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RECORDING REQUESTED BY, AND WHEN RECORDED RETURN TO:

Christopher J. Goluba, P.C. 399 Wall Street, Unit H Glendale Heights, IL 60139 Doc#: 0506005031

Eugene "Gene" Moore Fee: \$86.00 Cook County Recorder of Deeds Date: 03/01/2005 10:03 AM Pg: 1 of 12

Ist AMERICAN TITLE order # 10098 61 5/6

#### SUBORDINATION, NON-DISTURBANCE & ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE & ATTORNMENT AGREEMENT (the "Agreeme it") is made and entered into this the <u>forth</u> day of January, 2005 (the "Effective Date"), by and between SH.RON YOO D/B/A CEDAR CLEANERS ("Tenant") and HEIDNER PROPERTY MANAGEMENT COMPANY, INC. ("Landlord") and PARKWAY BANK & TRUST COMPANY not personally but as trust ce under the provisions of a Trust Agreement dated July 13, 20 and known as Trust Number <u>13793</u> ("Owner") and PARKWAY BANK & TRUST CO. ("Lender").

#### RECITALS:

- A. Tenant is now the lesses under a certain lease dated June 20, 2003 in favor of Landlord (the "Lease") covering certain Demised Premises therein described located on certain real property legally described in attached and incorporated Exhibit A (said parcel of real estate and the Demised Premises being sometimes collectively referred to herein as the "Property");
- B. Owner and has granted to Lender a mortgrige (the "Mortgage") covering the Property in order to secure certain sums to be loaned by Lender which Mortgage is dated the Effective Date and being filed for record with the Recorder of Cook County, Illinois;
- C. It is a condition precedent to obtaining advances und a the loan that the Mortgage shall be, and remain, a lien or charge upon the Property, prior and superior to the Least and the leasehold estate created thereby; and
  - **D.** Tenant desires to facilitate the making of the loan by the Lende

NOW, THEREFORE, for and in consideration of the mutual covenants and preinises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed by the parties hereto, the parties hereto do hereby agree as follows:

#### AGREEMENT

- 1. The Lease is and shall be subject and subordinate to the Mortgage, and to all renewals, modifications, consolidations, replacements and extensions thereof, and to all future advances made thereunder.
- 2. Should Lender become the owner of the Property, or should the Property be sold by reason of foreclosure, or other proceedings brought to enforce the Mortgage which encumbers the Property, or should the Property be transferred by deed in lieu of foreclosure, or should any portion of the Property be sold under a trustee's sale, the Lease shall continue in full force and effect as a direct lease between the then owner of the

(12)

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Property covered by the Mortgage and Tenant, upon, and subject to, all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, including any extensions therein provided. Tenant does hereby agree to attorn to Lender or to any such owner as its landlord, and Lender hereby agrees that it will accept such attornment.

- Notwithstanding any other provision of this Agreement, Lender shall not be (a) liable for any default of any landlord under the Lease (including Landlord), except that Lender agrees to cure any default of Landlord that is continuing as of the date Lender forecloses the Property within thirty (30) days from the date Tenant delivers written notice to Lender of such continuing default, unless such default is of such a nature to reasonably require more than thirty (30) days to cure and then Lender shall be permitted such additional time as is reasonably necessary to effect such cure, provided Lender diligently and continuously proceeds to cure such default; (b) subject to any offsets or defenses which have accrued prior to the date of foreclosure, unless Tenant shall have delivered to Lender written notice of the default which gave rise to such offset or defense and permitted Lender the same right to cure such default as permitted Landlord under the Lease; (c) bound by any Rent that Tenant may have paid under the Lease more than one month in advance; (d) bound by any amendment or modification of the Lease which reduces the term of the Lease or Tenant's monetary obligations thereunder hereafter rualle without Lender's prior written consent; (e) responsible for the return of any security deposit delivered to Landlord under the Lease and not subsequently received by Lender.
- 4. If Lender sends written notice to Tenant to direct its Rent payments under the Lease to Lender instead of Landlord, then Tenant agrees to follow the instructions set forth in such written instructions and deliver Rent payments to Lender; however, Landlord and Lender agree that Tenant shall be credited under the Lease for any Rent payments sent to Lender pursuant to such written notice.
- 5. All notices which may or are required to be sent under this Agreement shall be in writing and shall be sent by first-class certified U.S. mail, postage prepaid, return receipt requested, and sent to the party at the address appearing below or such other address as any party shall hereafter inform the other party by written notice given as set forth above:

If to Lender:

1674'S OFFICO Parkway Bank & Trust Company

4800 North Harlem Avenue Harwood Heights, IL 60656

If to Tenant:

Cedar Cleaners 4348 N. Broadway Chicago, Illinois 60613 Attention: Sharon Yoo

If to Landlord or

Heidner Property Management Company, Inc.

Owner:

399 Wall Street, Unit - H

Glendale Heights, Illinois 60139

Attention: Legal Dept.

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- 6. Said Mortgage shall not cover or encumber and shall not be construed as subjecting in any manner to the lien thereof any of Tenant's improvements or trade fixtures, furniture, equipment or other personal property at any time placed or installed in the Demised Premises. In the event the Property or any part thereof shall be taken for public purposes by condemnation or transfer in lieu thereof or the same are damaged or destroyed, the rights of the parties to any condemnation award or insurance proceeds shall be determined and controlled by the applicable provisions of the lease.
- 7. This Non-Disturbance Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors in interest, heirs and assigns and any subsequent owner of the Property secured by the Mortgage.
- Should any action or proceeding be commenced to enforce any of the provisions of this Non-Disturbance Agreement or in connection with its meaning, the prevailing party in such action shall be awarded, in addition to any other relief it may obtain, its reasonable costs and expenses, not limited to taxable costs, and reasonable attorney's fees.
- 9. Tenant shall not be joined as a party/defendant in any action or proceeding which may be instituted or taken by reason or under any default by Landlord in the performance of the terms, covenants, conditions and agreements set. Forth in the Mortgage.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-SIGNATURE PAGE FOLLOWS]

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upon the direction of it's beneficiaries

IN WITNESS WHEREOF, the parties hereto have caused this Subordination, Non-Disturbance and Attornment Agreement to be executed as of the Effective Date.

PARKWAY BANK & TRUST CO.
By: Marianne L. Wagener  MARIANNE L. WAGENER
Title: VICE PRESIDENT
TENANT:
SHARON YOO, d/b/2 CEDARD CLEANERS
LANDLORD:
HEIDNER PROPERTY MANAGEMENT COMPANY, INC.
By:
Name: Rick E. Heidner
Name: RickE. Heidner Title: President
OWNER:
PARKWAY BANK & TRUST COMPANY not personally but as trustee under the provisions of a Trust Agreement dated July 13, 2004 and known as Trust Number 13793.
By:
By:
EXCULPATION.

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#### [Acknowledgment of Lender]

STATE OF ILLINOIS	}		
COUNTY OF COOK	} } SS.		
On January 10, 2005 before me,	, the undersigned	l, personally appeared	Marianne L. Wagener
, as VICE Preside	nt	of Parkway Ban	k & Trust Co., personally known to
me (or proved to me on the basis of			n(s) whose name(s) is/are subscribed
to the within instrument and acknow	wledged to me th	nat he/she/they execute	d the same in his/her/their authorized
A			person(s) or the entity upon behalf of
which the person(s) acted, execute			
WITNESS my hand and official s	eal.		
Ox			
Signature	1 LUNOM 0105/2005	<u>Mu</u>	(This area for official notarial seal)

SANDY AURIEMINIP.
NOTARY PUBLIC STATE OF ILLINOIS
My Cornmission Expires 10/05/2605

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## **UNOFFICIAL COPY**

#### [Acknowledgment of Tenant]

STATE OF ILLINOIS	
COUNTY OF COOK	} SS.

On <u>January</u> 4, 200,5 before me, the undersigned, personally appeared SHARON YOO, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorize copacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature / // // My Commission Expires:

(This area for official notarial seal)

OFFICIAL SEAL
PHYLLIS ANN SANTSCHI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7-24-2006

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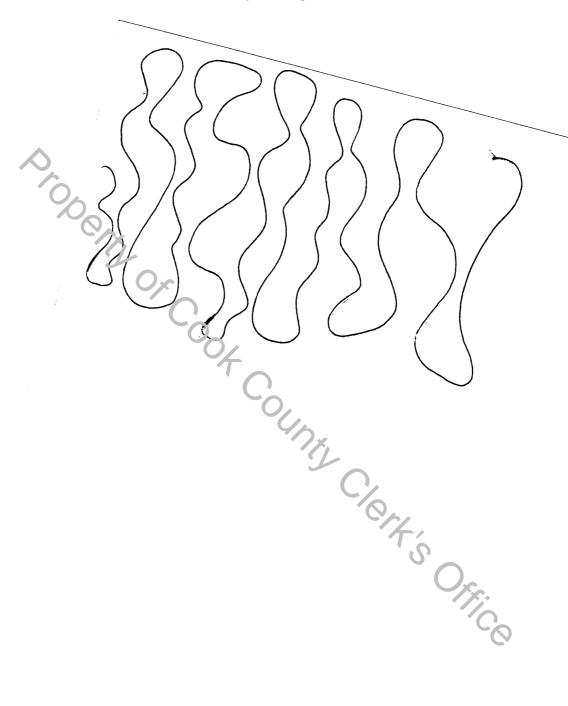
#### [Acknowledgment of Landlord]

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# **UNOFFICIAL COPY**

EXHIBIT "A"

Legal Description



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#### **EXHIBIT "B"**

### SIGNATURE, EXONERATION AND ACKNOWLEDGMENT RIDER FOR SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Document is executed by PARKWAY BANK & TRUST COMPANY, not personally but as Trustee under Trust No. 13793 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless presentations in said document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solary to the premises described therein for the payment or enforcement, thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income there fro n, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the ber efficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the agreement to winch it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

The Trustee makes no personal representations as to nor shall it be responsible for the existence, location or maintenance of the chattels herein described, if any, or of any environmental conditions, duties or obligations concerning the property whether under any federal, state, or local statute, rule, regulation, or ordinance. The beneficiaries of this Trust, have management and control of the use of the property and as such, have the authority on their own behalf to execute any document as environmental representative but not as agent for or on behalf of the Trustee.

PARKWAY BANK & TRUST COMPANY, A Trustee under Trust No. 13793 as aforesaid and not personally,

ASSISTANT TRUST OFFICER

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 the above named officers of PARKWAY BANK & TRUST COMPANY, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument in the capacities shown, appeared before me this day in person, and acknowledged signing, sealing and delivering the said instrument as their free and voluntary act, for the user and purposes therein set forth.

Given under my hand and notarial seal on January 7, 2004.

Notary Public)

"OFFICIAL SEAL"
LUBA KO'4N
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 05/22/2008

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LEGAL DESCRIPTION - EXHIBIT A

Legal Description: 4356 NORTH BROADWAY (Commercial Space #1):

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCATED 12.63 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 24.87 FEET ABOVE CHICAGO CITY DATUM LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF LOTS 1, 2, 3 AND 4, TAKEN AS A SINGLE TRACT, IN BUENA PARK, A SUBDIVISION OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 78.33 FEET; THENCE SOUTH ALONG A LINE MAKING AN ANGLE OF 90 DEGREES 07 MINUTES 25 SECONDS MEASURED COUNTER-CLOCKWISE, WEST TO SOUTH, FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 0.10 FEET TO A POINT ON THE EXTERIOR FACE OF AN ELEVEN STORY CONCRETE BUILDING, COMMONLY KNOWN AS 4344-4360 NORTH BROADWAY IN CHICAGO; THENCE CONTINUING SOUTH ALONG THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 3 C3 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF TWO WALLS OF SAID SUILDING, BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF A WALL OF SAID BUILDING, A DISTANCE OF 10.50 FEET TO CORNER OF THE WALL; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 0.52 FEET TO A CORNER OF THE WALL; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 1.98 FEET TO A CORNER OF THE WALL; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 0.52 FEET TO A CORNER OF THE WALL; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF \$.26 FEET TO A CORNER OF THE WALL; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 0.52 FEET TO A CORNER OF THE WALL; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 2.01 FEET TO A CORNER OF THE WALL; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 0.52 FEET TO A CORNER OF THE WALL; THENCE SOUTHEASTERLY ALONG A LINE MAKING AN ANGLES OF 24 DEGREES 29 MINUTES 10 SECONDS, MEASURED COUNTER-CLOCKWISE, SOUTH TO SOUTHEASTERLY FROM THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 17.25 FEET TO A CORNER OF THE WALL; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIPED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 0.54 FEET TO A CORNER OF THE WALL; S OFFICE

IT ANSLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE THENCE SOUTHEASTERLY AT RIGH OF SAID WALL, A DISTANCE OF 2.00 FEET TO A CORNER OF THE WALL; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 0.54 FEET TO A CORNER OF THE WALL; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 15.73 FEET TO A CORNER OF THE WALL; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 0.54 FEET TO A CORNER OF THE WALL; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 2.00 FEET TO A CORNER OF THE WALL; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 0.54 FEET TO A CORNER OF THE WALL; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 15.60 FEET TO A CORNER OF THE WALL; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 0.54 FEET TO A CORNER OF THE WALL; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 2.00 FEET TO A CORNER OF THE WALL; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 0.54 FEET TO A CORNER OF THE WALL; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 13.05 FEET TO A CORNER OF THE WALL; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 1.90 FEET TO A CORNER OF THE WALL; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 1.82 FEET TO A CORNER OF THE WALL; THENCE SOUTHWESTERLY ALONG THE INTERIOR FACE OF A WALL OF SAID BUILDING, BEING A CURVE NOT TANGENT TO THE LAST DESCRIBED COURSE, CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 32.01 FEET AND A CHORD MAKING AN ANGLE OF 110 DEGREES 14 MINUTES 57 SECONDS, MEASURED COUNTER-CLOCKWISE, NORTHWEST TO SOUTHWEST FROM THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 19.40 FEET TO A CORNER OF SAID WALL; THENCE WEST ALONG THE INTERIOR FACE OF A WALL OF SAID BUILDING, SAID WALL FORMING AN ANGLE OF 135 DEGREES 15 MINUTES 33 SECONDS MEASURED CLOCKWISE, NORTHEAST TO WEST FROM THE AFORFSAID CHORD OF THE CURVE, A DISTANCE OF 1.26 FEET TO A CORNER OF THE WALL; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 0.90 FEET TO A CORNER OF THE WALL; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 2.00 FEET TO A CORNER OF THE WALL; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 0.90 FFET TO A CORNER OF THE WALL; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 20.60 FEET TO A CORNER OF THE WALL; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 0.70 FEET TO A CORNER OF THE WALL; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE OF ING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 1.85 FEET TO A CORNER OF THE WALL; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 0.55 FEET TO A CORNER OF THE WALL; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 2.35 FEET TO A CORNER OF THE WALL; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 6.30 FEET TO A CORNER OF THE WALL; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 3.55 FEEL TO A CORNER OF THE WALL; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 65.21 FEET TO A CORNER OF THE WALL; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 4.62 FEET TO A CORNER OF THE WALL; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 5.78 FEET TO THE POINT OF BEGINNING.

4348 NORTH BROADWAY (Commercial Space #2):

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCATED 12.61 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 24.83 FEET ABOVE CHICAGO CITY DATUM LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF LOTS 1, 2, 3 AND 4, TAKEN AS A SINGLE TRACT, IN BUENA PARK, A SUBDIVISION OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

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COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT 4, BEING ALSO THE WESTERLY LINE OF NORTH BROADWAY, A DISTANCE OF 90.59 FEET; THENCE WESTERLY ALONG A LINE MAKING AN ANGLE OF 65 DEGREES 37 MINUTES 48 SECONDS MEASURED COUNTER-CLOCKWISE, NORTHWESTERLY TO WESTERLY FROM THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 0.17 FEET TO A POINT ON THE EXTERIOR FACE OF AN ELEVEN STORY CONCRETE BUILDING COMMONLY KNOWN AS 4344-4360 NORTH BROADWAY IN CHICAGO; THENCE CONTINUING WESTERLY ALONG THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 15.14 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF TWO WALLS OF SAID BUILDING, BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED: THENCE CONTINUING WESTERLY ALONG THE LAST DESCRIBED COURSE EXTENDED, BEING ALONG THE INTERIOR FACE OF A WALL OF SAID BUILDING, A DISTANCE OF 13.08 FEET TO A CORNER OF THE WALL; THENCE NORTHWESTERLY ALONG A LINE MAKING AN ANGLE OF 51 DEGREES 43 MINUTES 08 SECONDS MEASURED CLOCKWISE, WEST TO NORTHWESTERLY FROM THE LAST DESCRIBED COURSE EXTENDED, BEING ALONG THE INTERIOR FACE OF A WALL OF SAID BUILDING, A DISTANCE OF 1.87 FEET TO A CORNER OF THE WALL; THENCE WESTERLY ALONG A LINE MAKING AN ANGLE OF 40 DEGREES 20 MINUTES 54 SECONDS MEASURED COUNTER-CLOCKWISE NORTHWENTERLY TO WESTERLY FROM THE LAST DESCRIBED COURSE EXTENDED, BEING ALONG THE INTERIOR FACE OF A WALL OF SAID BUILDING, A DISTANCE OF 1.97 FEET TO A CORNER OF THE WALL; THENCE NORTHWESTERLY ALONG ALINE MAKING AN ANGLE OF 26 DEGREES 50 MINUTES 19 SECONDS MEASURED CLOCKWISE, WESTERLY TO NORTHWESTERLY FROM THE LAST DESCRIBED COURSE EXTENDED, BEING ALONG THE INTERIOR FACE OF A WALL CE SAID BUILDING, A DISTANCE OF 19.28 FEET TO A CORNER OF THE WALL; THENCE WEST ALONG A LINE MAKING AN ANGLE OF 41 DEGREES 19 MINUTES 05 SECONDS MEASURED COUNTER-CLOCKWISE NORTHWESTERLY TO WEST FROM THE LAST DESCRIBED COURSE EXTENDED, BEING ALONG THE INTERIOR FACE OF A WALL OF SAID BUILDING, A DISTANCE OF 19.19 FEET TO A CORNER OF THE WALL; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 32.80 FEET TO A CORNER OF THE WALL; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 28.31 FEET TO A CORNER OF THE WALL; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 1.00 FOOT TO A CORNER OF THE WALL; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 2.97 FE IT TO A CORNER OF THE WALL; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED SOURCE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 1.00 FOOT TO A CORNER OF THE WALL; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 9.45 FEET TO A CORNER OF THE WALL; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 17.34 FEET TO THE POINT OF BEGINNING.

Permanent Index #'s: 14-17-403-022-0000, 14-17-403-023-0000, 14-17-403-025-0000, 14-17-403-025-0000, Vol. 479 T'S OFFICE

Property Address: 4356 and 4348 N. Broadway Street, Chicago, Illinois 60613