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Doc# 2225541108 Fee \$93.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 09/12/2022 12:53 PM PG: 1 OF 11

This document prepared by  
and after recording return to:  
Carol Whitley

PNC Bank, National Association  
500 First Avenue - 4<sup>th</sup> Floor  
Pittsburgh, PA 15219  
Mailstop 17-PFSC-04-L

### Subordination of Lease Agreement



**THIS SUBORDINATION OF LEASE AGREEMENT** (this "Agreement") is made as of July 13, 2022, by **KLINTWORTH & ROZENBLAT IP LLP**, aka **Klintworth and Rozenblat IP** (the "Tenant"), with an address at 19 North Green Street, Chicago, IL 60607-2605 and **19 N Green St LLC**, a limited liability company (the "Landlord"), with an address at 19 North Green Street, Chicago, IL 60607-2605 in favor of **PNC BANK, NATIONAL ASSOCIATION** (the "Mortgagee"), with an address at 222 Delaware Avenue, Wilmington, DE 19801, Attn: Business Banking.

WITNESSETH THAT:

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

**WHEREAS**, pursuant to a loan agreement or letter agreement (as the same may be amended, renewed, replaced or supplemented from time to time, the "Loan Agreement") and/or a promissory note (as the same may be amended, renewed, replaced or supplemented from time to time, the "Note"), the Mortgagee made one or more loans (the "Loan") to the Landlord. The obligations under the Loan Agreement and Note are secured by a mortgage instrument covering the Property (as the same may be amended, renewed, replaced or supplemented from time to time, the "Mortgage") dated July 13, 2022, from the Landlord to the Mortgagee, and recorded or to be recorded in the real estate records of the aforesaid County and State, and are also secured by an assignment of the Landlord's interest in all leases of the Property (as the same may be amended, renewed, replaced or supplemented from time to time, the "Assignment") and recorded or to be recorded in the real estate records of the aforesaid County and State (the Loan

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Agreement, Note, Mortgage, Assignment 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 Lease Agreement dated April 5, 2016 (as the same may be amended, renewed, replaced or supplemented from time to time, the “**Lease**”), the Landlord leased to the 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 define the terms, covenants and conditions precedent for such rights.

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

1. **Subordination of Lease.** The Lease and the entire right, title and interest of the 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.

2. **Consent of Tenant.** The Tenant acknowledges notice of and consents to the Mortgage, the Assignment and the terms and conditions thereof. The Tenant agrees to continue making payments of rent and other amounts owed under the Lease to the Landlord, and to otherwise recognize the rights of the Landlord under the Lease, until notified otherwise in writing by the Mortgagee, as herein provided. The Landlord and Tenant agree that, if the Mortgagee delivers to the 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 the Mortgagee, the Tenant shall thereafter make, and is hereby authorized and directed by the Landlord to make, all such payments directly to the Mortgagee, as provided in the Mortgage and the Assignment, without any duty of further inquiry on the part of the Tenant.

3. **Tenant’s Duty to Notify Mortgagee of any Default Under the Lease.** The Tenant shall provide the Mortgagee with prompt notice of any asserted default against the Landlord under the Lease. In the event of any act or omission of the Landlord which would give the 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, the 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’s cure period and after Mortgagee is entitled under the Mortgage and the Assignment to remedy same; provided that the Mortgagee shall give the Tenant written notice of its intention to, and shall commence and continue with due diligence to, remedy such act or omission. Notwithstanding the foregoing, the Mortgagee shall have no obligation to remedy or to continue to remedy any such act or omission.

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4. **Modification of Lease.** Without the Mortgagee's prior written consent, the Tenant shall not (a) amend or terminate the Lease, (b) prepay any rent or other sums due under the Lease for more than one month in advance of the due dates thereof, (c) voluntarily surrender the Demised Premises, or (d) assign the Lease or sublet the Demised Premises or any part thereof other than pursuant to the provisions of the Lease.

5. **Representations of Tenant.** The Tenant represents and warrants to the Mortgagee that (a) the Tenant occupies and is the leasehold owner of the Demised Premises pursuant to the terms of the Lease, (b) the Lease is in full force and effect, and the Tenant has no offsets or defenses to the payment of rent or other sums due thereunder, (c) no default exists under the Lease, and (d) 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.

6. **Application of Casualty Insurance Proceeds and Condemnation Awards.** The 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.

7. **Confirmation of Lease Status.** The Landlord and the Tenant hereby agree that, upon the Mortgagee's request, they shall from time to time execute and deliver to the Mortgagee, and without charge to the Mortgagee, an estoppel certificate setting forth whatever information the 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.

8. **Notices.** All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be in writing and will be effective upon receipt. Such notices and other communications may be hand-delivered, sent by facsimile transmission with confirmation of delivery and a copy sent by first-class mail, or sent by nationally recognized overnight courier service, to a party's address set forth above or to such other address as any party may give to the other in writing for such purpose.

9. **Changes in Writing.** No modification, amendment or waiver of, or consent to any departure from, any provision of this Agreement nor consent to any departure by the Landlord or Tenant therefrom will be effective unless made in a writing signed by the Mortgagee, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Landlord or Tenant will entitle the Landlord or Tenant to any other or further notice or demand in the same, similar or other circumstance.

10. **Entire Agreement.** This Agreement 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.

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11. **Counterparts.** This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

12. **Definitions.** As used in this Agreement, the word "Tenant" shall mean the 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, and the word "Mortgagee" shall mean the Mortgagee or any subsequent holder or holders of the Mortgage and the Assignment. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Landlord, the Tenant and the Mortgagee, their heirs, legal representatives, successors and assigns.

13. **Governing Law and Jurisdiction.** This Agreement has been delivered to and accepted by the Mortgagee and will be deemed to be made in the State where the Mortgagee's office indicated above is located. **THIS AGREEMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE MORTGAGEE'S OFFICE INDICATED ABOVE IS LOCATED, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE LAWS OF THE STATE WHERE THE APPLICABLE PROPERTY IS LOCATED (IF DIFFERENT FROM THE STATE WHERE SUCH OFFICE OF THE MORTGAGEE IS LOCATED) SHALL GOVERN THE CREATION, PERFECTION, ENFORCEMENT AND FORECLOSURE OF THE LIENS CREATED HEREUNDER ON THE APPLICABLE PROPERTY OR ANY INTEREST THEREIN.** The Landlord and the Tenant hereby irrevocably consent to the exclusive jurisdiction of any state or federal court in the county or judicial district where the Mortgagee's office indicated above is located; provided that nothing contained in this Agreement will prevent the Mortgagee from bringing any action, enforcing any award or judgment or exercising any rights against the Landlord or Tenant individually, against any security or against any property of the Landlord or Tenant within any other county, state or other foreign or domestic jurisdiction. The Landlord and the Tenant agree that the venue provided above is the most convenient forum for the Mortgagee, the Landlord and the Tenant. The Landlord and the Tenant waive any objection to venue and any objection based on a more convenient forum that either may have in any action instituted under this Agreement.

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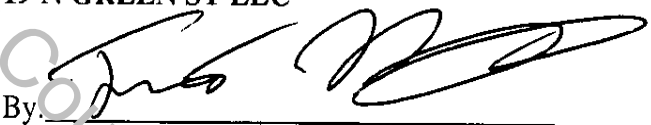
14. **WAIVER OF JURY TRIAL.** EACH OF THE LANDLORD AND THE TENANT IRREVOCABLY WAIVE ANY AND ALL RIGHT THAT ANY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE LANDLORD AND THE TENANT ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

The Landlord and the 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.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

**LANDLORD:**

**19 N GREEN ST LLC**

By: 


(SEAL)

Timothy Klintworth, Manager

**TENANT:**

**KLINTWORTH & ROZENBLAT IP LLP**

By: Klintworth IP LLC, General Partner

By: 

(SEAL)

Timothy Klintworth, Manager

By: Rozenblat IP LLC, General Partner

By: \_\_\_\_\_

(SEAL)

David Rozenblat, Member

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14. **WAIVER OF JURY TRIAL.** EACH OF THE LANDLORD AND THE TENANT IRREVOCABLY WAIVE ANY AND ALL RIGHT THAT ANY 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. THE LANDLORD AND THE TENANT ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

The Landlord and the 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.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

**LANDLORD:**

**19 N GREEN ST LLC**

By: \_\_\_\_\_ (SEAL)

Timothy Klintworth, Manager

**TENANT:**


**KLINTWORTH & ROZENBLAT IP LLP**

By: Klintworth IP LLC, General Partner

By: \_\_\_\_\_ (SEAL)

Timothy Klintworth, Manager

By: Rozenblat IP LLC, General Partner

By:  \_\_\_\_\_ (SEAL)

David Rozenblat, Member

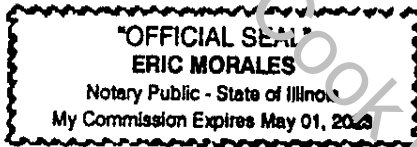
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## ACKNOWLEDGMENTS

STATE OF IL )  
 )  
COUNTY OF COOK ) SS:

On this, the 13<sup>th</sup> day of JULY, 2022, before me, a Notary Public, the undersigned officer, personally appeared TIMOTHY KLINTWORTH, who acknowledged himself/herself to be the MANAGER of 19 N. GREEN ST LLC, a LIMITED LIABILITY COMPANY, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said LIMITED LIABILITY COMPANY.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



*Eric Morales*  
Notary Public

My commission expires:

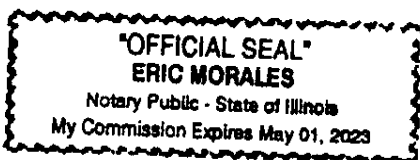
STATE OF IL )  
 )  
COUNTY OF COOK ) SS:

On this, the 13<sup>th</sup> day of JULY, 2022, before me, a Notary Public, the undersigned officer, personally appeared TIMOTHY KLINTWORTH, who acknowledged himself/herself to be the MANAGER of KLINTWORTH IP LLC, a LIMITED LIABILITY COMPANY and a general partner of KLINTWORTH & ROZENBLAT IP LLP, a LIMITED LIABILITY partnership, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said limited liability company as such officer, in said limited liability company's capacity as general partner of said partnership.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Eric Morales*  
Notary Public

My commission expires:



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STATE OF FLORIDA )  
 )  
COUNTY OF PALM BEACH )

SS:

On this, the 13<sup>TH</sup> day of July 2022 before me, a Notary Public, the undersigned officer, personally appeared DAVID ROSENBLAT, who acknowledged himself/herself to be the MANAGER of ROSENBLAT IP LLC, a LIMITED LIABILITY COMPANY and a general partner of KLIWORTH & ROSENBLAT IP LLP a LIMITED LIABILITY partnership, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation as such officer, in said corporation's capacity as general partner of said partnership.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]  
Notary Public

My commission expires: 05/09/2025



Lesya Keen  
Notary Public  
State of Florida  
Comm# HH111109  
Expires 5/9/2025



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## EXHIBIT A

### Legal Description

Tax Parcel Number: 17-08-450-026-0000  
 17-08-450-028-1043  
 17-08-450-028-1044  
 17-08-450-028-1045

Common Address: 19 North Green Street  
 Chicago, IL 60607

Parcel 17-08-450-026-0000 Assessed Address is 19 N Green St  
 Parcel 17-08-450-028-1043 Assessed Address is 23 N Green St  
 Parcel 17-08-450-028-1044 Assessed Address is 23 N Green St  
 Parcel 17-08-450-028-1045 Assessed Address is 23 N Green St

The following described Real Estate Situated in the County of Cook in the State of Illinois to wit:

#### PARCEL 1:

THOSE PARTS OF THE FOLLOWING DESCRIBED TRACT OF LAND; THE SOUTH 1/2 OF LOT 6 AND ALL OF LOTS 9 AND 10, EXCEPT THE EAST 5 FEET FALLING IN THE PUBLIC ALLEY IN BLOCK 54 IN CARPENTERS ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT, THENCE SOUTH 00 DEGREES, 06 MINUTES, 43 SECONDS WEST ALONG THE WEST LINE OF SAID TRACT, 41.15 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING COURSES AND DISTANCES ALONG THE INTERIOR WALLS OF THE SOUTH COMMERCIAL PROPERTY; SOUTH 89 DEGREES, 50 MINUTES, 56 SECONDS EAST, 55.43 FEET; THENCE SOUTH 00 DEGREES, 07 MINUTES, 53 SECONDS EAST, 7.38 FEET; THENCE SOUTH 89 DEGREES, 26 MINUTES, 33 SECONDS EAST, 10.20 FEET; THENCE NORTH 00 DEGREES, 33 MINUTES, 27 SECONDS EAST, 0.17 FEET; THENCE SOUTH 89 DEGREES, 26 MINUTES, 33 SECONDS EAST, 8.61 FEET; THENCE NORTH 00 DEGREES, 07 MINUTES, 53 SECONDS WEST, 7.46 FEET; THENCE SOUTH 89 DEGREES, 26 MINUTES, 33 SECONDS EAST, 14.85 FEET; THENCE SOUTH 00 DEGREES, 02 MINUTES, 53 SECONDS WEST, 7.24 FEET; THENCE SOUTH 89 DEGREES, 57 MINUTES, 07 SECONDS EAST, 6.90 FEET; THENCE NORTH 00 DEGREES, 02 MINUTES, 53 SECONDS EAST, 2.46 FEET; THENCE SOUTH 89 DEGREES, 57 MINUTES, 07 SECONDS EAST, 5.40 FEET; THENCE NORTH 00 DEGREES, 02 MINUTES, 53 SECONDS EAST, 5.02 FEET; THENCE SOUTH 89 DEGREES, 57 MINUTES, 07 SECONDS EAST, 13.04 FEET; THENCE SOUTH 00 DEGREES, 02 MINUTES, 53 SECONDS WEST, 35.28 FEET; THENCE NORTH 89 DEGREES, 54 MINUTES, 47 SECONDS WEST, 6.98 FEET; THENCE NORTH 00 DEGREES, 02 MINUTES, 53 SECONDS EAST, 14.60 FEET; THENCE NORTH 89 DEGREES, 57 MINUTES, 07 SECONDS WEST, 5.00 FEET (TO POINT "C" FOR THE PURPOSE OF THIS LEGAL DESCRIPTION); THENCE SOUTH 00 DEGREES, 02 MINUTES, 53 SECONDS WEST, 20.11 FEET; THENCE NORTH 89 DEGREES, 54 MINUTES, 47 SECONDS WEST, 16.85 FEET; THENCE CONTINUING NORTH 89 DEGREES, 54 MINUTES, 47 SECONDS WEST, 67.20 FEET (TO POINT "D" FOR THE PURPOSE OF THIS LEGAL DESCRIPTION); THENCE CONTINUING NORTH 89 DEGREES, 54 MINUTES, 47 SECONDS WEST, 8.28 FEET; THENCE SOUTH 00 DEGREES,

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## EXHIBIT A

### Legal Description Continued

05 MINUTES, 13 SECONDS WEST, 7.64 FEET; THENCE SOUTH 89 DEGREES, 56 MINUTES, 18 SECONDS WEST, 7.37 FEET; THENCE NORTH 00 DEGREES, 09 MINUTES, 11 SECONDS EAST, 7.65 FEET; THENCE NORTH 89 DEGREES, 54 MINUTES, 47 SECONDS WEST, 2.91 FEET, MORE OR LESS TO THE WEST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES, 06 MINUTES, 43 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACT, 40.62 FEET MORE OR LESS TO THE POINT OF BEGINNING, ALL LYING ABOVE AN ELEVATION OF 17.87 FEET (CITY OF CHICAGO DATUM) AND BELOW AN ELEVATION OF 30.17 FEET, ALSO THAT PART OF THE AFORESAID TRACT BEGINNING AT AFORESAID POINT "D"; THENCE NORTH 89 DEGREES, 54 MINUTES, 47 SECONDS WEST, 8.26 FEET; THENCE SOUTH 00 DEGREES, 05 MINUTES, 13 SECONDS WEST, 7.64 FEET; THENCE SOUTH 89 DEGREES, 56 MINUTES, 18 SECONDS WEST, 7.37 FEET; THENCE NORTH 00 DEGREES, 09 MINUTES, 11 SECONDS EAST, 7.65 FEET; THENCE NORTH 89 DEGREES, 54 MINUTES, 47 SECONDS WEST, 2.91 FEET, MORE OR LESS, TO THE WEST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES, 06 MINUTES, 43 SECONDS EAST ALONG THE WEST LINE OF SAID TRACT, 19.59 FEET; THENCE SOUTH 89 DEGREES, 54 MINUTES, 47 SECONDS EAST, 18.40 FEET; THENCE SOUTH 00 DEGREES, 18 MINUTES, 47 SECONDS EAST, 19.59 FEET, MORE OR LESS, TO POINT "D", ALL LYING ABOVE AN ELEVATION OF 14.60 FEET (CITY OF CHICAGO DATUM) AND BELOW AN ELEVATION OF 17.87 FEET; ALSO EXCEPT THAT PART OF AFORESAID TRACT, BEGINNING AT THE AFORESAID POINT "C"; THENCE SOUTH 00 DEGREES, 02 MINUTES, 53 SECONDS WEST, 20.11 FEET; THENCE 89 DEGREES, 54 MINUTES, 47 SECONDS WEST, 16.85 FEET; THENCE NORTH 00 DEGREES, 02 MINUTES, 53 SECONDS EAST, 20.41 FEET; THENCE 89 DEGREES, 32 MINUTES, 21 SECONDS EAST, 16.85 FEET; THENCE SOUTH 00 DEGREES, 02 MINUTES, 53 SECONDS WEST, 0.19 FEET, MORE OR LESS, TO POINT "C", ALL LYING ABOVE AN ELEVATION OF 17.87 (CITY OF CHICAGO DATUM) AND BELOW AN ELEVATION OF 19.32 FEET, ALL IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1, AS SET FORTH AND DEFINED IN SECTION 2.1 OF THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION AND RECIPROCAL EASEMENTS RECORDED NOVEMBER 23, 2004 AS DOCUMENT NO. 043283410, IN, TO, UNDER, OVER, UPON, THROUGH AND ABOUT THE PART OF THE FOLLOWING DESCRIBED PREMISES DESCRIBED AS THE "CONDOMINIUM PARCEL" IN EXHIBIT B OF SAID DECLARATION, THE SOUTH 1/2 OF LOT 6 AND ALL OF LOTS 9 AND 10, EXCEPT THE EAST 5 FEET FALLING IN THE PUBLIC ALLEY IN BLOCK 54 IN CARPENTER'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT A

### Legal Description Continued

**PARCEL 3:**

UNITS P-24, P-25 AND P-26 TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 23 ON GREEN CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0432834100, AS AMENDED, IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 4:**

NONEXCLUSIVE RIGHT FOR THE BENEFIT OF PARCEL 3, TO USE THOSE PARTS OF THE COMMON ELEMENTS IN 23 ON GREEN CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0432834100, AS AMENDED, AS MAY BE REQUIRED FOR THE PURPOSE OF INGRESS AND EGRESS TO SAID PARCEL 3, AS SET FORTH IN SECTION 4.04 OF THE AFORESAID DECLARATION RECORDED AS DOCUMENT NO. 0432834100, AS AMENDED.

**PARCEL 5:**

PERPETUAL EASEMENT FOR LIGHT AND AIR RECORDED JUNE 23, 2003 AS DOCUMENT NO. 0317419162 AFFECTING THE SOUTHERLY 25 FEET OF THE NORTH 1/2 OF LOT 6 AND THE TERMS AND PROVISIONS CONTAINED THEREIN.