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and after Recording Return to:

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0318132072

Eugene "Gene" Moore Fee: \$90.00  
Cook County Recorder of Deeds  
Date: 08/30/2003 11:20 AM Pg: 1 of 34

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*2003/08/30/03/08/30/03/08/30/03*

## SUBGRDINATION AND INTERCREDITOR AGREEMENT

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This Subordination and Intercreditor Agreement (this "**Agreement**") dated June 19, 2003, is entered into by and between **OHIO SAVINGS BANK**, a federally chartered savings bank (together with its successors and assigns, the "**Senior Lender**") and **JO-BERM LTD.**, an Illinois corporation (the "**Subordinated Lender**").

### RECITALS

A. Senior Lender has made a loan the principal amount of Six Million Two Hundred Twenty-Five Thousand Dollars (\$6,225,000.00) ("**Senior Loan**") to 2800 North Lincoln Development Corp., an Illinois corporation ("**Borrower**"), pursuant to the terms and conditions of a Loan Agreement by and between Borrower and Senior Lender of even date herewith ("**Senior Loan Agreement**"). The Senior Loan is evidenced by certain Revolving Mortgage Note of even date herewith (as amended, restated or replaced from time to time, "**Senior Note**") made by Borrower and payable to Senior Lender in the stated principal amount of Six Million Two Hundred Twenty-Five Thousand Dollars (\$6,225,000.00); and is secured by, among other instruments, (i) that certain Construction Mortgage, Security Agreement Assignment of Leases and Rents and Fixture Filing of even date herewith (as amended from time to time, "**Senior Mortgage**"), from Borrower in favor of Lender encumbering the residential portion of the real property commonly known as 2518 - 2544 North Lincoln, Chicago, Illinois, and legally described on Exhibit A attached hereto, and other collateral as described in the Mortgage (the real property and other collateral being collectively referred to as "**Premises**"), (ii) that certain Assignment of Leases and Rents of even date herewith (as amended from time to time, "**Senior Assignment of Leases**"), from Borrower in favor of Lender encumbering the Premises, and (iii) that certain Guaranty of Payment of even date herewith (as amended from time to time, "**Senior Guaranty**"), from Donald L. Reidelberger ("**Reidelberger**") in favor of Lender. The Senior

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Loan Agreement, the Senior Note, the Senior Mortgage, the Senior Assignment of Leases, the Senior Guaranty and all of the other documents in favor or for the benefit of Senior Lender which evidence, secure or are otherwise executed in connection with the Loan are hereinafter referred to collectively as the "**Senior Loan Documents**".

B. The Subordinated Lender has made a loan in the original principal amount of One Million One Hundred Thousand Dollars (\$1,100,000) to Borrower, L.W. Van Gogh Investment Corp., an Illinois corporation ("**Van Gogh**"), and Reidelberger (the "**Subordinated Loan**"), pursuant to a Memorandum of Agreement dated of even date herewith by and between Subordinated Lender and Reidelberger (the "**Subordinated Loan Memorandum**"), which loan is evidenced by a Note in the amount of the Subordinated Loan dated even date herewith issued to the Subordinated Lender (the "**Subordinated Note**"). The Subordinated Note is secured by, among other instruments, a Junior Mortgage of even date herewith from Borrower to Subordinated Lender with respect to the Premises and certain other property legally described as Parcel 2 on Exhibit A hereto (the "**Subordinated Mortgage**"). The Subordinated Loan Memorandum, the Subordinated Note, the Subordinated Mortgage, and any and all documents entered into in connection therewith including, without limitation any other mortgages and financing statements, together with all amendments, supplements or modifications thereto shall be hereinafter referred to collectively as the "**Subordinated Loan Documents**."

C. New Century Bank, an Illinois corporation ("**New Century**"), has made a loan in the original principal amount of One Million Nine Hundred Eighty Thousand Dollars (\$1,980,000) to Borrower (the "**New Century Loan**"), which loan is evidenced by a Mortgage Note in the amount of the New Century Loan dated even date herewith issued to New Century (the "**New Century Note**"). The New Century Note is secured by, among other instruments, a Junior Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated even date herewith from Borrower to New Century with respect to the Premises (the "**New Century Mortgage**"). The New Century Note, the New Century Mortgage, and any and all documents evidencing or securing the New Century Loan shall be hereinafter referred to collectively as the "**New Century Loan Documents**." The New Century Loan and the New Century Loan Documents are subordinated to the Senior Loan and the Senior Loan Documents pursuant to that certain Subordination and Intercreditor Agreement of even date herewith by and between Senior Lender and New Century (the "**Senior Lender – New Century Subordination Agreement**"). The Subordinated Loan and the Subordinated Loan Documents are subordinated to the New Century Loan and the New Century Loan Documents pursuant to that certain Subordination and Intercreditor Agreement of even date herewith by and between New Century and Subordinated Lender (the "**New Century – Subordinated Lender Subordination Agreement**").

D. The Subordinated Lender will receive direct benefit (financial and otherwise) from the making of the Senior Loan by Senior Lender.

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E. As a condition to the Senior Lender advancing funds under the Senior Loan Documents on the date hereof or in the future, Senior Lender has required that the Subordinated Lender enter into this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged by the Subordinated Lender and the Senior Lender, and in order to induce the Senior Lender to make advances to the Borrower pursuant to the Senior Loan Documents, the Subordinated Lender hereby agrees with the Senior Lender as hereinafter set forth.

1. Debt Subordination. Except as expressly permitted under Section 3 below, Subordinated Lender will not ask, demand, sue for, take or receive from Borrower, by setoff or in any other manner, the whole or any part of any amounts which may now or hereafter be owing by Borrower, or any successor or assign of Borrower, including, without limitation, a receiver, trustee or debtor in possession (the term the "**Borrower**" hereinafter shall include any such successor or assign of Borrower) to the Subordinated Lender or be owing by any other person or entity to the Subordinated Lender for the benefit of Borrower with respect to the Subordinated Loan Documents (whether such amounts represent principal, interest, charges, fees, costs, expenses or obligations which are due or not due, direct or indirect, absolute, contingent or otherwise), including the taking of any negotiable instruments evidencing such amounts (all such indebtedness, obligations and liabilities being hereinafter referred to as the "**Subordinated Indebtedness**"), nor any security for any of the foregoing unless and until all the indebtedness contemplated by the Senior Loan Documents (the "**Liabilities**") of Borrower to the Senior Lender, whether now existing or hereafter arising directly between the Borrower and the Senior Lender, or acquired outright, conditionally or as collateral security from another by the Senior Lender, shall have been fully and finally indefeasibly paid and satisfied with interest and all financing arrangements between Borrower and the Senior Lender under the Senior Loan Documents have been terminated in accordance with their terms.

2. Lien Subordination. The Subordinated Lender hereby subordinates any and all liens, mortgages and security interests of the Subordinated Lender, regardless of the time or order of attachment, the time, order or manner of perfection, or the time or order of the filing or recording of any mortgage, debenture, deed or trust assignment, security agreement, financing statement or other document in favor of Senior Lender, and hereby agrees that it is the intention of the parties hereto that the Senior Lender shall have a first priority security interest and lien on all assets of Borrower encumbered by any of the Senior Loan Documents, including but not limited to the Premises (collectively, the "**Collateral**") to secure the Liabilities. All liens, mortgages and security interests of the Subordinated Lender, whether now existing or hereafter arising or acquired, in any assets of Borrower or any assets securing the Liabilities including, without limitation the Collateral, now owned or hereafter acquired, shall be and hereby are subordinated to the rights and interests of the Senior Lender in those assets. The Subordinated Lender shall have no right to possession of any such assets or to foreclose upon any such assets, whether by judicial action or otherwise, unless and until all of the Liabilities shall have been indefeasibly paid in full and satisfied and all financing arrangements between the Borrowers and

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the Senior Lender have been terminated. The Subordinated Lender also hereby agrees that, regardless of whether the Liabilities are secured or unsecured, following the occurrence of an Event of Default (as defined in the Senior Loan Agreement), the Senior Lender shall be subrogated for the Subordinated Lender with respect to the Subordinated Lender's claims against Borrower and the Subordinated Lender's rights, liens, mortgages and security interests, if any, in any of Borrower's assets, the Collateral and the proceeds thereof until all of the Liabilities shall have been indefeasibly paid in full and satisfied and all financing arrangements between the Borrower and the Senior Lender have been terminated. The Subordinated Lender further agrees that it will not challenge the liens, the security interests and the mortgages of the Senior Lender securing payment of the Liabilities and that as between the Senior Lender and the Subordinated Lender, the terms of this Agreement shall govern even if part or all of the Liabilities or the liens, the mortgages, or the security interests securing payment thereof are avoided, disallowed, set aside or otherwise invalidated in any judicial proceeding or otherwise. The Subordinated Lender acknowledges and agrees that to the extent that the terms and provisions of this Agreement or the Senior Loan Documents violate any term or provision of the Subordinated Loan Documents, such violation is waived and that, to the extent the terms and provisions of either this Agreement or the Senior Loan Documents are inconsistent with the Subordinated Loan Documents, the Subordinated Loan Documents shall be deemed to have been superseded by the Senior Loan Documents and this Agreement.

3. Permitted Payments Notwithstanding Section 1 hereof, Senior lender acknowledges that the Subordinated Loan includes an interest reserve (the "**Subordinated Loan Interest Reserve**") for payment of monthly installments of interest payable under the Subordinated Note. Senior Lender consents to the payment of such interest solely from the Subordinated Loan Interest Reserve. No other payments may be made on all or any portion of the Subordinated Indebtedness until all of the Liabilities shall have been fully and finally indefeasibly paid and satisfied with interest and all financing arrangements between Borrower and the Senior Lender under the Senior Loan Documents have been terminated in accordance with their terms.

4. No Amendment or Enforcement by the Subordinated Lender. It is understood and agreed by the Subordinated Lender that the Subordinated Loan Documents may not be modified, supplemented or amended without the prior written consent of the Senior Lender. The Subordinated Lender, prior to the indefeasible payment in full of the Liabilities and the termination of all financing arrangements between the Borrower and the Senior Lender under the Senior Loan Documents, shall have no right to bring a legal action to enforce payment of any part of the Subordinated Indebtedness or to otherwise take any action against Borrower, Van Gogh, Reidelberger, the Collateral, Parcel 2 or any other collateral securing the Subordinated Loan without the prior written consent of the Senior Lender. If Subordinated Lender, in violation of this Agreement shall commence, prosecute or participate in any suit, action or proceeding against Borrower in connection with the Subordinated Indebtedness, Senior Lender may interpose as a defense or plea the making of this Subordination in its name or in the name of Borrower.

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5. Warranties of the Subordinated Lender. The Subordinated Lender warrants and represents as follows:

a. Subordinated Lender has not previously assigned any interest in the Subordinated Indebtedness; no other party owns an interest in the Subordinated Indebtedness other than the Subordinated Lender (whether as a joint holder of the Subordinated Indebtedness or otherwise), and the entire Subordinated Indebtedness is owing only to the Subordinated Lender.

b. Subordinated Lender has full power and the legal capacity to enter into, execute, deliver and perform its obligations hereunder, and is not in violation of any law, statute, regulation, ordinance, judgment, decree, order, rule or regulation of any court or governmental authority applicable to it if such noncompliance would have a material adverse effect upon this Agreement, any of the transactions contemplated hereby, or the Subordinated Lender's ability to perform its obligations hereunder;

c. This Agreement has been duly executed and delivered by the Subordinated Lender and constitutes the legal, valid and binding obligation of the Subordinated Lender enforceable in accordance with its terms, subject only to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the rights of creditors generally, and except that the availability of equitable remedies is subject to applicable equitable principles;

d. the execution and delivery by the Subordinated Lender of this Agreement and the consummation of the transactions contemplated hereby do not, and the performance of the Subordinated Lender's obligations hereunder will not (i) conflict with or result in a violation or breach of or a default under (a) any agreement, lease, mortgage, indenture or any other contract or instrument to which the Subordinated Lender is a party or by which it or any of its property is bound, or (b) any law, statute, ordinance, rule, regulation, writ, order, judgment or decree to which it is a party or by which it or any of its property is bound, nor (ii) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of its properties or assets;

e. there are no actions, suits, restraining orders, injunctions, investigations, proceedings or inquiries at law or in equity, pending or threatened, by or before any judicial, quasi-judicial, legislative or administrative court, agency or authority, or any arbitrator, nor to the best of the Subordinated Lender's knowledge any basis for any of the foregoing, wherein an unfavorable determination, ruling or finding would materially adversely affect the validity or enforceability of this Agreement with respect to the Subordinated Lender, or any of the transactions contemplated hereby;

f. the making of the Senior Loan will result in direct financial benefit to the Subordinated Lender;



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g. as of the date hereof, the aggregate principal amount of the Subordinated Indebtedness Debt is \$900,000.00 and the aggregate unpaid accrued interest thereon is \$0.00;

h. True, correct and complete copies of all instruments, documents, or other writings evidencing or securing all or any part of the Subordinated Indebtedness have been delivered to Senior Lender.

6. Senior Lender's Priority; Grant of Authority to the Senior Lender. In the event of any distribution, division, or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the assets of Borrower or the proceeds thereof to the creditors of Borrower or readjustment of the obligations and indebtedness of Borrower, whether by reason of liquidation, bankruptcy, arrangement, receivership, assignment for the benefit of creditors or any other action or proceeding involving the readjustment of all or any part of the Subordinated Indebtedness or the application of the assets of Borrower to the payment or liquidation thereof, or upon the dissolution or other winding up of Borrower's business, or upon the sale of all or substantially all of Borrower's assets, then, and in any such event, (i) the Senior Lender shall be entitled to receive payment in full in cash of any and all of the Liabilities then owing prior to the payment of all or any part of the Subordinated Indebtedness, regardless of whether any such amount is avoided, disallowed, set aside or otherwise invalidated in any such proceeding and including interest at the "Default Rate" (as defined in the Senior Loan Documents) as applicable, and (ii) any payment or distribution of any kind or character, whether in cash, securities or other property, which shall be payable or deliverable upon or with respect to any or all of the Subordinated Indebtedness shall be paid or delivered forthwith directly to the Senior Lender for application on any of the Liabilities, due or not due, until such Liabilities shall have first been indefeasibly paid in full and satisfied. Subordinated Lender hereby expressly agrees that the general rule of bankruptcy law that interest accrual stops on the date of the filing of the bankruptcy petition shall be suspended as between Subordinated Lender and Senior Lender, and that Subordinated Lender hereby expressly consents to the payment of post-petition interest to Senior Lender from any payment or distribution that would otherwise go to Subordinated Lender. The Subordinated Lender hereby irrevocably authorizes and empowers the Senior Lender to demand, sue for, collect and receive each of the aforesaid payments and distributions and give acquittance therefor and to file claims and take such other actions, in the Senior Lender's own name or in the name of the Subordinated Lender or otherwise, as the Senior Lender may deem reasonably necessary or advisable for the enforcement of this Agreement; and the Subordinated Lender will execute and deliver to the Senior Lender such powers of attorney, assignments, proofs of claim and other instruments or documents, including notes and certificates (together with such assignments or endorsements as the Senior Lender shall deem necessary), as may be reasonably requested by the Senior Lender in order to enable the Senior Lender to enforce any and all claims upon or with respect to any or all of the Subordinated Indebtedness and to collect and receive any and all payments and distributions which may be payable or deliverable at any time upon or with respect to the Subordinated Indebtedness, all for the Senior Lender's own benefit. Senior Lender and Subordinated Lender hereby further agree

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that (y) Subordinated Lender shall vote in favor of, and not against, any and all actions taken by Senior Lender in any bankruptcy proceeding to permit the commencement or continuation of any foreclosure; and (ii) Subordinated Lender shall not propose any plan or vote to confirm or take any other action in support of any plan or other course of action proposed by Borrower or any other party (other than Senior Lender) which would have the effect of (A) impairing the priority or lien of the Senior Loan, (B) denying, impeding or delaying Senior Lender's efforts to collect the Liabilities, or (C) delaying, preventing, limiting, requiring a reduction in the amount of or impairing Senior Lender's collection of all or any portion of the Liabilities.

7. Payments Received by the Subordinated Lender. Except for payments from the Subordinated Loan Interest Reserve received by the Subordinated Lender as provided in Section 3 hereof, should any payment or distribution or security or instrument or proceeds thereof be received by the Subordinated Lender upon or with respect to the Subordinated Indebtedness prior to the satisfaction in full of all of the Liabilities and termination of all financing arrangements between Borrower and the Senior Lender, regardless of whether derived from the Collateral, Parcel 2 or any other source, the Subordinated Lender shall receive and hold the same in trust, as trustee, for the benefit of the Senior Lender and shall forthwith deliver the same to the Senior Lender (together with any endorsement or assignment of the Subordinated Lender where necessary), for application on any of the Liabilities, due or not due. In the event of failure of the Subordinated Lender to make any such endorsement or assignment to the Senior Lender, the Senior Lender, or any of its officers or employees, are hereby irrevocably authorized to make the same. Upon full and final payment of all Liabilities payable to the Senior Lender and termination of all financing arrangements between Borrower and the Senior Lender, the Subordinated Lender shall be subrogated to any rights of the Senior Lender against Borrower to the extent of any payments with respect to Subordinated Indebtedness paid to and retained by the Senior Lender.

8. Instrument Legend. Any instrument evidencing any of the Subordinated Indebtedness (including, without limitation, the Subordinated Loan Documents), or any portion thereof, will, on the date hereof, be inscribed with the following legend conspicuously indicating that payment thereof is subordinated to the claims of the Senior Lender pursuant to the terms of this Agreement: "THIS INSTRUMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF JUNE 19, 2003, BY AND BETWEEN OHIO SAVINGS BANK AND JO-BERM LTD." Fully signed copies of existing Subordinated Loan Documents will be delivered to the Senior Lender on the date hereof. Any instrument evidencing any of the Subordinated Indebtedness, or any portion thereof, which is hereafter executed by Borrowers, will, on the date thereof, be inscribed with the aforesaid legend, and copies of such instrument will be delivered to the Senior Lender on the date of its execution or within two (2) calendar days thereafter. Upon full, indefeasible and final payment of all Liabilities payable to the Senior Lender and termination of all financing arrangements between Borrower and the Senior Lender, the foregoing legend may be removed from any instrument evidencing the Subordinated Indebtedness.

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9. Reimbursement of Expenses and Borrowings from Borrower; Assignment of Claims. The Subordinated Lender agrees that until the Liabilities have been indefeasibly paid in full and satisfied and all financing arrangements between Borrower and the Senior Lender under the Senior Loan Documents have been terminated in accordance with its terms, the Subordinated Lender will not, directly or indirectly, accept or receive the benefit of any remuneration or reimbursement for expenses, costs and fees relating to the Subordinated Indebtedness from or on behalf of Borrower and will not assign or transfer to others any claim the Subordinated Lender has or may have against the Borrower relating to the Subordinated Indebtedness.

10. Continuing Nature of Subordination. Except to the extent specifically provided herein, this Agreement shall continue effective until the Liabilities shall have been indefeasibly paid in full and all financing arrangements between Borrower and the Senior Lender under the Senior Loan Documents have been terminated in accordance with its terms.

11. Additional Agreements Between the Senior Lender and the Borrowers. The Senior Lender, at any time and from time to time, without notice to the Subordinated Lender, may enter into such agreement or agreements with Borrower as the Senior Lender may deem proper, extending the time of payment of or renewing or otherwise altering the terms of all or any of the Liabilities or any of the documents relating thereto, including without limitation, increasing the amounts thereof, increasing or otherwise altering the rates of interest charged thereunder, or affecting the Collateral, and may exchange, sell, release, waive, surrender or otherwise deal with any such security, without in any way thereby impairing or affecting this Agreement.

12. Subordinated Lender's Waivers. All of the Liabilities shall be deemed to have been made or incurred in reliance upon this Agreement. The Subordinated Lender expressly waives all notice of the acceptance by the Senior Lender of the subordination and other provisions of this Agreement and all other notices not specifically required pursuant to the terms of this Agreement whatsoever, and the Subordinated Lender expressly consents to reliance by the Senior Lender upon the subordination and other agreements as herein provided. The Subordinated Lender agrees that the Senior Lender has made no warranties or representations with respect to the due execution, legality, validity, completeness or enforceability of the Senior Loan Documents or the collectibility of the Liabilities, and that the Senior Lender shall be entitled to manage and supervise its loans to the Borrowers in accordance with applicable law and its usual practices, modified from time to time as it deems appropriate under the circumstances, without regard to the existence of any rights that the Subordinated Lender may now or hereafter have in or to any of the assets of the Borrowers. The Subordinated Lender further agrees that the Senior Lender shall have no liability to the Subordinated Lender for, and the Subordinated Lender waives any claim which the Subordinated Lender may now or hereafter have against, the Senior Lender arising out of (a) any and all actions which the Senior Lender takes or omits to take, or notices which the Senior Lender delivers or fails to deliver, with respect to the Senior Loan Documents or to the collection of the Liabilities or the valuation, use, protection or release of the Collateral and/or other security for the Liabilities (including, without limitation, actions or notices with respect to (i) the creation, perfection, recordation or



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continuation of liens, mortgages or security interests in the Collateral and other security for the Liabilities, (ii) the occurrence of an Event of Default, (iii) the foreclosure upon, sale, release or depreciation of, or failure to preserve, insure or realize upon, any of the Collateral and (iv) the collection of any claim for all or any part of the Liabilities from any account debtor, guarantor or any other party), (b) the Senior Lender's election, in any proceeding instituted under Chapter 11 of title 11 of the United States Bankruptcy Code (11 U.S.C. 101 et seq.) (the "Bankruptcy Code"), of the application of Section 1111(b)(2) of the Bankruptcy Code, and/or (c) any borrowing of, or grant of a security interest under Section 364 of the Bankruptcy Code to the Borrower, as debtor in possession. Notwithstanding the foregoing, the Senior Lender agrees to use commercially reasonable efforts in connection with the action set forth in clause (a) (iii) above.

13. New Century – Subordinated Lender Subordination Agreement. Subordinated Lender acknowledges and agrees that the rights of New Century and the obligations of Subordinated Lender under the New Century - Subordinated Lender Subordination Agreement are subordinated to and subject to the rights of Senior Lender and obligations of Subordinated Lender under this Subordination Agreement. The Subordinated Lender acknowledges and agrees that, prior to the full and final payment of all Liabilities payable to the Senior Lender and termination of all financing arrangements between Borrower and the Senior Lender, (a) to the extent that the terms and provisions of the New Century – Subordinated Lender Subordination Agreement violate any term or provision of this Agreement, such violation is waived, and (b) to the extent the terms and provisions of the New Century – Subordinated Lender Subordination Agreement are inconsistent with this Agreement, the New Century - Subordinated Lender Subordination Agreement shall be deemed to have been superseded by this Agreement.

14. Waivers; Amendments. None of the terms or provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by the Subordinated Lender and the Senior Lender.

15. Marshalling; Payments Set Aside. The Subordinated Lender waives any right to require the Senior Lender to marshal any assets of Borrower or to otherwise proceed in any fashion against Borrower or any other person or entity.

16. Information Concerning Financial Condition of Borrower. The Subordinated Lender hereby assumes responsibility for keeping itself informed of the financial condition of Borrower any and all endorsers and any and all guarantors of the Liabilities and of all other circumstances bearing upon the risk of nonpayment of the Liabilities and/or the Subordinated Indebtedness that diligent inquiry would reveal, and the Subordinated Lender hereby agrees that the Senior Lender shall have no duty to advise the Subordinated Lender of information known to the Senior Lender regarding such condition or any such circumstances. If the Senior Lender, in its sole discretion, undertakes, at any time or from time to time, to provide any such information to the Subordinated Lender, the Senior Lender shall be under no obligation (i) to provide any such information to the Subordinated Lender on any subsequent occasion or (ii) to undertake any investigation not a part of its regular business routine and shall be under no obligation to disclose

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any information which, pursuant to accepted or reasonable commercial finance practices, the Senior Lender wishes to maintain confidential. The Subordinated Lender hereby agrees that all payments received by the Senior Lender may be applied, reversed, and reapplied, in whole or in part, to any of the Liabilities, as the Senior Lender, in its sole discretion, deems appropriate and assents to any extension or postponement of the time of payment of the Liabilities or to any other indulgence with respect thereto, to any substitution, exchange or release of the Collateral which may at any time secure the Liabilities and to the addition or release of any other party or person primarily or secondarily liable therefor.

17. No Offset. If the Subordinated Lender at any time incurs any obligation to pay money to Borrower or either of them, the Subordinated Lender hereby irrevocably agrees that it shall pay such obligation in cash or cash equivalents in accordance with the terms of the contract governing such obligation and shall not deduct from or setoff against any amounts owed by the Subordinated Lender to Borrower in connection with any such transaction any amounts the Subordinated Lender claims are due to it with respect to the Subordinated Indebtedness.

18. No Prejudice. The rights of the Senior Lender or present or future holders of the Liabilities shall not be prejudiced by any action or failure to act on the part of Borrower or the Subordinated Lender, or any noncompliance of Borrower or the Subordinated Lender with any agreement or obligation, regardless of any knowledge thereof which the Senior Lender may have or with which the Senior Lender may be charged; and no action of the Senior Lender permitted hereunder shall in any way affect or impair the rights of the Senior Lender and the obligations of the Subordinated Lender under this Agreement.

19. Further Assurances. The Subordinated Lender agrees to provide the Senior Lender with such information, data and copies of documents and instruments and to take any and all such other actions relating to the Subordinated Loan Documents, the Subordinated Indebtedness and this Agreement as the Senior Lender may reasonably request in order to more effectively carry out the terms and provisions of this Agreement.

20. Application To Post-Bankruptcy Matters. This Agreement shall be applicable both before and after the filing of any petition by or against the Borrowers or either of them under the Bankruptcy Code and all references herein to the Borrowers shall be deemed to apply to each Borrower as debtor-in-possession and all allocations of payments between the Senior Lender and the Subordinated Lender shall continue to be made after the filing thereof on the same basis that the payments were to be applied prior to the date of the petition.

21. Section Titles. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

22. Notices. Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered

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or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To Lender: Ohio Savings Bank  
1801 East Ninth Street  
Suite 200  
Cleveland, Ohio 44114  
Attn: Senior Executive Vice President  
Commercial Real Estate Lending  
Mail Code OH99-0204

With a copy to: Schwartz, Cooper, Greenberger & Krauss  
180 North LaSalle Street  
Suite 2700  
Chicago, Illinois 60601  
Attn: Derek L. Cottier, Esq.

To Subordinated Lender: Jo-Berm Ltd.  
? Joby Berman  
727 Roger Avenue  
Kenilworth, Illinois 60043

With copies to Borrower: 2800 North Lincoln Development Corp.  
1738 West Addison Street  
Chicago, Illinois 60613  
Attn: Donald L. Reidelberger

and Barry Holt, Esq.  
Suite 2100  
Three First National Plaza  
Chicago, Illinois 60602-4253

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

23. Refinancing. The Subordinated Lender agrees that any indebtedness incurred by Borrower for the purpose of refinancing part or all of the Subordinated Indebtedness shall be subordinated, as to payment, priority and all other respects, to the Liabilities on terms and conditions satisfactory to the Senior Lender.

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24. Power. The Subordinated Lender hereby represents that it has full power and legal right to enter into this Agreement, that this Agreement has been executed and delivered by the Subordinated Lender and constitutes the legal, valid and binding obligation of the Subordinated Lender enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting creditor's rights generally.

25. Release of Condominium Units. Subordinated Lender acknowledges that Borrower will be submitting the Premises to the provisions of the Illinois Condominium Property Act. Subordinated Lender further acknowledges that Borrower may establish five (5) separate condominium associations each of which shall include six (6) separate residential units (each such unit, a "**Residential Unit**"). To facilitate the efficient release of Residential Units from the lien of the Senior Mortgage, the New Century Mortgage and the Subordinated Mortgage, Subordinated Lender agrees to enter into that certain Escrow Agreement of even date herewith (the "**Escrow Agreement**") by and among Senior Lender, New Century, Subordinated Lender, Borrower and Mercury Title Company, L.L.C. (the "**Escrowee**") and, pursuant to the terms of the Escrow Agreement, to deposit thirty (30) partial release deeds into escrow with the Escrowee. Subordinated Lender further covenants and agrees to execute any additional documents necessary to effect the release of each Unit in accordance with the terms of the Escrow Agreement; acknowledges that execution of the Escrow Agreement, deposit of the partial release deeds in to the escrow, and execution of any other documents required to effect the release of the Units in accordance with the terms of the Escrow Agreement is a specific inducement for Senior Lender to enter into the loan transaction with Borrower, and agrees that its refusal to do any of the foregoing could cause irreparable harm to Senior Lender.

26. Condominium Declarations. Subordinated Lender covenants and agrees that it shall not (i) unreasonably withhold, condition or delay its approval of either (A) the first Unit Group Condominium Declaration (as defined in the Senior Loan Agreement) Borrower shall seek to record, or (B) the Master Declaration (as defined in the Senior Loan Agreement), or (ii) after the recording of the initial Unit Group Condominium Declaration and the Master Declaration, refuse to execute any additional Unit Group Condominium Declaration, or amendment to the Master Declaration required in connection therewith, so long as such Unit Group Condominium Declaration is in form substantially identical, in all material respects, to the initial Unit Group Condominium Declaration. Subordinated Lender acknowledges that the foregoing is a specific inducement for Senior Lender to enter into the Senior Loan and agrees that any breach by Subordinated Lender of this Section 26 could cause irreparable harm to Senior Lender. Subordinated Lender, by execution hereof, authorizes Senior Lender, in the event of a breach by Subordinated Lender of this Section 26, to execute any of the foregoing documents on behalf of Subordinated Lender.

27. Defined Terms. Each of the capitalized terms herein shall have the meaning ascribed to it in the Senior Loan Agreement, unless otherwise defined herein.



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28. Assignment. So long as any Liabilities shall be outstanding the Subordinated Lender shall not assign or transfer any portion of the Subordinated Indebtedness or any of its rights with respect thereto or any interest therein to any third party, except with the prior written consent of the Senior Lender. The Senior Lender shall have the right to assign, transfer or grant participations in part of all of the Liabilities owed to it, the security therefor and its rights hereunder without consent of any kind from the Subordinated Lender. This Agreement shall be binding upon the Subordinated Lender and its successors and permitted assigns and shall inure to the benefit of Senior Lender and its successors and assigns and participants in the Liabilities.

29. Governing Law; Submission to Jurisdiction.

a. THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF ILLINOIS AND THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT, AND THE RIGHTS AND OBLIGATION OF PARTIES HEREUNDER, SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES.

b. THE PARTIES HERETO AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH OR RELATED TO THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN COOK COUNTY, STATE OF ILLINOIS. THE SUBORDINATED LENDER WAIVES ANY RIGHT SUBORDINATED LENDER MAY HAVE TO ASSERT THE DOCTRINE OR FORUM NON CONVENIENS OR TO OBJECT TO SUCH VENUE AND HEREBY CONSENTS TO ANY COURT ORDERED RELIEF. NOTHING CONTAINED IN THIS SECTION SHALL AFFECT THE RIGHT OF THE SENIOR LENDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF THE SENIOR LENDER TO BRING ANY ACTION OR PROCEEDING AGAINST THE SUBORDINATED LENDER OR SUBORDINATED LENDER'S PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION.

30. Jury Trial. THE SUBORDINATED LENDER AND THE SENIOR LENDER HEREBY IRREVOCABLY AND KNOWINGLY WAIVE (TO THE FULLEST EXTENT PERMITTED BY LAW) ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING (INCLUDING, WITHOUT LIMITATION, ANY COUNTERCLAIM) ARISING OUT OF THIS AGREEMENT OR TRANSACTIONS RELATED HERETO, INCLUDING, WITHOUT LIMITATION, ANY ACTION OR PROCEEDING (A) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH, OR (B) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT. THE SENIOR LENDER AND THE SUBORDINATED

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LENDER AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT A JURY.

31. Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original, but all of which shall together constitute only one Agreement.

32. Facsimile Signatures. The parties agree that any signature which may appear only on a facsimile copy shall be deemed an original signature to this Agreement.

33. Severability; Construction. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

[Signature Page Follows]

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**IN WITNESS WHEREOF**, this Subordination and Intercreditor Agreement has been executed as of the date first above written.

**JO-BERM LTD.**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**OHIO SAVINGS BANK**

By: \_\_\_\_\_  
 Name: STEVEN S. SWARTZ  
 Title: VP

2800 North Lincoln Development Corp., an Illinois corporation ("**Borrower**"), hereby accepts and acknowledges receipt of a copy of, the foregoing Subordination and Intercreditor Agreement this 19<sup>th</sup> day of June, 2003, represents that the matters that relate to it as set forth in said Subordination and Intercreditor Agreement are true and correct, agrees to be bound by the terms of the foregoing Subordination and Intercreditor Agreement and agrees that it will not pay any of the "**Subordinated Indebtedness**" (as defined in the foregoing Subordination and Intercreditor Agreement) or grant any security therefor, except as the foregoing Subordination and Intercreditor Agreement provides. In the event of a breach by the undersigned of any of the provisions contained in the foregoing Subordination and Intercreditor Agreement, all of the "**Liabilities**" (as defined in the foregoing Subordination and Intercreditor Agreement) shall, without presentment, demand, protest or notice of any kind, become immediately due and payable, unless the Senior Lender shall otherwise elect in writing.

**2800 NORTH LINCOLN  
DEVELOPMENT CORP.**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**UNOFFICIAL COPY**

IN WITNESS WHEREOF, this Subordination and Intercreditor Agreement has been executed as of the date first above written.

**JO-BERM LTD.**

By: *Joby Berman*  
 Name: *Joby Berman*  
 Title: *President*

**OHIO SAVINGS BANK**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

2800 North Lincoln Development Corp., an Illinois corporation ("**Borrower**"), hereby accepts and acknowledges receipt of a copy of, the foregoing Subordination and Intercreditor Agreement this 19<sup>th</sup> day of June, 2003, represents that the matters that relate to it as set forth in said Subordination and Intercreditor Agreement are true and correct, agrees to be bound by the terms of the foregoing Subordination and Intercreditor Agreement and agrees that it will not pay any of the "**Subordinated Indebtedness**" (as defined in the foregoing Subordination and Intercreditor Agreement) or grant any security therefor, except as the foregoing Subordination and Intercreditor Agreement provides. In the event of a breach by the undersigned of any of the provisions contained in the foregoing Subordination and Intercreditor Agreement, all of the "**Liabilities**" (as defined in the foregoing Subordination and Intercreditor Agreement) shall, without presentment, demand, protest or notice of any kind, become immediately due and payable, unless the Senior Lender shall otherwise elect in writing.

**2800 NORTH LINCOLN  
DEVELOPMENT CORP.**

By: *D L Redner*  
 Name: *D L REDNER*  
 Title: *President*





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STATE OF OHIO            )  
                                  )  
COUNTY OF CUYAHOGA )        ss

I, JUDITH M. PASKERT a Notary Public in and for said County, in the State aforesaid, do hereby certify that STEVEN S. SWARTZ, the VICE PRESIDENT of OHIO SAVINGS BANK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 18<sup>th</sup> day of June, 2003.

Judith M. Paskert  
NOTARY PUBLIC

(SEAL)

**JUDITH M. PASKERT, Notary Public**  
**State of Ohio, Lorain County**  
**My Commission Expires July 15, 2006**

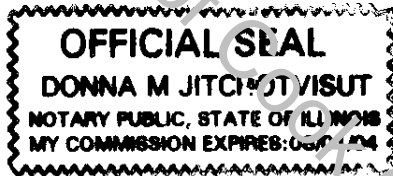
# UNOFFICIAL COPY

STATE OF ILLINOIS        )  
   )  
 COUNTY OF COOK         )        SS

I, Donna M. Jitchotvisut, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Donald L. Reidelberger, the President of **2800 NORTH LINCOLN DEVELOPMENT CORP.**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 19th day of June, 2003.

*Donna M. Jitchotvisut*  
 \_\_\_\_\_  
 NOTARY PUBLIC

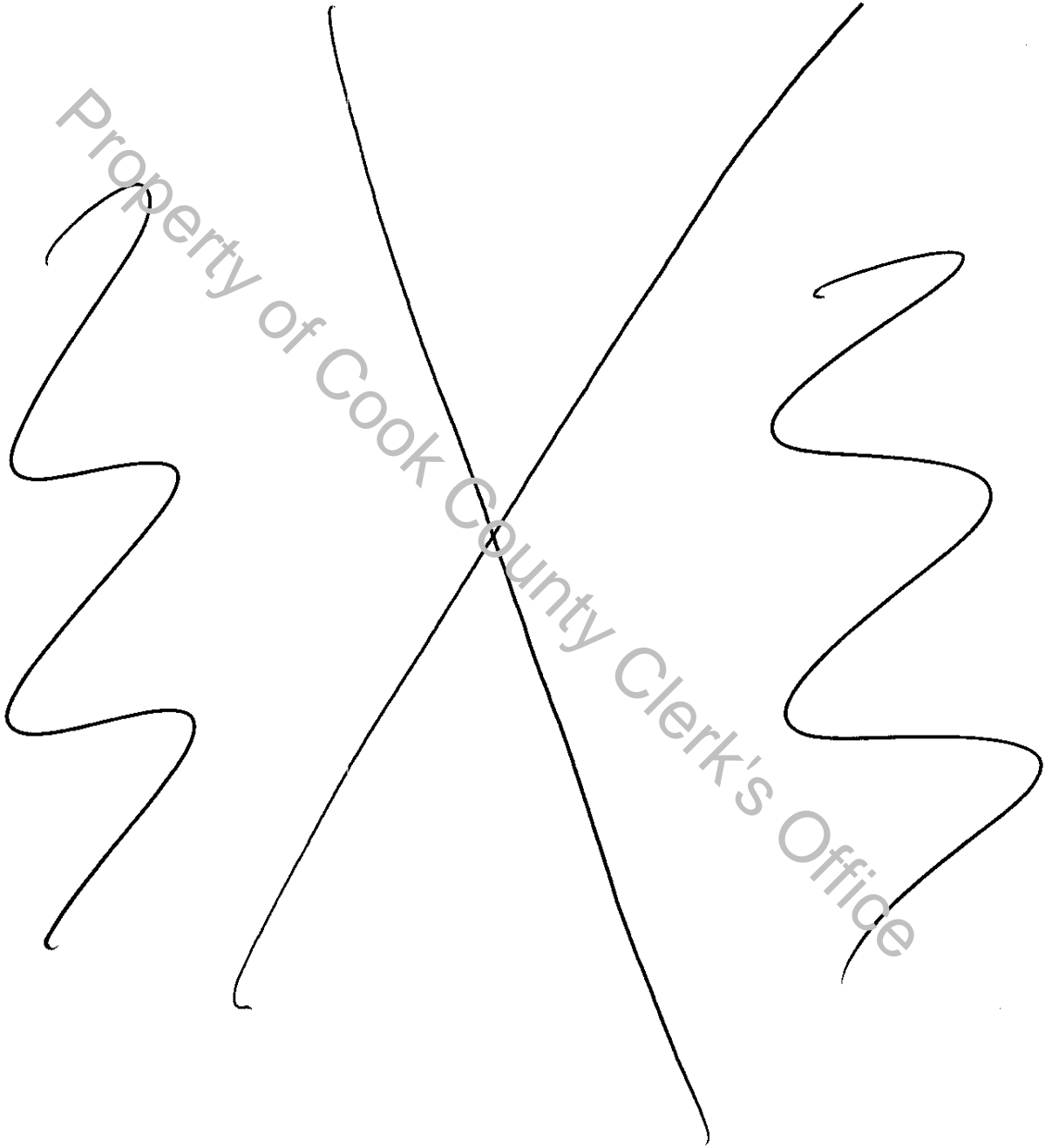


(SEAL)

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## EXHIBIT A – Description of Property

See Attached





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## EXHIBIT "A"

### LEGAL DESCRIPTION

PARCEL 1:  
 THAT PART OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A SINGLE TRACT OF LAND;  
 LOTS 10 THROUGH 9 BOTH INCLUSIVE, ALSO LOTS 11, 12 AND 15 (EXCEPT THAT PART OF  
 SAID LOT 15 DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY CORNER OF SAID  
 LOT 15; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 15, A  
 DISTANCE OF 7.0 FEET; THENCE NORTH 9.89 FEET MORE OR LESS TO THE NORTHWESTERLY  
 LINE OF SAID LOT 15; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID  
 LOT 15, A DISTANCE OF 7.0 FEET TO THE PLACE OF BEGINNING IN THE SUBDIVISION OF  
 LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29,  
 TOGETHER WITH THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 IN CANAL  
 TRUSTEES' SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS:  
 BEGINNING AT A POINT ON THE NORTH LINE OF W ALTGELD STREET, 296.28 FEET EAST OF  
 THE CENTER LINE OF NORTH SHEFFIELD AVENUE AND RUNNING THENCE NORTH PARALLEL WITH  
 THE CENTER LINE OF SAID SHEFFIELD AVENUE, A DISTANCE OF 100.0 FEET; THENCE  
 SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF A 14 FOOT WIDE VACATED ALLEY TO A  
 POINT ON THE NORTH LINE OF SAID W ALTGELD STREET, 396.28 FEET EAST OF THE CENTER  
 LINE OF SAID NORTH SHEFFIELD AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID W.  
 ALTGELD STREET, 100.00 FEET TO THE PLACE OF BEGINNING, TOGETHER WITH THAT PART  
 OF LOTS 4 AND 5 LYING EAST OF THE EAST LINE OF THAT PART OF SAID LOTS 4 AND 5  
 ACQUIRED BY THE NORTHWESTERN ELEVATED RAILROAD BY DOCUMENT NUMBER 2769011 IN  
 LILL AND DIVERSEY'S SUBDIVISION OF BLOCK 15 IN CANAL TRUSTEES' SUBDIVISION  
 AFORESAID TOGETHER WITH THAT PART OF THE VACATED NORTHWESTERLY 14 FOOT ALLEY  
 LYING NORTHEASTERLY OF THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 IN  
 CANAL TRUSTEES' SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT A POINT  
 ON THE NORTH LINE OF W. ALTGELD STREET, 296.26 FEET EAST OF THE CENTER LINE OF  
 N. SHEFFIELD AVENUE; THENCE NORTH PARALLEL WITH THE CENTER LINE OF N. SHEFFIELD  
 AVENUE, 100.0 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID 14  
 FOOT ALLEY, TO A POINT ON THE NORTH LINE OF W. ALTGELD STREET, 396.28 FEET EAST  
 OF THE CENTER LINE OF N. SHEFFIELD AVENUE THENCE WEST ALONG THE NORTH LINE OF  
 SAID W. ALTGELD STREET, 100.0 FEET TO THE PLACE OF BEGINNING, LYING  
 SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF LOTS 2 THROUGH 5 BOTH INCLUSIVE,  
 LYING NORTH OF THE NORTH LINE OF LOT 11, LYING NORTH AND NORTHEASTERLY OF THE  
 NORTH AND NORTHEASTERLY LINES OF LOT 12, LYING SOUTHEASTERLY AND SOUTHWESTERLY  
 OF THE SOUTHEASTERLY AND SOUTHWESTERLY LINES OF LOT 15, LYING EAST OF THE  
 NORTHERLY EXTENSION OF THE WEST LINE OF LOT 12, LYING NORTHWESTERLY OF THE  
 SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 9 ALL IN THE  
 SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID AND  
 LYING NORTH OF THE SOUTH LINE OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 AFORESAID.  
 ALL IN TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH  
 LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 17.0 FEET CHICAGO CITY  
 DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 26.11 FEET  
 CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE  
 MOST EASTERLY CORNER OF SAID TRACT (THE MOST EASTERLY CORNER OF SAID TRACT ALSO  
 BEING THE MOST EASTERLY CORNER OF SAID LOT 9); THENCE NORTH 45° 05' 01" WEST ALONG  
 THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 1.19 FEET (THE NORTHEASTERLY  
 LINE OF SAID TRACT ALSO BEING THE SOUTHWESTERLY LINE OF NORTH LINCOLN AVENUE);  
 THENCE SOUTH 44° 54' 59" WEST, 96.08 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH

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43°40'48" WEST, 15.57 FEET; THENCE SOUTH 46°19'12" EAST, 0.34 FEET; THENCE SOUTH  
 43°40'48" WEST, 4.97 FEET; THENCE SOUTH 90°00'00" WEST, 0.09 FEET; THENCE NORTH  
 44°42'47" WEST, 24.87 FEET; THENCE NORTH 46°55'54" WEST, 25.24 FEET; THENCE NORTH  
 44°44'57" WEST, 99.66 FEET; THENCE NORTH 44°38'12" EAST, 17.45 FEET; THENCE  
 SOUTH 45°21'48" EAST, 5.45 FEET; THENCE NORTH 44°38'12" EAST, 1.65 FEET; THENCE  
 SOUTH 45°24'09" EAST, 20.54 FEET; THENCE NORTH 43°47'01" EAST, 0.40 FEET; THENCE  
 SOUTH 45°04'08" EAST, 24.18 FEET; THENCE NORTH 44°55'52" EAST, 2.0 FEET; THENCE  
 SOUTH 45°02'40" EAST, 25.91 FEET; THENCE NORTH 46°08'11" EAST, 0.04 FEET; THENCE  
 SOUTH 44°22'32" EAST, 19.84 FEET; THENCE SOUTH 45°37'20" WEST, 2.31 FEET; THENCE  
 SOUTH 44°55'06" EAST, 30.16 FEET; THENCE NORTH 43°35'58" EAST, 1.20 FEET; THENCE  
 SOUTH 46°12'13" EAST, 23.12 FEET TO THE PLACE OF BEGINNING ALL IN COOK COUNTY,  
 ILLINOIS.

## PARCEL 2:

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A SINGLE TRACT OF LAND,  
 LOTS 1 THROUGH 9 BOTH INCLUSIVE ALSO LOTS 11, 12 AND 15 (EXCEPT THAT PART OF  
 SAID LOT 15 DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY CORNER OF SAID  
 LOT 15; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 15, A  
 DISTANCE OF 7.0 FEET; THENCE NORTH 9.89 FEET MORE OR LESS TO THE NORTHWESTERLY  
 LINE OF SAID LOT 15; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID  
 LOT 15, A DISTANCE OF 7.0 FEET TO THE PLACE OF BEGINNING IN THE SUBDIVISION OF  
 LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29,  
 TOGETHER WITH THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 IN CANAL  
 TRUSTEES' SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS:  
 BEGINNING AT A POINT ON THE NORTH LINE OF W ALTGELD STREET, 296.28 FEET EAST OF  
 THE CENTER LINE OF N SHEFFIELD AVENUE AND RUNNING THENCE NORTH PARALLEL WITH THE  
 CENTER LINE OF SAID SHEFFIELD AVENUE, A DISTANCE OF 100.0 FEET; THENCE  
 SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF 14 FOOT WIDE VACATED ALLEY TO A  
 POINT ON THE NORTH LINE OF SAID W ALTGELD STREET, 396.28 FEET EAST OF THE CENTER  
 LINE OF SAID N SHEFFIELD AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID W  
 ALTGELD STREET, 100.0 FEET TO THE PLACE OF BEGINNING, TOGETHER WITH THAT PART  
 OF LOTS 4 AND 5 LYING EAST OF THE EAST LINE OF THAT PART OF SAID LOTS 4 AND 5  
 ACQUIRED BY THE NORTHWESTERN ELEVATED RAILROAD BY DOCUMENT NUMBER 2769011 IN  
 LILL AND DIVERSEY'S SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION  
 AFORESAID, TOGETHER WITH THAT PART OF THE VACATED NORTHWESTERLY 14 FOOT ALLEY  
 LYING NORTHEASTERLY OF THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 IN  
 CANAL TRUSTEES' SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT A POINT  
 ON THE NORTH LINE OF W ALTGELD STREET, 296.28 FEET EAST OF THE CENTER LINE OF N  
 SHEFFIELD AVENUE; THENCE NORTH PARALLEL WITH THE CENTER LINE OF N SHEFFIELD  
 AVENUE, 100.0 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID 14  
 FOOT ALLEY, TO A POINT ON THE NORTH LINE OF W ALTGELD STREET, 396.28 FEET EAST  
 OF THE CENTER LINE OF N SHEFFIELD AVENUE; THENCE WEST ALONG THE NORTH LINE OF  
 SAID W ALTGELD STREET, 100.0 FEET TO THE PLACE OF BEGINNING, LYING SOUTHWESTERLY  
 OF THE SOUTHWESTERLY LINE OF LOTS 2 THROUGH 9 BOTH INCLUSIVE, LYING NORTH OF THE  
 NORTH LINE OF LOT 11, LYING NORTH AND NORTHEASTERLY OF THE NORTH AND  
 NORTHEASTERLY LINES OF LOT 12, LYING SOUTHEASTERLY AND SOUTHWESTERLY OF THE  
 SOUTHEASTERLY AND SOUTHWESTERLY LINES OF LOT 15, LYING EAST OF THE NORTHERLY  
 EXTENSION OF THE WEST LINE OF LOT 12, LYING NORTHWESTERLY OF THE SOUTHWESTERLY  
 EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 9 ALL IN THE SUBDIVISION OF  
 LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID AND LYING NORTH OF  
 THE SOUTH LINE OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 AFORESAID, ALL IN  
 TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES  
 ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 18.75 FEET CHICAGO CITY DATUM  
 AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 27.50 FEET  
 CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT (THE MOST EASTERLY CORNER  
 OF SAID TRACT ALSO BEING THE MOST EASTERLY CORNER OF SAID LOT 9); THENCE NORTH  
 45°05'01" WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 224.84  
 FEET (THE NORTHEASTERLY LINE OF SAID TRACT ALSO BEING THE SOUTHWESTERLY LINE OF  
 NORTH LINCOLN AVENUE); THENCE SOUTH 44°54'59" WEST, 89.87 FEET TO A POINT  
 HERINAFTER REFERRED TO AS POINT A; THENCE SOUTH 45°20'04" WEST, 1.78 FEET TO

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THE PLACE OF BEGINNING; THENCE SOUTH  $45^{\circ}20'02''$  WEST, 17.54 FEET; THENCE NORTH  $44^{\circ}06'19''$  WEST, 20.47 FEET; THENCE NORTH  $44^{\circ}59'25''$  EAST, 13.0 FEET; THENCE NORTH  $65^{\circ}00'11''$  EAST, 2.79 FEET; THENCE NORTH  $44^{\circ}57'35''$  EAST, 3.30 FEET; THENCE SOUTH  $45^{\circ}13'55''$  EAST, 12.67 FEET; THENCE SOUTH  $44^{\circ}02'58''$  WEST, 1.76 FEET; THENCE SOUTH  $45^{\circ}06'31''$  EAST, 6.92 FEET TO THE PLACE OF BEGINNING, TOGETHER WITH THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 18.75 FEET CHICAGO CITY DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 23.95 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT POINT 'A' AFORESAID; THENCE SOUTH  $45^{\circ}20'04''$  WEST 1.78 FEET; THENCE NORTH  $45^{\circ}06'31''$  WEST 6.92 FEET; THENCE NORTH  $44^{\circ}02'58''$  EAST, 1.76 FEET; THENCE SOUTH  $45^{\circ}13'55''$  EAST, 6.96 FEET TO SAID POINT "A" AND THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2;

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A SINGLE TRACT OF LAND: LOTS 1 THROUGH 9 BOTH INCLUSIVE ALSO LOTS 11, 12 AND 15 (EXCEPT THAT PART OF SAID LOT 15 DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT 15; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 15, A DISTANCE OF 7.0 FEET; THENCE NORTH 9.89 FEET MORE OR LESS TO THE NORTHWESTERLY LINE OF SAID LOT 15; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 15, A DISTANCE OF 7.0 FEET TO THE PLACE OF BEGINNING IN THE SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOGETHER WITH THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF W. ALTGELD STREET, 296.28 FEET EAST OF THE CENTER LINE OF N SHEFFIELD AVENUE AND RUNNING THENCE NORTH PARALLEL WITH THE CENTER LINE OF SAID SHEFFIELD AVENUE, A DISTANCE OF 100.0 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF A 14 FEET WIDE VACATED ALLEY TO A POINT ON THE NORTH LINE OF SAID W ALTGELD STREET, 396.28 FEET EAST OF THE CENTER LINE OF SAID N SHEFFIELD AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID W ALTGELD STREET, 100.0 FEET TO THE PLACE OF BEGINNING, TOGETHER WITH THAT PART OF LOTS 4 AND 5 LYING EAST OF THE EAST LINE OF THAT PART OF SAID LOTS 4 AND 5 ACQUIRED BY THE NORTHWESTERN ELEVATED RAILROAD BY DOCUMENT 2769011 IN LILL AND DIVERSEY'S SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID, TOGETHER WITH THAT PART OF THE VACATED NORTHWESTERLY 14 FEET ALLEY LYING NORTHEASTERLY OF THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF W ALTGELD STREET, 296.28 FEET EAST OF THE CENTER LINE OF N SHEFFIELD AVENUE; THENCE NORTH PARALLEL WITH THE CENTER LINE OF N. SHEFFIELD AVENUE, 100.0 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID 14 FOOT ALLEY, TO A POINT ON THE NORTH LINE OF W ALTGELD STREET, 396.28 FEET EAST OF THE CENTER LINE OF N SHEFFIELD AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID W. ALTGELD STREET, 100.0 FEET TO THE PLACE OF BEGINNING. LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF LOT 2 THROUGH 9 BOTH INCLUSIVE, LYING NORTH OF THE NORTH LINE OF LOT 11, LYING NORTH AND NORTHEASTERLY OF THE NORTH AND NORTHEASTERLY LINES OF LOT 12, LYING SOUTHEASTERLY AND SOUTHWESTERLY OF THE SOUTHEASTERLY AND SOUTHWESTERLY LINES OF LOT 15, LYING EAST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 12, LYING NORTHWESTERLY OF THE SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 9 ALL IN THE SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID AND LYING NORTH OF THE SOUTH LINE OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 AFORESAID, ALL IN TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +26.11 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID TRACT (THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID TRACT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 12), THENCE NORTH  $00^{\circ}18'25''$  WEST ALONG THE MOST SOUTHERLY WEST LINE OF SAID TRACT, A DISTANCE OF 92.12 FEET TO THE PLACE OF BEGINNING (SAID MOST SOUTHERLY WEST LINE ALSO BEING THE WEST LINE OF LOT 12 AFORESAID); THENCE CONTINUING NORTH  $00^{\circ}18'25''$  WEST ALONG SAID WEST LINE,



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A DISTANCE OF 37.06 FEET; THENCE NORTH  $89^{\circ}46'55''$  EAST, 40.73 FEET, THENCE SOUTH  $00^{\circ}15'14''$  EAST, 18.29 FEET; THENCE NORTH  $85^{\circ}02'12''$  EAST, 8.03 FEET; THENCE SOUTH  $00^{\circ}12'35''$  EAST, 18.70 FEET; THENCE SOUTH  $89^{\circ}33'58''$  WEST, 48.70 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 4:

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A SINGLE TRACT OF LAND; LOTS 1 THROUGH 9 BOTH INCLUSIVE ALSO LOTS 11, 12 AND 15 (EXCEPT THAT PART OF SAID LOT 15, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT 15; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 15, A DISTANCE OF 7.0 FEET; THENCE NORTH 9.89 FEET MORE OR LESS TO THE NORTHWESTERLY LINE OF SAID LOT 15; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 15, A DISTANCE OF 7.0 FEET TO THE PLACE OF BEGINNING IN THE SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOGETHER WITH THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF W. ALTGELD STREET, 296.28 FEET EAST OF THE CENTER LINE OF N SHEFFIELD AVENUE, AND RUNNING THENCE NORTH PARALLEL WITH THE CENTER LINE OF SAID SHEFFIELD AVENUE, A DISTANCE OF 100.0 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF A 14 FOOT WIDE VACATED ALLEY TO A POINT ON THE NORTH LINE OF SAID W. ALTGELD STREET, 396.28 FEET EAST OF THE CENTER LINE OF SAID N SHEFFIELD AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID WEST ALTGELD STREET, 100.0 FEET TO THE PLACE OF BEGINNING, TOGETHER WITH THAT PART OF SAID LOT 4 AND 5 ACQUIRED BY THE NORTHWESTERN ELEVATED RAILROAD BY DOCUMENT 2769011 IN LILL AND DIVERSEY'S SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID, TOGETHER WITH THAT PART OF THE VACATED NORTHWESTERLY 14 FOOT ALLEY LYING NORTHEASTERLY OF THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF W. ALTGELD STREET, 296.28 FEET EAST OF THE CENTER LINE OF N SHEFFIELD AVENUE; THENCE NORTH PARALLEL WITH THE CENTER LINE OF N SHEFFIELD AVENUE, 100.0 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID 14 FOOT ALLEY, TO A POINT ON THE NORTH LINE OF W. ALTGELD STREET, 396.28 FEET EAST OF THE CENTER LINE OF N SHEFFIELD AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID W. ALTGELD STREET, 100.0 FEET TO THE PLACE OF BEGINNING, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF LOT 2 THROUGH 9 BOTH INCLUSIVE, LYING NORTH OF THE NORTH LINE OF LOT 11, LYING NORTH AND NORTHEASTERLY OF THE NORTH AND NORTHEASTERLY LINES OF LOT 12, LYING SOUTHEASTERLY AND SOUTHWESTERLY OF THE SOUTHEASTERLY AND SOUTHWESTERLY LINES OF LOT 15, LYING EAST OF THE NORTHEASTERLY EXTENSION OF THE WEST LINE OF LOT 12, LYING NORTHWESTERLY OF THE SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 9 ALL IN THE SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID AND LYING NORTH OF THE SOUTH LINE OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 AFORESAID, ALL IN TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +24.76 FEET CHICAGO CITY DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.71 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT (THE MOST EASTERLY CORNER OF SAID TRACT ALSO BEING THE MOST EASTERLY CORNER OF SAID LOT 9); THENCE NORTH  $45^{\circ}05'01''$  WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 20.95 FEET (THE NORTHEASTERLY LINE OF SAID TRACT ALSO BEING THE SOUTHWESTERLY LINE OF N. LINCOLN AVENUE); THENCE SOUTH  $44^{\circ}54'59''$  WEST, 16.85 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH  $45^{\circ}14'45''$  WEST, 14.97 FEET; THENCE NORTH  $44^{\circ}45'15''$  WEST, 9.31 FEET; THENCE NORTH  $45^{\circ}14'45''$  EAST, 14.97 FEET; THENCE SOUTH  $44^{\circ}45'15''$  EAST, 9.31 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 5:

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A SINGLE TRACT OF LAND: LOTS 1 THROUGH 9 BOTH INCLUSIVE ALSO LOTS 11, 12 AND 15 (EXCEPT THAT PART OF

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SAID LOT 15 DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT 15; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 15, A DISTANCE OF 7.0 FEET; THENCE NORTH 9.89 FEET MORE OR LESS TO THE NORTHWESTERLY LINE OF SAID LOT 15; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 15, A DISTANCE OF 7.0 FEET TO THE PLACE OF BEGINNING IN THE SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOGETHER WITH THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF W ALTGELD STREET, 296.28 FEET EAST OF THE CENTER LINE OF N SHEFFIELD AVENUE AND RUNNING THENCE NORTH PARALLEL WITH THE CENTER LINE OF SAID SHEFFIELD AVENUE, A DISTANCE OF 100.0 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF A 14 FOOT WIDE VACATED ALLEY TO A POINT ON THE NORTH LINE OF SAID W ALTGELD STREET, 396.28 FEET EAST OF THE CENTER LINE OF SAID N SHEFFIELD AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID W ALTGELD STREET, 100.0 FEET TO THE PLACE OF BEGINNING, TOGETHER WITH THAT PART OF LOTS 4 AND 5 LYING EAST OF THE EAST LINE OF THAT PART OF SAID LOTS 4 AND 5 ACQUIRED BY THE NORTHWESTERN ELEVATED RAILROAD BY DOCUMENT 2769011 IN LILL AND DIVERSEY'S SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID, TOGETHER WITH THAT PART OF THE VACATED NORTHWESTERLY 14 FOOT ALLEY LYING NORTHEASTERLY OF THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF W ALTGELD STREET, 396.28 FEET EAST OF THE CENTER LINE OF N SHEFFIELD AVENUE; THENCE NORTH PARALLEL WITH THE CENTER LINE OF N SHEFFIELD AVENUE, 100.0 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID 14 FOOT ALLEY, TO A POINT ON THE NORTH LINE OF W ALTGELD STREET, 396.28 FEET EAST OF THE CENTER LINE OF N SHEFFIELD AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID W ALTGELD STREET, 100.0 FEET TO THE PLACE OF BEGINNING, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF LOTS 2 THROUGH 9 BOTH INCLUSIVE LYING NORTH OF THE NORTH LINE OF LOT 11, LYING NORTH AND NORTHEASTERLY OF THE NORTH AND NORTHEASTERLY LINES OF LOT 12, LYING SOUTHEASTERLY AND SOUTHWESTERLY OF THE SOUTHEASTERLY AND SOUTHWESTERLY LINES LOT 15, LYING EAST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 12, LYING NORTHWESTERLY OF THE SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 9 ALL IN THE SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID AND LYING NORTH OF THE SOUTH LINE OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 AFORESAID, ALL IN TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +24.76 FEET CHICAGO CITY DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.71 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT (THE MOST EASTERLY CORNER OF SAID TRACT ALSO BEING THE MOST EASTERLY CORNER OF SAID LOT 9); THENCE NORTH  $45^{\circ}05'01''$  WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 69.89 FEET (THE NORTHEASTERLY LINE OF SAID TRACT ALSO BEING THE SOUTHWESTERLY LINE OF N LINCOLN AVENUE); THENCE SOUTH  $44^{\circ}54'59''$  WEST, 17.64 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH  $44^{\circ}58'04''$  WEST, 15.12 FEET; THENCE NORTH  $45^{\circ}01'56''$  WEST, 9.82 FEET; THENCE NORTH  $44^{\circ}58'04''$  EAST 15.12 FEET; THENCE SOUTH  $45^{\circ}01'56''$  EAST, 9.82 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 6:

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A SINGLE TRACT OF LAND; LOTS 1 THROUGH 9 BOTH INCLUSIVE ALSO LOTS 11, 12 AND 15 (EXCEPT THAT PART OF SAID LOT 15 DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT 15; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 15, A DISTANCE OF 7.0 FEET; THENCE NORTH 9.89 FEET MORE OR LESS TO THE NORTHWESTERLY LINE OF SAID LOT 15; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 15, A DISTANCE OF 7.0 FEET TO THE PLACE OF BEGINNING IN THE SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOGETHER WITH THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS, BEGINNING AT A POINT ON

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THE NORTH LINE OF WEST ALTGELD STREET, 296.28 FEET EAST OF THE CENTER LINE OF N SHEFFIELD AVENUE AND RUNNING THENCE NORTH PARALLEL WITH THE CENTER LINE OF SAID SHEFFIELD AVENUE, A DISTANCE OF 100.0 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF A 14 FOOT WIDE VACATED ALLEY TO A POINT ON THE NORTH LINE OF SAID W ALTGELD STREET, 396.28 FEET EAST OF THE CENTER LINE OF SAID N SHEFFIELD AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID W ALTGELD STREET; 100 FEET TO THE PLACE OF BEGINNING, TOGETHER WITH THAT PART OF LOTS 4 AND 5 LYING EAST OF THE EAST LINE OF THAT PART OF SAID LOTS 4 AND 5 ACQUIRED BY THE NORTHWESTERN ELEVATED RAILROAD BY DOCUMENT 2769011 IN LILL AND DIVERSEY'S SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID, TOGETHER WITH THAT PART OF THE VACATED NORTHWESTERLY 14 FOOT ALLEY LYING NORTHEASTERLY OF THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF W ALTGELD STREET, 296.28 FEET EAST OF THE CENTER LINE OF N SHEFFIELD AVENUE; THENCE NORTH PARALLEL WITH THE CENTER LINE OF N SHEFFIELD AVENUE, 100 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID 14 FOOT ALLEY, TO A POINT ON THE NORTH LINE OF W ALTGELD STREET, 396.28 FEET EAST OF THE CENTER LINE OF N SHEFFIELD AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID W ALTGELD STREET, 100 FEET TO THE PLACE OF BEGINNING, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF LOTS 2 THROUGH 9 BOTH INCLUSIVE, LYING NORTH OF THE NORTH LINE OF LOT 11, LYING NORTH AND NORTHEASTERLY OF THE NORTH AND NORTHEASTERLY LINES OF LOT 12, LYING NORTHEASTERLY AND SOUTHWESTERLY OF THE SOUTHEASTERLY AND SOUTHWESTERLY LINES OF LOT 15, LYING EAST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 12, LYING NORTHWESTERLY OF THE SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 9 ALL IN THE SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID AND LYING NORTH OF THE SOUTH LINE OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 AFORESAID, ALL IN TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +24.76 FEET CHICAGO CITY DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.71 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT (THE MOST EASTERLY CORNER OF SAID TRACT ALSO BEING THE MOST EASTERLY CORNER OF SAID LOT 9); THENCE NORTH  $45^{\circ}05'01''$  WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 120.31 FEET (THE NORTHEASTERLY LINE OF SAID TRACT ALSO BEING THE SOUTHWESTERLY LINE OF N LINCOLN AVENUE); THENCE SOUTH  $44^{\circ}54'59''$  WEST, 17.70 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH  $44^{\circ}46'18''$  WEST 15.06 FEET; THENCE NORTH  $45^{\circ}13'42''$  WEST, 9.31 FEET; THENCE NORTH  $44^{\circ}46'18''$  EAST 15.06 FEET; THENCE SOUTH  $45^{\circ}13'42''$  EAST, 9.31 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A SINGLE TRACT OF LAND; LOTS 1 THROUGH 9 BOTH INCLUSIVE ALSO LOTS 11, 12 AND 15 (EXCEPT THAT PART OF SAID LOT 15 DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT 15; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 15, A DISTANCE OF 7.0 FEET; THENCE NORTH 9.89 FEET MORE OR LESS TO THE NORTHWESTERLY LINE OF SAID LOT 15, THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 15, A DISTANCE OF 7.0 FEET TO THE PLACE OF BEGINNING IN THE SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOGETHER WITH THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF W ALTGELD STREET, 296.28 FEET EAST OF THE CENTER LINE OF N SHEFFIELD AVENUE AND RUNNING THENCE NORTH PARALLEL WITH THE CENTER LINE OF SAID SHEFFIELD AVENUE, A DISTANCE OF 100.0 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF A 14 FOOT WIDE VACATED ALLEY TO A POINT ON THE NORTH LINE OF SAID W ALTGELD STREET, 396.28 FEET EAST OF THE CENTER LINE OF SAID N SHEFFIELD AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID W ALTGELD STREET,



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100.0 FEET TO THE PLACE OF BEGINNING, TOGETHER WITH THAT PART OF LOTS 4 AND 5 LYING EAST OF THE EAST LINE OF THAT PART OF SAID LOTS 4 AND 5 ACQUIRED BY THE NORTHWESTERN ELEVATED RAILROAD BY DOCUMENT 2769011 IN LILL AND DIVERSEY'S SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID, TOGETHER WITH THAT PART OF THE VACATED NORTHWESTERLY 14 FOOT ALLEY LYING NORTHEASTERLY OF THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF W. ALTGELD STREET, 296.28 FEET EAST OF THE CENTER LINE OF N. SHEFFIELD AVENUE; THENCE NORTH PARALLEL WITH THE CENTER LINE OF N SHEFFIELD AVENUE, 100.0 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID 14 FOOT ALLEY, TO A POINT ON THE NORTH LINE OF W ALTGELD STREET, 396.28 FEET EAST OF THE CENTER LINE OF N SHEFFIELD AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID W. ALTGELD STREET, 100.0 FEET TO THE PLACE OF BEGINNING, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF LOTS 2 THROUGH 9 BOTH INCLUSIVE, LYING NORTH OF THE NORTH LINE OF LOT 11, LYING NORTH AND NORTHEASTERLY OF THE NORTH AND NORTHEASTERLY LINES OF LOT 12, LYING SOUTHEASTERLY AND SOUTHWESTERLY OF THE SOUTHEASTERLY AND SOUTHWESTERLY LINES OF LOT 15, LYING EAST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 12, LYING NORTHWESTERLY OF THE SOUTHWESTERLY EXTENSION TO THE SOUTHEASTERLY LINE OF LOT 9 ALL IN THE SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID AND LYING NORTH OF THE SOUTH LINE OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 AFORESAID, ALL IN TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +24.76 FEET CHICAGO CITY DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.71 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT (THE MOST EASTERLY CORNER OF SAID TRACT ALSO BEING THE MOST EASTERLY CORNER OF SAID LOT 9); THENCE NORTH  $45^{\circ}05'01''$  WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 170.32 FEET (THE NORTHEASTERLY LINE OF SAID TRACT ALSO BEING THE SOUTHWESTERLY LINE OF N LINCOLN AVENUE); THENCE SOUTH  $44^{\circ}54'59''$  WEST, 17.64 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH  $44^{\circ}00'45''$  WEST, 15.03 FEET; THENCE NORTH  $44^{\circ}59'15''$  WEST, 9.29 FEET; THENCE NORTH  $45^{\circ}00'45''$  EAST, 15.03 FEET; THENCE SOUTH  $44^{\circ}59'15''$  EAST, 9.29 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 8:

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A SINGLE TRACT OF LAND: LOTS 1 THROUGH 9 BOTH INCLUSIVE ALSO LOTS 11, 12 AND 15 (EXCEPT THAT PART OF SAID LOT 15 DESCRIBED AS FOLLOWS: COMMENCING AT THE WESTERLY CORNER OF SAID LOT 15; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 15, A DISTANCE OF 7.0 FEET; THENCE NORTH 9.89 FEET MORE OR LESS TO THE NORTHWESTERLY LINE OF SAID LOT 15; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 15, A DISTANCE OF 7.0 FEET TO THE PLACE OF BEGINNING IN THE SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOGETHER WITH THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF W ALTGELD STREET, 296.28 FEET EAST OF THE CENTER LINE OF N SHEFFIELD AVENUE AND RUNNING THENCE NORTH PARALLEL WITH THE CENTER LINE OF SAID SHEFFIELD AVENUE, A DISTANCE OF 100.0 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF A 14 FOOT WIDE VACATED ALLEY TO A POINT ON THE NORTH LINE OF SAID W. ALTGELD STREET, 396.28 FEET EAST OF THE CENTER LINE OF SAID N SHEFFIELD AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID W ALTGELD STREET, 100 FEET TO THE PLACE OF BEGINNING, TOGETHER WITH THAT PART OF LOTS 4 AND 5 LYING EAST OF THE EAST LINE OF THAT PART OF SAID LOTS 4 AND 5 ACQUIRED BY THE NORTHWESTERN ELEVATED RAILROAD BY DOCUMENT 2769011 IN LILL AND DIVERSEY'S SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID, TOGETHER WITH THAT PART OF THE VACATED NORTHWESTERLY 14 FOOT ALLEY LYING NORTHEASTERLY OF THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF W. ALTGELD STREET, 296.28 FEET EAST OF THE CENTER LINE OF N SHEFFIELD AVENUE;

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THENCE NORTH PARALLEL WITH THE CENTER LINE OF N SHEFFIELD AVENUE, 100 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID 14 FOOT ALLEY, TO A POINT ON THE NORTH LINE OF W ALTGELD STREET, 396.28 FEET EAST OF THE CENTER LINE OF N SHEFFIELD AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID W ALTGELD STREET, 100.0 FEET TO THE PLACE OF BEGINNING, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF LOTS 2 THROUGH 9 BOTH INCLUSIVE, LYING NORTH OF THE NORTH LINE OF LOT 11, LYING NORTH AND NORTHEASTERLY OF THE NORTH AND NORTHEASTERLY LINES OF LOT 12, LYING SOUTHEASTERLY AND SOUTHWESTERLY OF THE SOUTHEASTERLY AND SOUTHWESTERLY LINES OF LOT 15, LYING EAST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 12, LYING NORTHWESTERLY OF THE SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 9 ALL IN THE SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID AND LYING NORTH OF THE SOUTH LINE OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 AFORESAID, ALL IN TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +24.76 FEET CHICAGO CITY DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.71 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT (THE MOST EASTERLY CORNER OF SAID TRACT ALSO BEING THE MOST EASTERLY CORNER OF SAID LOT 9); THENCE NORTH  $45^{\circ}06'01''$  WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 219.48 FEET (THE NORTHEASTERLY LINE OF SAID TRACT ALSO BEING THE SOUTHWESTERLY LINE OF N LINCOLN AVENUE); THENCE SOUTH  $44^{\circ}54'59''$  WEST, 17.69 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH  $44^{\circ}53'39''$  WEST 5.16 FEET; THENCE NORTH  $45^{\circ}06'21''$  WEST, 0.55 FEET; THENCE SOUTH  $44^{\circ}53'39''$  WEST, 10.31 FEET; THENCE NORTH  $45^{\circ}06'21''$  WEST, 10.06 FEET; THENCE NORTH  $44^{\circ}53'39''$  EAST, 15.47 FEET; THENCE SOUTH  $45^{\circ}06'21''$  EAST, 10.15 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 9:

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A SINGLE TRACT OF LAND; LOTS 1 THROUGH 9 BOTH INCLUSIVE ALSO LOTS 11, 12 AND 15 (EXCEPT THAT PART OF SAID LOT 15 DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT 15; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 15, A DISTANCE OF 7.0 FEET; THENCE NORTH 9.89 FEET MORE OR LESS TO THE NORTHWESTERLY LINE OF SAID LOT 15; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 15, A DISTANCE OF 7.0 FEET TO THE PLACE OF BEGINNING IN THE SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOGETHER WITH THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF W ALTGELD STREET, 296.28 FEET EAST OF THE CENTER LINE OF N SHEFFIELD AVENUE AND RUNNING THENCE NORTH PARALLEL WITH THE CENTER LINE OF SAID SHEFFIELD AVENUE, A DISTANCE OF 100.0 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF A 14 FOOT WIDE VACATED ALLEY TO A POINT ON THE NORTH LINE OF SAID W ALTGELD STREET, 396.28 FEET EAST OF THE CENTER LINE OF SAID N SHEFFIELD AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID W ALTGELD STREET, 100.0 FEET TO THE PLACE OF BEGINNING, TOGETHER WITH THAT PART OF LOTS 4 AND 5 LYING EAST OF THE EAST LINE OF THAT PART OF SAID LOTS 4 AND 5 ACQUIRED BY THE NORTHWESTERN ELEVATED RAILROAD BY DOCUMENT 2769011 IN LILL AND DIVERSEY'S SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID, TOGETHER WITH THAT PART OF THE VACATED NORTHWESTERLY 14 FOOT ALLEY LYING NORTHEASTERLY OF THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF W ALTGELD STREET, 296.28 FEET EAST OF THE CENTER LINE OF N SHEFFIELD AVENUE; THENCE NORTH PARALLEL WITH THE CENTER LINE OF N SHEFFIELD AVENUE, 100.0 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE SAID 15 FOOT ALLEY, TO A POINT ON THE NORTH LINE OF W ALTGELD STREET, 396.28 FEET EAST OF THE CENTER LINE OF N SHEFFIELD AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID W ALTGELD STREET, 100.0 FEET TO THE PLACE OF BEGINNING, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF LOTS 2 THROUGH 9 BOTH INCLUSIVE, LYING NORTH OF THE NORTH LINE OF LOT 11, LYING NORTH AND NORTHEASTERLY OF THE NORTH AND NORTHEASTERLY LINES OF LOT 12, LYING SOUTHEASTERLY AND SOUTHWESTERLY OF THE SOUTHEASTERLY AND SOUTHWESTERLY LINES OF LOT 15, LYING EAST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT

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12, LYING NORTHWESTERLY OF THE SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 9 ALL IN THE SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID AND LYING NORTH OF THE SOUTH LINE OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 AFORESAID, ALL IN TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.71 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST EASTERLY CORNER OF SAID TRACT (THE MOST EASTERLY CORNER OF SAID TRACT ALSO BEING THE MOST EASTERLY CORNER OF SAID LOT 9); THENCE SOUTH  $45^{\circ}01'23''$  WEST ALONG THE SOUTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 66.01 FEET (THE SOUTHEASTERLY LINE OF SAID TRACT ALSO BEING THE SOUTHEASTERLY LINE OF SAID LOT 9); THENCE NORTH  $45^{\circ}11'09''$  WEST 251.0 FEET; THENCE NORTH  $45^{\circ}01'23''$  EAST 66.45 FEET TO THE NORTHEASTERLY LINE OF SAID TRACT; THENCE SOUTH  $45^{\circ}05'01''$  EAST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 251.0 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 10:

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A SINGLE TRACT OF LAND; LOTS 1 THROUGH 9 BOTH INCLUSIVE ALSO LOTS 11, 12 AND 15 (EXCEPT THAT PART OF SAID LOT 15 DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT 15; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 15, A DISTANCE OF 7.0 FEET; THENCE NORTH 9.89 FEET MORE OR LESS TO THE NORTHWESTERLY LINE OF SAID LOT 15; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 15, A DISTANCE OF 7.0 FEET TO THE PLACE OF BEGINNING IN THE SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOGETHER WITH THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF W. ALTGELD STREET 296.28 FEET EAST OF THE CENTER LINE OF N. SHEFFIELD AVENUE, AND RUNNING THENCE NORTH PARALLEL WITH THE CENTER LINE OF SAID SHEFFIELD AVENUE, A DISTANCE OF 100.0 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF A 14 FOOT WIDE VACATED ALLEY TO A POINT ON THE NORTH LINE OF SAID W. ALTGELD STREET, 396.28 FEET EAST OF THE CENTER LINE OF SAID N. SHEFFIELD AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID W. ALTGELD STREET, 100.0 FEET TO THE PLACE OF BEGINNING, TOGETHER WITH THAT PART OF LOTS 4 AND 5 LYING EAST OF THE EAST LINE OF THAT PART OF SAID LOTS 4 AND 5 ACQUIRED BY THE NORTHWESTERN ELEVATED RAILROAD BY DOCUMENT 2739011 IN LILL AND DIVERSEY'S SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID, TOGETHER WITH THAT PART OF THE VACATED NORTHWESTERLY 14 FOOT ALLEY LYING NORTHEASTERLY OF THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF W. ALTGELD STREET, 296.28 FEET EAST OF THE CENTER LINE OF N. SHEFFIELD AVENUE; THENCE NORTH PARALLEL WITH THE CENTER LINE OF N. SHEFFIELD AVENUE, 100.0 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID 14 FOOT ALLEY, TO A POINT ON THE NORTH LINE OF W. ALTGELD STREET, 396.28 FEET EAST OF THE CENTER LINE OF N. SHEFFIELD AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID W. ALTGELD STREET, 100.0 FEET TO THE PLACE OF BEGINNING, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF LOTS 2 THROUGH 9 BOTH INCLUSIVE, LYING NORTH OF THE NORTH LINE OF LOT 11, LYING NORTH AND NORTHEASTERLY OF THE NORTH AND NORTHEASTERLY LINES OF LOT 12, LYING SOUTHEASTERLY AND SOUTHWESTERLY OF THE SOUTHEASTERLY AND SOUTHWESTERLY LINES OF LOT 15, LYING EAST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 12, LYING NORTHWESTERLY OF THE SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 9 ALL IN THE SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID AND LYING NORTH OF THE SOUTH LINE OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 AFORESAID, ALL IN TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +36.65 FEET

CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT (THE MOST EASTERLY CORNER OF SAID TRACT ALSO BEING THE MOST EASTERLY CORNER OF SAID LOT 9; THENCE SOUTH  $45^{\circ}01'23''$  WEST, ALONG THE SOUTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 66.01 FEET TO THE PLACE OF BEGINNING (THE SOUTHEASTERLY LINE OF SAID TRACT ALSO BEING THE SOUTHEASTERLY



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LINE OF SAID LOT 9) THENCE CONTINUING SOUTH  $45^{\circ}01'23''$  WEST ALONG THE SOUTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 50.41 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH  $90^{\circ}00'00''$  WEST ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 14.02 FEET (THE SOUTH LINE OF SAID TRACT ALSO BEING THE NORTH LINE OF W. ALTGELD STREET AFORESAID) THENCE NORTH  $44^{\circ}31'10''$  WEST, 229.37 FEET; THENCE NORTH  $45^{\circ}01'23''$  EAST, 11.06 FEET; THENCE NORTH  $45^{\circ}05'01''$  WEST, 6.73 FEET; THENCE NORTH  $45^{\circ}01'23''$  EAST, 46.56 FEET; THENCE SOUTH  $45^{\circ}11'09''$  EAST, 245.0 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 11:

EASEMENT FOR INGRESS AND EGRESS, STRUCTURAL SUPPORT, USE OF FACILITIES, ENCROACHMENTS, COMMON WALLS, CIELINGS AND FLOORS, UTILITIES, AND MECHANICAL ROOMS FOR THE BENEFIT OF PARCELS 1 THROUGH 10, NOTED ABOVE, OVER AND ACROSS THAT PROPERTY DESCRIBED IN THE RECIPROCAL EASEMENT AND OPERATING AGREEMENT DATED JUNE \_\_, 2003 BETWEEN L.W. VAN GOGH INVESTMENT CORP. AND 2800 NORTH LINCOLN DEVELOPMENT CORP. AND RECORDED \_\_\_\_\_ AS DOCUMENT \_\_\_\_\_.

ADDRESS: 2515 – 2518 North Lincoln  
Chicago, IL

PINS: 14-29-419-019-0000 thru and including 14-29-419-024-0000;  
14-29-419-030-0000; 14-29-419-010-0000; and 14-29-419-011-0000.

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EXHIBIT A

PARCEL 2

## LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A SINGLE TRACT OF LAND:  
 LOTS 1 THROUGH 9 BOTH INCLUSIVE ALSO LOTS 11, 12, AND 15 (EXCEPT THAT PART OF SAID LOT 15 DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT 15; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 15, A DISTANCE OF 7.0 FEET; THENCE NORTH 9.89 FEET MORE OR LESS TO THE NORTHWESTERLY LINE OF SAID LOT 15; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 15, A DISTANCE OF 7.0 FEET TO THE PLACE OF BEGINNING IN THE SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOGETHER WITH THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF W. ALTGELD STREET, 296.28 FEET EAST OF THE CENTER LINE OF NORTH SHEFFIELD AVENUE AND RUNNING THENCE NORTH PARALLEL WITH THE CENTER LINE OF SAID SHEFFIELD AND RUNNING THENCE NORTH PARALLEL WITH THE CENTER LINE OF SAID SHEFFIELD AVENUE, A DISTANCE OF 100.0 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF 14 FOOT WIDE VACATED ALLEY TO A POINT ON THE NORTH LINE OF SAID W. ALTGELD STREET, 396.28 FEET EAST OF THE CENTER LINE OF SAID NORTH SHEFFIELD AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID W. ALTGELD STREET, 100.0 FEET TO THE PLACE OF BEGINNING, TOGETHER WITH THAT PART OF LOTS 4 AND 5 LYING EAST OF THE EAST LINE OF THAT PART OF SAID LOTS 4 AND 5 ACQUIRED BY THE NORTHWESTERN ELEVATED RAILROAD BY DOCUMENT 2769011 IN LILL AND DIVERSEY'S SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID, TOGETHER WITH THAT PART OF THE VACATED NORTHWESTERLY 14 FOOT ALLEY LYING NORTHEASTERLY OF THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF W. ALTGELD STREET, 296.28 FEET EAST OF THE CENTER LINE OF N. SHEFFIELD AVENUE; THENCE NORTH PARALLEL WITH THE CENTER LINE OF NORTH SHEFFIELD AVENUE 100.0 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID 14 FOOT ALLEY, TO A POINT ON THE NORTH LINE OF W. ALTGELD STREET, 396.28 FEET EAST OF THE CENTER LINE OF NORTH SHEFFIELD AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID W. ALTGELD STREET, 100.0 FEET TO THE PLACE OF BEGINNING, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF LOTS 2 THROUGH 9, BOTH INCLUSIVE, LYING NORTH OF THE NORTH LINE OF LOT 11, LYING NORTH AND NORTHEASTERLY OF THE NORTH AND NORTHEASTERLY LINES OF LOT 12, LYING SOUTHEASTERLY AND SOUTHWESTERLY OF THE SOUTHEASTERLY AND SOUTHWESTERLY LINES OF LOT 15, LYING EAST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 12, LYING NORTHWESTERLY OF THE SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 9 ALL IN THE SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID AND LYING NORTH OF THE SOUTH LINE OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 AFORESAID, ALL IN TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM SAID TRACT, THAT PART WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 17.0 FEET CHICAGO CITY DATUM WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 26.11 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT (THE MOST EASTERLY CORNER OF SAID TRACT ALSO BEING THE MOST EASTERLY CORNER OF SAID LOT 9); THENCE NORTH 45°-05'-01" WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 1.19 FEET (THE NORTHEASTERLY LINE OF SAID TRACT ALSO BEING THE SOUTHWESTERLY LINE OF N. LINCOLN AVENUE); THENCE SOUTH 44°-54'-59" WEST, 96.08 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 43°-40'-48" WEST, 15.57 FEET; THENCE SOUTH 46°-19'-12" EAST, 0.34 FEET; THENCE SOUTH 43°-40'-48" WEST, 4.97

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FEET; THENCE SOUTH  $90^{\circ}-00'-00''$  WEST, 0.09 FEET; THENCE NORTH  $44^{\circ}-42'-47''$  WEST, 24.87 FEET; THENCE NORTH  $46^{\circ}-55'-54''$  WEST 25.24 FEET; THENCE NORTH  $44^{\circ}-44'-57''$  WEST, 99.66 FEET; THENCE NORTH  $44^{\circ}-38'-12''$  EAST, 17.45 FEET; THENCE SOUTH  $45^{\circ}-21'-48''$  EAST 5.45 FEET; THENCE NORTH  $44^{\circ}-38'-12''$  EAST, 1.65 FEET; THENCE SOUTH  $45^{\circ}-24'-09''$  EAST, 20.54 FEET; THENCE NORTH  $43^{\circ}-47'-01''$  EAST, 0.40 FEET; THENCE SOUTH  $45^{\circ}-04'-06''$  EAST 24.19 FEET; THENCE NORTH  $44^{\circ}-55'-52''$  EAST 2.0 FEET; THENCE SOUTH  $45^{\circ}-04'-08''$  EAST, 24.18 FEET; THENCE NORTH  $44^{\circ}-55'-52''$  EAST 2.0 FEET; THENCE SOUTH  $45^{\circ}-02'-40''$ , 25.91 FEET; THENCE NORTH  $46^{\circ}-08'-11''$  EAST, 0.04 FEET; THENCE SOUTH  $44^{\circ}-22'-32''$  EAST, 19.84 FEET; THENCE SOUTH  $45^{\circ}-37'-20''$  WEST, 2.31 FEET; THENCE SOUTH  $44^{\circ}-55'-06''$  EAST, 30.16 FEET; THENCE NORTH  $43^{\circ}-35'-58''$  EAST, 1.20 FEET; THENCE SOUTH  $46^{\circ}-12'-13''$  EAST, 23.12 FEET TO THE PLACE OF BEGINNING, ALSO EXCEPTING THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 18.75 FEET CHICAGO CITY DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 27.50 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT (THE MOST EASTERLY CORNER OF SAID TRACT ALSO BEING THE MOST EASTERLY CORNER OF SAID LOT 9); THENCE NORTH  $45^{\circ}-05'-01''$  WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 224.84 FEET (THE NORTHEASTERLY LINE OF SAID TRACT ALSO BEING THE SOUTHWESTERLY LINE OF N. LINCOLN AVENUE); THENCE SOUTH  $44^{\circ}-54'-59''$  WEST, 89.87 FEET TO A POINT HERINAFTER REFERRED TO AS POINT "A"; THENCE SOUTH  $45^{\circ}-20'-04''$  WEST, 1.78 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH  $45^{\circ}-20'-02''$  WEST, 17.54 FEET; THENCE NORTH  $44^{\circ}-06'-19''$  WEST 20.47 FEET; THENCE NORTH  $44^{\circ}-59'-25''$  EAST, 13.0 FEET; THENCE NORTH  $65^{\circ}-00'-11''$  EAST, 4.79 FEET; THENCE NORTH  $44^{\circ}-57'-35''$  EAST, 3.30 FEET; THENCE SOUTH  $45^{\circ}-13'-55''$  EAST, 12.67 FEET; THENCE SOUTH  $44^{\circ}-02'-58''$  WEST, 1.76 FEET; THENCE SOUTH  $45^{\circ}-06'-31''$  EAST, 6.92 FEET TO THE PLACE OF BEGINNING, ALSO EXCEPTING THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 18.75 FEET CHICAGO CITY DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 23.95 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS; BEGINNING AT A POINT "A" AFORESAID; THENCE SOUTH  $45^{\circ}-20'-04''$  WEST, 1.78 FEET; THENCE NORTH  $45^{\circ}-06'-31''$  WEST, 6.92 FEET; THENCE NORTH  $44^{\circ}-02'-58''$  EAST, 1.76 FEET; THENCE SOUTH  $45^{\circ}-13'-55''$  EAST, 6.96 FEET TO SAID POINT "A" AND THE PLACE OF BEGINNING, ALSO EXCEPTING THAT PART OF SAID TRACT WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 26.11 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID TRACT (THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID TRACT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 12); THENCE NORTH  $00^{\circ}-18'-25''$  WEST ALONG THE MOST SOUTHERLY WEST LINE OF SAID TRACT, A DISTANCE OF 92.12 FEET TO THE PLACE OF BEGINNING (SAID MOST SOUTHERLY WEST LINE ALSO BEING THE WEST LINE OF LOT 12 (AFORESAID)); THENCE CONTINUING NORTH  $00^{\circ}-18'-25''$  WEST ALONG THE SAID WEST LINE, A DISTANCE OF 37.06 FEET; THENCE NORTH  $89^{\circ}-46'-55''$  EAST, 40.72 FEET; THENCE SOUTH  $00^{\circ}-15'-14''$  EAST, 18.29 FEET; THENCE NORTH  $89^{\circ}-02'-12''$  EAST, 8.03 FEET; THENCE SOUTH  $00^{\circ}-12'-35''$  EAST, 18.70 FEET; THENCE SOUTH  $89^{\circ}-33'-58''$  WEST, 49.70 FEET TO THE PLACE OF BEGINNING, ALSO EXCEPTING THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 24.76 FEET CHICAGO CITY DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.71 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT (THE MOST EASTERLY CORNER OF SAID TRACT ALSO BEING THE MOST EASTERLY CORNER OF SAID LOT 9); THENCE NORTH



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45°-05'-01" WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 20.85 FEET (THE NORTHEASTERLY LINE OF SAID TRACT ALSO BRING THE SOUTHWESTERLY LINE OF N. LINCOLN AVENUE); THENCE SOUTH 44°-54'-59" WEST, 16.85 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 45°-14'-45" WEST, 14.97 FEET; THENCE NORTH 44°-45'-15" WEST 9.31 FEET; THENCE NORTH 45°-14'-45" EAST, 14.97 FEET; THENCE SOUTH 44°-45'-15" EAST 9.31 FEET TO THE PLACE OF BEGINNING, ALSO EXCEPTING THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 24.76 FEET CHICAGO CITY DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.71 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT (THE MOST EASTERLY CORNER OF SAID TRACT ALSO BEING THE MOST EASTERLY CORNER OF SAID LOT 5); THENCE NORTH 45°-05'-01" WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 69.89 FEET (THE NORTHEASTERLY LINE OF SAID TRACT ALSO BEING THE SOUTHWESTERLY LINE OF N. LINCOLN AVENUE); THENCE SOUTH 44°-54'-59" WEST, 17.64 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 44°-58'-04" WEST, 15.12 FEET; THENCE NORTH 45°-01'-56" WEST, 9.82 FEET; THENCE NORTH 44°-58'-04" EAST 15.12 FEET; THENCE SOUTH 45°-01'-56" EAST, 9.82 FEET TO THE PLACE OF BEGINNING, ALSO EXCEPTING THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 24.76 FEET CHICAGO CITY DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.71 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT (THE MOST EASTERLY CORNER OF SAID TRACT ALSO BEING THE MOST EASTERLY CORNER OF SAID LOT 9); THENCE NORTH 45°-05'-01" WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 120.31 FEET (THE NORTHEASTERLY LINE OF SAID TRACT ALSO BEING THE SOUTHWESTERLY LINE OF N. LINCOLN AVENUE); THENCE SOUTH 44°-54'-59" WEST, 17.70 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 44°-42'-18" WEST, 15.06 FEET; THENCE NORTH 45°-13'-42" WEST, 9.31 FEET; THENCE NORTH 44°-46'-18" EAST, 15.06 FEET; THENCE SOUTH 45°-13'-42" EAST, 9.31 FEET TO THE PLACE OF BEGINNING, ALSO EXCEPTING THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 24.76 FEET CHICAGO CITY DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.71 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT (THE MOST EASTERLY CORNER OF SAID TRACT ALSO BEING THE MOST EASTERLY CORNER OF SAID LOT 9); THENCE NORTH 45°-05'-01" WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 170.32 FEET (THE NORTHEASTERLY LINE OF SAID TRACT ALSO BEING THE SOUTHWESTERLY LINE OF NORTH LINCOLN AVENUE); THENCE SOUTH 44°-54'-59" WEST, 17.64 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 45°-00'-45" WEST, 15.03 FEET; THENCE NORTH 44°-59'-15" WEST, 9.29 FEET; THENCE NORTH 45°-00'-45" EAST, 15.03 FEET; THENCE SOUTH 44°-59'-15" EAST, 9.29 FEET TO THE PLACE OF BEGINNING, ALSO EXCEPTING THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 24.76 FEET CHICAGO CITY DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.71 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT (THE MOST EASTERLY CORNER OF SAID TRACT ALSO BEING THE MOST EASTERLY CORNER OF SAID LOT 9); THENCE NORTH 45°-05'-01" WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 219.48 FEET (THE NORTHEASTERLY LINE OF SAID TRACT ALSO BEING THE SOUTHWESTERLY LINE OF N. LINCOLN AVENUE); THENCE SOUTH 44°-54'-59" WEST, 17.68 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 44°-53'-39" WEST, 5.16 FEET; THENCE NORTH 45°-06'-21" WEST, 0.55 FEET; THENCE SOUTH 44°-53'-39" WEST, 10.31 FEET; THENCE NORTH 45°-06'-21" WEST, 10.06 FEET; THENCE NORTH 44°-53'-39" EAST, 15.47 FEET;

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THENCE SOUTH  $45^{\circ}-06'-21"$  EAST, 10.61 FEET TO THE PLACE OF BEGINNING, ALSO EXCEPTING THAT PART OF SAID WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.71 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST EASTERLY CORNER OF SAID TRACT (THE MOST EASTERLY CORNER OF SAID TRACT ALSO BEING THE MOST EASTERLY CORNER OF SAID LOT 9); THENCE SOUTH  $45^{\circ}-01'-23"$  WEST ALONG THE SOUTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 66.01 FEET (THE SOUTHEASTERLY LINE OF SAID TRACT ALSO BEING THE SOUTHEASTERLY LINE OF SAID LOT 9); THENCE NORTH  $45^{\circ}-11'-09"$  WEST, 251.0 FEET; THENCE NORTH  $45^{\circ}-01'-23"$  EAST, 66.45 FEET TO THE NORTHEASTERLY LINE OF SAID TRACT; THENCE SOUTH  $45^{\circ}-05'-01"$  EAST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 251.0 FEET TO THE PLACE OF BEGINNING, ALSO EXCEPTING THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 36.65 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT (THE MOST EASTERLY CORNER OF SAID TRACT ALSO BEING THE MOST EASTERLY CORNER OF SAID LOT 9); THENCE SOUTH  $45^{\circ}-01'-23"$  WEST, ALONG THE SOUTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 66.01 FEET TO THE PLACE OF BEGINNING (THE SOUTHEASTERLY LINE OF SAID TRACT ALSO BEING THE SOUTHEASTERLY LINE OF SAID LOT 9); THENCE CONTINUING SOUTH  $45^{\circ}-01'-23"$  WEST ALONG THE SOUTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 50.41 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH  $90^{\circ}-00'-00"$  WEST ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 14.02 FEET (THE SOUTH LINE OF SAID TRACT ALSO BEING THE NORTH LINE OF W. ALTGELD STREET AFORESAID) THENCE NORTH  $44^{\circ}-31'-10"$  WEST, 228.37 FEET; THENCE NORTH  $45^{\circ}-01'-23"$  EAST, 11.06 FEET, THENCE NORTH  $45^{\circ}-05'-01"$  WEST, 6.73 FEET, THENCE NORTH  $45^{\circ}-01'-23"$  EAST, 46.56 FEET, THENCE SOUTH  $45^{\circ}-11'-09"$  EAST, 245.00 FEET TO THE PLACE OF BEGINNING) ALL IN COOK COUNTY, ILLINOIS