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Joy S. Goldman Meltzer, Purtill & Stelle LLC 1515 E. Woodfield Road Second Floor Schaumburg, Illinois 60173

Permanent Tax Index Number:



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Eugene "Gene" Moore

Cook County Recorder of Deeds

Date: 11/15/2005 07:36 AM Pg: 1 of 15

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Property Address

475 N. Sacramento Boulevard Chicago, Illinois

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

NON-DISTURBANCE **AND** ATTORNMENT This SUBORDINATION. AGREEMENT dated as of October 27, 2005 (the "Agreement"), is executed by and among CHICAGO GREENWORKS, LLC, an Illinois linkied liability company (the "Landlord"), CHRISTY WEBBER & COMPANY, an Illinois corporation (the "Tenant"), and ROYAL AMERICAN BANK, an Illinois state bank (the "Lender").

RECITALS:

- The Lender is the mortgagee under that certain Phase I Scoior Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated Ablaber 27, 2005, to be recorded concurrently herewith (the "Mortgage"), which Mortgage encumbers the Real Estate (as hereinafter defined) and secures a principal indebtedness in the amount of One Million Eight Hundred and 00/100 Dollars (\$1,800,000.00).
- The Tenant has entered into that certain lease agreement (such lease agreement hereinafter being referred to as the "Lease Agreement", and the Lease Agreement, together with all amendments and modifications thereof, hereinafter being referred to as the "Lease") dated October 19, 2005 with the Landlord, pursuant to which the Tenant has leased certain land and improvements premises (the "Leased Premises") on the parcel of land legally described on Exhibit "A" attached hereto and made a part hereof (the "Real Estate").

Box 400-CTCC

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

AGREEMENTS:

- 1. The Tenant represents and warrants to the Lender that (i) the Lease constitutes the entire agreement between the Tenant and the Landlord with respect to the Leased Premises and there are no other agreements, written or verbal, governing the tenancy of the Tenant with respect to the Leased Premises; and (ii) the Lease is in full force and effect.
- 2. The Tenant covenants with the Lender that the Lease shall be subject and subordinate to the lien and all other provisions of the Mortgage and to all modifications and extensions thereof, to the full extent of all principal, interest and all other amounts now or hereafter secured thereby and with the same force and effect as if the Mortgage had been executed and delivered prior to the execution and delivery of the Lease. Without limiting the generality of the foregoing subordination provision, the Tenant hereby agrees that any of its right, title and interest in and to insurance proceeds and condemnation awards (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any of the Real Fistate, shall be subject and subordinate to the Lender's right, title and interest in and to such proceed, and awards.
- 3. The Tenant acknowledges that the Landlord has collaterally assigned to the Lender any and all leases affecting the Real Escate including the Lease, and the rents and other amounts, including, without limitation, lease termination fees, if any, due and payable under such leases. In connection therewith, the Tenant agrees that, upon receipt of a notice of a default by the Landlord under such assignment and a demand by the Lender for direct payment to the Lender of the rents due under the Lease, the Tenant will know such demand and make all subsequent rent payments directly to the Lender. The Tenant further agrees that any Lease termination fees payable under the Lease shall be paid jointly to the Landlord and the Lender.
 - 4. The Lender agrees that so long as the Tenant is not in default under the Lease:
 - (a) The Tenant shall not be named or joined as a party in any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage (unless the Tenant is a necessary party under applicable law); and
 - (b) The possession by the Tenant of the Leased Premises and the Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise materially adversely affected by (i) any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage, or by any judicial sale or execution or other sale of the Leased Premises, or any deed given in lieu of foreclosure, or (ii) any default under the Mortgage.

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- 5. Prior to pursuing any remedy available to the Tenant under the Lease, at law or in equity as a result of any failure of the Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by the Landlord under the Lease (any such failure being hereinafter referred to as a "Landlord's Default"), the Tenant shall: (a) provide the Lender with a notice of the Landlord's Default, specifying the nature thereof, the section of the Lease under which such Landlord's Default arose, and the remedy which the Tenant will elect under the terms of the Lease or otherwise, and (b) allow the Lender not less than thirty (30) days following receipt of notice of the Landlord's Default to cure the same; provided, however, that, if such Landlord's Default is not readily curable within such thirty (30) day period, the Tenant shall give the Lender such additional time as the Lender may reasonably need to obtain possession and control of he Real Estate and to cure such Landlord's Default so long as the Lender is diligently pursuing a cure. The Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless the Lender fails to cure same within the time period specified above. For purposes or this Section 6, a Landlord's Default shall not be deemed to have occurred until all grace and/or cure periods applicable thereto under the Lease have lapsed without the Landlord having effectuated a care thereof.
- 6. If the Lender or any future holder of the Mortgage shall become the owner of the Real Estate by reason of foreclosure of the Mortgage or otherwise, or if the Real Estate shall be sold as a result of any action or proceeding to foreclose the Mortgage or transfer of ownership by deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between the Tenant and the new owner of the Real Estate as "landlord" upon all the same terms, covenants and provisions contained in the Lease (subject to the exclusions set forth in subsection (b) below), and in such event:
 - (a) The Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if the Tenant elects or has elected ac exercise its options to extend the term), and the Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "landlord" under the Lease without any additional documentation to effect such attornment (provided, however, if applicable law shall require additional documentation at the time the Lender exercises its remedies then the Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law);
 - (b) Such new owner shall be bound to the Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if the Tenant elects or has elected to exercise its options to extend the term); provided, however, that such new owner shall not be:
 - (i) liable for any act or omission of any prior landlord (including the Landlord);
 - (ii) subject to any offsets or defenses which the Tenant has against any prior landlord (including the Landlord) unless the Tenant shall have provided the

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Lender with (A) notice of the Landlord's Default that gave rise to such offset or defense, and (B) the opportunity to cure the same, all in accordance with the terms of Section 6 above;

- (iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which the Tenant might have paid in advance for more than the current month to any prior landlord (including the Landlord);
- (iv) liable to refund or otherwise account to the Tenant for any security deposit not actually paid over to such new owner by the Landlord;
- (v) bound by any amendment or modification of the Lease made without the Lender's consent;
- (vi) bound by, or liable for any breach of, any representation or warranty or indemnity agreement contained in the Lease or otherwise made by any prior landlord (including the Landlord); or
- (vii) persocally liable or obligated to perform any such term, covenant or provision, such new owner's liability being limited in all cases to its interest in the Real Estate.
- 7. Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To the Lender

ROYAL AMERICAN BANK

1001 Johnson Drive

Buffalo Grove, Illinois 60089 Attn: Christopher A. Ebert

With a copy to:

MELTZER, PURTILL & STELLE LLC

1515 East Woodfield Road

Second Floor

Schaumburg, Illinois 60173-5431 Attn: Michael J. Wolfe, Esq.

To the Landlord:

CHICAGO GREENWORKS LLC

230 N. Western Avenue Chicago, Illinois 60612 Attn: Christy Webber

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With a copy to:

NEAL AND LEROY 203 N. LaSalle Street Chicago, Illinois 60601

Attn: Paul E. Bennett II, Esq.

To the Tenant:

CHRISTY WEBBER, INC. 230 N. Western Avenue Chicago, Illinois 60612 Attn: Christy Webber

With a copy to:

NEAL AND LEROY 203 N. LaSalle Street Chicago, Illinois 60601 Attn: Paul E. Bennett II, Esq.

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party ne etc. All notices sent pursuant to the terms of this section shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

- 8. The Tenant acknowledges an ingrees that the Lender will be relying on the representations, warranties, covenants and agreements of the Tenant contained herein and that any default by the Tenant hereunder shall permit the Lender, at its option, to exercise any and all of its rights and remedies at law and in equity against the Tenant and to join the Tenant in a foreclosure action thereby terminating the Tenant's right, title and interest in and to the Leased Premises.
- 9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of the Lander, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.
- 10. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Subordination, Non-Disturbance and Attornment Agreement the day and year first above written.

LANDLORD:

CHICAGO GREENWORKS, LLC, an Illinois

limited liability company

By:

Name: Christy Webber, it sole member

Name: Christy Webber, President

TENANT:

CHRISTY WEBBER & COMPANY, an Illinois

corporation

LENDER:

RCYAL AMERICAN BANK, an Illinois state bank

By:

Name: Title:

CHMSTOPTON

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)
The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
GIVEN un ie my hand and notarial seal this 3 day of 000000, 2005.
Or TUP.P.
Notary Public
My Commission Expires:
2/10/2008
7 2/10/2000
STATE OF ILLINOIS)
OUNTY OF COOK SS. "OFFICIAL SEAL" ROGER P. POST Notary Jublic, State of Illinois My Comprission Expires Feb. 10, 2008
The undersigned, a Notary Public in and for the said Commy, in the state aforesaid, DO
HEREBY CERTIFY that CHRISTY WEBBER, the sole member, of CHICAGO GREENWORKS, LLC, an Illinois limited liability company, who is personally known to me to
be the same person whose name is subscribed to the foregoing instrument as such Sole Member
appeared before me this day in person and acknowledged that he/she signed and delivered the
said instrument as his/her 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 28 day of 27000, 2005.
TZTZ
Notary Public
My Commission Expires:
2/10/2008
·
"OFFICIAL SEAL" ROGER P. POST Notary Public, State of Illinois My Commission Expires Feb. 10, 2008

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STATE OF ILLINOIS)
COUNTY OF COOK) SS.
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that CHRISTY WEBBER, the President, of CHRISTY WEBBER & COMPANY, an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her 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 Z8 day of October, 2005.
Notary Public My Commission Expires:
"OFFICIAL SEAL" ROGER P. POST Not ry P. blic, State of Illinois My Commission Expires Feb. 10, 2008
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5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

EXHIBIT A

****** PHASE I PARCELS

FARCEL (RROPESET LOT 1)

A PARCEL OF LAND LOCATED IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST 1/2 OF THE NORTHWEST 1/4 AND A PART OF LOT 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE FAST 66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD (SACRAMENTO SQUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 537.00 FEET; THENCE NORTH 01°21'02" WEST, 23.50 FEET TO THE POINT OF ECCINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTH 01°21'01" WEST, 39.62 FEET; THENCE NORTH 33°53'03" EAST, 116.06 FEET; THENCE NORTH 01°28'07" WEST, 143.36 FEET; THENCE NORTH 88°38'59" EAST, 266.58 FEET; THENCE SOUTH 01°28'07 LANT, 506.42 FEET; THENCE SOUTH 48°16'36" EAST, 95.15 FEET TO A POINT OF CURVE; TPENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 40.00' AND AN ARCE LENGTH OF 28.15 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°36'02" NESTM 235.31 FEET, TO THE POINT OF BEGINNING.

AND

PARCEL 2:

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UNCOMMITMENT FOR TITLE INSURANCE SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008236342 DG

A PARCEL OF LAND LOCATED IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST 1/2 OF THE NORTHWEST 1/4 AND A PART OF LOT 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST 66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD (SACRAMENTO SQUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH PO'N' IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 502.49 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PAPIEL OF LAND; THENCE NORTH 18°22'34" EAST, 7.44 FEET; THENCE NORTH 10°49'15" EAST, 1)4.34 FEET; THENCE NORTH 01°21'01" WEST, 512.72 FEET; THENCE NORTH 88°38'59" EAST, 76.J2 FEET; THENCE SOUTH 01°28'07" EAST, 463.80 FEET; THENCE SOUTH 33°53'03" WEST, 116 % FEET; THENCE SOUTH 01°21'01" EAST, 63.12 FEET; THENCE SOUTH 88°38'59" WEST, 34.53 ENT TO THE POINT OF BEGINNING.

AND

PARCEL 3: (PROPOSED LOT 9)

A PARCEL OF LAND LOCATED IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 5, 10 AND ALL OF LOT 9 IN GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST 1/2 OF THE NORTHWEST 1/4 AND A PART OF LOT 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST 66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVIRD (SACRAMENTO SQUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SALD GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 17 SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 537.00 FEET; THENCE NORTH 01°21'02" WEST, 73.50 FEET; THENCE NORTH 88°36'02" EAST, 235.31 FEET TO A POINT OF CURVATURE; THENCE NOR THE ASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 40.00 FEET AND AN ARC LENGTH OF 28.15 FEET; THENCE SOUTH 41°43'24" EAST, 34.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTH 48°16'36" EAST, 151.87 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 48.00 FEET AND AN ARC LENGTH OF 33.82 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°38'58" EAST, 66.54 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 39.00 FEET AND AN ARC LENGTH OF 62.62 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 60.00 FEET AND AN ARC LENGTH OF 52.77 FEET TO A POINT OF TANGENCY; THENCE SOUTH 51°02'23" WEST, 66.97 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 51.00 FEET AND AN ARC LENGTH OF 33.43 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°36'02" WEST,

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134.61 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 16.21 FEET AND AN ARCE LENGTH OF 36.84 FEET TO THE POINT

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PHASE II PARCELS

LOT 2

A PARCEL OF LAND LOCATED IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST ½ OF THE NORTHWEST ¼ AND A PART OF LOT 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST 66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD(SACRAMENTO SQUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 537.00 FEET; THENCE NORTH 01°21'02" WEST, 63.12 FEET, THENCE NORTH 33°53'03" EAST, 116.06 FEET; THENCE NORTH 01°28'07" WEST, 443.36 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 01°28'07" WEST, 20.44 FEET; THENCE NORTH 01°21'01" WEST, 150.00 FEET; THENCE SOUTH 61°52''.1" EAST, 306.24 FEET; THENCE SOUTH 01°28'07" EAST, 19.73 FEET; THENCE SOUTH 88°38'59" WEST, 266.58 FEET TO THE POINT OF BEGINNING.

AND

LOT 3

A PARCEL OF LAND LOCATED IN THE LAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRT PHINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LCTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST 1/4 OF THE NORTHWEST 1/4 AND A PART OF LOT 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 1/4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST 66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOW S.

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD (SACRAMENTO SQUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE COUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PEAPFY DICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 537.00 FEET; THENCE NORTH 01°21'02" WEST, 23.50 FEET; THENCE NORTH 88°36'02" EAST, 235.31 FEET TO A POINT OF CULVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A KADIUS OF 40.00 FEET AND AN ARC LENGTH OF 28.15 FEET TO A POINT OF TANGENCY; THENCE NORTH 48°16'36" EAST, 95.15 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TARCEL OF LAND; THENCE NORTH 01°28'07" WEST, 526.15 FEET; THENCE SOUTH 61°52'11" EAST, 116.92 FEET; THENCE SOUTH 01°29'41" EAST, 412.34 FEET; THENCE SOUTH 88°38'58" WEST, 5.40 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, AN ARC DISTANCE OF 57.78 FEET, HAVING A RADIUS OF 82.00 FEET AND AN ARC LENGTH OF 57.78 FEET TO A POINT OF BEGINNING.

AND

LOT 4

A PARCEL OF LAND LOCATED IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST ½ OF THE NORTHWEST ¼ AND A PART OF LOT 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST

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66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD(SACRAMENTO SOUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 537.00 FEET; THENCE NORTH 01°21'02" WEST. 23.50 FEET; THENCE NORTH 88°36'02" EAST, 235.31 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 40.00 FEET AND AN ARC LENGTH OF 28.15 FEET TO A POINT OF TANGENCY; THENCE NORTH 48°16'36 EAST, 151.87 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 82.00 FEET AND AN ARC LENGTH OF 57.78 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°38'58" EAST, 5.40 FEET TO THE POINT OF BEGINN', IG OF THE HEREINAFTER DESCRIBED PARCEL OF LAND: THENCE NORTH 01°29'41" WEST. 412.34 FELT; THENCE SOUTH 61°52'11" EAST, 226.99 FEET; THENCE SOUTH 17°47'14" WEST, 324.58 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 7::00 FEET AND AN ARC LENGTH OF 29.84 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°36'58' WEST, 61.14 FEET TO THE POINT OF BEGINNING.

AND

LOT 5

A PARCEL OF LAND LOCATEL IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST ½ OF THE NORTHWEST ¼ AND A PART OF LOT 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 A ND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST 66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD(SACRAMENTO SQUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTYLOF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A I 'NE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 537.00 FEET, THENCE NORTH 01°21'02" WEST 23.50 FEET; THENCE NORTH 88°36'02" EAST, 235.31 FEET TO A PC NT OF CIRVATURE: THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 40.00 FEET AND AN ACR LENGTH OF 28.15 FEET TO A POINT OF TANGENCY, THENCE NORTH 48°16'36" EAST, 151.87 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 82.00 FEET AND AN ARC LENTH OF 57.78 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°38'58" EAST, 66.54 FEFT TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 73.00 FEET AND AN ARC LENGTH OF 29.84 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTH 17°47'14" EAST. 324.58 FEET; THENCE SOUTH 61°52'11" EAST, 82.95 FEET; THENCE SOUTH 01°18'51" EAST, 368.27 FEET; THENCE SOUTH 51°21'20" WEST, 67.28 FEET; THENCE NORTH 70°05'12" WEST, 97.24 FEET: THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 94.00 FEET AND AN ARC LENGTH OF 39.92 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 73.00 FEET AND AN ARC LENGTH OF 117.21 FEET TO THE POINT OF BEGINNING.

AND

LOT 7

A PARCEL OF LAND LOCATED IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND

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CARSON'S SUBDIVISION IN SAID EAST ½ OF THE NORTHWEST ¼ AND A PART OF LOT 28, IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST 66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVARD(SACRAMENTO SQUARE), SAID EAST LINE BEING ALSO THE WEST LINE OF LOTS 18 THROUGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 537.00 FEET; THENCE NORTH 01°21'02" WEST, 23.50 FEET; THENCE NORTH 88°36'02" EAST, 235.31 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 40.00 FEET AND AN ARC LENGTH OF 28.15 FEET TO A POINT OF TANGENCY; THENCE NORTH 48°16'36" EAST, 151.87 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 82.00 FEET AND AN ARC LENGTH OF 57.78 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°38'58" EAST, 66.54 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A CADIUS OF 73.00 FEET TO AN ARC LENGTH OF 147.05 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 94.00 FIET AND AN ARC LENGTH OF 122.60 FEET TO A POINT OF TANGENCY; THENCE SOUTH 51°02'23' V.E°T, 66.47 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 85.00 FEET AND AN ARC LENGTH OF 55.72 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°36'02" WEST, 7.04 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE SOUTH 01°28'07" EAST, 118.48 FEET; THENCE SOUTH 51°21'20" WEST, 31.40 FEET; THENCE SOUTH 01°15'54" EAST, 44.54 FEET; THENCE SOUTH 89°03'00" WEST, 57.81 FEET; THENCE SOUTH 51°19'44" WEST, 14.71 FEET; THENCE SOUTH 89°03'00' WEST, 326.77 FEET; THENCE NORTH 01°21'02" WEST, 187.92 FEET; THENCE NORTH 88°36'02" EAS: 121.03 FEET TO THE POINT OF BEGINNING.

AND

LOT 8

A PARCEL OF LAND LOCATED IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF PART OF LOTS 2, 3, 8, 10 AND ALL OF LOT 9 IN GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST ½ OF THE NORTHWEST ¼ AND A PART OF LOT 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS 1 AND 4, AND ALSO LOTS 2 AND 3, EXCEPT THE EAST 66.00 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION, AFORESAID, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SACRAMENTO BOULEVAPD(SACRAMENTO SQUARE), SAID EAST LINE BEING ALOS THE WEST LINE OF LOTS 18 THKO JGH 25 IN SAID GRIFFIN'S SUBDIVISION, WHICH POINT IS 3.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22 IN SAID GRIFFIN'S SUBDIVISION; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SACRAMENTO BOULEVARD, A DISTANCE OF 537.00 FEET; THENCE NORTH 01-21'02" WEST. 23.50 FEET; THENCE NORTH 88°36'02" EAST, 235.31 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 40.00 FEET AND AN ARC LENGTH OF 28.15 FEET TO A POINT OF TANGENCY; THENCE NORTH 48°16'36" EAST, 151.87 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 82.00 FEET AND AN ARC LENGTH OF 57.78 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°38'58" EAST, 66.54 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 73.00 FEET TO AN ARC LENGTH OF 147.05 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 94.00 FEET AND AN ARC LENGTH OF 39.92 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE SOUTH 70°05'12" EAST, 97.24 FEET; THENCE SOUTH 51°21'20" WEST, 288.04 FEET; THENCE NORTH 01°28'07" WEST, 118.48 FEET; THENCE NORTH 88°36'02" EAST, 7.04 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 85.00 FEET AND AN ARC LENGTH OF

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55.72 FEET TO A POINT OF TANGENCY; THENCE NORTH 51°02'23" EAST, 66.97 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 94.00 FEET AND AN ARC LENGTH OF 82.68 FEET TO THE POINT OF BEGINNING.

16-12-114-002 PIN(S) 16-12-114-005 16-12-114-013 Property of Cook County Clerk's Office 16-12-114-014