

UNOFFICIAL COPY

99499050

5/30/03 5 27 001 Page 1 of 22
1999-05-24 14:35:27
Cook County Recorder 63.00

THIS INSTRUMENT PREPARED,
AND AFTER RECORDING RETURN TO:

Todd M. Stennes, Esq.
Sonnenschein Nath & Rosenthal
8000 Sears Tower
Chicago, Illinois 60606



PERMANENT INDEX NUMBER:
17-15-103-008-0000

PROPERTY ADDRESS:
122 South Michigan
Chicago, IL

ABOVE SPACE RESERVED FOR COUNTY RECORDER

22

ASSIGNMENT OF RENTS AND LEASES

This Assignment of Rents and Leases (this "Agreement") is executed as of May 21, 1999 by MICHIGAN-ADAMS, L.L.C., a Delaware limited liability company ("Borrower"), whose address for notice hereunder is c/o Prime Group Realty Trust, 77 West Wacker Drive, Suite 3900, Chicago, Illinois 60601, Attention: Director of Capital Markets [with a copy to General Counsel] for the benefit of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("Lender"), whose address for notice is 209 West Jackson Boulevard, Suite 200, Chicago, Illinois 60606, Attention: Regional Manager, Portfolio Management Operations, Loan No. 66229

AGREEMENT:

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender agree as follows:

1. Absolute Assignment. Borrower owns the real property legally described on Exhibit A-2 hereto (the "Office Parcel"), which consist of portion of the building located on the land legally described in Exhibit A-1 hereto (the "Land"). Borrower also owns an undivided interest as a tenant in common in the Land and the real property legally described on Exhibit A-3 hereto (the "Common Element Parcel"). The Office Parcel and the Common Element Parcel are collectively referred to herein as the "Project". Borrower unconditionally and absolutely assigns to Lender all of Borrower's right, title and interest in and to: (a) all leases, subleases, occupancy agreements, licenses, usufructs, rental contracts and other agreements now or hereafter existing relating to the use or occupancy of the Project, together with all guarantees, modifications, extensions and renewals thereof (collectively, the "Leases"); and (b) all rents, issues, profits, income and proceeds due or to become due from tenants of the Project, including rentals and all other payments of any kind under the Leases, together with all deposits (including security deposits) of tenants thereunder (collectively, the "Rents"). If there are any Leases of space in the Common Element Parcel and Borrower is not the sole landlord thereunder but is instead a co-landlord with the co-owner of the Common Element Parcel and thus entitled to only a portion of the corresponding Rents, then the interest assigned hereunder shall be only Borrower's undivided interest in such Leases and Rents. This Agreement is an absolute assignment to Lender and

781435902 20FA
by

BOX 333-CTI

UNOFFICIAL COPY

not an assignment as security for the performance of the obligations under the Loan Documents (defined below), or any other indebtedness.

2. **Rights of Lender.** Subject to the provisions of Section 6 below and applicable law, upon the occurrence of an Event of Default, Lender shall have the right, power and authority to: (a) notify any person that the Leases have been assigned to Lender and that all Rents are to be paid directly to Lender, whether or not Lender has commenced or completed foreclosure or taken possession of the Project; (b) settle, compromise, release, extend the time of payment of, and make allowances, adjustments and discounts of any Rents or other obligations under the Leases; (c) enforce payment of Rents and other rights under the Leases, prosecute any action or proceeding, and defend against any claim with respect to Rents and Leases; (d) enter upon, take possession of and operate the Project; (e) lease all or any part of the Office Parcel; and/or (f) perform any and all obligations of Borrower under the Leases and exercise any and all rights of Borrower therein contained to the full extent of Borrower's rights and obligations thereunder, with or without the bringing of any action or the appointment of a receiver. At Lender's request following an Event of Default, Borrower shall deliver a copy of this Agreement to each tenant under a Lease and to each manager and managing agent or operator of the Project. Borrower irrevocably directs any tenant, manager, managing agent, or operator of the Project, without any requirement for notice to or consent by Borrower, to comply following an Event of Default with all demands of Lender under this Agreement and to turn over to Lender on demand all Rents which it receives.

3. **No Obligation.** Notwithstanding Lender's rights hereunder, Lender shall not be obligated to perform, and Lender does not undertake to perform, any obligation, duty or liability with respect to the Leases, Rents or Project on account of this Agreement. Lender shall have no responsibility on account of this Agreement for the control, care, maintenance or repair of the Project, for any waste committed on the Project, for any dangerous or defective condition of the Project, or for any negligence in the management, upkeep, repair or control of the Project.

4. **Right to Apply Rents.** Lender shall have the right, but not the obligation, to use and apply any Rents received hereunder in such order and such manner as Lender may determine for:

(a) **Enforcement or Defense.** The payment of costs and expenses of enforcing or defending the terms of this Agreement or the rights of Lender hereunder, and collecting any Rents;

(b) **Loan Payments.** Interest, principal or other amounts payable pursuant to (i) the Loan Agreement of even date between Lender and Borrower (the "**Loan Agreement**"); (ii) the Promissory Note of even date herewith in the stated principal amount of \$14,000,000 (which amount may be increased to \$16,000,000 subject to and in accordance with certain conditions set forth in the Loan Agreement), executed by Borrower, bearing interest and being payable to the order of Lender (the "**Note**"); (iii) the Mortgage, Security Agreement and Fixture Filing, of even date,

UNOFFICIAL COPY

executed by Borrower for the benefit of Lender and relating to the Project (the "**Mortgage**"); and (iv) all other documents and instruments evidencing, governing and securing the loan evidenced by the Note (the "**Loan**") and any and all modifications, amendments or extensions thereof or replacements or substitutions therefor (the Loan Agreement, the Note, the Mortgage, such other documents and instruments, and such modifications, amendments, extensions, replacements, and substitutions thereof being herein collectively called the "**Loan Documents**"); and

- (c) **Operating Expenses.** Payment of costs and expenses of the operation and maintenance of the Project, including (i) rentals and other charges payable by Borrower under any ground lease or other agreement affecting the Project; (ii) electricity, telephone, water and other utility costs, taxes, assessments, water charges and sewer rents and other utility and governmental charges levied, assessed or imposed against the Project; (iii) insurance premiums; (iv) costs and expenses with respect to any litigation affecting the Project, the Leases or the Rents, unless Lender's involvement in such litigation is a result of Lender's acts or omissions; (v) wages and salaries of employees, commissions of agents and reasonable attorneys' fees and expenses; and (vi) all other carrying costs, fees, charges, reserves, and expenses whatsoever relating to the Project.

After the payment of all such costs and expenses and after Lender has established such reserves as it, in its sole discretion, deems necessary for the proper management of the Project, Lender shall apply all remaining Rents received by it to the reduction of the Loan. Any such Rents remaining after the payment in full of the Indebtedness and performance in full of all of the Obligations (as defined in the Mortgage) shall be distributed to Borrower if Borrower continues to own the Project at such time.

5. **No Waiver.** The exercise or nonexercise by Lender of the rights granted in this Agreement or the collection and application of Rents by Lender or its agent shall not be a waiver of any default by Borrower under this Agreement or any other Loan Document. No action or failure to act by Lender with respect to any obligations of Borrower under the Loan Documents, or any security or guaranty given for the payment or performance thereof, shall in any manner affect, impair or prejudice any of Lender's rights and privileges under this Agreement, or discharge, release or modify any of Borrower's duties or obligations hereunder.

6. **Revocable License.** Notwithstanding that this Agreement is an absolute assignment of the Rents and Leases and not merely the collateral assignment of, or the grant of a lien or security interest in the Rents and Leases, Lender grants to Borrower a revocable license to collect and receive the Rents and to retain, use and enjoy such Rents. Such license may be revoked by Lender only upon the occurrence of any Event of Default (as defined in the Loan Agreement). Borrower shall apply any Rents which it receives to the payment of debt service on the Note and other payments due under the Loan Agreement, taxes, assessments, water charges, sewer rents and other governmental charges levied, assessed or imposed against the Project, insurance premiums, operation and maintenance charges relating to the Project, and other obligations of lessor under the Leases (but only to the extent such

UNOFFICIAL COPY

fees, charges or other obligations are then due and payable), before using such proceeds for any other purpose.

7. **Term.** This Agreement shall continue in full force and effect until (a) all amounts due under the Loan Documents are paid in full, and (b) all other obligations of Borrower under the Loan Documents are fully satisfied.

8. **Appointment.** Borrower irrevocably appoints Lender its true and lawful attorney in fact, which appointment is coupled with an interest, to execute after the occurrence of an Event of Default any or all of the rights or powers described herein with the same force and effect as if executed by Borrower, and Borrower ratifies and confirms any and all acts done or omitted to be done by Lender, its agents, servants, employees or attorneys in, to or about the Project after the occurrence of an Event of Default.

9. **Liability of Lender.** Lender shall not in any way be liable to Borrower for any action or inaction of Lender, its employees or agents under this Agreement.

10. **Indemnification.** Borrower shall indemnify, defend and hold harmless Lender from and against all actual liability, loss, damage, cost or expense which it incurs under this Agreement or under any of the Leases, including any claim against Lender by reason of any alleged obligation, undertaking, action, or inaction on its part to perform or discharge any terms, covenants or conditions of the Lease or with respect to Rents, and including reasonable attorneys' fees and expenses, including those arising from the joint, concurrent, or comparative negligence of Lender; however, Borrower shall not be liable under such indemnification to the extent such liability, loss, damage, cost or expense results solely from Lender's bad faith, gross negligence or willful misconduct. Any amount covered by this indemnity shall be payable within thirty days after demand, and if not paid within such thirty day period shall bear interest from the date of demand until the same is paid by Borrower to Lender at a rate equal to the Default Rate (as defined in the Loan Agreement).

11. **Modification.** This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of such change is sought.

12. **Successors and Assigns.** This Agreement shall inure to the benefit of Lender and its successors and assigns and shall be binding on Borrower and its successors and assigns.

13. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

14. **Conflict.** If any conflict or inconsistency exists between the absolute assignment of the Rents and the Leases in this Agreement and the assignment of the Rents and Leases as security in the Mortgage, the terms of this Agreement shall control.

UNOFFICIAL COPY

15. Limitation on Liability. Borrower's liability hereunder is subject to the limitation on liability provisions of Article 12 of the Loan Agreement.

Executed as of the date first written above.

MICHIGAN-ADAMS, L.L.C., a Delaware limited liability company

By: Prime Group Realty, L.P., a Delaware limited partnership, its Administrative Member

By: Prime Group Realty Trust, a Maryland real estate investment trust, its Managing General Partner

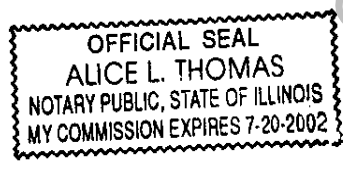
By: Louis G. Conforti, SUP

THE STATE OF Illinois
COUNTY OF Cook

§
§
§

This instrument was acknowledged before me on May, 1999, by Louis G. Conforti, Senior Vice Pres of Prime Group Realty Trust, on behalf of said real estate investment trust as Managing General Partner of Prime Group Realty, L.P., as Administrative Member of Michigan-Adams, L.L.C..

Alice L. Thomas
Notary Public, State of Illinois



99499050

UNOFFICIAL COPY

EXHIBIT A-1

[Legal Description of Land]

Property of Cook County Clerk's Office

99499050

UNOFFICIAL COPY

EXHIBIT A-1

LEGAL DESCRIPTION OF LAND

THE SOUTH 1/2 OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY) ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

99499050

UNOFFICIAL COPY

EXHIBIT A-2

[Legal Description of Office Parcel]

Property of Cook County Clerk's Office

99499050

UNOFFICIAL COPY

EXHIBIT A-2

LEGAL DESCRIPTION OF OFFICE PARCEL

PARCEL 1:

(Floors 8 thru Roof)

The South Half of Lot 5 and all of Lots 8 and 9 (except so much thereof as has been taken for Alley), taken as a Tract, all in Block 4 in Fractional Section 15 Addition to Chicago, in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, lying below 292.21 feet above Chicago City Datum and lying above 112.02 feet above Chicago City Datum and lying within its horizontal boundaries projected vertically, and described as follows:

Beginning at the Southeast corner of said Tract; Thence North 90° 00' 00" West along the South line thereof 171.84 feet to the West line thereof; Thence North 00° 21' 25" East along a West line of said tract and its Northerly extension, 196.89 feet to the North line thereof; Thence South 89° 59' 00" East along the North line of said Tract 171.80 feet to the East line thereof; thence South 00° 20' 45" West along the East line of said Tract 196.84 feet to the point of beginning, (except therefrom that part thereof described as follows:

(A1 - East 4 Elevators, Floors 8 & 9)

A Parcel being part of the South Half of Lot 5 and all of Lots 8 and 9 (except so much thereof as has been taken for Alley) , taken as a Tract, all in Block 4 in Fractional Section 15 Addition to Chicago, in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, said parcel lying below 136.72 feet above Chicago City Datum and lying above 112.02 feet above Chicago City Datum and lying within the horizontal boundaries of said Parcel projected vertically and described as follows:

Commencing at the Southeast corner of said Tract; thence North 00° 20' 45" East along the East line said Tract, 170.88 feet; Thence North 89° 39' 15" West 41.03 feet to the point of beginning of said Parcel; Thence North 89° 11' 42" West 30.00 feet; Thence North 00° 48' 18" East 9.64 feet; Thence South 89° 11' 42" East 30.00 feet; Thence South 00° 48' 18" West 9.64 feet, to the point of beginning,

Also excepted,

(D1 - Freight Elevator)

A Parcel being part of the South Half of Lot 5 and all of Lots 8 and 9 (except so much thereof as has been taken for Alley), taken as a Tract, all in Block 4 in Fractional Section 15 Addition to Chicago, in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, said Parcel lying below 292.21 feet above Chicago City Datum and lying above 0.03 feet above Chicago City Datum and lying within the horizontal boundaries of said Parcel projected vertically and described as follows:

Commencing at a point on the North line of said Tract 9.00 feet East of the Northwest corner thereof; thence South 00° 21' 25" West 4.95 feet; Thence South 89° 42' 07" East 1.86 feet; Thence North 00° 17' 53" East 1.25 feet; Thence South 89° 42' 07" East 0.78 feet; Thence North 00° 17' 53" East 2.95 feet; Thence South 89° 42' 07" East 11.20 feet; Thence South 00° 17' 53" West 2.72 feet; Thence South 89° 42' 07" East 10.28 feet; Thence North 00° 17' 53" East 1.60 feet; Thence South 89° 42' 07" East 6.98 feet; Thence South 00° 17' 53" West 0.70 feet; Thence South 89° 42' 07" East 2.31 feet; Thence North 00° 17' 53" East 0.64 feet; Thence

UNOFFICIAL COPY

South 89° 42' 07" East 2.38 feet; Thence South 00° 17' 53" West 4.96 feet to the point of beginning of said Parcel; Thence South 89° 15' 36" East 11.48 feet; Thence South 00° 17' 53" West 7.73 feet; Thence North 89° 11' 42" West 10.92 feet; Thence North 00° 44' 24" East 0.49 feet; Thence North 89° 15' 36" West 0.56 feet; Thence North 00° 17' 53" East 7.22 feet, to the point of beginning), in Cook County, Illinois.

And,

(E - MALLC Basement)

A Parcel being part of the South Half of Lot 5 and all of Lots 8 and 9 (except so much thereof as has been taken for Alley) , taken as a Tract, all in Block 4 in Fractional Section 15 Addition to Chicago, in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, said Parcel lying below 14.68 feet above Chicago City Datum and lying above 0.03 feet above Chicago City Datum and lying within the horizontal boundaries of said Parcel projected vertically and described as follows:

Beginning at the Northeast corner of said Tract; Thence South 00° 20' 45" West, along the East line of said Tract, 129.45 feet; Thence North 89° 11' 42" West 11.95 feet; Thence North 00° 48' 18" East 96.47 feet; Thence South 89° 11' 42" East 5.50 feet; Thence North 00° 48' 18" East 11.68 feet; Thence North 89° 11' 42" West 12.05 feet; Thence North 00° 48' 18" East 2.50 feet; Thence North 89° 11' 42" West 59.63 feet; Thence South 00° 48' 18" West 8.05 feet; Thence North 89° 11' 42" West 0.75 feet; Thence South 00° 48' 18" West 0.34 feet; Thence North 89° 11' 42" West 6.15 feet; Thence North 00° 48' 18" East 8.39 feet; Thence North 89° 11' 42" West 10.90 feet; Thence North 00° 48' 18" East 14.00 feet; Thence South 89° 11' 42" East 74.43 feet; Thence North 00° 48' 18" East 4.62 feet to a point on the North line of said Tract; Thence South 89° 59' 00" East 20.47 feet, along the North line of said Tract, to the point of beginning, in Cook County, Illinois.

And,

(F - MALLC Basement)

A Parcel being part of the South Half of Lot 5 and all of Lots 8 and 9 (except so much thereof as has been taken for Alley) , taken as a Tract, all in Block 4 in Fractional Section 15 Addition to Chicago, in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, said Parcel lying below 14.68 feet above Chicago City Datum and lying above 2.07 feet below Chicago City Datum and lying within the horizontal boundaries of said Parcel projected vertically and described as follows:

Commencing at the Southeast corner of said Tract; thence North 00° 20' 45" East along the East line said Tract, 44.87 feet; Thence North 89° 39' 15" West 1.71 feet to the point of beginning of said Parcel; Thence North 89° 11' 42" West 79.33 feet; Thence North 00° 48' 18" East 0.33 feet; Thence North 89° 11' 42" West 4.76 feet; Thence North 00° 48' 18" East 2.00 feet; Thence North 89° 11' 42" West 2.00 feet; Thence North 00° 48' 18" East 28.90 feet; Thence South 89° 11' 42" East 6.70 feet; Thence North 02° 02' 13" East 4.65 feet; Thence North 89° 11' 42" West 6.80 feet; Thence North 00° 48' 18" East 25.20 feet; Thence South 89° 11' 42" East 2.03 feet; Thence North 00° 48' 18" East 2.04 feet; Thence South 89° 11' 42" East 4.66 feet; Thence North 00° 48' 18" East 6.76 feet; Thence North 89° 11' 42" West 4.73 feet; Thence North 00° 48' 18" East 2.00 feet; Thence North 89° 11' 42" West 2.00 feet; Thence North 00° 48' 18" East 43.92 feet; Thence South 89° 11' 42" East 2.00 feet; Thence North 00° 48' 18" East 2.02 feet; Thence South 89° 11' 42" East 4.86 feet; Thence North 00° 48' 18" East 0.38 feet; Thence South 89° 11' 42" East 62.82 feet; Thence South 00° 48' 18" West 46.54 feet; Thence North 89° 11' 42" West 3.18 feet; Thence South 00° 48' 18" West 10.15 feet;

UNOFFICIAL COPY

Thence South 89° 11' 42" East 3.18 feet; Thence South 00° 48' 18" West 40.40 feet; Thence Southerly and Easterly 6.28 feet along the arc of a circle having a radius of 4.00 feet and whose chord bears South 44° 11' 42" East 5.66 feet; Thence South 89° 11' 42" East 12.45 feet; Thence South 00° 48' 18" West 17.11 feet, to the point of beginning, in Cook County, Illinois.

And,

(G - MALLC Basement)

A Parcel being part of the South Half of Lot 5 and all of Lots 8 and 9 (except so much thereof as has been taken for Alley), taken as a Tract, all in Block 4 in Fractional Section 15 Addition to Chicago, in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, said Parcel lying below 14.68 feet above Chicago City Datum and lying above 0.03 feet above Chicago City Datum and lying within the horizontal boundaries of said Parcel projected vertically and described as follows:

Beginning at the Southeast corner of said tract; Thence North 90° 00' 00" West, along the South line of said Tract, 52.51 feet; Thence North 00° 48' 18" East 5.27 feet; Thence North 89° 34' 23" East 16.49 feet; Thence North 00° 48' 18" East 32.19 feet; Thence South 89° 11' 42" East 10.22 feet; Thence South 00° 48' 18" West 6.58 feet; Thence South 89° 11' 42" East 5.18 feet; Thence South 00° 48' 18" West 14.65 feet; Thence South 89° 11' 42" East 18.55 feet; Thence North 00° 48' 18" East 21.23 feet; Thence South 89° 11' 42" East 1.77 feet to a point on the East line of said Tract; Thence South 00° 20' 45" West 37.09 feet, along the East line of said Tract, to the point of beginning, in Cook County, Illinois.

And,

(H - MALLC Basement)

A Parcel being part of the South Half of Lot 5 and all of Lots 8 and 9 (except so much thereof as has been taken for Alley), taken as a Tract, all in Block 4 in Fractional Section 15 Addition to Chicago, in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, said Parcel lying below 14.68 feet above Chicago City Datum and lying above 0.03 feet above Chicago City Datum and lying within the horizontal boundaries of said Parcel projected vertically and described as follows:

Commencing at the Southwest corner of said Tract; thence South 90° 00' 00" East along the South line of said Tract, 46.19 feet; Thence North 00° 00' 00" East 17.70 feet to the point of beginning of said Parcel; Thence North 89° 11' 42" West 12.85 feet; Thence North 00° 48' 18" East 19.65 feet; Thence South 89° 11' 42" East 12.85 feet; Thence South 00° 48' 18" West 19.65 feet, to the point of beginning, in Cook County, Illinois.

And,

(I - MALLC Basement)

A Parcel being part of the South Half of Lot 5 and all of Lots 8 and 9 (except so much thereof as has been taken for Alley), taken as a Tract, all in Block 4 in Fractional Section 15 Addition to Chicago, in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, said Parcel lying below 14.68 feet above Chicago City Datum and lying above 0.03 feet above Chicago City Datum and lying within the horizontal boundaries of said Parcel projected vertically and described as follows:

Commencing at the Southwest corner of said Tract; thence South 90° 00' 00" East along the South line of said Tract, 10.28 feet; Thence North 00° 00' 00" East 35.09 feet to the point of

UNOFFICIAL COPY

beginning of said Parcel; Thence North 89° 27' 01" West 7.00 feet; Thence North 00° 48' 18" East 43.78 feet; Thence North 89° 11' 42" West 2.40 feet; Thence North 00° 48' 18" East 3.20 feet; Thence South 89° 11' 42" East 16.40 feet; Thence South 00° 48' 18" West 20.35 feet; Thence South 89° 11' 42" East 14.85 feet; Thence South 00° 48' 18" West 14.10 feet; Thence North 89° 11' 42" West 21.97 feet; Thence South 00° 16' 28" West 12.50 feet, to the point of beginning, in Cook County, Illinois.

And,

(Lobby - MALLC)

The South Half of Lot 5 and all of Lots 8 and 9 (except so much thereof as has been taken for Alley), taken as a Tract, all in Block 4 in Fractional Section 15 Addition to Chicago, in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, lying below 33.43 feet above Chicago City Datum and lying above 14.68 feet above Chicago City Datum and lying within its horizontal boundaries projected vertically, and described as follows:

Beginning at the Southeast corner of said Tract; Thence North 90° 00' 00" West along the South line thereof 171.84 feet to the West line thereof; Thence North 00° 21' 25" East along a West line of said tract and its Northerly extension, 196.89 feet to the North line thereof; Thence South 89° 59' 00" East along the North line of said Tract 171.80 feet to the East line thereof; thence South 00° 20' 45" West along the East line of said Tract 196.84 feet to the point of beginning, (except therefrom that part thereof described as follows:

(A - East 4 Elevators, Lobby)

A Parcel being part of the South Half of Lot 5 and all of Lots 8 and 9 (except so much thereof as has been taken for Alley), taken as a Tract, all in Block 4 in Fractional Section 15 Addition to Chicago, in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, said parcel lying below 33.43 feet above Chicago City Datum and lying above 14.68 feet above Chicago City Datum and lying within the horizontal boundaries of said Parcel projected vertically and described as follows:

Commencing at the Southeast corner of said Tract; thence North 00° 20' 45" East along the East line said Tract, 170.88 feet; Thence North 89° 39' 15" West 41.03 feet to the point of beginning of said Parcel; Thence North 89° 11' 42" West 30.00 feet; Thence North 00° 48' 18" East 9.64 feet; Thence South 89° 11' 42" East 30.00 feet; Thence South 00° 48' 18" West 9.64 feet, to the point of beginning;

Also excepted,

(B - AMEX)

A Parcel being part of the South Half of Lot 5 and all of Lots 8 and 9 (except so much thereof as has been taken for Alley), taken as a Tract, all in Block 4 in Fractional Section 15 Addition to Chicago, in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, said Parcel lying below 33.43 feet above Chicago City Datum and lying above 14.68 feet above Chicago City Datum and lying within the horizontal boundaries of said Parcel projected vertically and described as follows:

Commencing at the Southeast corner of said Tract; thence North 00° 20' 45" East along the East line said Tract, 103.43 feet to the point of beginning of said Parcel; Thence North 89° 19' 52" West 7.87 feet; Thence North 00° 40' 08" East 1.30 feet; Thence North 89° 19' 52" West 9.77 feet; Thence South 00° 40' 08" West 1.30 feet; Thence North 89° 19' 52" West 1.60 feet; Thence North 00° 40' 08" East 0.14 feet; Thence North 89° 19' 52" West 0.61 feet; Thence

UNOFFICIAL COPY

North 00° 40' 08" East 0.50 feet; Thence North 89° 19' 52" West 44.74 feet; Thence North 45° 21' 35" West 20.39 feet; Thence North 44° 38' 25" East 21.62 feet; Thence South 89° 19' 52" East 64.08 feet to a point on the East line of said Tract; Thence South 00° 20' 45" West along said East line, 30.36 feet, to the point of beginning,

Also excepted,

(C - Lobby)

A Parcel being part of the South Half of Lot 5 and all of Lots 8 and 9 (except so much thereof as has been taken for Alley), taken as a Tract, all in Block 4 in Fractional Section 15 Addition to Chicago, in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, said Parcel lying below 33.43 feet above Chicago City Datum and lying above 14.68 feet above Chicago City Datum and lying within the horizontal boundaries of said Parcel projected vertically and described as follows:

Commencing at the Southeast corner of said Tract; thence North 00° 20' 45" East along the East line said Tract, 93.71 feet to the point of beginning of said Parcel; Thence North 89° 19' 52" West 7.87 feet; Thence South 00° 40' 08" West 1.32 feet; Thence North 89° 19' 52" West 9.78 feet; Thence North 00° 40' 08" East 1.33 feet; Thence North 89° 19' 52" West 1.62 feet; Thence South 00° 40' 08" West 0.14 feet; Thence North 89° 19' 52" West 0.55 feet; Thence South 00° 40' 08" West 0.66 feet; Thence North 89° 19' 52" West 44.78 feet; Thence South 46° 28' 59" West 22.25 feet; Thence South 00° 17' 57" East 71.05 feet; Thence South 89° 58' 00" West 0.86 feet; Thence South 00° 02' 00" East 7.30 feet to the South line of said Tract; Thence North 90° 00' 00" West along said South line, 10.21 feet; Thence North 00° 02' 00" West 7.30 feet; Thence South 89° 58' 00" West 0.73 feet; Thence North 00° 07' 18" West 71.15 feet; Thence North 45° 21' 54" West 22.25 feet; Thence North 89° 19' 52" West 13.52 feet; Thence North 00° 40' 08" East 11.05 feet; Thence South 89° 19' 52" East 13.52 feet; Thence North 45° 35' 34" East 21.96 feet; Thence North 00° 02' 00" West 34.14 feet; Thence South 89° 36' 24" East 11.56 feet; Thence South 00° 47' 59" East 34.14 feet; Thence South 45° 21' 35" East 22.20 feet; Thence South 89° 19' 52" East 44.74 feet; Thence South 00° 40' 08" West 0.50 feet; Thence South 89° 19' 52" East 0.61 feet; Thence South 00° 40' 08" West 0.14 feet; Thence South 89° 19' 52" East 1.60 feet; Thence North 00° 40' 08" East 1.30 feet; Thence South 89° 19' 52" East 9.77 feet; Thence South 00° 40' 08" West 1.30 feet; Thence South 89° 19' 52" East 7.87 feet to a point on the East line of said Tract; Thence South 00° 20' 45" West along said East line, 9.72 feet, to the point of beginning;

Also excepted,

(D - Loading Dock)

A Parcel being part of the South Half of Lot 5 and all of Lots 8 and 9 (except so much thereof as has been taken for Alley), taken as a Tract, all in Block 4 in Fractional Section 15 Addition to Chicago, in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, said Parcel lying below 33.43 feet above Chicago City Datum and lying above 17.81 feet above Chicago City Datum and lying within the horizontal boundaries of said Parcel projected vertically and described as follows:

Commencing at a point on the North line of said Tract 9.00 feet East of the Northwest corner thereof; thence South 00° 21' 25" West 4.95 feet to the point of beginning of said Parcel; Thence South 89° 42' 07" East 1.86 feet; Thence North 00° 17' 53" East 1.25 feet; Thence South 89° 42' 07" East 0.78 feet; Thence North 00° 17' 53" East 2.95 feet; Thence South 89° 42' 07" East 11.20 feet; Thence South 00° 17' 53" West 2.72 feet; Thence South 89° 42' 07" East 10.28 feet; Thence North 00° 17' 53" East 1.60 feet; Thence South 89° 42' 07" East 6.98

UNOFFICIAL COPY

feet; Thence South 00° 17' 53" West 0.70 feet; Thence South 89° 42' 07" East 2.31 feet; Thence North 00° 17' 53" East 0.64 feet; Thence South 89° 42' 07" East 2.38 feet; Thence South 00° 17' 53" West 12.18 feet; Thence North 89° 15' 36" West 6.94 feet; Thence North 00° 44' 24" East 0.33 feet; Thence North 89° 15' 36" West 4.73 feet; Thence North 00° 44' 24" East 0.38 feet; Thence North 89° 36' 55" West 8.85 feet; Thence North 27° 26' 47" West 1.06 feet; Thence North 89° 43' 58" West 9.15 feet; thence South 30° 26' 47" West 1.06 feet; thence North 89° 42' 07" West 3.25 feet; thence North 00° 17' 53" East 0.28 feet; thence North 89° 42' 07" West 1.86 feet; thence North 00° 21' 25" East 8.05 feet, to the point of beginning,

Also excepted,

(D1 - Freight Elevator)

A Parcel being part of the South Half of Lot 5 and all of Lots 8 and 9 (except so much thereof as has been taken for Alley), taken as a Tract, all in Block 4 in Fractional Section 15 Addition to Chicago, in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, said Parcel lying below 292.21 feet above Chicago City Datum and lying above 0.03 feet above Chicago City Datum and lying within the horizontal boundaries of said Parcel projected vertically and described as follows:

Commencing at a point on the North line of said Tract 9.00 feet East of the Northwest corner thereof; thence South 00° 21' 25" West 4.95 feet; Thence South 89° 42' 07" East 1.86 feet; Thence North 00° 17' 53" East 1.25 feet; Thence South 89° 42' 07" East 0.78 feet; Thence North 00° 17' 53" East 2.95 feet; Thence South 89° 42' 07" East 11.20 feet; Thence South 00° 17' 53" West 2.72 feet; Thence South 89° 42' 07" East 10.28 feet; Thence North 00° 17' 53" East 1.60 feet; Thence South 89° 42' 07" East 5.98 feet; Thence South 00° 17' 53" West 0.70 feet; Thence South 89° 42' 07" East 2.31 feet; Thence North 00° 17' 53" East 0.64 feet; Thence South 89° 42' 07" East 2.38 feet; Thence South 00° 17' 53" West 4.96 feet to the point of beginning of said Parcel; Thence South 89° 15' 36" East 11.48 feet; Thence South 00° 17' 53" West 7.73 feet; Thence North 89° 11' 42" West 10.92 feet; Thence North 00° 44' 24" East 0.49 feet; Thence North 89° 15' 36" West 0.56 feet; Thence North 00° 17' 53" East 7.22 feet, to the point of beginning,

Also excepted,

(D2 - Loading Dock Access)

A Parcel being part of the South Half of Lot 5 and all of Lots 8 and 9 (except so much thereof as has been taken for Alley), taken as a Tract, all in Block 4 in Fractional Section 15 Addition to Chicago, in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, said Parcel lying below 33.43 feet above Chicago City Datum and lying above 14.68 feet above Chicago City Datum and lying within the horizontal boundaries of said Parcel projected vertically and described as follows:

Commencing at a point on the North line of said Tract 9.00 feet East of the Northwest corner thereof; thence South 00° 21' 25" West 13.00 feet to the point of beginning of said Parcel; thence South 00° 21' 25" West 40.00 feet; thence South 89° 38' 35" East 20.12 feet; thence South 00° 21' 25" West 4.00 feet; thence South 89° 38' 35" East 12.20 feet; thence North 00° 21' 25" East 42.95 feet; Thence North 89° 15' 36" West 3.46 feet; Thence North 00° 44' 24" East 0.33 feet; Thence North 89° 15' 36" West 4.73 feet; Thence North 00° 44' 24" East 0.38 feet; Thence North 89° 36' 55" West 8.85 feet; Thence North 27° 26' 47" West 1.06 feet; Thence North 89° 43' 58" West 9.15 feet; thence South 30° 26' 47" West 1.06 feet; thence North 89° 42' 07" West 3.25 feet; thence North 00° 17' 53" East 0.28 feet; thence North 89° 42' 07" West 1.86 feet, to the point of beginning), in Cook County, Illinois.

UNOFFICIAL COPY

And,

(K - West Elevators, Floors 2 through 7)

A Parcel being part of the South Half of Lot 5 and all of Lots 8 and 9 (except so much thereof as has been taken for Alley), taken as a Tract, all in Block 4 in Fractional Section 15 Addition to Chicago, in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, said Parcel lying below 112.02 feet above Chicago City Datum and lying above 33.43 feet above Chicago City Datum and lying within the horizontal boundaries of said Parcel projected vertically and described as follows:

Commencing at a point on the North line of said Tract 9.00 feet East of the Northwest corner thereof; thence South 89° 59' 00" East along the North line of said Tract 40.74 feet; thence South 00° 01' 00" West 14.85 feet to the point of beginning; thence South 89° 11' 42" East 45.00 feet; thence South 00° 48' 18" West 9.64 feet; thence North 89° 11' 42" West 45.00 feet; thence North 00° 48' 18" East 9.64 feet to the point of beginning, in Cook County, Illinois.

And,

(L - West Elevator, Floors 2 through 7)

A Parcel being part of the South Half of Lot 5 and all of Lots 8 and 9 (except so much thereof as has been taken for Alley), taken as a Tract, all in Block 4 in Fractional Section 15 Addition to Chicago, in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, said Parcel lying below 112.02 feet above Chicago City Datum and lying above 33.43 feet above Chicago City Datum and lying within the horizontal boundaries of said Parcel projected vertically and described as follows:

Commencing at a point on the North line of said Tract 9.00 feet East of the Northwest corner thereof; thence South 89° 59' 00" East along the North line of said Tract 93.24 feet; thence South 00° 01' 00" West 15.57 feet to the point of beginning; thence South 89° 11' 42" East 7.50 feet; thence South 00° 48' 18" West 9.64 feet; thence North 89° 11' 42" West 7.50 feet; thence North 00° 48' 18" East 9.64 feet to the point of beginning, in Cook County, Illinois.

PARCEL 2:

Easements for the benefit of Parcel 1 as created by Reciprocal Easement Agreement recorded April 22, 1999 as Document 99386479, by and between Michigan-Adams, L.L.C. a Delaware limited liability company and National-Louis University, an Illinois not-for-profit corporation.

99499050

UNOFFICIAL COPY

EXHIBIT A-3

[Legal Description of Common Element Parcel]

Property of Cook County Clerk's Office

99499050

UNOFFICIAL COPY

EXHIBIT A-3

LEGAL DESCRIPTION OF COMMON ELEMENT PARCEL

PARCEL 1:

(C - Lobby)

A Parcel being part of the South Half of Lot 5 and all of Lots 8 and 9 (except so much thereof as has been taken for Alley), taken as a Tract, all in Block 4 in Fractional Section 15 Addition to Chicago, in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, said Parcel lying below 33.43 feet above Chicago City Datum and lying above 14.68 feet above Chicago City Datum and lying within the horizontal boundaries of said Parcel projected vertically and described as follows:

Commencing at the Southeast corner of said Tract; thence North $00^{\circ} 20' 45''$ East along the East line of said Tract, 92.71 feet to the point of beginning of said Parcel; Thence North $89^{\circ} 19' 52''$ West 7.87 feet; Thence South $00^{\circ} 40' 08''$ West 1.32 feet; Thence North $89^{\circ} 19' 52''$ West 9.78 feet; Thence North $00^{\circ} 40' 08''$ East 1.33 feet; Thence North $89^{\circ} 19' 52''$ West 1.62 feet; Thence South $00^{\circ} 40' 08''$ West 0.14 feet; Thence North $89^{\circ} 19' 52''$ West 0.55 feet; Thence South $00^{\circ} 40' 08''$ West 0.66 feet; Thence North $89^{\circ} 19' 52''$ West 44.78 feet; Thence South $46^{\circ} 28' 59''$ West 22.25 feet; Thence South $00^{\circ} 17' 57''$ East 71.05 feet; Thence South $89^{\circ} 58' 00''$ West 0.86 feet; Thence South $00^{\circ} 02' 00''$ East 7.30 feet to the South line of said Tract; Thence North $90^{\circ} 00' 00''$ West along said South line, 10.21 feet; Thence North $00^{\circ} 02' 00''$ West 7.30 feet; Thence South $89^{\circ} 58' 00''$ West 0.73 feet; Thence North $00^{\circ} 07' 18''$ West 71.15 feet; Thence North $45^{\circ} 21' 54''$ West 22.25 feet; Thence North $89^{\circ} 19' 52''$ West 13.52 feet; Thence North $00^{\circ} 40' 08''$ East 11.05 feet; Thence South $89^{\circ} 19' 52''$ East 13.52 feet; Thence North $45^{\circ} 35' 34''$ East 21.96 feet; Thence North $00^{\circ} 02' 00''$ West 34.14 feet; Thence South $89^{\circ} 36' 24''$ East 11.56 feet; Thence South $00^{\circ} 47' 59''$ East 34.14 feet; Thence South $45^{\circ} 21' 35''$ East 22.20 feet; Thence South $89^{\circ} 19' 52''$ East 44.74 feet; Thence South $00^{\circ} 40' 08''$ West 0.50 feet; Thence South $89^{\circ} 19' 52''$ East 0.61 feet; Thence South $00^{\circ} 40' 08''$ West 0.14 feet; Thence South $89^{\circ} 19' 52''$ East 1.60 feet; Thence North $00^{\circ} 40' 08''$ East 1.30 feet; Thence South $89^{\circ} 19' 52''$ East 9.77 feet; Thence South $00^{\circ} 40' 08''$ West 1.30 feet; Thence South $89^{\circ} 19' 52''$ East 7.87 feet to a point on the East line of said Tract; Thence South $00^{\circ} 20' 45''$ West along said East line, 9.72 feet, to the point of beginning, in Cook County, Illinois.

And,

(D - Loading Dock)

A Parcel being part of the South Half of Lot 5 and all of Lots 8 and 9 (except so much thereof as has been taken for Alley), taken as a Tract, all in Block 4 in Fractional Section 15 Addition to Chicago, in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, said Parcel lying below 33.43 feet above Chicago City Datum and lying above 17.81 feet above Chicago City Datum and lying within the horizontal boundaries of said Parcel projected vertically and described as follows:

Commencing at a point on the North line of said Tract 9.00 feet East of the Northwest corner thereof; thence South $00^{\circ} 21' 25''$ West 4.95 feet to the point of beginning of said Parcel; Thence South $89^{\circ} 42' 07''$ East 1.86 feet; Thence North $00^{\circ} 17' 53''$ East 1.25 feet; Thence South $89^{\circ} 42' 07''$ East 0.78 feet; Thence North $00^{\circ} 17' 53''$ East 2.95 feet; Thence South $89^{\circ} 42' 07''$ East 11.20 feet; Thence South $00^{\circ} 17' 53''$ West 2.72 feet; Thence South $89^{\circ} 42' 07''$ East 10.28 feet; Thence North $00^{\circ} 17' 53''$ East 1.60 feet; Thence South $89^{\circ} 42' 07''$ East 6.98 feet; Thence South $00^{\circ} 17' 53''$ West 0.70 feet; Thence South $89^{\circ} 42' 07''$ East 2.31 feet;

UNOFFICIAL COPY

Thence North 00° 17' 53" East 0.64 feet; Thence South 89° 42' 07" East 2.38 feet; Thence South 00° 17' 53" West 12.18 feet; Thence North 89° 15' 36" West 6.94 feet; Thence North 00° 44' 24" East 0.33 feet; Thence North 89° 15' 36" West 4.73 feet; Thence North 00° 44' 24" East 0.38 feet; Thence North 89° 36' 55" West 8.85 feet; Thence North 27° 26' 47" West 1.06 feet; Thence North 89° 43' 58" West 9.15 feet; thence South 30° 26' 47" West 1.06 feet; thence North 89° 42' 07" West 3.25 feet; thence North 00° 17' 53" East 0.28 feet; thence North 89° 42' 07" West 1.86 feet; thence North 00° 21' 25" East 8.05 feet, to the point of beginning, in Cook County, Illinois.

And,

(D1 - Freight Elevator)

A Parcel being part of the South Half of Lot 5 and all of Lots 8 and 9 (except so much thereof as has been taken for Alley), taken as a Tract, all in Block 4 in Fractional Section 15 Addition to Chicago, in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, said Parcel lying below 292.21 feet above Chicago City Datum and lying above 0.03 feet above Chicago City Datum and lying within the horizontal boundaries of said Parcel projected vertically and described as follows:

Commencing at a point on the North line of said Tract 9.00 feet East of the Northwest corner thereof; thence South 00° 21' 25" West 4.95 feet; Thence South 89° 42' 07" East 1.86 feet; Thence North 00° 17' 53" East 1.25 feet; Thence South 89° 42' 07" East 0.78 feet; Thence North 00° 17' 53" East 2.95 feet; Thence South 89° 42' 07" East 11.20 feet; Thence South 00° 17' 53" West 2.72 feet; Thence South 89° 42' 07" East 10.28 feet; Thence North 00° 17' 53" East 1.60 feet; Thence South 89° 42' 07" East 6.98 feet; Thence South 00° 17' 53" West 0.70 feet; Thence South 89° 42' 07" East 2.31 feet; Thence North 00° 17' 53" East 0.64 feet; Thence South 89° 42' 07" East 2.38 feet; Thence South 00° 17' 53" West 4.96 feet to the point of beginning of said Parcel; Thence South 89° 15' 36" East 11.48 feet; Thence South 00° 17' 53" West 7.73 feet; Thence North 89° 11' 42" West 10.92 feet; Thence North 00° 44' 24" East 0.49 feet; Thence North 89° 15' 36" West 0.56 feet; Thence North 00° 17' 53" East 7.22 feet, to the point of beginning, in Cook County, Illinois.

And,

(D2 - Loading Dock Access)

A Parcel being part of the South Half of Lot 5 and all of Lots 8 and 9 (except so much thereof as has been taken for Alley), taken as a Tract, all in Block 4 in Fractional Section 15 Addition to Chicago, in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, said Parcel lying below 33.43 feet above Chicago City Datum and lying above 14.68 feet above Chicago City Datum and lying within the horizontal boundaries of said Parcel projected vertically and described as follows:

Commencing at a point on the North line of said Tract 9.00 feet East of the Northwest corner thereof; thence South 00° 21' 25" West 13.00 feet to the point of beginning of said Parcel; thence South 00° 21' 25" West 40.00 feet; thence South 89° 38' 35" East 20.12 feet; thence South 00° 21' 25" West 4.00 feet; thence South 89° 38' 35" East 12.20 feet; thence North 00° 21' 25" East 42.95 feet; Thence North 89° 15' 36" West 3.46 feet; Thence North 00° 44' 24" East 0.33 feet; Thence North 89° 15' 36" West 4.73 feet; Thence North 00° 44' 24" East 0.38 feet; Thence North 89° 36' 55" West 8.85 feet; Thence North 27° 26' 47" West 1.06 feet; Thence North 89° 43' 58" West 9.15 feet; thence South 30° 26' 47" West 1.06 feet; thence North 89° 42' 07" West 3.25 feet; thence North 00° 17' 53" East 0.28 feet; thence North 89° 42' 07" West 1.86 feet, to the point of beginning, in Cook County, Illinois.

99499050

UNOFFICIAL COPY

And,

(Above Roof)

The South Half of Lot 5 and all of Lots 8 and 9 (except so much thereof as has been taken for Alley), taken as a Tract, all in Block 4 in Fractional Section 15 Addition to Chicago, in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, lying above 292.21 feet above Chicago City Datum and lying within its horizontal boundaries projected vertically, and described as follows:

Beginning at the Southeast corner of said Tract; Thence North 90° 00' 00" West along the South line thereof 171.84 feet to a West line thereof; Thence North 00° 21' 25" East along a West line of said tract and its Northerly extension, 196.89 feet to the North line thereof; Thence South 89° 59' 00" East along the North line of said Tract 171.80 feet to the East line thereof; thence South 00° 20' 45" West along the East line of said Tract 196.84 feet to the point of beginning, in Cook County, Illinois.

And,

(Below Lobby)

The South Half of Lot 5 and all of Lots 8 and 9 (except so much thereof as has been taken for Alley), taken as a Tract, all in Block 4 in Fractional Section 15 Addition to Chicago, in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, lying below 14.68 feet above Chicago City Datum and lying within its horizontal boundaries projected vertically, and described as follows:

Beginning at the Southeast corner of said Tract; Thence North 90° 00' 00" West along the South line thereof 171.84 feet to the West line thereof; Thence North 00° 21' 25" East along a West line of said tract and its Northerly extension, 196.89 feet to the North line thereof; Thence South 89° 59' 00" East along the North line of said Tract 171.80 feet to the East line thereof; thence South 00° 20' 45" West along the East line of said Tract 196.84 feet to the point of beginning,

(except therefrom that part thereof described as follows:

(E - MALLC Basement)

A Parcel being part of the South Half of Lot 5 and all of Lots 8 and 9 (except so much thereof as has been taken for Alley), taken as a Tract, all in Block 4 in Fractional Section 15 Addition to Chicago, in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, said Parcel lying below 14.68 feet above Chicago City Datum and lying above 0.03 feet above Chicago City Datum and lying within the horizontal boundaries of said Parcel projected vertically and described as follows:

Beginning at the Northeast corner of said Tract; Thence South 00° 20' 45" West, along the East line of said Tract, 129.45 feet; Thence North 89° 11' 42" West 11.95 feet; Thence North 00° 48' 18" East 96.47 feet; Thence South 89° 11' 42" East 5.50 feet; Thence North 00° 48' 18" East 11.68 feet; Thence North 89° 11' 42" West 12.05 feet; Thence North 00° 48' 18" East 2.50 feet; Thence North 89° 11' 42" West 59.63 feet; Thence South 00° 48' 18" West 8.05 feet; Thence North 89° 11' 42" West 0.75 feet; Thence South 00° 48' 18" West 0.34 feet; Thence North 89° 11' 42" West 6.15 feet; Thence North 00° 48' 18" East 8.39 feet; Thence North 89° 11' 42" West 10.90 feet; Thence North 00° 48' 18" East 14.00 feet; Thence South 89° 11' 42" East 74.43 feet; Thence North 00° 48' 18" East 4.62 feet to a point on the North line of said Tract;

UNOFFICIAL COPY

Thence South $89^{\circ} 59' 00''$ East 20.47 feet, along the North line of said Tract, to the point of beginning;

Also excepted,

(F - MALLC Basement)

A Parcel being part of the South Half of Lot 5 and all of Lots 8 and 9 (except so much thereof as has been taken for Alley), taken as a Tract, all in Block 4 in Fractional Section 15 Addition to Chicago, in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, said Parcel lying below 14.68 feet above Chicago City Datum and lying above 2.07 feet below Chicago City Datum and lying within the horizontal boundaries of said Parcel projected vertically and described as follows:

Commencing at the Southeast corner of said Tract; thence North $00^{\circ} 20' 45''$ East along the East line of said Tract, 44.87 feet; Thence North $89^{\circ} 39' 15''$ West 1.71 feet to the point of beginning of said Parcel; Thence North $89^{\circ} 11' 42''$ West 79.33 feet; Thence North $00^{\circ} 48' 18''$ East 0.33 feet; Thence North $89^{\circ} 11' 42''$ West 4.76 feet; Thence North $00^{\circ} 48' 18''$ East 2.00 feet; Thence North $89^{\circ} 11' 42''$ West 2.00 feet; Thence North $00^{\circ} 48' 18''$ East 28.90 feet; Thence South $89^{\circ} 11' 42''$ East 6.70 feet; Thence North $02^{\circ} 02' 13''$ East 4.65 feet; Thence North $89^{\circ} 11' 42''$ West 6.80 feet; Thence North $00^{\circ} 48' 18''$ East 25.20 feet; Thence South $89^{\circ} 11' 42''$ East 2.03 feet; Thence North $00^{\circ} 48' 18''$ East 2.04 feet; Thence South $89^{\circ} 11' 42''$ East 4.66 feet; Thence North $00^{\circ} 48' 18''$ East 6.76 feet; Thence North $89^{\circ} 11' 42''$ West 4.73 feet; Thence North $00^{\circ} 48' 18''$ East 2.00 feet; Thence North $89^{\circ} 11' 42''$ West 2.00 feet; Thence North $00^{\circ} 48' 18''$ East 43.92 feet; Thence South $89^{\circ} 11' 42''$ East 2.00 feet; Thence North $00^{\circ} 48' 18''$ East 2.02 feet; Thence South $89^{\circ} 11' 42''$ East 4.86 feet; Thence North $00^{\circ} 48' 18''$ East 0.38 feet; Thence South $89^{\circ} 11' 42''$ East 62.82 feet; Thence South $00^{\circ} 48' 18''$ West 46.54 feet; Thence North $89^{\circ} 11' 42''$ West 3.18 feet; Thence South $00^{\circ} 48' 18''$ West 10.15 feet; Thence South $89^{\circ} 11' 42''$ East 3.18 feet; Thence South $00^{\circ} 48' 18''$ West 40.40 feet; Thence Southerly and Easterly 6.28 feet along the arc of a circle having a radius of 4.00 feet and whose chord bears South $44^{\circ} 11' 42''$ East 5.66 feet; Thence South $89^{\circ} 11' 42''$ East 12.45 feet; Thence South $00^{\circ} 48' 18''$ West 17.11 feet, to the point of beginning;

Also excepted,

(G - MALLC Basement)

A Parcel being part of the South Half of Lot 5 and all of Lots 8 and 9 (except so much thereof as has been taken for Alley), taken as a Tract, all in Block 4 in Fractional Section 15 Addition to Chicago, in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, said Parcel lying below 14.68 feet above Chicago City Datum and lying above 0.03 feet above Chicago City Datum and lying within the horizontal boundaries of said Parcel projected vertically and described as follows:

Beginning at the Southeast corner of said tract; Thence North $90^{\circ} 00' 00''$ West, along the South line of said Tract, 52.51 feet; Thence North $00^{\circ} 48' 18''$ East 5.27 feet; Thence North $89^{\circ} 34' 23''$ East 16.49 feet; Thence North $00^{\circ} 48' 18''$ East 32.19 feet; Thence South $89^{\circ} 11' 42''$ East 10.22 feet; Thence South $00^{\circ} 48' 18''$ West 6.58 feet; Thence South $89^{\circ} 11' 42''$ East 5.18 feet; Thence South $00^{\circ} 48' 18''$ West 14.65 feet; Thence South $89^{\circ} 11' 42''$ East 18.55 feet; Thence North $00^{\circ} 48' 18''$ East 21.23 feet; Thence South $89^{\circ} 11' 42''$ East 1.77 feet to a point on the East line of said Tract; Thence South $00^{\circ} 20' 45''$ West 37.09 feet, along the East line of said Tract, to the point of beginning;

Also excepted,

99499050

UNOFFICIAL COPY

(H - MALLC Basement)

A Parcel being part of the South Half of Lot 5 and all of Lots 8 and 9 (except so much thereof as has been taken for Alley), taken as a Tract, all in Block 4 in Fractional Section 15 Addition to Chicago, in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, said Parcel lying below 14.68 feet above Chicago City Datum and lying above 0.03 feet above Chicago City Datum and lying within the horizontal boundaries of said Parcel projected vertically and described as follows:

Commencing at the Southwest corner of said Tract; thence South $90^{\circ} 00' 00''$ East along the South line of said Tract, 46.19 feet; Thence North $00^{\circ} 00' 00''$ East 17.70 feet to the point of beginning of said Parcel; Thence North $89^{\circ} 11' 42''$ West 12.85 feet; Thence North $00^{\circ} 48' 18''$ East 19.65 feet; Thence South $89^{\circ} 11' 42''$ East 12.85 feet; Thence South $00^{\circ} 48' 18''$ West 19.65 feet, to the point of beginning;

Also excepted,

(I - MALLC Basement)

A Parcel being part of the South Half of Lot 5 and all of Lots 8 and 9 (except so much thereof as has been taken for Alley), taken as a Tract, all in Block 4 in Fractional Section 15 Addition to Chicago, in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, said Parcel lying below 14.68 feet above Chicago City Datum and lying above 0.03 feet above Chicago City Datum and lying within the horizontal boundaries of said Parcel projected vertically and described as follows:

Commencing at the Southwest corner of said Tract, thence South $90^{\circ} 00' 00''$ East along the South line of said Tract, 10.28 feet; Thence North $00^{\circ} 00' 00''$ East 35.09 feet to the point of beginning of said Parcel; Thence North $89^{\circ} 27' 01''$ West 7.00 feet; Thence North $00^{\circ} 48' 18''$ East 43.78 feet; Thence North $89^{\circ} 11' 42''$ West 2.40 feet; Thence North $00^{\circ} 48' 18''$ East 3.20 feet; Thence South $89^{\circ} 11' 42''$ East 16.40 feet; Thence South $00^{\circ} 48' 18''$ West 20.35 feet; Thence South $89^{\circ} 11' 42''$ East 14.85 feet; Thence South $00^{\circ} 48' 18''$ West 14.10 feet; Thence North $89^{\circ} 11' 42''$ West 21.97 feet; Thence South $00^{\circ} 16' 28''$ West 12.50 feet, to the point of beginning), all in Cook County, Illinois.

~~Also excepted,~~ AND

(M - Alley)

The South Half of Lot 5 and all of Lots 8 and 9 (except so much thereof as has been taken for Alley), taken as a Tract, all in Block 4 in Fractional Section 15 Addition to Chicago, in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows:

Beginning at the Northwest corner of said Tract; Thence South $89^{\circ} 59' 00''$ East along the North line thereof 9.00 feet; thence South $00^{\circ} 21' 25''$ West 66.18 feet; Thence North $89^{\circ} 59' 00''$ West 9.00 feet; Thence North $00^{\circ} 21' 25''$ East 66.18 feet to the point of beginning, in Cook County, Illinois.

99499050

UNOFFICIAL COPY

PARCEL 2:

Easements appurtenant to and for the benefit of Parcel 1 as created by easement grant from the Church Federation of Greater Chicago to the Peoples Gas Light and Coke Company dated May 30, 1972 and recorded June 13, 1972 as document number 21937644 to construct, reconstruct, renew, replace, operate, maintain, inspect, alter, repair and remove a gas main or pipes and such drips, valves, fittings, meters and other equipment as may be necessary or convenient for such operation, over the following described land: the West 8 feet and 9 and a half inches of the north half of Lot 5 of Block 4 of Fractional Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

99499050