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SUBORDINATION OF MORTGAGE AND INTERCREDITOR AGREEMENT

2077957MTCLaSalle 10/2
This Subordination of Mortgage and Intercreditor

Agreement ("Intercreditor Agreement") is dated as of the

5th day of June, 2008 by and among **APOLLO BUILDING**

HOLDINGS, LLC, an Illinois limited liability company,

DONALD REIDELBERGER, ECR DEVELOPMENT,

LLC, an Illinois limited partnership, and **L.W. VAN GOGH**

INVESTMENT CORP., an Illinois corporation (collectively, the "Borrowers"), **BROADWAY**

BANK, an Illinois banking association ("Broadway") and **NEW CENTURY BANK**, an Illinois

banking association ("New Century").

RECITALS:

A. Borrower, Apollo Building Holdings, LLC ("Apollo") is the owner of certain real property legally described on Exhibit "A" attached hereto located in Cook County, Illinois and all improvements thereon (the "Property").

B. New Century made a loan in the principal amount of \$2,375,000, evidenced by a promissory note dated October 31, 2005, to L.W. Van Gogh Investment Corp., Donald Reidelberger and 2800 North Lincoln Development Corporation (the "New Century Note"), which was secured in part by a Mortgage of even date recorded against the Property on July 25,

**This Instrument Prepared By
and After Recording Return to:**

Eric S. Rein
Schwartz Cooper Chartered
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601

Permanent Index Numbers:

14-29-419-014
14-29-419-029
14-29-419-040

Address of Property:

2544 North Lincoln Avenue
Chicago, Illinois 60614



Doc#: 0817501031 Fee: \$76.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/23/2008 09:58 AM Pg: 1 of 21

M.G.R. TITLE

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2006 as Document No. 0620641161 (the "New Century Mortgage") and an Assignment of Rents recorded on July 25, 2006 as Document No. 0620641162 (collectively, the "New Century Loan Documents"). When it was recorded, the New Century Mortgage was subordinate to a Mortgage and Junior Mortgage granted to North Community Bank dated October 31, 2005 and recorded on November 8, 2005 as Document Nos. 0531241053 and 0531241055 (collectively, the "North Community Mortgages").

C. Broadway has agreed to make a loan to Borrowers in the principal amount of \$9,180,000 (the "Broadway Loan") evidenced by a promissory note dated June 5, 2008 in the original principal sum of \$9,180,000 executed by Borrowers, which is secured by, among other things, a mortgage executed by Apollo encumbering the Property (the "Broadway Mortgage") (collectively, the "Broadway Loan Documents"). The Broadway Loan is to be used in part to pay off the North Community Mortgages.

D. It is a condition precedent to the Broadway Loan that New Century consent to the Broadway Loan and that the Broadway Mortgage be a superior lien in all respects to the New Century Mortgage.

NOW, THEREFORE, in order to induce Broadway to make the Broadway Loan and in consideration of the mutual agreements and acknowledgements contained herein, the parties hereto agree as follows:

1. The recitals to this Agreement are incorporated herein and made a part hereof by this reference thereto.

2. Each of the parties hereto hereby acknowledges and agrees that until the entire Broadway Loan shall have been repaid in full, (a) all of the liens, security interests, terms, covenants and conditions of the New Century Loan are and shall at all times be wholly

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subordinate to all of the liens, security interests, terms, covenants and conditions of the Broadway Loan, and any and all advances made or incurred in accordance with the Broadway Loan Documents, subject to the restrictions contained in this Agreement, and (b) all amounts due to New Century under the New Century Loan (including interest and/or principal payments or prepayments, assignments of leases and rents, rights with respect to insurance proceeds and condemnation awards, advances and expenses with interest), are and shall at all times continue to be expressly subject and subordinate in right of lien priority and payment to the indebtedness of the Borrower evidenced by the Broadway Loan Documents, and any and all advances made or incurred in accordance with the Broadway Loan Documents, subject to the restrictions contained in this Agreement.

3. New Century shall not acquire by subrogation, contract or otherwise any lien upon any other estate, right or interest in the Property (including without limitation any which may arise in respect to real estate taxes, assessments of other governmental charges) which is or may be prior in right to the Broadway Mortgage or the other Broadway Loan Documents.

4. New Century, as of the date hereof, hereby represents and warrants to and covenants and agrees with Broadway as follows:

(a) New Century hereby consents to the provisions of the Broadway Loan, Broadway Note, Broadway Mortgage and the other Broadway Loan Documents delivered to New Century; and

(b) Without Broadway's prior, written consent, the New Century Loan Documents will not be amended to: (i) increase the principal amount of the indebtedness evidenced or secured thereby, except for Protective Advances; or (ii) shorten the maturity

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date hereof or grant the holders thereof any other security in the Property or in any other property that secures the Broadway Loan; and

(c) No additional advances will be made under the New Century Loan Documents, other than Protective Advances.

5. In the event of any proceedings to liquidate, dissolve or wind up the Borrowers, or of any execution, sale, receivership, insolvency, bankruptcy, liquidation, readjustment, reorganization, or other similar proceedings relative to the Borrowers or their property (a "Bankruptcy Proceeding"), the Broadway Loan shall be preferred in payment over the New Century Loan, and the Broadway Loan shall first be paid in full before any payment is made upon the New Century Loan; and in any such event any payment or distribution of any kind or character, whether in cash, property or securities (other than in securities or other evidences of indebtedness, the payment of which is subordinated to the Broadway Loan to the same extent as herein provided), which shall be made upon or in respect of the New Century Loan as a result of any such proceeding, shall be paid over first to the holder or holders of the Broadway Loan for application in payment thereof unless and until the Broadway Loan shall have been paid or satisfied in full.

6. New Century shall give Broadway notice of any default by Borrowers under any of the New Century Loan Documents at the time such notice is given to Borrowers and shall promptly provide to Broadway copies of all other notices and correspondence given or received by New Century relating to such default. Broadway shall give New Century notice of any "Event of Default" (as defined in the Broadway Loan Agreement) by Borrowers under any of the Broadway Loan Documents at the time such notice is given to the Borrowers and shall provide to New Century copies of all other notices given or received by Broadway relating to such Event of

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Default and copies of any foreclosure proceedings involving Borrowers or all or any portion of the Property. Failure of Broadway or New Century to deliver a copy of such notice to each other shall not affect or invalidate any notice of default or Event of Default given to Borrowers.

7. Broadway, as of the date hereof, hereby represents and warrants and covenants and agrees with New Century that Broadway has delivered or will deliver to New Century true and complete fully executed copies of the Broadway Loan Documents, and such documents have not been amended, modified or supplemented in any way.

8. No right of the holder or holders of the Broadway Loan to enforce the subordination of the New Century Loan Documents, or the New Century Loan, as herein provided shall at any time or in any way be affected or impaired by any failure to act on the part of the Borrowers, or by any noncompliance by the Borrowers with any of the terms, provisions and covenants of the New Century Loan or the New Century Loan Documents, regardless of any knowledge thereof that the holder or holders of the Broadway Loan may have or be otherwise charged with.

9. Each party hereby represents and warrants to the other that the party making such representation has full power and authority to enter into and perform its obligations hereunder, that this Agreement has been duly authorized, executed and delivered and constitutes the legal, valid and binding obligations of such party enforceable in accordance with its terms.

10. All notices or other communications required or permitted hereunder shall be (a) in writing and shall be deemed to be given when either (i) delivered in person, (ii) three business days after deposit in a regularly maintained receptacle of the United States mail as registered or certified mail, postage prepaid, (iii) when received if sent by private courier service or by

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facsimile transmission, or (iv) on the day on which the party to whom such notice is addressed refuses delivery by mail or by private courier service and (b) addressed as follows:

To Broadway: Broadway Bank
5960 North Broadway
Chicago, IL 60660
Attn.: Robert A Walker

To New Century: New Century Bank
363 West Ontario Street
Chicago, IL 60610
Attn.: Janel Jamison

or to each such party at such other addresses as such party may designate in a written notice to the other parties.

11. THIS AGREEMENT AND ANY AND ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED UNDER THE LAWS OF THE STATE OF ILLINOIS. BORROWERS, BROADWAY AND NEW CENTURY, IN ORDER TO INDUCE BROADWAY TO ENTER INTO AND CONSENT TO THE BROADWAY LOAN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH HEREBY IS ACKNOWLEDGED, AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING DIRECTLY, INDIRECTLY OR OTHERWISE IN CONNECTION WITH, OUT OF, RELATED TO OR FROM THIS AGREEMENT SHALL BE LITIGATED ONLY IN COURTS HAVING A SITUS WITHIN THE COUNTY OF COOK, STATE OF ILLINOIS, OR THE UNITED STATES DISTRICT COURT FOR SAID COUNTY. BORROWERS, BROADWAY AND NEW CENTURY EACH HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST IT ON THIS AGREEMENT IN ACCORDANCE WITH THIS PARAGRAPH. THIS PROVISION

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IS A MATERIAL INDUCEMENT FOR BROADWAY AND NEW CENTURY TO ENTER INTO AND CONSENT TO THE BROADWAY LOAN.

12. EACH OF BORROWERS, BROADWAY AND NEW CENTURY, EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING BROUGHT BY BROADWAY OR NEW CENTURY ON THIS AGREEMENT, ANY AND EVERY RIGHT IT MAY HAVE TO (I) A TRIAL BY JURY, (II) INTERPOSE ANY COUNTERCLAIM THEREIN UNLESS EXPRESSLY PERMITTED HEREUNDER OR SUCH CLAIM IS REQUIRED TO BE SO PLED BY APPLICABLE COURT RULES TO PREVENT SUCH RIGHTS FROM BEING BARRED, AND (III) SEEK TO HAVE THE SAME CONSOLIDATED WITH ANY OTHER OR SEPARATE SUIT, ACTION OR PROCEEDING UNLESS REQUIRED TO DO SO BY APPLICABLE COURT RULES TO PREVENT SUCH RIGHTS FROM BEING BARRED.

13. The covenants and agreements of New Century contained in this Agreement that benefit Broadway or the holder of the Broadway Loan, and any restriction on New Century shall cease upon repayment of the Broadway Loan in full.

14. This Agreement may be signed in multiple counterparts with the same effect as if all signatories had executed the same instrument.

15. All rights, powers and remedies provided herein are intended to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable or not entitled to be recorded under any applicable law. If any term of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the other terms of this Agreement shall in no way be affected thereby.

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16. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Agreement contained by or on behalf of any party shall bind and inure to the benefit of the respective successors and assigns of such party, whether so expressed or not.

17. This Agreement and the provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

18. The foregoing provisions are solely for the purpose of defining the relative rights of the holder or holders of the Broadway Loan and New Century Loan, and nothing herein shall impair, as between the Borrowers and Broadway, the obligation of the Borrowers, which is unconditional and absolute, to pay the Broadway Loan in accordance with the terms of the Broadway Loan Documents and the New Century Loan in accordance with the terms of the New Century Loan Documents, nor shall anything herein prevent Broadway from exercising all remedies otherwise permitted by applicable law or under the Broadway Note, Broadway Mortgage or Broadway Loan Documents and New Century from exercising all remedies otherwise permitted by applicable law or under the New Century Note, New Century Mortgage or New Century Loan Documents.

19. In the event of any litigation or other legal proceedings under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, reasonable legal fees and court costs.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first set forth above.

APOLLO BUILDING HOLDINGS, LLC

DONALD REIDELBERGER

By: *[Signature]*

[Signature]

Title: *President*

ECR DEVELOPMENT, LLC

L.W. VAN GOGH INVESTMENT CORP.

By: *[Signature]*

By: *[Signature]*

Title: *Manager*

Title: *President*

NEW CENTURY BANK

BROADWAY BANK

By: _____

By: *[Signature]*

Title: _____

Title: *Vice President*

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first set forth above.

APOLLO BUILDING HOLDINGS, LLC

DONALD REIDELBERGER

By: _____

Title: _____

ECR DEVELOPMENT, LLC

L.W. VAN GOGH INVESTMENT CORP.

By: _____

By: _____

Title: _____

Title: _____

NEW CENTURY BANK

BROADWAY BANK

By: *Janel J...*
Title: *First Vice President*

By: _____
Title: _____

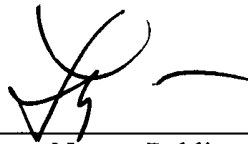
Property of Cook County Clerk's Office

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STATE OF Illinois)
) SS.
COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Donald L. Reidelbeys, the Manager of **APOLLO BUILDING HOLDINGS, 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 appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of June, 2008.



Notary Public



Property of Cook County Clerk's Office

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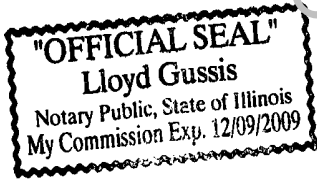
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **DONALD REIDELBERGER**, who is 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 signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of June, 2008.



Notary Public



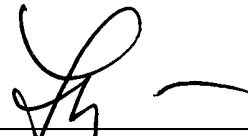
Property of Cook County Clerk's Office

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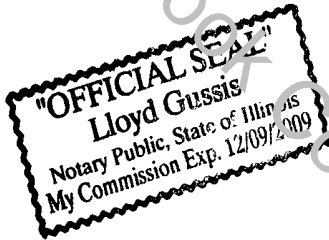
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Donald L Reidelheger, the Manager of ECR DEVELOPMENT, LLC, an Illinois limited partnership, who is 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 signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of June, 2008.



Notary Public

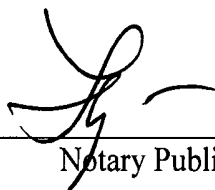


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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Donald L. Reidelberg the Manager of L.W. VAN GOGH INVESTMENT CORP., an Illinois Corporation, who is personally known to me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14 day of June, 2008.



Notary Public



Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Walker, the Vice President of **BROADWAY BANK**, an Illinois banking association, who is 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 signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3rd day of June, 2008.



Helen Alexopoulos
Notary Public

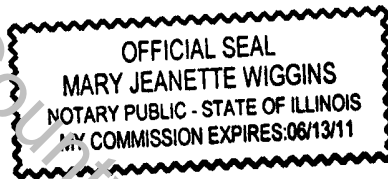
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Janel Jamison, the 1st V.P. of **NEW CENTURY BANK**, an Illinois banking association ("New Century"), who is 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 signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3rd day of June, 2008.

Mary Jeanette Wiggins
Notary Public



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EXHIBIT A Legal Description

APOLLO THEATRE (14-29-419-014-0000 AND 14-29-419-029-0000)

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A SINGLE TRACT OF LAND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.71 FEET CHICAGO CITY DATUM (ALL ELEVATIONS HEREINAFTER DESCRIBED ARE CHICAGO CITY DATUM):

LOTS 1 THROUGH 9, BOTH INCLUSIVE, ALSO LOTS 11, 12 AND 15 (EXCEPT THAT PART OF SAID LOT 15 DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT 15; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 15, A DISTANCE OF 7.0 FEET; THENCE NORTH 9.89 FEET MORE OR LESS TO THE NORTHWESTERLY LINE OF SAID LOT 15; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 15, A DISTANCE OF 7.0 FEET TO THE PLACE OF BEGINNING) IN THE SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 112 OF SECTION 29, TOGETHER WITH THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF W. ALTGELD STREET, 296.28 FEET EAST OF THE CENTER LINE OF N. SHEFFIELD AVENUE AND RUNNING THENCE NORTH PARALLEL WITH THE CENTER LINE OF SAID N. SHEFFIELD AVENUE, A DISTANCE OF 100.0 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF A 14 FOOT WIDE VACATED ALLEY TO A POINT ON THE NORTH LINE OF SAID W. ALTGELD STREET, 396.28 FEET EAST OF THE CENTER LINE OF SAID N. SHEFFIELD AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID W. ALTGELD STREET, 100.0 FEET TO THE PLACE OF BEGINNING, TOGETHER WITH THAT PART OF LOTS 4 AND 5 LYING EAST OF THE EAST LINE OF THAT PART OF SAID LOTS 4 AND 5 ACQUIRED BY THE NORTHWESTERN ELEVATED RAILROAD BY DOCUMENT 276901 IN LILL AND DIVERSEY'S SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID, TOGETHER WITH THAT PART OF THE VACATED NORTHWESTERLY 14 FOOT ALLEY LYING NORTHEASTERLY OF THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF W. ALTGELD STREET, 296.28 FEET EAST OF THE CENTER LINE OF N. SHEFFIELD AVENUE; THENCE NORTH PARALLEL WITH THE CENTER LINE OF N. SHEFFIELD AVENUE, 100.0 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID 14 FOOT ALLEY, TO A

Commitment (Legal Description)

(2071871.PFD/2071871/43)

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POINT ON THE NORTH LINE OF W. ALTGELD STREET, 396.28 FEET EAST OF THE CENTER LINE OF N. SHEFFIELD AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID W. ALTGELD STREET, 100.0 FEET TO THE PLACE OF BEGINNING, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF LOTS 2 THROUGH 9 BOTH INCLUSIVE, LYING NORTH OF THE NORTH LINE OF LOT 11, LYING NORTH AND NORTHEASTERLY OF THE NORTH AND NORTHEASTERLY LINES OF LOT 12, LYING SOUTHEASTERLY AND SOUTHWESTERLY OF THE SOUTHEASTERLY AND SOUTHWESTERLY LINES OF LOT 15, LYING EAST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 12, LYING NORTHWESTERLY OF THE SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 9 ALL IN THE SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID AND LYING NORTH OF THE SOUTH LINE OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 AFORESAID, ALL IN TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PART OF SAID TRACT BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT MOST EASTERLY CORNER OF SAID TRACT (THE MOST EASTERLY CORNER OF SAID TRACT ALSO BEING THE MOST EASTERLY CORNER OF SAID LOT 9); THENCE NORTH $45^{\circ}-05'-01''$ WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 249.93 FEET TO THE PLACE OF BEGINNING (THE NORTHEASTERLY LINE OF SAID TRACT ALSO BEING THE SOUTHWESTERLY LINE OF N. LINCOLN AVENUE); THENCE SOUTH $44^{\circ}-46'-01''$ WEST, 66.45 FEET; THENCE NORTH $45^{\circ}-11'-09''$ WEST, 64.17 FEET TO THE MOST WESTERLY WEST LINE OF SAID TRACT; THENCE NORTH $00^{\circ}-42'-19''$ EAST ALONG THE MOST WESTERLY WEST LINE OF SAID TRACT, A DISTANCE OF 53.81 FEET TO THE MOST NORTHERLY NORTHWEST LINE OF SAID TRACT (THE MOST NORTHERLY NORTHWEST LINE OF SAID TRACT ALSO BEING THE NORTHWESTERLY LINE OF LOT 4 IN LILL AND DIVERSEY'S SUBDIVISION AFORESAID); THENCE NORTH $45^{\circ}-01'-23''$ EAST, ALONG THE MOST NORTHERLY NORTHWEST LINE OF SAID TRACT, A DISTANCE OF 28.0 FEET TO THE MOST NORTHERLY CORNER OF SAID TRACT (THE MOST NORTHERLY CORNER OF SAID TRACT ALSO BEING THE MOST NORTHERLY CORNER OF LOT 4 IN LILL AND DIVERSEY'S SUBDIVISION AFORESAID); THENCE SOUTH $45^{\circ}-05'-01''$ EAST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 101.46 FEET TO THE PLACE OF BEGINNING,

TOGETHER WITH THAT PART OF SAID TRACT WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +36.65 FEET AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

Commitment (Legal Description)

(2071871.PFD/2071871/43)

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COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT; THENCE NORTH 45°-05'-01" WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 249.93 FEET; THENCE SOUTH 44°-46'-01" WEST, 66.45 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 44°-46'-01" WEST, 43.36 FEET; THENCE NORTH 45°-13'-59" WEST, 0.58 FEET; THENCE SOUTH 45°-01'-23" WEST, 10.19 FEET TO A SOUTHWESTERLY LINE OF SAID TRACT (SAID SOUTHWESTERLY LINE ALSO BEING THE SOUTHWESTERLY LINE OF LOT 5 IN LILL AND DIVERSEY'S SUBDIVISION AFORESAID) THENCE NORTH 45°-05'-01" WEST ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 11.70 FEET TO THE MOST WESTERLY WEST LINE OF SAID TRACT; THENCE NORTH 00°-42'-18" EAST ALONG THE MOST WESTERLY WEST LINE OF SAID TRACT, A DISTANCE OF 74.55 FEET; THENCE SOUTH 45°-11'-09" EAST, 64.17 FEET TO THE PLACE OF BEGINNING,

TOGETHER WITH THAT PART OF SAID TRACT WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +23.77 FEET AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT; THENCE NORTH 45°-05'-01" WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, 249.93 FEET; THENCE SOUTH 44°-46'-01" WEST, 74.11 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 45°-13'-59" EAST, 10.15 FEET; THENCE SOUTH 44°-46'-01" WEST, 7.83 FEET; THENCE SOUTH 45°-13'-59" EAST, 2.02 FEET; THENCE SOUTH 44°-46'-01" WEST 8.0 FEET; THENCE NORTH 45°-13'-55" WEST, 12.17 FEET; THENCE NORTH 44°-48'-01" EAST, 15.83 FEET TO THE PLACE OF BEGINNING,

TOGETHER WITH THAT PART OF SAID TRACT WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.50 FEET DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT; THENCE NORTH 45°-05'-01" WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 249.93 FEET; THENCE SOUTH 44°-46'-01" WEST, 89.94 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 45°-13'55" EAST, 17.89 FEET; THENCE SOUTH 44°-02'58" WEST, 1.76 FEET; THENCE SOUTH 45°-06'-31" EAST, 6.92 FEET; THENCE SOUTH 45°-20'-02" WEST, 21.35 FEET; THENCE NORTH 45°-01'-05" WEST, 25.22 FEET; THENCE NORTH 45°-01'-23" EAST, 3.19 FEET; THENCE SOUTH 45°-13'-59" EAST, 0.58 FEET; THENCE NORTH 44°-46'-01" EAST, 19.87 FEET TO THE PLACE OF BEGINNING,

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TOGETHER WITH THAT PART OF SAID TRACT WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +23.95 FEET AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT; THENCE NORTH 45°-05'-01" WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 249.93 FEET; THENCE SOUTH 44°-46'-01" WEST, 89.94 FEET; THENCE SOUTH 45°-13'-55" EAST, 17.89 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 45°-13'-55" EAST, 6.96 FEET; THENCE SOUTH 45°-20'-04" WEST, 1.78 FEET; THENCE NORTH 45°-08'-3" WEST, 6.92 FEET; THENCE NORTH 44°-02'-58" EAST, 1.76 FEET TO THE PLACE OF BEGINNING,

TOGETHER WITH THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.71 FEET AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT; THENCE NORTH 45°-05'-01" WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 251.0 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 45°-01'-23" WEST, 66.45 FEET; THENCE NORTH 45°-11'-09" WEST 62.80 FEET TO THE MOST WESTERLY WEST LINE OF SAID TRACT; THENCE NORTH 00°-42'-19" EAST ALONG THE MOST WESTERLY WEST LINE OF SAID TRACT, A DISTANCE OF 53.81 FEET TO THE MOST NORTHERLY NORTHWEST LINE OF SAID TRACT; THENCE NORTH 45°-01'-23" EAST ALONG THE MOST NORTHERLY NORTHWEST LINE OF SAID TRACT, A DISTANCE OF 28.0 FEET TO THE NORTHEASTERLY LINE OF SAID TRACT; THENCE SOUTH 45°-05'-01" EAST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 100.39 FEET TO THE PLACE OF BEGINNING,

TOGETHER WITH THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +36.65 FEET AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT; THENCE NORTH 45°-05'-01" EAST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 251.0 FEET; THENCE SOUTH 45°-01'-23" WEST, 66.45 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 45°-11'-09" EAST, 6.0 FEET; THENCE SOUTH 45°-01'-23' WEST 46.56 FEET; THENCE NORTH 45°-05'-01" WEST, 5.02 FEET; THENCE SOUTH 45°-01'-23" WEST, 7.0 FEET TO A SOUTHWESTERLY LINE OF SAID TRACT (SAID

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SOUTHWESTERLY LINE ALSO BEING THE SOUTHWESTERLY LINE OF LOT 5 IN LILL AND DIVERSEY'S SUBDIVISION AFORESAID); THENCE NORTH 45°-05'-01" WEST ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 11.70 FEET TO MOST WESTERLY WEST LINE OF SAID TRACT; THENCE NORTH 000-421-18" EAST ALONG THE MOST WESTERLY WEST LINE OF SAID TRACT, A DISTANCE OF 74.55 FEET; THENCE SOUTH 45°-11'-09" EAST, 62.80 FEET TO THE PLACE OF BEGINNING.

Property of Cook County Clerk's Office

Commitment (Legal Description)

(2071871.PFD/2071871/43)