

# UNOFFICIAL COPY



Doc# 1827733102 Fee \$68.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/04/2018 10:24 AM PG: 1 OF 16

This document prepared by and after  
Recording return to:

Ginsberg Jacobs LLC  
300 South Wacker Drive  
Suite 2750  
Chicago, Illinois 60606  
Attn: Darryl P. Jacobs

PIN: SEE EXHIBITS A-1 and A-2

Common Address:

SEE EXHIBITS A-1 and A-2

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898631200  
R.H. (S)

## SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (the "Agreement") made as of September 26, 2018, by and among MB FINANCIAL BANK, N.A., a national banking association (the "Senior Lender"), SCORE SUB-CDE 12, LLC, an Illinois limited liability company ("Junior Lender"), INDUSTRIAL COUNCIL OF NEARWEST CHICAGO, an Illinois not for profit corporation ("Borrower"), KINZIE INDUSTRIAL DEVELOPMENT CORPORATION, an Illinois not for profit corporation ("KIDC") and ACCION/CHICAGO, INC., an Illinois not for profit corporation ("Accion").

### WITNESSETH:

WHEREAS, on the date hereof, the Senior Lender has made a revolving line of credit to the Borrower, KIDC and Accion (collectively, the "Obligors") in the maximum principal amount of \$3,586,114.00 (the "Senior LC Loan") pursuant to that certain Reimbursement Agreement dated on or about the date hereof among Obligors and Senior Lender (the "Senior LC Loan Agreement," and together with all documents or instruments evidencing or securing the Senior LC Loan, the "Senior LC Loan Documents" in connection with the Borrower's development of the Project (as defined in the Senior Loan Agreement); and

WHEREAS, on or about the date hereof, Senior Lender is making a loan to Obligors in the maximum principal amount of \$250,000 ("Senior Commercial Loan"; the Senior Commercial Loan together with the Senior LC Loan shall be referred to herein as the "Senior Loan") pursuant to that certain Business Loan Agreement dated on or about the date hereof (together with all documents or instruments evidencing or securing the Senior Commercial Loan, the "Senior Commercial Loan Documents"; the Senior Commercial Loan Documents and the Senior LC Loan Documents shall be collectively referred to herein at the "Senior Loan Documents"; and

WHEREAS, on or about June 19, 2018, the Junior Lender has made a loan to the Borrower in the principal amount of \$2,000,000.00 (the "Junior Loan"), pursuant to that certain Credit Agreement dated as of June 19, 2018 between the Junior Lender and the Borrower (the "Junior Loan Agreement"), which Junior Loan is evidenced by that certain QLICI Loan Note dated as of June 19, 2018 made by the Borrower for the benefit of the Junior Lender in the principal amount of \$2,000,000.00 (the "Junior Loan Note") in connection with Borrower's operation of its Business (as defined in the Junior Loan Agreement) and guaranteed by KIDC; and

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**WHEREAS**, the Senior LC Loan is secured by, inter alia, that certain Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents dated as of the date of this Agreement from Borrower and KIDC in favor of Senior Lender encumbering the real property of Borrower and KIDC, which property is legally described on Exhibits A-1 and Exhibit A-2 attached hereto (collectively, the "Property"), which mortgage will be recorded with the Office of the Recorder of Deeds for Cook County, Illinois (the "Recorder's Office") prior to the recordation of this Agreement; and

**WHEREAS**, the Senior Commercial Loan is secured by, inter alia, that certain Mortgage dated on or about the date of this Agreement from Borrower and KIDC in favor of Senior Lender encumbering the Property, which mortgage will be recorded with the Recorder's Office prior to recordation of this Agreement; and

**WHEREAS**, the Junior Loan is secured by, inter alia, (a) that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated June 19, 2018 from Borrower in favor of Junior Lender encumbering portion of the Property, which mortgage was recorded with the Recordation Office on June 20, 2018 as Document No. 1817119052 and (b) that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated June 19, 2018 from KIDC in favor of Junior Lender encumbering a portion of the Property, which mortgage was recorded with the Recorder's Office on June 20, 2018 as Document No. 1817119053; and

**WHEREAS**, the Senior Lender is unwilling to consummate the Senior LC Loan unless and until the Obligors' obligations under the Junior Loan Note are subordinated to the payments required by the Obligors under the Senior Loan Documents in the manner hereinafter set forth; and

**NOW THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the Senior Lender, the Junior Lender and the Obligors hereby agree as follows:

(1) Regardless of any priority otherwise available to Junior Lender by applicable law, agreement or otherwise, any lien which Junior Lender may now hold or may at any time hereafter acquire in any or all of the Property is, shall be and shall remain fully subordinated for all purposes to any lien that Senior Lender may now hold in the Property. The Junior Loan and any lien securing the Junior Loan shall continue to be subordinated to the Senior Loan even if the Senior Loan is deemed unsecured, under-secured, subordinated, avoided or disallowed under the Bankruptcy Code or other applicable law. Junior Lender will not, and hereby waive any right to, directly or indirectly contest or support any other person in contesting, in any proceeding, the priority, validity, perfection or enforceability of a lien held by or on behalf of Senior Lender in the Property pursuant to the Senior Loan, or the provisions of this Agreement; provided, however, that nothing in this Agreement shall be construed to prevent or impair the rights of Junior Lender to enforce this Agreement.

(2) All payment obligations of the Obligors to the Junior Lender pursuant to the Junior Loan Note are hereby subordinated in right, title and priority to payment obligations of the Obligors to the Senior Lender pursuant to the Senior Loan Documents.

(3) The Junior Lender hereby agrees that, notwithstanding anything in the Junior Loan Note to the contrary, so long as the Senior Loan Documents are in effect or any payment obligation shall remain outstanding under the Senior Loan Documents:

(a) The Junior Lender shall simultaneously send to the Senior Lender reasonably full and descriptive written notice of any defaults under the Junior Loan Note.

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(b) Except as required for enforcement of Borrower's obligations under Section 5.17 of the Junior Loan Agreement, during the first six (6) months following any default under the Junior Loan Agreement by Borrower, the Junior Lender shall have no right (i) to bring an action or proceeding on or pursuant to the terms and provisions of the Junior Loan Note, or (ii) to commence or to join with any other creditor to commence any bankruptcy, reorganization or insolvency proceeding involving the Borrower, or (iii) enforce any remedies it may have under the terms and provisions of the Junior Loan Note, in each instance, without the prior written consent of the Senior Lender.

(c) If the Junior Lender shall acquire, by subrogation or otherwise, any lien, estate, right or other interest in any real or personal property of the Obligors, which lien, estate, right or other interest is or may be prior in right to Senior Lender's security interest in the Collateral (as defined in the Senior Loan Agreement), each such lien, estate, right or other interest shall be subordinate in all respects to the Senior Lender's security interest in the Collateral.

(d) The Junior Lender shall not pledge, negotiate, assign, hypothecate, transfer, convey or sell the Junior Loan Note or any interest therein or modify or amend any of the terms or provisions thereof without the prior written consent of the Senior Lender, except an assignment of the Junior Loan Note to an affiliate of the Junior Lender, and any permitted pledgee or assignee shall assume in writing the terms and conditions of this Agreement.

(e) In the event: (i) the Obligors are in default under any Senior Loan Documents, and either (A) in the case of a non-monetary default, Obligors are not diligently pursuing cure thereof within the cure period provided for same, if any, under the Senior Loan Documents, or (B) in the case of a monetary default, Junior Lender does not cure same, within ten (10) days of the date of the default, and, in either case, the Senior Lender has provided written notice of such default under the Senior Loan Documents to the Junior Lender; or (ii) any distribution, voluntary or involuntary, by operation of law or otherwise, is made of all or any part of the property of the Obligors to any creditor or creditors of the Obligors by reason of any liquidation of the Obligors, or of any receivership for the Obligors of all or substantially all of either Obligor's property, or of any insolvency or bankruptcy proceedings or assignment for the benefit of the Obligors' creditors, then, and in any such event, any payment or distribution of any kind which shall be payable with respect to the Junior Loan Note or which has been received by the Junior Lender subsequent to the effective date of any of the events described in (i), or (ii) above, shall be held in trust by the Junior Lender for the benefit of the Senior Lender and shall be paid or delivered directly to the Senior Lender for application to any payments due and owing by the Obligors under the Senior Loan Documents. In any such event, the Senior Lender may, but shall not be obligated to, collect any such payment or distribution that would, but for these subordination provisions, be payable or deliverable with respect to the Junior Loan Note. In the event of any of the foregoing occurrences, and until all amounts due and owing under the Senior Loan Documents shall have been fully paid and satisfied and all of the obligations of the Obligors to the Senior Lender have been performed in full, no payment shall be made to or accepted by the Junior Lender in respect of the Junior Loan Note.

(4) The Senior Lender agrees to provide to the Junior Lender, simultaneously with its delivery to the Obligors, a copy of any notice of default or similar notice given by the Senior Lender to the Obligors under or in connection with the Senior Loan Documents. It is acknowledged and agreed between the parties hereto that the failure of the Senior Lender to furnish a copy of any default notice to the Junior Lender in accordance with the provisions of this Paragraph: (i) shall not affect the validity or effectiveness of any such notice given to the Obligors or subject the Senior Lender to any liability to the Junior Lender, and (ii) shall not give the Junior Lender any rights against the Senior Lender and the Senior Lender shall have no liability to the Junior Lender upon the occurrence of such a failure.

(5) No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such

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right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

(6) Each party hereto acknowledges that to the extent that no adequate remedy at law exists for breach of its obligations under this Agreement, in the event such party fails to comply with its obligations hereunder, the other party or parties shall have the right to obtain specific performance of the obligations of such defaulting party, injunctive relief or such other equitable relief as may be available.

(7) Any notice to be given under this Agreement shall be in writing and shall be deemed to be given when received by the party to whom it is addressed. Notices shall be sent by registered mail, hand delivery or by special courier (in each case, return receipt requested). Notices to a party hereto shall be sent to the address set forth below or such other address or addresses as shall be designated by such party in a written notice to the other parties:

If to the Senior Lender to:	MB Financial Bank, N.A. 800 West Madison Street Chicago, IL 607 Attention: Jake Schnur Facsimile: (847) 939-2647
With a copy to:	Ginsberg Jacobs LLC. 300 S Wacker Drive Suite 2750 Chicago, IL 60606 Attention: Darryl P. Jacobs, Esq. Facsimile: 312-660-9612
If to Junior Lender to:	SCORE SUB-CODE 12, LLC c/o Southside Community Optimal Redevelopment Enterprise, LLC 875 N. Michigan Avenue, Suite 1800 Chicago, Illinois 60611 Attention: Angela Woolfolk, CFO Email: <a href="mailto:awoolfolk@McCafferyInterests.com">awoolfolk@McCafferyInterests.com</a>
With copy to:	Applegate & Thorne-Thomsen, P.C. 425 S. Financial Place Suite 1900 Chicago, IL 60605 Attention: Rachel Ittner, Esq. Facsimile: (312) 491-4411
If to the Obligors to:	Industrial Council of Nearwest Chicago 320 N. Damen Avenue Chicago, Illinois 60612 Attn: Executive Director E-Mail: <a href="mailto:steve@industrialcouncil.com">steve@industrialcouncil.com</a>
To ICNC:	Industrial Council of Nearwest Chicago 320 N. Damen Avenue Chicago, Illinois 60612 Attention: Executive Director

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Facsimile: 312-421-1871

With a copy to:

Applegate & Thorne-Thomsen, P.C.  
425 S. Financial Place  
Suite 1900  
Chicago, IL 60605  
Attention: Nicholas J. Brunick, Esq.  
Facsimile: (312) 491-4411

To KIDC:

Kinzie Industrial Development Corporation  
320 N. Damen Avenue  
Chicago, Illinois 60612  
Attention: Executive Director  
Facsimile: 312-421-1871

With a copy to:

Applegate & Thorne-Thomsen, P.C.  
425 S. Financial Place  
Suite 1900  
Chicago, IL 60605  
Attention: Nicholas J. Brunick, Esq.  
Facsimile: (312) 491-4411

To Accion:

Accion/Chicago, Inc.,  
1436 W. Randolph Street  
Suite 300  
Chicago, Illinois 60607  
Attention: Chief Operating Officer  
Facsimile: 312-275-8450

(8) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(9) No amendment, supplement, modification, waiver or termination of this Agreement shall be effective against a party against whom the enforcement of such amendment, supplement, modification, waiver or termination would be asserted, unless such amendment, supplement, modification, waiver or termination was made in a writing signed by such party.

(10) In case any provision contained in this Agreement shall be unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

(11) This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

(12) This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, permitted transferees and assigns.

(13) Any breach of an obligation under this Agreement by the Obligors or the Junior Lender shall constitute a default by the Obligors under the Senior Loan Agreement.


**[SIGNATURE PAGE FOLLOWS]**

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**IN WITNESS WHEREOF**, the parties have duly executed this Agreement and this Agreement shall be dated as of the date first above written.

**SENIOR LENDER:**

MB Financial Bank, N.A.

By: 

Name: Jake Schnur

Title: Associate Vice President

*[Signatures continue on following page]*

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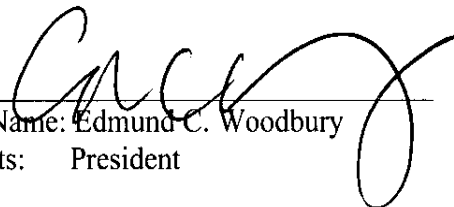
**JUNIOR LENDER:**

**SCORE SUB-CDE 12, LLC, an Illinois limited liability company**

By: Southside Community Optimal  
Redevelopment Enterprise, LLC, an Illinois  
limited liability company, its manager

By: Score Manager LLC, an Illinois limited  
liability company, its manager

By: McCaffery Interests, Inc., an Illinois  
corporation, its manager

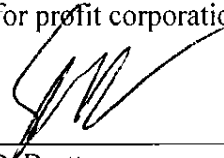
By:   
Name: Edmund C. Woodbury  
Its: President

*[Signatures continue on following page]*

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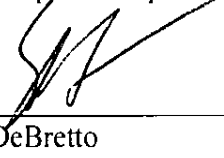
**BORROWER:**

**INDUSTRIAL COUNCIL OF NEARWEST  
CHICAGO,**  
an Illinois not for profit corporation

By:   
Name: Steve DeBretto  
Title: Executive Director

**KIDC:**

**KINZIE INDUSTRIAL DEVELOPMENT COUNCIL,**  
an Illinois not for profit corporation

By:   
Name: Steve DeBretto  
Title: Executive Director

**ACCION:**

**ACCION/CHICAGO, INC.,** an Illinois not for profit  
corporation

By:   
Name: Brad McConnell  
Title: Chief Executive Officer

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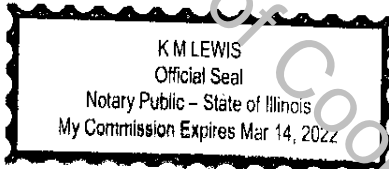


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STATE OF ILLINOIS )  
 ) SS.  
COUNTY COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that EDMUND C. WOODBURY, the President of McCaffery Interests, Inc., in its capacity as Score Manager LLC, in its capacity as manager of Southside Community Optimal Redevelopment Enterprise, LLC, in its capacity as manager of **SCORE SUB-CDE 12, LLC**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19 day of September, 2018.



K M Lewis  
Notary Public

My Commission Expires:

3/14/2022

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STATE OF ILLINOIS )  
  ) SS.  
COUNTY COOK                )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that STEVE DEBRETTO, the Executive Director of **INDUSTRIAL COUNCIL OF NEARWEST CHICAGO**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30 day of August, 2018.

*Veronica Contreras*  
\_\_\_\_\_

Notary Public

My Commission Expires:

12/08/21



Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY COOK        )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that STEVE DEBRETTO, the Executive Director of **KINZIE INDUSTRIAL DEVELOPMENT CORPORATION**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30 day of August, 2018.



Veronica Contreras  
Notary Public

My Commission Expires:

12/08/21

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that BRAD MCCONNELL, the Chief Executive Officer of ACCION/CHICAGO, INC., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30 day of August, 2018.

*Veronica Contreras*

Notary Public

My Commission Expires:

12/08/21



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## EXHIBIT A-1

### Legal Description

(ICNC LOTS)

PARCEL 1:

THE WEST 1/2 OF LOT 27 AND ALL OF LOTS 28 THROUGH 48 INCLUSIVE AND LOTS 1 THROUGH 5 INCLUSIVE IN THE RESUBDIVISION OF LOTS 25, 26 AND THE EAST 1/2 OF LOT 27 IN THOMAS R. GREENE'S SUBDIVISION OF BLOCK 37 IN THE CANAL TRUSTEES SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL OF THE 16 FOOT VACATED ALLEY LYING BETWEEN LOTS 25 THROUGH 36 AND LOTS 37 THROUGH 48 IN THOMAS R. GREENE'S SUBDIVISION OF BLOCK 37 AFORESAID; IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 17 (EXCEPT THE EAST 12 FEET 10 INCHES OF SAID LOT 17) AND ALL OF LOT 18 IN STINSON'S SUBDIVISION OF BLOCK 44 IN THE CANAL TRUSTEES SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 1 THROUGH 6 INCLUSIVE IN SAMUEL M. PARIS'S SUBDIVISION OF LOTS 19 AND 20 IN STINSON'S SUBDIVISION OF BLOCK 44 IN THE CANAL TRUSTEES SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS:

- 17-07-307-001-0000 (AFFECTS PART OF PARCEL 1)
- 17-07-307-002-0000 (AFFECTS PART OF PARCEL 1)
- 17-07-307-003-0000 (AFFECTS PARCEL 2 AND PART OF PARCEL 1)
- 17-07-311-002-0000 (AFFECTS PART OF PARCEL 3)
- 17-07-311-026-0000 (AFFECTS PART OF PARCEL 3)
- 17-07-311-001-0000 (AFFECTS PARCEL 4)

ADDRESSES:

- 320 N. DAMEN AVE., CHICAGO, ILLINOIS
- 2049 W. FULTON STREET, CHICAGO, ILLINOIS
- 2010 W. FULTON STREET, CHICAGO, ILLINOIS
- 2053 W. FULTON STREET, CHICAGO, ILLINOIS
- 2015 W. CARROLL AVE., CHICAGO, ILLINOIS
- 249 W. FULTON STREET, CHICAGO, ILLINOIS

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## EXHIBIT A-2

### Legal Description

(KIDC LOTS)

#### PARCEL 5A:

LOTS 6 THROUGH 16, THE EAST 12 FEET 10 INCHES OF LOT 17 AND THAT PART OF LOTS 4 AND 5 LYING WEST OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF LOT 5, SAID POINT BEING 0.30 OF A FOOT WEST OF THE NORTHEAST CORNER OF SAID LOT 5, THENCE ALONG THE WEST FACE OF THE EXISTING BUILDING ON SAID LOTS 2 AND 3 INCLUSIVE AND PARTS OF LOTS 1, 4 AND 5 THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00 DEGREES 05 MINUTES 57 SECONDS EAST, A DISTANCE OF 3.84 FEET; NORTH 89 DEGREES 51 MINUTES 03 SECONDS EAST, A DISTANCE OF 0.71 OF A FOOT TO A POINT, SAID POINT BEING 0.41 OF A FOOT EAST OF THE WEST LINE OF LOT 4; SOUTH 00 DEGREES 02 MINUTES 15 SECONDS WEST, A DISTANCE OF 30.58 FEET; SOUTH 89 DEGREES 57 MINUTES 45 SECONDS EAST, A DISTANCE OF 0.34 OF A FOOT; SOUTH 42 DEGREES 33 MINUTES 48 SECONDS EAST, A DISTANCE OF 0.62 OF A FOOT; SOUTH 44 DEGREES 55 MINUTES 23 SECONDS WEST, A DISTANCE OF 0.34 OF A FOOT; SOUTH 45 DEGREES 24 MINUTES 47 SECONDS EAST, A DISTANCE OF 1.80 FEET; SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 62.28 FEET; NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 1.08 FEET; NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 0.35 OF A FOOT; NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 1.40 FEET TO A POINT, SAID POINT BEING 0.28 OF A FOOT WEST OF THE EAST LINE OF LOT 5; SOUTH 00 DEGREES 25 MINUTES 21 SECONDS EAST, A DISTANCE OF 25.45 FEET TO A POINT ON THE SOUTH FACE OF A COMMON WALL; SOUTH 00 DEGREES 25 MINUTES 21 SECONDS EAST, A DISTANCE OF 0.24 OF A FOOT TO A POINT ON THE SOUTH LINE OF LOT 5, SAID POINT BEING 0.09 OF A FOOT WEST OF THE EAST LINE OF LOT 5, IN COOK COUNTY, ILLINOIS, ALL IN STINSON'S SUBDIVISION OF BLOCK 44 IN THE CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 5B:

A NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL 5A IN AND TO ALL STRUCTURAL MEMBERS, FOOTINGS, CAISSONS, FOUNDATIONS, COLUMNS AND BEAMS AND OTHER SUPPORTING COMPONENTS LOCATED WITHIN OR COMPRISING A PART OF THE PROPERTY EAST AND ADJOINING FOR THE SUPPORT OF ALL STRUCTURES, FIXTURES, EQUIPMENT AND OTHER IMPROVEMENTS PRESENTLY LOCATED ON, WITHIN OR FORMING A PART OF THE MAIN PROPERTY (AND REPLACEMENTS THEREOF) AS SUCH SUPPORT IS PRESENTLY PROVIDED; AND FOR THE USE BY THE OWNER OF THE LAND OF ALL FACILITIES LOCATED WITHIN THE PROPERTY EAST AND ADJOINING AND PRESENTLY CONNECTED TO FACILITIES LOCATED WITHIN OR ON THE LAND (AND REPLACEMENTS THEREOF) TO THE EXTENT THAT SUCH FACILITIES ARE PRESENTLY UTILIZED IN FURNISHING UTILITY SERVICES TO ANY PORTION OF THE LAND OR ARE OTHERWISE PRESENTLY REASONABLY NECESSARY TO THE EFFICIENT OPERATION OF THE LAND; AND TO INSTALL, USE, AND REMOVE FROM TIME TO TIME, FACILITIES OWNED BY THE OWNER OF THE LAND AND LOCATED IN, OVER, UPON AND THROUGH THE CHASES, CONDUITS, RISERS AND SHAFTS NOW OR IN THE FUTURE EXISTING IN THE

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PROPERTY EAST AND ADJOINING; AS CREATED BY DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED AS DOCUMENT 26249605 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 55000 AND MAIN BANK OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 79-1390, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOTS 30 THROUGH 40, INCLUSIVE IN THOMAS STINSON'S SUBDIVISION OF BLOCK 44 OF CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS:

- 17-07-311-004-0000 (AFFECTS PART OF PARCEL 5A)
- 17-07-311-005-0000 (AFFECTS PART OF PARCEL 5A)
- 17-07-311-006-0000 (AFFECTS PART OF PARCEL 5A AND OTHER PROPERTY)
- 17-07-311-027-0000 (AFFECTS PART OF PARCEL 5A)
- 17-07-311-025-0000 (AFFECTS PARCEL 6)

ADDRESSES:

- 2031 W. FULTON STREET, CHICAGO, ILLINOIS
- 2011 W. FULTON STREET, CHICAGO, ILLINOIS
- 2003 W. FULTON STREET, CHICAGO, ILLINOIS
- 2049 W. FULTON STREET, CHICAGO, ILLINOIS
- 2016 W. WALNUT STREET, CHICAGO, ILLINOIS

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Proprietary of Cook County Clerk's Office