

# UNOFFICIAL COPY



Doc#: 1005540015 Fee: \$50.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/24/2010 09:51 AM Pg: 1 of 8

## SUBORDINATION AGREEMENT

156161  
2/2 NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

hbx 441  
This Subordination Agreement, made this February 8, 2010 by Wells Fargo Bank, N. A., who is the present owner and holder of the Mortgage first hereinafter described below as well as the promissory note secured by the same, (hereinafter referred to as the "Lender"), on one hand and Us Bank Na, (hereinafter referred to as "New Lender"), on the other hand.

### WITNESSETH

THAT WHEREAS, Kurt W. Roemer And Tracy E. Roemer, Husband And Wife, As Tenants By The Entirety, Not As Tenants In Common Or As Joint Tenants, But As Tenants By The Entirety Forever (hereinafter referred to as "Owner") did execute a Mortgage, dated May 17, 2007 to Wells Fargo Bank, N. A., as Mortgagee, covering that certain real property described as follows:

THE LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF  
APN: 14-30-403-148-0000

To secure a note in the sum of \$25,000.00, dated May 17, 2007, in favor of Wells Fargo Bank, N. A., which Mortgage was recorded June 26, 2007, as 0717747095, Official Records of Cook County.

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust or Mortgage (hereinafter referred to as "New Lender's Security Instrument") and note not to exceed the sum of \$549,500.00, dated 2/12/10, in favor of Us Bank Na, its successors and/or assigns, payable with interest and upon the terms and conditions described therein, which New Lender's Security Instrument is to be recorded concurrently herewith; and

WHEREAS, It is a condition precedent to obtaining said loan that said New Lender's Security Instrument last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Mortgage first mentioned. Owner has requested Lender to subordinate their lien to the lien about to be taken by the New Lender; and

WHEREAS, New Lender is willing to make said loan provided the New Lender's Security Instrument securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Mortgage first above mentioned and provided that Lender will specifically and unconditionally subordinate the lien or charge of the Mortgage first above mentioned to the lien or charge of the New Lender's Security Instrument in favor of the New Lender; and

C. J. 801

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WHEREAS, It is to the mutual benefit of the parties hereto that New Lender make such loan to Owner; Lender is willing that the New Lender's Security Instrument securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Mortgage first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce New Lender to make the loan above referred to, it is hereby declared, understood and agreed to as follows:

(1) That said New Lender's Security Instrument securing said note in favor of New Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Mortgage first above mentioned.

(2) That New Lender would not make its loan above described without this subordination agreement.

(3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Mortgage first above mentioned to the lien or charge of the New Lender's Security Instrument in favor of the New Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the lien instruments hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Lender declares, agrees and acknowledges that:

(a) It consents to and approves (i) all provisions of the note and New Lender's Security Instrument in favor of New Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and New Lender for the disbursement of the proceeds of New Lender's loan.

(b) New Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has New Lender represented that it will, see to the application of such proceeds by the person or persons to whom New Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part.

(c) They intentionally waive, relinquish and subordinate the lien or charge of the Mortgage first above mentioned in favor of the lien or charge upon said land of the New Lender's Security Instrument in favor of New Lender above referred to and understand that in reliance upon, and in consideration of, this waiver, relinquishment 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 which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and

(d) An endorsement has been placed upon the note secured by the Mortgage first above mentioned that said Mortgage has by this instrument been subordinated to the lien or charge of the New Lender's Security Instrument in favor of New Lender above referred to.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her/their hand(s); if the undersigned is a corporation, it has caused its corporate name to be affixed hereunto by its officers duly authorized thereunto by order of its board of directors, on this, the day and year first above written.

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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 OTHER PURPOSES THAN IMPROVEMENT OF LAND.**

Wells Fargo Bank, N. A.

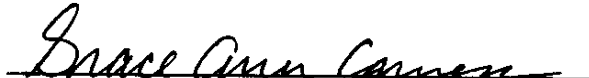
BY:   
 Barbara Edwards, Work Director

STATE OF: OREGON ) SS  
 COUNTY OF: WASHINGTON )

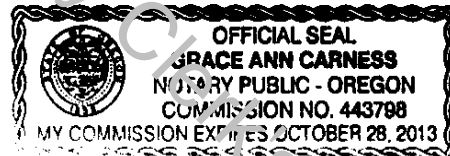
On February 8, 2010 before me the undersigned, a Notary Public in and for said state personally appeared, Barbara Edwards, Work Director, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge 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 person(s) acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY STAMP OR SEAL

  
 Notary Public in and for said County and State

This instrument was prepared by:  
 Barbara Edwards  
 18700 NW Walker Rd #92  
 Beaverton, OR 97006



Return to: Wells Fargo Bank, N.A.  
 Attn: Doc. Management MAC B6955-011  
 PO Box 31557  
 Billings, MT 59107-1557

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## EXHIBIT A

### LEGAL DESCRIPTION

156161-RILC

**PARCEL 1:**

LOT TH -17 IN THE HARTLAND PARK SUBDIVISION , BEING A RESUBDIVISION OF PART OF LOT 3 N THE NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THRID PRINCIPAL MERIDAIN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 20, 2004 AS DOCUMENT NUMBER 0435534098, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

EASEMENTS FOR TE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HARTLAND PARK TOWNHOMES RECORDED OCTOBER 26, 2005 AS DOCUMENT NUMBER 0529903128 FOR SUPPORT, PARTY WALLS, UTILITIES, ACCESS AND PUBLIC SERVICES, AS MORE FULLY DESCRIBED THEREIN AND ACCORDING TO THE TERMS SET FORTH THEREIN.

**PARCEL 3:**

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HARTLAND PARK TOWNHOMES RECORDED AS DOCUMENTS NUMBER 0529903128, FOR ACCESS TO AND USE OF THE-STAIR-2 AND -3.

**PARCEL 4:**

EASMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HARTLAND PARK MASTER HOMEOWNERS ASSOCIATION, RECORDED OCTOBER 11,2005 AS DOCUMENT NUMBER 0523418110, AND RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION ON OCTOBER 12, 2005 AS DOCUMENT NUMBER 0528527027, AS MORE FULLY DESCRIBED THEREIN AND ACCORDING TO THE TERMS SET FORTH THEREIN.

**PARCEL 5:**

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS FROM SAID PARCEL AS CREATED BY DEED FROM NORTHWESTERN TERRA COTTA COMPANY TO THE RIZZO BROTHERS WAREHOUSE CORPORATION, DATED OCTOBER 8, 1953 AND RECORDED OCTOBER 22, 1953 AS DOCUMENT 15751224 AND AMENDED BY AGREEMENT RECORDED AS DOCUMENT NUMBER 90188588 AND RE-RECORDED AS DOCUMENT NUMBER 90235681 OVER THE FOLLOWING DESCRIBED PROPERTY.

THAT PART OF LOT 3 IN NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION AFORESAID AND THAT PART OF VACATED NORTH HERMITAGE AVENUE LYING EAST OF AND ADJOINING SAID LOT 3 DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 14 FEET OF SAID VACATED NORTH HERMITAGE AVENUE WITH THE SOUTHERLY LINE OF THE PRESENT EXISTING DRIVEWAY WHICH POINT IS 119.33 FEET MORE OR LESS NORTH OF THE NORTH LINE OF WEST WRIGHTWOOD AVE AND RUNNING THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF SAID EXISTING DRIVEWAY WHICH SOUTHERLY LINE IS A SOUTHERLY LINE OF PROPERTY DESCRIBED AS PARCEL 2, IN A DEED DATED JANUARY 30, 1946 AND RECORDED IN RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 13708497 AND CONTINUING WESTERLY ALONG SAID SOUTHERLY LINE EXTENDED A DISTANCE OF 90.83 FEET MORE OR LESS OT ITS INTERSECTION WITH THE EAST LINE OF PROPERTY DESCRIBED AS PARCEL 3 IN SAID DEED, THENCE NORTHERLY ALONG SAID EAST LINE OF SAID PARCEL 3 A DISTANCE OF 10.56 FEET TO ITS INTERSECTION WITH A WESTWARD EXTENSION OF THE LINE OF THE SOUTH FACE OF A BRICK BUILDING: THENCE EASTERLY ALONG SAID LINE OF THE SOUTH FACE OF A BRICK BUILDING ALONG SAID WESTWARD EXTENSION THEREOF AND ALONG AN EASTWARD EXTENSION THEREOF A DISTANCE OF 90.73 FEET MORE OR LESS TO ITS INTERSECTION WITH SAID EAST LINE OF THE WEST 14 FEET OF VACATED NORTH HERMITAGE AVENUE AND THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 14 FEET, A DISTANCE OF 10.69 FEET TO THE POINT OF BEGINNIG EXCEPTING FROM THE ABOVE DESCRIBED LAND ANY PART OR PARTS THEREOF, IF ANY, WHICH ARE NOW OCCUPIED BY BUILDINGS OR STRUCTURES SITUATED, IN COOK COUNTY, ILLINOIS.

**PARCEL 6:**

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EASTMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN GRANT OF EASEMENTS DATED JULY 15, 1983 AND RECORDED OCTOBER 5, 1983 AS DUCMENT 26809313, OVER AND ACROSS THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT OR BLOCK 3, TOGETHER WITH THAT PART OF VACATED NORTH HERMITAGE AVENUE LYING EAST OF AND ADJOINING SAID LOT OR BLOCK3, ALL IN NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION OF A PART OF THE NORTH EAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDAIN, INCLUDED WITHIN A PARCEL OF LAND BOUNDED AND DESCIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 26 FEET SAID VACATED NORTH HERMITAGE AVENUE WITH THE NORTH LINE OF WEST WRIGHTWOOD AVENUE, AND RUNNING THENCE NORTH ALONG SAID EAST LINE OF THE OF THE WEST 26 FEET, A DISTANCE OF 80 FEET; THENCE NORTHEASTWARDLY A DISTANCE OF 59.94 FEET TO A PONT WHICH IS 39 FEET EAST FROM THE AVENUE; THENCE NORTHWESTWARDLY A DISTANCE OF 92.59 FEET TO A POINT ON THE EAST LINE OF WEST 26 FEET A DISTANCE OF 260.15 FEET TO THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 26 FEET AFORSAID, WITH A WESTWARD EXTENSION OF THE CENTER LINE OF THE SOUTH WALL(MEASURING 12 1/2 INCHES IN THICKNESS), OF A ONE STORY BRICK BUILDING SITUATED UPON LOT OR BLOCK 2 IN SAID NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION; THENCE WEST ALONG SAID WESTWARD EXTENSION OF THE CENTER LINE OF SAID BRICK WALL A DISTANCE OF 41.32 FEET TO A POINT ON THE WEST LINE OF THE EAST 15.32 FEET OF SAID LOT OR BLOCK 3 WHICH IS 509.85 FEET NORTH FROM THE SOUTH LINE OF SAID LOT OR BLOCK 3; THNCE SOUTH ALONG SAID WEST LINE OF THE EAST 15.32 FEET OF SAID LOT OR BLOCK 3, DISTANCE OF 74.88 FEET TO THE NORTH LINE OF THE SOUTH 435 FEET SAID LOT OR BLOCK 3; THENCE EAST ALONG SAID NORTH LINE OF THE SOUTH 435 FEET OF SAID LOT OR BLOCK 3 A DISTANCE OF 0.32 FEET TO A POINT WHICH IS 15 FEET WEST FROM THE EAST LINE OF SAID LOT OR BLOCK 3; THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 21.29 FEET TO APOINT ON THE EAST LINE OF SAID LOT OR BLOCK 3 WHICH IS 420 FEET NORTH FROM THE SOUTH EAST CORNER OF SAID LOT OR BLOCK 3; THENCE SOUTH ALONG SAID LINE OF LOT OR BLCOK 3, A DISTANCE OF 290 FEET TO THE SOUTH FACE OF A BRICK BUILDING WHICH IS 130 FEET NORTH FROM THE SOUTH EAST CORNER OF SAID LOT OR BLOCK 3; THENCE EAST ALONG A EASTWARD EXTENSION OF THE LINE OF SAID SOUTH FACE OF SAID BRICK BUILDING, A DISTANCE OF 14 FEET; THENCE SOUTH ALONG EAST LINE OF THE WEST 14 FEET OF SAID VACATED NORTH HERMITAGE AVENUE, A DISTANCE OF 130.02 FEET TO ITS SOUTH ALONG THE EAST LINE OF THE WEST 14 FEET TO SAID VACATED NORHT HERMITAGE AVENUE, A DISTANCE OF 130.02 FEET TO ITS INTERSECTION WITH SAID NORTH LINE OF WEST WRIGHTWOOD AVENUE, AND THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 12 INTERSECTION WITH SAID NORHT LINE OF WEST WRIGHTWOOD AVENUE, AND THENCE EAST ALONG SAID NORHT LINE A DISTANCE OF 12 FEET TO THE POINT OF BEGINNING.

EXCEPTING THERE FROM THAT PART VACATED BY CONSTRUCTION AND EASEMENT AGREEMENT RECORDED SEPTEMBER 5, 2002 AS DOCUMENT NUMBER 0020976372 AND DISCRIBED AS FOLLOWS:

TRIANGLE EASEMENT VACATION: THAT PART OF VACATED NORTH HERMITAGE AVENUE LYING EAST AND ADJOINING BLOCK 3 IN NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWHSHIP 40 NORTH, RANGE 14, WEST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 26 FEET OF SAID VACATED NORTH HERMITAGE AVENUE WITH THE NORHT LINE OF WEST WRIGHTWOOD AVEUE AND RUNNING THENCE NORTH ALONG SAID EAST LINE OF THE WEST 26 FEET, A DISTANCE OF 80 FEET TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY, A DISTANCE OF 59.94 FEET TO A POINT WHICH IS 39 FEET EAST FROM THE WEST LINE OF SAID VACATED NORHT HERMITAGE AVENUE AND 138.50 FEET NORTH FROM SAID NORTH LINE OF WEST WRIGHTWOOD AVENUE; THENCE NORTHWESTERLY A DISTANCE OF 92.59 FEET TO A POINT ON THE EAST LINE OF SAID WEST 26 FEET WHICH IS 230 FEET, A DISTANCE OF 150.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

STRIP EASEMENT VACATION: THAT PART OF VACATED NORTH HERMITAGE AVENUE LYING EAST AND ADJOING BLOCK 3 IN NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION OF A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 26 FEET OF SAID VACATED NORTH HERMITAGE AVENUE WITH THE NORTH LINE OF THE WEST 26 FEET, A DISTANCE OF 510.19 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST 5.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 05 SECONDS EAST 510.55 FEET TO THE NORTH LINE OF WEST WRIGHTWOOD AVENUE; THENCE SOUTH 89 DEGREES 35 MINUTES 32 SECONDS EAST ALONG SAID NORTH LINE 5.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 7:



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EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN GRANT OF EASEMENT DATED 15, 1983 AND RECORDED OCTOBER 5, 1983 AS DOCUMENT 26809313, OVER, UPN AND ACROSS THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT OR BLOCK 3 IN NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION OF A PART OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 30 TOWNSHIP 40 NORTH RANGE 14 EAST TO THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 15.32 FEET OF SAID LOT OR BLOCK 3 WITH A WESTWARD EXTENSION OF THE SOUTH LINE OF THE NORTH 247 FEET OF LOT OR BLOCK 2 IN NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION (SAID POINT OF INTERSECTION BEING 868.96 FEET NORTH FROM THE SOUTH LINE OF SAID LOT OR BLOCK 3) AND RUNNING THENCE SOUTH ALONG THE WEST LINE OF SAID EAST 15.32 FEET OF SAID LOT OR BLOCK 3 A DISTANCE OF 30 FEET, THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 838.96 FEET OF SAID LOT OR BLOCK 3, A DISTANCE OF 15.32 FEET MORE OR LESS TO THE EAST ALONG THE NORTH LINE OF THE SOUTH 838.96 FEET OF SAID LOT OR BLOCK 3, A DISTANCE OF 15.32 FEET MORE OR LESS TO THE EAST LINE OF SAID LOT OR BLOCK 3, THENCE NORTH ALONG THE EAST LINE OF SAID LOT OR BLOCK 3, A DISTANCE OF 30 FEET, AND THENCE WEST ALONG THE NORTH LINE OF THE SOUTH 868.96 FEET OF SAID LOT OR BLOCK 3, A DISTANCE OF 15.32 FEET TO THE POINT OF BEGINNING.

**PARCEL 8:**

EASEMENT OF OPERATION, MAINTENANCE, REPAIR, INSPECTION AND REPLACEMENT OF EXISTING TELEPHONE, ELECTRIC, GAS WATER SEWER AND SPRINKLER SYSTEM LINES AND INSTALLATIONS FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN GRANT OF EASEMENTS DATED JULY 15, 1983 AND RECORDED OCTOBER 5, 1983 AS DOCUMENT 26809313, OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF TRACT IV AS DESCRIBED IN GRANT OF EASEMENT HEREINAFTER NOTED FALLING WITHIN THE WEST 36 FEET OF VACATED HERMITAGE AVENUE IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 9:**

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE GRANT OF EASEMENT DATED JULY 15, 1983 AND RECORDED OCTOBER 5, 1983 AS DOCUMENT 26809313, OVER, ACROSS, AND UPON THE FOLLOWING DESCRIBED LAND:

THE NORTH 30 FEET OF THAT PART OF LOT OR BLOCK 2, TOGETHER WITH THAT PART OF VACATED NORTH HERMITAGE AVENUE LYING WEST OF AND ADJOINING SAID LOT OR BLOCK 2 IN NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION OF A PART OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDED WITHIN A PARCEL OF LAND WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 247 FEET WITH THE WEST LINE OF THE EAST 140 FEET OF SAID LOT OR BLOCK 2, AND RUNNING THENCE SOUTH ALONG THE WEST LINE OF THE EAST 140 FEET AFORESAID A DISTANCE OF 357.54 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH AND EASTWARD EXTENSION OF THE ENTER LINE OF THE SOUTH WALL, (MEASURING 12 1/2 INCHES IN THICKNESS), OF A ONE STORY BRICK BUILDING: THENCE WEST ALONG SAID EASTWARD EXTENSION, ALONG THE CENTER LINE OF SAID WALL AND ALONG A WESTWARD EXTENSION OF SAID CENTER LINE, A DISTANCE OF 191.12 FEET TO A POINT ON THE EAST LINE OF LOT OR BLOCK 3 IN SAID NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION, WHICH POINT IS 509.98 FEET NORTH FROM THE SOUTH EAST CORNER OF SAID LOT OR BLOCK 3: THENCE NORTH ALONG THE WEST LINE OF SAID LOT OR BLOCK 3, (BEING ALSO THE WEST LINE OF SAID VACATED NORTH HERMITAGE AVENUE), A DISTANCE OF 358.97 FEET TO THE POINT OF INTERSECTION OF SAID EAST LINE WITH A WESTWARD EXTENSION OF SAID SOUTH LINE OF THE NORTH 247 FEET OF SAID LOT OR BLOCK 2, AND THENCE EAST ALONG SAID WESTWARD EXTENSION AND ALONG SAID SOUTH LINE OF THE NORTH 247 FEET OF LOT OR BLOCK 2, A DISTANCE OF 191.04 FEET TO THE POINT OF BEGINNING.

**PARCEL 10:**

EASEMENT OF INGRESS AND EGRESS FOR THE BENEFIT 1, AS SET FORTH IN THE GRANT OF EASEMENTS DATED JULY 15, 1983 AND RECORDED OCTOBER 5, 1983 AS DOCUMENT 26809313, OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

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SECONDS EAST 510.15 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF BLOCK 3 AFORSAID; THENCE NORTH 89 DEGREES 35 MINUTES 32 SECOND WEST ALONG SAID EXTENSION 21.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL 13 (HERMITAGE NORTH PARCEL):

EASEMENT FOR THE INGRESS AND EGRESS OVER THE EAST 21 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF LOT OR BLOCK 3 TOGETHER WITH THAT PART OF VACATED NORTH HERMITAGE AVENUE LYING EAST OF AND ADJOINING SAID LOT OR BLOCK 3 ALL IN NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDED WITHIN A PARCEL OF LAND BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT OR BLOCK 3: THENCE NORTH 89 DEGREES 35 MINUTES 37 SECONDS WEST ALONG THE SOUTH LINE OF SAID BLOCK 3, 9.0 FEET: THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST PARALLEL WITH THE EAST LINE OF BLOCK 3, 509.94 FEET TO THE POINT OF BEGINNING: THENCE NORTH 89 DEGREES 59 MINUTES 55 SECONDS EAST 30.00 FEET: THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST 328.80 FEET: THENCE NORTH 89 DEGREES 31 MINUTES 29 SECONDS WEST 30.00 FEET: THENCE SOUTH 00 DEGREES 00 MINUTES 05 SECONDS EAST 329.04 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 14:

EASEMENT FOR INGRESS AND EGRESS CREATED BY PLAT THEREOF RECORDED AUGUST 1, 2003 AS DOCUMENT 0321318043 OVER AND UPON THAT PART OF THE LAND DESCRIBED AS FOLLOWS:

THAT PART OF LOT OR BLOCK 3 TOGETHER WITH PART OF VACATED NORTH HERMITAGE AVENUE LYING EAST OF AND ADJOINING SAID LOT OR BLOCK 3 ALL IN NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDED WITHIN A PARCEL OF LAND BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT OR BLOCK 3: THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST ALONG THE EAST LINE OF BLOCK 3, 225.87 FEET TO THE POINT OF BEGINNING: THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST ALONG THE LAST DESCRIBED EAST LINE 28.00 FEET: THENCE SOUTH 89 DEGREES 59 MINUTES 22 SECONDS WEST 142.83 FEET TO A POINT OF CURVE: THENCE NORTHERLY ALONG AN ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 30 FEET FOR A DISTANCE OF 47.13 FEET A POINT OF TANGENCY (THE CHORD OF SAID ARC HAVING BEARING OF NORTH 45 DEGREES 00 MINUTES 22 SECONDS WEST AND A DISTANCE OF 42.43 FEET): THENCE NORTH 00 DEGREES 00 MINUTES 45 SECONDS WEST 51.99 FEET: THENCE NORTH 20 DEGREES 29 MINUTES 53 SECONDS WEST 6.17 FEET: THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST 476.94 FEET TO A POINT OF CURVE: THENCE NORTHERLY ALONG AN ARC OF A CIRCLE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 10.00 FEET, A DISTANCE OF 15.71 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 44 DEGREES 59 MINUTES 58 SECONDS EAST AND HAVING A DISTANCE OF 14.14 FEET): THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 73.67 FEET: THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST 11.07 FEET: THENCE SOUTH 89 DEGREES 35 MINUTES 37 SECONDS EAST 76.00 FEET: THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST 30.00 FEET: THENCE NORTH 89 DEGREES 35 MINUTES 37 SECONDS WEST 76.00 FEET: THENCE SOUTH 00 DEGREES 00 MINUTES 05 SECONDS EAST 11.20 FEET: THENCE NORTH 89 DEGREES 42 MINUTES 12 SECONDS WEST 24.00 FEET: THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 79.67 FEET: THENCE SOUTH 00 DEGREES 00 MINUTES 05 SECONDS EAST 510.69 FEET: THENCE SOUTH 04 DEGREES 22 MINUTES 26 SECONDS EAST 28.31 FEET: THENCE SOUTH 00 DEGREES 00 MINUTES 05 SECONDS EAST 93.80 FEET: THENCE NORTH 89 DEGREES 59 MINUTES 22 SECONDS EAST 192.83 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

THE NORTH 30 FEET OF THAT PART OF LOT OR BLOCK 2 IN THE NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION OF A PART OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT OR BLOCK 2 WHICH IS 247 FEET SOUTH OF THE NORTH EAST CORNER THEREOF AND RUNNING THENCE SOUTH ALONG SAID EAST LOT OR BLOCK LINE A DISTANCE OF 193.68 FEET TO THE NORTH LINE OF THE SOUTH 675 FEET OF SAID LOT OR BLOCK: THENCE WEST ALONG SAID NORTH LINE OF SOUTH 675 FEET A DISTANCE OF 140 FEET: THENCE NORTH PARALLEL WITH SAID EAST LINE OF LOT BLOCK 2 A DISTANCE OF 193.80 FEET TO A POINT 247 FEET SOUTH OF THE NORTH LINE OF

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SAID LOT OR BLOCK 2, THENCE EAST PARALLEL WITH SAID NORTH LOT OR BLOCK LINE A DISTANCE OF 140 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## EASEMENT PARCEL 11:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE GRANT OF EASEMENTS DATED JULY 15, 1983 AND RECORDED OCTOBER 5, 1983 AS DOCUMENT 26809313, OVER UPON AND ACROSS THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT OR BLOCK 3 IN THE NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION OF A PART OF THE NORTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE NORTH LINE OF THE SOUTH 435 FEET OF SAID LOT OR BLOCK 3 AT A POINT WHICH IS 15.32 FEET WEST FROM THE EAST LINE OF SAID LOT OR BLOCK 3, THENCE NORTH ALONG THE WEST LINE OF THE SAID EAST 15.32 FEET A DISTANCE OF 35.18 FEET TO A POINT OF BEGINNING OF THAT PART OF LOT OR BLOCK 3 HEREINAFTER DESCRIBED: THENCE WEST ALONG A LINE 470.18 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF BLOCK 3

A DISTANCE OF 100 FEET TO A POINT THENCE NORTHWARDLY TO A POINT 21.04 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 390 FEET OF LOT OR BLOCK 3 AT A POINT 100 FEET WEST LINE OF THE EAST 15.32 FEET OF LOT OR BLOCK 3: THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 868.96 FEET OF SAID LOT OR BLOCK 3, A DISTANCE OF 100 FEET TO THE WEST LINE OF THE EAST 15.32 FEET OF SAID LOT OR BLOCK 3: THENCE SOUTH ALONG THE WEST LINE OF THE EAST 15.32 FEET AFORESAID, A DISTANCE OF 30 FEET TO THE NORTH LINE OF THE SOUTH 838.96 FEET OF SAID LOT OR BLOCK 3: THENCE WEST ALONG THE NORTH LINE OF THE SOUTH 838.96 FEET AFORESAID, A DISTANCE OF 80 FEET TO THE WEST LINE OF THE EAST 95.32 FEET OF SAID LOT OR BLOCK 3: THENCE SOUTH ALONG THE WEST LINE OF THE EAST 95.32 FEET AFORESAID, A DISTANCE OF 329.08 FEET TO THE NORTH LINE OF THE SOUTH 509.88 FEET OF SAID LOT OR BLOCK 3: THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 509.88 FEET OF SAID LOT OR BLOCK 3, TO THE WEST LINE OF THE EAST 15.32 FEET AFORESAID AND THENCE SOUTH ALONG THE WEST LINE OF THE EAST 15.32 FEET, AFORESAID, A DISTANCE OF 39.70 FEET TO THE POINT OF BEGINNING.

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY CONSTRUCTION AND EASEMENT AND SUBJECT TO ITS' TERMS DATED AUGUST 30, 2002 BY AND AMONG LASALLE BANK NATIONAL ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 16, 1986 AND KNOWN AS TRUST NO. 11109 ("TAG TRUST"), SJR CORPORATION, AN ILLINOIS CORPORATION AND LASALLE BANK NATIONAL ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 27, 1986 AND KNOWN AS TRUST NO. 67013 DATED AUGUST 30, 2002 AND RECORDED SEPTEMBER 5, 2002 AS DOCUMENT NUMBER 0020976372, DESCRIBED AS FOLLOWS:

## EASEMENT PARCEL 12 (HERMITAGE SOUTH PARCEL):

EASEMENT FOR THE INGRESS AND EGRESS, AND TO INSTALL MAINTAIN, REPAIR AND REPLACE UTILITIES, OVER THE EAST 21 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF LOT OR BLOCK 3 TOGETHER WITH THAT PART OF VACATED NORTH HERMITAGE AVENUE LYING EAST OF AND ADJOINING SAID LOT OR BLOCK 3 ALL IN NORTHWESTERN TERRA COTTA COMPANY'S RESUBDIVISION OF A PART OF THE NORTHEAST, QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDED WITHIN A PARCEL OF LAND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT OR BLOCK 3: THENCE NORTH 89 DEGREES 35 MINUTES 37 SECONDS WEST ALONG THE SOUTH LINE OF SAID BLOCK 3, 9.0 FEET: THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST PARALLEL WITH THE EAST LINE OF BLOCK 3, 509.94 FEET: THENCE NORTH 89 DEGREES 59 MINUTES 55 SECONDS WEST PARALLEL WITH THE EAST LINE OF BLOCK 3, 509.94 FEET: THENCE NORTH 89 DEGREES 59 MINUTES 55 SECONDS EAST 30.3 FEET: THENCE SOUTH 00 DEGREES 00 MINUTES 05

PIN(S): 14-30-403-148-0000

CKA: 2646 NORTH HARTLAND COURT, CHICAGO, IL, 60614