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This document prepared by and after recording return to:

Paul Davis Applegate & Thorne-Thomsen, P.C. 626 West Jackson, Suite 400 Chicago, IL 60661



Doc#: 1206945096 Fee: \$62.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 03/09/2012 03:03 PM Pg: 1 of 13

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For Recorder's Use Only

# PLEDGE AGREEMENT AND COLLATERAL ASSIGNMENT OF MORTGAGE AND NOTE

THIS PLEDGE AGREEMENT AND COLLATERAL ASSIGNMENT OF MORTGAGE AND NOTE (this "Agreement"), entered into as of this 7th day of March, 2012, by and between THE COMMUNITY BUILDERS, INC., a Massachusetts charitable corporation ("Pledgor") and JPMorgan Bank and Trust Company, National Association, a national banking association ("Pledgee"), is to evidence the following understandings and agreements:

#### WITNESSETH:

WHEREAS, Pledgor has qualified for an award through the Federal Home Loan Bank of San Francisco's Affordable Housing Program ("AHP Program") through an application sponsored by Pledgee;

WHEREAS, in connection with such award, Pledgee will make a loan of Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00) to Pledgor that has been or will be funded with proceeds from the AHP Program (the "AHP Subsidy"), and will be evidenced by the Promissory Note (AHP Rental Project) by Pledgor in favor of Pledgee in the stated principal amount of \$450,000 (the "Pledgor Note");

WHEREAS, Pledgor has used or will use the proceeds of the AHP Subsidy to make a loan to Oakwood Shores Terrace Associates Limited Partnership, an Illinois limited partnership (the "Partnership"), which loan is evidenced by the AHP Loan Promissory Note in the amount of Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00) from the Partnership to Pledgor (the "Partnership Note") and secured by that certain Junior Mortgage, Assignment of Rents and Security Agreement dated as of March 7, 2012 by Partnership in favor of Pledgor and recorded in the Cook County, Illinois Recorder's Office on 3-9-12 as document no. 120694505, encumbering



1206945096 Page: 2 of 13

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title to the estate legally described in **Exhibit A** attached hereto and made a part hereof (the "Partnership Mortgage");

WHEREAS, as security for the payment of the obligations of Pledgor to Pledgee in connection with the Pledgor Note, Pledgor has agreed to pledge to Pledgee Pledgor's right, title and interest in and to the Partnership Note and to assign to Pledgee Pledgor's right, title and interest in and to the Partnership Mortgage;

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

#### Section 1 - Please and Assignment

Pledgor hereby

- (a) pledges the Partnership Note, and
- (b) assigns its right, title and interest in and to the Partnership Mortgage

to Pledgee to secure payment of the obligations of Pledgor under the Pledgor Note and any and all other obligations and liabilities of Pledgor to Pledgee incurred in connection with the AHP Subsidy (collectively, the "Obligations").

#### Section 2 - Representations, Warranties and Covenants of Pledgor

Pledgor hereby represents and warrants that Pledgor is the legal and beneficial owner of the Partnership Note and Partnership Mortgage, free and clear of any and all pledges, liens, security interests, charges and other encumbrances, and has the right and priver to enter into this Agreement. Pledgor covenants that, while this Agreement is in full force and effect and until its termination as provided in Section 4 hereof, Pledgor shall not enter into any amendment or modification of the Partnership Note or Partnership Mortgage without the consent of Pledgee, which consent shall not unreasonably be withheld. Notwithstanding the foregoing, Pledgee acknowledges that the Partnership Mortgage is subject to the Rider to Junior Mortgage – Affordable Housing Program Retention Agreement and Restrictive Covenants (the "Mortgage Rider"), which affects the Pledgor's rights under the Partnership Mortgage. Pledgor covenants that, while this Agreement is in full force and effect and until its termination as provided in Section 4 hereof, Pledgee shall retain possession of the Partnership Note.

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#### Section 3 - Default

- (a) Any default or failure by Pledgor to timely perform its obligations under the Pledgor Note shall constitute a default by the Pledgor hereunder and shall entitle the Pledgee to exercise its rights under Section 3(b) hereof or any other rights which the Pledgee may have at law or in equity.
- (b) Subject to the terms and conditions of this Agreement, upon the occurrence of any event of default described in Section 3(a) above, the Pledgee may elect any one or more of the following remedies, which election shall not prevent the Pledgee from exercising each and every other right and remedy which the Pledgee may possess hereunder or at law or in equity:
  - Pledgee may demand that all future payments under the Partnership Note be made directly to Pledgee as such payments become due, and, in such event, Pledgee shall account for and acturn any excess to Pledgor.
  - (ii) Pledgee may exercise any and all rights and accrued remedies against the Partnership as set forth in the Partnership Note and/or Partnership Mortgage (including without limitation foreclosing upon the Partnership Mortgage, if the Partnership is in default thereunder, subject to the terms of the Mortgage Rider).
- (c) Anything contained herein to the contrary notwithstanding, any funds, monies, proceeds, or other property received by the Pledge upon exercise of any right or remedy hereunder may be retained by the Pledgee only to the extent of actual damages suffered by the Pledgee on account of a default by Pledgor under the Pledgor Note, and the balance of such funds, monies, proceeds, or other property shall be promptly delivered to the Pledgor.
- (d) So long as there exists no default hereunder or under the Pledgor Note or Partnership Mortgage, Pledgor shall be entitled to receive all interest due and payable on the Partnership Note (subject to the requirement in the Partnership Note that all such payments shall be delivered to the Federal Home Loan Bank of San Francisco).
- (e) So long as there exists no default under the Partnership Note or Partnership Mortgage, Pledgee shall have no right to enforce any remedies against the Partnership thereunder.

#### Section 4 - Termination

This Agreement and all of its terms, covenants, and conditions shall remain in full force and effect for so long as any Obligations under the Pledgor Note remain unfulfilled, in whole or in part. At such time as all such Obligations are completely fulfilled, this Agreement shall terminate and shall cease to be of further force and effect, provided that Pledgor is not then in default of any of the terms, covenants, or conditions hereof. At such time of termination, Pledgee shall return the Partnership Note to Pledgor and execute and file for record a release of the assignment as to the Partnership Mortgage, at Pledgor's cost.

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#### Section 5 - Miscellaneous

- (a) This Agreement, which shall be governed by and interpreted in accordance with the laws of the State of Illinois, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and permitted assigns.
- (b) Any modification or amendment to this Agreement shall be effective only if in writing and executed by Pledgor and Pledgee.
- (c) All rights and remedies provided herein or otherwise existing at law or in equity are cumulative and the exercise of one or more or such rights or remedies by Pledgee shall not preclude or waive its right to exercise any or all of the other such rights and remedies.
- (d) Any notice furnished hereunder shall be in writing and sent by certified or registered mail, return receipt requested, and shall be effective two (2) days following mailing. Notices shall be addressed to the parties at their addresses as set forth in the Partnership Mortgage and any other notice parties set forth in the Partnership Mortgage.
- (e) This Agreement n ay be executed in multiple counterparts, each of which shall be deemed an original for the purposes, but all of which shall constitute one and the same document.

(the remainder of the page has been left blank intentionally)

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date set forth above.

Ple	edgor:	

BUILDERS, INC., a THE COMMUNITY Massachusetts charitable corporation

#### Pledgee:

JPMORGAN BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association

By:
Name: Jacques Sandberg
Title: Authorized Agent
Pledgee:
JPMORGAN BANK AND TRUST COMPA
NATIONAL ASSOCIATION, a national band association
By:
Name:
Titie:
0,

The undersigned, being the Partnership identified in the foregoing Pledge Agreement and Collateral Assignment of Mortgage, hereby consents to and joins in the above Agreement.

> Oakwood Shores Terrace Associates Limited Partnership, an Illinois limited partnership

> By: Oakwood Shores Terrace GP L.L.C., an Illinois limited liability company, i's General Partner

By: GBCD Partnership Services, Inc., a Massachusetts corporation, its manager

By: Jacques Sandberg, Authorized Agent

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1206945096 Page: 6 of 13

## **UNOFFICIAL COPY**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date set forth above.

Ple	dgor:

THE COMMUNITY BUILDERS, INC., a Massachusetts charitable corporation

By:

Name: Jacques Sandberg Title: Authorized Agent

Pledgee:

DOOP OF COO,

JPMORGAN BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking

association

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#### CONSENT

The undersigned, being the Partnership identified in the foregoing Pledge Agreement and Collateral Assignment of Mortgage, hereby consents to and joins in the above Agreement.

Oakwood Shores Terrare Associates Limited Partnership, an Illinois limited partnership

By: Oakwood Shores Terrace CP L.L.C., an Illinois limited liability company, in General Partner

By: GBCD Partnership Services, Inc., a Massachusetts corporation, its manager

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1206945096 Page: 7 of 13

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STATE OF ILLINOIS	)
	) SS
COUNTY OF COOK	)

The undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Jacques Sandberg, personally known to me to be the Authorized Agent of The Community Builders, Inc., a Massachusetts charitable corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, all for the uses and purposes set forth therein.

The undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Jacques Sandberg, personally known to me to be the Authorized Agent of GBCD Partnership Services, Inc., the manager of Oakwood Shores Terrace. GP L.L.C., the general partner of Oakwood Shores Terrace Associates Limited Partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in personand, being first duly sworn by me, acknowledged that she signed and delivered the foregoing instrument pursuant to authority given by said corporation, as general partner of said limited partnership, as her free and voluntary act and as the free and voluntary act and deed of said corporation as general partner of said limited partnership, for the uses and purposes there in set forth.

GIVEN under my notarial seal this 5 day of March, 2012

OFFICIAL SEAL
MARGARET A GRASSANO
NOTARY PUBLIC - STATE OF ILLINOIS

NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:08/27/14

1206945096 Page: 8 of 13

# **UNOFFICIAL COPY**

1206945096 Page: 9 of 13

## **UNOFFICIAL COPY**

#### EXHIBIT A LEGAL DESCRIPTION

#### \*\*\*PARCEL 1:

THAT PART OF LOT 66 IN ELLIS' EAST OR SECOND ADDITION TO CHICAGO TOGETHER WITH THAT PART OF LOTS 6 TO 14, INCLUSIVE, IN ASSESSOR'S DIVISION OF LOTS 63, 64 AND 65 IN ELLIS' EAST OR SECOND ADDITION TO CHICAGO, TAKEN AS A TRACT, IN THE SOUTHEAST QUARTER OF SECTION 34 AND FRACTIONAL SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF EAST 38TH STREET, BEING ALSO THE NORTH LINE OF MADDEN WELLS SUBDIVISION, WITH THE EAST LINE OF THE 80 FOCT WIDE SOUTH COTTAGE GROVE AVENUE; THENCE NORTH 69 DEGREES 56 MINUTES 33 SECONDS EAST, ALONG THE NORTH LINE OF EAST 38TH STREET, AFORE SAID, 260.00 FEET; THENCE NORTH 19 DEGREES 58 MINUTES 00 SECONDS WEST, 196.58 FEET; THENCE NORTH 69 DEGREES 56 MINUTES 33 SECONDS EAST 78.39 FEET TO THE WEST LINE OF THE 66 FOOT WIDE SOUTH ELLIS AVENUE: THENCE NORTH 22 DEGREES 04 MINUTES 47 SECONDS WEST, ALONG THE WEST LINE OF SOUTH ELLIS AVENUE. AFORESAID, 20.66 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE NORTH 22 DEGREES 04 MINUTES 47 SECONDS WEST, ALONG THE WEST LINE OF SOUTH ELLIS AVENUE, AFORESAID 3.36 FEET; THENCE SOUTH 69 DEGREES 56 MINUTES 33 SECONDS WES 7, 337.50 FEET TO THE EAST LINE OF SOUTH COTTAGE GROVE AVENUE, AFORESAID; THENCE SOUTH 19 DEGREES TE CONTRACTOR 58 MINUTES 00 SECONDS EAST, 220.58 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

1206945096 Page: 10 of 13

## **UNOFFICIAL COPY**

Legal Description - continued...

**EXCEPT THE FOLLOWING:** 

C1:

THAT PART OF LOT 66 IN ELLIS' EAST OR SECOND ADDITION TO CHICAGO TOGETHER WITH THAT PART OF LOTS 6 TO 14, INCLUSIVE, IN ASSESSOR'S DIVISION OF LOTS 63, 64 AND 65 IN ELLIS' EAST ADDITION TO CHICAGO, TAKEN AS A TRACT, IN THE SOUTHEAST QUARTER OF SECTION 34 AND FRACTIONAL SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, JAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +35.00 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +21.00 CHICAGO CITY DATUM AND LYING WITHIN IT'S HORIZONTAL BOUNDARY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF EAST 38TH STREET, BEING ALSO THE NORTH LINE OF MADDEN WELLS SUBDIVISION, WITH THE EAST LINE OF THE 80 FOOT WIDE SOUTH COTTAGE GROVE AVENUE; THENCE NORTH 19 DEGREES 58 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE OF SOUTH COTTAGE GROVE AVENUE, AFORESAID, 192.17 FEET; THENCE NORTH 70 DEGREES 02 MINUTES 00 SECONDS EAST, 109.17 FEET; THENCE SOUTH 19 DEGREES 58 MINUTES 00 SECONDS EAST, 95.71 FEET; THENCE SOUTH 70 DEGREES 02 MINUTES 00 SECONDS WEST, 54.71 FEET; THENCE SOUTH 19 DEGREES 58 MINUTES 50 SECONDS EAST, 13.00 FEET; THENCE NORTH 70 DEGREES 02 MINUTES 00 SECONDS EAST, 2.08 FEET; THENCE SOUTH 19 DEGREES 58 MINUTES 00 SECONDS EAST, 8.58 FEET; THENCE NORTH 70 DEGREES 02 MINUTES 00 SECONDS EAST, 28.62 FEET; THENCE SOUTH 19 DEGREES 58 MINUTES 00 SECONDS EAST, 74.74 FEET TO THE NORTH LINE OF EAST 38TH STREET, AFORESAID: (THENCE SOUTH 69) DEGREES 56 MINUTES 33 SECONDS WEST, 85.17 FEET 10 THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. Office

1206945096 Page: 11 of 13

## **UNOFFICIAL COPY**

Legal Description - continued...

C2:

THAT PART OF LOT 66 IN ELLIS' EAST OR SECOND ADDITION TO CHICAGO TOGETHER WITH THAT PART OF LOTS 6 TO 14, INCLUSIVE, IN ASSESSOR'S DIVISION OF LOTS 63, 64 AND 65 IN ELLIS' EAST ADDITION TO CHICAGO, TAKEN AS A TRACT, IN THE SOUTHEAST QUARTER OF SECTION 34 AND FRACTIONAL SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +49.00 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +35.00 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF EAST 38<sup>TH</sup> STREET, BEING ALSO THE NORTH LINE OF MADDEN WELLS SUBDIVISION. WITH THE EAST LINE OF THE 80 FOOT WIDE SOUTH COTTAGE GROVE AVENUE; THENCE NORTH 19 DECREES 58 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE OF SOUTH COTTAGE GROVE AVENUE, AFORESAID, 192.17 FEET: THENCE NORTH 70 DEGREES 02 MINUTES 00 SECONDS EAST, 85.00 FEET; THENCE SOUTH 19 DEGREES 58 MINUTES 00 SECONDS EAST, 192.03 FEET TO THE NORTH LINE OF EAST 38TH STREET, AFORESAID; THENCE SOUTH 69 DEGREES 56 MINUTES 33 SECONDS WEST, 85.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINO'S.

EXCEPT THAT PART OF C1 AND C2 DESCRIPED AS FOLLOWS:

THAT PART OF LOT 66 IN ELLIS' EAST OR SECOND ADDITION TO CHICAGO TOGETHER WITH THAT PART OF LOTS 6 TO 14, INCLUSIVE, IN ASSESSOR'S DIVISION OF LOTS 63, 64 AND 65 IN ELLIS' EAST ADDITION TO CHICAGO, TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF EAST 38<sup>TH</sup> STREET, 3EING ALSO THE NORTH LINE OF MADDEN WELLS SUBDIVISION, WITH THE EAST LINE OF THE 80 FOOT WIDE SOUTH COTTAGE GROVE AVENUE; THENCE NORTH 19 DEGREES 58 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE OF SOUTH COTTAGE GROVE AVENUE, AFORESAID, 74.87 FEET; THENCE NORTH 70 DEGREES 02 MINUTES 00 SECONDS WEST, 7.75 FEET; THENCE NORTH 19 DEGREES 58 MINUTES 00 SECONDS WEST, 7.75 FEET; THENCE NORTH 70 DEGREES 02 MINUTES 00 SECONDS EAST, 18.25 FEET; THENCE SOUTH 19 DEGREES 58 MINUTES 00 SECONDS EAST, 7.75 FEET; THENCE SOUTH 70 DEGREES 02 MINUTES 00 SECONDS WEST, 18.25 FEET TO THE POINT OF BEGINNING.\*\*\*

1206945096 Page: 12 of 13

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Legal Description - continued...

#### PARCEL 2:

A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR CONSTRUCTION AND USE OF A SHARED PARKING LOT AND FOR ACCESS OVER THE ACCESS ROAD PURSUANT TO THAT CERTAIN SHARED PARKING LOT AGREEMENT RECORDED MARCH 1, 2012 AS DOCUMENT NUMBER 12069 45086 OVER THE PREMISES DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 4, 5, 6, 14 AND 15 TAKEN AS A TRACT, IN ASSESSOR'S DIVISION OF LOTS 63, 64 AND 65 IN ELLIS' EAST OR SECOND ADDITION TO CHICAGO, AFORESAID, TAKEN AS A TRACT, IN THE SOUTHEAST QUARTER OF SECTION 34 AND FRACTIONAL SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF EAST 38<sup>TH</sup> STREET, BEING ALSO THE NORTH LINE OF MADDEN WELLS SUBDIVISION. WITH THE EAST LINE OF 7HF 80 FOOT WIDE SOUTH COTTAGE GROVE AVENUE; THENCE NORTH 69 DEGREES 56 MINUTES 33 SECONDS EAST, ALONG THE NORTH LINE OF EAST 38<sup>TH</sup> STIREET, AFORESAID, 260.00 FEET; THENCE NORTH 19 DEGREES 58 MINUTES 00 SECONDS WEST, 196.58 FEET; THENCE NORTH 69 DEGREES 56 MINUTES 33 SECONDS EAST, 78.39 FEET TO THE WEST LINE OF THE 66 FOOT WIDE SOUTH ELLIS AVENUE: THENCE NORTH 22 DEGREES 04 MINUTES 47 SECONDS WEST, ALONG THE WEST LINE OF SOUTH ELLIS AVENUE, AFORESAID, 20.66 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE NORTH 22 DEGREES 04 MINUTES 47 SECONDS WEST, ALONG THE WEST LINE OF SOUTH ELLIS AVENUE. AFORESAID 3.36 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 69 DEGREES 56 MINUTES 33 SECONDS WEST, 337.50 FEET TO THE EAST LINE OF SOUTH COTTAGE CROVE AVENUE. AFORESAID: THENCE NORTH 19 DEGREES 58 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE OF SOUTH COTTAGE GROVE AVENUE, AFORESAID. 59.32 FEET; THENCE NORTH 69 DEGREES 56 MINUTES 33 SECONDS EAST, 203.00 FEET; THENCE SOUTH 20 DEGREES 03 MINUTES 27 SECONDS EAST. 40.30 FEET: THENCE NORTH 69 DEGREES 56 MINUTES 33 SECONDS EAST. 133.42 FEET TO THE WEST LINE OF SOUTH ELLIS AVENUE; THENCE SOUTH 24 DEGREES 31 MINUTES 02 SECONDS EAST, ALONG SAID WEST LINE, 7.50 FEET: THENCE SOUTH 22 DEGREES 04 MINUTES 47 SECONDS EAST, ALONG SAID WEST LINE, 11.55 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

1206945096 Page: 13 of 13

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Legal Description - continued...

PARCEL 3:

A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR SUPPORT; INGRESS AND EGRESS; USE, MAINTENANCE, REPAIR AND REPLACEMENT OF SHARED AREAS AND FACILITIES; AND USE OF SHARED STAIRWAYS PURSUANT TO THAT CERTAIN RECIPROCAL EASEMENT AND OPERATING AGREEMENT RECORDED MARCH 9, 2012 AS DOCUMENT NUMBER 1206945055...\*\*\*

PERMANENT REAL ESTATE INDEX NOS. 17-34-421-081, 17-34-421-082, 17-34-421-093, 17-34-421-096, 17-34-421-099, 17-34-421-100, and 17-34-421-101

ADDRESSES: 3755 S COTTAGE GROVE AVENUE, CHICAGO, ILLINOIS