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Prepared by
When Recorded Return To:
Somercor 504, Inc.
Attn: Servicing Dept.
601 S. LaSalle Street -Suite 510
Chicago, IL 60605



Doc#: 1218412005 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/02/2012 08:48 AM Pg: 1 of 13

Loan Name: **Chicago Podiatric Surgeons, P.C.**

Loan No.: 74715340-10
MD. # 1133

Space above line for recorder

SUBORDINATION AGREEMENT

THIS AGREEMENT is dated for reference June 11, 2012 and is between SOMERCOR 504, INC. and TEC PROPERTIES, LLC, owner(s) of the land described in the Mortgage referenced below ("Owner"), JP MORGAN CHASE BANK, N.A., ("Lender") and the SMALL BUSINESS ADMINISTRATION, an agency duly created under and by virtue of an Act of Congress, having its principal office in Washington, in the District of Columbia, and a Commercial Loan Servicing Center at 801 R Street, Suite 101, Fresno, California 93721 (hereinafter called "SBA").

SBA is the present holder and beneficiary of that/those certain Mortgage(s) dated October 11, 2005 and recorded October 12, 2005 as Document Number 0528510030, to secure a Note or Notes in the sum of \$713,000.00 and assigned by Somercor 504, Inc. to the SBA pursuant to an Assignment of Mortgage as recorded October 12, 2005 as Document Number 0528510031 ("SBA Mortgage(s)"), its Memorandum of Collateral Assignment of Reassignment of Lease and Rents to the SBA recorded on October 12, 2005 as Document Number 0528510032 ("SBA Assignment of Rents"). The SBA Mortgage and SBA Assignment of Rents shall be collectively collectively called the "SBA Security Instruments". The SBA Mortgage(s) was/were recorded with Cook County, Illinois Official Records.

Owner has also executed, or is about to execute, a deed of trust or mortgage securing a note in a sum not to exceed \$893,000.00 dated 6/21 2012, in favor of JP MORGAN CHASE BANK, N.A. ("Lender's Security instrument"). Lender will not execute a UCC-1 ("Lender financing Statement"), or record in the Secretary of State's office and encumbering the equipment that is also encumbered by the SBA Financing Statement. Lender's Security Instruments shall not be recorded concurrently with this Subordination because there are no UCC's filed.

As a condition precedent to Lender's new loan, the SBA Security Instruments must be subordinated to the Lender's Security Instruments. SBA is willing to subordinate the lien(s) of the SBA Security Instruments provided it retains its lien priority with regard to all other legal or

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equitable interests in the property.

In consideration of the mutual benefits to the parties and to induce Lender to make a loan to Owner, it is hereby agreed as follows:

- (1) Lender's Security Instrument and any renewals or extensions thereof, shall be a lien on the property prior to the lien of the SBA Security Instruments.
- (2) Lender would not make its loan without this Subordination Agreement.
- (3) Except as expressly provided herein, this agreement shall not operate or be construed to alter the priority of the SBA Security Instruments with regard to any legal or equitable interests in the property. Owner and Lender shall hold SBA harmless from any impairment of its lien (with regard to any third party) which is occasioned by this subordination.
- (4) All proceeds of Lender's loan, if a refinance, shall be applied to satisfy debt secured by a lien(s) presently superior to the lien of the SBA Deed of trust, the following described uses, if any, plus customary closing costs. Any other use of proceeds not described herein shall void this agreement.
- (5) SBA's agreement to subordinate its lien interest to that of the Lender is expressly conditioned upon Lender's Borrower's and Guarantor's execution of this subordination agreement. This Subordination Agreement is null and void if not duly executed by the foregoing parties.
- (6) Compliance with 504 Loan Program Requirements: Lender confirms that the note evidencing the Lender Loan, any lien instruments securing the Lender Loan, and all other documents executed in connection with the Lender Loan ("Lender's Loan Documents") (a) have no open-ended features and allow reasonable future advances only for the costs of collection the obligor is liable for under the Lender's Loan Documents, maintaining collateral, and/or protecting the lien(s) securing the Lender Loan, (b) are not cross collateralized with any other financing now or hereafter to be provided by Lender, (c) have no early call features, (d) are not payable on demand unless the Lender Loan is in default, (e) have a term that at least equals, and do not require a balloon payment prior to, the term of the previous Third Party Lender Loan unless SBA has approved a shorter term, (f) have a reasonable interest rate that does not, and will not, exceed the maximum interest rate for a Third Party Loan as published by SBA and in effect as of the date of this Agreement, and (g) do not establish a preference in favor of Lender, as compared to CDC and SBA, related to making, servicing, or liquidating the Lender Loan (including but not limited to, with respect to repayment, collateral, guarantees, control, maintenance of a compensating balance, purchase of a certificate of deposit, or acceptance of a separate or companion loan) other than Lender's senior lien position(s) on the Collateral. Lender agrees that if Lender's Loan Documents or any provision therein does not comply with these requirements, then Lender waives its right to enforce any such non-complying document or provision unless Lender has obtained the prior written consent of CDC

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and/or SBA permitting such enforcement.

- (7) Subordination of Default Charges. "Default Charges" mean any prepayment penalties, fees, or charges incurred in prepaying the Lender Loan, in whole or in part, prior to the stated maturity; any late fees or charges due in connection with the Lender Loan; any escalated, increased, or default interest charged in excess of the rate of interest in Lender's note absent a default, event of default, or other delinquency; and any other default charges, penalties, or fees of any nature whatsoever due because of a default, event of default, or other delinquency in connection with the Lender Loan. Lender hereby subordinates the collection of any Default Charges to the collection by CDC and/or SBA of the 504 Loan and, to the extent that Lender's Loan Documents secure any Default Charges, Lender hereby subordinates such lien(s) to the lien(s) securing the 504 Loan.
- (8) Notice of Default Under the Lender Loan. If any default, event of default or delinquency, upon which Lender intends to take action, occurs under the Lender's Loan Documents, then Lender agrees to give CDC and SBA written notice of such default, event of default or delinquency and the opportunity to cure the default, event of default, or delinquency and bring the Lender Loan current or to purchase Lender's note, provided that the amount to bring the Lender Loan current or to purchase Lender's note will be net of all amounts attributable to Default Charges. Lender further agrees that if Lender receives from CDC or SBA any amounts attributable to Default Charges, then Lender will immediately remit such amounts to SBA. Notice hereunder must be given within thirty (30) days after the default, event of default or delinquency upon which Lender intends to take action and at least sixty (60) days prior to the date of any proposed sale of Collateral and Lender will not sell all or any portion of the Collateral without giving CDC and the SBA such notice. A default in the obligation secured by the Lender's Mortgage may be cured (including purchase of the property at foreclosure sale) by the SBA via cash, certified funds, or a United States Treasury check, at the option of the SBA. Notice under this Agreement shall be deemed to have been given when sent by certified or registered mail, return receipt requested, addressed, as the case may be, to SomerCor 504, Inc., Suite 510, Chicago, IL 60605, Attention: Servicing, and also to the SBA at 801 K Street, Suite 101, Fresno, California 93727-2365.
- (9) Collection and Liquidation. In the event that either the Lender Loan or the 504 Loan is declared in default; Lender, CDC and SBA agree to cooperate in liquidating and/or selling the Collateral. Lender agrees (a) to accept cash, certified funds or a U.S. Treasury check(s) in connection with any purchase of Lender's note or any foreclosure or liquidation bid by CDC or SBA; (b) to provide CDC and SBA with the loan payment status, loan payment history, and an itemized payoff statement of the Lender Loan; (c) to provide CDC and SBA with copies of any appraisals, environmental investigations, or title examinations or searches of the Collateral conducted by or for Lender; and (d) to provide any other information about Borrower or the Lender Loan requested by CDC and/or SBA in writing.
- (10) No Implied Third Party Beneficiaries. Except to the extent stated in this

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Agreement, this Agreement does not modify or affect otherwise any other agreement that either party may have with third parties, including but not limited to, Borrower. This Agreement also does not grant any right, benefit, priority, or interest to any third parties, including but not limited to, Borrower.

(11) Successors and Assigns. This Agreement shall inure to the benefit of and bind the respective parties to this Agreement and their respective heirs, successors and assigns, including any party acquiring the Lender Loan or Lender's Loan Documents by sale, assignment, or other transfer.

(12) Federal Law. When SBA is the holder of the note evidencing the 504 Loan, this Agreement and all documents evidencing or securing the 504 Loan will be construed in accordance with federal law. CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax, or liability. No Borrower or guarantor of the 504 Loan may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to the 504 Loan.

(13) Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together constitute one and the same instrument.

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[SIGNATURE PAGES FOLLOW]

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U.S. SMALL BUSINESS ADMINISTRATION

By:
Name:
Title:

Michelle Serrano
Michelle Serrano
Supt Loan Specialist

[SEAL]



ACKNOWLEDGMENT FOR U.S. SMALL BUSINESS ADMINISTRATION

State of California)
)
County of Fresno)

On JUNE 11 2012 before me, THERESA J PIKE, a Notary Public, personally appeared MICHELLE SERRANO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature *Theresa J Pike*



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Lender:


JP MORGAN CHASE BANK, N.A.

Signature: 
 Printed Name: Norman Plass
 Title: VP

The undersigned Guarantor(s)/Borrower(s) hereby consent to all terms above and acknowledge their liability for the above referenced SBA loan is in no manner diminished by this agreement.

Borrower:

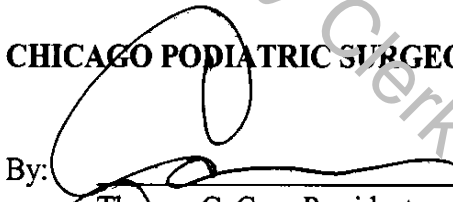
TEC PROPERTIES, LLC

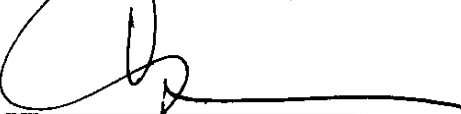
By: 
 Thomas C. Carr, Manager


By: 
 Ellen A. Carr, Manager

Guarantors:

CHICAGO PODIATRIC SURGEONS, P.C.

By: 
 Thomas C. Carr, President


 Thomas C. Carr, Individual


 Ellen A. Carr, Individual

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(State of Illinois)

(County of DuPage)

On 6/21/12 before me, Kathy M. McCoy, a Notary Public, personally appeared JP MORGAN CHASE BANK, N.A., BY NOUNAN PACHA, its V.P., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



(State of Illinois)

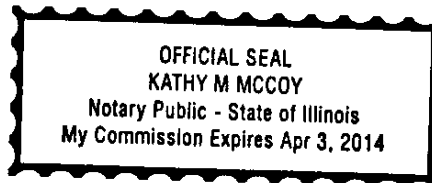
(County of DuPage)

On 6/21/12 before me, Kathy M. McCoy, a Notary Public, personally appeared TEC PROPERTIES, LLC, THOMAS C. CARR AND ELLEN A. CARR, MANAGERS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



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(State of Illinois)

(County of DuPage)

On 6/21/12 before me, Kathy M. McCoy, a Notary Public, personally appeared **CHICAGO PODIATRIC SURGEONS, P.C. THOMAS C. CARR, PRESIDENT**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



(State of Illinois)

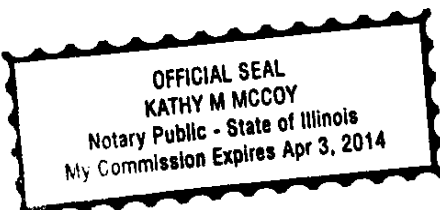

(County of DuPage)

On 6/21/12 before me, Kathy M. McCoy, a Notary Public, personally appeared, **THOMAS C. CARR, INDIVIDUALLY** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



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(State of Illinois)

(County of DuPage)

On 6/21/12 before me, Kathy M. McCoy, a Notary Public, personally appeared, **ELLEN A. CARR, INDIVIDUALLY** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY**CHICAGO TITLE INSURANCE COMPANY**

ORDER NUMBER: 1401 008888054 D1
STREET ADDRESS: 467 W. ERIE STREET
CITY: CHICAGO **COUNTY:** COOK
TAX NUMBER: 17-09-127-044-0000

LEGAL DESCRIPTION:

FIRST FLOOR OFFICE AREA

THAT PART OF THE FOLLOWING 2 PARCELS TAKEN AS A TRACT:

PARCEL 1:

ALL THAT PART OF LOTS 4 AND 5 IN THE NORTH HALF OF BLOCK 1 IN THE ASSESSOR'S DIVISION OF THAT PART SOUTH OF ERIE STREET AND EAST OF THE CHICAGO RIVER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; COMMENCING ON THE WEST LINE OF SAID LOT 5, BEING THE EAST LINE OF KINGSBURY STREET, AT A POINT 65 FEET 3 AND 5/8 INCHES SOUTH OF THE NORTHWEST CORNER OF SAID LOT 5; THENCE NORTH ON THE WEST LINE OF SAID LOT 5, 65 FEET 3 AND 5/8 INCHES TO THE NORTH LINE OF SAID LOT 5, BEING ALSO THE SOUTH LINE OF ERIE STREET; THENCE EAST ON THE SOUTH LINE OF ERIE STREET, 140.50 FEET, MORE OR LESS, TO A POINT 337.60 FEET WEST OF THE NORTHEAST CORNER OF LOT 4; THENCE SOUTH ON A LINE PARALLEL TO THE EAST LINE OF SAID LOT 4, 100 FEET TO THE NORTH LINE OF AN ALLEY, BEING 9 FEET NORTH OF THE CENTER LINE BETWEEN ONTARIO AND ERIE STREET; THENCE WEST ON THE NORTH LINE OF SAID ALLEY, 50.40 FEET; THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT WHICH IS 3 FEET 8 AND 3/8 INCHES NORTH OF THE NORTH LINE OF SAID ALLEY AND 38 FEET EAST OF THE WEST LINE OF SAID LOT 4; THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT IN THE WEST LINE OF SAID LOT 4, BEING ALSO THE EAST LINE OF LOT 5, WHICH IS 17 FEET 3 INCHES NORTH OF THE NORTH LINE OF ALLEY AFORESAID; THENCE NORTH ON SAID LINE OF LOTS 4 AND 5 TO A POINT WHICH IS 82 FEET 6 AND 3/4 INCHES SOUTH OF THE SOUTH LINE OF ERIE STREET; THENCE NORTHWESTERLY IN A STRAIGHT LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOTS 1 TO 5 LYING SOUTHWESTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT A POINT IN THE WEST LINE OF SAID LOT 5, A DISTANCE OF 65 FEET 3 5/8 INCHES SOUTH OF THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT WHICH IS 38 FEET EAST OF THE WEST LINE OF SAID LOT 4 AND 12 FEET 8 3/8 INCHES NORTH OF THE LINE MIDWAY BETWEEN ONTARIO AND ERIE STREET; THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT WHICH IS 62 FEET EAST OF THE WEST LINE OF SAID LOT 4 AND 9 FEET NORTH OF THE LINE BETWEEN ONTARIO AND ERIE STREETS; THENCE EASTERLY ALONG A STRAIGHT LINE, 9 FEET NORTH OF AND PARALLEL WITH THE SAID LINE MIDWAY BETWEEN ONTARIO AND ERIE STREETS TO ITS POINT OF INTERSECTION WITH THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN THE ASSESSOR'S DIVISION OF THE EAST HALF OF THE

(CONTINUED)

UNOFFICIAL COPY**CHICAGO TITLE INSURANCE COMPANY**

ORDER NUMBER: 1401 008888054 D1
STREET ADDRESS: 467 W. ERIE STREET
CITY: CHICAGO **COUNTY:** COOK
TAX NUMBER: 17-09-127-044-0000

LEGAL DESCRIPTION:

NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF ERIE STREET AND EAST OF THE NORTH BRANCH OF THE CHICAGO RIVER, EXCEPT FOR THAT PART FALLING WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND: ALL OF THE 9 FOOT PRIVATE ALLEY, BEING THE SOUTH 9 FEET OF LOTS 1 TO 5 (BOTH INCLUSIVE) IN BLOCK 1 AND LYING BETWEEN THE EAST LINE OF SAID LOT 1, AND THE WESTERLY LINE OF SAID LOT 5 (SAID WESTERLY LINE ALSO BEING THE EASTERLY LINE OF KINGSBURY STREET) IN ASSESSOR'S DIVISION OF PART (SOUTH OF ERIE STREET AND EAST OF THE CHICAGO RIVER) OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SAID PART OF SAID TRACT LYING ABOVE A HORIZONTAL PLANE OF 14.30 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF 26.56 FEET ABOVE CHICAGO CITY DATUM AND FALLING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THE FOLLOWING DESCRIBED PROPERTY; BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE NORTH 90°00'00" EAST ALONG THE NORTH LINE OF SAID TRACT 113.23 FEET; THENCE SOUTH 00°01'58" WEST 91.76 FEET; THENCE NORTH 90°00'00" WEST 10.10 FEET; THENCE NORTH 00°00'00" EAST 2.88 FEET; THENCE NORTH 90°00'00" WEST 28.53 FEET; THENCE NORTH 00°00'00" EAST 24.41 FEET; THENCE NORTH 90°00'00" WEST 5.41 FEET; THENCE NORTH 00°02'31" WEST 1.53 FEET; THENCE SOUTH 89°57'29" WEST 1.0 FEET; THENCE NORTH 00°02'31" WEST 25.78 FEET; THENCE NORTH 89°57'29" EAST 1.0 FEET; THENCE NORTH 00°02'31" WEST 3.0 FEET; THENCE SOUTH 89°57'29" WEST 3.0 FEET; THENCE SOUTH 00°02'31" EAST 1.02 FEET; THENCE SOUTH 89°57'29" WEST 22.0 FEET; THENCE NORTH 00°01'17" WEST 3.30 FEET; THENCE NORTH 90°00'00" WEST 44.35 FEET; TO THE WEST LINE OF SAID TRACT; THENCE NORTH 00°11'00" WEST ALONG SAID WEST LINE 32.04 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ASSOCIATED PARKING

THAT PART OF THE FOLLOWING 2 PARCELS TAKEN AS A TRACT:

PARCEL 3:

ALL THAT PART OF LOTS 4 AND 5 IN THE NORTH HALF OF BLOCK 1 IN THE ASSESSOR'S DIVISION OF THAT PART SOUTH OF ERIE STREET AND EAST OF THE CHICAGO RIVER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; COMMENCING ON THE WEST LINE OF SAID LOT 5, BEING THE EAST LINE OF KINGSBURY STREET, AT A POINT 65 FEET 3 AND 5/8 INCHES SOUTH OF THE NORTHWEST CORNER OF SAID LOT 5; THENCE NORTH ON THE WEST LINE OF SAID LOT 5, 65 FEET 3 AND 5/8 INCHES TO THE NORTH LINE OF SAID LOT 5, BEING ALSO THE SOUTH LINE OF ERIE STREET; THENCE EAST ON THE SOUTH LINE OF ERIE STREET, 140.50 FEET, MORE OR LESS, TO A POINT 337.60 FEET WEST OF THE NORTHEAST CORNER OF LOT 4; THENCE SOUTH ON A LINE PARALLEL TO THE EAST LINE OF SAID LOT 4, 100 FEET TO THE NORTH LINE OF AN ALLEY, BEING 9 FEET NORTH OF

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CITY: CHICAGO **COUNTY:** COOK
TAX NUMBER: 17-09-127-044-0000

LEGAL DESCRIPTION:

THE CENTER LINE BETWEEN ONTARIO AND ERIE STREET; THENCE WEST ON THE NORTH LINE OF SAID ALLEY, 50.40 FEET; THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT WHICH IS 3 FEET 5 AND 3/8 INCHES NORTH OF THE NORTH LINE OF SAID ALLEY AND 38 FEET EAST OF THE WEST LINE OF SAID LOT 4; THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT IN THE WEST LINE OF SAID LOT 4, BEING ALSO THE EAST LINE OF LOT 5, WHICH IS 17 FEET 5 INCHES NORTH OF THE NORTH LINE OF ALLEY AFOREMENTIONED; THENCE NORTH ON SAID LINE OF LOTS 4 AND 5 TO A POINT WHICH IS 82 FEET 6 AND 3/4 INCHES SOUTH OF THE SOUTH LINE OF ERIE STREET; THENCE NORTHWESTERLY IN A STRAIGHT LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF LOTS 1 TO 5 LYING SOUTHWESTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT A POINT IN THE WEST LINE OF SAID LOT 5, A DISTANCE OF 65 FEET 3 5/8 INCHES SOUTH OF THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT WHICH IS 38 FEET EAST OF THE WEST LINE OF SAID LOT 4 AND 12 FEET 8 3/8 INCHES NORTH OF THE LINE MIDWAY BETWEEN ONTARIO AND ERIE STREET; THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT WHICH IS 62 FEET EAST OF THE WEST LINE OF SAID LOT 4 AND 9 FEET NORTH OF THE LINE BETWEEN ONTARIO AND ERIE STREETS; THENCE EASTERLY ALONG A STRAIGHT LINE, 9 FEET NORTH OF AND PARALLEL WITH THE SAID LINE MIDWAY BETWEEN ONTARIO AND ERIE STREETS TO ITS POINT OF INTERSECTION WITH THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN THE ASSESSOR'S DIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF ERIE STREET AND EAST OF THE NORTH BRANCH OF THE CHICAGO RIVER, EXCEPT FOR THAT PART FALLING WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND: ALL OF THE 9 FOOT PRIVATE ALLEY, BEING THE SOUTH 9 FEET OF LOTS 1 TO 5 (BOTH INCLUSIVE) IN BLOCK 1 AND LYING BETWEEN THE EAST LINE OF SAID LOT 1, AND THE WESTERLY LINE OF SAID LOT 5 (SAID WESTERLY LINE ALSO BEING THE EASTERLY LINE OF KINGSBURY STREET) IN ASSESSOR'S DIVISION OF PART (SOUTH OF ERIE STREET AND EAST OF THE CHICAGO RIVER) OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

SAID PART OF SAID TRACT LYING ABOVE A HORIZONTAL PLANE OF 27.24 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF 36.49 FEET ABOVE CHICAGO CITY DATUM AND FALLING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THE FOLLOWING DESCRIBED PROPERTY; COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 90°00'00" WEST ALONG THE NORTH LINE THEREOF 5.72 FEET; THENCE SOUTH 00°00'00" EAST 2.11 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°00'00" EAST 19.0 FEET; THENCE NORTH 89°48'46" WEST 8.0 FEET; THENCE NORTH 00°00'00" EAST 10.0 FEET; THENCE NORTH 90°00'00" WEST 19.0 FEET; THENCE NORTH 00°00'00" EAST 8.0 FEET; THENCE NORTH 90°00'00" EAST 19.0 FEET; THENCE NORTH 00°00'00" EAST 1.0

LEGALD

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CITY: CHICAGO **COUNTY:** COOK
TAX NUMBER: 17-09-127-044-0000

LEGAL DESCRIPTION:

FEET; THENCE SOUTH 89°48'46" EAST 8.0 FEET TO THE POINT OF BEGINNING;

ALSO

THAT PART OF SAID TRACT LYING ABOVE A HORIZONTAL PLANE OF 27.24 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF 36.49 FEET ABOVE CHICAGO CITY DATUM AND FALLING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THE FOLLOWING DESCRIBED PROPERTY; COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 90°00'00"00" WEST ALONG THE NORTH LINE THEREOF 40.71 FEET; THENCE SOUTH 00°00'06" WEST 2.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°00'06" WEST 8.0 FEET; THENCE NORTH 89°59'54" WEST 19.0 FEET; THENCE NORTH 00°00'00" EAST 8.0 FEET; THENCE SOUTH 89°59'54" EAST 19.0 FEET TO THE POINT OF BEGINNING;

ALSO

THAT PART OF SAID TRACT LYING ABOVE A HORIZONTAL PLANE OF 27.24 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF 33.47 FEET ABOVE CHICAGO CITY DATUM AND FALLING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THE FOLLOWING DESCRIBED PROPERTY; COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°11'00" EAST ALONG THE EAST LINE OF SAID TRACT 34.23 FEET; THENCE SOUTH 89°49'00" WEST 17.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°02'31" EAST 32.08 FEET; THENCE NORTH 90°00'00" WEST 12.87 FEET; THENCE NORTH 00°00'00" EAST 32.06 FEET; THENCE NORTH 89°54'18" EAST 12.85 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF SAID TRACT LYING ABOVE A HORIZONTAL PLANE OF 27.24 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF 36.49 FEET ABOVE CHICAGO CITY DATUM AND FALLING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THE FOLLOWING DESCRIBED PROPERTY; COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 90°00'00" WEST ALONG THE NORTH LINE THEREOF 73.56 FEET; THENCE SOUTH 00°00'06" WEST 2.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°00'06" WEST 8.0 FEET; THENCE NORTH 89°59'54" WEST 22.98 FEET; THENCE NORTH 00°00'66" EAST 8.0 FEET; THENCE SOUTH 89°59'54" EAST 22.98 FEET TO THE POINT OF BEGINNING;

PARCEL 5

NONEXCLUSIVE EASEMENTS APPURTENANT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CONTAINED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE KINGSBURY ON THE PARK DEVELOPMENT RECORDED JULY 1, 2003 AS DOCUMENT NUMBER 0318227048 IN COOK COUNTY, ILLINOIS.

LEGALD