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## SUBORDINATION AGREEMENT

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THIS SUBORDINATION AGREEMENT (this "Agreement") is made this 16th day of May, 1990, by L. THOMAS BALDWIN, III ("Baldwin") for the benefit of NMB VASTGOED FONDS, N.V., a Netherlands corporation (the "Lender").

### RECITALS

WHEREAS, Rookery Partners, an Illinois general partnership (the "Partnership") is the beneficial owner of that certain real property in Chicago, Illinois and the improvements located thereon, as more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, in connection with the acquisition and development of the Property, (i) American National Bank and Trust Company of Chicago made an acquisition loan for the benefit of the Partnership in the principal amount of \$25,500,000 (the "Acquisition Loan"), secured by a first mortgage on the Property, and (ii) Baldwin made a loan to the Partnership in the aggregate principal amount of \$9,000,000 (the "Baldwin Loan"), which Baldwin Loan is evidenced by a Promissory Note dated December 29, 1988 from the Partnership to Baldwin and secured by a second mortgage dated December 29, 1988 from LaSalle National Bank, as Trustee for the benefit of Partnership (as described in said mortgage; hereinafter, the "Land Trustee") and recorded December 29, 1988, as Document No. 88598629 in the office of the Cook County Recorder of Deeds (the "Baldwin Mortgage"); and

WHEREAS, Lender made a \$2,000,000 gap loan (the "Gap Loan") for the benefit of the Partnership evidenced by a Promissory Note dated April 13, 1990 from the Land Trustee, as such, to Lender, and secured by a second mortgage dated April 13, 1990 from the Land Trustee and recorded April 16, 1990 as Document No. 90168670 in the office of the Cook County Recorder of Deeds (the "Gap Loan Mortgage"); and

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This instrument was prepared by:

Susan Bierman, Esq.  
Cole Corette & Abrutyn  
1110 Vermont Avenue, N.W.  
Suite 900  
Washington, D.C. 20005

Street Address: 209 S. LaSalle Street  
Chicago, IL 60603

COOK COUNTY, ILLINOIS  
FOR RECORD

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WHEREAS, in connection with the Gap Loan, Baldwin subordinated the Baldwin Mortgage to the Gap Loan Mortgage pursuant to that certain Subordination Agreement dated April 13, 1990 and recorded April 16, 1990 as Document No. 90168671 in the Cook County Recorder of Deeds; and

WHEREAS, the Lender is willing to make a bridge loan for the benefit of the Partnership in the aggregate principal amount of \$32,000,000 (the "Loan") for the purpose of permitting the Partnership to: (i) repay the outstanding balance (principal plus all accrued and unpaid interest) of the Acquisition Loan, (ii) repay the outstanding balance (principal plus all accrued and unpaid interest) of the Gap Loan and (iii) pay certain hard and soft costs of continuing the Rehabilitation and development of the Property; and

WHEREAS, the Loan will be evidenced by a promissory note of even date herewith and secured by a mortgage of even date herewith on the Property from the Land Trustee, as such, to the Lender (the "Mortgage"); and

WHEREAS, as a condition precedent to the making of the Loan, the Lender has required that the Baldwin Mortgage be subordinated to the Mortgage; and

WHEREAS, Baldwin has agreed to subordinate the Baldwin Mortgage to the Mortgage;

NOW, THEREFORE, in consideration of the premises set forth herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged Baldwin hereby agrees as follows:

1. Subordination of Baldwin Mortgage. The terms, conditions and lien of the Baldwin Mortgage shall in all respects be subordinate and junior to the terms, conditions and lien of the Mortgage when recorded in the office of the Cook County Recorder of Deeds, so that as between Baldwin and the Lender, and Lender's successors and assigns the Lender shall have a prior and superior lien in, on and to all of the Partnership's rights, title and interest in and to the Property. In addition, Baldwin agrees to notify the Lender in writing immediately of the declaration of any default under the Baldwin Mortgage.

2. Representation and Warranty. Baldwin represents and warrants that he has no recorded or unrecorded lien, encumbrance, or security interest in, on and/or to the Property, or any part thereof, or any interest therein other than the Baldwin Mortgage.

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3. Further Assurances. Baldwin will do, execute, acknowledge and deliver all such further acts, instruments, documents and assurances as Lender may hereafter request for the better assuring and confirming unto Lender its prior and superior lien in, on and to all of the Partnership's rights, title and interest in and to the Property.

4. Notice.

(a) All notices, consents, approvals, requests, demands, requisitions and other communications hereunder will be in writing in the English language addressed to the appropriate party at the address set forth under its name below with an informational copy of all such communications sent to counsel for the parties at the addresses set forth below, and will be given by personal delivery, mail, telegram, telex or cable, and will be deemed given:

- (i) if delivered by hand; or
- (ii) if to a United States addressee only, if sent by registered mail, return receipt requested; or
- (iii) if sent by domestic (to a United States addressee only) or international commercial courier service;

to the party to whom such notice is intended to be given, as set forth below.

(b) Any communications delivered by hand shall be deemed to have been duly given and received on the day after the day on which it was so delivered (even if rejected by the receiving party) and any communication sent by registered mail to a United States address shall be deemed to have been duly given and received three days after deposit in the United States mail, and any communications sent by domestic commercial courier service and international commercial courier service shall be deemed to have been duly given two and four days respectively following the day on which it was duly deposited with the courier service;

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(c) Until changed by notice duly given in the manner aforesaid, the addresses of the parties hereto for the purposes aforesaid shall be:

(i) Lender: NMB Vastgoed Fonds, N.V.  
"ATRIUM"  
Strawinskylaan 3083  
1077 ZX Amsterdam  
The Netherlands

Attention: Nick Fennes  
Telephone - 011 31 20 661 1169  
Telecopier - 011 31 20 44 9065

with a copy to: Cole Corette & Abrutyn  
1110 Vermont Avenue, N.W.  
Suite 900  
Washington, D.C. 20005

Attention: Susan Bierman, Esq.  
Telephone - (202) 872-1414  
Telecopier - (202) 296-8238

(ii) Baldwin: T. Baldwin Development Co.  
Suite 3420  
Board of Trade Building  
Chicago, Illinois 60604

Attention: L. Thomas Baldwin III  
Telephone - (312) 786-4600  
Telecopier - (312) 786-4615

with a copy to: Sidley & Austin  
One First National Plaza  
Chicago, Illinois 60603

Attention: David Hill  
Telephone: (312) 853-7000  
Telecopier: (312) 853-7312

(d) party will be entitled to change its address for purposes of notice by notice in writing communicated in accordance with the provisions of this Section.

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5. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of Baldwin.

IN WITNESS WHEREOF, this Agreement has been duly executed by Baldwin on the first day hereinbefore written.

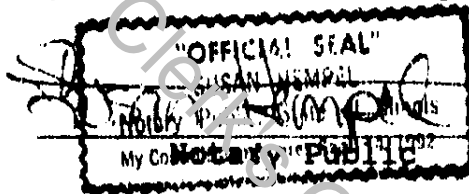
L.T. Baldwin  
L. THOMAS BALDWIN, III

John O'Malley  
John O'Malley  
Attorney-in-Fact for  
L. Thomas Baldwin, III

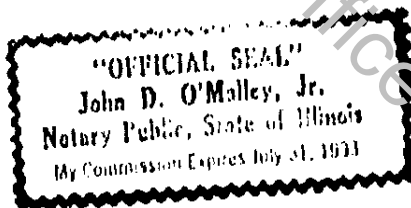
STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

I, the undersigned a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ~~John O'Malley, of Baldwin Development Company, as the Attorney-in-Fact for L. Thomas Baldwin, III,~~ 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, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this <sup>2<sup>nd</sup></sup> 16th day of May, 1990.



My Commission Expires:  
July 31, 1992



John D. O'Malley, Jr.  
NOTARY Public

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## Exhibit A

### PROPERTY DESCRIPTION

#### PARCEL 1:

LOTS 33, 34, 35, 36, 37, 38 AND 39, THE EAST 8 FEET OF LOTS 40 AND 43, AND LOTS 44, 45, 46, 47, 48, 49 AND 50 ALL IN BLOCK 116 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; SAID PROPERTY BEING BOUNDED BY ADAMS STREET ON THE NORTH, AN ALLEY ON THE EAST, QUINCY STREET ON THE SOUTH AND LA SALLE STREET ON THE WEST, HAVING FRONTAGE OF 178.74 FEET, MORE OR LESS, ON LA SALLE STREET, BY 177.67 FEET, MORE OR LESS, ON ADAMS STREET.

#### PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT GRANT MADE BY THE CITY OF CHICAGO, AN ILLINOIS MUNICIPAL CORPORATION, TO CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION DATED DECEMBER 22, 1982 AND RECORDED DECEMBER 23, 1982 AS DOCUMENT 26447805 UPON WHICH IS ERECTED AN ELEVEN-STORY STRUCTURE WHICH TOGETHER WITH THE FOUNDATIONS AND ALL FLOORS BELOW THE GROUND EXTENDING TO THE EXTERIOR PERIMETER WALLS IS HEREINAFTER REFERRED TO AS THE "STRUCTURE", IN AND TO THAT CERTAIN REAL PROPERTY DESCRIBED AS FOLLOWS:

#### PARCEL A-ONE:

THAT PORTION OF THE REAL PROPERTY DESCRIBED IN EXHIBIT B BELOW, (I) WHICH LIES ABOVE THE SURFACE OF THE GROUND (II) WHICH IS PART OF THE STRUCTURE AND (III) WHICH ENCLOSES BEYOND THAT CERTAIN REAL PROPERTY DESCRIBED AS PARCEL 1;

#### PARCEL A-TWO:

THAT PORTION OF THE REAL PROPERTY DESCRIBED IN EXHIBIT B BELOW, (I) WHICH LIES BELOW THE SURFACE OF THE GROUND (II) WHICH COMPRISES THE EXTERIOR OF THE STRUCTURE AND THE INTERIOR OF SUCH STRUCTURE WHICH IS LEGALLY DESCRIBED AS TRACTS 1, 2, 3, 4 OF EXHIBIT A BELOW; AS SUCH PROPERTY MAY OTHERWISE SHIFT OR SETTLE OR OTHERWISE.

THE ABOVE DESCRIBED PARCEL A-ONE AND PARCEL A-TWO BEING HEREINAFTER COLLECTIVELY REFERRED TO AS THE "EASEMENT PREMISES".

### EXHIBIT "A"

THAT CERTAIN REAL PROPERTY

I. WHICH

(A) ON THE NORTH -- IS BOUNDED BY THE CENTER LINE OF ADAMS STREET



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(B) ON THE WEST -- IS BOUNDED BY THE CENTER LINE OF LA SALLE STREET

(C) ON THE SOUTH -- (I) ABOVE THE SURFACE OF THE GROUND BY THE CENTER LINE OF QUINCY STREET; (II) BELOW THE SURFACE OF THE GROUND BY (A) THE EXTERIOR OF THE PERIMETER WALLS AND FOUNDATIONS OF THE STRUCTURE AS DEFINED BELOW THE INTERIOR BOUNDARIES OF WHICH ARE LEGALLY DESCRIBED BY THE WEST, SOUTH AND EAST BOUNDARIES OF TRACT 1 BELOW TO THE EXTENT SUCH WALLS AND FOUNDATIONS EXTEND SOUTH OF THE CENTER LINE OF QUINCY STREET (SUBJECT TO THE RIGHTS OF THE ADJACENT OWNERS) AND (B) OTHERWISE BY THE CENTER LINE OF QUINCY STREET.

(D) ON THE EAST -- (I) ABOVE THE SURFACE OF THE GROUND BY THE CENTER LINE OF THE PUBLIC ALLEY RUNNING BETWEEN QUINCY STREET AND ADAMS STREET ("PUBLIC ALLEY"); (II) BELOW THE SURFACE OF THE GROUND BY (A) THE EXTERIOR OF THE PERIMETER WALLS AND FOUNDATIONS OF THE STRUCTURE THE INTERIOR BOUNDARIES OF WHICH ARE LEGALLY DESCRIBED BY THE NORTH, EAST AND SOUTH BOUNDARIES OF TRACT 4 BELOW TO THE EXTENT SUCH WALLS AND FOUNDATIONS EXTEND EAST OF THE CENTER LINE OF THE PUBLIC ALLEY (SUBJECT TO THE RIGHTS OF THE ADJACENT OWNERS) AND (B) OTHERWISE BY THE CENTER LINE OF THE PUBLIC ALLEY.

II. WITHIN A PORTION OF WHICH LIE BOTH THE PROPERTY DESCRIBED IN PARCEL 1 AND THE EASEMENT PREMISES WHICH ARE THAT PORTION OF THIS EXHIBIT A PROPERTY (I) WHICH LIES BELOW THE SURFACE OF THE GROUND, (II) WHICH COMPRISES THE FOUNDATIONS AND ALL BELOW GROUND FLOORS OF THE STRUCTURE, EXTENDING TO THE EXTERIOR OF ITS PERIMETER WALLS, AND (III) THE INTERIOR OF WHICH PERIMETER WALLS ARE LEGALLY DESCRIBED AS:

THOSE PARTS OF THE PUBLIC RIGHTS OF WAY ADJOINING LOTS 33, 34, 35, 36, 37, 38 AND 39, THE EAST 8 FEET OF LOTS 40 AND 43 AND LOTS 44, 45, 46, 47, 48, 49 AND 50 IN BLOCK 115 IN SCHOOL SECTION ADDITION TO CHICAGO OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

#### TRACT 1:

THAT PART OF THE PUBLIC RIGHT OF WAY KNOWN AS W. QUINCY STREET, AND THE WESTERLY EXTENSION THEREOF, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF W. QUINCY STREET AND THE EAST LINE OF N. LASALLE STREET, AS WIDENED, THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS EAST, ALONG THE NORTH LINE OF W. QUINCY STREET AND SAID NORTH LINE EXTENDED, A DISTANCE OF 196.18 FEET TO THE WESTERLY FACE OF BASEMENT WALL; THENCE SOUTH 00 DEGREES 48 MINUTES 45 SECONDS EAST, ALONG SAID WALL, A DISTANCE OF 1.84 FEET; THENCE WEST ALONG SAID WALL, 1.0 FEET; THENCE SOUTH 00 DEGREES 43 MINUTES 43 SECONDS WEST ALONG SAID WALL, A DISTANCE OF 32.62 FEET TO THE NORTH FACE OF BASEMENT WALL; THENCE NORTH 89 DEGREES 47 MINUTES 57 SECONDS WEST ALONG SAID WALL, A DISTANCE OF 169.56 FEET; THENCE NORTH ALONG SAID WALL, 1.50 FEET; THENCE SOUTH 89 DEGREES 20 MINUTES 49 SECONDS

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WEST, ALONG THE NORTH FACE OF BASEMENT WALL, 10.09 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 44 SECONDS WEST ALONG SAID WALL, A DISTANCE OF 7.25 FEET, TO THE NORTH OF BASEMENT WALL; THENCE NORTH 89 DEGREES 48 MINUTES 16 SECONDS WEST ALONG SAID WALL, A DISTANCE OF 27.81 FEET TO THE EAST FACE OF WALL; THENCE NORTH 00 DEGREES 25 MINUTES 40 SECONDS WEST ALONG SAID WALL, A DISTANCE OF 6.75 FEET, TO A JOG IN SAID WALL; THENCE NORTH 89 DEGREES 34 MINUTES 20 SECONDS EAST ALONG SAID WALL, A DISTANCE OF 1.50 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 40 SECONDS WEST, ALONG THE FACE OF BASEMENT WALL, A DISTANCE OF 27.48 FEET, TO A JOG IN THE WALL; THENCE SOUTH 89 DEGREES 34 MINUTES 20 SECONDS WEST ALONG SAID WALL, 1.50 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 40 SECONDS WEST, ALONG THE FACE OF BASEMENT WALL, A DISTANCE OF 6.13 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF WEST QUINCY STREET, EXTENDED WEST, THENCE SOUTH 89 DEGREES, 48 MINUTES 16 SECONDS EAST, ALONG SAID LINE EXTENDED, A DISTANCE OF 12.98 FEET TO THE POINT OF BEGINNING (EXCEPTING THAT PART OF THE DESCRIBED TRACT WHICH FALLS WITHIN THE EAST 8 FEET OF LOT 25 AND LOT 26 IN BLOCK 116 IN SCHOOL SECTION ADDITION TO CHICAGO), IN COOK COUNTY, ILLINOIS

## TRACT 2:

THAT PART OF THE PUBLIC RIGHT OF WAY KNOWN AS S. LA SALLE STREET DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF W. QUINCY STREET, AND THE EAST LINE OF S. LA SALLE STREET, AS WIDENED; THENCE NORTH 00 DEGREES 00 MINUTES 35 SECONDS EAST ALONG THE EAST LINE OF S. LA SALLE STREET, 178.74 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF W. ADAMS STREET; THENCE NORTH 89 DEGREES 46 MINUTES 20 SECONDS WEST, ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF W. ADAMS STREET, A DISTANCE OF 12.81 FEET TO ITS INTERSECTION WITH THE EASTERLY FACE OF BASEMENT WALL; THENCE SOUTH 00 DEGREES 18 MINUTES 17 SECONDS WEST ALONG THE FACE OF SAID WALL, A DISTANCE OF 85.75 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 07 SECONDS EAST, ALONG THE FACE OF SAID WALL A DISTANCE OF 76.99 FEET; THENCE SOUTH 00 DEGREES 25 MINUTES 40 SECONDS EAST ALONG THE FACE OF SAID WALL, A DISTANCE OF 16.01 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF WEST QUINCY STREET EXTENDED WEST; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS EAST ALONG SAID LINE EXTENDED, 12.98 FEET THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

## TRACT 3:

THAT PART OF THE PUBLIC RIGHT OF WAY KNOWN AS W. ADAMS STREET AND THE WESTERLY EXTENSION THEREOF, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SOUTH LA SALLE STREET, AS WIDENED, AND THE SOUTH LINE OF W. ADAMS STREET; THENCE NORTH 89 DEGREES 46 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF W. ADAMS STREET EXTENDED, A DISTANCE OF 12.81 FEET TO ITS INTERSECTION WITH THE EASTERLY FACE OF BASEMENT WALL; THENCE NORTH 00 DEGREES 18 MINUTES 17 SECONDS EAST ALONG THE EAST FACE OF SAID WALL, A DISTANCE OF 10.20 FEET, TO THE SOUTH FACE OF BASEMENT WALL; THENCE SOUTH 89 DEGREES 55 MINUTES 37 SECONDS EAST, ALONG THE FACE OF SAID WALL, A DISTANCE OF 25.88 FEET TO THE WEST FACE OF WALL OF A CONCRETE VAULT; THENCE SOUTH 00

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DEGREES 20 MINUTES 53 SECONDS WEST ALONG THE WEST FACE OF SAID WALL, DISTANCE OF 9.43 FEET TO THE SOUTH FACE OF SAID VAULT WALL; THENCE SOUTH 89 DEGREES 39 MINUTES 07 SECONDS EAST ALONG THE SOUTH FACE OF SAID WALL, 36.04 FEET, TO THE EAST FACE OF SAID VAULT WALL; THENCE NORTH 00 DEGREES 20 MINUTES 53 SECONDS EAST ALONG EAST FACE OF SAID WALL, 9.66 FEET TO THE SOUTH FACE OF BASEMENT WALL; THENCE SOUTH 89 DEGREES 48 MINUTES 41 SECONDS EAST ALONG THE SOUTH FACE OF BASEMENT WALL, A DISTANCE OF 136.96 FEET TO THE WEST FACE OF BASEMENT WALL; THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST ALONG THE FACE OF SAID WALL, A DISTANCE OF 10.52 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF WEST ADAMS STREET, EXTENDED EAST; THENCE NORTH 89 DEGREES 46 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF WEST ADAMS STREET AND SAID SOUTH LINE EXTENDED, A DISTANCE OF 198.87 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

#### TRACT 4:

THAT PART OF THE 20 FEET PUBLIC ALLEY LYING EAST OF AND ADJOINING LOTS 33 AND 50 IN BLOCK 116 IN SCHOOL SECTION ADDITION TO CHICAGO, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH EAST CORNER OF SAID LOT 33; BEING ALSO THE NORTH LINE OF WEST QUINCY STREET AND THE WEST LINE OF SAID 20 FOOT PUBLIC ALLEY; THENCE DUE NORTH ALONG THE EAST LINE OF SAID LOTS 33 AND 50, BEING ALSO THE WEST LINE OF ALLEY, A DISTANCE OF 178.64 FEET TO THE NORTH EAST CORNER OF LOT 50 AND THE SOUTH LINE OF WEST ADAMS STREET; THENCE SOUTH 89 DEGREES 46 MINUTES 20 SECONDS EAST ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF WEST ADAMS STREET, A DISTANCE OF 8.39 FEET TO THE WEST FACE OF BASEMENT WALL; THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS WEST ALONG THE FACE OF SAID WALL, A DISTANCE OF 102.25 FEET, TO A JOG IN SAID BASEMENT WALL; THENCE EAST ALONG THE SOUTH FACE OF WALL, A DISTANCE OF 7.09 FEET TO THE WESTERLY FACE OF BASEMENT WALL; THENCE SOUTH 00 DEGREES 17 MINUTES 37 SECONDS EAST ALONG THE FACE OF SAID WALL, A DISTANCE OF 50.75 FEET TO A JOG IN SAID WALL; THENCE EAST ALONG THE SOUTH FACE OF WALL, A DISTANCE OF 2.57 FEET TO THE WESTERLY FACE OF BASEMENT WALL; THENCE SOUTH 00 DEGREES 48 MINUTES 45 SECONDS EAST ALONG SAID WALL, A DISTANCE OF 25.66 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF WEST QUINCY STREET EXTENDED EAST; THENCE NORTH 89 DEGREES 48 MINUTES 16 SECONDS WEST, ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF WEST QUINCY STREET, A DISTANCE OF 18.48 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

#### EXHIBIT "B"

THAT CERTAIN REAL PROPERTY (I) WHOSE EXTERIOR BOUNDARIES ARE THE BOUNDARIES OF THE PARCEL DESCRIBED IN EXHIBIT A AND (II) WHOSE INTERIOR BOUNDARIES ARE THE BOUNDARIES OF THE PARCEL DESCRIBED AS PARCEL 1.

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