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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/30/2015 01:00 PM Pg: 1 of 17

Prepared by and when recorded return to:
Elizabeth D. Jensen
Kutak Rock, LLP
1650 Farnam Street
Omaha, Nebraska 68102

Recorder's Use

SUBORDINATION AND ATTORNMENT AGREEMENT

This SUBORDINATION AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of July 23, 2015, by and among PNC CDE 58, LP, a Pennsylvania limited partnership ("PNC Sub-CDE"), NCIF NEW MARKETS CAPITAL FUND XXI CDE, LLC, a Delaware limited liability company ("NCIF Sub-CDE"), URBAN DEVELOPMENT FUND XXXVIII LLC, a Delaware limited liability company ("UDF Sub-CDE" and together with PNC Sub-CDE and NCIF Sub-CDE, "Mortgagee"), XS TENNIS VILLAGE LLC, an Illinois limited liability company ("Landlord") and XS TENNIS AND EDUCATION FOUNDATION, an Illinois not for profit corporation ("Tenant").

RECITALS

WHEREAS, Landlord is the fee simple owner of that certain real property located in Chicago, Cook County, Illinois, and more particularly described in Exhibit B attached hereto (the "Property"); and

WHEREAS, pursuant to that certain Loan Agreement by and between Landlord, XS Tennis THC, Inc., an Illinois not-for-profit corporation and Mortgagee dated as of the date hereof (the "Agreement"), Mortgagee made a loan to Landlord in the aggregate principal amount of \$10,208,250.00 (the "Loan") as evidenced by those five (5) certain promissory notes (collectively, the "Note"). The obligations under this Agreement and Note are secured by a mortgage instrument covering the Property (the "Mortgage") dated as of the date hereof, from Landlord to Mortgagee, and recorded or to be recorded in the real estate records of the aforesaid County and State. This Agreement, the Note and the Mortgage and any and all other documents executed in connection with the Loan, as the same may be amended, renewed, replaced or supplemented from time to time, collectively the "Loan Documents"; and

WHEREAS, under the terms of a certain Real Estate Lease dated July 23, 2015 (the "Lease"), Landlord leased to Tenant all or certain portions of the Property described in the Lease (the "Demised Premises") under the terms and conditions more particularly described therein; and

WHEREAS, the Mortgage provides that the Lease shall be subordinate to the Mortgage and the parties hereto desire to confirm such subordination and to establish rights of quiet and peaceful possession for the benefit of Tenant under the Lease and to define the terms, covenants and conditions precedent for such rights; and

Subordination and Attornment
XS Tennis
4844-6480-6179.1

700424 4065 JR/OEL

SM

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NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and intending to be legally bound, the parties hereto agree as follows:

Section 1. Subordination of Lease. The Lease and the entire right, title and interest of Tenant thereunder are and shall be subject and subordinate in all respects to the lien, right, title and terms of the Loan Documents and, in particular, the Mortgage and all advances made or to be made thereunder.

Section 2. Consent of Tenant. Tenant acknowledges notice of and consents to the Mortgage and the terms and conditions thereof. Tenant agrees to continue making payments of rent and other amounts owed under the Lease to Landlord, and to otherwise recognize the rights of Landlord under the Lease, until notified otherwise in writing by Mortgagee, as herein provided. Landlord, Co-Obligor and Tenant agree that, if Mortgagee delivers to Tenant a notice stating that a default has occurred under the Loan Documents and requesting that all payments due under the Lease be thereafter paid directly to Mortgagee, Tenant shall thereafter make, and is hereby authorized and directed by Landlord and Co-Obligor to make, all such payments directly to Mortgagee, as provided in the Mortgage, without any duty of further inquiry on the part of Tenant.

Section 3. Tenant's Duty to Notify Mortgagee of any Default Under the Lease. Tenant shall provide Mortgagee with prompt notice of any asserted default against Landlord under the Lease. In the event of any act or omission of Landlord or Co-Obligor which would give Tenant the right, immediately or after lapse of time, to cancel or terminate the Lease, or to claim a partial or total eviction or to exercise any other remedy, Tenant shall not exercise such right or remedy until Mortgagee has received notice and a reasonable period of time to cure said default, said cure period commencing after the end of Landlord and Co-Obligor's cure period and after Mortgagee is entitled under the Mortgage to remedy same; provided that Mortgagee shall give Tenant written notice of its intention to, and shall commence and continue with due diligence to, remedy such act or omission. Notwithstanding the foregoing, Mortgagee shall have no obligation to remedy or to continue to remedy any such act or omission.

Section 4. Attornment of Tenant to Mortgagee or Foreclosure Purchaser. If Mortgagee or any Foreclosure Purchaser shall succeed to the rights of Landlord under the Lease, then Tenant shall, upon Lender's election, attorn to and recognize Mortgagee or such Foreclosure Purchaser as Tenant's landlord under the Lease and Mortgagee or such Foreclosure Purchaser shall be conclusively deemed to have accepted such attornment. Such attornment shall be self-operative and effective without execution and delivery of any further instrument, immediately upon Mortgagee's or any Foreclosure Purchaser's succession to the interest of Landlord under the Lease. Upon such attornment, the Lease shall continue in full force and effect as a direct lease between Mortgagee or such Foreclosure Purchaser and Tenant except that Mortgagee or such Foreclosure Purchaser shall not be bound by any amendment or modification of the Lease made without Mortgagee's written consent and except that Mortgagee or such Foreclosure Purchaser shall not be liable to Tenant:

(a) For any past act, default or omission on the part of Landlord or for any accrued obligation of Landlord under the Lease and Tenant shall have no right to assert the same or any damages arising therefrom as an offset or defense against Mortgagee or such Foreclosure Purchaser;

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(b) For the commencement or completion of any construction or any contribution toward construction or installation of any improvements upon the Demised Premises, or any expansion or rehabilitation of existing improvements thereon, or for restoration of improvements following any casualty not required to be insured under the Lease or for the costs of any restoration in excess of the proceeds recovered under any insurance required to be carried under the Lease; or

(c) For any prepayment of rent, rental security or any other sums deposited with Landlord under the Lease and not actually delivered to Mortgagee or such Foreclosure Purchaser.

Mortgagee or such Foreclosure Purchaser shall be liable to Tenant under the Lease only during Mortgagee's or such Foreclosure Purchaser's period of ownership, and such liability shall not continue or survive as to the transferor after a transfer by Mortgagee or such Foreclosure Purchaser of its interest in the Lease and the Demised Premises. Notwithstanding anything to the contrary contained herein, officers, directors, shareholders, agents, servants and employees of Mortgagee shall have no personal liability to Tenant and the liability of Mortgagee shall be limited to Mortgagee's interest in the Property.

Section 5. Modification of Lease. Without Mortgagee's prior written consent, Tenant shall not: (i) amend or terminate the Lease; (ii) prepay any rent or other sums due under the Lease for more than one month in advance of the due dates thereof; (iii) voluntarily surrender the Demised Premises; or (iv) assign the Lease or sublet the Demised Premises or any part thereof other than pursuant to the provisions of the Lease.

Section 6. Representations of Tenant. Tenant represents and warrants to Mortgagee that: (i) Tenant will occupy and is the leasehold owner of the Demised Premises pursuant to the terms of the Lease; (ii) the Lease is in full force and effect, and Tenant has no offsets or defenses to the payment of rent or other sums due thereunder; (iii) no default exists under the Lease; and (iv) all rent and other sums due under the Lease have been paid in full, but have not been paid for more than one month in advance of the due dates thereof.

Section 7. Application of Casualty Insurance Proceeds and Condemnation Awards. Tenant hereby agrees that, notwithstanding anything to the contrary contained in the Lease, the terms and provisions of the Mortgage with respect to the application of casualty insurance proceeds and condemnation awards shall control.

Section 8. Confirmation of Lease Status. Landlord and Tenant hereby agree that, upon Mortgagee's request, they shall from time to time execute and deliver to Mortgagee, and without charge to Mortgagee, an estoppel certificate setting forth whatever information Mortgagee may reasonably require to confirm the current status of the Lease including, without limitation, a confirmation that the Lease is and remains in full force and effect.

Section 9. Definitions. As used in this Agreement, the word "Tenant" shall mean Tenant and/or the subsequent holder of an interest under the Lease, provided the interest of such holder is acquired in accordance with the terms and provisions of the Lease, the word "Mortgagee" shall mean Mortgagee or any subsequent holder or holders of the Mortgage, and the word "Foreclosure Purchaser" shall mean any party other than Mortgagee acquiring title to the Property by purchase at a foreclosure

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sale, by deed or otherwise. Subject to the foregoing, this Agreement shall bind and inure to the benefit of Landlord, Co-Obligor Tenant and Mortgagee, their heirs, legal representatives, successors and assigns.

Section 10. GOVERNING LAW AND JURISDICTION. THIS AGREEMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, EXCLUDING ITS CONFLICT OF LAWS RULES. SUCH PARTIES FURTHER AGREE THAT IN THE EVENT OF DEFAULT, THIS AGREEMENT MAY BE ENFORCED IN ANY COURT OF COMPETENT JURISDICTION IN THE STATE OF ILLINOIS AND THEY DO HEREBY SUBMIT TO THE JURISDICTION OF ANY AND ALL SUCH COURT REGARDLESS OF THEIR RESIDENCE OR WHERE THIS AGREEMENT MAY BE EXECUTED.

Section 11. Changes in Writing. No modification, amendment or waiver of, or consent to any departure by any party from, any provision of this Agreement, nor the entire Agreement, shall be effective unless made in a writing signed by the party to be charged, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

Section 12. Entire Agreement. This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

Section 13. Headings. All headings contained in this Agreement are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Agreement.

Section 14. Illegality. If any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable under any present or future law by the final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be invalid, illegal or unenforceable, there will be added in lieu thereof a provision as similar in effect to such provision as is possible and that such added provision will be legal, valid and enforceable.

Section 15. Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("Notices") must be in writing and will be effective upon receipt. Notices may be given in any manner to which the parties may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. Regardless of the manner in which provided, Notices may be sent to a party's address as set forth in Exhibit A or to such other address as any party may give to the other for such purpose in accordance with this section.

Section 16. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the respective parties and their respective heirs, executors, administrators, successors and assigns; provided, however, that no party may assign this Agreement, in whole or in part, without prior written consent from all other parties to this Agreement.

[Remainder of this Page Intentionally Left Blank]

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Section 17. WAIVER OF JURY TRIAL. EACH OF LANDLORD, CO-OBLIGOR TENANT AND MORTGAGEE IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. LANDLORD, CO-OBLIGOR TENANT AND MORTGAGEE ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY

Landlord, Co-Obligor and Tenant acknowledge that each has read and understood all the provisions of this Agreement, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be execution as of the day and year first written above.

CO-OBLIGOR:

XS TENNIS THC, INC.,
an Illinois not-for-profit corporation

By: _____

Kamau Murray
Kamau Murray
Authorized Signatory

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

On ~~May~~ ^{July} 23, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Kamau Murray known to me to be an Authorized Signatory of XS Tennis THC, Inc., an Illinois not-for-profit corporation and acknowledged to me that such individual executed the within instrument on behalf of said not-for-profit corporation.

WITNESS my hand and official seal.

[Signature]

Notary Public in and for said County and State



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Section 17. WAIVER OF JURY TRIAL. EACH OF LANDLORD, CO-OBLIGOR TENANT AND MORTGAGEE IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. LANDLORD, CO-OBLIGOR TENANT AND MORTGAGEE ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY

Landlord Co-Obligor and Tenant acknowledge that each has read and understood all the provisions of this Agreement, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be execution as of the day and year first written above.

TENANT:

XS TENNIS & EDUCATION FOUNDATION,
an Illinois not-for-profit corporation

By: _____

[Signature]
Kamau Murray
Authorized Signatory

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

On ^{July} ~~May~~ 23, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Kamau Murray known to me to be an Authorized Signatory of XS Tennis & Education Foundation, an Illinois not-for-profit corporation and acknowledged to me that such individual executed the within instrument on behalf of said not-for-profit corporation.

WITNESS my hand and official seal.

[Signature]

Notary Public in and for said County and State



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Section 17. WAIVER OF JURY TRIAL. EACH OF LANDLORD, CO-OBLIGOR, TENANT AND MORTGAGEE IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. LANDLORD, CO-OBLIGOR, TENANT AND MORTGAGEE ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY

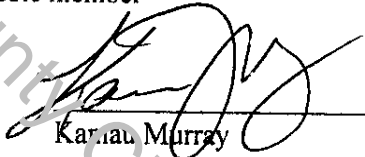
Landlord, Co-Obligor and Tenant acknowledge that each has read and understood all the provisions of this Agreement, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be execution as of the day and year first written above.

LANDLORD:

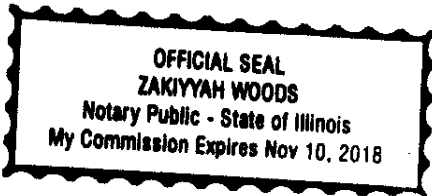
XS TENNIS VILLAGE LLC,
an Illinois limited liability company

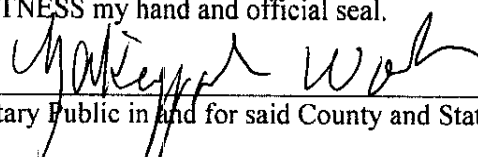
By: XS Tennis THC, Inc.,
an Illinois not-for-profit corporation,
its sole member

By: 
Kamau Murray
Authorized Signatory

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

On May 14, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Kamau Murray known to me to be an Authorized Signatory of XS Tennis THC, Inc. an Illinois not-for-profit corporation, the sole member of XS Tennis Village LLC, an Illinois limited liability company and acknowledged to me that such individual executed the within instrument on behalf of said limited liability company.



WITNESS my hand and official seal.

Notary Public in and for said County and State

[SEAL]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be execution as of the day and year first written above.

NCIF SUB-CDE:

NCIF NEW MARKETS CAPITAL FUND XXI CDE, LLC,
a Delaware limited liability company

By: NCIF Capital, LLC,
a Delaware limited liability company,
its managing member

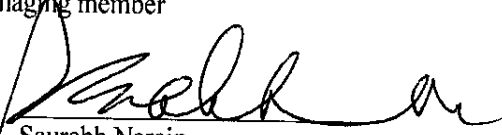
By: National Community Investment Fund,
a charitable trust established under the
laws of the State of Illinois,
its managing member

This is an original document.



State of Illinois - County of Cook
Signed and attested before me on 7-23-2015 (Date) by

Saurabh Narain

By: 
Saurabh Narain
President and Chief Executive Officer

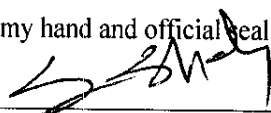
STATE OF IL)
)SS
COUNTY OF Cook)

On July 23, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Saurabh Narain known to me to be a President and Chief Executive Officer of National Community Investment Fund, a charitable trust established under the laws of the State of Illinois, the managing member of NCIF Capital, LLC, a Delaware limited liability company, the managing member of NCIF New Markets Capital Fund XXI CDE, LLC, a Delaware limited liability company and acknowledged to me that such individual executed the within instrument on behalf of said limited liability company.


"OFFICIAL SEAL"
S. SHAH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/16/2015

[SEAL]

WITNESS my hand and official seal.


Notary Public in and for said County and State

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be execution as of the day and year first written above.

PNC SUB-CDE:

PNC CDE 58, LP,
a Pennsylvania limited partnership

By: PNC Community Partners, Inc.,
a Pennsylvania corporation,
its general partner

By: *Michael J. Kwiatkowski*
Michael J. Kwiatkowski
Vice President

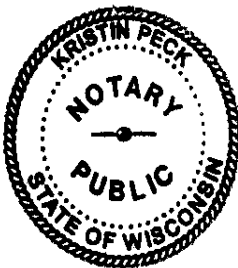
STATE OF Wisconsin)
)SS
COUNTY OF Milwaukee)

On May 19, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael J. Kwiatkowski known to me to be a Vice President of PNC Community Partners, Inc., a Pennsylvania corporation, the general partner of PNC CDE 58, LP, a Pennsylvania limited partnership and acknowledged to me that such individual executed the within instrument on behalf of said limited partnership.

WITNESS my hand and official seal.

Kristin Peck
Notary Public in and for said County and State

[SEAL]



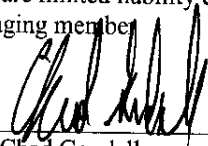
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

UDF SUB-CDE:

URBAN DEVELOPMENT FUND XXXVIII LLC,
a Delaware limited liability company


By: Urban Development Fund, LLC,
a Delaware limited liability company,
its managing member

By: 
Chad Goodall
Vice President

STATE OF IL)
)SS
COUNTY OF Cook)

On July 23, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Chad Goodall known to me to be the Vice President of Urban Development Fund, LLC, a Delaware limited liability company, the managing member of Urban Development Fund XXXVIII LLC, a Delaware limited liability company and acknowledged to me that such individual executed the within instrument on behalf of said limited liability company.

WITNESS my hand and official seal.


Notary Public in and for said County and State Cook IL



UNOFFICIAL COPY**EXHIBIT A
NOTICES***If to Landlord:*

XS Tennis Village LLC
 c/o XS Tennis Inc.
 1301 East 47th Street
 Chicago, Illinois 60653
 Attention: Kamau Murray
 Telephone: (773) 548-7529
 Fax: (773) 681-7067
 Email: kamau_murray@msn.com

with a copy to:

Ginsberg Jacobs LLC
 300 South Wacker Drive, Suite 2750
 Chicago, Illinois 60606
 Attention: Darryl P. Jacobs
 Telephone: (312) 660-9615
 Fax: (312) 660-9612
 Email: djacobs@ginsbergjacobs.com

If to Tenant:

XS Tennis Village LLC
 1301 East 47th Street
 Chicago, Illinois 60653
 Attention: Kamau Murray
 Telephone: (773) 548-7529
 Fax: (773) 681-7067
 Email: kamau_murray@msn.com

with a copy to:

Ginsberg Jacobs LLC
 300 South Wacker Drive, Suite 2750
 Chicago, Illinois 60606
 Attention: Darryl P. Jacobs
 Telephone: (312) 660-9615
 Fax: (312) 660-9612
 Email: djacobs@ginsbergjacobs.com

If to PNC Sub-CDE:

PNC CDE 58, LP
 c/o PNC Bank, N.A.
 20 Stanwix Street, 3rd Floor
 Mailstop P4 P509 03 1
 Pittsburgh, Pennsylvania 15222
 Attention: Asset Manager
 Telephone: (412) 644-8722
 Facsimile: (412) 644-7664
 E mail: nmtcreporting@pnc.com

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with a copy to: Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102
Attention: Scott Neill, Esq.
Telephone: (402) 346-6000
Email: scott.neill@kutakrock.com

If to NCIF Sub-CDE: NCIF New Markets Capital Fund XIV CDE, LLC
c/o National Community Investment Fund
135 South LaSalle Street, Suite 2040
Chicago, Illinois 60603
Attention: Saurabh Narain, Chief Executive
Telephone: (312) 881-5826
Facsimile: (312) 662-6100
E-mail: snarain@ncif.org

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with a copy to:

Dentons US LLP
233 South Wacker Drive, Suite 7800
Chicago, Illinois 60606-6306
Attention: Scott A. Lindquist, Partner
Telephone: (312) 876-8970
Facsimile: (312) 876-7934
E-mail: scott.lindquist@dentons.com

If to UDF Sub-CDE:

Urban Development Fund XXXVIII LLC
c/o Urban Development Fund
216 West Ohio Street, 5th Floor
Chicago, Illinois 60654
Attention: Michael Qualizza
Facsimile: (312) 896-9568

with a copy to:

Holland & Knight LLP
131 South Dearborn Street, 30th Floor
Chicago, Illinois 60603
Attention: Daniel L. Kraus
Facsimile: (312) 578-6666

U.S. Bank National Association
c/o U.S. Bancorp Community Development Corporation
1307 Washington Avenue, Suite 300
St. Louis, Missouri 63103
Attention: Director of Asset Management – NMTC
Reference: #23231
Facsimile: (314) 335-2602

Thompson Coburn LLP
One US Bank Plaza
St. Louis, Missouri 63101
Attention: Amelia Lewis
Facsimile: (314) 552-7044

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*In the case of notice
to any party, a copy
shall also be
provided to:*

PNC CDE 59 XS Tennis Investment Fund, LP
% PNC Bank
Third Floor
20 Stanwix Street
Mailstop P4 P509 03 1
Pittsburgh, PA 15222
Attention: Asset Manager
Facsimile: (412) 644-7664
E mail: nmtcreporting@pnc.com

and

Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102
Attention: Scott Neill, Esq.
Telephone: (402) 346-6000
Email: Scott.neill@kutakrock.com

Property of Cook County Clerk's Office

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EXHIBIT B PROPERTY DESCRIPTION

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

PARCEL 1:

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 13 THROUGH 42 INCLUSIVE IN BLOCK 1, AND LOTS 13 THROUGH 42 INCLUSIVE IN BLOCK 2 OF SCHMUTZ'S SUBDIVISION OF LOTS 11 TO 20 OF TURNER'S SUBDIVISION OF THE EAST PART OF THE NORTHEAST QUARTER OF AFORESAID SECTION 9, RECORDED OCTOBER 10, 1872 AS DOCUMENT 61166;

LOTS 1 THROUGH 12 INCLUSIVE IN A.M. LEWIS' SUBDIVISION OF LOT 21 AND THE NORTH HALF OF LOT 22 IN TURNER'S SUBDIVISION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 9, RECORDED MAY 15, 1886 AS DOCUMENT 717780;

LOTS 1, 2, 5 AND 6 IN BLOCK 1 AND LOTS 1, 2, 5 AND 6 IN BLOCK 2 IN LEWIS SUBDIVISION OF THE SOUTH HALF OF LOT 22 AND LOT 23 IN TURNER'S SUBDIVISION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 9, RECORDED AUGUST 21, 1872 AS DOCUMENT 511084;

LOTS 3 THROUGH 16 INCLUSIVE IN BLOCK 1 AND LOTS 4, 5, 8, 9, 12, 13, AND 16 IN BLOCK 2 IN PETER SHIMP'S SUBDIVISION OF THE NORTH 4 ACRES OFF THE NORTH SIDE OF THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 9, RECORDED JULY 23, 1854 AS DOCUMENT 21021;

LOTS 1, 4, 5, 8, 9, 12, 13, AND 16 IN BLOCK 3 AND LOTS 1 THROUGH 16 INCLUSIVE IN BLOCK 4 IN PETER SHIMP'S SECOND SUBDIVISION OF THE 4 ACRES IN THE NORTHEAST PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 9, RECORDED SEPTEMBER 30, 1859 AS DOCUMENT 23656;

LOTS 1 THROUGH 18 INCLUSIVE IN BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE AND LOTS 14 THROUGH 18 INCLUSIVE IN BLOCK 2, AND THAT PART OF LOTS 6, 7, AND 13 IN BLOCK 2 LYING NORTHERLY OF WEST 54TH STREET AS DEDICATED BY DOCUMENT 18249291, ALL IN NICHOL'S AND MCCULLOUGH'S SUBDIVISION OF THE 4 ACRES SOUTH OF AND ADJOINING THE NORTH 8 ACRES OF THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 9 RECORDED APRIL 22, 1868 AS DOCUMENT 166504;

THAT PART OF WEST 53RD STREET LYING EAST OF SOUTH FEDERAL STREET AND WEST OF SOUTH STATE STREET VACATED AUGUST 16, 1961 BY DOCUMENT 18249290;

THAT PART OF SOUTH DEARBORN STREET LYING SOUTH OF THE NORTH LINE OF LOTS 13 AND 14 IN BLOCK 1 AND LOTS 13 AND 14 IN BLOCK 2 OF SCHMUTZ'S SUBDIVISION AFORESAID AND NORTH OF THE SOUTH LINE OF NICHOL'S AND MCCULLOUGH'S

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SUBDIVISION AFORESAID VACATED AUGUST 17, 1886 BY DOCUMENT 744939 AND AUGUST 16, 1961 BY DOCUMENT 18249290;

PARTS OF VARIOUS PUBLIC ALLEYS LYING EAST OF SOUTH FEDERAL STREET, WEST OF SOUTH STATE STREET, SOUTH OF THE NORTH LINE OF LOTS 13 AND 14 IN BLOCK 1 AND LOTS 13 AND 14 IN BLOCK 2 OF SCHMUTZ'S SUBDIVISION AFORESAID AND NORTH OF THE SOUTH LINE OF NICHOL'S AND MCCULLOUGH'S SUBDIVISION AFORESAID VACATED BY DOCUMENTS 660624, 788121 AND 18249290; AND

A 3 FOOT STRIP OF LAND BEING PART OF A PUBLIC ALLEY VACATED BY DOCUMENT 791591 AND DESCRIBED AS FOLLOWS: LYING EAST OF THE EAST LINE OF SOUTH FEDERAL STREET, SOUTH OF THE SOUTH LINE OF WEST 53RD STREET VACATED BY DOCUMENT 18249290, NORTH OF THE NORTH LINE OF AN 8 FOOT ALLEY VACATED BY DOCUMENT 18249290, WEST OF THE WEST LINES OF LOTS 4, 5, 8, 9, 12, 13 AND 16 IN BLOCK 2 OF PETER SHIMP'S SUBDIVISION RECORDED JULY 23, 1854 AS DOCUMENT 21021, WEST OF THE WEST LINES OF LOTS 1, 4, 5, 8, 9, 12, 13 AND 16 IN BLOCK 3 OF PETER SHIMP'S SECOND SUBDIVISION RECORDED SEPTEMBER 30, 1859 AS DOCUMENT 23656, AND WEST OF THE WEST LINE OF AN ALLEY VACATED JANUARY 7, 1887 BY DOCUMENT 788121, ALL IN COOK COUNTY, ILLINOIS.

LESS AND EXCEPT:

LOTS 35, 38, 39 AND 42 IN BLOCK 1 IN SCHMUTZ'S SUBDIVISION OF LOTS 11 TO 20 OF TURNER'S SUBDIVISION OF THE EAST PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 35, 38, 39 AND 42 IN BLOCK 1 IN SCHMUTZ'S SUBDIVISION OF LOTS 11 TO 20 OF TURNER'S SUBDIVISION OF THE EAST PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

Address:

5251 S. Dearborn Street, Chicago, IL, 60609
and
vacant land near South Dearborn and 54th Street, Chicago, IL

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