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Doc#: 1324116087 Fee: \$62.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/29/2013 02:26 PM Pg: 1 of 13

THIS INSTRUMENT WAS
PREPARED BY AND
AFTER RECORDING
SHOULD BE MAILED TO:

Law Office of Victor J. Cacciatore
527 S. Wells
Suite 800
Chicago, Illinois 60607

① ST# 12000031803

SUBORDINATION, ATTORNMENT AND NONDISTURBANCE AGREEMENT

THIS SUBORDINATION ATTORNMENT AND NONDISTURBANCE AGREEMENT (hereinafter referred to as the "Agreement") is made as of the 28th day of August, 2013 by and among LAKESIDE BANK, an Illinois banking corporation (hereinafter referred to as "Mortgagee"), and CHICAGOLAND RETINAL CONSULTANTS LLC, an Illinois limited liability company (hereinafter referred to as "Tenant") and LAKESIDE SPE, LLC 6800 STANLEY, an Illinois limited liability company (hereinafter referred to as "Landlord");

WITNESSETH:

WHEREAS, Mortgagee is the holder of a mortgage lien that affects Parcels 1, 2, 3 and 4 of the land described in Stewart Title Guaranty Company, File Number 12000031803, ("Premises") and more fully described on Exhibit A attached hereto and made a part of this Agreement, pursuant to a mortgage dated June 22, 2006 and recorded June 28, 2006 as document number 0617944012 in the Office of the Cook County Recorder of Deeds made by the City of Berwyn and 6800 Stanley LLC to Lakeside Bank to secure an indebtedness of \$15,220,000, as may be amended and restated from time to time ("Mortgage"); and

WHEREAS, Landlord and Mortgagee are affiliated parties; and

WHEREAS, by Lease Agreement dated August 28, 2013 (hereinafter referred to as the "Lease"), by and between Tenant and Landlord, all or a portion of the Premises was leased to Tenant, said leased premises being more particularly described in the Lease (hereinafter referred to as the "Leased Premises"); and

WHEREAS, the parties are willing to agree to a subordination, attornment and nondisturbance agreement on the terms and conditions hereinafter provided

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

1. Subordination. Subject to the terms of this Agreement, Tenant hereby covenants, agrees and declares that the Lease and any renewal, extension, modification or amendment thereof and all of Tenant's right, title and interest under the Lease, including any options to expand, renew or purchase contained in the Lease, in and to said Leased Premises are and shall be fully subject and subordinate in all respects to the lien of the Mortgage and the indebtedness evidenced by it, and to any future advance, disbursement, renewal, increase, replacement, extension or other modification or amendment thereof, with the same force and effect as if the Mortgage and the indebtedness evidenced by it, and any future advance, disbursements, renewal, increase, replacement, extension or other modification or amendment thereof, had been executed, delivered and recorded prior to the execution and delivery of the Lease.

2. Attornment. Tenant hereby further covenants and agrees as follows:

(a) That in the event of Borrower's default under the loan documents (as defined in the Mortgage) and Mortgagee's election to exercise any of its rights or remedies thereunder, including, without limitation, in the event of Mortgagee's exercise of its rights under any assignment of leases, rents and profits made by Landlord to Mortgagee or in the event of a foreclosure of the Mortgage or a conveyance in lieu of foreclosure, any of which occurs prior to the expiration date of the Lease, including any extensions and renewals thereof, Tenant hereby covenants and agrees to make full and complete attornment to Mortgagee, its successors, nominees or assigns, or to the purchaser of any foreclosure sale or grantee of any deed-in-lieu of foreclosure, and their successors, nominees and assigns, as the case may be, (all of said parties being hereinafter also collectively referred to as "Mortgagee") for the balance of the term of the Lease, including any extensions and renewals thereof subject to and upon the same terms and conditions as therein provided, so as to establish direct priority of estate and contracts as between Tenant and Mortgagee with the same force and effect as though the Lease were originally made directly from Mortgagee to Tenant, and Tenant thereafter shall make all rent payments and any other payments and otherwise perform under the Lease directly to and for the benefit of Mortgagee; provided, however, Tenant shall have no obligation to pay rent to Mortgagee until Mortgagee delivers written notice to Tenant that Mortgagee has succeeded to Landlord's interest under the Lease ("Succession Notice"). The parties acknowledge and agree that the foregoing agreement of Tenant to attorn to Mortgagee is conditioned upon Mortgagee's agreement to recognize the Lease and Tenant's rights thereunder. The parties hereto acknowledge and agree that Tenant may rely on any Succession Notice.

(b) That said attornment shall be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto; provided, however, that upon the election and written demand of Mortgagee, Tenant shall execute an instrument, reasonably satisfactory to Mortgagee, confirming and acknowledging said attornment.

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3. Nondisturbance. In the event of Borrower's default under the loan documents (as defined in the Mortgage) and Mortgagee's election to exercise any of its rights or remedies thereunder, including, without limitation, in the event of foreclosure of the Mortgage or conveyance in lieu of foreclosure, any of which occurs prior to the expiration date of the Lease, including any extensions and renewals thereof, then Mortgagee agrees as follows:

(a) That no proceeding to foreclose the Mortgage and no conveyance in lieu of foreclosure thereof, will disturb Tenant's rights under the Lease, and any rights of Tenant under the Lease will not be diminished, affected or cut off thereby and Tenant will not be named by Mortgagee as a party defendant to said foreclosure proceeding; and

(b) The Lease shall continue in full force and effect and Mortgagee shall recognize the Lease and Tenant's rights thereunder, so as to establish direct privity of estate and contract between Tenant and Mortgagee, with the same force and effect as though the Lease were originally made directly from Mortgagee to Tenant, and Mortgagee shall perform Landlord's obligations arising thereafter for the benefit of Tenant.,

Mortgagee's obligation under Sections 3 (a) and (b) is subject to the condition that as of the date Mortgagee commences to exercise any right or remedy and at all times thereafter the following conditions have been and continue to be fulfilled:

(i) Tenant shall not, after the expiration of any applicable notice and grace periods, be in material default in the performance or observance of any of the terms, covenants, or conditions contained in the Lease to be performed or observed by Tenant thereunder and Tenant shall continue to attorn to Mortgagee.

In the event that the condition set forth in subsection i) above has not been fulfilled, then the foregoing nondisturbance agreement shall be inoperative between Mortgagee and Tenant and unless the parties can reach mutual agreement otherwise to keep the Lease or an amended or modified version thereof in effect, Mortgagee shall have the right and option through the process of foreclosure or otherwise to terminate or extinguish Tenant's rights in and to the Leased Premises.

4. Landlord's Prior Act. – Intentionally deleted.

5. Additional Covenants. Tenant hereby further covenants and agrees as follows:

(a) Tenant shall give to Mortgagee, by certified mail, a copy of any notice of default under the Lease served by Tenant upon Landlord.

(b) That Tenant shall in no event make prepayment of rent for a period in excess of one (1) month without in each and every instance the express prior written consent of Mortgagee or its successors, nominees or assigns.

(c) That except as provided herein or required under the Lease, Tenant shall in no event subordinate or agree to subordinate the Lease to any other lien or encumbrance

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affecting the Premises and/or the Leased Premises without the express written consent of Mortgagee and any such attempted subordination or agreement to subordinate without such consent of Mortgagee shall be void and of no force and effect.

this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be enforced.

6. Modifications. No modification, amendment, waiver or release of any provisions of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be enforced.

7. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall either be (i) mailed by first class United States certified mail, postage prepaid, return receipt requested, and addressed as set forth below, (ii) delivered in person to the intended addressee, (iii) sent by a nationally reputable overnight courier for next business day delivery, and addressed as set forth below, or (iv) transmitted by facsimile provided a duplicate copy is also deposited with the US mail or overnight courier for delivery prior to the last pick up on the date of facsimile transmission. Any notice delivered in the aforesaid manner shall be effective only upon receipt or refusal by the intended addressee (with such receipt being confirmed by the recipient or by a reliable independent source). For the purposes of notice, the address below shall be used. Each party shall have the continuing right to change its address for notice hereunder by delivering within fifteen (15) days prior written notice thereof to the other party in accordance with this Agreement.

If to Tenant:

Dr. Ahmed Abdelsalam
 Chicagoland Retinal Consultants, LLC
 1 E. Wacker Drive, Suite 3150
 Chicago, Illinois
 Telephone: (312) 527-1880
 Fax No: (312) 527-2747

If to Mortgagee:

Jos. Cacciatore & Co.
 Attention: Peter C. Cacciatore
 527 S. Wells
 Suite 700
 Chicago, Illinois 60601
 Telephone: (312) 987-1900
 Fax No: (312) 987-4604

8. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the parties hereby and their respective successors or assigns; provided, however, that upon the assignment of the interest of the original or any successor Mortgagee hereunder, all obligations of such Mortgagee under this Agreement shall terminate, and thereupon all such

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obligations shall be the responsibility of the party or parties to whom such Mortgagee's interest is so assigned.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

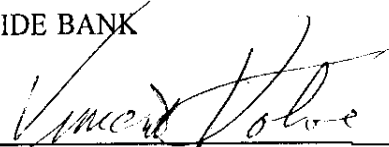
Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the undersigned parties have respectively executed this Agreement as of the day and year first above written.

MORTGAGEE:

LAKESIDE BANK

By: 
Name: Vincent J. Tolve
Its: Executive Vice President

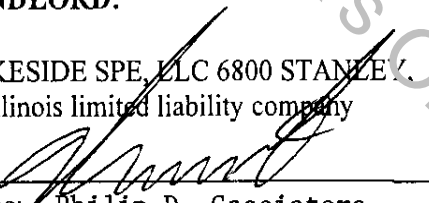
TENANT:

CHICAGOLAND RETINAL CONSULTANTS, LLC
an Illinois limited liability company

By: _____
Name: _____
Its: _____

LANDLORD:

LAKESIDE SPE, LLC 6800 STANLEY, By Lakeside Bank, Manager
an Illinois limited liability company

By: 
Name: Philip D. Cacciatore
Its: Executive Vice President

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the undersigned parties have respectively executed this Agreement as of the day and year first above written.

MORTGAGEE:

LAKESIDE BANK

By: _____
Name: _____
Its: _____

TENANT:

CHICAGOLAND RETINAL CONSULTANTS, LLC
an Illinois limited liability company

By: Amr Asah
Name: Amr Asah
Its: Manager

LANDLORD:

LAKESIDE SPE, LLC 6800 STANLEY,
an Illinois limited liability company

By: _____
Name: _____
Its: _____

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MORTGAGEE'S ACKNOWLEDGEMENT

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that VINCENT TOLIVE personally known to me to be the same person whose name is subscribed to the foregoing instrument as such EXEC VP of Lakeside Bank, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Illinois banking corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of August, 2013.

Danielle Graziani
Notary Public

My Commission Expires: 2/2/16



CLERK'S OFFICE

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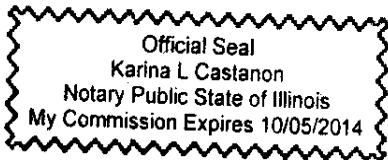
TENANT'S ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Ahmad Abdelsalam personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager of CHICAGOLAND RETINAL CONSULTANTS, LLC an Illinois limited liability company, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of August, 2013.



Karina L. Castanon
Notary Public

My Commission Expires: 10/05/2014

PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY**LANDLORD'S ACKNOWLEDGEMENT**

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Philip D. Caaciatoro personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Exec VP of Lakeside SPE, LLC 6800 Stanley, an Illinois limited liability company, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Illinois banking corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of August, 2013.

Danielle Graziani
Notary Public

My Commission Expires: 2/2/16



UNOFFICIAL COPY*Exhibit A***COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

File No.: 12000031803

1. **Effective Date:** June 19, 2013 at 8:00 am2. **Policy or Policies to be issued:****Amount of Insurance**

(a) A.L.T.A. Owner's Policy 2006 (Standard)

\$10,000.00

Proposed Insured:

CHICAGOLAND RETINAL CONSULTANTS LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

(b) A.L.T.A. Loan Policy 2006 (Standard)

Proposed Insured:

TBD

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

LEASEHOLD AS TO PARCEL 1; EASEMENT AS TO PARCELS 2, 3 AND 4

4. **Title to said estate or interest in said land is at the effective date hereof vested in:**

LAKESIDE SPE, LLC 6800 STANLEY, AN ILLINOIS LIMITED LIABILITY COMPANY

5. **The land referred to in this Commitment is described as follows:**

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: A LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1 C OF THE ALTA LEASEHOLD ENDORSEMENT ATTACHED HERETO), CREATED BY INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY LAKESIDE SPE, LLC 6800 STANLEY, AN ILLINOIS LIMITED LIABILITY COMPANY AS LESSOR AND CHICAGOLAND RETINAL CONSULTANTS LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AS LESSEE, A MEMORANDUM OF LEASE WAS RECORDED 8/29/2013 AS DOCUMENT 1324116086 WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND:

PARCEL 1:

THE CROSSHATCHED PORTION OF THAT PART OF COMMERCIAL SPACE 2 SHOWN IN THE LEASE A MEMORANDUM OF WHICH IS RECORDED AS DOCUMENT NUMBER 1324116086 AND DEPICTED IN THE ATTACHED MAP OF THE FIRST FLOOR OF SURVEY BY FITZGERALD EARLES ARCHITECTS AND ASSOCIATES PROJECT NO. 12184.01. COMMERCIAL SPACE 2 DESCRIBED AS FOLLOWS:

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A SINGLE TRACT OF LAND: LOTS 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 AND 37 (EXCEPT THAT PART OF LOT 37 TAKEN FOR STREET) AND THAT PART OF VACATED ALLEY LYING SOUTHEASTERLY OF LOT 37 AND NORTHWESTERLY OF LOTS 28, 29, 30, 31, 32, 33, 34, 35, AND 36 ALL IN BLOCK 3 IN BERWYN, A SUBDIVISION OF PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +607.72 FEET U.S.G.S. DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +620.31 FEET U.S.G.S DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT, THENCE SOUTH 0 DEGREES 01'-10" WEST ALONG THE EAST LINE OF SAID TRACT A DISTANCE OF 39.90 FEET TO THE PLACE OF BEGINNING (THE EAST LINE OF SAID TRACT ALSO BEING THE WEST LINE OF OAK PARK AVENUE); THENCE CONTINUING SOUTH 0 DEGREES 01'-10" WEST ALONG SAID EAST LINE A DISTANCE OF 67.71 FEET TO THE SOUTH EAST



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CORNER OF SAID TRACT; THENCE SOUTH 74 DEGREES 45'-10" WEST ALONG THE SOUTH LINE OF SAID TRACT A DISTANCE OF 163.53 FEET (THE SOUTH LINE OF SAID TRACT ALSO BEING THE NORTH LINE OF STANLEY AVENUE); THENCE NORTH 15 DEGREES 18'-05" WEST, 87.19 FEET; THENCE NORTH 74 DEGREES 42'-28" EAST, 2.66 FEET; THENCE SOUTH 15 DEGREES 17'-32" EAST, 0.37 FEET; THENCE NORTH 74 DEGREES 42'-28" EAST, 24.22 FEET; THENCE SOUTH 15 DEGREES 17'-32" EAST, 19.12 FEET; THENCE NORTH 74 DEGREES 42'-48" EAST, 9.94 FEET; THENCE SOUTH 15 DEGREES 17'-32" EAST, 10.60 FEET; THENCE NORTH 74 DEGREES 42'-28" EAST, 12.17 FEET; THENCE NORTH 15 DEGREES 17'-32" WEST, 10.60 FEET; THENCE NORTH 74 DEGREES 42'-28" EAST, 27.44 FEET; THENCE NORTH 15 DEGREES 17'-32" WEST, 19.12 FEET; THENCE NORTH 74 DEGREES 42'-28" EAST, 27.17 FEET; THENCE SOUTH 15 DEGREES 17'-32" EAST, 6.05 FEET; THENCE NORTH 75 DEGREES 56'-18" EAST, 4.13 FEET; THENCE NORTH 90 DEGREES 00'-00" EAST, 1.87 FEET; THENCE SOUTH 0 DEGREES 03'-27" EAST, 3.67 FEET; THENCE SOUTH 90 DEGREES 00'-00" EAST, 4.30 FEET; THENCE SOUTH 0 DEGREES 03'-27" EAST, 9.47 FEET; THENCE NORTH 89 DEGREES 58'-33" EAST, 4.61 FEET; THENCE SOUTH 14 DEGREES 18'-35" EAST, 12.05 FEET; THENCE NORTH 74 DEGREES 52'-27" EAST, 3.14 FEET; THENCE SOUTH 15 DEGREES 07'-33" EAST, 2.90 FEET; THENCE NORTH 74 DEGREES 52'-27" EAST, 16.41 FEET; THENCE NORTH 0 DEGREES 05'-40" WEST, 13.49 FEET; THENCE NORTH 89 DEGREES 54'-20" EAST, 1.80 FEET; THENCE NORTH 0 DEGREES 05'-40" WEST, 9.90 FEET; THENCE SOUTH 89 DEGREES 54'-20" WEST, 1.80 FEET; THENCE NORTH 0 DEGREES 05'-40" WEST, 23.52 FEET; THENCE SOUTH 89 DEGREES 55'-36" EAST, 12.81 FEET TO A CURVE; THENCE 16.81 FEET ALONG THE ARC OF A CURVE CONVEX TO THE SOUTH HAVING A RADIUS OF 9.10 FEET, THE CHORD OF SAID CURVE HAVING A BEARING OF SOUTH 87 DEGREES 34'-02" EAST AND A DISTANCE OF 14.52 FEET; THENCE NORTH 90 DEGREES 00'-00" EAST, 6.46 FEET TO THE PLACE OF BEGINNING;

TOGETHER WITH THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +607.72 FEET U.S.G.S. DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +610.67 FEET U.S.G.S. DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT, THENCE SOUTH 0 DEGREES 01'-10" WEST ALONG THE EAST LINE OF SAID TRACT A DISTANCE OF 107.61 FEET TO THE SOUTHEAST CORNER OF SAID TRACT (THE EAST LINE OF SAID TRACT ALSO BEING THE WEST LINE OF OAK PARK AVENUE); THENCE SOUTH 74 DEGREES 45'-10" WEST ALONG THE SOUTH LINE OF SAID TRACT A DISTANCE OF 163.53 FEET (THE SOUTH LINE OF SAID TRACT ALSO BEING THE NORTH LINE OF STANLEY AVENUE); THENCE NORTH 15 DEGREES 18'-05" WEST, 87.19 FEET; THENCE NORTH 74 DEGREES 42'-28" EAST, 2.66 FEET; THENCE SOUTH 15 DEGREES 17'-32" EAST, 0.37 FEET; THENCE NORTH 74 DEGREES 42'-28" EAST, 24.22 FEET; THENCE SOUTH 15 DEGREES 17'-32" EAST, 19.12 FEET; THENCE NORTH 74 DEGREES 42'-48" EAST, 9.94 FEET; THENCE SOUTH 15 DEGREES 17'-32" EAST, 10.60 FEET; THENCE NORTH 74 DEGREES 42'-28" EAST, 12.17 FEET; THENCE NORTH 15 DEGREES 17'-32" WEST, 10.60 FEET; THENCE NORTH 74 DEGREES 42'-28" EAST, 27.44 FEET; THENCE NORTH 15 DEGREES 17'-32" WEST, 19.12 FEET; THENCE NORTH 74 DEGREES 42'-28" EAST, 27.17 FEET; THENCE SOUTH 15 DEGREES 17'-32" EAST, 6.05 FEET; THENCE NORTH 75 DEGREES 56'-18" EAST, 4.13 FEET; THENCE NORTH 90 DEGREES 00'-00" EAST, 1.87 FEET; THENCE SOUTH 0 DEGREES 03'-27" EAST, 3.67 FEET; THENCE SOUTH 90 DEGREES 00'-00" EAST, 4.30 FEET; THENCE SOUTH 0 DEGREES 03'-27" EAST, 9.47 FEET; THENCE NORTH 89 DEGREES 58'-33" EAST, 4.61 FEET; THENCE SOUTH 14 DEGREES 18'-35" EAST, 12.05 FEET; THENCE NORTH 74 DEGREES 52'-27" EAST, 3.14 FEET; THENCE SOUTH 15 DEGREES 07'-33" EAST, 2.90 FEET; THENCE NORTH 74 DEGREES 52'-27" EAST, 16.41 FEET; THENCE NORTH 0 DEGREES 05'-40" WEST, 13.49 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 05'-40" WEST, 9.90 FEET; THENCE NORTH 89 DEGREES 54'-20" EAST, 1.80 FEET; THENCE SOUTH 0 DEGREES 05'-40" EAST, 9.90 FEET; THENCE SOUTH 89 DEGREES 54'-20" WEST, 1.80 FEET TO THE PLACE OF BEGINNING;

TOGETHER WITH THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +614.12 FEET U.S.G.S. DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +620.31 FEET U.S.G.S. DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT, THENCE SOUTH 0 DEGREES 01'-10" WEST ALONG THE EAST LINE OF SAID TRACT A DISTANCE OF 107.61 FEET TO THE SOUTH EAST CORNER OF SAID TRACT (THE EAST LINE OF SAID TRACT ALSO BEING THE WEST LINE OF OAK PARK AVENUE); THENCE SOUTH 74 DEGREES 45'-10" WEST ALONG THE SOUTH LINE OF SAID TRACT A DISTANCE OF 163.53 FEET

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(THE SOUTH LINE OF SAID TRACT ALSO BEING THE NORTH LINE OF STANLEY AVENUE); THENCE NORTH 15 DEGREES 18'-05" WEST, 67.19 FEET; THENCE NORTH 74 DEGREES 42'-28" EAST, 2.66 FEET; THENCE SOUTH 15 DEGREES 17'-32" EAST, 0.37 FEET; THENCE NORTH 74 DEGREES 42'-28" EAST, 24.22 FEET; THENCE SOUTH 15 DEGREES 17'-32" EAST, 19.12 FEET; THENCE NORTH 74 DEGREES 42'-28" EAST, 9.94 FEET; THENCE SOUTH 15 DEGREES 17'-32" EAST, 10.60 FEET; THENCE NORTH 74 DEGREES 42'-28" EAST, 12.17 FEET; THENCE NORTH 15 DEGREES 17'-32" WEST, 10.60 FEET; THENCE NORTH 74 DEGREES 42'-28" EAST, 27.44 FEET; THENCE NORTH 15 DEGREES 17'-32" WEST, 19.12 FEET; THENCE NORTH 74 DEGREES 42'-28" EAST, 27.17 FEET; THENCE SOUTH 15 DEGREES 17'-32" EAST, 6.05 FEET; THENCE NORTH 75 DEGREES 56'-18" EAST, 4.13 FEET; THENCE NORTH 90 DEGREES 00'-00" EAST, 1.67 FEET; THENCE SOUTH 0 DEGREES 03'-27" EAST, 3.67 FEET; THENCE SOUTH 90 DEGREES 00'-00" EAST, 4.30 FEET; THENCE SOUTH 0 DEGREES 03'-27" EAST, 9.47 FEET; THENCE NORTH 89 DEGREES 56'-33" EAST, 4.61 FEET; THENCE SOUTH 14 DEGREES 15'-35" EAST, 12.05 FEET; THENCE NORTH 74 DEGREES 52'-27" EAST, 3.14 FEET; THENCE SOUTH 15 DEGREES 07'-33" EAST, 2.90 FEET; THENCE NORTH 74 DEGREES 52'-27" EAST, 16.41 FEET; THENCE NORTH 0 DEGREES 05'-40" WEST, 13.49 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 05'-40" WEST, 9.90 FEET; THENCE NORTH 89 DEGREES 54'-20" EAST, 1.80 FEET; THENCE SOUTH 0 DEGREES 05'-40" EAST, 9.90 FEET; THENCE SOUTH 89 DEGREES 54'-20" WEST, 1.80 FEET TO THE PLACE OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NONEXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS DEFINED IN THE LEASE DATED August 28, 2013 BETWEEN CHICAGOLAND RETINAL CONSULTANTS LLC, AN ILLINOIS LIMITED LIABILITY COMPANY (TENANT) AND 6800 STANLEY, LAKESIDE BANK, SPE, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY (LANDLORD) AND AS SET FORTH IN THE MEMORANDUM DATED August 28, 2013 AND RECORDED 8/29/2013 AS DOCUMENT 1324116086

PARCEL 3:

EXCLUSIVE RIGHT TO USE EIGHT PARKING SPACES AS DEFINED IN THE LEASE DATED August 28, 2013 BETWEEN CHICAGOLAND RETINAL CONSULTANTS LLC, AN ILLINOIS LIMITED LIABILITY COMPANY (TENANT) AND 6800 STANLEY, LAKESIDE BANK, SPE, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY (LANDLORD) AND AS DELINEATED IN THE MEMORANDUM DATED 8/28/2013 AND RECORDED 8/29/2013 AS DOCUMENT 1324116086

PARCEL 4:

NON-EXCLUSIVE EASEMENT TO COME ON, OVER AND ACROSS THE CONDOMINIUM PROPERTY FOR THE PURPOSE OF INSTALLING, MAINTAINING, REPAIRING AND REPLACING FROM TIME TO TIME EXTERIOR SIGNAGE AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, PARTY WALLS AND EASEMENTS RECORDED JULY 07, 2009 AS DOCUMENT 09118834071

THE FOLLOWING IS FOR INFORMATIONAL PURPOSES ONLY:

ADDRESS: 6800 W STANLEY AVENUE, BERWYN, IL 60402

PINS: 16-31-115-011-0000, 16-31-115-012-0000 & 16-31-115-013-0000