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Doc#: 0531935012 Fee: \$54.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 11/15/2005 07:38 AM Pg: 1 of 16

#82-36-342-21

13 of 13 LAYNES

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This document prepared by and after recording return to:
Michael L. Gaynor
Assistant Corporation Counsel
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

SUBORDINATION AGREEMENT

This Subordination Agreement ("Agreement") is made and entered into as of the 27th day of October, 2005 between the City of Chicago by and through its Department of Planning and Development (the "City"), and Royal American Bank, an Illinois state bank (the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Redevelopment Agreement dated the date hereof between Chicago GreenWorks LLC, an Illinois limited liability company (the "Developer") and the City (the "Redevelopment Agreement"), the Developer, has purchased certain property located within the Redevelopment Area at approximately 551 North Sacramento Boulevard, Chicago, Illinois and legally described on Exhibit A hereto (the "Parcels") in order to complete construction of the Project (as defined in said Redevelopment Agreement);

WHEREAS, as part of obtaining financing for the Project, the Developer, as Developer, and the Lender, as lender, have entered into a certain Loan Agreement dated as of the date hereof pursuant to which the Lender has agreed to make three loans to the Developer in the amounts of \$1,800,000, \$1,800,000 and \$950,000 and in the aggregate amount not to exceed \$4,550,000 (together, the "Loan"), which Loan is evidenced by three notes and executed by the Developer in favor of the Lender (together, the "Note"), and the repayment of the Loan is secured by, among other things, certain liens and encumbrances on the Parcels pursuant to the following: (i) Phase I Senior Construction Mortgage, Security Agreement, Assignment of Leases and Rents And Fixture Filing dated the date hereof made by the Developer to the Lender; and (ii) Phase I Senior Assignment of Rents and Leases dated the date hereof made by the Developer to the Lender; (iii) Phase I Junior Construction Mortgage, Security Agreement, Assignment of Leases and Rents And Fixture Filing dated the date hereof made by the Developer to the Lender; (iv) Phase I Junior Assignment of Rents And Leases dated the date hereof made by the Developer to the Lender; (v) Land Loan Mortgage, Security Agreement, Assignment of Leases

Box 400-CTCC

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and Rents and Fixture Filing dated the date hereof made by the Developer to the Lender; and (vi) Land Loan Assignment of Rents and Leases dated the date hereof made by the Developer to the Lender (all such agreements referred to above and otherwise relating to the Loan referred to herein collectively as the "Loan Documents");

WHEREAS, pursuant to the Redevelopment Agreement, the Developer will agree to be bound by certain covenants expressly running with the Parcels, as set forth in Sections 8.02, 8.06 and 8.20 of the Redevelopment Agreement (the "City Encumbrances");

WHEREAS, the City has agreed to enter into the Redevelopment Agreement with the Developer as of the date hereof, subject, among other things, to (a) the execution by the Developer of the Redevelopment Agreement and the recording thereof as an encumbrance against the Parcels; and (b) the agreement by the Lender to subordinate their respective liens under the Loan Documents to the City Encumbrances; and

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lender and the City agree as hereinafter set forth:

1. Subordination. All rights, interests and claims of the Lender in the Parcels pursuant to the Loan Documents are and shall be subject and subordinate to the City Encumbrances. In all other respects, the Redevelopment Agreement shall be subject and subordinate to the Loan Documents. Nothing herein, however, shall be deemed to limit any of the Lender's other rights or other priorities under the Loan Documents, including without limitation the Lender's right to receive, and the Developer's ability to make, payments and prepayments of principal and interest on the Note, or to exercise its rights pursuant to the Loan Documents except as provided herein. Furthermore, nothing herein shall have any effect whatsoever on the respective rights, obligation and covenants of the Lender and the City under the Redevelopment Agreement. The liabilities and obligations of the Lender with respect to the City Encumbrances and the City Agreements shall be as set forth in Section 16 of the Redevelopment Agreement.

2. Notice of Default. The Lender shall use reasonable efforts to give to the City, and the City shall use reasonable efforts to give to the Lender, (a) copies of any notices of default which it may give to the Developer with respect to the Project pursuant to the Loan Documents or the City Agreements, respectively, and (b) copies of waivers, if any, of the Developer's default in connection therewith. Under no circumstances shall the Developer or any third party be entitled to rely upon the agreement provided for herein. Failure of either party to deliver such notices or waivers shall in no instance alter the rights or remedies of such party under the Loan Documents or the City Agreements.

3. Waivers. No waiver shall be deemed to be made by the City or the Lender of any of their respective rights hereunder, unless the same shall be in writing, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the City or the Lender in any other respect at any other time.

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4. Governing Law; Binding Effect. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws and decisions of the State of Illinois, without regard to its conflict of laws principles, and shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the Lender.

5. Section Titles; Plurals. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto. The singular form of any word used in this Agreement shall include the plural form.

6. Notices. Any notice required hereunder shall be in writing and addressed to the party to be notified as follows:

If to the City: City of Chicago Department of Planning and
Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attention: Commissioner

With a copy to: City of Chicago Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

If to the Lender: Royal American Bank
1001 Johnson Drive
Buffalo Grove, Illinois 60089
Attention: Christopher A. Ebert

With a copy to: Meltzer Purtill & Stelle
1515 East Woodfield Road
Second Floor
Schaumburg, Illinois 60173
Attention: William Mitchell

or to such other address as either party may designate for itself by notice. Notice shall be deemed to have been duly given (i) if delivered personally or otherwise actually received, (ii) if sent by overnight delivery service, (iii) if mailed by first class United States mail, postage prepaid, registered or certified, with return receipt requested, or (iv) if sent by facsimile with facsimile confirmation of receipt (with duplicate notice sent by United States mail as provided above). Notice mailed as provided in clause (iii) above shall be effective upon the expiration of three (3) business days after its deposit in the United States mail. Notice given in any other manner described in this paragraph shall be effective upon receipt by the addressee thereof; provided, however, that if any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender.

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7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

8. Release of Loan Documents. As set forth in Section 16(e) of the Redevelopment Agreement, , upon the City's exercise of the right of re-entry and reverter as contemplated in Section 4.09(a)(i) of the Redevelopment Agreement, the pay-off or release prices at which the Loan Documents on each of the Parcels may be released from each such Parcel shall not exceed the Applicable Purchase Price (as such term is defined in the Redevelopment Agreement) for each such Parcel.

9. Phase I TIF Payment. Pursuant to Section 4.03(b)(ii) of the Redevelopment Agreement, the Developer has directed the City, and the City hereby agrees, to disburse the Phase I TIF Payment (if and when due and payable under the Redevelopment Agreement) to the Lender on the Developer's account, unless and until such time as the Lender notifies the City in writing pursuant hereto that (a) the Loan has been repaid in full and (b) the Loan Documents have been released from the Parcels.

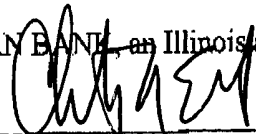
[The remainder of this page is intentionally left blank.]

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IN WITNESS WHEREOF, this Subordination Agreement has been signed as of the date first written above.

ROYAL AMERICAN BANK, an Illinois state bank

By: 

Its: Senon V.P.

CITY OF CHICAGO, acting by and through its
Department of Planning and Development

By: _____
Lori T. Healey
Acting Commissioner

ACKNOWLEDGED AND AGREED TO THIS
___ DAY OF _____, ____

Chicago GreenWorks, LLC,
an Illinois limited liability company

By: _____

Its: _____

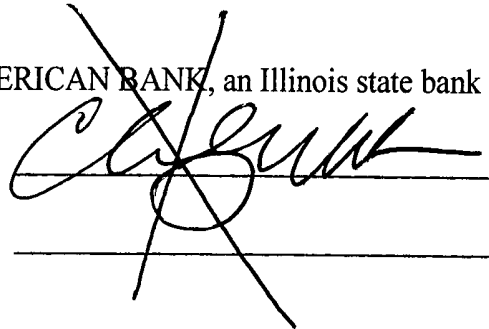
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IN WITNESS WHEREOF, this Subordination Agreement has been signed as of the date first written above.

ROYAL AMERICAN BANK, an Illinois state bank

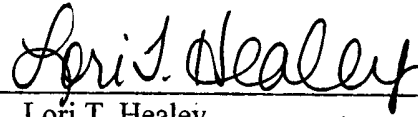
By:



Its:

CITY OF CHICAGO, acting by and through its
Department of Planning and Development

By:



Lori T. Healey
Acting Commissioner



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ACKNOWLEDGED AND AGREED TO THIS
27th DAY OF OCTOBER, 2005

Chicago GreenWorks, LLC,
an Illinois limited liability company

By:



Its:

MEMBER

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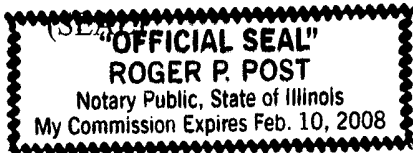
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ROGER POST, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY THAT CHRIS ERSKI, personally known to me to be the SENIOR V.P. of Royal American Bank, an Illinois state bank (the "Lender"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument, pursuant to the authority given to him/her by Lender, as his/her free and voluntary act and as the free and voluntary act of the Lender, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of OCTOBER, 2005

RP
Notary Public

My Commission Expires 2/10/2008

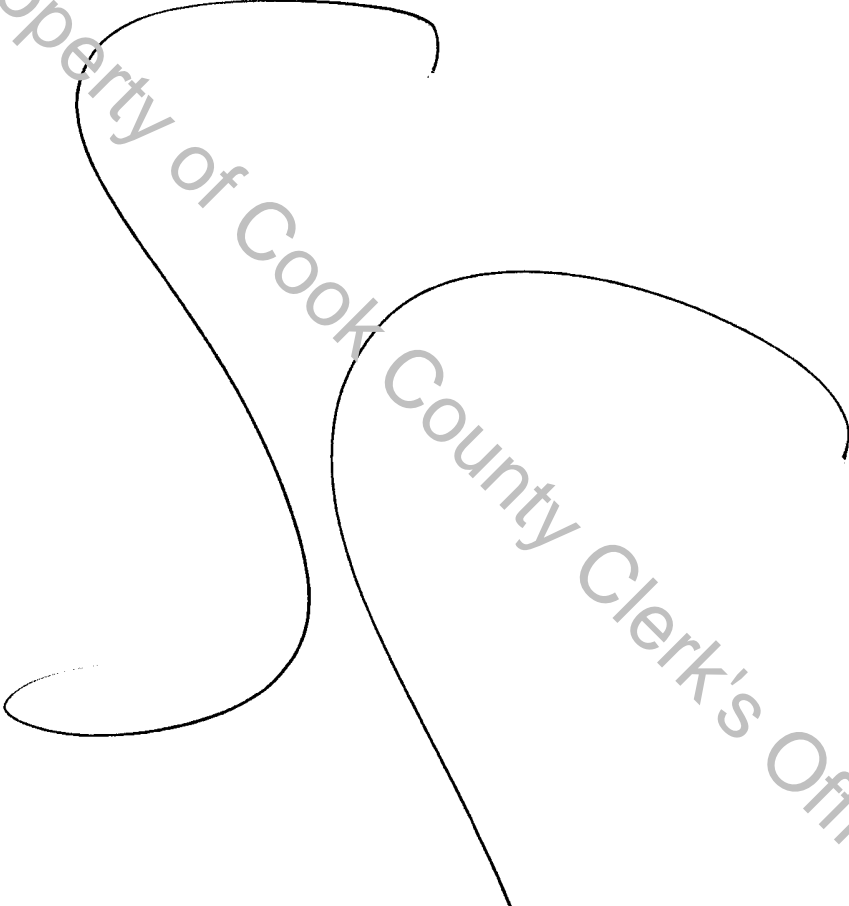


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EXHIBIT A - LEGAL DESCRIPTION

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5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

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***** PHASE I ~~PARCELS~~

~~PARCEL 1:~~
(~~PROPOSED~~ 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 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 5.00 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 BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTH 01°21'01" WEST, 59.62 FEET; THENCE NORTH 33°53'03" EAST, 116.06 FEET; THENCE NORTH 01°28'07" WEST, 43.36 FEET; THENCE NORTH 88°38'59" EAST, 266.58 FEET; THENCE SOUTH 01°28'07" EAST, 506.42 FEET; THENCE SOUTH 48°16'36" EAST, 95.15 FEET TO A POINT OF CURVE, THENCE 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" WEST 235.31 FEET, TO THE POINT OF BEGINNING.

AND

~~PARCEL 2:~~
(~~PROPOSED~~ LOT 6)

CONTINUED ON NEXT PAGE

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COMMITMENT 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 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 502.49 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTH 18°22'34" EAST, 7.44 FEET; THENCE NORTH 10°49'15" EAST, 104.34 FEET; THENCE NORTH 01°21'01" WEST, 512.72 FEET; THENCE NORTH 88°38'59" EAST, 76.02 FEET; THENCE SOUTH 01°28'07" EAST, 463.80 FEET; THENCE SOUTH 33°53'03" WEST, 116.06 FEET; THENCE SOUTH 01°21'01" EAST, 63.12 FEET; THENCE SOUTH 88°38'59" WEST, 34.53 FEET TO THE POINT OF BEGINNING.

AND

PARCEL 3:
(PROPOSER 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, 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 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; 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
OF BEGINNING.

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UNOFFICIAL COPYPHASE II PARCELSLOT 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°52'11" 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 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:

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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:

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AND

LOT 5

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 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 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 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 122.60 FEET TO A POINT OF TANGENCY; THENCE SOUTH 51°02'23" WEST, 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" EAST, 421.03 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 BOULEVARD(SACRAMENTO SQUARE), SAID EAST LINE BEING ALOS 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 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 $51^{\circ}02'23''$ 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.

PL4(s) 16-12-114-002

16-12-114-005

16-12-114-013

16-12-114-014

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