This instrument prepared by:

Nicole A. Jackson Applegate & Thorne-Thomsen, P.C. 626 W. Jackson Blvd., Suite 400 Chicago, Illinois 60661

After recording, return to:

The Community Builders, Inc. 95 Berkeley Street
Suite 500
Boston, MA 02116
Attention: General Consel



Doc#: 1227245062 Fee: \$62.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds
Date: 09/28/2012 02:16 PM Pg: 1 of 13

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RIGHT OF REFUSAL AND OPTION AGREEMENT

This Right of Refusal and Option Agreement (this "Agreement") is entered into as of the 1st day of September, 2012 by and between The Community Builders, Inc., a Massachusetts nonprofit corporation, with an address at The Community Builders, Inc., 95 Berkeley Street, Suite 500, Boston, MA 02116 ("Sponsor"), and TCB St. Stephens Limited Partnership, an Illinois limited partnership, with an address at c/o The Community Builders, Inc., 95 Berkeley Street, Suite 500, Boston, MA 02116 ("Owner"). This Agreement is being entered into with respect to the property described on Exhibit A attached hereto located in Cook County, Illinois (the "Property").

Concurrently with the execution and delivery of this Agreement, TCB St. Stephens, Inc. (the "General Partner"), Hudson St. Stephens Terrace LLC and Husdon SLP LLC are entering into the Amended and Restated Agreement of Limited Partnership of the Owner (the "Partnership p Agreement"), pursuant to which the Owner will own the Property and the two hundred forty-seven (2+7) unit multifamily apartment complex being rehabilitated thereon (the "Project") utilizing low income housing tax credits under Section 42 of the Internal Revenue Code (the "Code").

The Sponsor is a qualified 501(c)(3) Affiliate of the General Partner, and the Partnership hereby desires to grant to the Sponsor an option and right of first refusal to purchase the Property pursuant to the terms of this Agreement.

Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Partnership Agreement.

NOW, THEREFORE, in consideration of the execution and delivery of the Partnership Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. <u>Notice of Negotiations</u>. During the term hereof, Owner agrees to give notice promptly to Sponsor if Owner commences discussions with any third party regarding the sale of the Property.

2. Grant of Right.

- (a) Owner grants to Sponsor a right of refusal (the "Right of Refusal"), commencing on the expiration of the Compliance Period with respect to the Project, as defined in Section 42(i)(1) of the Code, and terminating eighteen (18) months thereafter, to purchase the Property in the event Owner proposes to sell, transfer, assign or ground lease all or substantially all Owner's inte est therein. Notwithstanding anything to the contrary contained herein, the granting by Owner of a mortgage, security interest, deed restriction, regulatory agreement, easement or other lien or encumbrance shall not constitute the disposition of an interest in the Property for purposes of this Agreement. In the event of any proposed sale to a bona fide third party purchaser (the term "sale" hereafter including any transfers or ground leases as aforesaid), Owner shall deliver to Sponsor written notice of the proposed sale (a "Disposition Notice"), which notice shall state the proposed sale price, the proposed use of the Property, the seller financing offered, if any, and all other material terms of the proposed sale, and, if a written contract or offer has been signed, a copy of the same shall be delive ec' with the Disposition Notice. If Sponsor desires to exercise its Right of Refusal, Sponsor shall have 30 days from its receipt of the Disposition Notice to deliver a written notice (the "Purchase Notice") to Owner stating that it intends to exercise its Right of Refusal hereunder.
- (b) Notwithstanding the terms and conditions stated in the Disposition Notice, the following terms and conditions shall apply to any purchase by Sponsor or its nominee:
 - (i) the date for delivery of the deed (the "Closing Date") shall be specified in the Purchase Notice and shall be not more than 120 tays after Sponsor's receipt of the Disposition Notice; and
 - (ii) the purchase price shall be the lesser of:
 - the price stated in the Disposition Notice, provided such price is not less than the fair market value of the Property subject to all resuitarie covenants or other agreements regarding use of the Property as affordable housing, any such appraisal to be made jointly by two independent appraisers, one selected by Owner and one selected by Sponsor. If the appraisers are unable to agree on the fair market value of the Property, they shall jointly appoint a third appraiser. The decision of a majority of such appraisers shall be final and binding. Each party shall pay the cost of its own appraiser and shall evenly divide the cost of the third appraiser, if necessary; or
 - (y) the greater of (A) the sum of (1) the principal amount of outstanding indebtedness secured by the Property (other than indebtedness incurred within the 5-year period ending on the Closing Date, except for indebtedness advanced by lenders to cure defaults under their applicable loans),

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(2) all Federal, state and local taxes attributable to such sale, (3) the amount of any unreimbursed deficiency in Credits recognized by the Investor Limited Partner with respect to the Apartment Complex as compared to the Projected Credits; and (4) any outstanding amounts owed to the Special Limited Partner and the Investment Partner pursuant to the Partnership Agreement; or (B) the outstanding indebtedness of Owner in connection with the Property, including principal, interest, trade payables and all other amounts due under all outstanding loans on the date of sale plus \$1.00, less the amount of Owner's cash accounts (operating accounts, escrows, reserve and deposits) and receivables. Clause (A) is intended to comply with and be interpreted and calculated consistently with the provisions of Section 42(i)(7)(B) of the Code. In the absence of formal IRS guidance or legal precedents to the contrary, the phrase "principal amount of cetstanding indebtedness" shall exclude any accrued interest owed. In the event that accrued interest is determined to be included in the phrase "principal amount of outstanding indebtedness," then, in the absence of formal IRS guidance or legal precedent to the contrary, the phrase "other than indebtedness incurred within the 5 year period ending on the Closing Date" shall include any accrued interest incurred in the 5-year period ending on the Closing Date that remains unpaid as of that date. Owner agrees to accept Sponsor's computation of the amount described in this clause (y) if the method of computation is supported by an opinion of a national or regional law firm with recognized expertise in matters relating to Section 42 of the Coae

The greater of the prices specified in clauses (A) and (B) shall be referred to as the "Alternative Price." If the consideration offered for the Property by the bona fide third-party purchaser is stated in the Disposition Notice is in whole or in part property rather than cash, Sponsor may elect to accept Owner's fair and reasonable estimate of the value of such property expressed in dollars for purposes of determining (1) whether the purchase price shall be the amount specified in clause (x) or in clause (y), and C) the amount of the purchase price, or Sponsor may elect to use for these purposes an amount equal to the value of such property as determined by a fair and reasonable appraisal. To the extent that consent can be obtained from the then holder(s) of any of the mortgage indebtedness with respect to the Property, Sponsor may pay all or a portion of the purchase price by assuming the existing indebtedness of Owner. Owner agrees, upon request of Sponsor, to use its best efforts to obtain such consent of holder(s) of any indebtedness.

(iii) the Purchase Notice shall state whether the purchase price shall be the consideration specified in the Disposition Notice or the Alternative Price. If the purchase price stated in the Purchase Notice is the Alternative Price, as a condition precedent to the exercise of the Right of Refusal, Sponsor shall certify that it is an organization exempt from income tax under Sections 501(c)(3) or (4) of the Code, which has been determined by the state housing credit agency not to be affiliated with, or controlled by, a for-profit

organization, and which has among its exempt purposes the creation or promotion of low-income housing.

3. <u>Grant of Option</u>.

- (a) Owner hereby grants to Sponsor an option (the "Option") to purchase the Property for a period of eighteen (18) months following the expiration of the Compliance Period, on the terms and conditions and subject to the conditions precedent specified herein.
- (b) The purchase price for the Property pursuant to the Option (the "Option Price") shall be the greater of the following amounts:
 - (i) The amount set forth in Paragraph 2(b)(ii)(y) hereof; or
 - (i) The fair market value of the Property, subject to all restrictive covenants or other agreements regarding use of the Property as affordable housing, any such appraisal to be made jointly by two independent appraisers, one selected by Owner with the approval of the Special Limited Partner, and one selected by Sponsor. If the appraisers are unable to agree on the fair market value of the Property, they shall jointly appoint a third appraiser. The decision of a majority of such appraisers shall be final and binding. Each party shall pay the cost of its own appraiser and shall evenly divide the cost of the third appraiser, if necessary.
- (c) If Sponsor elects to exercise the Option, it shall give Owner written notice (the "Option Notice") and shall specify a date for delivery of the deed not less than ninety (90) days after Sponsor's delivery of the Option Notice. Subject to the prior consent of the relevant lenders, Sponsor may pay all or a portion of the Option Price by assuming the existing indebtedness of Owner. Owner agrees upon request of Sponsor to use its best effects to obtain the consent of all relevant lenders to such assumption.
- 4. <u>Terms of Sale</u>. The following provisions shall apply to any sale of the Property cursuant to the Right of Refusal or Option granted hereunder:
 - (a) the place for the delivery of the deed or other transfer documents shall be the Cook County Recorder of Deeds or such other location as is mutually acceptable to Sponsor and Owner.
 - (b) in any sale pursuant to this Agreement for the Alternative Price, the Property shall be conveyed in "as is" condition, with all defects, and Owner shall have no obligation to make any repairs or improvements in connection with such sale.
 - (c) with regard to the Right of Refusal triggered by a proposed sale to a bona fide third party purchaser, except as otherwise specified in this Section 4, the terms and conditions applicable to a purchase by Sponsor or its nominee shall be as specified in the Disposition Notice.

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- (d) Upon receipt of an Option Notice or Purchase Notice from Sponsor exercising the Option or Right of First Refusal, Owner shall promptly provide to Sponsor an abstract of title or registered property abstract to the Property, certified to a current date to include, without limitation, proper searches covering bankruptcies, judgments, and state and Federal liens. At the closing, Owner shall deliver to Sponsor a good and sufficient Warranty Deed conveying good and clear record and marketable title to the Property, subject only to those liens and encumbrances set forth on the title insurance policy obtained by Owner upon its acquisition of the Property and the Tax Credit Regulatory Agreement and subject further to liens in favor of such lenders whose debt is to be assumed pursuant to clause 2(b)(ii) or 3(c) above and to such other encumbrances which do not materially interfere with the use of the Property as affordable residential housing. In the event that such title cannot be delivered at closing, there shall be a 30-day extension, during which per od Owner shall use reasonable efforts to clear title. At the closing, the parties shall make equitable adjustments for items as are typically adjusted in connection with the transfer of multifamily housing such as the Property.
- (e) Exercise of the Option or Right of Refusal by Sponsor shall operate to terminate and extinguish any purchase agreement between Owner and any other party or parties thereto, and such other party or parties thall thereupon have no right or interest whatsoever in the Property or any part thereof or in the exercise of the Option or Right of Refusal
- In the case of the Right of First Refusal triggered by a proposed sale to a bona fide third party purchaser, in the event that Sponsor does not deliver a Purchase Notice to Owner within the above-described 30 day period, or Sponsor fails to perform its obligations and conclude the transaction within 120 days from the Disposition Notice, Owner may thereupon proceed to sell the Property to the proposed purchaser at any time within 180 days from the date of the Disposition Notice upon the terms and conditions set forth withe Disposition Notice and may record a certificate executed under pains and penalties of perjury in the Recorder of Deeds evidencing its compliance with its obligations hereunder, which certificate shall be deemed conclusive in favor of bona fide third party purchasers for value. If Owner does not complete the sale of the Property within this 180-day period, Sponsor's Right of Refusal shall once again apply. If the Property is disposed of to a different party or for different consideration of on any different terms from those stated in the Disposition Notice given by Owner, then any such disposition by Owner shall be null and void and the Property shall continue to be subject to the Right of Refusal and Option.
- (h) In the event that Owner fails to offer the Property to Sponsor as set forth above, whoever may then hold title shall convey the Property forthwith to Sponsor, upon demand, for the same consideration that Sponsor would have had to pay had the offer been properly made. Such demand of Sponsor upon the then title holder shall be made within sixty (60) days after receipt by Sponsor of actual notice that a transfer of the Property has been completed. Constructive notice by recording or otherwise shall not constitute such actual notice.

- 5. <u>Assignment.</u> Sponsor may assign or transfer its rights hereunder, either in general or in any specific instance, to a qualified nonprofit organization (as defined in Section 42(h)(5)(C) of the Code). Any general assignment shall only be effective if the name and record address for notice of the assignee are duly recorded in the Recorder of Deeds.
- 6. <u>Subordination</u>. This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Property and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect

7. <u>Modice</u>

- (a) Any notices, consents, approvals, submissions or demands given under this Agreement (herein called "Notice" or "Notices") shall be in writing. Unless otherwise required by law or governmental regulation, notices shall be deemed given if sent by registered or certified mail, return receipt requested, pestage prepaid (1) to Sponsor at the address of Sponsor set forth above or such other address as Spensor may designate by recording a notice thereof in the Recorder of Deeds or (2) to Owner at the address set forth above, or such other addresses as Owner may designate by recording a notice thereof in the Recorder of Deeds. Addresses for the receipt of notice may not be changed except by Notice given as set forth above.
- (b) If this Agreement provides for a designated period after a Notice within which to perform an act, such period shall commence on the act of receipt of the Notice.
- (c) If this Agreement requires the exercise of tright by Notice on or before a certain date or within a designated period, such right shall be deemed exercised on the date of mailing of the Notice pursuant to which such right is exercised.

8. <u>Miscellaneous</u>

- (a) Owner agrees to insert reference to this Agreement in any deed ground lease, or other instrument for conveyance or transfer of the Property, provided, however, that the enforceability of this Agreement shall not be affected by a failure to insert a reference to this Agreement in any such deed, ground lease or other instrument.
- (b) In no event shall the Right of Refusal or Option hereunder or a sale after a purchase pursuant to such Option or Right of Refusal be exercised so as to restrict ownership, use or occupancy of the Property because of race, creed, color, sex, religion, or national origin or any other basis prohibited by law.
- (c) This Agreement shall be governed by and construed in accordance with the laws of Illinois and may not be amended other than by an agreement in writing signed by an authorized representative of the party to be charged therewith and recorded with the Recorder of Deeds.

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- (d) If any of the provisions of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement and its application to other persons or circumstances shall not be affected thereby and each of the other provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- The term of this Agreement shall be ninety-nine years commencing on the date (e) first written above unless sooner terminated pursuant to the provisions hereof. This Agreement and the Right of Refusal and Option herein granted are covenants running with the land and the terms and provisions hereof shall be binding upon, inure to the benefits of and be enforceable by the partice hereto and their respective successors and assigns.
- (f) Notwithstanding anything herein to the contrary, this Agreement shall be unenforceable in the event the General Partner is in default under the terms of this Agreement i on it.

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 ne Recorder of Dec.

 aranty dated on or about
 ment of an instrument evidence.

 [end of page; s.gratures on next page] which has a material adverse impact on the Limited Partner and shall terminate and be of no further force or effect upon the removal of the General Partner as general partner of the Owner, as evidenced by the recording v 1th he Recorder of Deeds by the Special Limited Partner pursuant to its rights under that certain Guaranty dated on or about the date hereof and attached as an exhibit to the Partnership Agreement of an instrument evidencing such removal and such termination.

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[Signature page to RIGHT OF REFUSAL AND OPTION AGREEMENT]

EXECUTED and intended to take effect as a sealed instrument as of the date first written above.

TCB ST. STEPHENS AIMITED PARTNERSHIP

By: TCB St. Stephens, Inc., its general partner Donath Of Colons of Title:

Colons Control Con

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STATE OF Illinois) ss. COUNTY OF COOK)	
COUNTY OF COOK) ss.	
The foregoing instrument was acknowledged <u>Jacques Sandberg</u> , the Authorized Ager General Partner of TCB St. Stephens Limited Partnership.	It before me on 2012 by an of TCB St. Stephens, Inc., an Illinois corporation, as mership, an Illinois limited partnership, on behalf of the
	Vlsna Marvucu Notary Public
	Notary Public
My Commussion Expires:	
4/2/12	OFFICIAL SEAL. VESNA MARVUCIC NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:04/02/16
STATE OF <u>Tilinois</u> COUNTY OF <u>(cck</u>)	
The foregoing instrument was acknowledged <u>Jacque Sandberg</u> , the Authorized Agencharitable corporation on behalf of the corporation.	before me on S. A. Q
	Notary Public
	Notary flublic
My Commission Expires:	
9/2/16	
	OFFICIAL SEAL VESNA MARVUCIC NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: (4/02/16

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THE SOUTH 115 FEET OF LOT 3 (EXCEPT THE EAST 62-1/2 FEET THEREOF), THE NORTH HALF OF LOT 5 (EXCEPT THE SOUTH 10 FEET THEREOF) AND THE SOUTH 116 FEET OF SAID LOT 5, ALL IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, IL L'INOIS.

PARCEL 2:

LOTS 1 TO 18 INCLUSIVE, (EXCEPT THOSE PARTS OF SAID LOTS TAKEN FOR STREET PURPOSES) IN E. H. SHELDON'S SUED VISION OF LOTS 1 AND 2 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1 THROUGH 7 AND THE 5 FOOT 'R VATE ALLEY LYING SOUTH OF AND ADJOINING LOTS 1 THROUGH 6, ALL IN THE SUBDIVISION OF THE NORTH 1/2 OF LOT 3 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCITAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 1, 2 AND 3 IN THE SUBDIVISION OF THE NORTH 1/2 OF LOT 4 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE NORTHWLST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOTS 1 THROUGH 18 IN LOBRAICO'S SUBDIVISION OF PART OF BLOCK 11 CF ROCKWELL'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. I LINOIS.

PARCEL 6:

THE NORTH 5 FEET OF LOT 11, LOT 6 (EXCEPT THE WEST 7 FEET THEREOF), AND ALL OF LOTS 7 THROUGH 10 AND 16 THROUGH 23 IN THE SUBDIVISION OF LOTS 6, 7 AND 8 IN BLOCK 11 OF ROCKWELL'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOTS 1 THROUGH 6 IN J. A LANDON'S SUBDIVISION OF LOTS 1, 2, 3, 4, 5 AND THE WEST 7 FEET OF LOT 6 IN THE SUBDIVISION OF LOTS 6, 7 AND 8 IN BLOCK 11 OF ROCKWELL'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

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LOTS 1 THROUGH 6 IN THE SUBDIVISION OF LOTS 11, 12, 13, 14 AND 15 (EXCEPT THE NORTH 5 FEET OF LOT 11) IN THE SUBDIVISION OF LOTS 6, 7 AND 8 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

ALL THAT PART OF W. GLADYS AVENUE LYING NORTH OF THE NORTH LINE OF THE SOUTH 116 FEET OF THAT PART OF LOT 5 LYING NORTH OF THE NORTH LINE OF W. VAN BUREN STREET IN BLOCK 11 IN POCKWELL'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE NORTH LINE OF THE SOUTH 115 FEET OF THAT PART OF LOT 2 LYING NORTH OF THE NORTH LINE OF W. VAN BUREN STREET (EXCEPT THE EAST 62.5 FEET THEREOF) IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO, AFOREMENTIONED; LYING NORTH OF THE NORTH LINE OF LOTS 13 TO 18 AND SAID NORTH LINE OF LOT 13 PRODUCED EAST 11 FEET IN LOBRAICO'S SUBDIVISION OF PART OF BLOCK 11; LYING SOUTH OF THE SOUTH LINE OF LOTS 1 TO 12 IN LOBRAICO'S SUBDIVISION AFOREMENTIONED; LYING WEST OF THE WEST LINE OF LOT 23 IN SUBDIVISION OF LOTS 6, 7 AND 8 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO, AFOREMENTIONED; AND LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 12 IN LOBRAICO'S SUBDIVISION TO THE NORTHWEST CORNER OF LOT 23 IN SUBDIVISION OF LOTS 6, 7 AND 8, AFOREMENTIONED; AND LYING EAST OF A LINE DRAWN FROM THE SOUTHWEST COUNER OF LOT 1 IN LOBRAICO'S SUBDIVISION AFOREMENTIONED TO THE INTERSECTION OF THE WEST LINE OF LOT 3 AND THE NORTH LINE OF THE SOUTH 115 FEET OF THAT PART OF SAID LOT 3 LYING NORTH OF THE NORTH LINE OF W. VAN BUREN STREET IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED:

ALSO

ALL OF THE NORTH-SOUTH 16 FOOT PUBLIC ALLEY LYING EAST OF THE EAST LINE OF LOTS 1 TO 18, BOTH INCLUSIVE, IN E. II. SHELDON'S SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; LYING VLST OF THE WEST LINE OF LOT 3 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; LYING WEST OF THE WEST LINE OF LOT 1 IN LOBRAICO'S SUBDIVISION AFOREMENTIONED, LYING WEST OF THE WEST LINE OF LOTS 6 AND 7 AND THE WEST LINE OF THE 5 FOOT PRIVATE ALI EY BETWEEN SAID LOTS 6 AND 7 IN SUBDIVISION OF THE NORTH HALF OF LOT 3 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; LYING SOUTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 1 IN E. H. SHELDON'S SUBDIVISION AFOREMENTIONED, TO THE NORTHWEST CORNER OF LOT 6 IN THE SUBDIVISION OF THE NORTH 1/2 OF LOT 3 AFOREMENTIONED AND LYING NORTH OF THE SOUTH LINE OF LOT 18 IN E. H. SHELDON'S SUBDIVISION, PRODUCED EAST TO THE WEST LINE OF LOT 3 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED:

ALSO

ALL OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINE OF LOTS 6, 7 AND 8 IN SUBDIVISION OF LOTS 6, 7 AND 8 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; AND LYING SOUTH OF THE SOUTH LINE OF LOTS 1 TO 5, BOTH INCLUSIVE, IN J. A. LANDON'S SUBDIVISION OF LOTS 1, 2, 3, 4, 5 AND THE WEST 7 FEET OF LOT 6 IN A SUBDIVISION OF LOTS 6, 7 AND 8 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; LYING NORTH OF THE NORTH LINE OF LOT 9 IN THE SUBDIVISION OF LOTS 6, 7 AND 8 AFOREMENTIONED; LYING EAST OF THE WEST LINE OF LOT 9 IN THE SUBDIVISION OF LOTS 6, 7 AND 8 AFOREMENTIONED, PRODUCED NORTH 16 FEET TO THE SOUTH LINE OF LOT 5 IN J. A. LANDON'S SUBDIVISION AFOREMENTIONED; AND LYING WEST OF A LINE DRAWN FROM THE

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SOUTHEAST CORNER OF LOT 8 TO THE NORTHEAST CORNER OF LOT 9 IN SUBDIVISION OF LOTS 6, 7 AND 8 AFOREMENTIONED;

ALSO

ALL OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINE OF LOT 6 IN SUBDIVISION OF LOTS 11, 12, 13, 14 AND 15 (EXCEPT THE NORTH 5 FEET OF LOT 11) IN SUBDIVISION OF LOTS 6, 7 AND 8 IN BLOCK 11 OF ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; LYING NORTH OF THE NORTH LINE OF LOTS 16 TO 22, BOTH INCLUSIVE, IN SUBDIVISION OF LOTS 6, 7, AND 8 AFOREMENTIONED; LYING EAST OF THE WEST LINE OF LOT 6 IN SUBDIVISION OF LOTS 11, 12, 13, 14 AND 15, EXCEPT THE NORTH 5 FEET OF LOT 11 AFOREMENTIONED, PRODUCED SOUTH 16 FEET TO THE NORTH LINE OF LOT 22 IN SUBDIVISION OF LOTS 6, 7 AND 8 AFOREMENTIONED; AND LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CONNER OF LOT 6 IN SUBDIVISION OF LOTS 11, 12, 13, 14 AND 15, EXCEPT THE NORTH 5 FEET OF LOT 1: AFOREMENTIONED TO THE NORTHEAST CORNER OF LOT 16 IN SUBDIVISION OF LOTS 6, 7 AND 8 AFOREMENTIONED;

ALSO

ALL OF THE NORTH-SOUTH 30 FC OT PUBLIC ALLEY LYING WEST OF THE WEST LINE OF LOTS 9, 10 AND 11 IN SUBDIVISION OF LOTS 6.7 AND 8 AFOREMENTIONED AND THE WEST LINE OF SAID LOT 9 PRODUCED NORTH 16 FEET TO THE SOUTH LINE OF LOT 5 IN J. A. LANDOR'S SUBDIVISION AFOREMENTIONED, AND LYING WEST OF THE WEST LINE OF LOTS 1 TO 6, BOTH INCLUSIVE, IN THE SUBDIVISION OF LOTS 11, 12, 13, 14 AND 15, EXCEPT THE NORTH 5 FEET OF LOT 11 AFOREMENTIONED AND THE WEST LINE OF SAID LOT 6 PRODUCED SOUTH 16 FEET TO THE NORTH LINE OF LOT 22 IN SUBDIVISION OF LOTS 6, 7 AND 8 AFOREMENTIONED; LYING EAST OF THE EAST LINE OF LOT 5 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED, AND LYING EAST OF THE EAST LINE OF LOT 12 IN LOBRAICO'S SUBDIVISION AFOREMENTIONED; LYING NORTH OF THE NORTH LINE OF LOTS 22 AND 23 IN SUBDIVISION OF LOTS 6, 7 AND 8 AFOREMENTIONED; AND LYING SOUTH OF THE SOUTH LINE OF LOTS 5 AND 6 IN J. A. LANDON'S SUBDIVISION AFOREMENTIONED;

ALSO

ALL OF THE NORTH-SOUTH 11 FOOT PUBLIC COURT LYING WEST OF THE WEST LINE OF LOT 5 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; LYING EAST OF THE EAST LINE OF LOT 13 IN LOBRAICO'S SUBDIVISION AFOREMENTIONED; LYING SOUTH OF THE NORTH LINE OF LOT 13 IN LOBRAICO'S SUBDIVISION AFOREMENTIONED PRODUCED EAST 11 FEET TO THE WEST LINE OF LOT 5 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; AND LYING'S CRTH OF THE SOUTH LINE OF LOT 13 IN LOBRAICO'S SUBDIVISION AFOREMENTIONED PRODUCED TAST 11 FEET TO THE WEST LINE OF LOT 5 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED?

ALSO

ALL OF THE EAST-WEST 20 FOOT PUBLIC ALLEY AS DEDICATED THROUGH THE CENTER OF LOTS 3, 4 AND 5 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON MAY 26, 1881, AS DOCUMENT NO. 329172 AND ON APRIL 10, 1908, AS DOCUMENT NO. 4185297; SAID ALLEY BEING FURTHER DESCRIBED AS LYING NORTH OF THE NORTH LINE OF LOTS 1 TO 12, BOTH INCLUSIVE, IN LOBRAICO'S SUBDIVISION AFOREMENTIONED; LYING SOUTH OF THE SOUTH LINE OF LOT 7 IN SUBDIVISION OF THE NORTH HALF OF LOT 3 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED, LYING SOUTH OF THE SOUTH LINE OF LOTS 1, 2 AND 3 IN SUBDIVISION OF THE NORTH HALF OF LOT 4 IN BLOCK 11 OF ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; AND LYING SOUTH OF THE NORTH LINE OF THE SOUTH 10 FEET OF THE NORTH HALF OF LOT 5 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; LYING WEST OF THE EAST LINE OF LOT 5 IN BLOCK 11 OF ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; LYING WEST OF THE EAST LINE OF LOT 5 IN BLOCK 11 OF ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; AND LYING EAST OF THE WEST LINE OF LOT 3 IN

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BLOCK 11 OF ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; SAID PUBLIC STREET, PUBLIC ALLEYS AND PUBLIC COURT HEREIN VACATED BEING FURTHER DESCRIBED AS ALL THAT PART OF W. GLADYS AVENUE TOGETHER WITH ALL OF THE NORTH-SOUTH AND EAST-WEST PUBLIC ALLEYS AND PUBLIC COURT IN THE BLOCK BOUNDED BY WEST JACKSON BOULEVARD, W. VAN BUREN STREET, S. WESTERN AVENUE AND S. OAKLEY BOULEVARD.

Commonly known as: 2333 W. Jackson Blvd., Chicago, Illinois

Parcel Identification Numbers (PINS): 17-18-120-055; 17-18-120-089; 17-18-120-090; 17-18-120-091; 17 - 18 - 120 - 092; 17 - 18 - 120 - 093; 17 - 18 - 120 - 094; 17 - 18 - 120 - 095; 17 - 18 - 120 - 096; 17 - 18 - 120 - 097; 17 - 18 - 120 - 098; 17 - 18

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