



Office of the City Clerk

City Hall
121 N. LaSalle St.
Room 107
Chicago, IL 60602
www.chicityclerk.com

Legislation Details (With Text)

File #: O2015-2631
Type: Ordinance **Status:** Passed
File created: 4/15/2015 **In control:** City Council
Final action: 5/6/2015
Title: Note cancellation and payment agreement with PrivateBank and Trust Company
Sponsors: Emanuel, Rahm
Indexes: Redevelopment
Attachments: 1. O2015-2631 (V1).pdf, 2. O2015-2631.pdf

Date	Ver.	Action By	Action	Result
5/15/2015	1	City Council	Signed by Mayor	
5/6/2015	1	City Council	Passed	Pass
5/5/2015	1	Committee on Finance	Recommended to Pass	Pass
4/15/2015	1	City Council	Referred	

ORDINANCE

WHEREAS, pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on April 6, 2005, and published at pages 45166-45285 in the Journal of Proceedings of the City Council (the "Journal of Proceedings") of that date, the City through its Department of Planning and Development, or its predecessor department (the "Department"), and New West Kedzie, L.L.C., an Illinois limited liability company (the "Developer"), entered into that certain New West Kedzie, L.L.C. Redevelopment Agreement (the "Redevelopment Agreement"), dated April 11, 2006 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Office of the Recorder") as Document No. 0610218029 on April 12, 2006; and

WHEREAS, the Developer agreed to construct and sell approximately 102 new residential units on scattered sites in buildings that will include Market-Rate Units and Affordable Units (a minimum of 25% of the total number Market-Rate and Affordable Units) in the Midwest Redevelopment Project Area (the "Project") on the real property generally located between 706-817 South Kedzie Avenue, 905-925 South Kedzie Avenue, and 3207 W. Flournoy Street, Chicago, Illinois 60612; and

WHEREAS, the City agreed to provide the Developer with tax increment financing from the Midwest Redevelopment Area not to exceed \$3,500,000 (the "City Funds") and evidenced, in part, by a TIF Note in the principal amount of not to exceed \$1,750,000 payable from Available Incremental Taxes, as defined in the Redevelopment Agreement, (the "Original TIF Note"), and subsequently issued the Original Note simultaneous with the execution of the Redevelopment Agreement;

WHEREAS, the Developer obtained financing from PrivateBank and Trust Company ("PrivateBank") to construct the Project and collaterally assigned its interest in the Original TIF Note to PrivateBank to secure such financing;

WHEREAS, subsequently, the Redevelopment Agreement was amended by a certain Amendment to the Redevelopment Agreement between the Department and the Developer, dated as of September 21, 2007 and recorded in the Office of the Recorder as Document No. 0726844011 on September 25, 2007 (the "First

Amendment" together with the Original Agreement are collectively referred to herein as the "Amended Agreement"); and

WHEREAS, due to housing market conditions, the Developer was unable (i) to meet the requirements for the issuance of the Certificate of Completion by March 9, 2009, which delayed commencement of the accrual of interest on the Original TIF Note and payments on the Original TIF Note and (ii) to complete the Project by December 30, 2009; and

WHEREAS, subsequently to address these issues and pursuant to an ordinance adopted by the City Council on January 13, 2010 and published at pages 82474 through 82486 in the Journal of Proceedings of that date, the Department and the Developer executed the Second Amendment to the Amended Agreement, dated June 15, 2010 and recorded in the Office of the Recorder as Document 1017418064 on June 23, 2010 (the

S:/Finance/NewWestKedzie/PostClosing/Deed in Lieu/Ordinance/Final/2015.4.8 OrdinanceNote Cancellation.doc

I

"Second Amendment") and the Agreement for the Sale and Development of Land and recorded in the Office of the Recorder as Document 1017418061 (the "2010 Land Sale Agreement"); and

WHEREAS, on June 15, 2010 upon the closing of the Second Amendment and the 2010 Land Sale Agreement, the City i) issued a Certificate of Substantial Completion to the Developer, (ii) cancelled the Original TIF Note and replaced it with a new City Note, as defined in the Second Amendment (the "New TIF Note") that was assigned to PrivateBank, and (iii) made the first payment on the New TIF Note in the amount of \$163,717.06; and

WHEREAS, PrivateBank, on June 29, 2011, took title to the 22 unsold but completed Market Rate units and 7 vacant parcels in a deed in lieu of foreclosure (the "Foreclosed Parcels'); and

WHEREAS, on March 28, 2013, PrivateBank sold the Foreclosed Parcels to a third party purchaser; and

WHEREAS, the City and PrivateBank have agreed that the Project was only 80% completed by the Developer before PrivateBank took title to the Foreclosed Parcels; and

WHEREAS, PrivateBank offered that it would be willing to accept 80% of the value of the City Funds less amounts already paid ($\$3,500,000 \times 80\% = \$2,800,000 - (\$1,750,000 + \$163,717)$) in an amount not to exceed Eight Hundred Eighty Six Thousand Two Hundred Eighty Three Dollars (\$886,283) ("Reduced Obligation") and cancel the New TIF Note; and

WHEREAS, the City and PrivateBank have agreed to enter into to a Note Cancellation and Payment Agreement in order to memorialize the City's Reduced Obligation to PrivateBank, all on the terms and conditions set forth in the Note Cancellation and Payment Agreement (the "Agreement"), attached hereto as Exhibit A and made a part hereof.

NOW, THEREFORE, in consideration of the mutual conditions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows

BE IT ORDAINED BY THE CITY COUNCIL ON THE CITY OF CHICAGO:

SECTION 1. The above recitals are incorporated herein and made a part hereof.

SECTION 2. In consideration of PrivateBank's delivery of the New TIF Note for cancellation, the City

agrees to pay PrivateBank the Reduced Obligation consisting of a Lump Sum Payment of Five Hundred Seventy-Two Thousand Eight Hundred Twenty-Seven Dollars (\$572,827) and a Pay-As-You-Go Amount as provided in the Agreement, attached hereto as Exhibit A:

S:/Finance/NewWestKedzie/PostClosing/Deed in Lieu/Ordinance/Final/2015.4.8 OrdinanceNote Cancellation doc

2

SECTION 3. In consideration of the City's payment of the Reduced Obligation, PrivateBank hereby agrees to accomplish, the following:

1. Deliver to the City the New TIF Note for cancellation;
2. Record this Agreement against the Property with the Cook County Recorder's office. PrivateBank no longer owns the Property and therefore the Agreement is being recorded for informational purposes only.

SECTION 4. The Commissioner of DPD (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Agreement between PrivateBank and the City substantially in the form attached hereto as Exhibit A, and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection therewith. ^ ■

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability, of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall be effective as of the date of its passage and approval.

S:/Finance/NewWestKedzie/PostClosing/Deed in Lieu/Ordinance/Final/2015.4.8 OrdinanceNote Cancellation.doc

EXHIBIT A

NOTE CANCELLATION AND PAYMENT AGREEMENT (See Attached)

EXHIBIT A

NOTE CANCELLATION AND PAYMENT AGREEMENT

This Note Cancellation and Payment Agreement (this "Agreement") is made and entered into as of this _____ day of _____, 2015, by and between the City of Chicago, an Illinois municipal corporation (the "City") and The PrivateBank and Trust Company ("PrivateBank") (the City and PrivateBank are individually referred to as a "Party" and collectively referred to as the "Parties").

WHEREAS, the City, through its Department of Planning and Development, and New West Kedzie L.L.C. (the "Developer") entered into that certain New West Kedzie L.L.C. Redevelopment Agreement dated as of April 11, 2006 (the "Redevelopment Agreement"), pursuant to which the Developer agreed to construct and sell approximately 102 new residential units on scattered sites in buildings that will include Market-Rate Units and Affordable Units (a minimum of 25% of the total number Market-Rate and Affordable Units) in the Midwest Redevelopment Project Area (the "Project") generally located between 706 -817 South Kedzie Avenue, 905-925 South Kedzie Avenue, and 3207 W. Flourney Street, Chicago, Illinois 60612;

WHEREAS, the City agreed to provide the Developer with tax increment financing not to exceed \$3,500,000 and evidenced, in part, by a TIF Note in the principal amount of not to exceed \$1,750,000 payable from Available Incremental Taxes, as defined in the Redevelopment Agreement, (the "Original TIF Note"), and subsequently issued such Note simultaneous with the execution of the Redevelopment Agreement;

WHEREAS, the Developer obtained financing from PrivateBank to construct the Project and collaterally assigned its interest in the TIF Note to PrivateBank to secure such financing;

WHEREAS, on September 21st, 2007 the City and the Developer entered into an Amendment to Redevelopment Agreement (the "First Amendment") pursuant to which additional parcels of land were added to the Project and subjected to the terms and conditions of the Redevelopment Agreement;

WHEREAS, on June 15, 2010, the City and the Developer entered into (i) the Second Amendment to Redevelopment Agreement (the "Second Amendment") pursuant to which the City agreed to re-issue the TIF Note with,an extended maturity date and a revised interest rate (the "New TIF Note") and to issue a Certificate of Substantial Completion based on the completion of 50 of the 77 Market Rate Units and all 25 of the Affordable Rate Units, and (ii) an Agreement For The Sale And Development Of Land (the "2010 Land Sale Agreement") adding additional parcels of land to the Project subject to the terms and conditions of the Redevelopment Agreement (the Redevelopment Agreement, the First Amendment, the Second Amendment, and the 2010 Land Sale Agreement are collectively referred to hereinafter as the "Redevelopment Agreements");

WHEREAS, in conjunction with the cancellation of the Original TIF Note and the issuance of the New TIF Note, on June 15, 2010, the Developer assigned the New TIF Note to PrivateBank and the City consented to such assignment;

WHEREAS, PrivateBank, on June 29, 2011 (the "PrivateBank Ownership Date"), took title to the 22 unsold but completed Market Rate units and 7 vacant parcels, described in Exhibit 1, attached hereto, in a deed in lieu of foreclosure (the "Foreclosed Parcels");

WHEREAS, on March 28, 2013, PrivateBank sold the Foreclosed Parcels to a third party purchaser; and

WHEREAS, the City and PrivateBank have agreed that the Project was only 80% completed by the Developer before PrivateBank took title to the Foreclosed Parcels; and

WHEREAS, the City and PrivateBank have agreed to enter into this Agreement in order to reduce the amount owed to PrivateBank under the New TIF Note in recognition that the Project was only 80% completed and to cancel the New TIF Note, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual conditions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. Incorporation of Recitals. The above recitals are incorporated here by reference and constitute a material part hereof.

Section 2. Capitalized Terms. Capitalized terms used in this Agreement shall have the meanings set forth herein or, if not defined herein, shall have the meanings given in the Redevelopment Agreements.

Section 3. Reduced Obligation.

A. Prior to the PrivateBank Ownership Date and pursuant to the Redevelopment Agreements, the City paid the Developer from Available Incremental Taxes \$1,750,000 (the Initial Payment, as defined in the Redevelopment Agreements) and \$163,717.06, the first payment on the New TIF Note, which leaves a principal balance of \$886,283 ($\$3,500,000 \times 80\% = \$2,800,000 - (\$1,750,000 + \$163,717)$).

B. In consideration of PrivateBank's delivery of the New TIF Note for cancellation, the City agrees to pay PrivateBank an amount not to exceed Eight Hundred Eighty Six Thousand Two Hundred Eighty Three Dollars (\$886,283) (the "Reduced Obligation") consisting of a Lump Sum Payment and a Pay-As-You-Go Amount as herein provided:

C. Simultaneously herewith, the City shall pay PrivateBank Five Hundred Seventy-Two Thousand Eight Hundred Twenty-Seven Dollars (\$572,827) from Available Incremental Taxes (the "Lump Sum Payment"); and

D. The City shall pay PrivateBank a maximum pay-as-you-go amount equal to the Reduced Obligation less the Lump Sum Payment (the "Pay-As-you-Go Amount"), currently estimated at Three Hundred Thirteen Thousand Four Hundred Fifty-Six Dollars (\$313,456) ($\$886,283 - \$572,827$). In order for PrivateBank to receive any portion of the Pay-As-You Go Amount, PrivateBank must submit a demand letter, the form of which is attached hereto as Exhibit 2 ("Demand Letter"), to the City sixty (60) days before April 1st of each year. The first payment of the Pay-As-You-Go Amount shall be made on the later to occur of April 1st of 2016 from Available Incremental Taxes as defined in the Redevelopment Agreements (and received

by the City in the prior year) or sixty days after the City's receipt of a Demand Letter. Thereafter, annual payments from Available Incremental Taxes shall be made on the later to occur of April 1st of each subsequent calendar year or sixty (60) days after the City's receipt of a Demand Letter, until the first to occur of (i) the payment in full of the Pay-As-You-Go Amount or (ii) the 23rd calendar year after 2001, the year in

which the Midwest Redevelopment Project Area was adopted, and in which the real estate taxes levied in 2023 are paid by December 31, 2024.

E. In consideration of the City's payment of the Reduced Obligation as set forth above, PrivateBank hereby agrees to accomplish the following:

1. Deliver to the City the New TIF Note for cancellation;
2. Record this Agreement against the Foreclosed Parcels with the Cook County Recorder's office. PrivateBank no longer owns the Foreclosed Parcels and therefore this Agreement is being recorded for informational purposes only.

Section 4. Discharge. Upon payment of the Reduced Obligation, PrivateBank releases, acquits and forever discharges the City from any and all claims, causes of action, demands, obligations, liabilities, rights and damages (including but not limited to all compensatory, punitive, bad faith, extra-contractual or exemplary damages), whether known or unknown, asserted or unasserted, whether at law or in equity, of any type, nature or description whatsoever, which PrivateBank now has, or ever had, or may have in the future, which pertain to the City's obligation to make payments under the New TIF Note and under the Redevelopment Agreement.

Section 5. Indemnity. Each of the Parties hereby represents and warrants to the other that, except as expressly set forth herein, it has not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity any claims, debts, liabilities, demands, obligations, damages, losses, costs, expenses, attorneys' fees, actions or causes of action released herein. Each of the Parties agrees to indemnify, hold harmless and defend (including the payment of actual attorneys' fees, costs and expenses) the other of and from any claims, debts, liabilities, demands, obligations, damages, losses, costs, expenses, attorneys' fees, actions or causes of action that are in any way based on or arise out of any such assignment or transfer.

Section 6. Covenants. Nothing in this Agreement shall affect or alter any covenant contained in the Redevelopment Agreements which remain in full force or effect.

Section 7. General Provisions.

A. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflicts of law provisions thereof.

B. The Parties acknowledge that for the purpose of enforcing the terms of this Agreement or entering judgment appropriate jurisdiction and venue shall lie with the Circuit Court of Illinois, County of Cook.

C. Each of the Parties represents and warrants that it has been represented by separate legal counsel of its own choice and throughout all of the negotiations that preceded the

3

execution of this Agreement and in connection with the preparation and execution of this Agreement; that it has carefully and thoroughly reviewed this Agreement in its entirety with that counsel; that its counsel has approved it as to form; and that it understands the terms used herein.

D. Each Party has had the opportunity to investigate this matter, determine the advisability of entering into this Agreement and has entered into this Agreement freely and voluntarily. Each of the Parties acknowledges that in executing this Agreement they rely solely on their own judgment, belief and knowledge and on such advice as they may have received from their own counsel and that they have not been influenced by any representation or statements made by the other Party or its counsel. No provision in this Agreement is to be interpreted for or against any of the Parties because that Party or its counsel drafted such provision.

E. It is understood and agreed by the Parties that all understandings, agreements and

representations heretofore had or made by the Parties with respect to the matters covered by this Agreement are merged into this Agreement, which alone fully and completely expresses the Parties' agreement.

F. No alteration, amendment, change or addition to this Agreement shall be binding upon any Party hereto unless and until reduced to writing and signed by all of the Parties.

G. The Parties and the individuals signing this Agreement represent and warrant that the individuals signing this Agreement are duly authorized and empowered to act on behalf of and to sign for the Party for whom they have signed respectively, that this Agreement has been duly and validly executed by them, and that this Agreement constitutes the valid and binding obligation of the Parties.

H. This Agreement shall be binding on, and inure to the benefit of, the successors and assigns of the Parties.

I. Any statements, communications, or notices shall be sent by certified mail, return receipt requested, and by facsimile to the attention of the persons indicated below, until such time as notice of any change of the person to be notified or change of address is forwarded in written to all Parties:

If to the City: City of Chicago
Department of Planning and Development 121 North
LaSalle Street, Room 1000 Chicago, IL 60602 Attention:
Commissioner

with a copy to; City of Chicago
Department of Law
Finance and Economic Development Division 121 North
LaSalle Street, Room 600 Chicago, IL 60602

If to PrivateBank: Mr. Joseph M. Geisel, Managing Director
The Private Bank 120 South LaSalle
Street Chicago, Illinois 60603

4

Samuel J. Polsky Polsky & Associates, Ltd. 205 North Michigan Avenue Suite 4220
Chicago, Illinois 60601

This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

CITY OF CHICAGO, acting by and through its Department
of Planning and Development

By:

Andrew
Commissioner

J.

Mooney

Its

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

NOTARY CERTIFICATION

I, _____, a notary public in and for the said County, in the State aforesaid,
DO HEREBY CERTIFY that Andrew J. Mooney, Commissioner of the Department of Planning and
Development of the City of Chicago, Illinois, an Illinois municipal corporation, on behalf of the corporation (the
"City"), and personally known to me to be the same person whose name is subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered
said instrument pursuant to the authority given to him by the City, as his free and voluntary act and as the free
and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 20__.

Notary Public

My Commission Expires

(SEAL)

[PRIVATEBANK EXECUTION ON FOLLOWING PAGE]

6

THE PRIVATE BANK AND TRUST COMPANY:

By:
Name:
Title:

NOTARY CERTIFICATION

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 _____, personally known to me to be the _____ of The PrivateBank and Trust Company, a _____ (the "Bank¹"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officer, he/she signed and delivered the said instrument, pursuant to authority given by the board of directors the Bank as the free and voluntary act of such person, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2015.

(SEAL)

Notary Public

7

Exhibit 1

Legal Description of the Foreclosed Parcels and Permanent Index Numbers
(See Attached)

8

EXHIBIT 2

DEMAND LETTER FORM

[Bank's Letterhead]

Date:

Mark Sagun City of Chicago
Department of Planning and Development 121 North LaSalle Street, Room 1006 Chicago, IL
60602 Mark.sagun(S)cityofchicago.org

RE:

Information about when funds are due Where funds should be sent or wired

By:

Name: Title

The PrivateBank and Trust Company

9

LEGAL DESCRIPTION

PARCEL 1A:

LOT 1 (EXCEPT THE EAST 63 FEET) AND LOT 2 (EXCEPT THE EAST 73 FEET) IN BLOCK 3 IN GEORGE K. SHOENBERGER SUBDIVISION OF THE EAST 1/4 OF THE NORTH 40 RODS OF THE SOUTHEAST 1/4 OF SECTION 14 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL IB:

LOTS 3 THROUGH 10 IN BLOCK 3 IN GEORGE K. SCHOENBERGER'S SUBDIVISION OF THE EAST 1/4 OF THE NORTH 40 RODS OF THE SOUTHEAST 1/4 OF SECTION 14 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

UNITS 3211-1C AND 738-2 TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTERESTS IN THE

COMMON ELEMENTS IN LEXINGTON KEDZIE III ' CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0730415167, AS AMENDED FROM TIME TO TIME, IN THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3A: (BUILDINGS 27-28)

THAT PART OF THE SOUTH 17 FEET OF LOT 21 AND ALL OF LOTS 22, 23, 24 AND 25 AND THE NORTH 8 FEET OF LOT 26, ALL TAKEN AS A TRACT, IN BLOCK 2 IN GEORGE K. SHOENBERGER'S SUBDIVISION OF THE EAST 1/4 OF THE NORTH 40 RODS OF THE SOUTHEAST 1/4 OF SECTION 14, A*ND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, ALL IN TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID GEORGE K. SHOENBERGER'S SUBDIVISION RECORDED JULY 1, 1892 AS DOCUMENT NO. 1693999, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT, THENCE SOUTH 00 DEGREES 47 MINUTES 45 SECONDS EAST ALONG THE WEST LINE OF SAID TRACT, 85.46 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 09 MINUTES 53 SECONDS EAST ALONG THE WESTERLY EXTENSION OF THE NORTH FACE OF A CONCRETE FOUNDATION, 51.00 FEET TO THE NORTHEAST CORNER OF SAID CONCRETE FOUNDATION; THENCE SOUTH 00 DEGREES 43 MINUTES 30

-A-1 -

SECONDS EAST, 36.75 FEET TO THE SOUTHEAST. CORNER OF SAID CONCRETE FOUNDATION; THENCE SOUTH 89 DEGREES 17 MINUTES 37 SECONDS WEST ALONG THE SOUTH FACE OF SAID CONCRETE FOUNDATION AND WESTERLY EXTENSION THEREOF, 50.95 FEET TO THE WEST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 47 MINUTES 45 SECONDS WEST, 36.63 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3B: BUILDING 26

THAT PART OF THE SOUTH 17 FEET OF LOT 21 AND ALL OF LOTS 22, 23, 24 AND 25 AND THE NORTH 8 FEET OF LOT 26, ALL TAKEN AS A TRACT, IN BLOCK 2 IN GEORGE K. SHOENBERGER'S SUBDIVISION OF THE EAST 1/4 OF THE NORTH 40 RODS OF THE SOUTHEAST 1/4 OF SECTION 14, AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, ALL IN TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID GEORGE K. SHOENBERGER'S SUBDIVISION RECORDED JULY 1, 1892 AS DOCUMENT NO. 1693999, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT, THENCE SOUTH 00 DEGREES 47 MINUTES 45 SECONDS EAST ALONG THE WEST LINE OF SAID TRACT, 40.08 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 09 MINUTES 54 SECONDS EAST ALONG THE WESTERLY EXTENSION OF A PARTY WALL, 50.97 FEET TO AN INTERSECTION WITH A LINE DRAWN BETWEEN THE NORTHEAST AND SOUTHEAST CORNERS OF A CONCRETE FOUNDATION; THENCE SOUTH 00 DEGREES 48 MINUTES 31 SECONDS EAST, 18.36 FEET TO THE SOUTHEAST CORNER OF SAID CONCRETE FOUNDATION; THENCE SOUTH 89 DEGREES 06 MINUTES 14 SECONDS WEST ALONG THE SOUTH FACE OF SAID CONCRETE FOUNDATION AND WESTERLY EXTENSION THEREOF, 50.98 FEET TO THE WEST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 47 MINUTES 45 SECONDS WEST, 18.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4: (BUILDINGS 30-34)

THAT PART OF THE SOUTH 17 FEET OF LOT 21 AND ALL OF LOTS 22, 23, 24 AND 25 AND THE NORTH 8 FEET OF LOT 26, ALL TAKEN AS A TRACT, IN BLOCK 2 IN GEORGE K. SHOENBERGER'S SUBDIVISION OF THE EAST 1/4 OF THE NORTH 40 RODS OF THE SOUTHEAST 1/4 OF SECTION 14, AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, ALL IN TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID GEORGE K. SHOENBERGER'S SUBDIVISION RECORDED JULY 1, 1892 AS DOCUMENT NO. 1693999, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00 DEGREES 47 MINUTES 45 SECONDS EAST ALONG THE EAST LINE OF SAID TRACT, 5.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 47 MINUTES 45 SECONDS EAST ALONG THE EAST LINE OF SAID TRACT, 108.75 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 21 SECONDS WEST ALONG THE EASTERLY EXTENSION OF THE SOUTH FACE OF A CONCRETE FOUNDATION, 54.00 FEET; THENCE NORTH 00 DEGREES 48 MINUTES 31 SECONDS WEST, 108.68 FEET TO THB

- A-2 -

WESTERLY EXTENSION OF THE NORTH FACE OF SAID CONCRETE FOUNDATION; THENCE NORTH 89 DEGREES 07 MINUTES 01 SECONDS EAST ALONG SAID NORTH FACE AND THE EAST-WEST EXTENSIONS, THEREOF, 54.02 FEET TO THE POINT OF BEGINNING, (EXCEPT THEREFROM THE FOLLOWING DESCRIBED LAND:

BUILDING 29:

THAT PART OF THE SOUTH 17 FEET OF LOT 21 AND ALL OF LOTS 22, 23, 24 AND 25 AND THE NORTH 8 FEET OF LOT 26, ALL TAKEN AS A TRACT, IN BLOCK 2 IN GEORGE K. SHOENBERGER'S SUBDIVISION OF THE EAST 1/4 OF THE NORTH 40 RODS OF THE SOUTHEAST 1/4 OF SECTION 14, AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, ALL IN TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID GEORGE K. SHOENBERGER'S SUBDIVISION RECORDED JULY 1, 1892 AS DOCUMENT NO. 1693999, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00 DEGREES 47 MINUTES 45 SECONDS EAST ALONG THE EAST LINE OF SAID TRACT, 5.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 47 MINUTES 45 SECONDS EAST ALONG THE EAST LINE OF SAID TRACT, 18.37 FEET TO AN INTERSECTION WITH A PARTY WALL PROJECTED EAST; THENCE SOUTH 89 DEGREES 09 MINUTES 04 SECONDS WEST ALONG SAID PARTY WALL AND THE EAST-WEST EXTENSIONS THEREOF, 54.02 FEET; THENCE NORTH 00 DEGREES 48 MINUTES 31 SECONDS WEST, 18.34 FEET TO THE WESTERLY EXTENSION OF THE NORTH FACE OF SAID CONCRETE FOUNDATION; THENCE NORTH 89 DEGREES 07 MINUTES 01 SECONDS EAST ALONG SAID NORTH FACE AND THE EAST-WEST EXTENSIONS THEREOF, 54.02 FEET TO THE POINT OF BEGINNING) ALL IN COOK COUNTY, ILLINOIS.)

PARCEL 5: (BUILDING 35)

THAT PART OF LOTS 19, 20, 21, AND 22 IN BLOCK 2 IN P.W. SNOWHOOKS DOUGLAS PARK ADDITION IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID P.W. SNOWHOOKS DOUGLAS PARK ADDITION RECORDED AUGUST 3, 1886 AS DOCUMENT NO. 740757, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT, THENCE SOUTH 00 DEGREES 47

MINUTES 45 SECONDS EAST ALONG THE WEST LINE OF SAID TRACT, 1.94 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 16 MINUTES 41 SECONDS EAST ALONG THE WESTERLY EXTENSION OF THE NORTH FACE OF A CONCRETE FOUNDATION, 56.07 FEET TO THE NORTHEAST CORNER OF SAID CONCRETE FOUNDATION; THENCE SOUTH 00 DEGREES 48 MINUTES 17 SECONDS EAST, 20.27 FEET TO THE INTERSECTION OF A LINE DRAWN BETWEEN THE NORTHEAST AND SOUTHEAST CORNERS OF SAID CONCRETE FOUNDATION WITH THE CENTER OF A PARTY WALL PROJECTED EAST; THENCE SOUTH 89 DEGREES 11 MINUTES 43 SECONDS WEST ALONG THE CENTER OF A PARTY WALL AND THE WESTERLY EXTENSION THEREOF, 56.07 FEET TO THE WEST LINE OF SAID TRACT;

-A-3 -

THENCE NORTH 00 DEGREES 47 MINUTES 45 SECONDS WEST, 20.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

' PARCEL 6: (BUILDING 36)

THAT PART OF LOTS 19, 20, 21, AND 22 IN BLOCK 2 IN P.W. SNOWHOOKS DOUGLAS PARK ADDITION IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID P.W. SNOWHOOKS DOUGLAS PARK ADDITION RECORDED AUGUST 3, 1886 AS DOCUMENT NO. 740757, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT, THENCE SOUTH 00 DEGREES 47 MINUTES 45 SECONDS EAST, 22.29 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 11 MINUTES 43 SECONDS EAST ALONG THE WESTERLY EXTENSION OF A PARTY WALL, 56.07 FEET TO AN INTERSECTION WITH A LINE DRAWN BETWEEN THE NORTHEAST AND THE SOUTHEAST CORNERS OF A CONCRETE FOUNDATION AND THE CENTER OF A PARTY WALL PROJECTED EAST; THENCE SOUTH 00 DEGREES 48 MINUTES 17 SECONDS EAST, 20.00 FEET TO THE INTERSECTION OF A LINE DRAWN BETWEEN THE NORTHEAST AND SOUTHEAST CORNER OF SAID CONCRETE FOUNDATION AND THE CENTER OF A PARTY WALL PROJECTED EAST; THENCE SOUTH 89 DEGREES 11 MINUTES 43 SECONDS WEST ALONG THE CENTER OF SAID PARTY WALL AND THE WESTERLY EXTENSION THEREOF, 56.08 FEET TO THE WEST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 47 MINUTES 45 SECONDS WEST, 20.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 7: (BUILDING 37)

THAT PART OF LOTS 19, 20, 21, AND 22 IN BLOCK 2 IN P.W. SNOWHOOKS DOUGLAS PARK ADDITION IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID P.W. SNOWHOOKS DOUGLAS PARK ADDITION RECORDED AUGUST 3, 1886 AS DOCUMENT NO. 740757, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT, THENCE SOUTH 00 DEGREES 47 MINUTES 45 SECONDS EAST, 42.29 FEET TO- THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 11 MINUTES 43 SECONDS EAST ALONG THE WESTERLY EXTENSION OF A PARTY WALL, 56.08 FEET TO AN INTERSECTION WITH A LINE DRAWN BETWEEN THE NORTHEAST AND SOUTHEAST CORNERS OF A CONCRETE FOUNDATION AND THE CENTER OF A PARTY WALL PROJECTED EAST; THENCE SOUTH 00 DEGREES 48 MINUTES 17 SECONDS EAST, 20.00 FEET TO AN INTERSECTION OF A LINE DRAWN BETWEEN THE NORTHEAST AND SOUTHEAST

CORNERS OF SAID CONCRETE FOUNDATION AND THE CENTER OF A PARTY WALL PROJECTED EAST; THENCE SOUTH 89 DEGREES 11 MINUTES 43 SECONDS WEST ALONG THE CENTER OF SAID PARTY WALL AND THE WESTERLY EXTENSION THEREOF, 56.08 FEET TO THE W LINE OF SAID TRACT; THENCE

-A-4-

NORTH 00 DEGREES 47 MINUTES 45 SECONDS WEST, 20.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 8: (BUILDING 38)

THAT PART OF LOTS 19, 20, 21, AND 22 IN BLOCK 2 IN P.W. SNOWHOOKS DOUGLAS PARK ADDITION IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID P.W. SNOWHOOKS DOUGLAS PARK" ADDITION RECORDED AUGUST 3, 1886 AS DOCUMENT NO. 740757, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT, THENCE SOUTH 00 DEGREES 47 MINUTES 45 SECONDS EAST, 62.29 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 11 MINUTE'S 43 SECONDS EAST ALONG THE WESTERLY EXTENSION OF A PARTY WALL, 56.08 FEET TO AN INTERSECTION WITH A LINE DRAWN BETWEEN THE NORTHEAST AND SOUTHEAST CORNERS OF A CONCRETE FOUNDATION AND THE CENTER OF A PARTY WALL PROJECTED EAST; THENCE SOUTH 00 DEGREES 48 MINUTES 17 SECONDS EAST, 20.00 FEET TO THE INTERSECTION OF A LINE DRAWN BETWEEN THE NORTHEAST AND SOUTHEAST CORNERS OF SAID CONCRETE FOUNDATION AND THE CENTER OF A PARTY WALL PROJECTED EAST; THENCE SOUTH 89 DEGREES 11 MINUTES 43 SECONDS WEST ALONG THE CENTER OF SAID PARTY WALL AND THE WESTERLY EXTENSION THEREOF, 56.08 FEET TO THE WEST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 47 MINUTES 45 SECONDS WEST, 20.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 9: (BUILDING 39)

THAT PART OF LOTS 19, 20, 21, AND 22 IN BLOCK 2 IN P.W. SNOWHOOKS DOUGLAS PARK ADDITION IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID P.W. SNOWHOOKS DOUGLAS PARK ADDITION RECORDED AUGUST 3, 1886 AS DOCUMENT NO. 740757, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT, THENCE SOUTH 00 DEGREES 47 MINUTES 45 SECONDS EAST, 82.29 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 11 MINUTES 43 SECONDS EAST ALONG THE WESTERLY EXTENSION OF A PARTY WALL, 56.08 FEET TO AN INTERSECTION WITH A LINE DRAWN BETWEEN THE NORTHEAST AND SOUTHEAST CORNERS OF A CONCRETE FOUNDATION AND THE CENTER OF A PARTY WALL PROJECTED EAST; THENCE SOUTH 00 DEGREES 48 MINUTES 17 SECONDS EAST, 20.40 FEET TO THE SOUTHEAST CORNER OF SAID FOUNDATION; THENCE SOUTH 89 DEGREES 18 MINUTES 31 SECONDS WEST ALONG THE SOUTH FACE OF SAID CONCRETE FOUNDATION, 56.09 FEET TO THE WEST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 47 MINUTES 45 SECONDS WEST, 20.29 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

-A-5 -

PARCEL 10: (BUILDING 40)

THAT PART OF LOTS 19, 20, 21, AND 22 IN BLOCK 2 IN P.W. SNOWHOOKS DOUGLAS PARK ADDITION IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID P.W. SNOWHOOKS DOUGLAS PARK ADDITION RECORDED AUGUST 3, 1886 AS DOCUMENT NO. 740757, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT, THENCE SOUTH 00 DEGREES 40 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF SAID TRACT, 1.30 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 40 MINUTES 15 SECONDS EAST, 20.37 FEET TO THE INTERSECTION OF THE EAST LINE OF SAID TRACT AND THE CENTER OF A PARTY WALL PROJECTED EAST; THENCE SOUTH 89 DEGREES 11 MINUTES 43 SECONDS WEST ALONG A PARTY WALL AND THE EAST-WEST EXTENSIONS THEREOF, 60.01 FEET; THENCE NORTH 00 DEGREES 48 MINUTES 17 SECONDS WEST, 20.47 FEET TO THE INTERSECTION OF THE WESTERLY EXTENSION OF THE NORTH FACE OF A CONCRETE FOUNDATION; THENCE NORTH 89 DEGREES 18 MINUTES 00 SECONDS EAST ALONG THE NORTH FACE OF SAID CONCRETE FOUNDATION AND THE EAST-WEST EXTENSIONS THEREOF, 60.06 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 11: (BUILDING 42)

THAT PART OF LOTS 19, 20, 21, AND 22 IN BLOCK 2 IN P.W. SNOWHOOKS DOUGLAS PARK ADDITION IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID P.W. SNOWHOOKS DOUGLAS PARK ADDITION RECORDED AUGUST 3, 1886 AS DOCUMENT NO. 740757, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT, THENCE SOUTH 00 DEGREES 40 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF SAID TRACT, 41.67 FEET TO THE INTERSECTION OF THE EAST LINE OF SAID TRACT AND THE CENTER OF A PARTY WALL PROJECTED EAST AND THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 40 MINUTES 15 SECONDS EAST, 20.00 FEET TO AN INTERSECTION OF A PARTY WALL PROJECTED EAST; THENCE SOUTH 89 DEGREES 11 MINUTES 43 SECONDS WEST ALONG SAID PARTY WALL AND THE EAST-WEST EXTENSIONS THEREOF, 59.92 FEET; THENCE NORTH 00 DEGREES 48 MINUTES 17 SECONDS WEST, 20.00 FEET TO AN INTERSECTION WITH A PARTY WALL PROJECTED WEST; THENCE NORTH 89 DEGREES 11 MINUTES 43 SECONDS EAST ALONG SAID PARTY WALL, 59.96 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 12: (BUILDING 43)

THAT PART OF LOTS 19, 20, 21, AND 22 IN BLOCK 2 IN P.W. SNOWHOOKS DOUGLAS PARK ADDITION IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT

- A-6-

OF SAID P.W. SNOWHOOKS DOUGLAS PARK ADDITION RECORDED AUGUST 3, 1886 AS DOCUMENT NO. 740757, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT, THENCE SOUTH 00 DEGREES 40 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF SAID TRACT, 61.67 FEET TO THE INTERSECTION OF THE EAST LINE OF SAID TRACT AND THE CENTER OF A PARTY WALL PROJECTED EAST AND THE POINT OF BEGINNING; THENCE. SOUTH 00 DEGREES 40 MINUTES 15. SECONDS EAST, 20.00 FEET TO AN INTERSECTION OF A PARTY WALL PROJECTED EAST; THENCE SOUTH 89 DEGREES 11 MINUTES 43 SECONDS WEST ALONG SAID PARTY WALL AND THE EAST-WEST EXTENSIONS THEREOF, 59.87 FEET; THENCE NORTH 00 DEGREES 48 MINUTES 17 SECONDS WEST, 20.00 FEET TO AN INTERSECTION WITH A PARTY WALL PROJECTED WEST; THENCE NORTH 89 DEGREES 11 MINUTES 43 SECONDS EAST, ALONG SAID PARTY WALL, 59.92 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 13: (BUILDING 44)

THAT PART OF LOTS 19, 20, 21, AND 22 IN BLOCK 2 IN P.W. SNOWFLOOKS DOUGLAS PARK ADDITION IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID P.W. SNOWHOOKS DOUGLAS PARK ADDITION RECORDED AUGUST 3, 1886 AS DOCUMENT NO. 740757, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT, THENCE SOUTH 00 DEGREES 40 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF SAID TRACT, 81.67 FEET TO THE INTERSECTION OF THE EAST LINE OF SAID TRACT AND THE CENTER OF A PARTY WALL PROJECTED EAST AND THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 40 MINUTES 15 SECONDS EAST, 20.28 FEET TO AN INTERSECTION OF THE SOUTH FACE OF A CONCRETE FOUNDATION PROJECTED EAST; THENCE SOUTH 89 DEGREES 10 MINUTES 27 SECONDS WEST ALONG THE SOUTH FACE OF SAID CONCRETE FOUNDATION AND THE EAST-WEST EXTENSIONS THEREOF, 59.82 FEET; THENCE NORTH 00 DEGREES 48 MINUTES 17 SECONDS WEST, 20.30 FEET TO AN INTERSECTION. WITH A PARTY WALL PROJECTED WEST; THENCE NORTH 89 DEGREES 11 MINUTES 43 SECONDS EAST, ALONG SAID PARTY WALL, 59.87 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 14A:

UNIT 2 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 753 SOUTH KEDZIE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0715715080, IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

- A-7-

PARCEL MB:

EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. P-2, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

PARCEL 15A:

UNIT 1 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 819 S. KEDZIE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0718722000, IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 15B: .

EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. P-1, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

PARCEL 16A:

UNIT 2 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 825 S. KEDZIE CONDOMINIUMS AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0711515072, IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 16B:

EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. P-2, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

PARCEL 17A:

UNIT 2 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 915 SOUTH KEDZIE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0717722042, IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

- A-8-

PARCEL 17B:

EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. P-2, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

PARCEL 18 A:

UNIT 2 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 917 S. KEDZIE CONDOMINIUMS AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0718303059, IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN

COOK COUNTY, ILLINOIS.

PARCEL 18B:

EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. P-2, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

PARCEL 19A:

UNITS 1 AND 2 TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS IN 925 SOUTH KEDZIE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0725603001, IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 19B:

EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NOS. P-1 AND P-2, LIMITED COMMON ELEMENTS, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

PARCEL 20:

THE EAST 63 FEET OF LOT 1 IN BLOCK 3 IN GEORGE K. SCHOENBERGER'S SUBDIVISION OF THE EAST 1/4 OF THE NORTH 40 RODS OF THE SOUTH EAST 1/4 OF SECTION 14 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

- A-9-

PARCEL 21:

LOT 19 IN SUBDIVISION OF BLOCK 3 IN PIPERS' SUBDIVISION OF THE SOUTH 45 ACRES OF THE WEST 1/2 OF THE SOUTH 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 22: ..

THE EAST 73 FEET OF LOT 2 IN BLOCK 3 IN GEORGE K. SCHOENBERGER'S SUBDIVISION OF THE . EAST QUARTER OF THE NORTH 40 RODS OF THE SOUTHEAST 1/4 OF SECTION 14 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 23:

THAT PART OF THE SOUTH 17 FEET OF LOT 21 AND ALL OF LOTS 22, 23, 24 AND 25 AND THE NORTH 8 FEET OF LOT 26. ALL TAKEN AS A TRACT, IN BLOCK 2 IN GEORGE K. SHOENBERGER'S SUBDIVISION OF THE EAST 1/4 OF THE NORTH 40 RODS OF THE SOUTHEAST 1/4 OF SECTION 14, AND THE NORTHWEST

1/4 OF THE NORTHWEST ¼ OF THE SOUTHWEST 1/4 OF SECTION 13, ALL IN TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN. ACCORDING TO THE PLAT OF SAID GEORGE K. SHOENBERGER'S SUBDIVISION RECORDED JULY 1, 1892 AS DOCUMENT NO. 1693999, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT, THENCE NORTH 89 DEGREES 54 MINUTES 01 SECOND EAST ALONG THE NORTH LINE OF SAID TRACT, 125.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00 DEGREES 47 MINUTES 45 SECONDS EAST ALONG THE EAST LINE OF SAID TRACT, 5.87 FEET TO THE WESTERLY EXTENSION OF THE NORTH FACE OF A CONCRETE FOUNDATION; THENCE SOUTH 89 DEGREES 07 MINUTES 01 SECOND WEST ALONG SAID NORTH FACE AND THE EAST -WEST EXTENSIONS THEREOF, 54.02 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 31 SECONDS EAST, 108.68 FEET TO AN INTERSECTION WITH THE SOUTH FACE OF A CONCRETE FOUNDATION PROJECTED WEST; THENCE NORTH 89 DEGREES 11 MINUTES 21 SECONDS EAST ALONG SAID SOUTH FACE AND THE EAST-WEST EXTENSIONS THEREOF, 54.00 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 00 DEGREES 47 MINUTES 45 SECONDS EAST ALONG THE EAST LINE OF SAID TRACT, 10.38 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE SOUTH 89 DEGREES 54 MINUTES 01 SECOND WEST ALONG THE SOUTH LINE OF SAID TRACT, 125.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 47 MINUTES 45 SECONDS WEST ALONG THE WEST LINE OF SAID TRACT, 2.90 FEET TO AN INTERSECTION WITH THE SOUTH FACE OF A CONCRETE FOUNDATION PROJECTED WEST; THENCE NORTH 89 DEGREES 17 MINUTES 37 SECONDS EAST ALONG SAID SOUTH FACE AND THE WESTERLY EXTENSION THEREOF, 50.95 FEET TO THE SOUTHEAST CORNER OF SAID CONCRETE FOUNDATION; THENCE NORTH 00 DEGREES 43 MINUTES 30 SECONDS WEST, 36.75 FEET TO THE NORTHEAST CORNER OF SAID

- A-10 -

CONCRETE FOUNDATION; THENCE SOUTH 89 DEGREES 09 MINUTES 53 SECONDS WEST ALONG THE NORTH FACE OF SAID CONCRETE FOUNDATION AND THE WESTERLY EXTENSION THEREOF, 51.00 FEET TO THE WEST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 47 MINUTES 45 SECONDS WEST ALONG THE WEST LINE OF SAID TRACT, 26.97 FEET TO AN INTERSECTION WITH THE SOUTH FACE OF A CONCRETE FOUNDATION PROJECTED WEST; THENCE NORTH 89 DEGREES 06 MINUTES 14 SECONDS EAST ALONG SAID SOUTH FACE AND THE WESTERLY EXTENSION THEREOF, 50.98 FEET TO THE SOUTHEAST CORNER OF SAID CONCRETE FOUNDATION; THENCE NORTH 00 DEGREES 48 MINUTES 31 SECONDS WEST, 54.71 FEET TO THE NORTHEAST CORNER *' OF SAID CONCRETE FOUNDATION; THENCE SOUTH 89 DEGREES 13 MINUTES 00 SECONDS WEST ALONG THE NORTH FACE OF SAID CONCRETE FOUNDATION AND THE WESTERLY EXTENSION THEREOF, 50.97 FEET TO THE WEST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 47 MINUTES 45 SECONDS WEST ALONG THE WEST LINE OF SAID TRACT, 3.69 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 24:

LOTS 19, 20, 21, AND 22 IN BLOCK 2 IN P.W. SNOWHOOK'S DOUGLAS PARK ADDITION IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID P.W. SNOWHOOK'S DOUGLAS PARK ADDITION RECORDED AUGUST 3, 1886 AS DOCUMENT NO. 740757, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES, 54 MINUTES 01 SECONDS ALONG THE NORTH OF SAID TRACT, 136.14 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00 DEGREES, 40 MINUTES, 15 SECONDS EAST ALONG THE EAST LINE OF SAID TRACT, 1.30 FEET TO THE INTERSECTION OF THE NORTH FACE OF A CONCRETE FOUNDATION PROJECTED EAST; THENCE SOUTH 89 DEGREES, 18 MINUTES, 00 SECONDS WEST ALONG THE NORTH FACE OF SAID FOUNDATION AND THE EAST-WEST

EXTENSIONS THEREOF, 60.06 FEET; THENCE SOUTH 00 DEGREES, 48 MINUTES, 17 SECONDS EAST, 100.77 FEET TO THE INTERSECTION OF THE SOUTH FACE OF SAID FOUNDATION PROJECTED EAST; THENCE NORTH 89 DEGREES, 10 MINUTES, 27 SECONDS EAST ALONG THE SOUTH FACE OF CONCRETE FOUNDATION AND THE EAST-WEST EXTENSIONS THEREOF, 59.82 FEET TO THE INTERSECTION WITH THE EAST LINE OF SAID TRACT; THENCE SOUTH 00 DEGREES, 40 MINUTES, 15 SECONDS EAST ALONG EAST LINE OF SAID TRACT, 6.05 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE SOUTH 89 DEGREES, 54 MINUTES, 01 SECONDS WEST ALONG SOUTH LINE OF SAID TRACT, 135.90 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES, 47 MINUTES, 45 SECONDS WEST ALONG WEST LINE OF SAID TRACT, 5.42 FEET TO AN INTERSECTION WITH THE SOUTH FACE OF A CONCRETE FOUNDATION PROJECTED WEST; THENCE NORTH 89 DEGREES, 18 MINUTES, 31 SECONDS EAST ALONG THE SOUTH FACE OF SAID CONCRETE FOUNDATION AND THE WEST EXTENSION THEREOF, 56.09 FEET TO THE SOUTHEAST CORNER OF SAID CONCRETE FOUNDATION; THENCE NORTH 00 DEGREES, 48 MINUTES, 17 SECONDS WEST ALONG A LINE DRAWN BETWEEN THE NORTHEAST AND

- A-11 -

SOUTHEAST CORNERS OF SAID CONCRETE FOUNDATION, 100.67 FEET TO THE NORTHEAST CORNER OF SAID CONCRETE FOUNDATION; THENCE SOUTH 89 DEGREES, 16 MINUTES, 41 SECONDS WEST ALONG THE NORTH FACE OF SAID CONCRETE FOUNDATION AND THE WEST EXTENSION THEREOF, 56.07 FEET TO THE WEST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES, 47 MINUTES, 45 SECONDS WEST ALONG WEST LINE OF SAID TRACT, 1.94 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

Permanent Tax Index Numbers and Addresses in Chicago, Illinois:

16-13-304-045-0000	711 South Kedzie Avenue
16-13-304-046-0000	715 South Kedzie Avenue
16-13-304-047-0000	717 South Kedzie Avenue
16-13-304-049-0000 .	713 South Kedzie Avenue, Unit 2
16-.13-304-U50-0000	713 South Kedzie Avenue, Unit 3
16-13-304^051-0000	713 South Kedzie Avenue, Unit 4
16-13-304-052-0000	713 South Kedzie Avenue, Unit 5
16-13-304-053-0000	713 South Kedzie Avenue, Unit 6
16-13-304-054-0000	731 South Kedzie Avenue
16-13-308-052-1002	753 South Kedzie Avenue, Unit 2
16-13-308-056-0000	735 South Kedzie Avenue
16-13-308-057-0000	737 South Kedzie Avenue
16-13-308-058-0000	739 South Kedzie Avenue
16-13-308-059-0000	741 South Kedzie Avenue
16-13-308-060-0000	743 South' Kedzie Avenue
16-13-308-061-0000	3149 West Lexington Street, Unit 1
16-13-308-063-0000	3149 West Lexington Street, Unit 3 .
16-13-308-064-0000	3149 West Lexington Street, Unit 4
16-13-308-065-0000	3149 West Lexington Street, Unit 5 .
16-13-308-066-0000	3151 West Lexington Street
16-13-312-052-1001	819 South Kedzie Avenue, Unit 1

16-13-312-054-1002	825 South Kedzie Avenue, Unit 2
16-13-316-001-0000	901 Kedzie Avenue
16-13-316-047-1002	915 South Kedzie Avenue, Unit 2
16-13-316-048-1002	917 South Kedzie Avenue, Unit 2
16-13-316-051-1001	925 South Kedzie Avenue, Unit 1
16-13-316-051-1002	925 South Kedzie Avenue, Unit 2
16-14-407-038-0000	706 South Kedzie Avenue
16-14-407-039-0000 '	718 South Kedzie Avenue
16-14-407-040-0000	720 South Kedzie Avenue
16-14-407-042-0000	700 South Kedzie Avenue
16-14-407-043-0000	3207 West Flournoy Street
16-14-411 -041-1003	3211 West Lexington Avenue, Unit 3211-1C
16-14-411-041-1014	738 South Kedzie Avenue, Unit 738-2
16-14-407-044-0000	704 South Kedzie Avenue

- A-12-

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 15,2015

TO THE HONORABLE, THE CITY COUNCIL OF THE
CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the cancellation of a note and payment agreement with Private Bank and Trust.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

CHICAGO May 6, 2015

To the President and Members of the City Council:

Your Committee on Finance having had under consideration

An ordinance approving a Note Cancellation and Payment Agreement with Private Bank and Trust.

02015-2631

Having had the same under advisement, begs leave to report and recommend that your Honorable Body pass the proposed Ordinance Transmitted Herewith

This recommendation was concurred in by

(a(^ivavoce vote^)

of members of the committee with

dissenting vote(s):

Alderman Burke abstains under provisions of Rule 14.

Respectfully submitted

Chairman