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This Document Prepared By:

Elvin E. Charity, Esq. Charity & Associates, P.C. 20 North Clark Street, Suite 700 Chicago, Illinois 60602

After Recording Return To:

Cherie Strong, Staff Counsel Office of the General Counsel Chicago Housing Authority 200 W. Adams Street, Suite 2100 Chicago, Illinois 63606



Doc#: 0518926217

Eugene "Gene" Moore Fee: \$46.00 Cook County Recorder of Deeds Date: 07/08/2005 04:20 PM Pg: 1 of 12

SPACE ABOVE FOR RECORDER'S USE

SUBORDINATION AGREEMENT

(The Community Builders, Inc.)

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN THE LIEN OF A MORTGAGE ON THE PROPERTY BECOMING SUPJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT ("Subordination Agreement") is made as of July 1, 2005, by MADDEN WELLS PHASE 1B ASSOCIATES LIMITED PAP (N) RSHIP, an Illinois limited partnership, as mortgagor (the "Borrower"), with a mailing address of c/o The Community Dailders, Inc., 1 North LaSalle Street, Suite 1200, Chicago, Illinois 60602, owner of the interest in real property hereinafter described, THE COMMUNITY BUILDERS, INC., a Massachusetts charitable corporation, doing business in Illinois as TCB Illinois NFP, Inc. ("Junior Lienholder"), with a mailing address of 1 North LaSalle Street, Suite 1200, Chicago, Illinois, 50602, owner of that certain mortgagee's interest in the mortgage and holder of the note described below, and the CHICACG HOUSING AUTHORITY, an Illinois municipal corporation ("CHA"), with a mailing address of 626 West Jackson Boulevard. Chi. ago, Illinois 60661.

Factual Background

- Junior Lienholder has made or intends to make a loan to Borrower in the principal amount of Seven Hundred Thousand Dollars (\$700,000) (the "Subordinated Loan") The Subordinated Loan is evidenced by a certain promissory note (the "Subordinated Note") executed by Borrower to the order of Junior Lienholder. The Subordinated Loan is secured by a certain junior mortgage dated July 1, 2005 (the "Subordinated Mortgage") to be recorded concurrent's herewith encumbering Borrower's leasehold interest in certain real property (the "Property") located in the City of Chicago, County of Cook, State of Illinois, more particularly described in Exhibit A attached hereto and made a part hereof.
- The Subordinated Note and the Subordinated Mortgage, together with all of their exhibits, and all other documents which evidence, guaranty or secure the Subordinated Loan, collectively constitute the "Subordinated Loan Documents."
- Junior Lienholder and Borrower desire that CHA make a loan (the "Superior Loan") to Borrower. The Superior Loan C. will be made pursuant to a Chicago Housing Authority Loan Agreement between CHA and Borrower, and will be evidenced by a promissory note (the "Superior Note") in the principal amount of Five Million Four Hundred Seventy Six Thousand One Hundred Thirty Dollars (\$5,476,130) in favor of CHA which will be secured by a mortgage (the "Superior Mortgage") encumbering the Property. The Superior Mortgage is being recorded concurrently herewith. The Superior Note and the Superior Mortgage, together with all of their exhibits, and all other documents which evidence, guaranty, secure, or otherwise pertain to the Superior Loan, collectively constitute the "Superior Loan Documents."
- It is a condition to CHA's making the Superior Loan to Borrower that (i) the Superior Mortgage unconditionally be and remain at all times a lien, claim, and charge upon the Property unconditionally prior and superior to the liens, claims, and charges of the Subordinated Mortgage, and (ii) the Subordinated Loan and Subordinated Loan Documents shall, at all times and in all respects, be wholly subordinate and inferior in claim and right to the Superior Loan and Superior Loan Documents.

Box 430

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E. It is to the mutual benefit of the parties that CHA make the Superior Loan to Borrower, and Junior Lienholder is willing that the Superior Mortgage constitute a lien, claim, and charge upon the Property unconditionally prior and superior to the liens, claims, and charges of the Subordinated Mortgage, and that the Subordinated Loan and Subordinated Loan Documents shall, at all times and in all respects, be wholly subordinate and inferior in claim and right to the Superior Loan and Superior Loan Documents.

AGREEMENT

- 1. <u>Subordination</u>. The Superior Mortgage, and any and all renewals, modifications, extensions, or advances thereunder or secured thereby (including interest thereon), are unconditionally and will remain at all times, a lien, claim, or charge on the Property prior and superior to the Subordinated Mortgage. The Subordinated Loan and Subordinated Loan Documents shall, at all times and in all respects, be wholly subordinate and inferior in claim and right to the Superior Loan and Superior Loan Documents, and all claims, rights and remedies therefor are hereby subordinated and made subsequent and inferior to the Superior Loan and Superior Loan Documents and any claims, rights, and remedies arising out of, or in connection therewith.
- 2. <u>Acknowledgements and Agreements of Junior Lienholder</u>. Junior Lienholder declares, acknowledges, and agrees that:
 - 2.1 CHA would not make the Superior Loan without this Subordination Agreement;
 - Junior Lienholder consents to al! provisions of the Superior Mortgage and the Superior Loan Documents;
- 2.3 In making disbursements, CHA is under no obligation or duty to, nor has CHA represented that it will, see to the application of the Superior Loan proceeds; and
- 2.4 Junior Lienholder intentionally and unconditionally waives, relinquishes, subjects, and subordinates the liens, claims, and charges of the Subordinated Loan Documents, and all present and future indebtedness and obligations secured thereby, in favor of the Superior Loan Documents and the lien claim, and charge upon the Property of the Superior Mortgage, and understands that in reliance upon, and in consideration of, this waiver, relinquishment, subjection, and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into, that would not be made or entered into but for CHA's reliance upon this waiver, relinquishment, subjection, and subordination.

3. Notices.

- 3.1 CHA and Junior Lender agree to give to each other copies of all notices of Everus of Default under (and as defined in) their respective loan documents.
- 3.2 All notices given under this Subordination Agreement must be in writing and will be served effectively upon delivery, or if mailed, upon the first to occur of receipt or the expiration of forty-eight (48) hours after deposit in certified United States mail, postage prepaid, sent to the party at its address appearing below. Any party may change those addresses by notice to all other parties.
- 4. <u>Integration: No Waiver</u>. This Subordination Agreement is the whole and only agreement with regard to the subordination of the liens, claims, and charges of the Subordinated Loan Documents to the Superior Loan Documents. This Subordination Agreement may not be modified or amended except by a written agreement signed by the parties. No waiver shall be deemed to be made by CHA of any of its rights hereunder unless the same shall be in writing signed on behalf of the CHA, and each such waiver, if any, shall be a waiver only with respect to the specific matter or matters to which the waiver relates and shall in no way impair the rights of the CHA or the obligations of Borrower to CHA in any other respect at any other time.

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- 5. <u>Successors and Assigns</u>. This Subordination Agreement is binding on and inures to the benefit of the legal representatives, successors, and assigns of the parties. Notice of acceptance of this Subordination Agreement is hereby waived and this Subordination Agreement shall be binding upon the Junior Lienholder, its legal representatives, successors, and assigns, as the case may be, it being understood and agreed, however, that, unless otherwise agreed in writing by CHA, no assignment of the Subordinated Loan Documents, or any part thereof, shall be made without the prior written consent of the CHA.
- 6. <u>Creditor's Rights.</u> Junior Lienholder agrees not to commence or join with any other creditor of Borrower in commencing any bankruptcy, reorganization, or insolvency proceedings against the Borrower without the prior written consent of CHA.
- 7. <u>Attorneys' Fees and Costs</u>. If any party to this Subordination Agreement brings an action to interpret or enforce its rights under this Subordination Agreement, the prevailing party will be entitled to recover its costs and reasonable attorneys' fees as awarded in the action.
- 8. Governing (a) This Subordination Agreement is governed by the laws of the State of Illinois, without regard to the choice of law rules of that state.
- 9. <u>Counterparts</u>. This Scordination Agreement may be executed in counterparts, and all counterparts constitute but one and the same document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK/ SIGNATURE PAGE TO FOLLOW]

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NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR PURPOSES OTHER THAN IMPROVEMENT OF THE PROPERTY.

"Junior Lienholder"	"Borr	"Borrower"	
THE COMMUNITY BUILDERS, INC., a Massachusetts charitable corporation, doing business in Illinois as TCB Illinois NFP, Inc.		MADDEN WELLS PHASE 1B ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership	
By:	BY:	MADDEN WELLS PHASE 1B CORP., an Illinois corporation	
Title:	ITS:	General Partner	
Name: Title: Address:		By:	
Address:	Addres	ss:	
1 North LaSalle Street, Suite 1200 Chicago, Illinois 60602 Attn: Lee Pratter	c/o Th 1 Nort Chicag Attn:]	e Community Builders, Inc. h LaSalle Street, Suite 1200 go, Illinois 60602 Lee Pratter	
"CHA"	OUN	e Community Builders, Inc. th LaSalle Street, Suite 1200 to, Illinois 60602 Lee Pratter	
CHICAGO HOUSING AUTHORITY		C_{ℓ}	
By: Terry Peterson, Chief Executive Officer	_	75	
Address:			
626 West Jackson Boulevard Chicago, Illinois 60661 Attn:			

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NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR PURPOSES OTHER THAN IMPROVEMENT OF THE PROPERTY.

"Borrower"

"Junior Lienholder"

THE COMMUNITY BUILDERS, INC., a Massachusetts charitable corporation, doing business in Illinois as TCB Illinois NFP, Inc.	MADDEN WELLS PHASE 1B ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership		
By: West T	BY: MADDEN WELLS PHASE 1B CORP., an Illinois corporation ITS: General Partner		
	By: Name: Nilliam Goldsmith Title: So cretary Address:		
Address:	c/o The Community Builders, Inc. 1 North LaSalle Street, Suite 1200 Chicago, Illinois 60602		
Attn: Tee Pratter	Attn: Lee Pratter		
"CHA" CHICAGO HOUSING AUTHORITY	Oly Clark's Original		
By: Terry Peterson, Chief Executive Officer	T'S O///		
Address:			
626 West Jackson Boulevard Chicago, Illinois 60661 Attn:			

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All-Purpose Acknowledgement	<u> </u>	
State of <u>FIIINOIS</u> County of <u>CODK</u> On <u>7/6/2005</u> before me, <u>Montoy</u>	Willia m 19, personally appeared <u>Goldsmit</u>	CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE Secretary OFFICER(S) TITLES(S) PARTNER(S) LIMITED GENERAL
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 authorized capacity(ies), and that by his/her their signature(s) on the instrument the person(s), or the entity 'upon behalf of which the persons acted', executed the instrument. Witness my hand and of icial seal.	□ ATTORNEY-IN-FACT □ TRUSTEE(S) □ GUARDIAN/ CONSERVATOR □ OTHER: □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □
Lilia Montoya Notary Public, State of Illinois My Commission Exp. 10/07/2008	SIGNATURE OF NOTARY	
attachment of this certificate to an una THIS CERTIFICATE Tit MUST BE ATTACHED TO THE DOCUMENT Nu DESCRIBED AT RIGHT:	the information requested below is OPTIC uthorized document. The or Type of Document Subordir mber of Pages Date of Documents)	nation Agreement

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All-Purpose Acknowledgement				
State of Illinois County of Cook On 7/7/05 before me, Wand)) la Carter-Williams Terry, personally appeared Peterson,	CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER(S) TITLES(S) PARTNER(S) LIMITED GENERAL		
S OFFICIAL CE	LIAMS Watness my nand and official seal.	☐ ATTORNEY-IN-FACT ☐ TRUSTEE(S) ☐ GUARDIAN/ CONSERVATOR ☐ OTHER: SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)		
ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.				
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:	Number of Pages Date of Docu	ument		

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EXHIBIT A LEGAL DESCRIPTION

***THE LEASEHOLD ESTATE CREATED BY THE INSTRUMENT HEREINAFTER REFERRED TO AS THE LEASE, EXECUTED BY THE CHICAGO HOUSING AUTHORITY, AS LANDLORD AND THE COMMUNITY BUILDERS, INC. D/B/A TCB ILLINOIS NFP, INC., AS TENANTS, DATED JULY 1, 2005, WHICH LEASE COMMENCES JULY 1, 2005 AND TERMINATES JUNE 30, 2104, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER OS JULY 1, 2005 AND ASSIGNED BY ASSIGNMENT OF GROUND LEASE EXECUTED BY THE COMMUNITY BUILDERS, INC. D/B/A TCB ILLINOIS NFP, INC., AS ASSIGNOR, AND MADDEN WELLS PHASE 1B ASSOCIATES LIMITED PARTNERSHIP, AS ASSIGNEE AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER OS JEGO AND WHICH LEASE DEMISES THE PROPERTY HEREINAFTER DESCRIBED TO WIT:



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EXHIBIT "A" - cont

Legal Description

Borrower's leasehold estate in the following described property pursuant to the Ground Lease (as defined in the Superior Mortgage):

LOT 2 IN MADDEN-WELLS SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 34 AND FRACTIONAL SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 2004 AS DOCUMENT NUMBER 0408445058, TOGETHER WITH THAT PART OF LOT 3 IN MADDEN-WELLS SUBDIVISION, AFORESAID, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHERLY MOST WEST COPAR OF SAID LOT 3; THENCE NORTH 22°52′25″ WEST, ALONG THE SOUTHWESTERLY LINE THEREOT, 127.33 FEET, TO THE WESTERLY MOST NORTH CORNER OF SAID LOT 3; THENCE NORTH 66°24′C8″ EAST, ALONG THE NORTHWESTERLY LINE THEREOF, 0.01 FEET; THENCE SOUTH 23°30′22″ EAST 121.32 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 3; THENCE SOUTH 66°24′08″ WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 3, A DISTANCE OF 1.42 FEET TO THE POINT OF BEGINNING, IN COOK, COUNTY, ILLINOIS.

LOT 3 IN MADDEN-WELLS SUPDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 34 AND FRACTIONAL SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 2004 AS DOCUMENT NUMBER 0408445058, (EXCEPT THAT PART THEREOF, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHERLY MOST Y. EST CORNER OF SAID LOT 3; THENCE NORTH 22°52'25" WEST, ALONG THE SOUTHWESTERLY LINE TELEREOF, 127.33 FEET, TO THE WESTERLY MOST NORTH CORNER OF SAID LOT 3; THENCE NORTH 66°24'08" EAST, ALONG THE NORTHWESTERLY LINE THEREOF, 0.01 FEET; THENCE SOUTH 23°30'22" EAST 127.32 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 3; THENCE SOUTH 66°24'08" WELT, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 3, A DISTANCE OF 1.42 FEET TO THE POINT OF BEGLYNING), IN COOK COUNTY, ILLINOIS.

LOT 4 IN MADDEN-WELLS SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 34 AND FRACTIONAL SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF & CORDED MARCH 24, 2004 AS DOCUMENT NUMBER 0408445058, IN COOK COUNTY, ILLINOIS.

LOT 35 IN MADDEN-WELLS SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 34 AND FRACTIONAL SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 2004 AS DOCUMENT NUMBER 0408445058, IN COOK COUNTY, ILLINOIS.

LOT 36 IN MADDEN-WELLS SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 34 AND FRACTIONAL SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 2004 AS DOCUMENT NUMBER 0408445058, IN COOK COUNTY, ILLINOIS.

LOT 37 IN MADDEN-WELLS SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 34 AND FRACTIONAL SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 2004 AS DOCUMENT NUMBER 0408445058, IN COOK COUNTY, ILLINOIS.

LOT 38 IN MADDEN-WELLS SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 34 AND FRACTIONAL SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD

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PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 2004 AS DOCUMENT NUMBER 0408445058, IN COOK COUNTY, ILLINOIS.

LOT 42 IN MADDEN-WELLS SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 34 AND FRACTIONAL SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 2004 AS DOCUMENT NUMBER 0408445058, TOGETHER WITH THAT PART OF LOT 43 IN MADDEN-WELLS SUBDIVISION, AFORESAID, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 43; THENCE NORTH 86°06'20" EAST, ALONG THE SOUTHERLY LINE OF SAID LOT 43, A DISTANCE OF 102.65 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03°53'40" WEST, 122.61 FEET TO THE NORTHERLY LINE OF SAID LOT 43; THENCE NORTH 86°06'20" EAST, ALONG THE NORTHERLY LINE OF SAID LOT 43, A DISTANCE OF 21.01 FEET TO THE EASTERLY LINE OF SAID LOT 43, A DISTANCE OF 122.61 FEET TO THE SOUTHERLY LINE OF SAID LOT 43; THENCE SOUTH 86°06'20" WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 43, A DISTANCE OF 122.61 FEET TO THE SOUTHERLY LINE OF SAID LOT 43; THENCE SOUTH 86°06'20" WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 43, A DISTANCE OF 21.01 FEET TO THE POINT OF BEGINNING, IN COCK COUNTY, ILLINOIS.

LOT 44 IN MADDEN-WE'L'S SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 34 AND FRACTICNAL SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 2004 AS DOCUMENT NUMBER 0408445058, IN COOK COUNTY, ILLINOIS.

LOT 52 IN MADDEN-WELLS SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 34 AND FRACTIONAL SECTION 35. TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 2004 AS DOCUMENT NUMBER 0408445058, TOGETHEP, WITH THAT PART OF LOT 53 IN MADDEN-WELLS SUBDIVISION, AFORESAID, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 53; THENCE NORTH 73°52'10" EAST, ALONG THE NORTHERLY LINE OF SAID LOT 53, A DISTANCE OF 109.91 FEET TO THE NORTHEAST CO.3 M.FR THEREOF; THENCE SOUTH 20°03'30" EAST, ALONG THE EASTERLY LINE OF SAID LOT 53 A DISTANCE OF 9.21 FEET; THENCE SOUTH 73°52'10" WEST, 110.54 FEET TO THE WESTERLY LINE OF SAID LOT 53; THENCE NORTH 16°07'50" WEST, ALONG THE WESTERLY LINE OF SAID LOT 53, A DISTANCE OF 9.19 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

LOT 54 IN MADDEN-WELLS SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 34 AND FRACTIONAL SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 2004 AS DOCUMENT NUMBER 0408445058, (EXCEPT THAT PART THEREOF, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 54; THENCE NORTH: 20°03'30" WEST, ALONG THE WESTERLY LINE OF SAID LOT 54, A DISTANCE OF 0.94 FEET; THENCE NORTH 69°57'06" EAST, 125.18 FEET TO THE EASTERLY LINE OF SAID LOT 54; THENCE SOUTH 19°.8'00" EAST, 2.59 FEET TO THE SOUTHEAST CORNER OF SAID LOT 54; THENCE SOUTH 70°42'26" WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 54, A DISTANCE OF 125.19 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

LOT 55 IN MADDEN-WELLS SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 34 AND FRACTIONAL SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 2004 AS DOCUMENT NUMBER 0408445058, (EXCEPT THAT PART THEREOF, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 55; THENCE NORTH 20°03'30" WEST, ALONG THE WESTERLY LINE OF SAID LOT 55, A DISTANCE OF 0.95 FEET; THENCE NORTH 69°57'06" EAST, 125.10 FEET TO THE EASTERLY LINE OF SAID LOT 55; THENCE SOUTH 19°58'00" EAST, 1.13 FEET TO THE SOUTHEAST CORNER OF SAID LOT 55; THENCE SOUTH 70°01'59" WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 55, A DISTANCE OF 125.10 FEET TO THE POINT OF BEGINNING),

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TOGETHER WITH THAT PART OF LOT 54, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 54; THENCE NORTH 20°03'30" WEST, ALONG THE WESTERLY LINE OF SAID LOT 54, A DISTANCE OF 0.94 FEET; THENCE NORTH 69°57'06" EAST, 125.18 FEET TO THE EASTERLY LINE OF SAID LOT 54; THENCE SOUTH 19°58'00" EAST, 2.59 FEET TO THE SOUTHEAST CORNER OF SAID LOT 54; THENCE SOUTH 70°42'26" WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 54, A DISTANCE OF 125.19 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

LOT 56 IN MADDEN-WELLS SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 34 AND FRACTIONAL SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 2004 AS DOCUMENT NUMBER 0408445058, TOGETHER WITH THAT PART OF LOT 55, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 55; THENCE NORTH 20°03'30" WEST, ALONG THE WESTERLY LINE OF SAID LOT 55, A DISTANCE OF 0.95 FEET; THENCE NORTH 69°57'06" EAST, 125.10 FEET TO THE EASTERLY LINE OF SAID LOT 55; THENCE SOUTH 19°58'00" EAST, 1.13 FEET 10 THE SOUTHEAST CORNER OF SAID LOT 55; THENCE SOUTH 70°01'59" WEST, ALONG THE SOUTHEAST CORNER OF SAID LOT 55, A DISTANCE OF 125.10 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

LOT 64 IN MADDEN-WELLS SUPDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 34 AND FRACTIONAL SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 2004 AS DOCUMENT NUMBER 0408445058, IN COOK COUNTY, ILLINOIS.

LOT 65 IN MADDEN-WELLS SUBDIVISION. FEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 34 AND FRACTIONAL SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 2004 AS DOCUMENT NUMBER 0408445058, IN COOK COUNTY. ILLINOIS.

LOT 66 IN MADDEN-WELLS SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 34 AND FRACTIONAL SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 2004 AS DOCUMENT NUMBER 0408445058, IN COOK COUNTY, ILLINOIS.

LOT 67 IN MADDEN-WELLS SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 34 AND FRACTIONAL SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 2004 AS DOCUMENT NUMBER 0408445058, IN COOK COUNTY, ILLINOIS.

LOT 68 IN MADDEN-WELLS SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 34 AND FRACTIONAL SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 2004 AS DOCUMENT NUMBER 0408445058, IN COOK COUNTY, ILLINOIS.

LOT 69 IN MADDEN-WELLS SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 34 AND FRACTIONAL SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 2004 AS DOCUMENT NUMBER 0408445058, IN COOK COUNTY, ILLINOIS.

LOT 70 IN MADDEN-WELLS SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 34 AND FRACTIONAL SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 2004 AS DOCUMENT NUMBER 0408445058, IN COOK COUNTY, ILLINOIS.

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LOT 71 IN MADDEN-WELLS SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 34 AND FRACTIONAL SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 2004 AS DOCUMENT NUMBER 0408445058, IN COOK COUNTY, ILLINOIS.

LOT 73 IN MADDEN-WELLS SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 34 AND FRACTIONAL SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 2004 AS DOCUMENT NUMBER 0408445058, IN COOK COUNTY, ILLINOIS.

LOT 74 IN MADDEN-WELLS SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 34 AND FRACTIONAL SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 2004 AS DOCUMENT NUMBER 0408445058, IN COOK COUNTY, ILLINOIS.

LOT 76 IN MADD 3N WELLS SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 34 AND FLACTIONAL SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 2004 AS DOCUMENT NUMBER 040 \$245058, IN COOK COUNTY, ILLINOIS.

Street Address:

Vacant Land

P.I.N. Numbers:

17-34-420-001, Vol. 527 17-34-420-016 vol. 527 17-34-420-031, vol. 527 17-34-420-032, Vol. 527 17-35-101-102, Vol. 527 17-34-419-012, Vol. 527