Doc# 1725013026 Fee \$66.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

Subordination Clarks Office DATE: 09/07/2017 10:40 AM PG: 1 OF 15 -

ORNTIC File Number: 1782808 4/4 Old Republic National Title 9601 Southwest Highway Oak Lawn, IL 60453 312-641-7799



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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT is made and entered into as of the <u>juth</u> day of **June**, **2017**, by and between **New Cingular Wireless PCS**, **LLC d/b/a AT&T Mobility** (herein, together with its successors and assigns, referred to as "Tenant") and **Wells Fargo Bank**, **N.A** (herein, together with its successors and assigns, referred to as "Lender") and **Chicago Avenue Associates**, **LLC** (herein, together with its successors and assigns, referred to as "Landlord").

WITNESSETH:

Whereas Landlord and Tenant or their predecessors in interest, entered into a Lease dated February 29, 2016 (Gerein, together with all amendments, modifications, restatements, extensions or renewals thereof of supplements thereto, whether now or hereafter existing, referred to as the "Lease") pursuant to which Landlord has leased the premises described in the Lease (herein, as such premises are constituted from time to time, referred to as the "Premises") to Tenant;

Lender has agreed to make a loan (the "Loan") to Landlord, the repayment of which is to be secured by a mortgage, deed of trust, deed to secure debt, or other security instrument (the "Security Instrument") by Landlord to crifor the benefit of Lender, pertaining to the real property located at or 22 E Chicago Ave, in the City of Chicago, State of Illinois; and

Whereas, Tenant desires to insure its peaceful and quiet use and enjoyment of the Premises for purposes permitted by the Lease; and

Whereas, Tenant and Lender are willing to agree that the Lease shall be subject and subordinate to the Security Instrument but shall remain in full force and effect in the event that any proceedings are brought involving foreclosure of the Security Instrument, or if Lender or a purchaser at foreclosure or other sale succeeds to Landlord's interest with respect to any part of the Property.

Now, Therefore, in consideration of the mutual agreements her in contained, Landlord, Tenant and Lender agree as follows:

- A. <u>Subordination</u>. The Lease shall be, and the same is hereby made, subject and subordinate to the Security Instrument.
- B. <u>Tenant Not to be Named</u>. Lender will not name Tenant as a party-defendant, or otherwise join Tenant or disturb Tenant's possession under the Lease, in any suit for foreclosure of the Security Instrument, unless same is required by law and then only to the extent required by law and not for the purpose of terminating or modifying the Lease or disturbing Tenant's possession or use of the Premises.
- C. <u>Non-Disturbance</u>. If any proceedings are brought by Lender to (a) foreclose the Security Instrument or (b) to succeed to the interest of Landlord by foreclosure, deed in lieu thereof or otherwise, Tenant and Lender agree that the Lease (including any options to purchase or rights of first refusal upon purchased contained therein) shall in accordance with all its terms, conditions and covenants remain in full force and effect as a direct lease between Lender and Tenant for the unexpired balance (and any extensions or renewals provided for in the Lease, including, without

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limitation, any extensions or renewals pursuant to options contained in the Lease and previously, at that time or thereafter exercised by Tenant) of the term of the Lease, with the same force and effect as if originally entered into with Lender; and Tenant's possession of the Premises and rights, options, privileges and remedies under the Lease shall not be diminished, interfered with or disturbed by Lender by such foreclosure under the Security Instrument or by any such attempt to foreclose or to succeed to the interest of Landlord by foreclosure, deed in lieu thereof, or otherwise.

- D. <u>Attornment</u>. In the event of any such foreclosure or succession to the interest of Landlord by deed in lieu thereof or otherwise by Lender or by any purchaser of such interest through foreclosure or other sale, Tenant shall attorn to and shall be bound to Lender or such purchaser under all of the terms, conditions and covenants in the Lease for the unexpired balance (and any extensions or renewals provided for in the Lease, including, without limitation, any extensions or renewals pursuant to options contained in the Lease and previously, at that time or thereafter exercised by Tenant) of the term of the Lease without the execution of any further instrument on the part of the parties hereto.
- E. Rent. In the event that Lender notifies Tenant of the occurrence of a default under the Security Instrument and demands that Tenant pay its rent and all other sums due or to become due to Landlord under the Lease directly to Lender, Tenant shall honor the demand and such payment by Tenant directly to Lender eshall be deemed to satisfy Tenant's obligation therefore under the Lease and Tenant shall have no obligation or responsibility for the proper allocation thereof by Lender or any other person. Landlord hereby irrevocably authorizes Tenant to make the foregoing payments to Lender upon such notice and demand. Landlord hereby indemnifies and agrees to defend and hold Tenant harmless from and against any and all loss, cost, damage, claim, liability and expense (including, without limitation attorneys fees of attorneys of Tenant's choice) arising out of or in any way connected with Tenant's compliance with such notice or performance of the obligations under the Lease by Tenant made in good faith in reliance on and pursuant to such notice. Tenant shall be entitled to full credit under the Lease for any rents paid to Lender in accordance with the provisions of the paragraph.
- F. <u>Proceeds</u>. All condemnation awards or insurance proceeds raid or payable with respect to the Property, including the Premises, and received by Lender will be applied as set forth in the Lease.
- G. <u>Limitation of Liability</u>. Notwithstanding anything to the contrary contained herein or in the Lease, in the event of foreclosure of, or other execution on, the Security Instrument (by judicial process, power of sale or otherwise) or conveyance in lieu of foreclosure, Lender shall in no event or to any extent:
- (1) be liable to Tenant for any past act, omission or default on the part of any prior landlord (including Landlord) except acts, omissions or defaults which continue subsequent to the time Lender acquires ownership of the Property, and only to the extent of such continuation;
- (2) be subject to any offsets or defenses which Tenant might have against any prior landlord (but Tenant is not obligated to pay back any offsets taken before the Property was transferred), unless Tenant has given Lender notice and opportunity to cure any default pursuant to the provisions below;
- (3) be liable to Tenant for any payment of rent more than thirty (30) days in advance or any security deposit or any other sums deposited with any prior landlord (including Landlord) and

not delivered to Lender, other than potential overpayments of estimated common area operating costs, common area expenses, taxes, and other pass through items;

- (4) bound by any Lease amendment after the effective date of this Agreement terminating the Lease prior to expiration or termination as expressly provided in the Lease, changing the term of the Lease other than as expressly provided in the Lease (including existing options, if any); reducing the rent or charges payable by Tenant under the Lease or modifying the allocation of the cost of insurance, taxes or other expenses of the operation of the Property; which is made without Lender's written consent which shall not be unreasonably withheld, conditioned or delayed. Lender shall be deemed to have given its consent to any amendment of the Lease to which Lender would not otherwise be bound, if Lender fails to respond, either by reasonably requesting additional information or by disapproving the request, within ten (10) days after Lender's receipt of such request from Landlord or Tenant.
- Cure by Londord Defaults. Tenant agrees to give Lender a copy of any notice of default served upon Landlord which is of a nature as to give Tenant a right to terminate the Lease, reduce rent or other charges, or to credit or offset any amounts against future rents or other charges. Lender shall the reafter have the right, but not the obligation, to cure the default within the expiration of Landlord's cure period, if any, under the Lease.
- Notices. Whenever in this Agreement or in any proceedings involving the foreclosure of or 1. attempt to foreclose the Security Instrument or exercise of any power of sale it shall be required or desired that notice or demand be given or served by either party hereto, such notice or demand shall be in writing and shall be given by Unite 1 States certified or registered mail, postage prepaid, return receipt requested, or by messenger or overnight delivery, addressed to the party for whom it is intended at the following addresses:

AT&T - CRE Lease Administration To Tenant:

One AT&T Way, Room 1B201 × Bedminster, NJ 07921-2694

Attention: Manager, Lease Administration

Chicago Avenue Associates, Llc To Landlord:

535 N Michigan Ave, Ste 200

Chicago, II 60611

Continue Office To Lender: WELLS FARGO BANK, NATIONAL ASSOCIATION

Wells Fargo Bank, National Association

MAC D4003-01E 801 W. 4th Street

Winston-Salem, North Carolina 27101-2501

Attention: Wealth Custom Credit

or to such other addresses as may hereafter be designated by either party by notice to the other given in accordance with this paragraph. Notice shall be deemed given when actually received or refused.

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- J. <u>Successors and Assigns</u>. The obligations and covenants of the parties hereto shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, personal and legal representatives, successors and assigns.
- K. <u>Release</u>. This Agreement shall remain in full force and effect until such time as the Security Instrument is released of record and no longer affects the Property.
- L. <u>Recording</u>. The parties hereto agree that this Agreement may be recorded in the public records in the county where the Premises are located.

IN WITNESS WHEREOF, Lender and Tenant have executed this Agreement as of the day and year first above written.

0	LENDER:	Wells Fargo Bank, N.A
OD PX	Ву:	Atu 7 duly
9	Name:	Steven F. In hot
Ojc	Title:	V.P.
	TENANT:	New Cingular Wireless PCS, LLC d/b/a AT&T Mobility
	By:	sondy Catro
	Name:	Sandy Cafro
	Title:	Arthorized Signatory
		7
	LANDLORD:	Chicago Avenue Associates, LLC
	By:	LIM
	Name:	Arthur Rolourdy
	Title:	Arthur Relourdy Manager

LENDER ACKNOWLEDGEMENT OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

STATE OF	
COUNTY OF Cool	
Personally came before me this	day of August, 2017,
the above named Steven_	Imhot as the
	wells Farso Bank at Credit Union and acknowledged that he or she
executed the roregoing instrument on behalf of sa	iid <u>Vice President</u> and by
its authority, for the purposes set forth therein.	Notary Public May Kh
0x C04	OFFICIAL SEAL MARY KITE NOTARY PUBLIC, STATE OF ILLINOIS COOK COUNTY MY COMMISSION EXPIRES 05/01/2018
TENANT ACKNOWLEDGEM NON-DISTURBANCE AND AT	
STATE OF NEW JERSEY)	
)	
COUNTY OF SOMERSET)	
Personally came before me this _///da	ay of June , 2017, the above named Sandy Cafro
as the Authorized Signatory of New Cingular acknowledged that she executed the foregoing instauthority, for the purposes set forth therein.	
	LAURIE S. MILLER A Notary Public of New Jersey My Commission Expires March 8, 20

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- J. <u>Successors and Assigns</u>. The obligations and covenants of the parties hereto shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, personal and legal representatives, successors and assigns.
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IN WITNESS WHEREOF, Lender and Tenant have executed this Agreement as of the day and year first above written.

t above witten.		
0	LENDER:	Wells Fargo Bank, N.A
100	Ву:	
	Name:	
Ox	Title:	
	TENANT:	New Cingular Wireless PCS, LLC d/b/a AT&T Mobility
	By:	sandy (atro
	Name:	Sandy Cafro
	Title:	Authorized Signatory
		70
	LANDLORD:	Chicago / venue Associates, LLC
	By:	6/11
	Name:	Arshur Palourdy
	Title:	Arshur Palourdy Manager

700317ILNC1_SNDA 4 of 6

LENDER ACKNOWLEDGEMENT OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

COU	NTY OF_)		
	Persona	lly came befor	e me this	day of	, 20,
the	above	named _		<u> </u>	as the
			c	of Alliant Credit Union and ackr	nowledged that he or she
exec	uted the fo	regoing instrur	ment on beha	ılf of said	and by
its au	thority, for	the purposes		ein.	
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STAT	TE OF NEV	V JERSEY)	C/2	
COU	NTY OF S	OMERSET)		
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ae th		-	,	ngular Wireless PCS, LLC d	
				oing instrument on behalf of sa	
		e purposes set			and deliperation and by the
	,			Laure H	h Ale
				Notary Public	ally
				LAURIE S. MILLER	,
				A Notary Public of New	Jersey
				My Commission Expires Ma	arch 8, 20 3.

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LANDLORD ACKNOWLEDGEMENT OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

STATI	E OF	IL)						
COUN	ITY OF	COOK)						
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the	above	named	d	ARTH	LR BALOUR	2005	4	11.000	as	the
	MANA	bac.		c	of GW Proper	ties, LLC — Si	eries 1	8 and ack	knowle	edged
that	he or	she	executed	the	foregoing	instrument	on	behalf	of	said
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LEGAL DESCRIPTION

PARCEL A:

LOT 2 (EXCEPT THE NORTH 102.1 FEET THEREOF MEASURED ON THE WEST LINE THEREOF) IN LAPPIN AND OTHERS' SUBDIVISION OF BLOCK 23 IN THE SUBDIVISION BY COMMISSIONERS OF ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THAT PORTION CONVEYED BY DEED RECORDED AS DOCUMENT 0932345110 AND KNOWN AS THE "LOYOLA PARCEL" CONSISTING OF THE FOLLOWING DESCRIBED PARCELS 2A, 2, 2B, 2C, 2D, 2E, 2F, 2G AND 2H:

PARCEL 2A:

THAT PART OF LOT 2 (EXCEPT THE NORTH 102.1 FEET THEREOF MEASURED ON THE WEST LINE THEREOF), IN LAPPIN AND OTHERS' SUBDIVISION OF BLOCK 23, IN THE SUBDIVISION BY COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OP THE SOUTH FRACTIONAL 1/4 CF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OP THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 AFORESAID; THENCE NORTH 0 DEGREES 21 MINUTES 10 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT, A DISTANCE OF 99.92 FEET TO AN ANGLE CORNER IN SAID LOT; THENCE NORTH 1 DEGREE 48 MINUTES 41 SECONDS WEST, ALONG SAID EAST LINE, 15.43 FEET TO THE POINT OF BEGINNING OF THE PARCEL HER EIN DESCRIBED: THENCE CONTINUING NORTH 1 DEGREE 48 MINUTES 41 SECONDS WEST, ALONG SAID EAST LINE, 1.15 FEET TO THE SOUTH LINE OF THE NORTH 102.1 FELT OF LOT 2 AFORESAID; THENCE SOUTH 89 DEGREES 51 MINUTES 54 SECONDS WEST, ALCING THE SAID SOUTH LINE, 3. 76 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 09 SECONDS EAST, 1.14 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.80 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 2 (EXCEPT THE NORTH 102.1 FEET THEREOF MEASURED ON THE WEST LINE THEREOF) IN LAPPIN AND OTHERS' SUBDIVISION OF BLOCK 23, IN THE SUBDIVISION BY COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 1/4, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 47.97 FEET AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 92.71 FEET. CHICAGO CITY DATUM, EXCEPTING THEREFROM THE FOLLOWING TWO DESCRIBED PARCELS:

PARCEL 1A:

THAT PART OF LOT 2 (EXCEPT THE NORTH 102.1 FEET THEREOF MEASURED ON THE WEST LINE THEREOF) IN LAPPIN AND OTHERS' SUBDIVISION OF BLOCK 23, IN THE SUBDIVISION BY COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 11.37 FEET (AS MEASURED PERPENDICULARLY) NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESAID AND A LINE DRAWN 6.08 FEET (AS MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 2; THENCE SOUTH 89 DEGREES 59

MINUTES 51 SECONDS WEST, ALONG A LINE PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESAID, 9.17 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 09 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 7.37 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9 .17 FEET TO A POINT, SAID POINT BEING 6 .04 FEET (As MEASURED PERPENDICULARLY) WEST OF THE EAST LINE OF LOT 2 AFORESAID; THENCE SOUTH 0 DEGREES 00 MINUTES 09 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 7.37 FEET TO THE POINT OF BEGINNING; SAID PARCEL RAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 47.97 FEET AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 92.71 FEET, CHICAGO CITY DATUM:

AND PART OF PARCEL 2A:

AHAT PART OF LOT 2 (EXCEPT THE NORTH 102.1 FEET THEREOF IMPASURED ON THE WEST LINE THEREOF) IN LAPPIN AND OTHERS' SUBDIVISION OF BLOCK 23, IN THE SUBDIVISION BY COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL VIEPIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 AFORESAID: THENCE NORTH 0 DEGREES 21 MINUTES 10 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT, A DISTANCE OF 99.92 FEET TO AN ANGLE CORNER IN SAID LOT; THENCE NORTH 1 DEGREE 48 MINUTES 41 SECONDS WEST, ALONG SAID EAST LINE, 15.43 FEET TO THE POINT OF BEGINNING OF THE PARCEL AEREIN DESCRIBED: THENCE CONTINUING NORTH 1 DEGREE 48 MINUTES 41 SECONDS WEST, ALONG SAID EAST LINE, 1.15 FEET TO THE SOUTH LINE OF THE NORTH 102.1 FEET OF LOT 2 AFORESAID; THENCE SOUTH 89 DEGREES 51 MINUTES 54 SECONDS WEST, ALONG THE SAID SOUTH LINE, 3.75 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 09 SECONDS EAST, 1,14 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 5]. SECONDS EAST, FERPENDICULAR TO THE LAST DESCRIBED LINE, 3.80 FEET TO THE POINT OF BEGINNING; SAID PARCEL HAVING AS A LOWER LIMIT A HOFIZONTAL PLANE OF ELEVATION (+) 47.97 FEET AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 92.71 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

PARCEL 2B:

THAT PART OF LOT 2 (EXCEPT THE NORTH 102.1 FEET THEREOF MEASURED ON THE WEST LINE THEREOF) IN LAPPIN AND OTHERS' SUBDIVISION OF BLOCK 23, IN THE SUBDIVISION BY COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 10.79 FEET (AS MEASURED PERPENDICULARLY) NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESAID AND A LINE DRAWN 1.15 FEET (AS MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 2; THENCE SOUTH 89 DEGREES 59 MINUTES 51 SECONDS WEST, ALONG A LINE PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESAID, 5.82 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 09 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 12.83 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 51 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 6.32 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 09 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 6,83 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED

LINE, 12.15 FEET TO A POINT, SAID POINT BEING 1.03 FEET (AS MEASURED PERPENDICULARLY) WEST OF THE EAST LINE OF LOT 2 AFORESAID; THENCE SOUTH 0 DEGREES 00 MINUTES 09 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 19.67 FEET TO THE POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 92.71 FEET AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 106.00 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

PARCEL 2C:

THAT PART OF LOT 2 (EXCEPT THE NORTH 102.1 FEET THEREOF MEASURED ON THE WEST LINE THEREOF) IN LAPPIN AND OTHERS' SUBDIVISION OF BLOCK 23, IN THE SUBDIVISION BY COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 43.00 FEET (AS MEASURED PERPENDICULARLY) NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESALL AND A LINE DRAWN 15 99 FEET (As MEASURED PERPENDICULARLY) WEST OF AND PARACLEL WITH THE EAST LINE OF SAID LOT 2: THENCE SOUTH 89 DEGREES 59 MINUTES 31 SECONDS WEST, ALONG A LINE PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESAID 34.00 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 09 SECONDS WEST, PERPENDICIOLAR TO THE LAST DESCRIBED LINE, 73.37 FEET TO THE SOUTH LINE OF THE NORTH 102.1 FEET OF LOT 2 AFORESAID (AS MEASURED ON THE WEST LINE THEREOF) THENCE NORTH 89 DEGREES 51 MINUTES 54 SECONDS EAST, ALONG THE SOUTH LINE OF THE NORTH 102.1 FEET AFORESAID, 34.00 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 09 SECONDS EAST 73.45 FEET TO THE POINT OF **BEGINNING**;

SAID PARCEL HAVING AS A LOWER LIMIT A HCRIZONTAL PLANE OF ELEVATION (+) 92.71 FEET AND HAVING AS AN UPPER LIMIT A HCRIZONTAL PLANE OF ELEVATION (+) 109.67 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

PARCEL 2D:

THAT PART OF LOT 2 (EXCEPT THE NORTH 102.1 FEET THEREOF MEASURED ON THE WEST LINE THEREOF) IN LAPPIN AND OTHERS' SUBDIVISION OF BLOCK 23, IN THE SUBDIVISION BY COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH PANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 2 AFORESAID: THENCE SOUTH 89 DEGREES 59 MINUTES 51 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 57.38 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 0 DEGREES 06 MINUTES 01 SECONDS EAST, ALONG THE WEST LINE OF SAID LCT, 116.35 FEET TO THE SOUTH LINE OF THE NORTH 102.10 FEET OF LOT 2 AFORESAID (AS MEASURED ON THE WEST LINE THEREOF); THENCE NORTH 89 DEGREES 51 MINUTES 54 SECONDS EAST, ALONG THE SOUTH LINE OF THE NORTH 102.1 FEET AFORESAID, 1.17 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 09 SECONDS EAST, 112,26 FEET TO A POINT, SAID POINT BEING 1.37 FEET (AS MEASURED PERPENDICULARLY) EAST OF THE WEST LINE OF LOT 2 AFORESAID; THENCE SOUTH 89 DEGREES 59 MINUTES 51 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.50 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 09 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.43 FEET TO A POINT, SAID POINT BEING 0.88 FEET (AS MEASURED PERPENDICULARLY) EAST OF THE WEST LINE OF LOT 2 AFORESAID AND 0.67 FEET (AS MEASURED PERPENDICULARLY) NORTH OF THE SOUTH LINE OF LOT 2 AFORESAID; THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS EAST, ALONG A LINE 0.67 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESAID, 55.33 FEET TO A POINT, SAID POINT BEING 1.16 FEET (AS MEASURED PERPENDICULARLY) WEST OF THE EAST LINE OF LOT 2 AFORESAID; THENCE NORTH 0 DEGREES 00 MINUTES 09 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 2.88 FEET; THENCE

SOUTH 89 DEGREES 59 MINUTES 51 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.05 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 09 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 96.28 FEET TO A POINT, SAID POINT BEING 0.61 FEET (AS MEASURED PERPENDICULARLY) WEST OF THE EAST LINE OF LOT 2 AFORESAID; THENCE SOUTH 89 DEGREES 59 MINUTES 51 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.57 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 09 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 15.51 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.70 FEET TO THE EAST LINE OF LOT 2 AFORESAID; THENCE SOUTH 1 DEGREE 48 MINUTES 41 SECONDS EAST, ALONG SAID EAST LINE, 15.43 FEET TO AN ANGLE CORNER IN SAID LOT; THENCE SOUTH 0 DEGREES 21 MINUTES 10 SECONDS EAST, ALONG THE EAST LINE OF LOT 2 AFORESAID, 99.92 FEET TO THE POINT OF BEGINNING:

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 92.71 FEET AND HAVING AS AN UPPER LIMIT A HOR1ZONTAL PLANE OF ELEVATION (+) 95.67 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

PARCEL 2E:

THAT PART OF LOT 2 (EXCEPT THE NORTH 102.1 FEET THEREOF MEASURED ON THE WEST LINE THEREOF) IN LAPPIN AND OTHERS' SUBDIVISION OF BLOCK 23, IN THE SUBDIVISION BY COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 11.65 FEET (AS MEASURED PERPENDICULARLY) NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESAID AND A LINE DRAWN 14.57 FIET (AS MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 2; THENCE SOUTH 89 DEGREES 59 MINUTES 51 SECONDS WEST, ALCING A LINE PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESAID, 3.00 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 09 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.00 FEET? THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS EAST, FERPENDICULAR TO THE LAST DESCRIBED LINE, 3.00 FEET; THENCE SOUTH 0 DEGREES 10 MINUTES 09 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.00 FEET TO THE POINT OF BEGINNING:

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 92. 71 FEET AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 97.04 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

PARCEL 2F:

THAT PART OF LOT 2 (EXCEPT THE NORTH 102.1 FEET THEREOF MEASURED CN THE WEST LINE THEREOF) IN LAPPIN AND OTHERS' SUBDIVISION OF BLOCK 23, IN THE SUBDIVISION BY COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 18.61 FEET (AS MEASURED PERPENDICULARLY) NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESAID AND A LINE DRAWN 16. 22 FEET (AS MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 2; THENCE SOUTH 89 DEGREES 59 MINUTES 51 SECONDS WEST, ALONG A LINE PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESAID, 4.00 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 09 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.50 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.00 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 09 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.50 FEET TO THE POINT OF **BEGINNING:**

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 92 .71 FEET AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 95.21 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

PARCEL 2G:

THAT PART OF LOT 2 (EXCEPT THE NORTH 102.1 FEET THEREOF MEASURED ON THE WEST LINE THEREOF) IN LAPPIN AND OTHERS' SUBDIVISION OF BLOCK 23, IN THE SUBDIVISION BY COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 81.25 FEET (AS MEASURED PERPENDICULARLY) NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESAID AND A LINE DRAWN 0.72 FEET (AS MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 2; THENCE SOUTH 89 DEGREES 59 MINUTES 5). SECONDS WEST, ALONG A LINE PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESAID, 15.03 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 09 SECONDS WEST, CERPENDICULAR TO THE LAST DESCRIBED LINE, 17.67 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 51 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 15.03 FET TO A POINT, SAID POINT BEING 0.61 FEET (AS MEASURED PERPENDICULARLY) WEST OF THE EAST LINE OF LOT 2 AFORESAID; THENCE SOUTH 0 DEGREES 00 MINUTES 09 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.67 FEET TO THE POINT OF BEGINNING; SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 92.71 FEET AND HAVING AS AN UPPER L MIT A HORIZONTAL PLANE OF ELEVATION (+) 109.67 FEET, CHICAGO CITY DATUM, IN COCK COUNTY, ILLINOIS.

PARCEL 2H:

THAT PART OF LOT 2 (EXCEPT THE NORTH 102.11 FEET THEREOF MEASURED ON THE WEST LINE THEREOF) IN LAPPIN AND OTHERS' SUBDIVISION OF BLOCK 23, IN THE SUBDIVISION BY COMMISSIONERS OF THE ILLINO'S AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 AFC RE: AID; THENCE NORTH 0 DEGREES 21 MINUTES 10 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT, A DISTANCE OF 99.92 FEET TO AN ANGLE CORNER IN SAID LOT; THENCE NORTH 2. DEGREE 48 MINUTES 41 SECONDS WEST, ALONG SAID EAST LINE, 45.43 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 51 SECONDS WEST, 0.70 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE SOUTH 0 DEGREES 00 MINUTES 09 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 2.49 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 51 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 14.46 FEET; THENCE NORTH 0 DEGREES 00 MIN'UTES 09 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.61 FEET TO THE SOUTH LINE OF THE NORTH 102.1 FEET OF LOT 2 AFORESAID (AS MEASURED ON THE WEST LINE THEREOF); THENCE NORTH 89 DEGREES 51 MINUTES 54 SECONDS EAST, ALONG THE SAID SOUTH LINE, 11.36 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 09 SECONDS EAST, 1.14 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.10 FEET TO THE POINT OF BEGINNING:

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 92.71 FEET AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 112.67 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL A AS CREATED BY

EASEMENT AGREEMENT DATED NOVEMBER 17, 2009 AND RECORDED NOVEMBER 19,

2009 AS DOCUMENT NUMBER 0932345111 BY CHICAGO AVENUE ASSOCIATES, LLC AND LOYOLA UNIVERSITY OF CHICAGO: i.) TO INSTALL, INSPECT, CONSTRUCT, OWN, USE, MAINTAIN AND REPAIR A UTILITY METER, STANDBY POWER GENERATOR, ADVERTISING MEDIA, COMMUNICATION ANTENNAE, SATELLITE DISHES AND ANY INCOME-PRODUCING PROPERTY OR EQUIPMENT AND COMPONENTS OR SUCH OR OTHER EQUIPMENT WHICH MAY, FROM TIME TO TIME, REPLACE SAID EQUIPMENT ON THAT PORTION OF THE ROOF ABOVE THE FIFTH FLOOR AS SHOWN IN EXHIBIT 1-5 ATTACHED THERETO; AND ii.) FOR SUCH OTHER USES AND PURPOSES AS DESCRIBED IN THE EASEMENT AGREEMENT.

Address commonly known as: 20-24 East Chicago Ave Chicago, IL 60611

PIN#: 17-03-229-021-0000