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Cook County Recorder 41.50



LOAN NOS. TCL10361
and TCL10361A

**MODIFICATION
OF NOTE,
SECOND MORTGAGE NOTE,
BUILDING LOAN
AGREEMENT, MORTGAGE,
SECOND MORTGAGE
AND
OTHER LOAN DOCUMENTS**

This Modification of Note, Second Mortgage Note, Building Loan Agreement, Mortgage, Second Mortgage and other Loan Documents (the "Modification") dated as of July 14, 1999, by and between INDYMAC MORTGAGE HOLDINGS, INC., a Delaware corporation, d/b/a CONSTRUCTION LENDING CORPORATION OF AMERICA, ("Lender") and THE RESIDENCES AT RIVERBEND LIMITED PARTNERSHIP, an Illinois limited partnership ("Borrower").

RECITALS:

WHEREAS, on or about August 5, 1998, Lender made the initial advance under a \$5,000,000.00 first mortgage loan (the "Loan") and a \$1,500,000.00 second mortgage loan (the "Second Mortgage Loan") to Borrower pursuant to the terms of a Building Loan Agreement between Borrower and Lender dated as of July 14, 1998 (the "Loan Agreement");

WHEREAS, to evidence the Loan, Borrower executed a certain Promissory Note dated July 14, 1998 from Borrower to Lender in the original principal amount of \$5,000,000.00 (the "Note");

WHEREAS, to evidence the Second Mortgage Loan, Borrower executed a certain Second Mortgage Note dated July 14, 1998 from Borrower to Lender in the original principal amount of \$1,500,000.00 (the "Second Mortgage Note");

**PREPARED BY AND AFTER
RECORDING RETURN TO:**

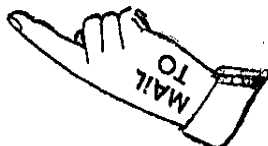
Scott M. Lapins
Miller, Shakman, Hamilton,
Kurtzon & Schlifke
208 South LaSalle Street
Suite 1100
Chicago, Illinois 60604

PERMANENT INDEX NUMBER:

See Exhibit "A"

ADDRESS OF PROPERTY:

Vacant land Northeast of the
Corner of Canal and Lake Streets
Chicago, Illinois



10/1
448
N9701820

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WHEREAS, the Note is secured by a certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing from Borrower in favor of Lender dated July 14, 1998 recorded with the Cook County Recorder on August 10, 1998 as Document No. 98698773 (the "Mortgage"), which Mortgage encumbers certain real property located in Cook County, Illinois legally described and shown in Exhibit "A" attached hereto;

WHEREAS, the Second Mortgage Note is secured by a certain Second Mortgage, Assignment of Rents, Security Agreement and Fixture Filing from Borrower in favor of Lender dated July 14, 1998 recorded with the Cook County Recorder on August 10, 1998 as Document No. 98698774 (the "Second Mortgage"), which Second Mortgage encumbers certain real property located in Cook County, Illinois legally described as shown on Exhibit "A" attached hereto;

WHEREAS, the Note, Second Mortgage Note are further secured by certain other Loan Documents (as that term is defined in the Loan Agreement);

WHEREAS, Borrower executed and delivered to Lender a certain Modification of Second Mortgage Note, Building Loan Agreement, Second Mortgage and other Loan Documents dated as of January 16, 1999 and recorded with the Cook County Recorder on March 3, 1999 as Document No. 99-204086 which served to extend the Maturity Date of the Second Mortgage Note to July 16, 1999;

WHEREAS, the Note and the Second Mortgage Note each has a Maturity Date of July 16, 1999 and Borrower has requested that Lender extend the Maturity Dates to September 16, 1999;

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties, the receipt and sufficiency of which are hereby acknowledged by Borrower, it is hereby agreed as follows:

1. The preamble is incorporated in the reference in and to the main body of this Agreement. All defined terms used herein shall have the meaning ascribed to them in the Note, Second Mortgage, Mortgage, Loan Agreement and other Loan Documents.

2. The Note is hereby amended as follows:

"The Maturity Date of the Note is hereby extended from July 16, 1999 to September 16, 1999".

3. The Second Mortgage Note is hereby amended as follows:

The Maturity Date of the Second Mortgage Note is hereby extended from July 16, 1999 to September 16, 1999.

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4. The Mortgage, Second Mortgage, Loan Agreement and other Loan Documents are each modified to incorporate the terms and provisions of this Modification, including reference to a Maturity Date of the Note and the Second Mortgage Note of September 16, 1999.

5. The modifications provided for in this Modification shall be effective only upon the following conditions being complied with by Borrower:

(a) That the Note and Second Mortgage Note is and always has been maintained in good standing, free from any default, and there is no uncured Event of Default under the Loan Agreement, Mortgage, Second Mortgage or other Loan Documents as of the date hereof;

(b) Delivery to Lender of an endorsement to ALTA Loan Policy No. N9701820 issued by Near North National Title Corporation as agent for Tigor Title Insurance Company (the "Title Company") previously delivered to Lender insuring the Mortgage to reflect the recording of this Modification;

(c) Delivery to Lender of a Modification and Reaffirmation of Guaranties;

(d) Delivery to Lender of a certificate of existence and resolutions of the Borrower authorizing execution of the documents; and

(e) Payment to Lender of an extension fee in the amount of \$833.00 on July 16, 1999 and an additional extension fee in the amount of \$833.00 payable on August 16, 1999.

6. Nothing herein contained shall impair the Note, Second Mortgage Note, Loan Agreement, Mortgage, Second Mortgage, or other Loan Documents in any way, nor alter, waive, annul, vary, nor affect any provision, condition therein contained except as expressly herein provided, nor affect or impair any right, power or remedy of Lender. It being the intention of the parties hereto that the terms and provision of the Note, Second Mortgage Note, Loan Agreement, Mortgage, Second Mortgage and other Loan Documents shall continue in full force and effect except as expressly modified in connection herewith.

7. Contemporaneously with the execution and delivery hereof, Borrower shall pay or cause to be paid all closing costs and expenses, including title insurance premiums and legal fees incurred by Lender incident to the transactions contemplated herein.

8. Borrower hereby acknowledges that (i) Borrower has no defense, offset or counterclaim with respect to the payment of any

sum owed to Lender, with respect to any covenant in the Loan Documents; (ii) Lender, on as of the date hereof, has fully performed all obligations to Borrower which may have had or has on and as of the date hereof; (iii) other than as expressly set forth herein, by entering into this Agreement, Lender does not waive any condition or obligation in the Loan Documents.

9. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

10. This Agreement may be executed in one or more counterparts, which together shall comprise the entire agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

INDYMAC MORTGAGE HOLDINGS, INC., A Delaware corporation, d/b/a CONSTRUCTION LENDING CORPORATION OF AMERICA

By: [Signature]
Its: VICE PRESIDENT

THE RESIDENCES AT RIVERBEND LIMITED PARTNERSHIP, an Illinois limited partnership

By: RIVERBEND L.L.C., an Illinois limited liability company - general partner

By: [Signature]
B.J. SPATHIES -
Its: Managing Member

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

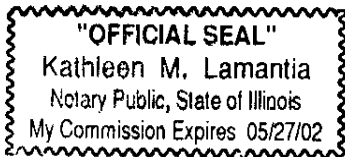
The foregoing instrument was acknowledged before me this 14th day of July, 1999, personally appeared B.J. SPATHIES, Mandy Mese of Riverbend L.L.C., an Illinois limited liability company, general partner of THE RESIDENCES AT RIVERBEND LIMITED PARTNERSHIP, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such president appeared before me this day in person and acknowledged that she signed and delivered the said instrument as the free and voluntary act of said limited partnership and for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of July, 1999.

(NOTARY SEAL)

Kathleen Lamantia
Notary Public

My Commission Expires: 05-27-02



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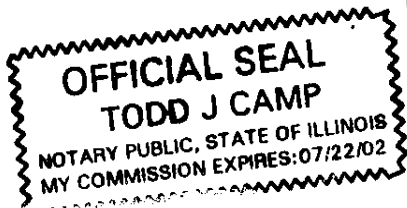
STATE OF ILLINOIS))
) SS.
COUNTY OF COOK)

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I HEREBY CERTIFY that on this 15 day of July, 1999, before me personally appeared STEVE F. ROSEN, Vice President of INDYMAC MORTGAGE HOLDINGS, INC., a Delaware corporation, d/b/a CONSTRUCTION LENDING CORPORATION OF AMERICA, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15 day of July, 1999.

(NOTARY SEAL)



Todd J. Camp
Notary Public

My Commission Expires: 7/22/02

EXHIBIT "A"LEGAL DESCRIPTION

PARCEL 1

A TRACT OF LAND COMPRISED OF WATER LOTS 2 AND 3 AND PARTS OF WATER LOTS 1 AND 4 IN BLOCK K IN THE ORIGINAL TOWN OF CHICAGO, IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 62208, TOGETHER WITH PART OF THE SOUTH HALF OF VACATED WEST CARROLL STREET LYING NORTH OF AND

ADJOINING SAID LOT 1, WHICH TRACT OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF WATER LOT 4 IN BLOCK K (SAID WEST LINE BEING ALSO THE EAST LINE OF NORTH CANAL STREET) AT A POINT WHICH IS 252.60 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID BLOCK, AND RUNNING THENCE NORTH 01 DEGREES 41 MINUTES 07 SECONDS WEST ALONG SAID WEST LINE OF BLOCK K A DISTANCE OF 95.05 FEET; THENCE NORTH 88 DEGREES 18 MINUTES 58 SECONDS EAST, A DISTANCE OF 16.10 FEET TO A POINT OF CURVE; THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST, TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 11.00 FEET, A DISTANCE OF 15.94 FEET TO A POINT OF TANGENCY WITH A STRAIGHT LINE BEARING SOUTH 06 DEGREES 45 MINUTES 24 SECONDS EAST FROM A POINT ON THE SOUTH LINE OF THE NORTH 3.00 FEET OF THE AFOREMENTIONED SOUTH HALF OF VACATED WEST CARROLL STREET, 20.15 FEET (MEASURED ALONG SAID SOUTH LINE OF THE NORTH 3.00 FEET) EAST FROM THE NORTHWARD EXTENSION OF THE WEST LINE OF BLOCK K AFORESAID; THENCE SOUTH 08 DEGREES 45 MINUTES 24 SECONDS EAST ALONG THE LAST DESCRIBED STRAIGHT LINE, A DISTANCE OF 11.27 FEET TO A POINT WHICH IS 70.02 FEET (MEASURED ALONG SAID LINE) SOUTHEASTERLY FROM THE AFOREMENTIONED POINT ON THE SOUTH LINE OF THE NORTH 3.00 FEET OF THE SOUTH HALF OF VACATED WEST CARROLL STREET; THENCE NORTH 81 DEGREES 14 MINUTES 36 SECONDS EAST, A DISTANCE OF 60.16 FEET; THENCE NORTH 08 DEGREES 45 MINUTES 24 SECONDS WEST, A DISTANCE OF 55.67 FEET; THENCE SOUTH 88 DEGREES 45 MINUTES 12 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF VACATED WEST CARROLL STREET, A DISTANCE OF 8.12 FEET TO THE EASTERLY FACE OF THE PRESENT DOCK ON THE WEST BANK OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTH 08 DEGREES 45 MINUTES 30 SECONDS EAST ALONG SAID EASTERLY FACE OF THE PRESENT DOCK, A DISTANCE OF 312.48 FEET; THENCE SOUTH 88 DEGREES 18 MINUTES 58 SECONDS WEST A DISTANCE OF 52.95 FEET TO A POINT ON THE EASTERLY LINE OF A TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 11391430; THENCE NORTH 28 DEGREES 28 MINUTES 42 SECONDS WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 55.51 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST, TANGENT TO LAST DESCRIBED COURSE AND HAVING A RADIUS OF 600.00 FEET, A DISTANCE OF 74.90 FEET; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO SAID LAST DESCRIBED ARC OF A CIRCLE, A DISTANCE OF 61.56 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT "A"

LEGAL DESCRIPTION (cont'd)

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PARCEL 1

ALL THAT PART OF THE PROPERTY AND SPACE BELOW A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF 12.88 FEET ABOVE CHICAGO CITY DATUM AND CONTAINED WITHIN THE VERTICAL PROJECTION OF THE FOLLOWING DESCRIBED PARCEL OF LAND: A PARCEL OF LAND COMPRISING A PART OF ORIGINAL WATER LOT OR WHARFING LOT 1, IN BLOCK K IN THE ORIGINAL TOWN OF CHICAGO, IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 62008, TOGETHER WITH PART OF THE SOUTH HALF (EXCEPT THE NORTH 3.00 FEET OF SAID SOUTH HALF) OF VACATED WEST CARROLL STREET LYING NORTH OF AND ADJACENT TO SAID LOT 1, DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHWARD PROLONGATION OF THE WEST LINE OF SAID BLOCK K WHICH IS 394.65 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, SAID POINT BEING ON THE EAST LINE OF NORTH CANAL STREET, AND ON THE SOUTH LINE OF THE NORTH 3.00 FEET OF THE SOUTH HALF OF VACATED WEST CARROLL STREET; THENCE SOUTH

88 DEGREES 45 MINUTES 22 SECONDS EAST, ALONG THE SOUTH LINE OF THE NORTH 3.00 FEET OF THE SOUTH HALF OF VACATED WEST CARROLL STREET AFORESAID, A DISTANCE OF 20.15 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 08 DEGREES 45 MINUTES 24 SECONDS EAST, A DISTANCE OF 70.02 FEET; THENCE NORTH 81 DEGREES 14 MINUTES 36 SECONDS EAST, A DISTANCE OF 60.16 FEET; THENCE NORTH 08 DEGREES 45 MINUTES 24 SECONDS WEST, A DISTANCE OF 55.67 FEET; THENCE NORTH 88 DEGREES 45 MINUTES 22 SECONDS WEST, A DISTANCE OF 17.53 FEET; THENCE NORTH 01 DEGREES 14 MINUTES 38 SECONDS EAST, A DISTANCE OF 3.68 FEET TO THE SOUTH LINE OF THE NORTH 3.00 FEET OF THE SOUTH HALF OF VACATED WEST CARROLL STREET AFORESAID; THENCE NORTH 88 DEGREES 45 MINUTES 22 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 44.21 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT "A"

LEGAL DESCRIPTION (cont'd)

PARCEL 3:

ALL THE PROPERTY AND SPACE ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 32.83 FEET, CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THE FOLLOWING DESCRIBED PARCEL OF LAND: A PARCEL OF LAND COMPRISED OF PARTS OF EACH OF WATER LOTS 2, 3 AND 4 IN BLOCK K IN ORIGINAL TOWN OF CHICAGO, IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 62008, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING ON THE WEST LINE OF WATER LOT 4 IN BLOCK K (SAID WEST LINE BEING ALSO THE EAST LINE OF NORTH CANAL STREET) AT A POINT WHICH IS 76.07 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID BLOCK, AND RUNNING THENCE NORTH 01 DEGREES 41 MINUTES 02 SECONDS WEST ALONG SAID WEST LINE OF BLOCK K, A DISTANCE OF 176.33 FEET TO THE MOST NORTHERLY CORNER OF THE NORTHERLY TRACT OF LAND HERETOFORE DESCRIBED IN DOCUMENT NUMBER 11391430; THENCE SOUTH 21 DEGREES 19 MINUTES 32 SECONDS EAST, ALONG AN EASTERLY LINE OF SAID DOCUMENT NUMBER 11391430, A DISTANCE OF 61.56 FEET; THENCE CONTINUING SOUTHEASTWARDLY ALONG AN EASTERLY LINE OF SAID DOCUMENT, BEING HERE A CURVED LINE, CONVEXED SOUTHWESTERLY, TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 74.90 FEET; THENCE SOUTH 28 DEGREES 28 MINUTES 42 SECONDS EAST ALONG AN EASTERLY LINE OF SAID DOCUMENT, BEING TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 55.51 FEET; THENCE SOUTH 88 DEGREES 13 MINUTES 58 SECONDS WEST, A DISTANCE OF 75.23 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING, IN THE AGGREGATE, 33,140 SQUARE FEET (0.7608 ACRE) OF LAND, MORE OR LESS.

PARCEL 4:

THAT PART OF THE CHICAGO RIVER LYING WESTERLY OF THE CENTER THREAD OF THE CHICAGO RIVER AND LYING EASTERLY OF THE PRESENT DOCK LINE ON THE WEST BANK OF THE NORTH BRANCH OF THE CHICAGO RIVER AND LYING BETWEEN THE NORTHERLY LINE EXTENDED EAST AND THE SOUTHERLY LINE EXTENDED EAST OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING ON THE WEST LINE OF WATER LOT 4 IN BLOCK K (SAID WEST LINE BEING ALSO THE EAST LINE OF NORTH CANAL STREET) AT A POINT WHICH IS 352.60 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID BLOCK, AND RUNNING THENCE NORTH 01 DEGREES 41 MINUTES 02 SECONDS WEST ALONG SAID WEST LINE OF BLOCK K A DISTANCE

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EXHIBIT "A"

LEGAL DESCRIPTION (cont'd)

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OF 95.05 FEET; THENCE NORTH 88 DEGREES 18 MINUTES 58 SECONDS EAST, A DISTANCE OF 16.10 FEET TO A POINT OF CURVE; THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST, TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 11.00 FEET, A DISTANCE OF 15.94 FEET TO A POINT OF TANGENCY WITH A STRAIGHT LINE BEARING SOUTH 08 DEGREES 45 MINUTES 24 SECONDS EAST FROM A POINT ON THE SOUTH LINE OF THE NORTH 3.00 FEET OF THE AFOREMENTIONED SOUTH HALF OF VACATED WEST CARROLL STREET, 20.15 FEET (MEASURED ALONG SAID SOUTH LINE OF THE NORTH 3.00 FEET) EAST FROM THE NORTHWARD EXTENSION OF THE WEST LINE OF BLOCK K AFORESAID; THENCE SOUTH 08 DEGREES 45 MINUTES 24 SECONDS EAST ALONG THE LAST DESCRIBED STRAIGHT LINE, A DISTANCE OF 13.97 FEET TO A POINT WHICH IS 70.02 FEET (MEASURED ALONG SAID LINE) SOUTHEASTERLY FROM THE AFOREMENTIONED POINT ON THE SOUTH LINE OF THE NORTH 3.00 FEET OF THE SOUTH HALF OF VACATED WEST CARROLL STREET; THENCE NORTH 81 DEGREES 14 MINUTES 36 SECONDS EAST, A DISTANCE OF 60.16 FEET; THENCE NORTH 08 DEGREES 45 MINUTES 24 SECONDS WEST, A DISTANCE OF 55.67 FEET; THENCE SOUTH 88 DEGREES 45 MINUTES 22 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF VACATED WEST CARROLL STREET, A DISTANCE OF 8.12 FEET TO THE EASTERLY FACE OF THE PRESENT DOCK ON THE WEST BANK OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTH 08 DEGREES 45 MINUTES 30 SECONDS EAST ALONG SAID EASTERLY FACE OF THE PRESENT DOCK, A DISTANCE OF 312.48 FEET; THENCE SOUTH 88 DEGREES 18 MINUTES 58 SECONDS WEST A DISTANCE OF 52.95 FEET TO A POINT ON THE EASTERLY LINE OF A TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 12307430;

THENCE NORTH 28 DEGREES 28 MINUTES 42 SECONDS WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 55.51 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST, TANGENT TO LAST DESCRIBED COURSE AND HAVING A RADIUS OF 600.00 FEET, A DISTANCE OF 74.90 FEET; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO SAID LAST DESCRIBED ARC OF A CIRCLE, A DISTANCE OF 61.56 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL 1:

EASEMENTS IN FAVOR OF THE PROPERTY ABOVE DESCRIBED AS CREATED BY DECLARATION OF EASEMENTS AND COVENANTS DATED JUNE 1, 1981 AND RECORDED JUNE 5, 1981 AS DOCUMENT 25895261 BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 1, 1979 AND KNOWN AS TRUST NUMBER 100819 FOR (A) VEHICULAR AND PEDESTRIAN ACCESS ON AND OVER THE DRIVEWAY AND ENTRANCE PLAZA OF THE LAND NORTH AND ADJOINING, KNOWN AS FULTON HOUSE CONDOMINIUM, AND (B) FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A PARKING FACILITY IN THE AREA LYING BENEATH THE SURFACE OF THE DRIVEWAY AND ENTRANCE PLAZA OF FULTON HOUSE CONDOMINIUM.

EASEMENT PARCEL 2:

EASEMENTS IN FAVOR OF THE PROPERTY ABOVE DESCRIBED AS CREATED BY DEED IN TRUST SUBJECT TO EASEMENTS, COVENANTS AND RESTRICTIONS DATED MARCH 27, 1989 AND RECORDED MARCH 28, 1989 AS DOCUMENT 89134782 MADE BY AND BETWEEN CHICAGO UNION STATION COMPANY, AN ILLINOIS CORPORATION AND LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 1, 1989 AND KNOWN AS TRUST NUMBER 114065 AND THE DEED IN TRUST SUBJECT TO EASEMENTS, COVENANTS AND RESTRICTIONS DATED MARCH 27, 1989 AND RECORDED MARCH 28, 1989 AS DOCUMENT 89134783 MADE BY CONSOLIDATED FARM CORPORATION, A PENNSYLVANIA CORPORATION TO LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 1, 1989 AND KNOWN AS TRUST

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EXHIBIT "A"

LEGAL DESCRIPTION (cont'd)

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NUMBER 114065 FOR (A) USE, MAINTAIN, REPAIR, REPLACE OR RENEW ADEQUATE COLUMNS, TRUSSES, HORIZONTAL STRUCTURAL MEMBERS, FOUNDATIONS AND OTHER SUPPORTS; (B) FOR THE PURPOSE OF INSPECTING THE PROJECTS' SUPPORTING COLUMNS, FOOTINGS AND FOUNDATIONS, ELEVATORS, PIPING, ELECTRICAL LINES AND ANY OTHER SERVICES AS WELL AS THE UNDERSIDE OF THE AIR EXHAUST SYSTEM, AND TO BRING SUCH MATERIALS AND PERFORM SUCH LABOR AS MAY BE NECESSARY OR CONVENIENT TO SAFELY, ADEQUATELY AND PROPERLY MAINTAIN, REPAIR AND STRENGTHEN SUCH STRUCTURES, SERVICES AND SYSTEMS; AND (C) CONSTRUCT STAIRWAYS AND PASSAGeways IF NECESSARY OR USEFUL TO MAINTAIN SAID STRUCTURES OR SERVICES IN THE EXPECTED SPACE, AS DEFINED THEREIN (THE SUBSURFACE LAND BELOW THE AIR RIGHT PORTION OF THE PROPERTY).

PIN NOS.: 17-09-306-010-0000
17-09-306-013-0000
17-09-306-018-0000

Property of Cook County Clerk's Office