Recording Prepared by and When Recorded Mail to:

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SomerCor 504 Inc. 601 S. LaSalle, Suite 510 Chicago, IL 60605 Doc#: 1234229100 Fee: \$56.00 Karen A. Yarbrough RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 12/07/2012 01:01 PM Pg: 1 of 10

7 <sub>h</sub> 165 h		
THIS THIRD FARTY LENDER AGREEMENT (Agreement) is dated this	<u> </u>	
November, 2012 by and between Zions First National Bank	,	
(Third Party Lender) whose address is One South Main Street, Suite 1300, Salt Lake City	, UT 84133	
and SomerCor 504 Inc.	, (CDC)	
whose address is 601 S. LaSa'le, Suite 510, Chicago, IL 60605		

### RECITALS

1. As described in the "Authorization for Bebenture Guarantee (SBA 504 Loan)," as amended (Authorization), and as detailed below, the Thric Party Lender will provide term financing (Third Party Loan), and the CDC will provide a loan (the 504 Loan) funded by a debenture issued by the CDC and guaranteed by the U.S. Small Business Administration (SBA), to Borrower and Operating Company, if any, identified below (collectively, Borrower) for purposes of financing the Project described in the Authorization, which involves the acquisition and/or improvement of the real and/or personal property described below, and in Exhibit A attached hereto and incorporated herein by reference (Project Property):

SBA Loan #: 55120450-10

SBA Loan Name: LakeShore Integrative Healthcare, Ltd.

Borrower: 2731-33 N Lincoln LLC

Operating Company (if any): LakeShore Integrative Healthcare, Ltd

Third Party Loan Amount: \$138,650.00

Term of Third Party Loan: 20 years

If Real Property -- Project Property Address:

Street address: 2731-33 N. Lincoln Avenue

City, State, Zip code: Chicago, IL, 60614
Attach Legal description as Exhibit A

2. The parties have required the Borrower to grant liens or security interests in the Project Property to secure the separate loans advanced by the parties (Common Collateral), and the lien or security interest held by CDC (CDC Lien) will be junior and subordinate to the lien or security interest held by the Third Party Lender (Third Party Lender Lien), unless CDC and SBA agree otherwise in writing.

#### **TERMS AND CONDITIONS**

In consideration of the above factual recitals, the mutual agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Amount of Third Party Loan.</u> The Third Party Lender represents that the Third Party Loan is fully advanced and does not and will not exceed the amount allowed in the Authorization.
- 2. <u>Subordination of 504 Loan</u>. CDC agrees to make the 504 Loan to the Borrower, subject to SBA's approval, and accept a junior and subordinate position in the Common Collateral upon the condition that Third Party Lender executes this Agreement and makes the Third Party Loan.
- 3. Accurace information. The Third Party Lender warrants and represents that all information provided to CDC, including, without limitation, all information regarding the Borrower's financial condition, is accurate to the best of its knowledge and that Third Party Lender has not withheld any material information. Third Party Lender acknowledges that for purpose of this transaction, CDC is acting on behalf of the SBA, an agency in the United States Government, except that SBA accepts no liability or responsibility for any wrongful act or omission by CDC. Third Party Lender further acknowledges that any false statements to CDC can be considered a false statement to the SBA, and that CDC and the SBA are relying upon the information submitted by the Third Party Lender.
- 4. Waiver of Provision Not to Encumber Common Collateral. If any of the Third Party Lender's documents evidencing the Third Party Loan and/or Third Party Lender Lien contain provisions that prohibit further encumbrances on the Common Collateral or subordinate debt by the Borrower or which restrict Borrower's ability to assign its lease on, or rents, income or profits from, the Common Collateral, then Third Party Lender waives its light to enforce such provisions as they may apply to the 504 Loan and the CDC Lien.
- 5. Compliance with 504 Loan Program Requirements. Third Party Lender agrees that all documents evidencing the Third Party Loan and the Third Party Lender Lien will comply with the 504 Loan Program requirements as established by the SBA and including those identified in the following subparagraphs and in the event that it is determined that one or more of the provisions in such documents do not comply with any of these 504 Loan Program requirements, Third Party Lender agrees to waive the right to enforce all such provisions.
  - a. No Open-Ended Features and No Future Advances. The Third Party Loar, must not be open-ended. After completion of the project, the Third Party Lender may not make uture advances under the Third Party Loan except expenditures to collect the amounts due the Third Party Loan notes, maintain collateral and protect the Third Party Lender's lien position on the Third Party Loan.
  - b. <u>No Early Call or Demand Provisions</u>. Third Party Lender agrees that Third Party Loan must not contain any early call feature or contain any demand provisions unless the loan is in default.
  - c. <u>No Cross-Collateralization</u>. Third Party Lender agrees that the Common Collateral is not now, and will not be in the future, security for any other financing provided by Third Party Lender to Borrower other than the Third Party Loan in a superior position to that of the CDC lien unless authorized in writing by CDC and SBA.

- d. <u>No Cross-Default.</u> During the term of the Third Party Loan, Third Party Lender will not exercise any cross-default, "deem at-risk," or any other provisions in documents evidencing the Third Party Loan or Third Party Lender Lien which allow Third Party Lender to make demand prior to maturity unless the loan is in default.
- e. <u>Maturity and Balloon Payments</u>. The Third Party Loan has a term of at least 7 years when the 504 loan is for a term of 10 years and 10 years when the 504 loans is for 20 years. If there is more than one Third Party Loan, an overall loan maturity must be calculated, taking into account the maturities and amounts of each loan. If there is a balloon payment, it must be clearly identified in the Authorization.
- f. <u>P.essonable Interest Rate</u>. The Third Party Loan has a reasonable interest rate which does not and will not exceed the maximum interest rate for Third Party Loans from commercial financial institutions as published periodically by SBA in the Federal Register and in effect as of the date of this agreement.
- 6. No Preference. No Third Party Lender shall establish a preference beyond its rights as a senior lender on the Third Party Lean without the prior written consent of CDC/SBA.

  See 13 C.F.R. §120.10 for a definition of preference. If the Third Party Lender does take additional collateral or otherwise have a preference, in the case of liquidation, any proceeds received as a result of a preference must be applied to the Third Party Lender's debt prior to the proceeds from the liquidation of the common collateral held on the CDC/SBA and the Third Party Lender.
- 7. Notice of Default under the Third Party Lian. In the event of a default under the Third Party Loan or Third Party Lien, Third Party Lender n us give CDC and SBA written notice, referencing the loan number for the 504 loan, of such default within thirty (30) days of the event of default and at least sixty (60) days prior to Third Party Lender's foreclosure upon the Common Collateral.
- 8. <u>Certification as to Default Interest Rate as Against Borrower.</u> Third Party Lender may not escalate the rate of interest upon default to a rate greater than the maximum rate published by SBA in the <u>Federal Register</u> from commercial financial institutions in effect as of the date of this Agreement. SBA will only pay the interest rate on the note in effect before the case of Borrower's default.

- 9. Subordination to 504 Loan and CDC Lien, of Amounts Attributable to Default Provisions.
- a. The term "Default Charges" used in this paragraph includes, but is not limited to, prepayment penalties, late fees, other default charges, and escalated interest after default due under the Third Party Loan.
- b. To the extent the Third Party Lender Lien secures any amounts attributable to Default Charges, which may exist in the Third Party Loan and Third Party Lender Lien, Third Party Lender Lien is and will be subordinate to the 504 Loan and the CDC Lien. This subordination applies only to CDC and SBA and their successors and assigns, and in no event shall be applicable to Borrower or any guarantor of the Third Party Loan.
- c. In the event of default under the Third Party Loan, CDC or SBA may bring the Third Party Loan current or may acquire the Third Party Loan secured by the Third Party Lender Lien. Third Party Lender agrees that in either of these circumstances, the amount to bring the Third Party Loan current or the purchase price of that loan will be net of all amounts attributable to the Default Charges so subordinated to the 504 Loan and the CDC Lien. Third Party Lender further agrees that if it receives from CDC/SBA any amounts attributable to such Default Charges, Third Party Lender holds such funds in trust for SBA and will remit such avaids to SBA as soon as possible. Should CDC or SBA not purchase the Third Party Loan but rather bring the Third Party loan current, Default Charges on the Third Party Loan may remain aut and owing from the Borrower.

Paragraph 10 is optional and is applicable only if n arked

- X 10. Liquidation. In the event that either the Third Party Loan or the 504 Loan is declared in default, Third Party Lender and CDC and SBA agree to cooperate in liquidating and/or selling the Collateral. Third Party Lender agrees to (a) accept a U.S. Treasury check(s) in connection with any purchase of Third Party 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 Third Party Loan; (c) to provide CDC and SBA with copies of any appraisals, environmental investigations, or title examinations or search is of the Collateral conducted by or for Third Party Lender; and (d) to provide any other information about Borrower or the Third Party Loan requested by CDC and SBA in writing.
- 11. <u>Waiver of Right to Indemnification by SBA or CDC</u>. If Third Party Lender's documents contain provisions granting Third Party Lender the right to indemnification of subsequent owners of the Project Property, then Third Party Lender waives its right to enforce such provisions against SBA or CDC in the event SBA or CDC acquires title to the Project Property through foreclosure of the CDC Lien, acceptance of a deed in lieu of foreclosure, or otherwise.

Paragraph 12 is optional and should be marked if CDC uses Third Party Lender to perform Customer Identification.

X 12. Bank Regulatory Issues. If Third Party Lender is regulated by one of the Federal functional regulators (Comptroller of the Currency, Federal Deposit Insurance Corporation, Office of Thrift Supervision, or National Credit Union Administration), Third Party Lender represents that it is subject to the Joint Final Rule on Customer Identification Programs (CIP) in 31 C.F.R. 103.121 and that it or its agent will perform with respect to the Borrower the specified requirements of its CIP.

- 13. No Implied Third Party Beneficiaries. To the extent there is a conflict between this Agreement and any provision in any agreement either Party may have with a third party, including but not limited to, Borrower, the terms and conditions in this Agreement shall supercede any such provision. The parties agree that SBA may enforce this agreement as a third party beneficiary, and further agree that this Agreement shall not grant any right, benefit, priority, or interest to any other third party, including but not limited to, Borrower.
- 14. Successors and Assigns. This Agreement will inure to the benefit of and bind the respective parties to this Agreement, and their successors and assigns, including any party acquiring the Third Party Loan and Third Party Lender Lien by sale, assignment, or other transfer from Third Party Lender. Third Party Lender agrees that CDC may assign this Agreement to the SBA, and waives all rights to contest such assignment.
- 15. Federal Law. When SBA is the holder of the loan instruments evidencing the 504 Loan and any security for that loan (including but not limited to the CDC Lien on the Common Collateral), this Agreement and all such instruments 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, but by using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax, or liability. The Third Party Lender may not 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 Login.
- 16. <u>Termination</u>: This document will recreleased and terminated upon the payment in full of either the Third Party Loan or the 504 loan and all costs related thereto.
- 17. <u>Counterparts.</u> This Agreement may be exceeded in any number of counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.
- 18. <u>Validity of Provisions</u>. In the event that any provision of this Agreement is deemed invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain valid and enforceable.
- 19. Revision of this Agreement. Both Third Party Lender and CDC agree that this Agreement is a standard SBA Form, and, as such, neither party has authority to modify or delete any provision in this Agreement, or add any additional provisions, without prior written authorization from the SBA.
- 20. <u>Authority to Execute Agreement.</u> The persons signing below certify that they have been duly authorized to execute this Agreement on behalf of their respective party.

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Zions First National Bank
By: Lud lell
Print Name: Devel Walbeck
Title: Lan Officer
State of 'Hah County of Saltlake)
On November 20, 2012 before me, Jenniter C. Andwon, a Notary Public, personally appeared Jerek Walbeck,
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 PENAL! Y OF PERJURY under the laws of the State of that the foregoing paragraph is true and correct.
WITNESS my hand and official seal
Signature    Jannifer L. Anderson   Notary Public State of Utah   My Commission Expires   Inches   My Commission Expires   Inches   Inches
SomerCor 504 Inc.  February 9, 2014  Comm. Number: 581794
By: Milynman
Print Name: Milan Maslic
Title: Executive Vice President
ASSIGNMENT TO SBA
By: Date: November 27 200
Print Name: Milan Maslie Date: November 2012  A authorized officer of CDC.
Attest: Della M. Morack
State of Illinois )
County of <u>COOK</u>
On November 27, 2012 before me, Debra M. Morack, a Notary Public, personally appeared
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
WITNESS my hand and official seal.
Signature Delia Morack Official Seal Debra M Morack Notary Public State of Illinois My Commission Expires 10/20/2013
SBA Form 2287 (September 2010) 6

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#### EXHIBIT "A"

#### **LEGAL DESCRIPTION**

#### PARCEL 1:

THAT PROPERTY AND SPACE WHICH IS CONTAINED WITHIN AND BETWEEN THAT CERTAIN HORIZONTAL PLANE LOCATED 19.02 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 29.83 FEET ABOVE CHICAGO CITY DATUM AND WHICH LIES WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF LOT 22 IN BROOMWELLS SUBDIVISION OF THE WEST 1/2 OF BLOCKS 10 AND 13 OF CANAL TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LOT 22, BEING ALSO A POINT ON THE NORTHEASTER! 7 LINE OF NORTH LINCOLN AVENUE; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 22, A DISTANCE OF 0.49 FEET TO A POINT ON THE EXTERIOR FACE OF A FOUR STORY BRICK BUILDING, COMMONLY KNOWN AS 2733 NORTH LINCOLN AVENUE IN CHICAGO, SAID POINT BEING ALSO 0.29 FEET NORTHEASTERLY OF THE SOUTHEASTERLY CORNER OF SAID BUILDING; THENCE NORTHEASTEPLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE AND ALONG THE EXTERIOR FACE OF SAID BUILDING, A DISTANCE OF 6.56 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 0.85 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF TWO INTERIOR WALLS OF SAID BUILDING, SAID POINT BEING THE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING NORTHWESTERLY ALONG THE LAST DESCRIBED COURSE, BEING THE LAST OF AN INTERIOR WALL OF SAID BUILDING, A DISTANCE OF 9.52 FEET TO A CORNER OF THE WALL; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE BEING THE FACE OF SAID INTERIOR WALL, A DISTANCE OF 6.00 FEET TO A CORNER OF THE WALL; THENCE NORTHWESTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, ALONG THE FACE OF SAID INTERIOR WALL, A DISTANCE OF 9.31 FLFT TO A CORNER OF THE WALL; THENCE NORTHEASTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, ALONG THE FACE OF SAID INTERIOR WALL, A DISTANCE OF 6.02 FEET TO A CORNER OF THE WALL; THENCE NORTHWESTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, ALONG THE FACE OF SAID INTERIOR WALL, A DISTANCE OF 8.67 FEET TO A CORNER OF THE WALL; THENCE NORTHEASTERLY, AT A'GHT ANGLES TO THE LAST DESCRIBED COURSE, ALONG THE FACE OF SAID INTERIOR WALL, A DISTANCE CF 0.85 FEET TO A CORNER OF THE WALL; THENCE NORTHWESTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, ALONG THE FACE OF SAID INTERIOR WALL, A DISTANCE OF 1.05 FEET TO A CORNER OF THE WALL; THENCE SOUTHWESTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, ALONG THE FACE OF SAID INTERIOR WALL, A DISTANCE OF 6.87 FEET TO A CORNER OF THE WALL; THENCE NORTHWESTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, ALONG THE FACE OF SAID INTERIOR WALL, A DISTANCE OF 19.48 FEET TO A CORNER OF THE WALL; THENCE NORTHEASTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, ALONG THE FACE OF SAID INTERIOR WALL, A DISTANCE OF 6.04 FEET TO A CORNER OF THE WALL; THENCE NORTHWESTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, ALONG THE FACE OF SAID INTERIOR WALL, A DISTANCE OF 1.48 FEET TO A CORNER OF THE WALL; THENCE NORTHEASTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, ALONG THE FACE OF SAID INTERIOR WALL, A DISTANCE OF 7.15 FEET TO A CORNER OF THE WALL;

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THENCE NORTHERLY ALONG A LINE WHICH MAKES AN ANGLE OF 24 DEGREES 09 MINUTES 18 SECONDS TO THE LEFT FROM THE LAST DESCRIBED COURSE EXTENDED, BEING THE FACE OF SAID INTERIOR WALL, A DISTANCE OF 7.82 FEET TO A CORNER OF THE WALL; THENCE NORTHEASTERLY ALONG A LINE WHICH MAKES AN ANGLE OF 24 DEGREES 09 MINUTES 24 SECONDS TO THE RIGHT FROM THE LAST DESCRIBED COURSE EXTENDED, BEING THE FACE OF SAID INTERIOR WALL, A DISTANCE OF 17.00 FEET TO A CORNER OF THE WALL; THENCE SOUTHEASTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING THE FACE OF SAID INTERIOR WALL, A DISTANCE OF 20.10 FEET TO A CORNER OF THE WALL; THENCE NORTHEASTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING THE FACE OF SAID INTERIOR WALL, A DISTANCE OF 10.27 FEET TO A CORNER OF THE WALL; THENCE SOUTHEASTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING THE FACE OF SAID INTERIOR WALL, A DISTANCE OF 22.59 FEET TO A CORNER OF THE WALL; THENCE SOUTHWESTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING THE FACE OF SAID INTERIOR WALL, A DISTANCE OF 41.60 FEET TO THE DESCRIBED COURSE, BEING THE FACE OF SAID INTERIOR WALL, A DISTANCE OF 41.60 FEET TO THE POINT OF BEGINNING.

#### PARCEL 2:

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN THAT CERTAIN HORIZONTAL PLANE LOCATED 19.00 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 28.54 FEET ABOVE CHICAGO CITY DATUM WHICH LIES WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF LOT 22 IN JROGMWELLS SUBDIVISION OF THE WEST 1/2 OF BLOCKS 10 AND 13 OF CANAL TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LOT 22, BEING ALSO A POINT ON THE NORTHEASTERLY LINE OF NORTH LINCOLN AVENUE; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 22, A DISTANCE OF 0.49 LET TO A POINT ON THE EXTERIOR FACE OF A FOUR STORY BRICK BUILDING, COMMONLY KNOWN AS 2733 NORTH LINCOLN AVENUE IN CHICAGO, SAID POINT BEING ALSO 0.29 FEET NORTHEASTERLY OF THE SOUTHEASTERLY CORNER OF SAID BUILDING; THENCE NORTHEASTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING THE EXTERIOR FACE OF SAID BUILDING, A DISTANCE OF 48.17 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 0.85 FEET TO A POINT ON THE VERTICAL LINE ON INTERSECTION OF TWO INTERIOR WALLS OF SAID BUILDING; THENCE CONTINUING NORTHWESTERLY ALONG THE LAST DESCRIBED COURSE EXTENDED, BEING THE FACE OF AN INTERIOR WALL, A DISTANCE OF 22.59 FEET TO A CORNER OF THE WALL; THENCE SOUTHWESTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING THE FACE OF SAID INTERIOR WALL, A DISTANCE OF 4.84 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 0.40 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF TWO INTERIOR WALLS OF AFORESAID BUILDING, SAID POINT BEING ALSO THE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING NORTHWESTERLY, ALONG THE LAST DESCRIBED COURSE EXTENDED, BEING THE FACE OF AN INTERIOR WALL, A DISTANCE OF 6.93 FEET TO A CORNER OF THE WALL; THENCE CONTINUING NORTHWESTERLY ALONG THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 0.40 FEET TO A PONT ON THE VERTICAL LINE OF INTERSECTION OF TWO INTERIOR WALLS OF AFORESAID BUILDING; THENCE CONTINUING NORTHWESTERLY ALONG THE LAST DESCRIBED COURSE EXTENDED,

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BEING THE FACE OF AN INTERIOR WALL OF AFORESAID BUILDING, A DISTANCE OF 7.56 FEET TO A CORNER OF THE WALL; THENCE SOUTHWESTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING THE FACE OF SAID INTERIOR WALL, A DISTANCE OF 5.03 FEET TO A CORNER OF THE WALL; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING THE FACE OF SAID INTERIOR WALL, A DISTANCE OF 7.56 FEET TO A CORNER OF THE WALL; THENCE CONTINUING SOUTHEASTERLY ALONG THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 0.40 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF TWO INTERIOR WALLS OF AFORESAID BUILDING; THENCE CONTINUING SOUTHEASTERLY ALONG THE LAST DESCRIBED COURSE EXTENDED, BEING THE FACE OF AN INTERIOR WALL OF AFORESAID BUILDING, A DISTANCE OF 6.93 FEET TO A CORNER OF THE WALL; THENCE NORTHEASTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING THE FACE OF SAID INTERIOR WALL, A DISTANCE OF 5.03 FEET TO THE POINT OF BEGINNING.

#### PARCEL 3:

(PARKING SPACE P-8) THAT PROPERTY AND SPACE WHICH IS CONTAINED WITHIN AND BETWEEN THAT CERTAIN HORIZONTAL PLANE LOCATED 18.50 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 25.94 FEET ABOVE CHICAGO CITY DATUM AND WHICH LIES WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF LOT 22 IN BROOMWELLS SUBDIVISION OF THE WEST 1/2 OF BLOCKS 10 AND 13 OF CANAL TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RAI GE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 22; THENCE SOUTHWESTERLY ALONG THE NOR PAY/ESTERLY LINE OF SAID LOT 22, A DISTANCE OF 2.77 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 2.99 FEET TO THE NORTHWESTERLY CORNER OF A ONL STORY FRAME GARAGE; THENCE CONTINUING SOUTHEASTERLY ALONG THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 0.50 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF THE WALLS OF SAID FRAME GARAGE; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 15.49 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 19.24 FEET TO A POINT ON THE INTERIOR FACE OF A WALL OF SAID FRAME GARAGE; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIPTO COURSE, BEING ALONG THE SAID INTERIOR FACE OF WALL, A DISTANCE OF 7.75 FEET TO A CORNER OF THE WALL; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 19.24 FEET TO A CORNER OF THE WALL; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, BEING ALONG THE INTERIOR FACE OF SAID WALL, A DISTANCE OF 7.75 FEET TO THE POINT OF BEGINNING.

#### PARCEL 4:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCELS 1, 2 AND 3 AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS FOR 2733

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## **UNOFFICIAL COPY**

NORTH LINCOLN AVENUE, CHICAGO ILLINOIS, RECORDED APRIL 14, 1999 AS DOCUMENT 99359327 AND AS AMENDED BY AMENDMENT THERETO RECORDED AUGUST 20, 2001 AS DOCUMENT 0010766536, FOR THE PURPOSES AS SET FORTH THEREIN, IN, TO, UNDER, OVER, UPON, THROUGH AND ABOUT PORTIONS OF THE RESIDENTIAL PROPERTY, AS MORE FULLY DESCRIBED THEREIN.

PIN#: 14-29-400-069-0000

COMMONLY KNOWN AS: 2731-33 N. LINCOLN AVENUE, CHICAGO, IL 60614

