



AFFILIATE SUBORDINATION AGREEMENT

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THIS AFFILIATE SUBORDINATION AND INTERCREDITOR AGREEMENT (this "Agreement"), made as of the 2 day of ^{October} ~~September~~, 2000, by and among **CORUS BANK, N.A.**, its successors and assigns ("**Corus**"), **NEW YORKER HOLDING, LLC**, a Michigan limited liability company ("**Member**"), and **NEW YORK RESIDENTIAL, LLC**, an Illinois limited liability company having offices at 505 N. Lakeshore Drive, Chicago, Illinois 60611 ("**Phase I Borrower**"), **3660 LAKE SHORE PHASE II, LLC**, an Illinois limited liability company having offices at 505 N. Lakeshore Drive, Chicago, Illinois 60611 ("**Phase II Borrower**"), and **3660 LAKE SHORE PHASE III, LLC**, an Illinois limited liability company having offices at 505 N. Lakeshore Drive, Chicago, Illinois 60611, ("**Phase III Borrower**"). The Phase I Borrower, the Phase II Borrower and the Phase III Borrower may be sometimes collectively referred to herein as the "**Borrower**."

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Background:

A. Borrower has certain obligations to Member including, without limitation, Borrower's obligation to repay a loan in the principal amount of \$2,250,000.00, together with interest thereon (the "**Member Debt**") evidenced by a Promissory Note dated September 22, 2000 from Borrower to Member (the "**Note**"). All documents, including the foregoing Note, evidencing, securing or in any way relating to the Member Debt are referred to herein as the "**Member Loan Documents**."

B. Concurrently with execution and delivery of this Agreement, Borrower and Corus have entered into that certain Loan Agreement, dated as of September 2, 2000 (the "**Loan Agreement**"), pursuant to which Corus is making a loan in the original principal amount of SIXTY-TWO MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$62,600,000.00) (the "**Corus Loan**"), which Corus Loan is evidenced by that certain Promissory Note, dated September 2, 2000 (the "**Corus Note**"), from Borrower to Corus, and is secured by, among other things certain security agreements, collateral assignments, a deed to secure debt and other loan documents more particularly described in the Loan Agreement (all such documents, the Corus Note and the Loan Agreement, together with all amendments, extensions, increases, consolidations, modifications, renewals and restructures are collectively referred to as the "**Corus Loan Documents**").

C. The express subordination and subjection of the Member Debt to the Corus Loan and the Corus Loan Documents is a condition precedent to Corus's extending the Corus Loan to Borrower.

D. For One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Member, the Member is willing to subordinate and subject the Member Debt to the Corus Loan and the Corus Loan Documents.

Statement of Agreement

BOX 333-CTI

NOW THEREFORE, Corus, Member and Borrower do hereby agree as follows:

1. **Recitals**. The above recitals are true and correct and are hereby incorporated herein by this reference.

2. **Subordination**.

(a) **Generally**. The Member Debt and every and all liens, rights, titles, assignments, security interests, claims, demands, and privilege created in connection therewith or arising as a result thereof, whether by operation of law or otherwise, are hereby absolutely and unconditionally subjected and subordinated in lien, priority, right, claim and payment and otherwise to the Corus Loan, the Corus Loan Documents and all liens, rights, titles, assignments and security interests created by the Corus Loan Documents.

(b) **Payment and Performance**. The payment and performance of all Member Debt and all obligations of Borrower under the Member Loan Documents, whether now existing or hereafter created or incurred, whether determined or contingent and whether several or joint and several, are expressly subordinated and subjected to the payment in full in cash of the Corus Loan and the performance of all obligations of Borrower under the Corus Loan Documents. Without the prior written consent of Corus, Member will not demand, receive or accept, and Borrower will not make, any payment (whether for principal, interest or other sums) in respect of the Member Debt unless and until the Corus Debt is paid and performed in full. Any payment received by Member in violation of the foregoing shall be held in trust by Member for the benefit of Corus, and Member shall promptly pay such payment over to Corus in the form received (except for the endorsement of Member where necessary) for application to the Corus Loan (whether or not due).

(c) **Remedies**. Member will not exercise any remedies whatsoever, including but not limited to acceleration or foreclosure, if applicable, under the Member Loan Documents or in respect of the Member Debt, commence any action or proceeding against Borrower to recover all or any part of the Member Debt or any other amounts owing under any Member Loan Document or join with any creditor in bringing any proceedings against Borrower under any bankruptcy, reorganization, readjustment or debt, arrangement of debt, receivership, liquidation or insolvency law or statute of the federal or any state government, unless and until Corus has consented to such action in writing or the Corus Loan has been paid in full in cash, the Corus Loan Documents have been canceled and released by Corus and a period of one year and one day has transpired since and after the date of such payment.

(d) **Bankruptcy**. Member hereby covenants and agrees that it will not acquiesce, petition or otherwise invoke or cause any other person or entity to invoke the process of the United States of America, any state or other political subdivision thereof or any other jurisdiction, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government for the purpose of commencing or sustaining a case against Borrower, under a Federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of Borrower or all or any part of its property or assets or ordering the winding-up or liquidation of the affairs of Borrower. In the event of any proceeding with respect to Borrower or any part of Borrower's

properties or assets, involving insolvency or bankruptcy, including without limitation any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition, arrangement or other similar proceeding, or any such proceeding by, among or on behalf of any of Borrower's creditors, as such, or any proceeding for the voluntary liquidation, dissolution or other winding up of Borrower (whether or not involving insolvency or bankruptcy proceedings) or any assignment for the benefit of Borrower's creditors, or any other marshalling of its assets, then and in any such event: (i) the Corus Loan shall be paid in full in cash before any payment or distribution of any character, whether in cash, securities or other property, shall be made on account of the Member Debt, and (ii) Member hereby assigns to Corus, absolutely, irrevocably and unconditionally all of Member's rights if any, to vote to approve or reject any plan of reorganization in respect of the Borrower in any any proceeding under Title 11 of the United States Code (11 U.S.C. Sec. 101 et. seq.) or any other insolvency, liquidation, reorganization or other similar proceeding concerning Borrower, any action for the dissolution of Borrower, any proceeding (judicial or otherwise) concerning the application of the assets of Borrower, for the benefit of its creditors, the appointment of or any proceeding seeking the appointment of a trustee, receiver or other similar custodian for all or any substantial part of the assets of Borrower or any other action concerning the adjustment of the debts of Borrower, the cessation of business by borrower.

(d) **Miscellaneous.** Borrower and Member shall cause their respective books of account and all instruments regarding the Member Debt to be marked in such manner as shall be effective to give proper notice of the provisions of this Agreement.

3. **Member Debt.**

(a) **No Assignment.** Without the prior written consent of Corus, Member will not assign, transfer or pledge the Member Debt or any portion thereof or interest therein so long as the Corus Loan Documents remain outstanding. Any attempted assignment in contravention of this restriction shall be void and Member shall defend, indemnify and hold harmless Corus from and against all losses, claims, costs and damages incurred by Corus by reason of any assignment made or attempted in contravention of this Agreement.

(b) **No Amendment.** Without the prior written consent of Corus, Borrower and Member will not amend or modify the Agreement, as it relates to the repayment of Member Debt.

(c) **Representation.** Member hereby represents and warrants to Corus that (i) there exists no default, event of default or circumstance or state of facts that, with the giving of notice or the passage of time or both could constitute such a default or event of default with respect to the repayment of the Member Debt or, to Member's knowledge, under the Agreement, (ii) all documents evidencing, securing or otherwise made or given in connection with the Member Debt are listed on **Exhibit A** attached hereto and made a part hereof, and no other letter agreement, side agreement or other document exists in respect of the Member Debt and (iii) Member has no security interest or lien, and will not have any security interest or lien, in any asset or property of the Borrower as security for the Member Debt or otherwise, until such time a the Corus Debt has been unconditionally and irrevocably paid and performed in full.

4. **Corus Loan.** Borrower and Corus shall have the right, at any time and from time to time, without the consent of or notice to Member, without incurring liability or responsibility to Member and without impairing or releasing any of Corus's rights hereunder, to amend, modify, restate, supplement, change, revise, and take any and all actions under or with respect to the Corus Loan and the Corus Loan Documents, as Lender and Borrower shall deem necessary, appropriate or desirable, including without limitation, to: (i) change the interest rate or change the amount of payment or extend the time of payment or renew or otherwise alter the terms of the Corus Loan Documents or any other instrument or agreement in any way relating to the Corus Loan; (ii) sell, exchange, release or otherwise deal with all or any part of any property at any time securing payment of the Corus Loan; (iii) release anyone liable in any manner for the payment or collection of the Corus Loan or any portion thereof; (iv) exercise or refrain from exercising any right against Borrower or others (including Member); (v) apply any sums received by Corus, by whomsoever paid and however realized, to the Corus Loan in such manner as Corus shall deem appropriate and (vi) disburse or extend additional indebtedness secured by the Corus Loan Documents.

5. **Miscellaneous Provisions.**

(a) No notice or other communication shall be deemed given unless sent in the manner, and to the persons, specified in this Section. All notices and other communications hereunder shall be in writing and shall be deemed given (a) upon receipt if delivered personally (unless subject to clause (b)) or if mailed by registered or certified mail, (b) at noon on the date after dispatch if sent by overnight courier or (c) upon the completion of transmission (which is confirmed telephonically by the receiving party) if transmitted by telecopy or other means of facsimile which provides immediate or near immediate transmission to compatible equipment in the possession of the recipient, and in any case to the parties at the following addresses or telecopy numbers (or at such other address or telecopy number for a party as will be specified by like notice):

If to Member:

New Yorker Holding, LLC

Attention: _____

Telecopy Number: () ____ - ____

Confirmation Number: () ____ - ____

with a copy to:

Attention: _____

Telecopy Number: () ____ - ____

Confirmation Number: () ____ - ____

If to Borrower:

New York Residential, LLC
505 North Lake Shore Drive
Suite 214
Chicago, Illinois 60611
Attn: Mr. Steven E. Gouletas
Telecopy Number: (312) 621-4165
Confirmation Number: (312) 595-4759

with a copy to:

New York Consultants, Inc.
505 North Lake Shore Drive
Suite 214
Chicago, Illinois 60611
Attn: Mr. John Cadden
Telecopy Number: (312) 621-4165
Confirmation Number: (312) 595-4722

If to Corus:

CORUS Bank, N.A.
3959 North Lincoln Avenue
Chicago, Illinois 60613-2433
Attention: Michael Stein
Executive Vice President
Telecopy Number: (773) 832-3540
Confirmation Number: (773) 832-3542

with a copy to:

Joel C. Solomon, Esq,
General Counsel
CORUS Bank, N.A.
3959 North Lincoln Avenue
Chicago, Illinois 60613-2433
Telecopy Number: (773) 832-3540
Confirmation Number: (773) 832-3526

with a copy to:

CORUS Bank, N.A.
3959 North Lincoln Avenue
Chicago, Illinois 60613-2433
Attention: John R. Markowicz,
First Vice President
Telecopy Number: (773) 832-3540
Confirmation Number: (773) 832-3147

(b) **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their successors and assigns.

(c) **Complete Agreement.** This Agreement contains all of the agreements and conditions made between the parties, supersedes prior negotiations and agreements regarding the subject matter hereof, and may not be modified orally or in any manner other than by an agreement in writing signed by Corus, Member and Borrower.

(d) **Applicable Law.** This Agreement shall be governed by and construed in accordance with the Laws of the State of Illinois and interpreted and construed in accordance with such Laws (excluding the conflict of Laws for the State of Illinois).

(e) **Counterparts.** This Agreement may be simultaneously executed in multiple counterpart, each of which shall be an original and all of which shall constitute but one and the same instrument.

(f) **Further Assurances.** Member will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, conveyances, mortgages, assignments, transfers, pledges and assurances as Corus reasonably may require or deem desirable for the better assuring and confirming the subordination as described herein.

(g) **Waiver of Jury Trial.** MEMBER, BORROWER AND CORUS EACH WAIVES ALL RIGHTS TO TRIAL BY JURY OF ANY SUITS, CLAIMS, COUNTERCLAIMS, AND ACTIONS OF ANY KIND ARISING UNDER OR RELATING TO THIS AGREEMENT. MEMBER, BORROWER AND CORUS EACH ACKNOWLEDGES THAT THIS IS A WAIVER OF A LEGAL RIGHT AND REPRESENTS TO THE OTHERS THAT THIS WAIVER IS MADE KNOWINGLY AND VOLUNTARILY. MEMBER, BORROWER AND CORUS EACH AGREES THAT ALL SUCH SUITS, CLAIMS, COUNTERCLAIMS, AND ACTIONS SHALL BE TRIED BEFORE A JUDGE OF A COURT OF COMPETENT JURISDICTION, WITHOUT A JURY.

(h) **Exhibits.** All exhibits referenced herein are incorporated in this Agreement by reference.

(i) **Terminology.** All personal pronouns used in this Agreement whether used in the masculine, feminine or neuter gender shall include all other genders. The singular shall include

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the plural, and vice versa. Titles of articles are for convenience only and neither limit nor amplify the substantive provision of this Agreement itself.

Property of Cook County Clerk's Office

IN WITNESS WHEREOF, Corus, Member and Borrower have executed and delivered this Agreement under seal as of the date first above written.

MEMBER:

NEW YORKER HOLDINGS LLC, a Michigan limited liability company

By: Anthony R. Di Benedetto
Name: Anthony R. Di Benedetto
Its: Secretary

BORROWER:

NEW YORK RESIDENTIAL, LLC, a Illinois limited liability company

By: New York Consultants, Inc., an Illinois corporation, its Manager

By: Anthony R. Di Benedetto
Name: Anthony R. Di Benedetto
Its: Secretary

3660 LAKE SHORE PHASE II, LLC, a Illinois limited liability company

By: New York Consultants, Inc., an Illinois corporation, its Manager

By: Anthony R. Di Benedetto
Name: Anthony R. Di Benedetto
Its: Secretary

3660 LAKE SHORE PHASE III, LLC, a Illinois limited liability company

By: New York Consultants, Inc., an Illinois corporation, its Manager

By: Anthony R. Di Benedetto
Name: Anthony R. Di Benedetto
Its: Secretary

Property of Cook County Clerk's Office

CORUS:

CORUS BANK, N.A.

By: John R. Markowicz
Name: John R. Markowicz
Its: First Vice President

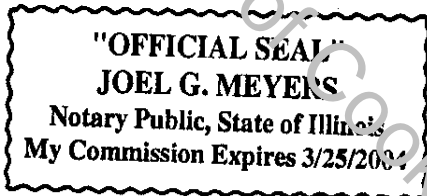
Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, JOEL MEYERS, a Notary Public in and for the State and County aforesaid, do hereby certify that ANTHONY R. DIBENEDETTO, the SECRETARY of New Yorker Holdings LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such SECRETARY, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary acts of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22ND day of September, 2000.



[Signature]
Notary Public

My commission expires: 3/25/04

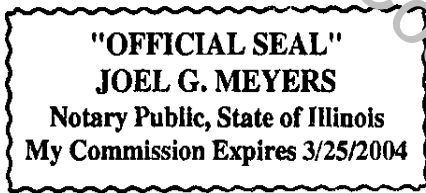
County Clerk's Office

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, JOEL G. MEYERS, a Notary Public in and for the State and County aforesaid, do hereby certify that ANTHONY DIBENEDETTO, the SECRETARY of New York Consultants, Inc., the Manager of New York Residential, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such SECRETARY of such Manager, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary acts of said corporation as the managing member of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22ND day of September, 2000.



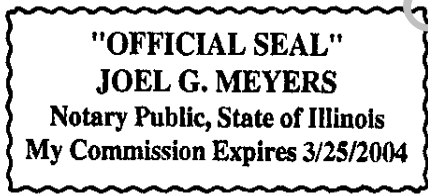
[Handwritten Signature]
Notary Public

My commission expires: 3/25/04

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, JOEL G. MEYERS, a Notary Public in and for the State and County aforesaid, do hereby certify that ANTHONY DIBENEDETTO, the SECRETARY of New York Consultants, Inc., the Manager of 3660 Lake Shore Phase II, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such SECRETARY of such Manager, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary acts of said corporation as the managing member of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22ND day of September, 2000.



[Signature]
Notary Public

My commission expires: 3/25/04

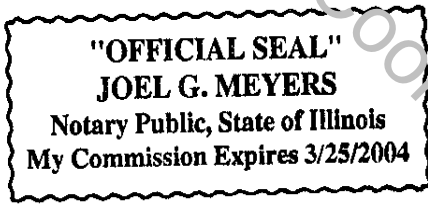
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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, JOEL G. MEYERS, a Notary Public in and for the State and County aforesaid, do hereby certify that ANTHONY DiBENEDETTO, the SECRETARY of New York Consultants, Inc., the Manager of 3660 Lake Shore Phase III, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such SECRETARY of such Manager, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary acts of said corporation as the managing member of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22ND day of September, 2000.



[Signature]
Notary Public
My commission expires: 3/25/04

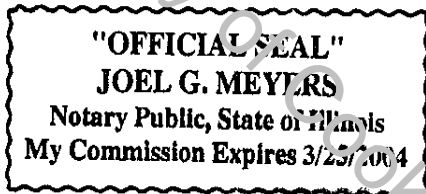
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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, JOEL G. MEYERS, a Notary Public in and for the State and County aforesaid, do hereby certify that John R. Markowicz, the First Vice President of CORUS Bank, N.A. , who is personally known to me to be the same person whose name is 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 and as the free and voluntary acts of said bank for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22ND day of September, 2000.



[Handwritten Signature]
Notary Public

My commission expires: 3/25/04

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EXHIBIT A

[list of all documents, evidencing, securing or otherwise related to Member Debt]

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IN WITNESS WHEREOF, Corus, Member and Borrower have executed and delivered this Agreement under seal as of the date first above written.

MEMBER:

NEW YORKER HOLDINGS LLC, a Michigan limited liability company

By: 
Name: MARC SEBURN
Its: Authorized Signatory

BORROWER:

NEW YORK RESIDENTIAL, LLC, a Illinois limited liability company

By: New York Consultants, Inc., an Illinois corporation, its Manager

By: _____
Name: _____
Its: _____

3660 LAKE SHORE PHASE II, LLC, a Illinois limited liability company

By: New York Consultants, Inc., an Illinois corporation, its Manager

By: _____
Name: _____
Its: _____

3660 LAKE SHORE PHASE III, LLC, a Illinois limited liability company

By: New York Consultants, Inc., an Illinois corporation, its Manager

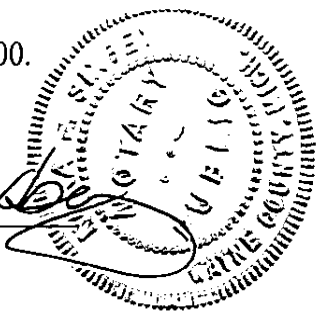
By: _____
Name: _____
Its: _____

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

I, Nora Sixbey a Notary Public in and for the State and County aforesaid, do hereby certify that MARK SAYBEN the AUTHORIZED SIGNATORY of New Yorker Holdings LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such AUTHORIZED SIGNATORY appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary acts of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20 day of September, 2000.

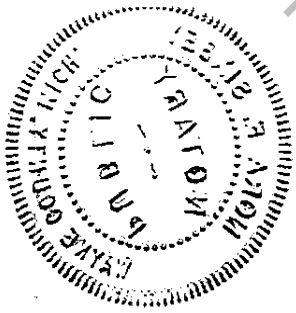
Nora E. Sixbey
Notary Public



My commission expires: _____

NORA E. SIXBEY
Notary Public, Wayne County, MI
My Commission Expires Feb. 10, 2004
Acting in Oakland County, MI

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Property of Cook County Clerk's Office



CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007881075 D1
STREET ADDRESS: 3600 N. LAKE SHORE DRIVE
CITY: CHICAGO COUNTY: COOK
TAX NUMBER: 14-21-110-040-+000 70

LEGAL DESCRIPTION: 14-21-110-046-0000

PARCEL 1:

THAT PART OF LOTS 1 AND 2 IN EDWARD J. LEHMANN'S SUBDIVISION OF THE EASTERLY 50 FEET OF LOTS 1 AND 2 IN BLOCK 7 OF HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21, INCLUSIVE AND LOTS 33 TO 37, INCLUSIVE IN PINE GROVE IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE 100 FEET EAST OF AND ADJOINING SAID LOTS 1 AND 2 IN BLOCK 7 OF SAID HUNDLEY'S SUBDIVISION AND WEST OF SHERIDAN ROAD, TOGETHER WITH THAT PART OF LOTS 1, 2, 3, 4, 12, 13 AND 14 IN BLOCK 7 IN HUNDLEY'S SUBDIVISION AFORESAID, TOGETHER WITH THE LAND LYING EAST OF AND ADJOINING SAID LOTS 3 AND 4 IN BLOCK 7 AFORESAID AND LYING WEST OF THE WEST LINE OF SHERIDAN ROAD DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF LOT 2 IN EDWARD J. LEHMANN'S SUBDIVISION AFORESAID, 115.58 FEET SOUTHEASTERLY OF THE NORTHEAST CORNER OF LOT 1 IN SAID SUBDIVISION; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOTS 1 AND 2 FOR A DISTANCE OF 60.58 FEET; THENCE SOUTHWESTERLY 21.22 FEET TO A LINE 70.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 1 AND THE NORTHWESTERLY LINE OF LOT 1 IN BLOCK 7 IN HUNDLEY'S SUBDIVISION AFORESAID; THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 201.50 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE NORTHEASTERLY LINE OF LOTS 1 AND 2 IN LEHMANN'S SUBDIVISION AFORESAID, 70.00 FEET TO THE NORTHWESTERLY LINE OF LOT 1 IN BLOCK 7 IN HUNDLEY'S SUBDIVISION AFORESAID; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE OF LOT 1 AND THE NORTHWESTERLY LINE OF LOT 14 IN SAID BLOCK 7 FOR A DISTANCE OF 333.81 FEET TO THE NORTHWEST CORNER OF SAID LOT 14; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINES OF LOTS 12, 13 AND 14 IN SAID BLOCK 7 FOR A DISTANCE OF 210.48 FEET TO THE SOUTHEASTERLY LINE OF THE NORTHERLY 50.00 FEET OF LOT 12; THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 150.20 FEET TO THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 75.00 FEET OF LOT 12 AFORESAID; THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 50.07 FEET TO THE SOUTHEASTERLY LINE OF LOT 12 AFORESAID; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF LOT 12 FOR A DISTANCE OF 75.00 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF LOT 4 FOR A DISTANCE OF 20.00 FEET TO THE SOUTHEASTERLY LINE OF THE NORTHWESTERLY 20.00 FEET OF SAID LOT 4; THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED LINE AND ITS NORTHEASTERLY EXTENSION FOR A DISTANCE OF 325.20 FEET TO THE SOUTHWESTERLY LINE OF SHERIDAN ROAD; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE FOR A DISTANCE OF 5.00 FEET TO THE SOUTHEASTERLY LINE OF THE NORTHWESTERLY 15.00 FEET OF LOT 4 AND ITS NORTHEASTERLY EXTENSION; THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 174.33 FEET TO A LINE 174.33 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SHERIDAN ROAD; THENCE NORTHWESTERLY ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 160.18 FEET TO A LINE 115.58 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF LOT 1 IN LEHMANN'S SUBDIVISION AFORESAID AND PARALLEL WITH THE NORTHWESTERLY LINE OF LOT 1 IN BLOCK



CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007881075 D1
STREET ADDRESS: 3600 N. LAKE SHORE DRIVE
CITY: CHICAGO COUNTY: COOK
TAX NUMBER: 14-21-110-040-+000

LEGAL DESCRIPTION:

7 IN HUNDLEY'S SUBDIVISION AFORESAID; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE FOR A DISTANCE OF 174.33 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID AS SET FORTH IN DECLARATION OF RECIPROCAL EASEMENTS DATED NOVEMBER 1, 1985 AND RECORDED DECEMBER 4, 1985 AS DOCUMENT NO. 85308876, MADE BY MIDWEST BANK AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 27, 1983 AND KNOWN AS TRUST NUMBER 82124010 AND AS CREATED BY DEED TO MIDWEST BANK AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 19, 1985 AND KNOWN AS TRUST NUMBER 85-024625 DATED NOVEMBER 1, 1985 AND RECORDED DECEMBER 4, 1985 AS DOCUMENT 85308877 FOR THE PURPOSE OF CONSTRUCTING UNDERGROUND FOUNDATIONS TO SUPPORT IMPROVEMENTS TO BE CONSTRUCTED ON PARCEL 1 AFORESAID OVER THE FOLLOWING DESCRIBED LAND:

A STRIP OF LAND 10.00 FEET IN WIDTH, THE WESTERLY LINE BEING DESCRIBED AS THAT PART OF LOTS 2, 3 AND 4 IN BLOCK 7 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21, INCLUSIVE, AND LOTS 33 TO 37, INCLUSIVE, IN PINE GROVE, IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF THE NORTHWESTERLY 20.00 FEET OF LOT 4, AFORESAID 150.87 FEET NORTH 59 DEGREES, 56 MINUTES, 51 SECONDS EAST OF THE SOUTHWESTERLY LINE OF SAID LOT 4; THENCE NORTH 30 DEGREES, 01 MINUTES, 31 SECONDS WEST 165.18 FEET TO THE TERMINUS OF SAID CENTER LINE, (EXCEPT THEREFROM THE SOUTHEASTERLY 5.00 FEET THEREOF), IN COOK COUNTY, ILLINOIS

PARCEL 3:

THAT PART OF LOT 2 IN EDWARD J. LEHMANN'S SUBDIVISION OF THE EASTERLY 50 FEET OF LOTS 1 AND 2 IN BLOCK 7 OF HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21, INCLUSIVE, AND LOTS 33 TO 37, INCLUSIVE, IN PINE GROVE IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THE 100 FEET EAST OF AND ADJOINING SAID LOTS 1 AND 2 IN BLOCK 7 OF SAID HUNDLEY'S SUBDIVISION AND WEST OF SHERIDAN ROAD, TOGETHER WITH THAT PART OF LOTS 2, 3 AND 4 IN BLOCK 7 IN HUNDLEY'S SUBDIVISION AFORESAID TOGETHER WITH THAT LAND LYING EAST OF AND ADJOINING SAID LOTS 3 AND 4 IN BLOCK 7 AFORESAID, AND LYING WEST OF THE WEST LINE OF SHERIDAN ROAD, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF LOT 2 IN LEHMANN'S SUBDIVISION



CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007881075 D1
STREET ADDRESS: 3600 N. LAKE SHORE DRIVE
CITY: CHICAGO COUNTY: COOK
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LEGAL DESCRIPTION:

AFORESAID 115.58 FEET SOUTHEASTERLY OF THE NORTHEAST CORNER OF LOT 1 IN SAID LEHMANN'S SUBDIVISION; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF LOT 2 IN LEHMANN'S SUBDIVISION AND ALONG THE SOUTHWESTERLY LINE OF SHERIDAN ROAD FOR A DISTANCE OF 160.28 FEET TO THE SOUTHEASTERLY LINE OF THE NORTHWESTERLY 15.0 FEET OF LOT 4 AND ITS NORTHEASTERLY EXTENSION; THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 174.33 FEET TO A LINE 174.33 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SHERIDAN ROAD; THENCE NORTHWESTERLY ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 160.18 FEET TO A LINE 115.58 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF LOT 1 IN LEHMANN'S SUBDIVISION AFORESAID AND PARALLEL WITH THE NORTHWESTERLY LINE OF LOT 1 IN BLOCK 7 IN HUNDLEY'S SUBDIVISION AFORESAID; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE FOR A DISTANCE OF 174.33 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 3 AS CREATED BY DECLARATION OF GRANT OF RECIPROCAL EASEMENTS RECORDED DECEMBER 4, 1985 AS DOCUMENT NUMBER 85308876 OVER THE FOLLOWING DESCRIBED LAND:

PARCEL 4A:

THAT PART OF LOT 4 IN BLOCK 7 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21, INCLUSIVE, AND LOTS 33 TO 37, INCLUSIVE, IN PINE GROVE IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT LAND LYING EAST OF AND ADJOINING SAID LOT 4 IN BLOCK 7 AFORESAID AND LYING WEST OF THE WEST LINE OF SHERIDAN ROAD, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF THE NORTHWESTERLY 20.0 FEET OF LOT 4 AFORESAID 150.87 FEET NORTH 59 DEGREES 56 MINUTES 51 SECONDS EAST OF THE SOUTHWESTERLY LINE OF SAID LOT 4, THENCE NORTH 59 DEGREES 56 MINUTES 51 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF THE NORTHWESTERLY 20.0 FEET OF LOT 4 AFORESAID 174.33 FEET TO THE SOUTHWESTERLY LINE OF SHERIDAN ROAD; THENCE NORTH 30 DEGREES 01 MINUTES 31 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE 5.0 FEET TO THE SOUTHEASTERLY LINE OF THE NORTHWESTERLY 15.0 FEET OF LOT 4 AND ITS NORTHEASTERLY EXTENSION; THENCE SOUTH 59 DEGREES 56 MINUTES 51 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID NORTHWESTERLY 15.0 FEET OF LOT 4 AFORESAID AND ITS NORTHEASTERLY EXTENSION FOR A DISTANCE OF 174.33 FEET; THENCE SOUTH 30 DEGREES 01 MINUTES 31 SECONDS EAST 5.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS,

AND

PARCEL 4B:

LEGALD



CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007881075 D1
STREET ADDRESS: 3600 N. LAKE SHORE DRIVE
CITY: CHICAGO COUNTY: COOK
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LEGAL DESCRIPTION:

A STRIP OF LAND 10.0 FEET IN WIDTH, THE EASTERLY LINE BEING DESCRIBED AS THAT PART OF LOTS 1, 3 AND 4 IN BLOCK 7 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21, INCLUSIVE, AND LOTS 33 TO 37, INCLUSIVE, IN PINE GROVE IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF THE NORTHWESTERLY 20.0 FEET OF LOT 4 AFORESAID 150.87 FEET NORTH 59 DEGREES 56 MINUTES 51 SECONDS EAST OF THE SOUTHWESTERLY LINE OF SAID LOT 4; THENCE NORTH 30 DEGREES 01 MINUTES 31 SECONDS WEST 165.18 FEET TO THE TERMINUS OF SAID CENTER LINE, (EXCEPT THEREFROM THE SOUTHEASTERLY 5.0 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF LOTS 1 AND 2 IN EDWARD J. LEHMANN'S SUBDIVISION OF THE EASTERLY 50 FEET OF LOTS 1 AND 2 IN BLOCK 7 OF HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21, INCLUSIVE, AND LOTS 33 TO 37, INCLUSIVE, IN PINE GROVE IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THE 100 FEET EAST OF AND ADJOINING SAID LOTS 1 AND 2 IN BLOCK 7 OF SAID HUNDLEY'S SUBDIVISION AND WEST OF SHERIDAN ROAD, TOGETHER WITH THAT PART OF LOTS 1 AND 2 IN BLOCK 7 IN HUNDLEY'S SUBDIVISION AFORESAID, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 AFORESAID IN LEHMANN'S SUBDIVISION AFORESAID; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF LOTS 1 AND 2 AFORESAID FOR A DISTANCE OF 55.0 FEET; THENCE SOUTHWESTERLY 27.22 FEET TO A LINE 70.0 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 1 AND PARALLEL WITH THE NORTHWESTERLY LINE OF LOT 1 IN BLOCK 7 IN HUNDLEY'S SUBDIVISION AFORESAID; THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE FOR A DISTANCE OF 201.50 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE NORTHEASTERLY LINE OF LOTS 1 AND 2 IN LEHMANN'S SUBDIVISION AFORESAID 70.0 FEET TO THE NORTHWESTERLY LINE OF LOT 1 IN HUNDLEY'S SUBDIVISION AFORESAID; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE AND THE NORTHWESTERLY LINE OF LOT 1 IN LEHMANN'S SUBDIVISION AFORESAID 216.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

EASEMENT FOR THE BENEFIT OF PARCEL 5 AS CREATED BY DECLARATION OF GRANT OF RECIPROCAL EASEMENTS, RECORDED DECEMBER 4, 1985, AS DOCUMENT NUMBER 85308876 OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT 1 IN EDWARD J. LEHMANN'S SUBDIVISION OF THE EASTERLY 50 FEET OF LOTS 1 AND 2 IN BLOCK 7 OF HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21, INCLUSIVE, AND LOTS 33 TO 37, INCLUSIVE, IN PINE GROVE IN SECTION 21, TOWNSHIP 40 NORTH, RANGE



CHICAGO TITLE INSURANCE COMPANY

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CITY: CHICAGO COUNTY: COOK
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LEGAL DESCRIPTION:

14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THE 100 FEET EAST OF AND ADJOINING SAID LOTS 1 AND 2 IN BLOCK 7 OF SAID HUNDLEY'S SUBDIVISION AND WEST OF SHERIDAN ROAD, TOGETHER WITH THAT PART OF LOTS 1 AND 2 IN BLOCK 7 IN HUNDLEY'S SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF LOT 1 IN EDWARD J. LEHMANN'S SUBDIVISION AFORESAID 55.0 FEET SOUTHEASTERLY OF THE NORTHEAST CORNER OF LOT 1 AFORESAID; THENCE SOUTHWESTERLY ALONG A LINE HEREINAFTER REFERRED TO AS LINE "A" FOR A DISTANCE OF 21.22 FEET TO A LINE 70.0 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 1 AND THE NORTHWESTERLY LINE OF LOT 1 IN BLOCK 7 IN HUNDLEY'S SUBDIVISION AFORESAID; THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE HEREINAFTER REFERRED TO AS LINE "B" FOR A DISTANCE OF 201.5 FEET; THENCE NORTHWESTERLY ALONG A LINE HEREINAFTER REFERRED TO AS LINE "C" BEING PARALLEL WITH THE NORTHEASTERLY LINE OF LOT 1 IN EDWARD J. LEHMANN'S SUBDIVISION AFORESAID 70.0 FEET TO THE NORTHWESTERLY LINE OF LOT 1 IN BLOCK 7 IN HUNDLEY'S SUBDIVISION AFORESAID; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE OF LOT 1 IN BLOCK 7 IN HUNDLEY'S SUBDIVISION FOR A DISTANCE OF 10.0 FEET; THENCE SOUTHEASTERLY ALONG A LINE 10.0 FEET SOUTHWESTERLY OF AND PARALLEL WITH LINE "C" AFORESAID FOR A DISTANCE OF 78.0 FEET TO A LINE 5.0 FEET SOUTHEASTERLY OF AND PARALLEL WITH LINE "B" AFORESAID; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE 209.16 FEET TO A LINE 4.0 FEET SOUTHEASTERLY OF AND PARALLEL WITH LINE "A" AFORESAID; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE 24.54 FEET TO THE NORTHEASTERLY LINE OF LOT 1 IN EDWARD J. LEHMANN'S SUBDIVISION AFORESAID; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE 5.66 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 7:

EASEMENT FOR THE BENEFIT OF PARCEL 5 AFORESAID AS SET FORTH IN DECLARATION OF RECIPROCAL EASEMENTS DATED NOVEMBER 1, 1985 AND RECORDED DECEMBER 4, 1985 AS DOCUMENT NO. 85308876, MADE BY MIDWEST BANK AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 27, 1983 AND KNOWN AS TRUST NUMBER 82124010 FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING AND REPLACING A PARKING FACILITY OVER THE FOLLOWING DESCRIBED LAND:
THAT PART OF LOT 2 IN EDWARD J. LEHMANN'S SUBDIVISION OF THE EASTERLY 50 FEET OF LOT 1 AND 2 IN BLOCK 7 OF HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21, INCLUSIVE AND LOTS 33 TO 37, INCLUSIVE, IN PINE GROVE IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THE 100 FEET EAST OF AND ADJOINING SAID LOTS 1 AND 2 IN BLOCK 7 OF SAID HUNDLEY'S SUBDIVISION AND WEST OF SHERIDAN ROAD, TOGETHER WITH THAT PART OF LOTS 2, 3 AND 4 IN BLOCK 7 IN HUNDLEY'S SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE EAST LINE OF LOT 2 IN LEHMANN'S SUBDIVISION AFORESAID 115.58 FEET SOUTHEASTERLY OF THE NORTHEAST CORNER OF LOT 1 IN SAID LEHMANN'S SUBDIVISION; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF LOT 2 IN LEHMANN'S

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007881075 D1
STREET ADDRESS: 3600 N. LAKE SHORE DRIVE
CITY: CHICAGO COUNTY: COOK
TAX NUMBER: 14-21-110-040-+000

LEGAL DESCRIPTION:

SUBDIVISION AND ALONG THE SOUTHWESTERLY LINE OF SHERIDAN ROAD FOR A DISTANCE OF 160.28 FEET TO THE SOUTHEASTERLY LINE OF THE NORTHWESTERLY 15.0 FEET OF LOT 4 AND ITS NORTHWESTERLY EXTENSION, THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 174.33 FEET TO A LINE 174.33 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SHERIDAN ROAD AND THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 160.18 FEET TO A LINE 115.58 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF LOT 1 IN LEHMANN'S SUBDIVISION AFORESAID AND PARALLEL WITH THE NORTHWESTERLY LINE OF LOT 1 IN BLOCK 7 IN HUNDLEY'S SUBDIVISION AFORESAID; THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE FOR A DISTANCE OF 122.0 FEET; THENCE SOUTH 30 DEGREES 01 MINUTES 31 SECONDS EAST ALONG A LINE DRAWN THROUGH A POINT ON THE SOUTHEASTERLY LINE OF THE NORTHWESTERLY 20.0 FEET OF LOT 4 AFORESAID (SAID POINT BEING 28.87 FEET NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF LOT 4) FOR A DISTANCE OF 165.10 FEET TO THE SOUTHEASTERLY LINE OF THE NORTHWESTERLY 20.0 FEET OF SAID LOT 4; THENCE NORTH 59 DEGREES 56 MINUTES 51 SECONDS EAST ALONG THE LAST DESCRIBED LINE 122.0 FEET; THENCE NORTH 30 DEGREES 01 MINUTES 31 SECONDS WEST 5.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.