIPTION:

FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PARTS OF CERTAIN VACATED STREETS AND ALLEYS LYING WITHIN AND ADJOINING SAID BLOCKS, SITUATED IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY MARIANA CITY CORPORATION, A CORPORATION OF ILLINOIS, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 24238692; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM OWNERSHIP (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), SITUATED IN COOK COUNTY, ILLINOIS

## PARCEL VIII:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL VII AFORESAID AS SET FORTH IN DECLARATION OF CONDOMINIUM OWNERSHIP AFORESAID RECORDED DECEMBER 15, 1977 AS DOCUMENT NUMBER 24238692 AND AS CREATED BY DEED FROM MARINA CITY CORPORATION, A CORPORATION OF ILLINOIS, TO EILEEN WALSH RECORDED MARCH 20, 1978 AS DOCUMENT NUMBER 24369216 FOR ACCESS, INGRESS AND EGRESS IN, OVER, UPON, ACROSS AND THROUGH THE COMMON ELEMENTS AS DEFINED THEREIN

## PARCEL IX:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL VII AFORESAID AS CREATED BY GRANTS AND RESERVATIONS OF EASEMENTS RECORDED DECEMBER 15, 1977 AS DOCUMENT NUMBER 24238691, AND SET FORTH IN DEED FROM MARINA CITY CORPORATION, A CORPORATION OF ILLINOIS, TO EILEEN WALSH RECORDED MARCH 20, 1978 AS DOCUMENT NUMBER 24369216 IN, OVER, UPON, ACROSS AND THROUGH LOBBIES, HALLWAYS, DRIVEWAYS, PASSAGEWAYS, STAIRS, CORRIDORS, ELEVATORS, AND ELEVATOR SHAFTS LOCATED UPON THOSE PARTS OF LOTS 3 AND 4 IN HARPER'S RESUBDIVISION AFORESAID DESIGNATED AS EXCLUSIVE EASEMENT AREAS AND COMMON EASEMENT AREAS FOR INGRESS AND EGRESS AND ALSO IN AND TO STRUCTURAL MEMBERS, FOOTINGS, BRACES, CAISSONS, FOUNDATIONS, COLUMNS AND BUILDING CORRS SITUATED ON LOTS 3 AND 4 AFORESAID FOR SUPPORT OF ALL STRUCTURES AND IMPROVEMENTS

## PARCEL X:

UNIT NUMBER 6008 AS DELINEATED ON SURVEY OF LOTS 1 AND 2 OF HARPER'S RESUBDIVISION OF PART OF BLOCK 1 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF A PART OF BLOCK 1 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PARTS OF CERTAIN VACATED STREETS AND ALLEYS LYING WITHIN AND ADJOINING SAID BLOCKS SITUATED IN THE CITY OF CHICAGO, COOK COUNTY,





CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 BA940252 LPA  
STREET ADDRESS: 300 N. STATE ST.  
CITY: CHICAGO COUNTY: COOK  
TAX NUMBER: 17-09-410-014-1448

LEGAL DESCRIPTION:

ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY MARINA CITY CORPORATION, A CORPORATION OF ILLINOIS AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS FOR COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 24238692 TOGETHER WITH AN UNDIVIDED .00078 PERCENT INTEREST IN THE PROPERTY AND DESCRIBED IN SAID DECLARATION OF CONDOMINIUM OWNERSHIP (EXCEPTING FROM SAID PROPERTY ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION OF CONDOMINIUM OWNERSHIP AND SURVEYS) SITUATED IN COOK COUNTY, ILLINOIS

PARCEL XI:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL X AFORESAID AS SET FORTH IN DECLARATION OF CONDOMINIUM OWNERSHIP AFORESAID RECORDED DECEMBER 15, 1977 AS DOCUMENT NUMBER 24238692 AND AS CREATED BY DEED FROM MARINA CITY CORPORATION, A CORPORATION OF ILLINOIS, TO RICHARD R. DEMPSEY AND EILEEN M. DEMPSEY RECORDED FEBRUARY 21, 1978 AS DOCUMENT NUMBER 2437329 FOR ACCESS, INGRESS AND EGRESS IN, OVER, UPON, ACROSS AND THROUGH THE COMMON ELEMENTS, AS DEFINED THEREIN, IN COOK COUNTY, ILLINOIS

PARCEL XII:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL X AFORESAID AS CREATED IN GRANTS AND RESERVATION OF EASEMENTS RECORDED DECEMBER 15, 1977 AS DOCUMENT NUMBER 24238691 AND SET FORTH IN DEED FROM MARINA CITY CORPORATION A CORPORATION OF ILLINOIS, TO RICHARD R. DEMPSEY AND EILEEN M. DEMPSEY, RECORDED FEBRUARY 21, 1978 AS DOCUMENT NUMBER 24 333249 IN, OVER, UPON, ACROSS AND THROUGH LOBBIES, HALLWAYS, DRIVEWAYS, PASSAGEWAYS, STAIRS, CORRIDORS, ELEVATORS AND ELEVATOR SHAFTS LOCATED UPON THOSE PARTS OF LOTS 3 AND 4 IN HARPER'S RESUBDIVISION AFORESAID DESIGNATED AS 'EXCLUSIVE EASEMENT AREAS' AND COMMON EASEMENT AREAS FOR INGRESS AND EGRESS AND ALSO IN AND TO STRUCTURAL MEMBERS, FOOTINGS, BRACES, CAISSONS, FOUNDATIONS, COLUMNS AND BUILDING CORE SITUATED ON LOTS 3 AND 4 AFORESAID FOR SUPPORT OF ALL STRUCTURES AND IMPROVEMENTS IN COOK COUNTY, ILLINOIS