

UNOFFICIAL COPY

THIS DOCUMENT WAS
PREPARED BY AND AFTER
RECORDING RETURN TO:
Robert A. Ohlhausen
54 West Hubbard
Suite 205
Chicago, Illinois 60610



Doc#: 0418112229
Eugene "Gene" Moore Fee: \$58.50
Cook County Recorder of Deeds
Date: 06/29/2004 01:11 PM Pg: 1 of 18

Property Address:
414 and 424 W. Goethe
424 W. Sullivan
1300 and 1310 N. Sedgwick
Chicago, Illinois

Property Identification No.:
17-04-132-046, 17-04-133-063
17-04-133-064, 17-04-134-011
17-04-134-012, 17-04-142-054

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT ("Agreement") made as of the ____ day of June, 2004 by and between the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY** (the "Authority"), a body politic and corporate established pursuant to the Illinois Housing Development Authority Act, ILCS 3805/1 *et seq.*, as amended from time to time (the "Act") with its principal offices located at 401 North Michigan Avenue, Suite 900, Chicago, Illinois, **NEW EVERGREEN SEDGWICK, L.P.**, ("Owner"), an Illinois limited partnership, with its principal offices located at 54 West Hubbard, Chicago, Illinois 60610 and **NEAR NORTH DEVELOPMENT CORPORATION** ("Near North"), an Illinois not-for-profit corporation.

A. Authority and Owner entered into certain transactions evidenced by (1) that certain Mortgage, Security Agreement and Assignment of Rents and Leases dated July 30, 2001 and recorded August 31, 2001 in Cook County, Illinois as Document 0010810350 made by Owner to Authority to secure a note for \$4,492,148.00; (2) that certain Purchase Money Mortgage dated July 31, 2001 and recorded August 31, 2001 in Cook County, Illinois as Document 001810353 made by Owner to Authority to secure a note for \$3,670,000.00; (3) that certain Low Income Housing Tax Credit Extended Use Agreement dated July 30, 2001 and recorded August 31, 2001 in Cook County, Illinois as document 0010810348 by and between Authority and Owner; (4) that certain Financing Statement filed August 31, 2001 in Cook County, Illinois as document 0010810351; (5) that certain Regulatory Agreement and Declaration of Restrictive Covenants dated July 30, 2001 and recorded August 31, 2001 in Cook County, Illinois as document 0010810349 by and between Authority and Owner and (6) that certain First Amendment to Regulatory Agreement recorded August 31, 2001 in Cook County, Illinois as document 0010810355.

B. Authority and Near North entered into that certain that certain Assignment of Purchase Money Mortgage dated July 31, 2001 and recorded August 31, 2001 in Cook County, Illinois as document 0010810354 made by Authority to Near North;

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C. The documents referred to in Paragraphs A and B above are collectively referred to in this Agreement as the "Documents"

D. The Documents all relate to the certain real property described on Exhibit A attached hereto (the "Property").

E. Owner had intended to record the 236(E)(2) Use Agreement dated July 31, 2001 by and between Owner and the Secretary of Housing and Urban Development ("HUD") attached hereto as Exhibit B (the "Use Agreement") prior to the recordation of each of the Documents. The Use Agreement was inadvertently not recorded prior to the recordation of each of the Documents. The Use Agreement was recorded June 9, 2004 in Cook County, Illinois as Document 0416119112.

F. Authority, Owner and Near North have agreed to subordinate the Documents to the Use Agreement and to treat the Use Agreement for all purposes as if it was recorded prior in time to each of the Documents.

NOW THEREFORE, in consideration of the mutual covenants contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Subordination. Notwithstanding anything to the contrary set forth in the Documents and regardless of the date any of the Documents were recorded, the Authority, Near North and Owner agree that the Documents shall at all times remain subordinate and inferior to the Use Agreement for all purposes and the Use Agreement shall be treated for all purposes as if it were recorded prior in time to each of the Documents.
2. Miscellaneous. This Agreement shall inure to the benefit of the parties hereto, their respective successors and permitted assigns, provided, however, that in the event of the assignment or transfer of the interest of Lender, all obligations and liabilities shall be the responsibility of the party to whom Lender's interest is assigned or transferred.
3. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
4. Representations and Warranties of the Parties. Each party warrants and represents to the other parties that the execution and delivery of this Agreement has been duly authorized by all necessary corporate action on the part of the representing party; that the person who signs this Agreement on behalf of such party is duly authorized to do so.

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

AUTHORITY:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY, body politic and corporate

By: *Richard B. Muller*
Name: *Richard B. Muller*
Title: *Assistant General Counsel*

OWNER:

NEW EVERGREEN SEDGWICK, L.P., an Illinois limited partnership

By: New Evergreen Sedgwick, L.L.C., an Illinois limited liability company, general partner

By: RSD, L.P., a Delaware limited partnership, Manager

By: *Allison Davis*
Allison Davis, General Partner

NEAR NORTH:

NEAR NORTH DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation

By: *Albert L. Greene*
Name: *Albert L. Greene*
Title: *Chairman*

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

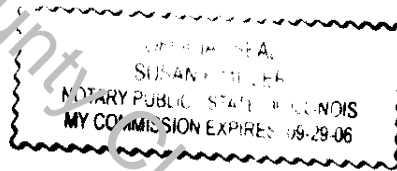
I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that RICHARD B Mueller personally known to me to be the ACTING GENERAL COUNSEL of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument in his capacity as ACTING GENERAL COUNSEL of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY as his free and voluntary act and deed and as the free and voluntary act and deed of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY, for the uses and purposes therein set forth.

Given under my hand and official seal this 23 day of JUNE, 2004

Susan E. Miller

Notary Public

(Use this space for notary stamp/steal)



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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Allison Davis, General Partner of RSD, L.P., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as General Partner of RSD, L.P., he signed and delivered the said instrument as the free and voluntary act of RSD, L.P., as the free and voluntary act of New Evergreen Sedgwick, L.P., of which New Evergreen Sedgwick, L.L.C. is the general partner, for the uses and purposes therein set forth.

Given under my hand and official seal this 24th day of June, 2004

Melinda Kelly
Notary Public

(Use this space for notary stamp/steal)



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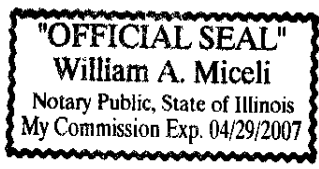
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Robert Greene, Chairman of NEAR NORTH DEVELOPMENT CORPORATION, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as Chairman of NEAR NORTH DEVELOPMENT CORPORATION, he signed and delivered the said instrument as the free and voluntary act of NEAR NORTH DEVELOPMENT CORPORATION, for the uses and purposes therein set forth.

Given under my hand and official seal this 17th day of June, 2004

William A. Miceli
Notary Public

(Use this space for notary stamp/steal)




Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

NEAR NORTH NATIONAL TITLE CORPORATION
www.nnnt.com



TELEPHONE: 312.419.3900 FAX: 312.419.0569

Property of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION****PARCEL A:**

THE NORTH 22.0 FEET OF LOT 1 AND ALL OF THE NORTH AND SOUTH PUBLIC ALLEY, LYING WEST OF AND ADJOINING THE NORTH 22.00 FEET OF LOT 1 ALL IN THE SUBDIVISION OF BLOCK 8 AND A STREET IN BLOCK 9 IN BUTTERFIELD'S ADDITION TO CHICAGO, A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL B:

LOTS 1 TO 9, BOTH INCLUSIVE IN SULLIVAN'S SUBDIVISION OF BLOCK 6; ALSO THE 10-FOOT NORTH/SOUTH VACATED ALLEY, LYING EAST OF AND ADJOINING LOT 3 IN SAID SULLIVAN'S SUBDIVISION; ALSO LOTS 1 TO 9, BOTH INCLUSIVE IN HEIN'S SUBDIVISION OF BLOCKS 7 AND 20, ALL TAKEN AS ONE TRACT, SAID BLOCKS 6, 7 AND 20, BEING IN BUTTERFIELD'S ADDITION TO CHICAGO, A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 AND IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING FROM THE ABOVE DESCRIBED TRACT THAT PART THEREOF, LYING WEST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID LOT 9 IN SULLIVAN'S SUBDIVISION, SAID POINT BEING 44.00 FEET EAST OF THE NORTHWEST CORNER OF LOT 10 IN SAID SULLIVAN'S SUBDIVISION; THENCE SOUTHERLY 28.17 FEET ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 10 TO THE POINT OF CURVATURE; THENCE SOUTHWESTERLY 16.65 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 51.00 FEET, CONVEX EASTERLY TO THE POINT OF INTERSECTION WITH A LINE 32.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 10 IN THE AFORESAID HEIN'S SUBDIVISION; THENCE SOUTHERLY 86.92 FEET ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF LOT 9 IN SAID HEIN'S SUBDIVISION ALL IN COOK COUNTY, ILLINOIS.

PARCEL C:

LOTS 1 TO 10, INCLUSIVE (EXCEPT THAT PART OF SAID LOTS TAKEN FOR THE WIDENING OF WEST SULLIVAN STREET) IN ASSESSOR'S

UNOFFICIAL COPY

DIVISION OF LOT 5 IN BUTTERFIELD'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 AND IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL D:

THE NORTH 22.00 FEET OF LOTS 2 AND 3 AND THE 40-FOOT PUBLIC STREET ADJACENT TO LOTS 2 AND 3; EXCEPT THAT PART OF LOT 2, LYING WEST OF A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF SAID LOT 2 THROUGH A POINT 109.75 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 2 IN OSCAR MAYER'S RESUBDIVISION OF VARIOUS LOTS AND VACATED ALLEYS IN VARIOUS SUBDIVISIONS IN THE WEST 1/2 OF THE NORTHEAST 1/4 AND IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 21, 1980 AS DOCUMENT 25677341 AND FILED NOVEMBER 21, 1980 AS LR3189994, IN COOK COUNTY, ILLINOIS.

ALSO

THE SOUTH 1/2 OF VACATED GOETHE STREET, LYING NORTH OF AND ADJOINING LOT 2 AND NORTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 3 ALL IN OSCAR MAYER'S RESUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL E:

NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCELS A, B, C AND D, AS CREATED BY EASEMENT AGREEMENT DATED FEBRUARY 6, 1998 AND RECORDED APRIL 27, 1998 AS DOCUMENT 98334220 MADE BY AND BETWEEN MELK DEVELOPMENT/MCL SCOTT SEDGWICK, L.P. AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 1, 1983 KNOWN AS TRUST NUMBER 56090 TO USE THE VEHICLE PARKING AREAS AND RELATED DRIVEWAYS AND SIDEWALKS, LOCATED ON THE PARKING AREA FROM TIME TO TIME, AS DEFINED THEREIN AND DESCRIBED AS FOLLOWS: THE SOUTH 18.00 FEET OF THE NORTH 159.00 FEET OF LOT 7 IN OSCAR MAYER'S RESUBDIVISION OF VARIOUS LOTS AND VACATED ALLEYS IN VARIOUS SUBDIVISIONS IN THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF

UNOFFICIAL COPY

SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

414 AND 424 W. GOETHE
424 W. SULLIVAN
1300 AND 1310 N. SEDGWICK
CHICAGO, ILLINOIS

PROPERTY IDENTIFICATION NO.:

17-04-132-046, 17-04-133-063
17-04-133-054, 17-04-134-011
17-04-134-012, 17-04-143-054


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EXHIBIT B

USE AGREEMENT

Property of Cook County Clerk's Office

NEAR NORTH NATIONAL TITLE CORPORATION
www.nnnt.com



TELEPHONE: 312.419.3900
FAX: 312.419.0569

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**THIS DOCUMENT WAS PREPAID BY
AND AFTER RECORDING, RETURN TO:**

**ROBERT A. OHLHAUSEN
54 WEST HUBBARD
SUITE 205
CHICAGO, IL 60610**

0418112229

Doc#: 0418119112
Eugene "Gene" Moore Fee: \$38.50
Cook County Recorder of Deeds
Date: 08/09/2004 01:46 PM Pg: 1 of 7

Property Address:
414 and 424 W. Goethe
424 W. Sullivan
1300 and 1310 N. Sedgwick
Chicago, Illinois

Property Identification No.:
17-04-132-046, 17-04-133-063
17-04-133-064, 17-04-134-011
17-04-134-012, 17-04-143-054

Evergreen Sedgwick

Chicago, Illinois

236(E)(2) USE AGREEMENT

This Agreement, entered into by the Secretary of Housing and Urban Development (the "Secretary" or "HUD"), and New Evergreen Sedgwick L.P., an Illinois limited partnership (Owner), provides as follows:

WHEREAS, New Evergreen Sedgwick (the "Project"), an 84 unit project located in Chicago, Illinois, was financed with a Secured Note (the "Mortgage Note") and Mortgage (the "Mortgage"), dated November 1, 1978 and [insured and] assisted by the Secretary under Section 236 of the National Housing Act (NHA), as amended, and covering real property as described in Exhibit "A" attached hereto, which Mortgage was recorded in the Cook County Recorder of Deeds at Chicago, IL as Document No. 23709330;

WHEREAS, the Owner has refinanced the Project with the Secretary's approval, that such refinancing involved a prepayment of the Mortgage Note and the creation of a successor Mortgage and Note with interest reduction payments ("IRP") to continue under the authority of section 236(e)(2) of the NHA, and pursuant to the terms of the Agreement for Interest Reduction Payments of even date herewith (collectively, the "Transaction");

WHEREAS, in exchange for the Secretary's approval of the Transaction, the Owner has agreed to subject the Project to certain use restrictions, as set forth herein, which shall run with the land;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereby agree as follows:

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1. **Continuation of Section 8 Assistance.** The Project currently receives the benefit of Section 8 assistance for 17 units pursuant to the terms of the HAP Contract. The Owner agrees to accept and utilize project-based Section 8 assistance in accordance with the HAP Contract, and agrees to accept on the same terms and conditions of the existing HAP Contract, any renewal or extension of the HAP Contract or any contract under a program designated by the Secretary as a successor to the Section 8 program for as long as the IRP payments remain in effect, plus an additional five years.
2. (If applicable) **Termination of Section 8 Assistance.** In the event that the HAP Contract is terminated or not renewed, for any reason, the Owner shall continue to rent the Project under the terms of the Section 236 Interest Reduction Payments Agreement.
3. **Continuation of All Affordability Restrictions.** As a condition for receiving continued IRP under section 236(e)(2), the owner agrees, pursuant to that provision, "to operate the project in accordance with all low-income affordability restrictions for the project in connection with the Federal assistance for the project for a period having a duration not less than the term for which such interest reduction payments are to be made as a result of the section 236(e)(2) refinancing, plus an additional 5 years. By "all" low-income affordability restrictions and the word "Federal" before "assistance," the statutory provision requires the Continuation of any low-income affordability restrictions in effect at the project on the date of the prepayment of the section 236 mortgage, if *such* restrictions have resulted from Federal, as opposed to, for example, state or local assistance, whether such assistance is presently being provided, or was provided at some point in the past. Examples of affordability restrictions linked to Federal assistance can include, but not be limited to, the section 236 restrictions governing the use of IRP, use restrictions on projects that were preservation eligible and received preservation incentives pursuant to an approved plan of action, use restrictions deriving from tax credits, etc.

At the subject project, the following affordability restrictions shall continue for the period referred to in the preceding paragraph: The affordability restriction inherent, through the operation of the section 236 statute, and in the section 236 program, which is to provide affordable housing for low-income tenants, and, which as implemented by HUD, makes the housing affordable for tenants whose income is at 80 percent of median income or lower. Thus, all section 236 statutory and regulatory requirements governing rents and occupancy operate, including the establishment of basic and fair market rents, pursuant to 24 CFR 236(f) of the NHA.

4. **Physical Condition of the Property.** The owner shall, for the term of this use agreement, maintain the property in a condition that is decent, safe and sanitary, and in good repair. It shall do so in conformity with HUD requirements at 24 CFR Part 5, Subpart G, or any successor regulation.

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5. **Financial Reporting Requirements.** The owner shall, for the term of this use agreement comply with HUD financial reporting requirements at 24 CFR Part 5, Subpart G, or 7 any successor regulation.

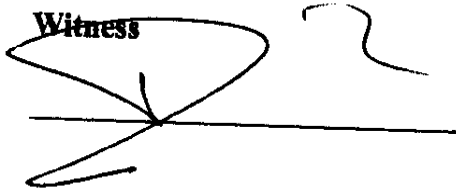
6. **Tenant-based Assistance.** The owner shall not unreasonably refuse to lease a dwelling unit to, or discriminate against, a prospective tenant because the tenant is the holder of a Certificate of Family Participation or a Voucher under Section 8 of the United States Housing Act of 1937 (42 USC Section 1437f).

7. **Runs With the Land.** This Agreement shall run with the land and be binding upon the Owner, as well as any successors and assigns. Notwithstanding the above sentence, upon conveyance of the Project during the term of this Agreement, the Owner shall by contract, require its successors or assignees to assume its obligations under this Agreement.

8. **Term.** This Agreement shall continue in full force and effect until October 1, 2023. [the term for which the IRP is to be made, plus an additional 5 years].

IN WITNESS WHEREOF, the parties hereto live executed this Agreement and have agreed that it shall be effective as of the 31st day of July, 2001.

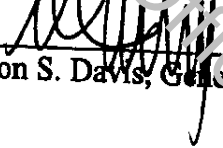
OWNER:

Witness


New Evergreen Sedgwick L.P.

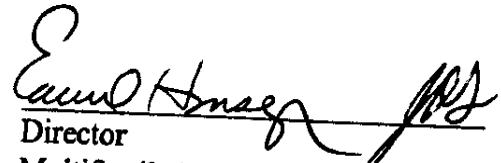
By: New Evergreen Sedgwick, LLC, an Illinois limited liability company, its general partner

By: RSD, LP, an Illinois limited partnership, Manager

By: 
Allison S. Davis, General Partner

SECRETARY OF HOUSING AND URBAN DEVELOPMENT

Witness

By: 
Director
Multifamily Housing Division
HUD

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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, certify that ALLISON DAVIS, the General Partner of RSD, L.P., an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such General Partner, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as the free and voluntary act of RSD, L.P., and as the free and voluntary act of New Evergreen Sedgwick, L.L.C., of which RSD, L.P. is the Manager, and of New Evergreen Sedgwick, L.P., of which New Evergreen Sedgwick, L.L.C., is the General Partner, for the uses and purposes herein set forth.

Given under my hand and Notarial Seal this 2nd day of June, 2004.



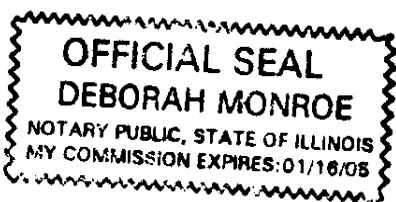
Melinda Kelly
Notary Public

My commission expires: 2/10/07

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, certify that EDWARD HINBERGER, personally known to me to be the DIRECTOR OF CHICAGO HUB of the SECRETARY OF HOUSING AND URBAN DEVELOPMENT, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such DIRECTOR appeared before me this day in person and acknowledged that he signed and delivered the said instrument as in his capacity as EVGM DIRECTOR of the SECRETARY OF HOUSING AND URBAN DEVELOPMENT, as his the free and voluntary act and deed and as the free and voluntary act of said the SECRETARY OF HOUSING AND URBAN DEVELOPMENT, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4th day of June, 2004.



Deborah Monroe
Notary Public

My commission expires: 1/16/05

UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION****PARCEL A:**

THE NORTH 22.0 FEET OF LOT 1 AND ALL OF THE NORTH AND SOUTH PUBLIC ALLEY, LYING WEST OF AND ADJOINING THE NORTH 22.00 FEET OF LOT 1 ALL IN THE SUBDIVISION OF BLOCK 8 AND A STREET IN BLOCK 9 IN BUTTERFIELD'S ADDITION TO CHICAGO, A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL B:

LOTS 1 TO 9, BOTH INCLUSIVE IN SULLIVAN'S SUBDIVISION OF BLOCK 6; ALSO THE 10 FOOT NORTH/SOUTH VACATED ALLEY, LYING EAST OF AND ADJOINING LOT 3 IN SAID SULLIVAN'S SUBDIVISION; ALSO LOTS 1 TO 9, BOTH INCLUSIVE IN HEIN'S SUBDIVISION OF BLOCKS 7 AND 20, ALL TAKEN AS ONE TRACT, SAID BLOCKS 6, 7 AND 20, BEING IN BUTTERFIELD'S ADDITION TO CHICAGO, A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 AND IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING FROM THE ABOVE DESCRIBED TRACT THAT PART THEREOF, LYING WEST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID LOT 9 IN SULLIVAN'S SUBDIVISION, SAID POINT BEING 44.00 FEET EAST OF THE NORTHWEST CORNER OF LOT 10 IN SAID SULLIVAN'S SUBDIVISION; THENCE SOUTHERLY 28.17 FEET ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 10 TO THE POINT OF CURVATURE; THENCE SOUTHWESTERLY 16.65 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 51.00 FEET, CONVEX EASTERLY TO THE POINT OF INTERSECTION WITH A LINE 32.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 10 IN THE AFORESAID HEIN'S SUBDIVISION; THENCE SOUTHERLY 86.92 FEET ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF LOT 9 IN SAID HEIN'S SUBDIVISION ALL IN COOK COUNTY, ILLINOIS.

PARCEL C:

LOTS 1 TO 10, INCLUSIVE (EXCEPT THAT PART OF SAID LOTS TAKEN FOR THE WIDENING OF WEST SULLIVAN STREET) IN ASSESSOR'S

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DIVISION OF LOT 5 IN BUTTERFIELD'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 AND IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL D:

THE NORTH 22.00 FEET OF LOTS 2 AND 3 AND THE 40-FOOT PUBLIC STREET ADJACENT TO LOTS 2 AND 3; EXCEPT THAT PART OF LOT 2, LYING WEST OF A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF SAID LOT 2 THROUGH A POINT 109.75 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 2 IN OSCAR MAYER'S RESUBDIVISION OF VARIOUS LOTS AND VACATED ALLEYS IN VARIOUS SUBDIVISIONS IN THE WEST 1/2 OF THE NORTHEAST 1/4 AND IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN THEREOF RECORDED NOVEMBER 21, 1980 AS DOCUMENT 25677341 AND FILED NOVEMBER 21, 1980 AS LR3189994, IN COOK COUNTY, ILLINOIS.

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PARCEL E:

NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCELS A, B, C AND D, AS CREATED BY EASEMENT AGREEMENT DATED FEBRUARY 6, 1998 AND RECORDED APRIL 27, 1998 AS DOCUMENT 98334220 MADE BY AND BETWEEN MELK DEVELOPMENT/MCL SCOTT SEDGWICK, L.P. AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 1, 1983 KNOWN AS TRUST NUMBER 56090 TO USE THE VEHICLE PARKING AREAS AND RELATED DRIVEWAYS AND SIDEWALKS, LOCATED ON THE PARKING AREA FROM TIME TO TIME, AS DEFINED THEREIN AND DESCRIBED AS FOLLOWS: THE SOUTH 18.00 FEET OF THE NORTH 159.00 FEET OF LOT 7 IN OSCAR MAYER'S RESUBDIVISION OF VARIOUS LOTS AND VACATED ALLEYS IN VARIOUS SUBDIVISIONS IN THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF

UNOFFICIAL COPY

SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

414 AND 424 W. GOETHE
424 W. SULLIVAN
1300 AND 1310 N. SEDGWICK
CHICAGO, ILLINOIS

PROPERTY IDENTIFICATION NO.:

17-04-132-046, 17-04-133-063
17-04-133-064, 17-04-134-011
17-04-134-012, 17-04-143-054

Property of Cook County Clerk's Office