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ARED BY

THIS INSTRUMENT PREPARED BY AND PLEASE RETURN TO: JENNIFER L. WORSTELL, ESQ. 100 WEST MONROE STREET #1500 CHICAGO, ILLINOIS 60603 Doc#: 0425932049
Eugene "Gene" Moore Fee: \$48.50
Cook County Recorder of Deeds
Date: 09/15/2004 12:22 PM Pg: 1 of 13

COMMONLY KNOWN AS:

6812-14 N. ASHLAND AVENUE, CHICAGO, ILLINOIS

P.I.N.:

P.I.N.:

11-31-226-024-0000

COMMONLY KNOWN AS:

6816-18 N. ASHLAND AVENUE, CHICAGO, ILLINOIS

11-31-226-023-0000

SUBORDINATION AGREEMENT AND INTERCREDITOR AGREEMENT

THIS AGREEMENT is executed on September 2, 2004, among Builders Capital, LLC, an Illinois limited liability company ("Juntor Lender"), 6812-14 N. Ashland, LLC, an Illinois limited liability company, and 6816-18 N. Ashland Avenue, LLC, an Illinois limited liability company (collectively "Mortgagors") for the benefit of Labe Bank, an Illinois banking corporation ("Senior Lender").

WITNESSE7 H:

- A. 6812-14 N. Ashland, LLC, an Illinois limited liability company, holds fee simple title to the property commonly known as 6812-14 N. Ashland, Chicago, Illinois ("Parcel No. 1"), and 6816-18 N. Ashland Avenue, LLC, an Illinois limited liability company, is about to obtain fee simple title to the property commonly known as 6816-18 N. Ashland, Chicago, Illinois ("Parcel No. 2"), both of which are legally described on Exhibit A attached her to and are sometimes collectively referred to herein as the "Real Estate." Junior Lender is the holder of the following security documents (collectively "Junior Security Documents") executed concurrently herewith and affecting the Real Estate:
 - 1. a Real Estate Mortgage, Assignment of Rents, Security Agreement and IJCC Fixture Filing ("Junior Mortgage");
 - 2. a Promissory Note in the amount of \$314,925 ("Junior Note");
 - 3. Construction Loan Agreement; and
 - 4. certain other documents of a security, evidentiary and collateral nature.
- B. The Junior Security Documents are encumbrances against the Real Estate, together with the buildings and improvements located thereon (the "Mortgaged Property").

- C. The Junior Security Documents are subject and inferior to the following documents in favor of Senior Lender executed previously or concurrently herewith (collectively "Senior Security Documents") affecting the Real Estate:
 - 1. a Construction Mortgage covering Parcel No. 1 ("Senior Mortgage No. 1"), which was recorded on February 5, 2004 with the Cook County Recorder of Deeds as Document No. 0403634085;
 - 2. an Assignment of Rents for Property covering Parcel No. 1, executed in connection with Senior Mortgage No. 1 ("Senior Assignment No. 1");
 - 3. a Promissory Note in the amount of \$1,877,000 executed in connection with Senior Mortgage No. 1 ("Senior Note No. 1");
 - 4. a Construction Loan Agreement executed in connection with Senior Mortgage No. 1 and Senior Note No. 1 ("Senior Construction Loan Agreement No. 1");
 - 5. a Mortgage covering Parcel No. 2 of even date herewith ("Senior Mortgage No. 2");
 - 6. an Assignment of Kents for Property covering Parcel No. 2 executed concurrently herewith in connection with Senior Mortgage No. 2 ("Senior Assignment No. 2") (Senior Assignment No. 1 and Senior Assignment No. 2 are collectively referred to herein as the "Senior Assignments");
 - 7. a Promissory Note in the amount of \$1,140,000 executed concurrently herewith in connection with Senior Mortgage No. 2 ("Senior Note No. 2") (Senior Note No. 1 and Senior Note No. 2 are collectively referred to perein as the "Senior Notes");
 - 8. a Loan Agreement executed concurrently be ewith in connection with Senior Mortgage No. 2 and Senior Note No. 2 ("Senior Loan Agreement No. 2") (Senior Construction Loan Agreement No. 1 and Senior Loan Agreement No. 2 are collectively referred to herein as the "Senior Loan Agreements"); and
 - 9. a Mortgage covering Parcel No. 1 of even date herewith ("Senior Mortgage No. 3") (Senior Mortgage No. 1, Senior Mortgage No. 2 and Senior Mortgage No. 3 are collectively referred to herein as the "Senior Mortgages").

Junior Lender hereby acknowledges that Senior Lender and 6816-18 N. Ashland Avenue, LLC may enter into a construction loan agreement, a construction mortgage and other agreements as Senior Lender requires for the planned construction on Parcel No. 2. In the event that Senior Lender and 6816-18 N. Ashland Avenue, LLC enter into a construction loan for improvements to Parcel No. 2, Junior Lender hereby agrees that the Junior Note shall be inferior to such loan, and further agrees that the Junior Security Documents shall be inferior to Senior Lender's security documents securing such loan, regardless of the order of recording.

D. As a condition to Senior Lender's approval of the placement of the lien of the Junior Mortgage on the Mortgaged Property, Senior Lender has required that Junior Lender execute this Agreement to confirm the priority of the Senior Security Documents over the Junior Security Documents and to confirm certain other agreements of the parties.

NOW THEREFORE, in consideration of Senior Lender's approval of the placement of the Junior Security Documents on the Mortgaged Property, Junior Lender does hereby covenant and agree with Senior Lender as follows:

- 1. The Junior Security Documents and any and all of the terms, modifications, amendments, renewals, additions, consolidations and extensions of the foregoing Junior Security Documents shall be subject and subordinate to all liens and security interests created under the Senior Security Documents for all sums which may be advanced, payable (including, without limitation, fixed, additional and contingent interest and prepayment premiums of all kinds) or secured thereunder (including, without limitation, sur a dvanced to protect, perfect, preserve or defend such liens or security interests), without notice to the holders of the Junior Security Documents and to any and all modifications, amendments, renewals, additions, consolidations, extensions and replacements of any of the Senior Security Documents.
- 2. Notwithstanding anything to the contrary contained in the Junior Security Documents:
 - (a) If any action or proceeding shall be brought to foreclose any of the Junior Security Documents, no lenant of any portion of the Mortgaged Property and/or no manager of the Mortgaged Property will be named as a party defendant in any such foreclosure action or proceeding, nor will any other action be taken with respect to any tenant of any portion of the Mortgaged Property, or with respect to any such manager, the effect of which would be to terminate any lease of any portion of the Mortgaged Property, or any such management agreement, without the consent of the holder of the outstanding Senior Security Documents.
 - If any action or proceeding shall be brought to foreclose the Junior Security Documents, no portion of the rents, issues and profits of the Mortgaged Property shall be collected except through a receiver appointed by the court in which such foreclosure action or proceeding is brought, after the notice of the application for the appointment of such receiver shall have been given to the holder of the outstanding Senior Security Documents; and that the rents, issues and profits so collected by such receiver shall be applied senior to the payment of maintenance and operating charges and disbursements incurred in connection with the operation and maintenance of the Mortgaged Property, and then to the payment of the indebtedness due and owing on, or to become due and owing on, the Scnior Security Documents; and, if during the pendency of any such foreclosure action or proceeding, an action or proceeding shall be brought by the holder of the Senior Security Documents for the foreclosure of such Senior Security Documents and an application is made for an extension of such receivership for the benefit of the holder of such Senior Security Documents, all such rents, issues and profits held by such receivers of the date of such application shall be applied by the receiver solely for the benefit of the holder of such Senior Security Documents and the holder(s) of the Junior Security Documents shall not be entitled to any portion thereof.
 - (c) If a notice of default or any action or proceeding shall be brought to foreclose the Junior Security Documents, due notice of such notice of default or of the commencement of such action or proceeding will be given to the holder of the outstanding Senior Security Documents and true copies of all such notices and all papers served or entered in any such action or proceeding will be served upon the

holder of such Senior Security Documents. Both parties hereby agree to notify the other parties in writing of any material defaults under either the Senior Security Documents or the Junior Security Documents within fifteen (15) days after receiving notice of such default and both parties agree to allow the other party thirty (30) days from the date of receipt of such notice to cure any such default under either the Senior Security Documents or the Junior Security Documents.

- (d) In the event the holder of the Senior Security Documents shall release, for the purposes of restoration of all or any part of the Mortgaged Property, its right, title and interest in and to the proceeds under policies of insurance thereon, and/or in and to any awards, or in and to other compensation made for any damages, losses or compensation for other rights by reason of a taking in eminent domain, the holders of the Junior Security Documents shall likewise for such purpose releases all of their rights, title and interest, if any, in and to such insurance proceeds or awards
- (e) Any assignment of rents or leases contained in the Junior Security Documents, or in any collateral assignment thereof if separate therefrom, shall be in all respects subject and subordinate to the Senior Security Documents and any collateral assignment of such rents or leases if separate therefrom.
- (f) The holders of the innier Security Documents shall not acquire, by subrogation or otherwise, any lien, estate, right or other interest in the Mortgaged Property which is or may be prior in right to the Senior Security Documents, including, without limitation, advances for real estate taxes and assessments or advances to cure any default under the Senior Security Documents.
- (g) If there is proposed any amendment, modifications, consolidation, extension or alteration of either the Junior Security Documents or the terms of the Junior Security Documents, then, prior to making any such amendment, modification, consolidation, extension or modification, Mortgago's and Junior Lender shall obtain the consent of the holder of the Senior Security Documents and further shall be required to: (i) have any guarantor of the Senior Security Documents consent to same, and (ii) provide evidence satisfactory to the holder of ite Senior Security Documents that foreclosure of the Junior Security Documents will not terminate or constitute a default under any lease or management agreement.
- (h) All provisions of the Junior Security Documents relating to the rights of the holders of the Junior Security Documents to receive insurance proceeds and condemnation awards or to have such insurance proceeds and condemnation awards assigned to such holder, or to determine the application or use of such insurance proceeds and condemnation awards (whether to restoration, costs or as and to the extent provided in the Senior Security Documents, the sums secured by such Senior Security Documents) shall have no force of effect until satisfaction and discharge of all obligations under the Senior Security Documents and release of the security interests set forth therein.
- (i) The indebtedness secured by the Junior Security Documents shall be limited to the principal amount of the promissory notes or instruments evidencing grants secured by the Junior Security Documents (in no event greater than three hundred (300%) percent of the Indebtedness Hereby Secured, as that term is defined in the

Junior Mortgage) plus certain accrued but unpaid interest. No other indebtedness of Mortgagors and no other further advances, if made, shall be secured by the lien of the Junior Security Documents.

- To further evidence the subordinations referred to in (a) through (i) above, Junior Lender agrees that, within twenty (20) days after request by the holder of the Senior Security Documents (which requests may be made from time to time, including, such times as future advances may be made to Mortgagors by Senior Lender) it will do, execute, acknowledge and deliver any and all such further acts, deeds, conveyances and instruments, or reaffirmations of this subordination, as the holder of such Senior Security Documents may reasonably request for the better assuring and evidencing of the foregoing subordinations.
- (k) In no event shall the provisions of the Junior Security Documents prohibit or restrict Mortgagors from executing, acknowledging and delivering all and every such further acts, deeds, conveyances and instruments that Mortgagors is obligated to deliver under the Senior Security Documents.
- The holde's of the Senior Security Documents and the Junior Security Documents shall sen i true copies of all default or acceleration notices, or of notices of the commencement crany action or proceeding under the Senior Security Documents or Junior Security Documents, and of all papers served or entered in any such action or proceeding, to the holder of the Senior Security Documents and Junior Security Documents, in the n anner for notices specified herein, contemporaneously with sending or serving the same to or on Mortgagors, or entering the same in such action or proceeding. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the mailing thereof by certified mail to the addresses hereafter set forth or to such other place as any party hereto may by notice in writing designate, shall constitute service · Copy Office of notice hereunder:

IF TO SENIOR LENDER:

Labe Bank

4343 N. Elston Avenue Chicago, Illinois 60641 Attn: Mr. William Bolsen

IF TO MORTGAGORS:

6812-14 N. Ashland, LLC 4266 W. Thorndale Chicago, Illinois 60646

Attn: Mr. Leigh Kimball Davis, Managing Member

6816-18 N. Ashland Avenue, LLC

4266 W. Thorndale Chicago, Illinois 60646

Attn: Mr. Leigh Kimball Davis, Managing Member

IF TO JUNIOR LENDER:

Builders Capital, LLC 210 Quail Ridge Drive Westmont, Illinois 60559 Attn: Denis J. Daly, Jr.

- (m) If a default shall occur beyond applicable grace periods under either of the Junior Security Documents, the holder of the Junior Security Documents shall not accelerate the debt secured by the Junior Security Documents without notifying the holder of the Senior Security Documents of such fact and giving the latter at least ten (10) days to cure the specified default (and shall accept any cure of the default tendered by or on behalf of the holder of such Senior Security Documents), subject to the additional limitations set forth in the Junior Security Documents.
- (n) Within twenty (20) days after request from the holder of the Senior Security Documents or the Junior Security Documents, the holders of the Junior Security Documents and/or Senior Security Documents, as the case may be, shall execute and deliver to the former an estoppel certificate stating: (i) the outstanding principal balance of the Junior Security Documents (or Senior Security Documents, as the case may be) and any accrued but unpaid interest thereon, (ii) the date to which interest and principal has been paid, (iii) that the Junior Security Documents (or Senior Security Documents, as the case may be) and promissory notes thereby secured have not been modified or amended, except as specified therein, and (iv) whether a notice of default has been sent under the Junior Security Documents (or Senior Security Documents, as the case may be), or the promissory notes thereby secured, which default remains uncured.
- 3. All of the foregoing sub ordination provisions and other agreements in this Subordination are for the express benefit of Senior Lender and any future holder of the Senior Security Documents.
- 4. In the event of any conflict between the provisions of this Subordination and any other provisions of the Junior Security Documents, the provisions of this Subordination shall take priority and shall control and apply.
- 5. This Subordination may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Subordination must be produced or exhibited, be the Subordination, but all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, Junior Lender, Mortgagors and Senior Lender have caused this Agreement to be executed as of the day and year above written.

SENIOR LENDER:	JUNIOR LENDER:			
Labe Bank, an Illinois banking corporation	Builders Capital, LLC, an Illinois limited liability company			
By: William & Solve J. Its Vice President	By:			
Its Vice President				

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MORTGAGORS: 6812-14 N. Ashland, LLC, an Illinois limited liability company By: Leigh Kimball Davis, Managing Member 6816-18 N. Ashland Avenue, LLC, an Illinois limited liability company Leigh Kimball Davis, Managing Member STATE OF ILLENOIS)SS COUNTY OF COOK The undersigned a Notary Public in and for the State and County aforesaid, does hereby certify that William Colon F and John Olszewski, Viet has with and with the first personally known to me to be the same persons who se names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their 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 Scal Notary Public STATE OF ILLINOIS OFFICIAL SEAL ÌSS SONIA RODRIGUEZ NOTARY PUBLIC - STATE OF ILLINOIS COUNTY OF COOK The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Denis J. Daly, Jr., Managing Member of Builders Capital, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

- 7 -

Notary Public

GIVEN under my hand and Notarial Seal , 2004.

0425932049 Page: 8 of 13

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STATE OF ILLINOIS)	
)	SS
COUNTY OF C O O K)	

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Leigh Kimball Davis, Managing Member of 6812-14 N. Ashland, LLC, an Illinois limited liability company, and 6816-18 N. Ashland Avenue, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability companies, for the uses and purposes therein set forth.

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- Occuments or the Junior Security Documents, the holders of the Junior Security Documents and/or Senior Security Documents, as the case may be, shall execute and deliver to the former an estoppel certificate stating: (i) the outstanding principal balance of the Junior Security Documents (or Senior Security Documents, as the case may be) and any accrued but unpaid interest thereon, (ii) the date to which interest and principal has been paid, (iii) that the Junior Security Documents (or Senior Security Documents, as the case may be) and promissory notes thereby secured have not been modified or amended, except as specified therein, and (iv) whether a notice of default has been sent under the Junior Security Documents (or Senior Security Documents, as the case may be), or the promissory notes thereby secured, which default remains uncured.
- 3. All of the foregoing subordination provisions and other agreements in this Subordination are for the express benefit of Senior Lender and any future holder of the Senior Security Documents.
- 4. In the event of any conflict between the provisions of this Subordination and any other provisions of the Junior Security Documents, the provisions of this Subordination shall take priority and shall control and apply.
- 5. This Subordination mry be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Subordination must be produced or exhibited, be the Subordination, but all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, Junior Lender. Mortgagors and Senior Lender have caused this Agreement to be executed as of the day and year above written.

SENIOR LENDER: 6812-14 N. Ashland, LLC, an Illinois limited liability company By: Leigh Kimball Davis, Managing Member Attest: Its 6816-18 N. Ashland Avenue, LLC, an Illinois limited liability company By: Leigh Kimball Davis, Managing Member Builders Capital, LLC, an Illinois limited liability company By: Denis J. Daly, Jr., Managing Member

0425932049 Page: 10 of 13

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STATE OF ILLINOIS)) SS	
COUNTY OF C O O K)	
The undersigned, a Notary Pu certify that			nty aforesaid, does hereby _, and oration, personally known
to me to be the same persons whose is before me this day in person and ackn as their own free and voluntary act and purposes therein set forth.	names are subso owledged that t	ribed to the foreg hey signed and de	soing instrument, appeared livered the said instrument
GIVEN under my hand and No	otarial Seal	, 2	004.
STATE OF ILLINOIS	Notary I	Public	
COUNTY OF COOK))SS)		
The undersigned, a Notary Fracertify that Denis J. Daly, Jr., Managliability company, personally known to foregoing instrument, appeared before delivered the said instrument as his ownsaid limited liability company, for the	ging Member of the second to me to be the second in the me this day in the second well and well and well.	f Builders Capita ame person whos person and ackno- intary act and as the	l, LLC, an Illinois limited e name is subscribed to the wledged that he signed and he free and voluntary act of
GIVEN under my hand and N	otarial Seal	<u>'</u> ,2	004.
	Notary 1	Public	
STATE OF ILLINOIS)) SS		S
COUNTY OF C O O K)		155.
The undersigned, a Notary Pucertify that Leigh Kimball Davis, M limited liability company, and 6816	anaging Memb	er of 6812-14 N.	Ashland, LLC, an Illinois

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Leigh Kimball Davis, Managing Member of 6812-14 N. Ashland, LLC, an Illinois limited liability company, and 6816-18 N. Ashland Avenue, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability companies, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal

NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. SEPT. 13,2016

Notary Public

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- (n) Within twenty (20) days after request from the holder of the Senior Security Documents or the Junior Security Documents, the holders of the Junior Security Documents and/or Senior Security Documents, as the case may be, shall execute and deliver to the former an estoppel certificate stating: (i) the outstanding principal balance of the Junior Security Documents (or Senior Security Documents, as the case may be) and any accrued but unpaid interest thereon, (ii) the date to which interest and principal has been paid, (iii) that the Junior Security Documents (or Senior Security Documents, as the case may be) and promissory notes thereby secured have not been modified or amended, except as specified therein, and (iv) whether a notice of default has been sent under the Junior Security Documents (or Senior Security Documents, as the case may be), or the promissory notes thereby secured, which default remains uncured.
- 3. All of the foregoing subordination provisions and other agreements in this Subordination are for the express benefit of Senior Lender and any future holder of the Senior Security Documents.
- 4. In the event of any conflict between the provisions of this Subordination and any other provisions of the Junior Security Documents, the provisions of this Subordination shall take priority and shall control and apply.
- 5. This Subord'in: tion may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Subordination must be produced or exhibited, be the Subordination, but all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, Junior Lender, Mortgagors and Senior Lender have caused this Agreement to be executed as of the day and year above written.

MORTGAGORS:

SENIOR LENDER:	
Labe Bank, an Illinois banking corporation	6312-14 N. Ashland, LLC, an Illinois limited liability company
Ву:	By:
Its	Leigh Kiraball Davis, Managing Member
Attest:	4/4/
<u>Its</u>	6816-18 N. Ashland Avenue, LLC, an Illinois
JUNIOR LENDER:	limited liability company
Builders Capital, Cl.C, an Illinois limited liability company	By: Leigh Kimball Davis, Managing Member
Denis J. Daly, Jr., Managing Member	

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).	Nota	ry Public		
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certify that De liability compa foregoing instr delivered the sa	nis J. Daly, Jr., Mar ny, personally know ument, appeared befo	raging Members to me to be to me this day own free and well as the contract of	er of Builders Cap he same person wh in person and ack voluntary act and a	County aforesaid, does he pital, LLC, an Illinois lin nose name is subscribed to mowledged that he signed is the free and voluntary a forth.	mited to the d and
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COUNTY OF	COOK) 33	(NOTARY PUBLIC, STATE OF MY COMMISSION EXPIRES 5	HLLINOIS -11-2008
certify that Lei limited liability company, perso instrument, app the said instrum	gh Kimball Davis, lower company, and 68 lower to me to eared before me this	Managing Men 6-18 N. Ashlo be the same p day in person and voluntary ac	mber of 6812-14] and Avenue, LLC erson whose name and acknowledged t and as the free an	county aforesaid, does he N. Ashlard, L.C., an Ill. Is, an Illinois limited liab is subscribed to the foreg I that he signed and delived d voluntary act of said lin	inois pility going gered
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GIVEN under my hand and Notarial S	Seal	_, 2004.
ì	Notary Public	

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EXHIBIT A LEGAL DESCRIPTION

PARCEL NO. 1:

LOT 5 IN BLOCK 43 IN ROGERS PARK, IN THE WEST ½ OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 6812-14 N. ASHLAND AVENUE, CHICAGO, ILLINOIS 11-31-226-024-0000 P.I.N.:

PARCEL NC. 2:

LOT 4 IN BLOCK 43 IN ROGERS PARK, BEING A SUBDIVISION OF THE NORTHEAST 1/4 AND THAT FART OF THE NORTHWEST 1/4 LYING EAST OF RIDGE ROAD IN SECTION 31 AND ALSO THE WEST ½ OF THE NORTHWEST 1/4 OF SECTION 32 AND ALSO ALL OF SECTION 30 LYING SOUTH OF THE INDIAN BOUNDARY LINE ALL IN TOWNSHIP 41 NORTH, PANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 6816-16 N. ASHLAND AVENUE, CHICAGO, ILLINOIS County Clarks Office 11-31-226-023-0000 P.I.N.:

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