

# UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:  
JEFFREY P. GRAY  
WILDMAN, HARROLD, ALLEN & DIXON LLP  
225 West Wacker Drive, Suite 2800  
Chicago, Illinois 60606



Doc#: 0436214287  
Eugene "Gene" Moore Fee: \$60.00  
Cook County Recorder of Deeds  
Date: 12/27/2004 01:31 PM Pg: 1 of 19

## SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made as of December 17, 2004 (this "Agreement"), between THE PRIVATEBANK AND TRUST COMPANY, a banking corporation organized and existing under the laws of the State of Illinois (the "Senior Lender"), and PURITAN FINANCE CORPORATION, an Illinois corporation (the "Subordinated Lender").

### RECITALS:

A. Senior Lender is the owner and holder of a certain \$4,720,000.00 promissory note dated December 17, 2004 (the "Senior Note"), made by 2101 W. Pershing LLC, an Illinois limited liability company (the "Borrower"), payable to the order of Senior Lender.

B. Senior Lender is also the owner and holder of the following documents in connection with the Senior Note:

(i) a mortgage agreement dated December 17, 2004 (the "Senior Mortgage") made by Borrower and recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder") on \_\_\_\_\_, 200\_, as Document No. 0436214286 encumbering certain property (the "Mortgaged Premises"), located in Chicago, Illinois and legally described on Exhibit A attached hereto;

(ii) a collateral assignment of leases and rents, dated December 17, 2004, made by Borrower and recorded with the Recorder on 0436214285 200\_, as Document No. \_\_\_\_\_;

(iii) a Loan Agreement dated December 17, 2004, between Borrower and Senior Lender;

(iv) a Security Agreement dated December 17, 2004, between Borrower and Senior Lender;

Box 400-CTCC

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(v) guaranties each dated December 17, 2004, executed by Robert A. Levin and Joseph Betancourt (collectively, "Guarantors" and singularly, a "Guarantor");

(vi) an Environmental Indemnity Agreement dated December 17, 2004 executed by Borrower and Guarantors; and

(vii) UCC-1 Financing Statements naming Borrower as debtor and Senior Lender as secured party.

The Senior Note, Senior Mortgage and all of the foregoing documents and instruments, together with all other documents and instruments evidencing and securing the loan evidenced by the Senior Note are hereinafter collectively referred to as the "Senior Loan Documents."

C. Subordinated Lender is the owner and holder of a certain \$1,500,000.00 promissory note, December 16, 2004 (the "Subordinated Note") made by Borrower payable to the order of Subordinated Lender.

D. Subordinated Lender is also the owner and holder of the following documents that certain junior mortgage, December 16, 2004 (the "Subordinated Mortgage"), recorded with the Recorder on \_\_\_\_\_, 200\_\_, as Document No. 0436214287, made in favor of Subordinated Lender, which encumbers the Mortgaged Premises and secures the Subordinated Note.

The Subordinated Note and Subordinated Mortgage and the documents and instruments evidencing and securing the loans evidenced by the Subordinated Note are hereinafter collectively referred to as the "Subordinated Loan Documents."

E. All obligations of Borrower to Senior Lender now existing or hereafter arising, due or to become due, under the Senior Note and the Senior Loan Documents are herein called the "Senior Liabilities."

F. All obligations of Borrower to Subordinated Lender now existing or hereafter arising, due or to become due, under the Subordinated Note, the Subordinated Mortgage and the Subordinated Loan Documents are herein called the "Subordinated Liabilities."

G. Senior Lender has agreed to make the loan evidenced by the Senior Note on the condition that Subordinated Lender enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and as an inducement to Senior Lender to make the loan evidenced by the Senior Note, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto represent, warrant and agree as follows:

1. Warranties of Subordinated Lender. Subordinated Lender represents and warrants that true, correct and complete copies of all documents evidencing and securing the Subordinated Liabilities have heretofore been delivered to Senior Lender and are described in Recital paragraph D. above.

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2. Subordination of Liens. Except as otherwise set forth below, Subordinated Lender hereby agrees that the Subordinated Liabilities are and shall be subordinate to the Senior Liabilities and that the liens and security interests created by the Subordinated Loan Documents are and shall be subordinate to the liens and security interests created by the Senior Loan Documents and to any and all amendments, modifications, extensions, replacements or renewals of the Senior Loan Documents, and to any and all advances heretofore made or hereafter to be made under the Senior Loan Documents pursuant to the terms thereof.

3. Subordination of Payment.

(a) Except as otherwise set forth below, until such time as the date on which the Senior Liabilities have been paid in full, the payment of the Subordinated Liabilities shall be postponed and subordinated to the payment of all of the Senior Liabilities, and Subordinated Lender shall accept no payments or other distributions whatsoever (including, without limitation, distributions of casualty insurance or condemnation proceeds) on account of the Subordinated Liabilities, nor shall any property or assets of Borrower be applied to the purchase or acquisition or retirement of any Subordinated Liabilities.

(b) Notwithstanding anything contained in the preceding paragraph to the contrary (a) Subordinated Lender shall be entitled to accept Permitted Payments (as defined below) from Borrower on account of the Subordinated Liabilities so long as no Event of Default under the Senior Liabilities has been declared at the time such payment is made by Borrower or received by Subordinated Lender, (ii) Subordinated Lender shall be entitled to accept payments or proceeds from any Permitted Enforcement Action (as defined below) or otherwise arising from and/or realized from the Subordinated Lender Primary Collateral (as defined below) at any time without restriction of any kind, and apply them to the Subordinated Liabilities, and (iii) to the extent Subordinated Lender holds funds under the Subordinated Note, it may apply such funds to the Subordinated Liabilities.

(c) The term "Permitted Payments" shall mean the monthly interest payments payable under the terms of the Subordinated Note and prepayment premium payable thereunder. The term "Permitted Enforcement Action" shall mean each of the following actions (none of which shall be prohibited by the terms of this Agreement, notwithstanding anything contained in this Agreement to the contrary): (i) the commencement by Subordinated Lender of any suit to obtain a judgment on any guaranty of the Subordinated Note executed by any Guarantor and pursue all available post-judgment remedies against any Guarantor, provided either (A) Senior Lender has consented in writing to such commencement by Subordinated Lender, or (B) Senior Lender has failed to commence any suit to obtain a judgment on any guaranty of the Senior Note executed by any Guarantor within 75 days of either Senior Lender notifying Subordinated Lender of the occurrence of a "default" or "event of default" under the Senior Loan Documents or Subordinated Lender notifying Senior Lender of the occurrence of a "default" or "event of default" under the Subordinated Loan Documents, and (ii) the exercise by Subordinated Lender of any remedies against any Guarantor or other obligor (other than Borrower) to enforce Subordinated Lender's lien or other rights in or upon any of the following collateral or to realize on any such collateral or proceeds thereof, including, without limitation, casualty insurance and condemnation awards related to such collateral (all of the following, collectively, the "Subordinated Lender Primary Collateral"): (A) the commercial real property commonly known

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as 4042-4060 N. Milwaukee Avenue and 4905-4915 W. Cuyler, Chicago, Illinois owned by Harry G. Perl, Robert Levin, Rosa Levin and Richard Erlich, and (B) the commercial real property commonly known as 1037 Howell Place, Aurora, Illinois and owned by Harry G. Perl and Robert Levin. Nothing in this Agreement shall be deemed to diminish, affect or modify the Subordinated Lender's rights, remedies, powers or privileges pertaining to the Subordinated Lender Primary Collateral. Senior Lender hereby subordinates any lien, right, title or interest that it may now or hereafter claim in the Subordinated Lender Primary Collateral or proceeds thereof to the Subordinated Lender's lien, right, title or interest in the Subordinated Lender's Primary Collateral and proceeds thereof, anything contained in this Agreement to the contrary notwithstanding.

4. Constructive Trust. In the event that Subordinated Lender receives any payment or other distribution of any kind or character from Borrower or from any other source whatsoever in respect to any of the Subordinated Liabilities (other than (a) from the Subordinated Lender Primary Collateral, (b) from a Permitted Enforcement Action, provided any such payment or distribution does not arise from the Mortgaged Premises, or (c) as expressly permitted by the terms of this Agreement), such payment or other distribution shall be received and shall be held by Subordinated Lender in trust for Senior Lender and promptly turned over by Subordinated Lender to Senior Lender. Subordinated Lender shall cause to be clearly inserted in all promissory notes or other instruments which at any time evidence or secure any of the Subordinated Liabilities statements to the effect that the payment thereof is subordinated in accordance with the terms of this Agreement. Subordinated Lender shall execute such further documents or instruments and take such further action as Senior Lender may reasonably require from time to time to carry out the intent of this Agreement.

5. Waiver by Subordinated Lender. Subordinated Lender hereby waives (a) notice of the existence, creation or nonpayment of all or any of the Senior Liabilities, and (b) all diligence in collection, protection of or realization upon the Senior Liabilities or any security therefor.

6. Covenants of Subordinated Lender and Senior Lender.

(a) Subordinated Lender shall not, without the prior written consent of Senior Lender, which shall not be unreasonably withheld or delayed, (i) modify, amend or consent to any modification or amendment of any document evidencing or securing the Subordinated Liabilities, (ii) commence, or join with any other creditor (other than Senior Lender) in commencing, any bankruptcy, reorganization or insolvency proceedings with respect to Borrower, (iii) seek to appoint a receiver for (A) the Mortgaged Premises, (B) any part thereof or (C) Borrower, or seek to obtain possession of the Mortgaged Premises, or (iv) take any action affecting any lease of the Mortgaged Premises in which Senior Lender claims a security interest (including, without limitation, any action to subordinate any such lease to the Subordinated Loan Documents, or any of them).

(b) While no Event of Default exists under the Senior Loan Documents, Senior Lender shall not, without the prior written consent of Subordinated Lender, which shall not be unreasonably withheld or delayed, increase the amount of the Senior Note (other than as may be contemplated in the Senior Loan Documents), or increase the interest rate charged thereon (other

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than in accordance with the terms of the Senior Loan Documents in existence on the date hereof), shorten the maturity date of the Senior Note (other than in accordance with the terms of the Senior Loan Documents in existence on the date hereof) or change the payment structure for the Senior Note.

7. Bankruptcy. In the event of any dissolution, winding-up, liquidation, readjustment, reorganization or other similar proceedings relating to Borrower, any Guarantor or the Mortgaged Premises (whether voluntary or involuntary, partial or complete, and whether in bankruptcy, insolvency or receivership, or upon an assignment to benefit creditors, or any other marshalling of the assets and liabilities of Borrower, or any sale of all or substantially all of the assets of Borrower, any Guarantor or otherwise), except as set forth in Section 3 above, the Senior Liabilities shall first be paid in full before Subordinated Lender shall be entitled to receive and to retain any payment or distribution with respect to the Subordinated Liabilities.

8. Notices of Default.

(a) Subordinated Lender hereby agrees to give Senior Lender, contemporaneously with the giving thereof to Borrower, copies of any notices given to Borrower regarding any default under the Subordinated Loan Documents or which notice would, following the passage of time and failure to cure, result in the occurrence of a "default" or "event of default" under the Subordinated Loan Documents. Subordinated Lender hereby agrees that the indebtedness evidenced, secured and guaranteed by the Subordinated Loan Documents shall not be accelerated, nor shall any remedies be pursued thereunder unless in the case of default under the Subordinated Loan Documents and after expiration of all applicable grace periods, Subordinated Lender shall have been given written notice of such default to Senior Lender and Senior Lender shall have consented to Subordinated Lender accelerating such debt or exercising such remedies in the sole discretion of Senior Lender.

(b) Senior Lender hereby agrees to give Subordinated Lender, contemporaneously with the giving thereof to Borrower, copies of any notices given to Borrower regarding any default under the Senior Loan Documents or which notice would, following the passage of time and failure to cure, result in the occurrence of a "default" or "event of default" under the Senior Loan Documents. Senior Lender will accept a cure of such default if made by Subordinated Lender within any cure period.

9. Insurance Proceeds and Condemnation Awards. Subordinated Lender agrees that in the event of a casualty to the buildings or improvements constructed on the Mortgaged Premises or a condemnation or taking under a power of eminent domain of the Mortgaged Premises, the buildings or improvements thereon, or a threat of such a condemnation or taking, all adjustments of insurance claims, condemnation claims and settlements in anticipation of such a condemnation or taking shall be prosecuted, at Senior Lender's election, by Senior Lender and all payments and settlements of insurance claims or condemnation awards or payments in anticipation of condemnation or a taking shall be paid to Senior Lender. Subordinated Lender hereby irrevocably assigns to Senior Lender all of its interests in any such claims, settlements or awards (the "Award") and irrevocably grants to Senior Lender a power of attorney, coupled with an interest, to execute any and all documents on Subordinated Lender's behalf necessary in connection with the prosecution or settlement of the Award. In the event the amount of the



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Award is in excess of all amounts due under the Senior Liabilities, Senior Lender agrees that such excess Award shall be paid to or held for the benefit of Subordinated Lender.

10. Consents. In the event Borrower requests that Senior Lender and all other mortgagees execute any easements or plats of subdivision or similar documents in connection with the construction, development, operation or maintenance of the Mortgaged Premises, and Senior Lender executes the same, Subordinated Lender agrees to execute such documents and instruments as its interests appear. Subordinated Lender further agrees that it will not amend the Subordinated Loan Documents without Senior Lender's written consent, which shall not be unreasonably withheld or delayed.

11. Acquisition of Fee Title by Senior Lender. Subordinated Lender hereby agrees that an acquisition of fee title to the Mortgaged Premises by Senior Lender, its nominee, or any other person or entity through a foreclosure of the Senior Mortgage (where such foreclosure does not extinguish the security interests created by the Subordinated Loan Documents) or through a deed in lieu of foreclosure is not a "sale or disposition" and will not constitute an event of default under the Subordinated Loan Documents.

12. Subrogation. Until such time as the Senior Liabilities have been paid in full, Subordinated Lender waives and releases any and all rights of subrogation which it has against the Mortgaged Premises and which subrogation would result in Subordinated Lender obtaining a priority equal or superior to the priority of the Senior Loan Documents for any funds which Subordinated Lender may advance either to cure defaults under security instruments or pay liens encumbering the Mortgaged Premises or otherwise protect the lien of the Subordinated Loan Documents or any of them.

13. Permitted Actions by Senior Lender. Senior Lender may, from time to time, in its sole discretion and without notice to Subordinated Lender, take any or all of the following actions: (a) retain or obtain a security interest in any property to secure any of the Senior Liabilities; (b) retain or obtain the primary or secondary obligation of any other obligor or obligors with respect to any of the Senior Liabilities; (c) extend or renew for one or more periods of time (whether or not longer than the original period), alter or modify any of the Senior Liabilities, or release or compromise any obligation of any nature of any obligor with respect to any of the Senior Liabilities; and (d) release its security interest in, or surrender, release or permit any substitution or exchange for all or any part of the property securing any of the Senior Liabilities, or extend or renew for one or more periods of time (whether or not longer than the original period) or release, compromise, alter or modify any obligation of any nature of any obligor with respect to any such property.

14. Assignment.

(a) Senior Lender may, from time to time, with prior written notice to Subordinated Lender, assign or transfer all of the Senior Liabilities, provided the assignee or transferee agrees in writing to be bound by all of the terms of this Agreement. Notwithstanding any such assignment or transfer or any subsequent assignment or transfer thereof, the Senior Liabilities shall be and remain Senior Liabilities for the purpose of this Agreement, and every immediate and successive assignee or transferee of any of the Senior Liabilities shall, to the extent of the

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interest of such assignee or transferee in the Senior Liabilities, be entitled to the benefits of this Agreement to the same extent as if such assignee or transferee were Senior Lender; provided, however, that unless Senior Lender shall otherwise consent in writing, Senior Lender shall have the unimpaired right, prior and superior to that of any such assignee or transferee, to enforce this Agreement for the benefit of Senior Lender as to those of the Senior Liabilities which Senior Lender has not assigned or transferred.

(b) Subordinated Lender may, from time to time, with prior written notice to Senior Lender, assign or transfer all of the Subordinated Liabilities, provided the assignee or transferee agrees in writing to be bound by all of the terms of this Agreement. Notwithstanding any such assignment or transfer or any subsequent assignment or transfer thereof, the Subordinated Liabilities shall be and remain Subordinated Liabilities for the purpose of this Agreement, and every immediate and successive assignee or transferee of any of the Subordinated Liabilities shall, to the extent of the interest of such assignee or transferee in the Subordinated Liabilities, be entitled to the benefits of this Agreement to the same extent as if such assignee or transferee were Subordinated Lender.

15. Successors and Assigns. This Agreement shall be binding upon Subordinated Lender and its respective successors and assigns whether immediate or remote.

16. No Waiver by Senior Lender. Senior Lender shall not be prejudiced in its rights under this Agreement by any act or failure to act by Borrower or Subordinated Lender, or any non-compliance of Borrower or Subordinated Lender with any agreement or obligation, regardless of any knowledge thereof which Senior Lender may have or with which Senior Lender may be charged; and no action of Senior Lender permitted hereunder shall in any way affect or impair the rights of Senior Lender and the obligations of Subordinated Lender under this Agreement. No delay on the part of Senior Lender in the exercise of any rights or remedies shall operate as a waiver thereof, and no single or partial exercise by Senior Lender of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this Agreement be binding upon Senior Lender except as expressly set forth in a writing duly signed and delivered on behalf of Senior Lender.

17. Effect on Due on Sale Provisions. Subordinated Lender hereby waives any due on sale or due on refinancing provisions of the Subordinated Loan Documents to extent such provisions would be deemed violated by the creation of the Senior Loan Documents or the Senior Liabilities.

18. Notice. Any notice, demand or other communication which any party may desire or may be required to give to any other party shall be in writing, and shall be deemed given (a) if and when personally delivered, (b) upon receipt if sent by a nationally recognized overnight courier addressed to a party at its address set forth below, or (c) on the second (2nd) business day after being deposited in United States registered or certified mail, postage prepaid, addressed to a party at its address set forth below:

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If to Senior Lender:

THE PRIVATEBANK AND TRUST COMPANY  
920 South Waukegan Road  
Lake Forest, Illinois 60045  
Attention: Commercial Real Estate Department

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With a copy to:

WILDMAN, HARROLD, ALLEN & DIXON LLP  
225 West Wacker Drive  
Suite 2800  
Chicago, Illinois 60606  
Attention: Jeffrey P. Gray

If to Subordinated  
Lender:

PURITAN FINANCE CORPORATION  
55 West Monroe Street  
Suite 3590  
Chicago, Illinois 60603  
Attention: Park T. Livingston, Vice President

With a copy to:

COHEN, SALK & HUVARD, P.C.  
630 Dundee Road  
Suite 120  
Northbrook, Illinois 60062  
Attention: Bennett L. Cohen

Any party hereto may change the address at which notices hereunder are required to be given to such party by notice to the other parties in accordance herewith.

19. Construction and Interpretation of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Wherever possible each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

20. Termination. This Agreement shall terminate upon full and final payment of any and all amounts due under the Senior Liabilities, provided that all rights of Subordinated Lender hereunder shall automatically terminate at such time as the Subordinated Liabilities have been paid in full.

[THIS SPACE INTENTIONALLY LEFT BLANK.]

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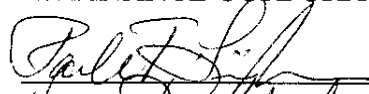
IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the day and year first written above.

SUBORDINATED LENDER:

PURITAN FINANCE CORPORATION

By

Its:

  
Vice President

SENIOR LENDER:

THE PRIVATEBANK AND TRUST COMPANY

By

Its:

\_\_\_\_\_  
\_\_\_\_\_

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IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the day and year first written above.

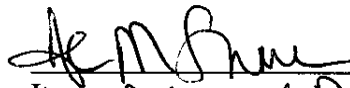
SUBORDINATED LENDER:

PURITAN FINANCE CORPORATION

By \_\_\_\_\_  
Its: \_\_\_\_\_

SENIOR LENDER:

THE PRIVATEBANK AND TRUST COMPANY

By   
Its: Managing Director

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STATE OF ILLINOIS

COUNTY OF COOK

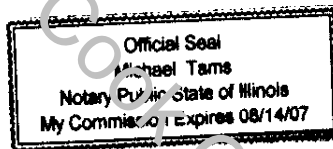
I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Park T. Livingston personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President of PURITAN FINANCE CORPORATION, an Illinois corporation, appeared before me 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 Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of December, 2004.



Notary Public

My Commission Expires:



Property of Cook County Clerk's Office

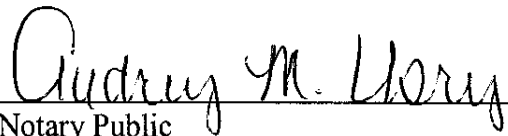
# UNOFFICIAL COPY

STATE OF ILLINOIS

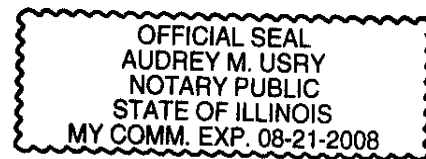
COUNTY OF LAKE

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Alan Share personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing Director of THE PRIVATEBANK AND TRUST COMPANY, a banking corporation organized and existing under the laws of the State of Illinois, appeared before me 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 Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17<sup>th</sup> day of December, 2004.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 08-21-08





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## CONSENT AND AGREEMENT OF OWNER

Borrower hereby acknowledges the terms of and consent to the foregoing Agreement and agrees for themselves and their respective successors and assigns, for the benefit of Senior Lender, its successors and assigns, that (a) said Agreement does not constitute a waiver or partial waiver by Senior Lender of any of its rights under the Senior Loan Documents, or in any way release Borrower from its obligations to comply with the terms and conditions contained in the Senior Loan Documents (including without limitation the obligation to refrain from any further encumbrancing of the Mortgaged Premises without the prior written consent of Senior Lender); and (b) Borrower will not take any action contrary to or inconsistent with said Agreement.

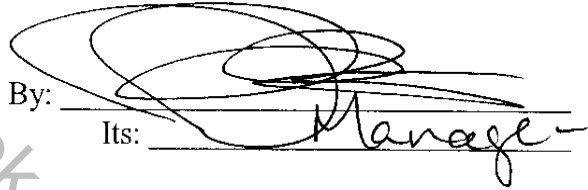
Dated: December 17, 2004.

BORROWER:

2101 W. PERSHING LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Manager

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STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Joseph Betancourt personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager of 2101 W. Pershing LLC, an Illinois limited liability company, appeared before me 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.

GIVEN under my hand and Notarial Seal this 17 day of December, 2004.



Notary Public

My Commission Expires:

*Properly Recorded*  
Cook County Clerk's Office

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## EXHIBIT A

### LEGAL DESCRIPTION

(See Attached)

Property of Cook County Clerk's Office

2055-2101 West Pershing

20-06-100-013-0000  
20-06-100-014-0000  
20-06-100-015-0000  
20-06-100-016-0000  
20-06-100-076-0000  
20-06-100-079-0000  
20-06-100-082-0000  
20-06-100-083-0000

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STREET ADDRESS: 2055-2101 WEST PERSHING  
 CITY: CHICAGO COUNTY: COOK  
 TAX NUMBER:

**LEGAL DESCRIPTION:**

THE FOLLOWING DESCRIBED REAL ESTATE LOCATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

**PARCEL 1:**

THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN A LINE PARALLEL TO AND 33 FEET SOUTH OF THE NORTH LINE AND 641.32 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE SOUTH AT RIGHT ANGLES TO SAID PARALLEL LINE 310 FEET; THENCE EAST ON A LINE PARALLEL TO THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6 125.93 FEET TO A POINT; THENCE NORTHEASTERLY ON A CURVE CONVEX TO SOUTHEAST WITH A RADIUS OF 371 FEET A DISTANCE OF 18.36 FEET TO A POINT WHICH IS 325.86 FEET SOUTH OF THE NORTH LINE AND 509.6 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE NORTH ON A LINE AT RIGHT ANGLES TO A LINE PARALLEL TO AND 33 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6, DISTANCE OF 292.86 FEET; THENCE WEST ON LAST DESCRIBED PARALLEL LINE BEING ALSO THE SOUTH LINE OF WEST 39TH STREET, 132.5 FEET TO THE PLACE OF BEGINNING;

**PARCEL 2:**

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 33 FEET SOUTH OF THE NORTH LINE AND 376.32 FEET WEST OF THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE WEST ALONG A LINE 33 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID NORTHWEST 1/4 A DISTANCE OF 132.5 FEET TO A POINT; THENCE SOUTH ALONG A STRAIGHT LINE MAKING AN ANGLE OF 90 DEGREES WITH LAST DESCRIBED LINE A DISTANCE OF 292.86 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX TO THE NORTHWEST WITH A RADIUS OF 300 FEET TO A POINT 132.5 FEET EAST OF THE LAST DESCRIBED STRAIGHT LINE, MEASURED AT RIGHT ANGLES THERETO; SAID POINT BEING 199.19 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID NORTHWEST 1/4; THENCE NORTH ALONG A STRAIGHT LINE A DISTANCE OF 166.19 FEET TO THE PLACE OF BEGINNING;

**PARCEL 3:**

THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 33 FEET SOUTH OF THE NORTH LINE AND 691.39 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE SOUTH ON A STRAIGHT LINE AT RIGHT ANGLES TO THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6, 500 FEET; THENCE WEST ON A STRAIGHT LINE PARALLEL TO AND 523 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6, 308 FEET; THENCE NORTH ON A STRAIGHT LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE TO A POINT 33 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SAID SECTION 6, SAID POINT BEING 999.39 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE EAST ON A STRAIGHT LINE PARALLEL TO AND 33 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6, 308 FEET TO THE PLACE OF BEGINNING;

**PARCEL 4:**

THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF WEST PERSHING ROAD WHICH IS 33 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 6, SAID POINT BEING 691.39 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4; THENCE SOUTH ALONG A LINE DRAWN AT RIGHT ANGLES TO THE SAID SOUTH LINE OF WEST PERSHING ROAD A DISTANCE OF 500 FEET MORE OR LESS TO ITS INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 371 FEET, SAID CURVE BEING DRAWN FROM A POINT 573 FEET SOUTH OF THE NORTH LINE AND 860 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4 TO A POINT 325.86 FEET SOUTH OF THE NORTH LINE AND 509.6 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4; THENCE NORTHEASTERLY ALONG SAID CURVED LINE TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL

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WITH AND 50.07 FEET EAST OF THE AFOREMENTIONED LINE DRAWN AT RIGHT ANGLES TO THE SAID SOUTH LINE OF WEST PERSHING ROAD; THENCE NORTH ALONG SAID PARALLEL LINE A DISTANCE OF 469.79 FEET MORE OR LESS TO ITS INTERSECTION WITH THE SAID SOUTH LINE OF WEST PERSHING ROAD; THENCE WEST ALONG THE SOUTH LINE OF WEST PERSHING ROAD A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING;

## PARCEL 5:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4 OF SECTION 6 FROM A POINT WHICH IS 999.3 FEET WEST OF THE NORTHEAST CORNER THEREOF, WITH THE SOUTH LINE OF THE NORTH 533 FEET OF THE SAID NORTHWEST 1/4; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 533 FEET A DISTANCE OF 308 FEET MORE OR LESS TO ITS INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 371 FEET, THE SAID CURVE BEING DRAWN FROM A POINT 573 FEET SOUTH OF THE NORTH LINE AND 860 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4 TO A POINT 325.86 FEET SOUTH OF THE NORTH LINE AND 509.6 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4; THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED CURVED LINE TO A POINT IN THE SOUTH LINE OF THE NORTH 573 FEET, SAID POINT BEING 860 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH 573 FEET A DISTANCE OF 140.79 FEET MORE OR LESS TO ITS INTERSECTION WITH THE EXTENSION OF THE AFOREMENTIONED LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4; THENCE NORTH ALONG SAID LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4 A DISTANCE OF 40 FEET TO THE POINT OF BEGINNING;

## PARCEL 6:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4 OF SECTION 6 FROM A POINT WHICH IS 999.3 FEET WEST OF THE NORTHEAST CORNER THEREOF, WHICH POINT OF BEGINNING IS 393 FEET SOUTH OF THE NORTH LINE OF THE SAID NORTHWEST 1/4 OF SECTION 6; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX TO THE EAST WITH A RADIUS OF 270 FEET AN ARC DISTANCE OF 149.75 FEET MORE OR LESS TO A POINT IN THE SOUTH LINE OF THE NORTH 533 FEET OF THE SAID NORTHWEST 1/4 OF SECTION 6, THE SAID POINT BEGINNING 47.5 FEET WEST OF THE SAID LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 3.72 FEET MORE OR LESS TO A POINT 535.76 FEET SOUTH OF THE NORTH LINE OF THE SAID NORTHWEST 1/4 50 FEET WEST OF THE SAID LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHEAST WITH A RADIUS OF 193.13 FEET AN ARC DISTANCE OF 51.93 FEET MORE OR LESS TO A POINT IN THE SOUTH LINE OF THE NORTH 573 FEET OF THE SAID NORTHWEST 1/4, SAID POINT BEING 85.89 FEET WEST OF THE SAID LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4 THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 573 FEET OF THE SAID NORTHWEST 1/4 A DISTANCE OF 85.89 FEET TO ITS INTERSECTION WITH THE AFOREMENTIONED LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 6; THENCE NORTH ALONG SAID LINE DRAWN AT RIGHT ANGLE A DISTANCE OF 180 FEET TO THE POINT OF BEGINNING;

## PARCEL 7:

THAT PART OF THE NORTH WEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGINNING AT THE INTERSECTION OF A LINE DRAWN PARALLEL WITH AND 343 FEET SOUTH OF THE NORTH LINE OF SAID NORTH WEST 1/4 OF SECTION 6 WITH A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE



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OF WEST PERSHING ROAD FROM A POINT IN SAID SOUTH LINE OF W. PERSHING ROAD WHICH IS 33 FEET SOUTH OF THE NORTH LINE AND 641.32 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4 OF SECTION 6; THENCE SOUTH ALONG SAID LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF WEST PERSHING ROAD TO ITS INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTH EAST HAVING A RADIUS OF 371 FEET SAID CURVED LINE EXTENDING FROM A POINT 573 FEET SOUTH OF THE NORTH LINE AND 860 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 6 TO A POINT 325.86 FEET SOUTH OF THE NORTH LINE AND 509.6 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE NORTHEASTERLY ALONG SAID CURVED LINE TO ITS INTERSECTION WITH THE PARALLEL LINE FIRST HEREINABOVE DESCRIBED, WHICH IS PARALLEL WITH AND 343 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6, THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE A DISTANCE OF 125.98 FEET MORE OR LESS TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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