

UNOFFICIAL COPY 98950224

2486/0066 02 001 Page 1 of 23  
1998-10-22 15:43:10  
Cook County Recorder Parcel 7

Sale/Leaseback Transaction  
(Land Trust Form)

THIS INSTRUMENT PREPARED,  
AND AFTER RECORDING RETURN TO:  
Glenn I. Becker, Esq.  
Sonnenschein Nath & Rosenthal  
8000 Sears Tower  
Chicago, Illinois 60606



PERMANENT INDEX NUMBER:  
14-32-203-019

PROPERTY ADDRESS:  
2323 N. Kenmore  
Chicago, IL

ABOVE SPACE RESERVED FOR COUNTY RECORDER

TRUSTEE'S SPECIAL WARRANTY DEED

ESTATE FOR YEARS

THE GRANTOR, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Bank in pursuance of a certain Trust Agreement, dated the 11th day of February, 1986, and known as Trust No. 66649 for and in consideration of TEN DOLLARS (\$10.00) in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to the power and authority vested in the GRANTOR as said Trustee, by these presents does REMISE, RELEASE, ALIEN AND CONVEY to MJH EDUCATION ASSISTANCE ILLINOIS I LLC, an Illinois limited liability company ("GRANTEE"), having an office at 280 S. Beverly Drive, Suite 204, Beverly Hills, California 90212, its successors and assigns, an estate for forty (40) years to and including August 31, 2038, in the real estate situated in the County of Cook and State of Illinois and legally described on Exhibit A attached hereto and made a part hereof (the "Real Estate").

TO HAVE AND TO HOLD the Real Estate, together with all hereditaments and appurtenances thereto belonging and all of the estate and rights of GRANTOR in and to the Real Estate, subject to the exceptions set forth on Exhibit B attached hereto and made a part hereof (hereinafter, the "Permitted Exceptions") from the date hereof and including August 31, 2038, and upon September 1, 2038 the Real Estate shall revert unto GRANTOR, its successors and assigns, ~~forever~~. It is the intent of GRANTOR by virtue of this instrument to create an estate for forty (40) years in the Real Estate in GRANTEE with a reversionary fee interest in the Real Estate in GRANTOR.

Exempt under Provisions of Paragraph b,  
Sec. 31-45, Property Tax Code.

Dated this 19th day of October, 1998

Glenn I. Becker

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In addition to the Permitted Exceptions set forth on Exhibit B, as a further Permitted Exception, this Deed is given and made subject to the terms and conditions of that certain unrecorded Lease Agreement by and between DEPAUL UNIVERSITY and GRANTEE dated as of September 1, 1998 (the "Lease") (a memorandum of which has been recorded or will be recorded simultaneously with the recordation of this Deed). The Lease and the terms and conditions thereof shall hereby be deemed to bind and run with the Real Estate.

In addition to and including the Real Estate, GRANTOR, DePaul University, and other Illinois land trusts under which DePaul University is the sole beneficiary, have sold and conveyed to GRANTEE, via separate Special Warranty Deeds (one of which is this Special Warranty Deed), an estate for a term of forty (40) years in each of the thirteen (13) student residence or university buildings having the common addresses and legal descriptions collectively set forth on Schedules 1-13 attached hereto and made a part hereof, including the real property upon which such buildings are located and the appurtenant rights relating thereto (said buildings, real property, and appurtenant rights being collectively referred to herein as the "Properties," and individually as a "Property").

(a) Subject to the restrictions set forth below, and provided DEPAUL UNIVERSITY is not in default under the Lease beyond the expiration of any notice and cure period provided for therein, DEPAUL UNIVERSITY shall have the Right of First Refusal (as hereinafter defined) to purchase, at any time or from time to time: (i) all, but not less than all, of the Properties described on Schedules 1-13 as a whole, (ii) if GRANTEE is a land trust, 100% or a controlling percentage of the beneficial interest and/or the power of direction in such land trust (collectively, the "Beneficial Interests"), (iii) if GRANTEE is a partnership, a controlling number of units ("Units") of partnership interests in GRANTEE, or any number of Units which may result in a change in control of GRANTEE, and/or (iv) if GRANTEE is a corporation or limited liability company, a controlling number of shares, membership interests or distributional interests (collectively, "Shares") of GRANTEE, or any number of Shares which may result in a change of control of GRANTEE. In the event GRANTEE receives a bona fide offer or contract respecting the sale of the Properties, Beneficial Interests, Units and/or Shares ("a bona fide written offer") which it is willing to accept, including, without limitation, any offer pursuant to or triggered by the Standby Purchase Agreement (as defined in the Lease), GRANTEE shall promptly notify DEPAUL UNIVERSITY in writing of its desire to accept the same, as more fully described below; *provided, however*, that GRANTEE shall not be entitled to accept (and shall not accept), and DEPAUL UNIVERSITY shall not have a Right of First Refusal with respect to, a bona fide written offer for the purchase of the Properties for an aggregate purchase price that is less than an amount equal to the sum of the unpaid principal of, and accrued and unpaid interest on, the Notes (as defined in the Lease) and any other amounts then due and owing pursuant to the Mortgage (as defined in the Lease). GRANTEE further agrees that it will not accept or entertain any bona fide written offer for less than all of the Properties. Within five (5) business days after its receipt of a bona fide written offer, GRANTEE shall provide DEPAUL UNIVERSITY with a true, complete and correct written copy of said offer accompanied by true, complete and correct copies of all due diligence materials as

GRANTEE may have in its possession or control respecting the Properties, Beneficial Interests, Units and/or Shares and DEPAUL UNIVERSITY shall have the right, to be exercised in its sole discretion, to purchase the Properties, Beneficial Interests, Units and/or Shares from GRANTEE on the same terms and conditions as contained in said bona fide written offer ("Right of First Refusal"). The Right of First Refusal granted to DEPAUL UNIVERSITY in this Deed shall not apply to: (i) any transfer of the Properties to a land trust for no consideration, provided that immediately following such transfer GRANTEE, or an entity controlled by or under common control with GRANTEE, is the owner of 100% of the beneficial interest in such land trust; or (ii) any transfer of all or a controlling number of Units or Shares to any parent, subsidiary, or affiliate of GRANTEE or any entity which controls, is controlled by or is under common control with GRANTEE; provided, however, notwithstanding anything contained in the immediately preceding clauses (i) and (ii), the Right of First Refusal shall always apply with respect to any acquisition contemplated or triggered by the Standby Purchase Agreement. In the event GRANTEE delivers written notice to DEPAUL UNIVERSITY and the Standby Purchaser by July 5, 2003 to the effect that (i) the Standby Purchaser is obligated to purchase the Properties from GRANTEE as provided in the Standby Purchase Agreement, subject to DEPAUL UNIVERSITY's Right of First Refusal as provided in this Deed, and (ii) GRANTEE has agreed to sell the Properties to the Standby Purchaser as provided in the Standby Purchase Agreement, subject to DEPAUL UNIVERSITY's Right of First Refusal as aforesaid, then GRANTEE and DEPAUL UNIVERSITY acknowledge and agree that DEPAUL UNIVERSITY's receipt of such written notice (together with the Standby Purchase Agreement) shall constitute, for purposes of this Deed, a bona fide written offer from the Standby Purchaser to GRANTEE to purchase the Properties for the purchase price stated in the Standby Purchase Agreement, and shall commence the period under paragraph (b) below during which DEPAUL UNIVERSITY must exercise or waive its Right of First Refusal with respect to the bona fide written offer represented by the Standby Purchase Agreement. In the event GRANTEE fails to deliver the written notice described in the preceding sentence to DEPAUL UNIVERSITY and the Standby Purchaser by July 5, 2003, then GRANTEE and DEPAUL UNIVERSITY acknowledge and agree that GRANTEE's failure to deliver such written notice shall also constitute, for purposes of this Deed, a bona fide written offer from the Standby Purchaser to GRANTEE to purchase the Properties for the purchase price stated in the Standby Purchase Agreement, and shall commence the period under paragraph (b) below during which DEPAUL UNIVERSITY must exercise or waive its Right of First Refusal with respect to the bona fide written offer represented by the Standby Purchase Agreement. Notwithstanding anything to the contrary contain herein, the Right of First Refusal granted to DEPAUL UNIVERSITY hereunder shall be continuous and binding upon the successors and assigns of GRANTEE.

(b) If DEPAUL UNIVERSITY provides written notice to GRANTEE that it will waive its Right of First Refusal within the time period set forth below, or fails to exercise the Right of First Refusal within such time period, then GRANTEE shall be free to accept the bona fide written offer (so long as the bona fide written offer satisfies the requirements for such an offer that GRANTEE is entitled to accept, and with respect to

which DEPAUL UNIVERSITY has a Right of First Refusal, as provided in the proviso to the second sentence of paragraph (a) above) and sell the Properties, Beneficial Interests, Units and/or Shares. If GRANTEE does not sell the Properties, Beneficial Interests, Units and/or Shares under the terms and conditions of said bona fide written offer, then DEPAUL UNIVERSITY's Right of First Refusal shall remain in full force and effect for all subsequent offers as to the Properties, Beneficial Interests, Units and/or Shares. DEPAUL UNIVERSITY shall exercise or waive its Right of First Refusal granted herein by written notice to GRANTEE, which notice shall be given not later than twenty (20) business days after DEPAUL UNIVERSITY's receipt of written notice of GRANTEE's desire to accept the bona fide written offer, the due diligence materials described above, and a copy of said bona fide written offer. If DEPAUL UNIVERSITY does not provide written notice to GRANTEE within said period, GRANTEE shall provide a second written notice to DEPAUL UNIVERSITY (the "Second Notice"). GRANTEE's Second Notice shall state that DEPAUL UNIVERSITY must exercise its Right of First Refusal within ten (10) business days after DEPAUL UNIVERSITY's receipt of such Second Notice or it will be extinguished. If DEPAUL UNIVERSITY does not exercise its Right of First Refusal within ten (10) business days following DEPAUL UNIVERSITY's receipt of such Second Notice, then DEPAUL UNIVERSITY's Right of First Refusal shall be null and void and of no further legal effect with regard to the bona fide offer received by GRANTEE, subject to the terms of the last sentence of paragraph (a) above.

(c) If DEPAUL UNIVERSITY so exercises its Right of First Refusal granted hereby, the closing on the purchase of the Properties, Beneficial Interests, Units and/or Shares shall occur on that date specified in the aforesaid bona fide written offer, subject to reasonable extension if good faith delays occur, or if an extension is required on account of the procedures set forth above; provided, however, if DEPAUL UNIVERSITY exercises its Right of First Refusal in connection with any acquisition contemplated or triggered by the Standby Purchase Agreement, then the closing on the purchase of the Properties, Beneficial Interests, Units and/or Shares shall occur on or before August 15, 2003. The price to be paid by DEPAUL UNIVERSITY, upon the exercise of its Right of First Refusal, shall be the cash equivalent of the purchase price indicated in the bona fide written offer, subject to usual and customary prorations plus, in the case of any acquisition triggered by the Standby Purchase Agreement, an amount equal to the installment of interest on the Notes due within five (5) business days after the next Payment Date (as defined in the Lease) following the closing of such purchase by DEPAUL UNIVERSITY. GRANTEE and DEPAUL UNIVERSITY covenant and agree to execute and deliver any and all documents which are necessary or appropriate to memorialize the intent of the preceding sentence. Notwithstanding anything to the contrary contained in this Deed, in the event DEPAUL UNIVERSITY exercises its Right of First Refusal in connection with any acquisition contemplated or triggered by the Standby Purchase Agreement, but fails to pay such purchase price to GRANTEE for deposit into the Redemption Fund (as defined in the Lease) on or before August 15, 2003, such failure shall constitute, and shall be construed to constitute, DEPAUL UNIVERSITY's waiver of its Right of First Refusal in connection with any acquisition contemplated or triggered by the Standby Purchase Agreement, and DEPAUL

UNIVERSITY shall not thereafter have any further Right of First Refusal with respect to the purchase of the Properties or ownership interests therein.

GRANTOR warrants to GRANTEE and its successors in title that it has not created or suffered to be created any lien, charge or encumbrance against the estate conveyed hereby other than the Permitted Exceptions; and GRANTOR covenants that it will defend the estate conveyed hereby to the extent of the warranty made herein against the lawful claims of all persons claiming the same by, through or under GRANTOR.

This deed is executed by the GRANTOR, as Trustee, as aforesaid, pursuant and in the exercise of the power and authority granted to and vested in it by the terms of said deed or deeds in trust and the provisions of said trust agreement above mentioned, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

IN WITNESS WHEREOF, said GRANTOR has caused its name to be signed to these presents by its TRUST OFFICER and attested by its \_\_\_\_\_ Secretary, as of the 1st day of September, 1998.

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

By: \_\_\_\_\_ 

Its: \_\_\_\_\_ TRUST OFFICER

Exculpation on Pg 5b

Attestation not required by American National Bank and Trust Company of Chicago Bylaws

ATTEST: \_\_\_\_\_

Secretary



THIS INSTRUMENT IS EXECUTED BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY BUT SOLELY AS TRUSTEE, AS AFORESAID, IN THE EXERCISE OF THE POWER AND AUTHORITY CONFERRED UPON AND VESTED IN IT AS SUCH TRUSTEE. ALL THE TERMS, PROVISIONS, STIPULATIONS, COVENANTS AND CONDITIONS TO BE PERFORMED BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO ARE UNDERTAKEN BY IT SOLELY AS TRUSTEE, AS AFORESAID, AND NOT INDIVIDUALLY AND ALL STATEMENTS HEREIN MADE ARE MADE ON INFORMATION AND BELIEF AND ARE TO BE CONSTRUED ACCORDINGLY, AND NO PERSONAL LIABILITY SHALL BE ASSERTED OR BE ENFORCEABLE AGAINST AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO BY REASON OF ANY OF THE TERMS, PROVISIONS, STIPULATIONS, WARRANTIES, COVENANTS AND/OR STATEMENTS CONTAINED IN THIS INSTRUMENT, NOR SHALL AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO BE REQUIRED TO DEFEND AGAINST ANY CLAIM BASED ON ANY WARRANTY MADE HEREIN.

IT IS FURTHER AGREED BY THE PARTIES HERETO THAT WHENEVER AND WHEREVER THE PROVISIONS OF THIS AGREEMENT CONTAINS ANY REFERENCE TO THE RIGHT OF THE PARTY TO BE INDEMNIFIED, SAVED HARMLESS, OR REIMBURSED BY LAND TRUSTEE FOR ANY COSTS, CLAIMS, LOSS, FINES, PENALTIES, DAMAGE OR EXPENSES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, ATTORNEY'S FEES, ARISING IN ANY WAY OUT OF THE EXECUTION OF THIS INSTRUMENT OR THE RELATIONSHIP OF THE PARTIES UNDER THIS INSTRUMENT, THEN SUCH OBLIGATION, IF ANY, SHALL BE CONSTRUED TO BE ONLY A RIGHT OF REIMBURSEMENT IN FAVOR OF A PARTY OUT OF THE TRUST ESTATE HELD UNDER TRUST NO. 62534, FROM TIME TO TIME, SO FAR AS THE SAME MAY REACH; AND IN NO CASE SHALL ANY CLAIM OF LIABILITY OR RIGHT OF REIMBURSEMENT BE ASSERTED AGAINST AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, INDIVIDUALLY, ALL SUCH PERSONAL LIABILITY, IF ANY, BEING HEREBY EXPRESSLY WAIVED, AND THIS AGREEMENT SHALL EXTEND TO AND INURE FOR THE BENEFIT OF THE PARTIES HERETO, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS AND ALL PARTIES CLAIMING BY, THROUGH AND UNDER THEM. IN EVENT OF CONFLICT BETWEEN THE TERMS OF THIS RIDER AND OF THE AGREEMENT TO WHICH IT IS ATTACHED, OR ANY QUESTION OF APPARENT CLAIMED LIABILITY OR OBLIGATION RESTING UPON THE SAID TRUSTEE, THE EXCULPATORY PROVISIONS OF THE RIDER SHALL BE CONTROLLING.

STATE OF ILLINOIS )  
 )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that MARK DEGRAZIA, personally known to me to be the TRUST OFFICER of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ Secretary of said Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such TRUST OFFICER and \_\_\_\_\_, they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said Bank, as their free and voluntary act, and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

Given under my hand and official seal, this 16th day of October, 1998.

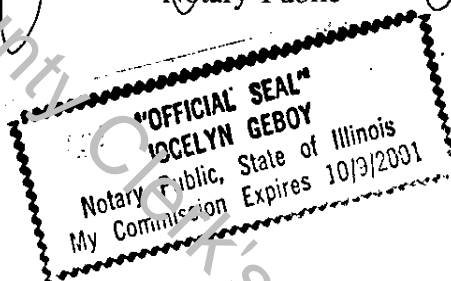
Commission Expires:

\_\_\_\_\_

*Jocelyn Geboy*  
\_\_\_\_\_  
Notary Public

This instrument was prepared by:

John J. Lawlor, Esq.  
Glenn I. Becker, Esq.  
Sonnenschein Nath & Rosenthal  
8000 Sears Tower  
Chicago, Illinois 60606



Send subsequent tax bills to:

DePaul University  
Treasurer's Office  
25 East Jackson Boulevard  
Chicago, IL 60604

SCHEDULE 1

1. Property Address: 1014 W. Belden  
Chicago, Illinois 60614

2. Legal Description of  
Property:

LOT 19 IN THE RESUBDIVISION OF BLOCK 2 IN THE SUBDIVISION OF THE  
EAST 1/2 OF BLOCK 11 IN SHEFFIELD'S ADDITION TO CHICAGO, SECTION  
32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, ACCORDING TO THE PLAT RECORDED OCTOBER 2, 1883 AS  
DOCUMENT 498242 IN COOK COUNTY, ILLINOIS.

3. Permanent Index Number: 14-32-203-012



SCHEDULE 2

1. Property Address: 1016 W. Belden  
Chicago, Illinois 60614

2. Legal Description of  
Property:

LOT 20 IN THE RESUBDIVISION OF BLOCK 2 IN THE SUBDIVISION OF THE  
EAST 1/2 OF BLOCK 11 IN SHEFFIELD'S ADDITION TO CHICAGO IN  
SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

3. Permanent Index Number: 14-32-203-011

SCHEDULE 3

1. Property Address: 1020 W. Belden  
Chicago, Illinois 60614

2. Legal Description of  
Property:

LOT 21 IN THE SUBDIVISION OF BLOCK 2 IN THE SUBDIVISION OF THE  
EAST 1/2 OF BLOCK 11 IN SHEFFIELD'S ADDITION TO CHICAGO IN  
SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

3. Permanent Index Number: 14-32-203-010

SCHEDULE 4

1. Property Address: 1022 W. Belden  
Chicago, Illinois 60614

2. Legal Description of  
Property:

LOT 22 IN SUBDIVISION OF BLOCK 2 IN SUBDIVISION OF EAST 1/2 OF  
BLOCK 11 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32,  
TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

3. Permanent Index Number: 14-32-203-009

SCHEDULE 5

1. Property Address: 2315 N. Kenmore  
Chicago, Illinois 60614

2. Legal Description of  
Property:

LOT 18 IN RESUBDIVISION OF BLOCK 2 IN THE SUBDIVISION OF THE  
EAST HALF OF BLOCK 11 IN SHEFFIELD'S ADDITION TO CHICAGO IN  
SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED  
OCTOBER 2, 1983 AS DOCUMENT NO. 498242, IN CITY OF CHICAGO, COOK  
COUNTY, ILLINOIS

3. Permanent Index Number 14-32-203-007

SCHEDULE 6

1. Property Address: 2319 N. Kenmore  
Chicago, Illinois 60614

2. Legal Description of  
Property:

LOTS 16 AND 17 IN THE RESUBDIVISION OF SUB-BLOCK 2 IN THE  
SUBDIVISION OF THE EAST 1/2 OF BLOCK 11 IN SHEFFIELD'S ADDITION  
TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

3. Permanent Index Numbers: 14-32-203-005  
14-32-203-006

SCHEDULE 7

1. Property Address: 2308 N. Sheffield  
Chicago, Illinois 60614

2. Legal Description of  
Property:

LOT 4 IN THE RESUBDIVISION OF SUB-BLOCK 2 IN THE EAST HALF OF  
BLOCK 11 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32,  
TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

3. Permanent Index Number: 14-32-203-017



SCHEDULE 8

1. Property Address: 2345 N. Kenmore  
Chicago, Illinois 60614

2. Legal Description of Property:

PARCEL 1

UNIT NUMBERS T-1, T-2, T-3, T-4, T-5, T-6, T-7, T-8, T-9, T-10, T-11, T-12, T-13, T-14, T-15, T-16, AND T-17 IN THE SANCTUARY CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF LOT 12 IN RESUBDIVISION OF BLOCK 2 IN THE SUBDIVISION OF THE EAST 1/2 OF BLOCK 11 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "E" TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25870117, AS AMENDED, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS

PARCEL 2

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT 25870116, IN COOK COUNTY, ILLINOIS.

# UNOFFICIAL COPY

3. Permanent Index Numbers:

	<u>Unit No.</u>	
14-32-203-025-1142	T-1	<b>98950224</b> Page 16 of 23
14-32-203-025-1143	T-2	
14-32-203-025-1144	T-3	
14-32-203-025-1145	T-4	
14-32-203-025-1146	T-5	
14-32-203-025-1147	T-6	
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14-32-203-025-1155	T-14	
14-32-203-025-1156	T-15	
14-32-203-025-1157	T-16	
14-32-203-025-1158	T-17	

SCHEDULE 9

1. Property Address: 2331 N. Racine  
Chicago, Illinois 60614

2. Legal Description of  
Property:

LOT 19 IN TOMLINSON'S SUBDIVISION OF THE NORTH PART OF BLOCK 2  
OF THE SUBDIVISION OF THE NORTHWEST 1/4 OF BLOCK 11 IN  
SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40  
NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

3. Permanent Index Number: 14-32-200-009

SCHEDULE 10

1. Property Address: 2333 N. Racine  
Chicago, Illinois 60614

2. Legal Description of Property:

LOT 20 IN TOMLINSON'S SUBDIVISION OF THE NORTH PART OF BLOCK 2 OF THE SUBDIVISION OF THE NORTHWEST 1/4 OF BLOCK 11 IN SHEFFIELD ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

3. Permanent Index Number: 14-32-200-008

SCHEDULE 11

1. Property Address: 2343 N. Racine  
Chicago, Illinois 60614

2. Legal Description of Property:

LOT 24 IN TOMLINSON'S SUBDIVISION OF THE NORTH PART OF SUB-BLOCK 2 OF THE SUBDIVISION OF THE NORTH WEST 1/4 OF BLOCK 11 IN THE NORTH WEST 1/4 OF BLOCK 11 IN SHEFFIELD'S ADDITION TO CHICAGO, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1988 AS DOCUMENT NUMBER 1010357, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

3. Permanent Index Number: 14-32-200-004

SCHEDULE 12

1. Property Address: 2347 N. Racine  
Chicago, Illinois 60614

5. Legal Description of Property:

LOT 25 IN TOMLINSON'S SUBDIVISION OF THE NORTH PART OF THE SUBDIVISION OF BLOCK 2 OF THE NORTH WEST 1/4 OF BLOCK 11 IN SHEFFIELD'S ADDITION TO CHICAGO, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1988 AS DOCUMENT NUMBER 1010357, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

3. Permanent Index Number: 14-32-200-003



**EXHIBIT A TO  
SPECIAL WARRANTY DEED**

**LEGAL DESCRIPTION**

LOT 15 IN RESUBDIVISION OF BLOCK 2 IN THE SUBDIVISION OF THE EAST HALF OF BLOCK 11 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN No.: 14-32-203-019

Common Address: 2323 N. Kenmore  
Chicago, Illinois

**EXHIBIT B TO  
SPECIAL WARRANTY DEED**

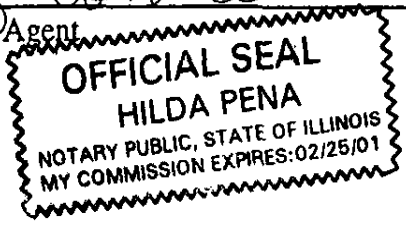
**PERMITTED EXCEPTIONS**

1. GRANTOR'S REVERSIONARY INTEREST IN THE REAL ESTATE.
2. RIGHTS OF PARTIES IN POSSESSION.
3. PRESENT AND FUTURE ZONING LAWS, ORDINANCES, RESOLUTIONS, ORDERS AND REGULATIONS OF ALL MUNICIPAL, COUNTY, STATE OR FEDERAL GOVERNMENTS HAVING JURISDICTION OVER THE PREMISES AND THE USE OF IMPROVEMENTS THEREON.
4. SUCH STATE OF FACTS AS SHOWN ON THE SURVEY FOR THE PROPERTY.
5. THE LIEN OF ANY UNPAID REAL ESTATE TAXES FOR THE SECOND INSTALLMENT OF THE YEAR 1997 AND THE YEAR 1998.
6. THE LIEN AND ALL INSTALLMENTS OF ALL UNPAID ASSESSMENTS DUE AND PAYABLE ON OR AFTER THE DATE HEREOF.
7. ALL LIENS AND ENCUMBRANCES RESULTING FROM THE INVESTIGATIONS OR ANY AND ALL OTHER ACTIVITIES UNDERTAKEN BY GRANTEE OR GRANTEE'S REPRESENTATIVES.
8. BUILDING CODES AND RESTRICTIONS HERETOFORE OR HEREAFTER ADOPTED BY ANY PUBLIC AGENCY.
9. LEASE AGREEMENT DATED AS OF SEPTEMBER 1, 1998, BY AND BETWEEN GRANTEE, AS LESSOR, AND DEPAUL UNIVERSITY, AS LESSEE.
10. EASEMENTS FOR PUBLIC UTILITIES.
11. ENCROACHMENT OF THREE STORY BRICK BUILDING ON ONTO NORTH AND ADJOINING BY 0.15 FEET AT THE WEST AND TO .05 FEET AT THE EAST END, AS SHOWN ON SURVEY OF BOLLINGER, LACH & ASSOCIATES DATED AUGUST 4, 1998.

STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

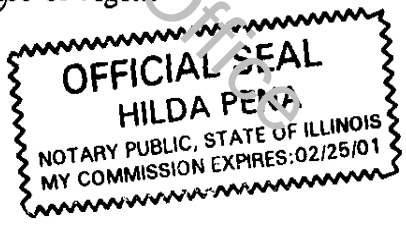
Dated Oct 21, 1998 Signature: Cindy Conticello  
Grantor or Agent



Subscribed and sworn to before me by the said person this 21st day of October 1998  
Notary Public Hilda Pena

The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated Oct 21, 1998 Signature: Cindy Conticello  
Grantee or Agent



Subscribed and sworn to before me by the said person this 21st day of October 1998  
Notary Public Hilda Pena

NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or AB) to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.