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Mary Ann Murray, Esq.
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70 West Madison Street, Suite 4300 Chicago, Illinois 60602



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Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 07/25/2013 08:57 AM Pg: 1 of 12

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SUSOPPINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "Agreement") is made as of July 1, 2013 by LUTHERAN CHURCH EXTENSION FUND - MISSOURI SYNOD, a Missouri not-for-profit corporation in its role as a subordinated creditor with respect to the hereinafter defined "Subordinated Debt" (in its role as subordinated creditor, the "Subordinated Creditor" and in its role under the hereinafter defined Note, Mortgage and Interecreditor Agreement "LCEF"), with a business address of 10733 Sunsat Office Drive, Suite 300, Sunset Hills, Missouri 63127, and CONCORDIA UNIVERSITY, an Pinois not-for-profit corporation (the "Debtor"), with a business address of 7400 Augusta Street, River Forest, Illinois 60305, in favor of FIRSTMERIT BANK, N.A., (the "Agent"), with a business acdress of 14701 S. LaGrange Road, Orland Park, Illinois 60462, and its successors and assigns, as administrative and collateral Agent for (i) FirstMerit Bank N.A. ("Bank") with respect to Debtor's obligations under the Bond and Loan Agreement (as hereinafter defined) and (ii) LCEF with respect to Debtor's obligations under the Note.

RECITALS

WHEREAS, Debtor is the owner of certain real property located in Cock County, Illinois, as more particularly described in <u>Exhibit A</u> attached hereto and by this reference incorporated herein (the "<u>Premises</u>");

WHEREAS, Debtor has executed and delivered to Agent as administrative and collateral agent for Bank and for LCEF a Mortgage, Assignment of Leases and Rents and Security Agreement (Including UCC Financing Statements) dated as of July 1, 2013 (as the same may be modified, amended, supplemented or restated, the "Mortgage") encumbering the Premises and securing, among other things, (i) the obligations of Debtor under and pursuant to that certain Bond and Loan Agreement dated as of July 1, 2013 (as the same may be modified, amended, supplemented or restated, the "Bond and Loan Agreement") and that certain Continuing

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Covenants Agreement dated as of July 1, 2013 (as the same may be modified, amended, supplemented or restated the "Covenant Agreement" and together with the Bond and Loan Agreement the "Bond Agreements"), and (ii) the obligations of Debtor to LCEF under and pursuant to that certain Promissory Note dated as of July 1, 2013 (as the same may be modified, amended, supplemented or restated, the "Note") (collectively, the obligations under the Bond Agreement and the Note being referred to as the "Loan Obligations");

WHEREAS, Debtor has executed and delivered to Subordinated Creditor a Mortgage encumbering the Premises dated October 29, 2009 and recorded November 3, 2009 as document 0930718039 made by Debtor to Subordinated Creditor (the "Subordinated Mortgage") to secure a Promissory Note for Permanent Balloon Loan made by Debtor for the benefit of Subordinated Creditor in the original principal amount of \$6,942,645.79 and dated October 29, 2009 (the "Subordinated Note"); and

WHEREAS, as a condition to the making of the loans evidenced by the Bond and Loan Agreement and the Note, respectively, Bank and LCEF are requiring that the Subordinated Mortgage be subordinated to the Mortgage in all respects in accordance with the terms of this Agreement.

NOW THEREFORE, Debtor and Subordinated Creditor severally represent and covenant to each other and to Bank as tellows:

- 1. **Definitions.** As used in this agreement the following terms have the following meanings:
 - (a) "Senior Debt" means the Liabilities (as hereinafter defined) of Debtor arising under or in connection with (i) the Bond Agreements in favor of Bank and the documents, instruments and agreements executed and delivered in connection therewith, including without limitation, costs of collecting those Liabilities and interest accruing on those Liabilities after the commencement of bankruptcy or similar insolvency proceedings and (ii) the Note in favor of LCEF and the documents, instruments and agreements executed and delivered in connection therewith, including without limitation, costs of collecting those Liabilities and interest accruing on those Liabilities after the commencement of bankrupacy or similar insolvency proceedings and (iii) the Mortgage.
 - "Liabilities" means all obligations, indebtedness or liabilities of Debtor (b) now existing or later arising, including, without limitation, all loans, indebtedness, overdraft advances. interest, costs. reimbursement obligations, obligations in connection with swap arrangements, lease obligations, or monetary obligations including, but not limited to, liabilities incurred or accrued during the pendency of any bankruptcy, insolvency, receivership or other similar proceedings, regardless of whether allowed or allowable in such proceeding, and all renewals, extensions, modifications, consolidations or substitutions of any of the foregoing, whether Debtor, may be liable jointly with others or individually liable as a debtor, maker,

co-maker, drawer, endorser, guarantor, surety or otherwise, and whether voluntarily or involuntarily incurred, due or not due, absolute or contingent, direct or indirect, liquidated or unliquidated.

- (c) "Subordinated Debt" means the Liabilities of Debtor to Subordinated Creditor arising under the Subordinated Note secured by the Subordinated Mortgage.
- 2. Subordination. The Subordinated Debt is hereby subordinated in all respects, including, without limitation, right of payment as provided in Section 3 below, to the Senior Debt in accordance with this Agreement. Subordinated Creditor and Debtor agree to make appropriate entries in their books and records and stamp all instruments or documents evidencing the Subordinate 1 Debt with a legend that the Subordinated Debt is expressly subject to this Agreement.
- 3. Payments P ohibited. Without the prior written consent of Bank, Debtor shall not pay, make or give, and Subordinated Creditor shall not ask for, demand, sue for, take or accept from Debtor, by set-off crin any other manner, all or any part of any monies which may now or hereafter be owing by Debtor, or any successor or assign of Debtor, including without limitation, a receiver, trustee or debter in-possession, on account of the Subordinated Debt. Notwithstanding the foregoing, Debtor may without the prior written consent of Bank, make (i) regularly scheduled payments (the "Schedul of Payments") in the regular amounts set forth in the Subordinated Note. Notwithstanding anything to the contrary contained herein, in the event an Event of Default exists under the Mortgage, the Socurity Agreement, the Bond Agreements or the Note, or any other Security Document (as defined in the Mortgage) (all such documents as modified, amended, supplemented or restated from time to time the "Senior Debt Documents"), and such default is continuing beyond all applicable notice and grace periods, Debtor shall in no event pay, and Subordinated Creditor shall not accept from Debtor, all or any part of any monies which may now or hereafter be owing by Debtor, or any successor or assign of Debtor on account of the Subordinated Debt, including, without limitation, Scheduled Payments, without the prior written consent of Bank, which may be withheld in Bank's sole discretion; provided, however, that Bank acknowledges that the Subordinated Note is also secured by an Amended and Restated Pledge and Security Agreement dated October 29, 2009 (the "Plezge Agreement") between Concordia University Foundation, River Forest Illinois (the "Foundation") in favor of Subordinated Creditor and encumbering the assets of the Foundation, and nothing in this Agreement shall prevent Subordinated Creditor from seeking payment of any amounts due under the Subordinated Note from the Foundation pursuant to the terms of or otherwise under the Pledge Agreement and from taking such actions under the Subordinated Note, the Pledge Agreement or any other document that may be necessary to obtain such payment (collectively the "Subordinated Creditor Foundation Rights"); provided however that Subordinated Creditor shall provide written notice to the Bank prior to seeking payment from the Foundation.
- 4. Payment to Bank of Payments and Distributions on Account of Subordinated Debt. Upon the occurrence and continuation of an Event of Default under any of the Senior Debt Documents, Subordinated Creditor shall, subject to the Subordinated Creditor Foundation Rights which shall not be impaired, promptly pay or otherwise deliver to Bank, for the ratable benefit of Bank and LCEF, all amounts and other things of value which Subordinated Creditor

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may receive from any source other than the Foundation on account of the Subordinated Debt (collectively referred to herein as the "Non-Permitted Payments"). Any Non-Permitted Payments shall be held in trust by Subordinated Creditor for the benefit of Bank and LCEF until paid or delivered to Agent under an Intercreditor Agreement dated as of July 1, 2013 among Bank in its role as administrative and collateral agent, Bank as a creditor under the Bond Agreement and LCEF as a creditor under the Note (the "Intercreditor Agreement") for the ratable benefit of Bank and LCEF. In any bankruptcy, liquidation, insolvency, receivership, or similar proceeding, whether at law or in equity, or pursuant to state or federal law, the Agent, for the benefit of Bank and LCEF shall be entitled to receive payment in full of the Senior Debt from payments or other distributions made on account of the Senior Debt and on account of the Subordinated Debt from the assets of Debtor (including interest after the commencement of any such proceeding at the applicable interest rate(s) specified in the Senior Debt, whether or not such interest is an allowable claim in such proceeding) before Subordinated Creditor is entitled to receive any payment or thing of value on account of the Subordinated Debt.

Subordination of Liens. Except for the Subordinated Mortgage, Debtor has not given and shall not give, and Subordinated Creditor has not received and shall not accept any security for the Subordinated Debt except for the Subordinated Creditor Foundation Rights. Subordinated Creditor expressly sul ordinates all of its rights (other than its rights as beneficiary under the Mortgage and the Security Agreement with respect to Senior Debt and the Subordinated Creditor Foundation Rights) in and to the Premises and any other property encumbered by the Subordinated Mortgage and any other collateral now or hereafter securing the Subordinated Debt (the Premises and such other property and collateral is collectively referred to herein as the "Collateral") to all present and future rights of Agent, for the benefit of Bank and LCEF in and to any of the Collateral to secure any of the Senior Debt, without regard to the time or order of attachment or perfection of any security interest, the time or order of recording or filing any mortgage or financing statement, or the giving of failure to give any notice of the acquisition or expected acquisition of any purchase money security interest. Notwithstanding the foregoing, the parties hereto acknowledge that the Subordinated Dobt is secured in part by the Pledge Agreement, and the parties hereby expressly acknowledge and agree that the Pledge Agreement and the assets encumbered thereby shall not be included within the definition of "Collateral" for purposes of this Agreement and thus shall not be subordinated to the Mortgage pursuant to this Agreement. Except for the Subordinated Creditor Foundation Rights. Subordinated Creditor shall have no right to possession of any of the Collateral or to foreclose upon the Subordinated Mortgage or exercise any rights or remedies thereunder or in connection with any other of the Collateral, whether by judicial action or otherwise, unless and ur til all of the Senior Debt is paid in full and the obligations under the Senior Debt Documents are terminated. Subordinated Creditor consents to the creation and continuance of all present and future security interests of the Agent for the Bank and LCEF in and to the Collateral to secure all or any portion of the Senior Debt and, subject to the terms of the Intercreditor Agreement, to the enforcement of those security interests. Subordinated Creditor agrees, pursuant to the terms of the Intercreditor Agreement, to fully cooperate with the Agent and not to delay, impede or otherwise interfere with the efforts of the Agent to secure payment from the assets which secure any of the Senior Debt including actions, proceedings, motions, orders, agreements or other matters relating to relief from automatic stay, abandonment of property, use of cash collateral and sale of any collateral free and clear of all liens. This subordination as to the Collateral is intended to define the rights and duties of the Agent under the Interecreditor Agreement and

Subordinated Creditor; it is not intended that any third party shall benefit herefrom. If the effect of any provision of this subordination would be to give any third party a priority status (other than the Subordinated Creditor Foundation Rights) to which that party would not otherwise be entitled, that provision shall, to the extent necessary to avoid that priority, be given no effect and the rights and priorities of Agent and Subordinated Creditor shall be determined in accordance with applicable law.

- 6. Bank's Authority to Act with Respect to Subordinated Debt. Subject to the reserved rights of Subordinated Creditor in Sections 4 and 5 above with respect to the Pledge Agreement and the Subordinated Creditor Foundation Rights, Subordinated Creditor irrevocably authorizes A ent to execute and file, for the ratable benefit of Bank and LCEF, such proofs of claim in any bankruptcy proceeding concerning Debtor in respect of the Subordinated Debt necessary or appropriate to insure payment to Agent under the Intercreditor Agreement of all payments and other distributions on account of the Subordinated Debt, instruments evidencing the Subordinated Debt, or the Collateral, in the event that Subordinated Creditor does not do so within ten (10) days after Agent has requested Subordinated Creditor to do so. In the event of any violation of the terms of this Agreement by the Subordinated Creditor, Subordinated Creditor will pay to Agent all costs reasonably incurred by Agent for the purpose of enforcing its rights hereunder as a result of such violation by Subordinated Creditor, to the extent not prohibited by law, including, without I'm tation, a reasonable fee for the services of internal and outside attorneys employed or engaged by Agent for any purpose related to this agreement, including, without limitation, consultation, drafting documents, sending notices or instituting, prosecuting or defending litigation or any proceeding. The compliance by Agent with any applicable state or federal law requirements in connection with the disposition of any Collateral will not adversely affect the commercial reasonableness of any sale of such Collateral. Notwithstanding the foregoing, Agent shall not be liable to Subordinated Creditor for any failure to prove the existence, amount, or circumstances of the Subordinated Debt, to exercise any right related to it or to collect any sums payable on it or distributions attributable to it.
- 7. Subordinated Creditor's Representations and Promises. Subordinated Creditor represents to Agent that (a) it is the sole holder of the Subordinated Debt with full power to make the subordinations and assignments set forth in this Agreement, (b) it has not made or permitted any assignment or transfer, as security or otherwise, of the Subordinated Debt, of any instrument evidencing or securing the Subordinated Debt, or of any of the Collateral, and it shall not do so as long as this Agreement remains in effect, and (c) it has extended the Subordinated Debt and entered into this Agreement based on its own independent investigation (or decision not to investigate) the financial condition of Debtor, and has not relied on and shall not rely on any representation or information of any nature regarding Debtor made by or received from Bank.
- 8. Waivers. Debtor and Subordinated Creditor each waive (a) notice of acceptance of this Agreement, and (b) demand, presentment, notice of dishonor and protest in the collection of any of the Senior Debt or the Subordinated Debt. No waiver of any provision of this Agreement shall be effective against Agent unless such waiver is in writing and signed by Agent. No delay or omission by Agent in exercising any right shall operate as a waiver of such right or any other right.

- 9. Action Regarding Senior Debt. Without notice to or the consent of Subordinated Creditor, Agent may take or refrain from taking any action regarding the Senior Debt that Agent deems appropriate, but only if allowed to Agent under the Mortgage or the Intercreditor Agreement, including without limitation (a) amending, modifying, increasing, extending or renewing any applicable portion of the Senior Debt, (b) releasing, compromising, or settling any claim related to any applicable portion of the Senior Debt, (c) forbearing or agreeing to forbear from enforcing any right or remedy related to any applicable portion of the Senior Debt, including rights and remedies against any guarantor, surety or accommodation party of all or any applicable part of the Senior Debt, (d) determining when and in what order payments and credits shall be made to any applicable portion of the Senior Debt; or (e) substituting, releasing or exchanging any Collateral for or other property securing any applicable portion of the Senior Debt. Agent shall not be required to perfect any security interest in any Collateral or other property securing any of the Senior Debt except as may be required by the Mortgage, the Security Agreement or the Intercreditor Agreement. Subordinated Creditor waives and agrees not to assert any rights or defenses with respect to any actions Agent or LCEF may take or refrain from taking with regard to the Senior Debt or any portion thereof, or any Collateral or other property now or hereafter securing any of the Senior Debt.
- 10. Reinstatement. If, after the receipt of any payment or application of the proceeds of any Collateral or other property securing any Senior Debt to payment of all or any part of the Senior Debt, Agent is required to return or surrender such payment or proceeds to any person, because such payment or the application of such proceeds is or may be avoided, invalidated, set aside or declared void or voidable as a preference, fraudulent conveyance, impermissible set-off or for other cause, then this Agreement shall continue in effect as if such payment or application of proceeds had not been received by Agent. The surrender, return or cancellation of any instrument relating to the Senior Debt or any portion thereof shall not affect this provision.
- 11. Assignment. Agent may assign or transfer all or any portion of its rights under this Agreement, including any instrument relating to any applicable portion of the Senior Debt or any Collateral or other property securing the Senior Debt, to any portion or entity, and such assignee or transferee shall be vested with all rights and powers given to Agent in this Agreement.
- 12. Continued Reliance. Agent, by accepting delivery of this Agreement, shall be deemed to have relied upon all of its terms and conditions set forth herein and shall be entitled to continue that reliance. This Agreement shall terminate when Debtor has fully paid and performed its obligations under the Senior Debt Documents.
- 13. Subrogation. So long as this Agreement remains in effect, and, subject to the Subordinated Creditor Foundation Rights, Subordinated Creditor shall not exercise any right of subrogation or other similar rights with respect to all or any portion of the Senior Debt.
- 14. Construction. Section headings are for convenience of reference only and do not affect the interpretation of this Agreement.

- 15. Expenses. Debtor agrees to pay upon demand all of the costs, expenses, attorneys' fees, including costs and attorney fees resulting from any bankruptcy proceedings, incurred by Agent in connection with any enforcement of this Agreement.
- 16. Notice. Any notices and demands under or related to this document shall be in writing and delivered to the intended party at its address stated herein, by one of the following means: (a) by hand, (b) by a nationally recognized overnight courier service, or (c) by certified mail, postage prepaid, with return receipt requested. Notice shall be deemed given: (a) upon receipt if delivered by hand, (b) on the Delivery Day after the day of deposit with a nationally recognized courier service, or (c) on the Delivery Day that the notice is received (or refused, as the case may be) by the recipient. "Delivery Day" means a day other than a Saturday, a Sunday, or any other day on which national banking associations are authorized to be closed. Any party may change its address for purposes of the receipt of notices and demands by giving notice of such change in the maturer provided in this provision.
- 17. Counterparts This Agreement may be executed in any number of counterparts, each of which shall be deemed on original and all of which taken together shall constitute one and the same agreement. This Agreement may not be amended or modified except by a writing signed by each of the parties to this Agreement.
- 18. Governing Law and Ven 1e This Agreement is delivered in the State of Illinois and governed by Illinois law (without giving effect to its laws of conflicts). Debtor and Subordinated Creditor agree that any legal action of proceeding against it with respect to any of its obligations under this Agreement may be brought in any state or federal court located in such state, as Agent in its sole discretion may elect. By the execution and delivery of this Agreement, each of Debtor and Subordinated Creditor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts. Debtor and Subordinated Creditor waive any claim that the State of Illinois is not a convenient forum or the proper venue for any such suit, action or proceeding.
- 19. JURY WAIVER. DEBTOR, SUBORDINATED CREDITOR AND AGENT HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) AMONG DEBTOR, SUBORDINATED CREDITOR AND/OR AGENT ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE BANK AND LCEF TO PROVIDE OR CONTINUE PROVIDING THE FINANCING CONTEMPLATED BY THE BOND AGREEMENTS AND THE NOTE.

[Signature Page Follows]

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UNOFFICIAL CC

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

DEBTOR:

CONCORDIA UNIVERSITY, an Illinois not-for-profit corporation

SUBORDINATED CREDITOR:

in corp. LUTHERAN CHURCH EXTENSION FUND-MISSOURI SYNOD, a Missouri not-for-profit corporation

Name: Sandra Sauter

Its: Vice President- Loan and Credit Review C/e/7/s O///co

Signature Page to Subordination Agreement

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UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

DEBTOR:

CONCORDIA UNIVERSITY, an Illinois not-for-profit corporation

SUBORDINATED CREDITOR:

LUTHERAN CHURCH EXTENSION FUND-MISSOURI SYNOD, a Missouri not-for-profit corporation

Name! Sandra Sauter

Its: Vice President- Loan and Credit Review Clart's Office

Signature Page to Subordination Agreement

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STATE OF MISSOURI)
COUNTY OF ST. LOUIS)
COUNTY OF ST. LOUIS)
I, MARIES Stephenson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John F. Johnson, the Resident
of Concordia University, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as an authorized signatory thereto, appeared before me this day in person and acknowledged that he or she signed and delivered the said instrument as
his or her own free and voluntary act and as the free and voluntary act of such entity, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal, this day of, 2013.
Markers Depterson
Notary Fubric
My Commission Expires: 05/13/2015 OFFICIAL SEAL MARLISS STEPHENSON NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 5-13-2015
STATE OF MISSOURI)
COUNTY OF ST. LOUIS)
I,, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that SANDRA SAUTER, the VICE PRESIDENT- LOAN AND
CREDIT REVIEW of Lutheran Church Extension Fund Missouri Synod, who is personally
known to me to be the same person whose name is subscribed to the foregoing instrument as an
authorized signatory thereto, appeared before me this day in person and acknowledged that he or the signed and delivered the said instrument as his or her own free and voluntary act and as the
ree and voluntary act of such entity, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal, this day of, 2013.
Notary Public
My Commission Expires:
Ty Commission Expires.

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Notary Page to Subordination Agreement

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STATE OF MISSOURI)) SS
COUNTY OF ST. LOUIS)
I,, a Notary Public in and for said County, in the State aforesaid, do hereby certify that, the of Concordia University, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as an authorized signatory thereto, appeared before me
this day in person and acknowledged that he or she signed and delivered the said instrument as his or her own free and voluntary act and as the free and voluntary act of such entity, for the uses and purposes therein set forth.
GIVEN upder my hand and notarial seal, this day of, 2013.
Notary Public
GIVEN under my hand and notarial seal, thisday of, 2013. Notary Public STATE OF MISSOURI) SS COUNTY OF ST. LOUIS) I,, a Notary Public in and for said County, in the State
STATE OF MISSOURI)
COUNTY OF ST. LOUIS)
aforesaid, do hereby certify that SANDRA SAUTER, the VICE PRESIDENT- LOAN AND CREDIT REVIEW of Lutheran Church Extension Fund – Missouri Synod, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as an authorized signatory thereto, appeared before me this day in person and acknowledged that he or she signed and delivered the said instrument as his or her own free and voluntary act and as the free and voluntary act of such entity, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal, this 25 day of que, 2013.
Notary Public
My Commission Expires: November 9, 2016 SEAL SEAL Or MISSION #12675802

Notary Page to Subordination Agreement

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EXHIBIT A

Legal Description of the Property

PARCEL 1

Blocks 2, 3, 4, 5, 6 and 7 in Bogue's Addition to Oak Park, being a subdivision in the Southeast quarter of Section 1, Township 39 North, Range 12 East of the Third Principal Meridian; also the 66 foot strip of ground lying between said Blocks 3 and 4 and 5 and 6 aforesaid and North of the North line of Augusta Street and South of the South Line of Division Street and the strip of ground lying or tween Blocks 2 and 3 and Blocks 6 and 7 aforesaid North of said North line of Augusta Street and South of the South line of Division Street and the strip of land and all of that part of the strip of ground lying between Blocks 2, 3 and 4 and Blocks 5, 6 and 7, aforesaid and West of a line parallel to and 435 feet West of the West line of Harlem Avenue as shown on the Plat of Bogue's Addition aforesaid all situated in the Village of River Forest, of Cook County, Illinois, excepting therefrom the following two (2) described parcels of real estate:

1. A Parcel of ground, said piece or parcel of ground located on the Southwest corner of Division Street and Bonnie Brae in kiver Forest, Cook County, Illinois, Fronting 200.00 feet on the South side of Division Street and 250.00 feet on the West side of Bonnie Brae described as follows:

Beginning at a point on the Lot line where Division Street and Bonnie Brae meet at the Southwest corner of the intersection, thence south riong the West line of Bonnie Brae, to a point 250.00 feet South; thence West and parallel with the South line of Division Street, 200.00 feet; thence North and parallel with the West line of Bonnie Brae, a distance of 250.00 feel to the South line of Division Street; thence East, along a South line of Division Street, a distance of 200.00 feet to the place of beginning, situate in Bogue's Addition to Oak Park, being a Subdivision of the East half of the Southeast quarter and the East 1/3 of the West half-of the Southeast quarter of Section 1, Township 39 North, Range 12 Fast of the Third Principal Meridian; and

Commonly known as 7400 Augusta Street, River Forest, Illinois 60305-1499

PIN #15-01-402-002-0000

PARCEL 2

The North 75 feet of Lot 7 of Block 11 in a subdivision of Blocks 1, 8 to 11, 14, 15 and 16, in Bogue's Addition to Oak Park, being a subdivision in the South East 1/4 of Section 1, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 946 Clinton Place, River Forest, Illinois 60305-1504

PIN: #15-01-410-010-0000