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SUBORDINATION AND INTERCREDITOR AGREEMENT

This **SUBORDINATION AND INTERCREDITOR AGREEMENT** (this "Agreement") dated November 16, 2010, is entered into by and between **ASSOCIATED BANK, NATIONAL ASSOCIATION**, a national banking association (together with its successors and its assigns, "Senior Lender") and **METROPOLITAN CAPITAL BANK**, an Illinois banking corporation ("Subordinated Lender").

RECITALS

A. **LIFE STORAGE CENTERS, LLC**, an Illinois limited liability company, **JEAN L. JODOIN AS TRUSTEE OF THE JEAN L. JODOIN TRUST DATED FEBRUARY 10, 2000**, **CHRISTOPHER S. BARRY AS TRUSTEE UNDER THE CHRISTOPHER S. BARRY TRUST DATED DECEMBER 6, 1999**, **CHICAGO TITLE LAND TRUST COMPANY**, as trustee under Trust Agreements dated as of November 1, 2010, and known as Trust Nos. 8002355912, 8002355913, 8002355914, 8002355915, 8002355916, 8002355917, **LIFE STORAGE CENTERS OF ALGONQUIN, LLC**, an Illinois limited liability company **LIFE STORAGE CENTERS OF CARPENTERSVILLE, LLC**, an Illinois limited liability company, **LIFE STORAGE CENTERS OF ELGIN, LLC**, an Illinois limited liability company, **LIFE STORAGE CENTERS OF MATTESON, LLC**, an Illinois limited liability company, **LIFE STORAGE CENTERS OF ROGERS PARK, LLC**, an Illinois limited liability company, and **LIFE STORAGE CENTERS OF SOUTH CHICAGO HEIGHTS, LLC**, an Illinois limited liability company (collectively, "Borrower"), is indebted to Senior Lender as a result of a loan provided by Senior Lender to Borrower pursuant to that certain Mortgage Note dated as of even date herewith in the original principal amount of Fifteen Million Six Hundred Eighty-Two Thousand Eight Hundred Seventy-Five and No/100 Dollars (\$15,682,875.00) (as such Note may be amended or restated from time to time, the "Note"). The Note is secured pursuant to (i) that certain Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated as of even date herewith in favor of Senior Lender (the "Algonquin Mortgage") under the terms of which certain of Borrower have conveyed to Senior Lender a first mortgage lien on certain real estate commonly

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known as 2301 West Algonquin Road in Algonquin, Illinois (the "**Algonquin Property**"), (ii) that certain Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated as of even date herewith in favor of Senior Lender (the "**Carpentersville Mortgage**") under the terms of which certain of Borrower have conveyed to Senior Lender a first mortgage lien on certain real estate commonly known as 2253 Randall Road in Carpentersville, Illinois (the "**Carpentersville Property**"), (iii) that certain Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated as of even date herewith in favor of Senior Lender (the "**Elgin Mortgage**") under the terms of which certain of Borrower have conveyed to Senior Lender a first mortgage lien on certain real estate commonly known as 450 Airport Road in Elgin, Illinois (the "**Elgin Property**"), (iv) that certain Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated as of even date herewith in favor of Senior Lender (the "**Chicago Mortgage**") under the terms of which certain of Borrower have conveyed to Senior Lender a first mortgage lien on certain real estate commonly known as 7524 North Paulina Street in Chicago, Illinois (the "**Chicago Property**"), (v) that certain Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated as of even date herewith in favor of Senior Lender (the "**Matteson Mortgage**") under the terms of which certain of Borrower have conveyed to Senior Lender a first mortgage lien on certain real estate commonly known as 21700 South Cicero Avenue in Matteson, Illinois (the "**Matteson Property**"), and (vi) that certain Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated as of even date herewith in favor of Senior Lender (the "**South Chicago Heights Mortgage**"; the Algonquin Mortgage, the Carpentersville Mortgage, the Elgin Mortgage, the Chicago Mortgage, the Matteson Mortgage and the South Chicago Heights Mortgage are sometimes hereinafter collectively referred to as the "**Mortgages**") under the terms of which certain of Borrower have conveyed to Senior Lender a first mortgage lien on certain real estate commonly known as 3200 Holeman Avenue in South Chicago Heights, Illinois (the "**South Chicago Heights Property**"; the Algonquin Property, the Carpentersville Property, the Elgin Property, the Chicago Property, the Matteson Property and the South Chicago Heights Property are sometimes hereinafter collectively referred to as the "**Properties**"). The Note is further secured by that certain Collateral Assignment of Membership Interests dated as of even date herewith from Life Storage Centers, LLC, an Illinois limited liability company, as the sole member of each of Life Storage Centers of Algonquin, LLC, Life Storage Centers of Carpentersville, LLC, Life Storage Centers of Elgin, LLC, Life Storage Centers of Matteson, LLC, Life Storage Centers of Rogers Park, LLC and Life Storage Centers of South Chicago Heights, LLC, each an Illinois limited liability company, in favor of Senior Lender (the "**Assignment of Membership Interests**"), whereunder Life Storage Centers, LLC, an Illinois limited liability company, collaterally assigns all of its membership interests in Life Storage Centers of Algonquin, LLC, Life Storage Centers of Carpentersville, LLC, Life Storage Centers of Elgin, LLC, Life Storage Centers of Matteson, LLC, Life Storage Centers of Rogers Park, LLC and Life Storage Centers of South Chicago Heights, LLC, each an Illinois limited liability company, to Senior Lender. Borrower has also executed that certain Environmental Indemnity Agreement of even date herewith in favor of Senior Lender (the "**Environmental Indemnity Agreement**"). In addition, Jean L. Jodoin and Christopher S. Barry (sometimes hereinafter collectively referred to as "**Guarantors**"), have executed the Environmental Indemnity Agreement, and (a) those certain Guaranty Agreements of even date herewith, as applicable, and (b) that certain Completion Guaranty and Agreement of

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even date herewith (collectively, the "**Guaranty Agreement**"). (The Note, the Mortgages, the Assignment of Membership Interests, the Environmental Indemnity Agreement, the Guaranty Agreement and all other documents executed in conjunction therewith are hereinafter collectively referred to sometimes herein as the "**Senior Loan Documents**".)

B. Subordinated Lender has made a loan to Borrower and North Star Trust Company, as successor trustee to Harris N.A., as Trustee, and not individually, of Trust No. HTB 1855 dated April 1, 2007 ("**Additional Subordinated Borrower**"; Borrower and Additional Subordinated Borrower are sometimes hereinafter collectively referred to as "**Subordinated Borrowers**") in the original principal amount of Three Million Two Hundred Fifty Thousand and No/100 Dollars (\$3,250,000.00) which loan is evidenced by a Promissory Note Evidencing a Revolving Line of Credit dated of even date herewith from Subordinated Borrowers in favor of Subordinated Lender in the original maximum principal amount of Three Million Two Hundred Fifty Thousand and No/100 Dollars (\$3,250,000.00) (the "**Subordinated Note**"). The Subordinated Note is executed pursuant to a Loan Agreement dated as of even date herewith among Subordinated Borrowers and Subordinated Lender (the "**Subordinated Loan Agreement**") and is secured by six (6) Junior Real Estate Mortgages, Assignments of Rents, Security Agreements and UCC Financing Statements, a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Financing Statement, a Pledge Agreement, a Pledge and Control Agreement, six (6) Junior Collateral Assignments of Beneficial Interest in Land Trust, a Collateral Assignment of Beneficial Interest in Land Trust, and certain other documents of a security, collateral and evidentiary nature (collectively, the "**Subordinated Security Documents**") The Subordinated Note, the Subordinated Loan Agreement and the Subordinated Security Documents, and any and all documents entered into in connection or conjunction therewith, including without limitation any other mortgages and financing statements together with all amendments, supplements or modification thereto shall hereinafter be collectively referred to as the "**Subordinated Loan Documents**". Subordinated Lender acknowledges and agrees that the Subordinated Loan Documents do not contain an assignment of Guarantors' membership interests in Borrower.

C. Senior Lender has requested that Subordinated Lender enter into this Agreement as a condition to Senior Lender advancing funds under the Senior Loan Documents on the date hereof or in the future.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged by Subordinated Lender and Senior Lender, and in order to induce Senior Lender to make advances to Borrower pursuant to the Senior Loan Documents, Subordinated Lender hereby agrees with Senior Lender as hereinafter set forth.

1. **Standby; Subordination; Subrogation.** Except (a) as set forth in Section 2 of this Agreement, and (b) for the collateral provided to Subordinated Lender by the Additional Subordinated Borrower (the "**Additional Subordinated Borrower Collateral**"), Subordinated Lender will not ask, demand, sue for, take or receive from Borrower, by setoff or in any other manner, the whole or any part of any amounts which may now or hereafter be owing by Borrower, or any successor or assign of Borrower, including, without limitation, a receiver, trustee or debtor in possession (the term the "**Borrower**" hereinafter shall include any such successor or assign of Borrower) to Subordinated Lender or be owing by any other person or

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entity to Subordinated Lender for the benefit of Borrower with respect to the Subordinated Loan Documents (whether such amounts represent principal, interest, charges, fees, costs, expenses or obligations which are due or not due, direct or indirect, absolute, contingent or otherwise), including the taking of any negotiable instruments evidencing such amounts (all such indebtedness, obligations and liabilities being hereinafter referred to as the "**Subordinated Indebtedness**"), nor any security for any of the foregoing unless and until all the indebtedness contemplated by the Senior Loan Documents (the "**Liabilities**") of Borrower to Senior Lender, whether now existing or hereafter arising directly between Borrower and Senior Lender, or acquired outright, conditionally or as collateral security from another by Senior Lender, shall have been fully and finally indefeasibly paid and satisfied with interest and all financing arrangements between Borrower and Senior Lender under the Senior Loan Documents have been terminated in accordance with their terms. Except for the liens, mortgages and security interests provided to Subordinated Lender by the Additional Subordinated Borrower, Subordinated Lender hereby subordinates any and all liens, mortgages and security interests of Subordinated Lender, regardless of the time or order of attachment, the time, order or manner of perfection, or the time or order of the filing or recording of any mortgage, debenture, deed or trust assignment, security agreement, financing statement or other document in favor of Senior Lender, and hereby agrees that it is the intention of the parties hereto that Senior Lender shall have a first priority security interest and lien on certain assets of Borrower, including a first mortgage lien on the Properties (collectively, the "**Collateral**") to secure the Liabilities. All liens, mortgages and security interests of Subordinated Lender, whether now existing or hereafter arising or acquired, in any assets of Borrower or any assets securing the Liabilities including, without limitation the Collateral, now owned or hereafter acquired, shall be and hereby are subordinated to the rights and interests of Senior Lender in those assets except as otherwise set forth herein. Subordinated Lender shall have no right to possession of any such assets or to foreclose upon any such assets or to commence any other action against Borrower, whether by judicial action or otherwise, unless and until all of the Liabilities shall have been indefeasibly paid in full and satisfied and all financing arrangements between Borrower and Senior Lender have been terminated. Subordinated Lender also hereby agrees that, regardless of whether the Liabilities are secured or unsecured, following the occurrence of an Event of Default (as defined in the Senior Loan Documents) under the Senior Loan Documents, Senior Lender shall be subrogated for Subordinated Lender with respect to Subordinated Lender's claims against Borrower and Subordinated Lender's rights, liens, mortgages and security interests, if any, in any of either Borrower's assets, the Collateral and the proceeds thereof until all of the Liabilities shall have been indefeasibly paid in full and satisfied and all financing arrangements between Borrower and Senior Lender have been terminated. Subordinated Lender further agrees that it will not challenge the liens, the security interests and the mortgages of Senior Lender securing payment of the Liabilities and that as between Senior Lender and Subordinated Lender, the terms of this Agreement shall govern even if part or all of the Liabilities or the liens, the mortgages, or the security interests securing payment thereof are avoided, disallowed, set aside or otherwise invalidated in any judicial proceeding or otherwise. Subordinated Lender acknowledges and agrees that to the extent that the terms and provisions of this Agreement or the Senior Loan Documents violate any term or provision of the Subordinated Loan Documents, such violation is waived, and that, to the extent the terms and provisions of either this Agreement or the Senior Loan Documents are inconsistent with the Subordinated Loan Documents, the Subordinated Loan Documents shall be deemed to have been superseded by the Senior Loan Documents and

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this Agreement. Senior Lender and Subordinated Lender acknowledge and agree that Senior Lender has no security interest in the assets of the Additional Subordinated Borrower and that Subordinated Lender shall not be prohibited from taking action against the Additional Subordinated Borrower, all in accordance with the terms of the Subordinated Loan Documents.

2. **Permitted Payments.** Until Senior Lender gives Subordinated Lender written notice that an Event of Default has occurred or that payment of the next scheduled interest payment(s) with respect to the Subordinated Indebtedness will result in the occurrence of an Event of Default (collectively, a "Default Notice"), Borrower may pay to Subordinated Lender, and Subordinated Lender may accept from Borrower, the following payments, when due on an unaccelerated basis, pursuant to the Subordinated Loan Documents (such payments are hereinafter referred to as "Permitted Cash Payments"):

(a) Payment of (i) all loan fees and expenses required to be paid to Subordinated Lender pursuant to the terms of the Subordinated Loan Documents and (ii) fees and expenses due at the initial disbursement under the Subordinated Note;

(b) Monthly scheduled payments of interest; and

(c) Payments made to Subordinated Lender and applied to principal, all outstanding interest and fees due and owing to Subordinated Lender under the Subordinated Loan Documents (i) from excess cash flow from the Properties after payment of all debt service under the loan evidenced by the Senior Loan Documents and all other payment of other costs then due and payable with respect to the Properties, or (ii) from Life Storage Centers, LLC, an Illinois limited liability company or Guarantor, or any other related parties, which are unrelated to the ownership or interests in Borrower.

It is understood and agreed by Subordinated Lender that any other payments, including, without limitation any principal payments on the Subordinated Indebtedness (other than as authorized in Section 2(c) hereof) shall not be permitted. Any Default Notice shall be effective when such notice is deemed to have been received in accordance with Section 22 hereof. The occurrence of an Event of Default shall not obligate Senior Lender to issue a Default Notice. The issuance of a Default Notice by Senior Lender shall not create any obligation on the part of Senior Lender to accelerate or demand payment of the Liabilities or to initiate any action against Borrower or Guarantor or their assets. Senior Lender may, as to Borrower only, waive any Event of Default giving rise to the issuance of a Default Notice without waiving such Event of Default as it relates to Subordinated Lender and its obligations hereunder.

3. **No Amendment or Enforcement by Subordinated Lender.** It is understood and agreed by Subordinated Lender that the Subordinated Loan Documents may not be modified, supplemented or amended without the prior written consent of Senior Lender. Subordinated Lender, prior to the indefeasible payment in full of the Liabilities and the termination of all financing arrangements between Borrower or Guarantor and Senior Lender under the Senior Loan Documents, shall have no right to bring a legal action to enforce payment of any Permitted Cash Payment, or any payment with respect to the Subordinated Indebtedness or to otherwise take any action against Borrower or Guarantor or the Collateral, without the prior written consent of Senior Lender.

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4. Subordinated Indebtedness Owed Only to Subordinated Lender.

Subordinated Lender warrants and represents that Subordinated Lender has not previously assigned any interest in the Subordinated Indebtedness, that no other party owns an interest in the Subordinated Indebtedness other than Subordinated Lender (whether as a joint holder of the Subordinated Indebtedness or otherwise) and that the entire Subordinated Indebtedness is owing only to Subordinated Lender.

5. Senior Lender's Priority; Grant of Authority to Senior Lender. In the event of any distribution, division, or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the assets of Borrower or the proceeds thereof to the creditors of Borrower or readjustment of the obligations and indebtedness of Borrower, whether by reason of liquidation, bankruptcy, arrangement, receivership, assignment for the benefit of creditors or any other action or proceeding involving the readjustment of all or any part of the Subordinated Indebtedness or the application of the assets of Borrower to the payment or liquidation thereof, or upon the dissolution or other winding up of Borrower's business, or upon the sale of all or substantially Borrower's assets, then, and in any such event, (i) Senior Lender shall be entitled to receive payment in full in cash of any and all of the Liabilities then owing prior to the payment of all or any part of the Subordinated Indebtedness, regardless of whether any such amount is avoided, disallowed, set aside or otherwise invalidated in any such proceeding and including interest at the "**Default Interest Rate**" (as defined in the Senior Loan Documents) as applicable, and (ii) any payment or distribution of any kind or character, whether in cash, securities or other property, which shall be payable or deliverable upon or with respect to any or all of the Subordinated Indebtedness shall be paid or delivered forthwith directly to Senior Lender for application on any of the Liabilities, due or not due, until such Liabilities shall have first been indefeasibly paid in full and satisfied. In order to enable Senior Lender to enforce its rights hereunder in any of the aforesaid actions or proceedings, Senior Lender is hereby irrevocably authorized and empowered, in its discretion, to make and present for and on behalf of Subordinated Lender such proofs of claims against Borrower on account of the Subordinated Indebtedness as Senior Lender may deem expedient or proper and to vote such proofs of claims in any such proceeding and to receive and collect any and all dividends, distributions or other payments or disbursements made thereon in whatever form the same may be paid or issued and to apply the same on account of any of the Liabilities. Subordinated Lender hereby irrevocably authorizes and empowers Senior Lender to demand, sue for, collect and receive each of the aforesaid payments and distributions and give acquittance therefor and to file claims and take such other actions, in Senior Lender's own name or in the name of Subordinated Lender or otherwise, as Senior Lender may deem reasonably necessary or advisable for the enforcement of this Agreement; and Subordinated Lender will execute and deliver to Senior Lender such powers of attorney, assignments and other instruments or documents, including notes and certificates (together with such assignments or endorsements as Senior Lender shall deem necessary), as may be reasonably requested by Senior Lender in order to enable Senior Lender to enforce any and all claims upon or with respect to any or all of the Subordinated Indebtedness and to collect and receive any and all payments and distributions which may be payable or deliverable at any time upon or with respect to the Subordinated Indebtedness, all for Senior Lender's own benefit.

6. Payments Received by Subordinated Lender. Except for Permitted Cash Payments received by Subordinated Lender as provided in Section 2 hereof, should any payment or distribution or security or instrument or proceeds thereof be received by Subordinated Lender

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upon or with respect to the Subordinated Indebtedness prior to the satisfaction in full of all of the Liabilities and termination of all financing arrangements between Borrower or Guarantor and Senior Lender, Subordinated Lender shall receive and hold the same in trust, as trustee, for the benefit of Senior Lender and shall forthwith deliver the same to Senior Lender (together with any endorsement or assignment of Subordinated Lender where necessary), for application on any of the Liabilities, due or not due. In the event of failure of Subordinated Lender to make any such endorsement or assignment to Senior Lender, Senior Lender, or any of its officers or employees, are hereby irrevocably authorized to make the same. Upon full and final payment of all Liabilities payable to Senior Lender and termination of all financing arrangements between Borrower or Guarantor and Senior Lender, Subordinated Lender, together with any other Subordinated Lender, shall be subrogated to any rights of Senior Lender against Borrower or Guarantor to the extent of any payments with respect to Subordinated Indebtedness paid to and retained by Senior Lender.

7. **Instrument Legend.** Any instrument evidencing any of the Subordinated Indebtedness (including, without limitation, the Subordinated Loan Documents), or any portion thereof, will, on the date hereof, be inscribed with the following legend conspicuously indicating that payment thereof is subordinated to the claims of Senior Lender pursuant to the terms of this Agreement: **"THIS INSTRUMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF EVEN DATE HERewith BY AND BETWEEN ASSOCIATED BANK, NATIONAL ASSOCIATION AND METROPOLITAN CAPITAL BANK."** Fully signed copies of existing Subordinated Loan Documents will be delivered to Senior Lender on the date hereof. Any instrument evidencing any of the Subordinated Indebtedness, or any portion thereof, which is hereafter executed by Borrower or Guarantor, will, on the date thereof, be inscribed with the aforesaid legend, and copies of such instrument will be delivered to Senior Lender on the date of its execution or within two (2) calendar days thereafter. Upon full, indefeasible and final payment of all Liabilities payable to Senior Lender and termination of all financing arrangements between Borrower or Guarantor and Senior Lender, the foregoing legend may be removed from any instrument evidencing the Subordinated Indebtedness.

8. **Reimbursement of Expenses and Borrowings from Borrower; Assignment of Claims.** Except as otherwise described herein, Subordinated Lender agrees that until the Liabilities have been indefeasibly paid in full and satisfied and all financing arrangements between Borrower or Guarantor and Senior Lender under the Senior Loan Documents have been terminated in accordance with its terms, Subordinated Lender will not, directly or indirectly, accept or receive the benefit of any remuneration or reimbursement for expenses, costs and fees relating to the Subordinated Indebtedness from or on behalf of Borrower or Guarantor and will not assign or transfer to others any claim Subordinated Lender has or may have against Borrower or Guarantor relating to the Subordinated Indebtedness.

9. **Continuing Nature of Subordination.** Except to the extent specifically provided herein, this Agreement shall continue effective until the Liabilities shall have been indefeasibly paid in full and all financing arrangements between Borrower or Guarantor and Senior Lender under the Senior Loan Documents have been terminated in accordance with its terms.

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10. Additional Agreements Between Senior Lender and Borrower or Guarantor.

Senior Lender, at any time and from time to time, without notice to Subordinated Lender, may enter into such agreement or agreements with Borrower or Guarantor or either of them as Senior Lender may deem proper, extending the time of payment of or renewing or otherwise altering the terms of all or any of the Liabilities or any of the documents relating thereto, including without limitation, increasing the amounts thereof (provided Senior Lender agrees that any such increases shall relate solely to protective advances made in accordance with the terms of the Senior Loan Documents), increasing or otherwise altering the rates of interest charged thereunder, or affecting the Collateral, and may exchange, sell, release, waive, surrender or otherwise deal with any such security, without in any way thereby impairing or affecting this Agreement.

11. Subordinated Lender's Waivers. All of the Liabilities shall be deemed to have been made or incurred in reliance upon this Agreement. Subordinated Lender expressly waives all notice of the acceptance by Senior Lender of the subordination and other provisions of this Agreement and all other notices not specifically required pursuant to the terms of this Agreement whatsoever, and Subordinated Lender expressly consents to reliance by Senior Lender upon the subordination and other agreements as herein provided. Subordinated Lender agrees that Senior Lender has made no warranties or representations with respect to the due execution, legality, validity, completeness or enforceability of the Senior Loan Documents or the collectibility of the Liabilities, and that Senior Lender shall be entitled to manage and supervise its loans to Borrower or Guarantor in accordance with applicable law and its usual practices, modified from time to time as it deems appropriate under the circumstances, without regard to the existence of any rights that Subordinated Lender may now or hereafter have in or to any of the assets of Borrower or Guarantor. Subordinated Lender further agrees that Senior Lender shall have no liability to Subordinated Lender for, and Subordinated Lender waives any claim which Subordinated Lender may now or hereafter have against, Senior Lender arising out of (a) any and all actions which Senior Lender takes or omits to take, or notices which Senior Lender delivers or fails to deliver, with respect to the Senior Loan Documents or to the collection of the Liabilities or the valuation, use, protection or release of the Collateral and/or other security for the Liabilities (including, without limitation, actions or notices with respect to (i) the creation, perfection, recordation or continuation of liens, mortgages or security interests in the Collateral and other security for the Liabilities, (ii) the occurrence of an Event of Default, (iii) the foreclosure upon, sale, release or depreciation of, or failure to preserve, insure or realize upon, any of the Collateral and (iv) the collection of any claim for all or any part of the Liabilities from any account debtor, guarantor or any other party), (b) Senior Lender's election, in any proceeding instituted under Chapter 11 of title 11 of the United States Bankruptcy Code (11 U.S.C. 101 et seq.) (the "**Bankruptcy Code**"), of the application of Section 1111(b)(2) of the Bankruptcy Code, and/or (c) any borrowing of, or grant of a security interest under Section 364 of the Bankruptcy Code to Borrower or Guarantor, as debtor in possession. Notwithstanding the foregoing, Senior Lender agrees to use commercially reasonable efforts in connection with the action set forth in clause (a) (iii) above.

12. Waivers; Amendments. None of the terms or provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Subordinated Lender and Senior Lender.

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13. **Marshalling; Payments Set Aside.** Subordinated Lender waives any right to require Senior Lender to marshal any assets of Borrower or Guarantor or to otherwise proceed in any fashion against Borrower or Guarantor or any other person or entity.

14. **Information Concerning Financial Condition of Borrower or Guarantor.** Subordinated Lender hereby assumes responsibility for keeping itself informed of the financial condition of Borrower or Guarantor any and all endorsers and any and all guarantors of the Liabilities and of all other circumstances bearing upon the risk of nonpayment of the Liabilities and/or the Subordinated Indebtedness that diligent inquiry would reveal, and Subordinated Lender hereby agrees that Senior Lender shall have no duty to advise Subordinated Lender of information known to Senior Lender regarding such condition or any such circumstances. If Senior Lender, in its sole discretion, undertakes, at any time or from time to time, to provide any such information to Subordinated Lender, Senior Lender shall be under no obligation (i) to provide any such information to Subordinated Lender on any subsequent occasion or (ii) to undertake any investigation not a part of its regular business routine and shall be under no obligation to disclose any information which, pursuant to accepted or reasonable commercial finance practices, Senior Lender wishes to maintain confidential. Subordinated Lender hereby agrees that all payments received by Senior Lender may be applied, reversed, and reapplied, in whole or in part, to any of the Liabilities, as Senior Lender, in its sole discretion, deems appropriate and assents to any extension or postponement of the time of payment of the Liabilities or to any other indulgence with respect thereto, to any substitution, exchange or release of the Collateral which may at any time secure the Liabilities and to the addition or release of any other party or person primarily or secondarily liable therefor.

15. **No Offset.** If Subordinated Lender at any time incurs any obligation to pay money to Borrower or Guarantor or either of them, Subordinated Lender hereby irrevocably agrees that it shall pay such obligation in cash or cash equivalents in accordance with the terms of the contract governing such obligation and shall not deduct from or setoff against any amounts owed by Subordinated Lender to Borrower or Guarantor in connection with any such transaction any amounts Subordinated Lender claims are due to it with respect to the Subordinated Indebtedness.

16. **Warranties of Subordinated Lender.** Subordinated Lender warrants and represents as follows:

(a) Subordinated Lender has full power and the legal capacity to enter into, execute, deliver and perform its obligations hereunder and is not in violation of any law, statute, regulation, ordinance, judgment, decree, rule or regulation of any court or governmental authority applicable to it if such non-compliance would have a material adverse effect upon this Agreement, any of the transactions contemplated hereby, or Subordinated Lender's ability to perform its obligations hereunder;

(b) This Agreement has been duly executed and delivered by Subordinated Lender and constitutes the legal, valid and binding obligation of Subordinated Lender enforceable in accordance with its terms, subject only to Bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the rights of creditors generally, and accept that the availability of equitable remedies is subject to applicable equitable principles;

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(c) The execution and delivery of Subordinated Lender of this Agreement in the consummation of the transactions contemplated hereby do not, and the performance of Subordinated Lender's obligations hereunder will not (i) conflict with or result in a violation or breach of or a default under (a) any agreement, lease, mortgage, indenture or other contract or instrument to which Subordinated Lender is a party or by which it or any of its property is bound; or (b) any law, statute, ordinance, rule, regulations, writ, order or decree to which it is a party or by which it or any of its property is bound nor (ii) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of its properties or assets;

(d) True, correct and complete copies of all instruments, documents, or other writings evidencing or securing all or any part of the Subordinated Loan Documents have been delivered to Senior Lender.

17. **Warranties of Senior Lender.** Senior Lender warrants and represents as follows:

(a) Senior Lender has full power and the legal capacity to enter into, execute, deliver and perform its obligations hereunder and is not in violation of any law, statute, regulation, ordinance, judgment, decree, rule or regulation of any court or governmental authority applicable to it if such non-compliance would have a material adverse affect upon this agreement, any of the transactions contemplated hereby or Senior Lender's ability to perform its obligations hereunder.

(b) This Agreement has been duly executed and delivered by Senior Lender and constitutes the legal, valid and binding obligation of Senior Lender enforceable in accordance with its terms, subject only to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the rights of creditors generally and except that the availability of equitable remedies is subject to applicable, equitable principles.

(c) The execution and delivery at a Senior Lender of this Agreement in the consummation of the transactions contemplated hereby do not, and the performance of Senior Lender's obligations hereunder will not (i) conflict with or result in a violation or breach of or a default under (a) any agreement, lease, mortgage, indenture or other contract or instrument to which Senior Lender is a party or by which it or any of its property is bound or (b) any law, statute, ordinance, rule, regulations, writ, order or decree to which it is a party or by which it or any of its property is bound nor (ii) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of its properties or assets.

(d) True, correct and complete copies of all instruments, documents, or other writings evidencing or securing all or any part of the Senior Loan Documents have been delivered to Subordinated Lender.

18. **No Prejudice.** The rights of Senior Lender or present or future holders of the Liabilities shall not be prejudiced by any action or failure to act on the part of Borrower or Guarantor or Subordinated Lender, or any noncompliance of Borrower or Guarantor or Subordinated Lender with any agreement or obligation, regardless of any knowledge thereof which Senior Lender may have or with which Senior Lender may be charged; and no action of

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Senior Lender permitted hereunder shall in any way affect or impair the rights of Senior Lender and the obligations of Subordinated Lender under this Agreement.

19. **Further Assurances.** Subordinated Lender agrees to provide Senior Lender with such information, data and copies of documents and instruments and to take any and all such other actions relating to the Subordinated Loan Documents, the Subordinated Indebtedness and this Agreement as Senior Lender may reasonably request in order to more effectively carry out the terms and provisions of this Agreement.

20. **Application To Post-Bankruptcy Matters.** This Agreement shall be applicable both before and after the filing of any petition by or against Borrower or Guarantor or either of them under the Bankruptcy Code and all references herein to Borrower or Guarantor shall be deemed to apply to Borrower or Guarantor as debtor-in-possession and all allocations of payments between Senior Lender and Subordinated Lender shall continue to be made after the filing thereof on the same basis that the payments were to be applied prior to the date of the petition.

21. **Section Titles.** 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.

22. **Notices.** Notice by Senior Lender to Subordinated Lender, or by Subordinated Lender to Senior Lender shall be in writing or by telecommunications device capable of creating a written record (including, without limitation, telecopy), and shall be deemed to have been received when delivered by hand, one (1) business day after delivery to a reputable overnight courier service, or five (5) calendar days after its deposit in the U.S. Mail, addressed as follows:

If to Senior Lender:

Associated Bank, National Association
Corporate 500 Centre
520 Lake Cook Road
Suite 375
Deerfield, Illinois 60015
Attn: Edward U. Notz, Jr.

If to Subordinated Lender:

Metropolitan Capital Bank
Nine East Ontario Street
Chicago, Illinois 60611
Attn: Alexander B. Penning

With a copy to Borrower:

Life Storage, LLC
777 Lake Zurich Road
Barrington, Illinois 60010
Attention: Jean L. Jodoin and Christopher
S. Barry

or to other such person or address as the party receiving such notice shall have requested in writing in accordance with the provisions of this Section 22.

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23. **Refinancing.** Subordinated Lender agrees that any indebtedness incurred by Borrower or Guarantor for the purpose of refinancing part or all of the Subordinated Indebtedness shall be subordinated, as to payment, priority and all other respects, to the Liabilities on terms and conditions satisfactory to Senior Lender.

24. **Defined Terms.** Each of the capitalized terms herein shall have the meaning ascribed to it in the Senior Note, unless otherwise defined herein.

25. **Assignment.** So long as any Liabilities shall be outstanding Subordinated Lender shall not assign or transfer any portion of the Subordinated Indebtedness or any of its rights with respect thereto or any interest therein to any third party, except with the prior written consent of Senior Lender. Senior Lender shall have the right to assign, transfer or grant participations in part of all of the Liabilities owed to it, the security therefor and its rights hereunder without consent of any kind from Subordinated Lender. This Agreement shall be binding upon Subordinated Lender and its successors and permitted assigns and shall inure to the benefit of Senior Lender and its successors and assigns and participants in the Liabilities.

26. **Governing Law; Submission to Jurisdiction.**

(a) THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF ILLINOIS AND THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT, AND THE RIGHTS AND OBLIGATION OF PARTIES HEREUNDER, SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES.

(b) THE PARTIES HERETO AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH OR RELATED TO THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN COOK COUNTY, STATE OF ILLINOIS. SUBORDINATED LENDER WAIVES ANY RIGHT SUBORDINATED LENDER MAY HAVE TO ASSERT THE DOCTRINE OR FORUM NON CONVENIENS OR TO OBJECT TO SUCH VENUE AND HEREBY CONSENTS TO ANY COURT ORDERED RELIEF. NOTHING CONTAINED IN THIS SECTION SHALL AFFECT THE RIGHT OF SENIOR LENDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF SENIOR LENDER TO BRING ANY ACTION OR PROCEEDING AGAINST SUBORDINATED LENDER OR SUBORDINATED LENDER'S PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION.

27. **Jury Trial.** SUBORDINATED LENDER AND SENIOR LENDER HEREBY IRREVOCABLY AND KNOWINGLY WAIVE (TO THE FULLEST EXTENT PERMITTED BY LAW) ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING (INCLUDING, WITHOUT LIMITATION, ANY COUNTERCLAIM) ARISING OUT OF THIS AGREEMENT OR TRANSACTIONS RELATED HERETO, INCLUDING, WITHOUT LIMITATION, ANY ACTION OR PROCEEDING (A) TO

UNOFFICIAL COPY

ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith, OR (B) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT. SENIOR LENDER AND SUBORDINATED LENDER AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT A JURY.

28. **Counterparts.** This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original, but all of which shall together constitute only one Agreement.

29. **Facsimile Signatures.** The parties agree that any signature which may appear only on a facsimile copy shall be deemed an original signature to this Agreement.

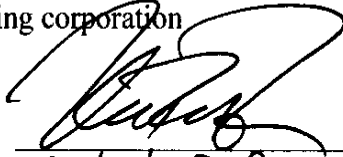
30. **Severability; Construction.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

[Signature Page Follows]

UNOFFICIAL COPY

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

METROPOLITAN CAPITAL BANK, an Illinois banking corporation



By: _____
Name: Michael P Rose
Its: CEO

ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Name: _____
Its: _____

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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

METROPOLITAN CAPITAL BANK, an Illinois banking corporation

By: _____
Name: _____
Its: _____

ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Name: **Edward U. Notz**
Its: **Vice President**

Property of Cook County Clerk's Office


UNOFFICIAL COPY

LIFE STORAGE CENTERS, LLC, an Illinois limited liability company, **JEAN L. JODOIN AS TRUSTEE OF THE JEAN L. JODOIN TRUST DATED FEBRUARY 10, 2000**, **CHRISTOPHER S. BARRY AS TRUSTEE UNDER THE CHRISTOPHER S. BARRY TRUST DATED DECEMBER 6, 1999**, **CHICAGO TITLE LAND TRUST COMPANY**, as trustee under Trust Agreements dated as of November 1, 2010, and known as Trust Nos. 8002355912, 8002355913, 8002355914, 8002355915, 8002355916, 8002355917, **LIFE STORAGE CENTERS OF ALGONQUIN, LLC**, an Illinois limited liability company **LIFE STORAGE CENTERS OF CARPENTERSVILLE, LLC**, an Illinois limited liability company, **LIFE STORAGE CENTERS OF ELGIN, LLC**, an Illinois limited liability company, **LIFE STORAGE CENTERS OF MATTESON, LLC**, an Illinois limited liability company, **LIFE STORAGE CENTERS OF ROGERS PARK, LLC**, an Illinois limited liability company, and **LIFE STORAGE CENTERS OF SOUTH CHICAGO HEIGHTS, LLC**, an Illinois limited liability company, hereby accept and acknowledge receipt of a copy of the foregoing Subordination and Intercreditor Agreement this ___ day of November, 2010, represent that the matters that relate to them as set forth in said Subordination and Intercreditor Agreement are true and correct, agree to be bound by the terms of the foregoing Subordination and Intercreditor Agreement and agree that they will not pay any of the “**Subordinated Indebtedness**” (as defined in the foregoing Subordination and Intercreditor Agreement) or grant any security therefor, except as the foregoing Subordination and Intercreditor Agreement provides. In the event of a breach by the undersigned of any of the provisions contained in the foregoing Subordination and Intercreditor Agreement, all of the “**Liabilities**” (as defined in the foregoing Subordination and Intercreditor Agreement) shall, without presentment, demand, protest or notice of any kind, become immediately due and payable, unless Senior Lender shall otherwise elect in writing.

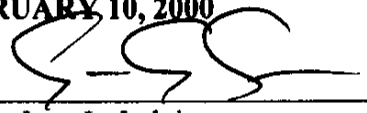
UNOFFICIAL COPY

IN WITNESS WHEREOF, this Note has been executed and delivered on the date first set forth above.

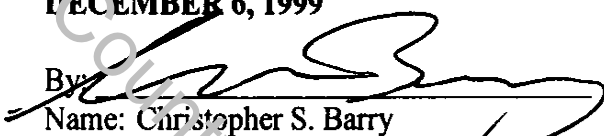
LIFE STORAGE CENTERS, LLC,
an Illinois limited liability company

By: 
Name: Christopher Barry
Its: member/manager

**JEAN L. JODOIN TRUST DATED
FEBRUARY 10, 2000**

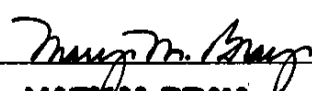
By: 
Name: Jean L. Jodoin
Its: Trustee and Sole Beneficiary

**CHRISTOPHER S. BARRY TRUST DATED
DECEMBER 6, 1999**

By: 
Name: Christopher S. Barry
Its: Trustee and Sole Beneficiary

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and are not personally assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

CHICAGO TITLE LAND TRUST COMPANY,
an Illinois corporation, not personally but as Trustee aforesaid

By: 
Name: **MARY M. BRAY**
Its: **Trust Officer**


(Signatures Continue on Following Page)

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(Signatures Continued from Previous Page)

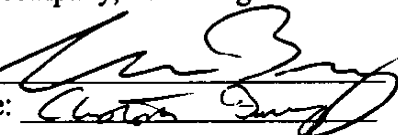
LIFE STORAGE CENTERS OF ALGONQUIN, LLC, an Illinois limited liability company

By: Life Storage Centers, LLC, an Illinois limited liability company, its Manager

By: 
Name: Christopher Barr
Its: Manager

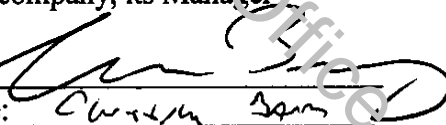
LIFE STORAGE CENTERS OF CARPENTERSVILLE, LLC, an Illinois limited liability company

By: Life Storage Centers, LLC, an Illinois limited liability company, its Manager

By: 
Name: Christopher Barr
Its: Manager

LIFE STORAGE CENTERS OF ELGIN, LLC, an Illinois limited liability company

By: Life Storage Centers, LLC, an Illinois limited liability company, its Manager

By: 
Name: Christopher Barr
Its: Manager


(Signatures Continue on Following Page)

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(Signatures Continued from Previous Page)

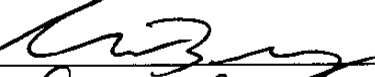
**LIFE STORAGE CENTERS OF MATTESON,
LLC, an Illinois limited liability company**

By: Life Storage Centers, LLC, an Illinois limited liability company, its Manager

By: 
Name: Charles Barry
Its: manager


**LIFE STORAGE CENTERS OF ROGERS
PARK, LLC, an Illinois limited liability company**

By: Life Storage Centers, LLC, an Illinois limited liability company, its Manager

By: 
Name: Charles Barry
Its: manager

**LIFE STORAGE CENTERS OF SOUTH
CHICAGO HEIGHTS, LLC, an Illinois limited liability company**

By: Life Storage Centers, LLC, an Illinois limited liability company, its Manager

By: 
Name: Charles Barry
Its: manager

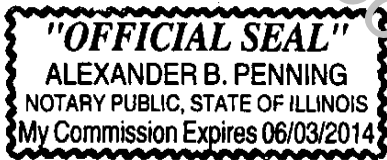
Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
 COUNTY OF Cook) SS

I, Alexander B. Penning a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael Rose, the CEO of **METROPOLITAN CAPITAL BANK**, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such individual, 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 CEO for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 15 day of November, 2010.



Alexander B. Penning
 NOTARY PUBLIC
 (SEAL)

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss

I, Kim MEYERS a Notary Public in and for said County, in the State aforesaid, do hereby certify that EDWARD U. NOTZ, the VICE PRESIDENT of ASSOCIATED BANK, NATIONAL ASSOCIATION, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such national banking association, 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 national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 16TH day of November, 2010.

Kim Meyers
NOTARY PUBLIC

(SEAL)



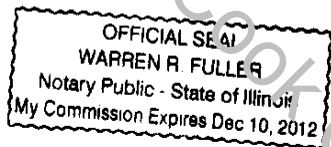
Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
) SS
COUNTY OF McDonough)

I, Warren R Fuller a Notary Public in and for said County, in the State aforesaid, do hereby certify that CHRISTOPHER BRADY, the MBR of **LIFE STORAGE CENTERS, 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 MBR of such limited liability company, 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 15th day of November, 2010.



Warren R Fuller
NOTARY PUBLIC

(SEAL)

PROPERTY OF County Clerk's Office

UNOFFICIAL COPY

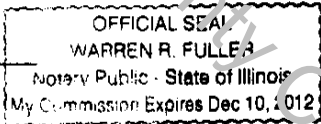
STATE OF ILLINOIS)
)
COUNTY OF McHenry) ss

I, Warren R. Fuller a Notary Public in and for said County, in the State aforesaid, do hereby certify that CHRISTOPHER BARRY, the MGR of LIFE STORAGE CENTERS, LLC, an Illinois limited liability company, the Manager of LIFE STORAGE CENTERS OF ALGONQUIN, LLC, an Illinois limited liability company, LIFE STORAGE CENTERS OF CARPENTERSVILLE, LLC, an Illinois limited liability company, LIFE STORAGE CENTERS OF ELGIN, LLC, an Illinois limited liability company, LIFE STORAGE CENTERS OF MATTESON, LLC, an Illinois limited liability company, LIFE STORAGE CENTERS OF ROGERS PARK, LLC, an Illinois limited liability company, and LIFE STORAGE CENTERS OF SOUTH CHICAGO HEIGHTS, 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 MGR of such limited liability company, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument at 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 16th day of November, 2010.



NOTARY PUBLIC



(SEAL)

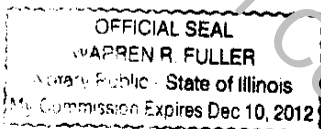
McHenry County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
) ss
COUNTY OF McHenry)

I, Warren R. Fuller a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jean L. Jodoin, the Trustee of **THE JEAN L. JODOIN TRUST DATED FEBRUARY 10, 2000**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as Trustee of such Trust, 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 Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 16th day of November, 2010.



Warren R. Fuller
NOTARY PUBLIC

(SEAL)

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) ss

I, THE UNDERSIGNED a Notary Public in and for said County, in the State aforesaid, do hereby certify that MARY M. BRAY, TRUST OFFICER of CHICAGO TITLE LAND TRUST COMPANY TRUST NOS.8002355912, 8002355913, 8002355914, 8002355915, **, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as Trustee of such Trust, 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 Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 16th day of November, 2010.
**8002355916, and 8002355917



NOTARY PUBLIC

(SEAL)



County of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

Legal Description

Algonquin, Illinois

PARCEL 1: LOT TWO IN THORNTON OIL COMPANY RESUBDIVISION, BEING A RESUBDIVISION IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 16, 2003 AS DOCUMENT 2003R0165498, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 2: LOT 2 IN KAPER'S BUSINESS CENTER UNIT 3, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 8, 2000 AS DOCUMENT 2000R0042709, BEING A RESUBDIVISION OF LOT 8 AND PART OF VACATED CRYSTAL LAKE ROAD, ADJACENT TO SAID LOT 8, IN KAPER'S EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 3: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY ROADWAY EASEMENT AND MAINTENANCE AGREEMENT DATED NOVEMBER 5, 1996 AND RECORDED MAY 7, 1997 AS DOCUMENT 97R021126, MADE BY AND BETWEEN JEFFERSON STATE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 9, 1991 AND KNOWN AS TRUST NUMBER 1776, WILLIAM KAPER, JR., AND MAPP, LLC, FOR THE PURPOSE OF INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND: THAT PART OF VACATED CRYSTAL LAKE ROAD, LYING SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF HUNTLEY-ALGONQUIN ROAD AND LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF KAPER DRIVE (NOW KNOWN AS STONEGATE ROAD) EXTENDED EAST TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, AFORESAID, AS SHOWN ON PLAT OF KAPER'S EAST SUBDIVISION RECORDED FEBRUARY 28, 1989 AS DOCUMENT NUMBER 89R05770, EXCLUDING THEREFROM THE SOUTH 866.65 FEET THEREOF.

PARCEL 4: A NON-EXCLUSIVE EASEMENT OF INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 ACROSS LOT 1 IN THORNTON OIL COMPANY RESUBDIVISION RECORDED DECEMBER 16, 2003 AS DOCUMENT NUMBER 2003R0165498, AS CREATED BY AND DEPICTED ON GRANT OF EASEMENT FOR INGRESS AND EGRESS RECORDED DECEMBER 3, 2002 AS DOCUMENT NUMBER 2002R0114071 AND BY GRANT OF INGRESS AND EGRESS EASEMENT ON PLAT OF THORNTON OIL COMPANY RESUBDIVISION RECORDED DECEMBER 16, 2003 AS DOCUMENT NUMBER 2003R0165498, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 5: A NON-EXCLUSIVE SIGN EASEMENT FOR THE BENEFIT OF PARCEL 1 ON LOT 1 IN THORNTON OIL COMPANY RESUBDIVISION RECORDED DECEMBER 16, 2003 AS DOCUMENT NUMBER 2003R0165498, AS CREATED BY AND DEPICTED IN

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THE PLAT OF EASEMENT RECORDED NOVEMBER 9, 2004 AS DOCUMENT NUMBER 2004R0099800 AND THE SIGN EASEMENT AND AGREEMENT RECORDED MAY 6, 2005 AS DOCUMENT NUMBER 2005R0035124, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 6: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 2 AS CREATED BY RETENTION POND AGREEMENT DATED JULY 6, 1993 AND RECORDED JULY 13, 1993 AS DOCUMENT 93R040761 FOR THE PURPOSE OF COLLECTION, RETENTION AND DRAINAGE OF STORM WATER OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT 9 IN KAPER'S EAST SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 28, 1989 AS DOCUMENT 89R5770 IN MCHENRY COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH 1 DEGREES 02 MINUTES 31 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 9 FOR A DISTANCE OF 300.07 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 53 SECONDS EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 9 FOR A DISTANCE OF 357.42 FEET TO A POINT ON THE EAST LINE OF SAID LOT 9; THENCE SOUTH 1 DEGREE 40 MINUTES 45 SECONDS WEST ALONG THE SAID EAST LINE OF LOT 9 FOR A DISTANCE OF 270.87 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET FOR AN ARC DISTANCE OF 46.34 FEET (SAID CURVE HAVING A CHORD BEARING OF SOUTH 45 DEGREES 55 MINUTES 56 SECONDS WEST AND A CHORD DISTANCE OF 41.87 FEET) TO A POINT OF TANGENCY, THENCE NORTH 89 DEGREES 48 MINUTES 53 SECONDS WEST ALONG THE SAID SOUTH LINE OF LOT 9 FOR A DISTANCE OF 313.94 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS

PIN NOS.: 19-29-326-022-0000 and 19-29-301-016

COMMON ADDRESS: 2301 WEST ALGONQUIN ROAD, ALGONQUIN, IL

UNOFFICIAL COPY

Legal Description

Carpentersville, Illinois

UNIT B IN RANDALL & MILLER RETAIL CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 2 IN EDCO COMMERCIAL SUBDIVISION, BEING A SUBDIVISION IN PART OF THE NORTH WEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 2001 AS DOCUMENT 2001K018186, IN THE VILLAGE OF CARPENTERSVILLE, KANE COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED APRIL 26, 2005 AS DOCUMENT NUMBER 2005K046712, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PIN NO.: 03-17-103-012-0000

COMMON ADDRESS: 2253 RANDALL ROAD, CARPENTERSVILLE, IL

County of Cook County Clerk's Office

UNOFFICIAL COPY

Legal Description

Chicago, Illinois

PARCEL A:

LOTS 1B, 1C, 1D, 2D AND 2E IN GATEWAY CENTRE AND GATEWAY CENTRE PLAZA SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 14, 2005 AS DOCUMENT NUMBER 0531827119;

ALSO

THAT PART OF LOT 6 IN GATEWAY CENTRE AND GATEWAY CENTRE PLAZA SUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH MOST LINE OF LOT 6 AFORESAID, 3.31 FEET WEST (AS MEASURED ALONG SAID SOUTH LINE) OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 57 MINUTES 42 SECONDS WEST, ALONG SAID SOUTH LINE, 12.53 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 0 DEGREES 02 MINUTES 18 SECONDS EAST, ALONG THE WEST LINE THEREOF, 8.88 FEET TO AN ANGLE CORNER THEREOF; THENCE NORTH 63 DEGREES 58 MINUTES 25 SECONDS WEST, ALONG THE SOUTHWESTERLY LINE THEREOF, 4.73 FEET; THENCE NORTH 26 DEGREES 23 MINUTES 13 SECONDS EAST, 8.63 FEET; THENCE SOUTH 63 DEGREES 49 MINUTES 59 SECONDS EAST, 13.27 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 18 SECONDS WEST, 3.79 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 42 SECONDS EAST, 1.00 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 18 SECONDS WEST, 9.06 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +27.42 FEET, CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +46.16 FEET, CHICAGO CITY DATUM;

ALSO

THAT PART OF LOT 9 IN GATEWAY CENTRE AND GATEWAY CENTRE PLAZA SUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY NORTHWEST CORNER OF LOT 9 AFORESAID; THENCE SOUTH 89 DEGREES 57 MINUTES 42 SECONDS EAST, ALONG THE NORTH LINE THEREOF, 10.33 FEET, TO AN ANGLE CORNER THEREOF; THENCE SOUTH 0 DEGREES 02 MINUTES 18 SECONDS WEST, 6.86 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 42 SECONDS WEST, 10.33 FEET, TO A POINT ON THE WEST LINE OF LOT 9 AFORESAID; THENCE NORTH 0 DEGREES 02 MINUTES 18 SECONDS EAST, ALONG SAID WEST LINE, 6.86 FEET, TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

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HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +27.42 FEET, CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +46.16 FEET, CHICAGO CITY DATUM:

ALL IN COOK COUNTY, ILLINOIS.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL A AS CREATED BY THE RECIPROCAL EASEMENT AND OPERATING AGREEMENT DATED NOVEMBER 28, 2005 AND RECORDED DECEMBER 12, 2005 AS DOCUMENT 0534640253, EXECUTED BY AND BETWEEN COMBINED DEVELOPMENT-HOWARD, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, AND HARRIS N.A., A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 1, 2005 AND KNOWN AS TRUST NUMBER HTB1761, FOR THE PURPOSES AS SET FORTH THEREIN, OVER PORTIONS OF THE FOLLOWING DESCRIBED LAND: LOTS 1A, 2A, 2B, 2C, 3A, 3B, 4A, 4B, 5, 6, 7, 8, 9 AND 10 IN THE GATEWAY CENTRE AND GATEWAY CENTRE PLAZA SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL C:

LOTS 2 AND 3 IN GATEWAY CENTRE PLAZA BUILDING HG RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 1, 2007 AS DOCUMENT 0730503066, BEING A RESUBDIVISION OF LOTS 1 THROUGH 8, INCLUSIVE, IN GATEWAY CENTRE SUBDIVISION OF PART OF THE SOUTHEAST FRACTIONAL 1/4 LYING NORTH OF THE INDIAN BOUNDARY LINE OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL D:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL C AS CREATED BY RECIPROCAL EASEMENT AND OPERATING AGREEMENT DATED SEPTEMBER 5, 2002 AND RECORDED SEPTEMBER 17, 2002 AS DOCUMENT 0021019838, BY AND BETWEEN COMBINED DEVELOPMENT-HOWARD L.L.C., AND RALPH AND JOAN RUNGE, FOR THE PURPOSE OF: COMMON WALLS, CEILINGS AND FLOORS; USE OF FACILITIES; UTILITIES; ENCROACHMENTS; AND, AIRSHAFTS OVER THE LAND DESCRIBED THEREIN AS THE PARKING GARAGE PARCEL, AND DEPICTED ON THE SURVEY ATTACHED THERETO AS EXHIBIT E.

PARCEL E:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL C AS CREATED BY RECIPROCAL EASEMENT AND OPERATING AGREEMENT DATED SEPTEMBER 5, 2002 AND RECORDED SEPTEMBER 17, 2002 AS DOCUMENT 0021019838, BY AND BETWEEN COMBINED DEVELOPMENT-HOWARD L.L.C., AND RALPH AND JOAN RUNGE, FOR THE PURPOSE OF: USE OF FACILITIES; ENCROACHMENTS; AND, DRAINAGE OVER THE LAND DESCRIBED THEREIN AS THE RUNGE PARCEL, AND DEPICTED ON THE SURVEY ATTACHED THERETO AS EXHIBIT E.

PARCEL F:

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A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL C AS CREATED BY ACCESS EASEMENT AGREEMENT DATED DECEMBER 29, 2005 AND RECORDED MARCH 22, 2006 AS DOCUMENT 0608118010, FROM JJ PAULINA, LLC (GRANTOR), TO HARRIS N.A., A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 1, 2005 AND KNOWN AS TRUST NUMBER HTG1761 (GRANTEE), FOR THE PURPOSE OF EGRESS OF MOTOR VEHICLES OPERATED BY GRANTEE'S TENANTS, EMPLOYEES, LICENSES, AGENTS, CUSTOMERS AND INVITEES OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT 5 IN GATEWAY CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY SOUTHWEST CORNER OF LOT 5 AFORESAID; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF LOT 5 AFORESAID, 220 FEET TO AN ANGLE CORNER THEREOF; THENCE NORTH ALONG THE WEST LINE OF LOT 5 AFORESAID, 78.76 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 72.97 FEET TO THE SOUTHEASTERLY LINE OF LOT 5 AFORESAID; THENCE SOUTHWESTERLY, ALONG SAID SOUTHEASTERLY LINE, 1428 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

HAVING AS A LOWER LIMIT AN INCLINED PLANE OF ELEVATION +15.00 FEET, CHICAGO CITY DATUM, AS MEASURED ALONG THE MOST SOUTHEASTERLY LINE OF LOT 5 AFORESAID, AND AN ELEVATION OF +27.55 FEET, CHICAGO CITY DATUM, AS MEASURED ALONG THE NORTH LINE OF LOT 5 AFORESAID; AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +32.20 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS

PIN NOS.: 11-30-404-044-0000; 11-30-404-045-0000; 11-30-411-038-0000; 11-30-411-039-0000; 11-30-411-040-0000; 11-30-411-044-0000; 11-30-411-045-0000; 11-30-411-046-0000; 11-30-411-055-0000; 11-30-411-058-0000; 11-30-411-061-0000

COMMON ADDRESS: 7524 NORTH PAULINA STREET, CHICAGO, IL

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Legal Description

Elgin, Illinois

LOT 6 IN THE RIVER RIDGE BUSINESS CENTER BEING A RESUBDIVISION OF LOT 3 IN THE ELGIN-O'HARE BUSINESS CENTER, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 22, 2004 AS DOCUMENT NUMBER 2004K150868, IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS.

PIN NO.: 03-34-327-001-0000

COMMON ADDRESS: 450 AIRPORT ROAD, ELGIN, IL

Property of Cook County Clerk's Office

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Legal Description

Matteson, Illinois

PARCEL 1:

LOT 1 IN SOUTHGATE COMMERCE CENTER, BEING A SUBDIVISION OF PART OF LOTS 1 AND 2 IN ALLIS CHALMERS SUBDIVISION IN THE NORTH HALF OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 29, 2005 AS DOCUMENT NUMBER 0536310046, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF STORM WATER MANAGEMENT AND DRAINAGE EASEMENTS DATED JULY 8, 1993 AND RECORDED FEBRUARY 28, 1996 AS DOCUMENT 96153735 FOR THE PURPOSE OF DISTRIBUTION, MANAGEMENT, STORAGE, DETENTION, AND DRAINAGE OF STORM WATER OVER THE FOLLOWING DESCRIBED LAND: THE POND PARCELS, AS DEFINED IN SAID DOCUMENT.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENT AGREEMENT DATED JUNE 28, 2005 AND RECORDED JULY 12, 2005 AS DOCUMENT 0519333122 MADE BY AND BETWEEN MERITEX DEVELOPMENTS, INC. AND LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 1, 2005 AND KNOWN AS TRUST NUMBER 134481 FOR THE PURPOSE OF ACCESS OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT 1 IN ALLIS CHALMERS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED PER DOCUMENT NUMBER 26001997, ON SEPTEMBER 17, 1981 IN COOK COUNTY, ILLINOIS, AND BEING PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST RIGHT OF WAY LINE OF CICERO AVENUE, 1157.52 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 26 SECONDS WEST 180.81 FEET TO THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 03 MINUTES 16 SECONDS, DISTANCE OF 47.15 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 18 SECONDS EAST, 134.90 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 29 SECONDS WEST, 279.30 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 06 SECONDS WEST, 198.32 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 26 SECONDS EAST, 251.22 FEET; THENCE SOUTH 00

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DEGREES 00 MINUTES 00 SECONDS EAST, 34.00 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 26 SECONDS EAST 58.19 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF RECIPROCAL EASEMENTS DATED JULY 23, 1996 AND RECORDED AUGUST 2, 1996 AS DOCUMENT 96593845 MADE BY SOUTHGATE COMMERCE CENTER, INC. ESTABLISHING OF RECORD EASEMENTS FOR THE EXISTENCE, MAINTENANCE, REPAIR, REPLACEMENT, AND DISTRIBUTION OF ANY AND ALL EXISTING SANITARY SEWER, STORM SEWER, ELECTRICAL, NATURAL GAS, TELEPHONE AND WATER LINES AND SYSTEMS, AND FOR THE EXISTENCE, MAINTENANCE, REPAIR AND REPLACEMENT OF THE PARTY WALL, OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT 1 IN ALLIS CHALMERS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, PER THE PLAT RECORDED AS DOCUMENT NUMBER 26001997, ON SEPTEMBER 17, 1981, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST RIGHT OF WAY LINE OF CICERO AVENUE, 319.92 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 25.02 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 413.00 FEET, A CENTRAL ANGLE OF 34 DEGREES 16 MINUTES 43 SECONDS, A DISTANCE 247.09 FEET TO A POINT OF TANGENCY; THENCE SOUTH 55 DEGREES 43 MINUTES 18 SECONDS WEST 168.16 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 484.00 FEET, A CENTRAL ANGLE OF 12 DEGREES 29 MINUTES 43 SECONDS, A DISTANCE OF 105.55 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 06 SECONDS WEST 110.32 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 46 SECONDS EAST 8.23 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 05 SECONDS EAST 487.61 FEET; THENCE NORTH 52 DEGREES 24 MINUTES 09 SECONDS WEST 49.89 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 55 SECONDS WEST ALONG THE CENTERLINE OF A COMMON WALL OF AN EXISTING CONCRETE BLOCK BUILDING AND SAID CENTERLINE EXTENDED 168.23 FEET; THENCE NORTH 88 DEGREES 10 MINUTES 23 SECONDS EAST 10.00 FEET; THENCE NORTH 68 DEGREES 38 MINUTES 06 SECONDS EAST 22.36 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 06 SECONDS WEST 262.02 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 26 SECONDS WEST ALONG THE SOUTH LINE OF SOUTHGATE COMMERCE CENTER UNIT II, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1993 AS DOCUMENT NUMBER 93575662, AND SAID SOUTH LINE EXTENDED WESTERLY 862.76 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF LOT 1 I SAID ALLIS CHALMERS SUBDIVISION 1163.08 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 07 SECONDS EAST ALONG THE SOUTH LINE OF LOT 1 IN SAID ALLIS

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CHALMERS SUBDIVISION 1353.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

A PERMANENT NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENT AGREEMENT DATED JUNE 28, 2005 AND RECORDED JULY 12, 2005 AS DOCUMENT 0519333122 MADE BY AND BETWEEN MERITEX DEVELOPMENTS, INC. AND LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 1, 2005 AND KNOWN AS TRUST NUMBER 134481 FOR THE PURPOSE OF PARKING OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT 1 IN ALLIS CHALMERS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED PER DOCUMENT NUMBER 26001997, ON SEPTEMBER 17, 1981 IN COOK COUNTY, ILLINOIS, AND BEING PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1: THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST RIGHT OF WAY LINE OF CICERO AVENUE, 1137.52 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 26 SECONDS WEST 180.81 FEET TO THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 03 MINUTES 16 SECONDS, DISTANCE OF 47.15 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 18 SECONDS EAST, 134.90 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 29 SECONDS WEST, 279.30 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 06 SECONDS WEST, 198.32 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 26 SECONDS EAST, 251.22 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 34.00 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 26 SECONDS EAST 58.19 FEET TO THE POINT OF BEGINNING.

PIN NO.: 31-28-200-012-0000

COMMON ADDRESS: 21700 SOUTH CICERO AVENUE, MATTESON, IL

UNOFFICIAL COPY

Legal Description

South Chicago Heights, Illinois

LOTS 1, 2, 3, 4, AND 5 IN AMERICAN INDUSTRIAL PARK UNIT 1, BEING A SUBDIVISION IN PARTS OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1973 AS DOCUMENT 22252091, IN COOK COUNTY, ILLINOIS.

PIN NOS.: 32-33-102-026-0000; 32-33-102-027-0000; 32-33-102-028-0000; 32-33-102-029-0000; and 32-33-102-030-0000

COMMON ADDRESS: 3200 HOLEMAN AVENUE, SOUTH CHICAGO HEIGHTS, IL

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