SUPPRDINATION AGREEMENT

AFTER RECORDING RETURN TO BOX 436 20812



Property of Coot County Clert's Office

### SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "Agreement") is entered into as of this 17th day of November 1997 by and among (i) ENTERPRISE MORTGAGE INVESTMENTS, INC., a Maryland Corporation (the "Senior Lender"), (ii) LASALLE NATIONAL BANK, a national banking association (the "Subordinate Lender"), and (iii) PARKSIDE TERRACES LIMITED PARTNERSHIP, an Illinois limited partnership ("Borrower").

### Recitals

- A. The Senior Lender has made or is making a loan (the "First Mortgage Loan") to the Borrower in the original principal amount of \$585,000.00. The First Mortgage Loan is or will be secured by a first mortgage lien (the "First Mortgage") on a multifamily housing project located in the City of Chicago, Cook Courty, Illinois (the "Property"). The Property is more fully described in Exhibit A attached hereto. The Borrower's obligation to repay the First Mortgage Loan is evidenced by a Multifamily Note dated November 17, 1997 together with all addenda (the "First Mortgage Note"), and is due in full on December 1, 2022.
- B. The Subordinate Lepder previously made a mortgage loan to Borrower in the original principal amount of \$250,000.00(the "Subordinate Loan"), and Borrower requested the Senior Lender to permit the Subordinate Loan to remain outstanding, secured by a mortgage lien against the Property.
- C. The Senior Lender has agreed to permit the Subordinate Lender to leave the Subordinate Loan outstanding, and to maintain a Subordinate Mortgage lien against the Property subject to all of the conditions contained in this Agreement.
- D. The Senior Lender intends to sell, transfer and deliver the First Mortgage Note and assign the First Mortgage to Federal National Mortgage Association ("Fannie Mae").

NOW, THEREFORE, in order to induce the Senior Lender to permit the Subordinate Loan to remain outstanding secured by a subordinate mortgage lien against the Property, and in consideration thereof, the Senior Lender, the Subordinate Lender and the Borrower agree as follows:

#### 1. Definitions.

中の時間のののの

In addition to the terms defined in the Recitals to this Agreement, for proposes of this Agreement the following terms have the respective meanings set forth below:

"Affiliate" means, when used with respect to a Person, any corporation, partnership, joint venture, trust or individual controlled by, under common control with, or which controls such Person (the term "control" for these purposes shall mean the ability, whether by the ownership of shares or other equity interests, by contract or otherwise, to elect a majority of the directors of a corporation, to make management decisions on behalf of, or independently to select the managing partner of, a partnership, or otherwise to have the power independently to remove and then select a majority of those individuals exercising managerial authority over an entity, and control shall be conclusively presumed in the case of the ownership of 50% or more of the equity interests).

Property of Cook County Clerk's Office

"Borrower" means the Person named as such in the first paragraph of this Agreement and any other Person (other than the Senior Lender) who acquires title to the Property after the date of this Agreement.

"Business Day" means any day other than Saturday, Sunday or a day on which the Senior Lender is not open for business.

"First Mortgage Loan Default" means a default by the Borrower in performing or observing any of the terms, covenants or conditions in the First Mortgage Loan Documents to be performed or observed by it, which continues beyond any applicable period provided in the First Mortgage Loan Documents for curing the default.

"First Mortgage Loan Documents" means the First Mortgage Note and all other documents evidencing or securing the First Mortgage Loan.

"Land The Restriction Agreement" [Intentionally omitted]

"Person" means an individual, estate, trust, partnership, corporation, governmental department or agency or any other entity which has the legal capacity to own property.

"Senior Lender" means the Person named as such in the first paragraph on page 1 of this Agreement. When Fannie Mac or any other Person becomes the legal holder of the First Mortgage Note, Fannie Mac or such other Person shall automatically become the Senior Lender.

"Subordinate Assignment of Lease," [intentionally omitted]

"Subordinate Lender" means the Person named as such in the first paragraph on page 1 of this Agreement and any other Person who becomes the legal holder of the Subordinate Note after the date of this Agreement.

"Subordinate Loan Default" means a default by the Forrower in performing or observing any of the terms, covenants or conditions in the Subordinate Loan Documents to be performed or observed by it, which continues beyond any applicable period provided in the Subordinate Loan Documents for curing the default.

"Subordinate Loan Documents" means the Subordinate Note, the Su'oro nate Mortgage and all other documents evidencing and securing the Subordinate Loan.

"Subordinate Mortgage" means that certain Junior Mortgage, Assignment of Rents and Leases, Security Agreement and Financing Statement recorded in the Official Records of the Cook County Recorder, as Document No. 95908345, encumbering the Property as security for the Subordinate Loan.

"Subordinate Note" means the Note dated December 1, 1995, issued by the Borrower to the Subordinate Lender, or order, to evidence the Subordinate Loan.

### 2. Permission to Place Mortgage Lien Against Property.

The Senior Lender agrees, notwithstanding the prohibition against inferior liens on the Property contained in the First Mortgage Loan Documents and subject to the provisions of this Agreement, to

Property of Coot County Clert's Office

permit the Subordinate Lender to maintain the lien of the Subordinate Mortgage against the Property (which is subordinate in all respects to the lien of the First Mortgage) to secure the Borrower's obligation to repay the Subordinate Note. Such permission is subject to the condition that each of the representations and warranties made by the Borrower and the Subordinate Lender in Section 3 is true and correct on the date of this Agreement. If any of the representations and warranties made by the Borrower and the Subordinate Lender in Section 3 is not true and correct on such date, the provisions of the First Mortgage Loan Documents applicable to unpermitted liens on the Property shall apply.

### 3. Borrower's and Subordinate Lender's Representations and Warranties.

The Borrower and the Subordinate Lender each makes the following representations and warranties to the Senior Lender:

(a) Subordinate Note. The Subordinate Note contains the following provision:

The indebtedness evidenced by this Note shall be subordinate in right of payment to the prior payment in full of the indebtedness to be evidenced by Multifamily Note in the original principal amount of \$585,000.00 to be issued by Parkside Terraces Limited Partnership (the "Maker") and payable to Enterprise Mortgage Investments, Inc. ("Senior Lender"), or order, to the exient and in the manner to be provided in that certain Subordination Agreement to be entered into by the payee of this Note, and the Senior Levier and the Maker (the "Subordination Agreement"). The Mortgage which secures this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Multifamily Mortgage securing the Multifamily Note as more fully set forth in the Subordination Agreement. The rights and remedies of the payee and each subsequent horder of this Note under the Mortgage securing this Note are subject to the restrictions and limitations to be set forth in the Subordination Agreement Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to perform and observe all of ore terms, covenants and conditions to be performed or observed by the Subordinate Lender under the Subordination Agreement.

- (b) Relationship of Borrower to Subordinate Lender and Se vicer. Neither the Subordinate Lender nor the Senior Lender is an Affiliate of the Borrower.
  - (c) Term. The stated term of the Subordinate Note ends on November 20, 2025.
- (d) Subordinate Loan Documents. The executed Subordinate Loan Documents are in the exact form submitted to, and approved by, Fannie Mae prior to the date of this Agreement.

### 4. Terms of Subordination.

(a) Agreement to Subordinate. The Senior Lender and the Subordinate Lender agree that (i) the indebtedness evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment, to the extent and in the manner provided in this Agreement (including but not limited to Paragraph 4(c) below), to the prior payment in full of the

Property of Coot County Clark's Office

indebtedness evidenced by the First Mortgage Loan Documents, and (ii) the Subordinate Mortgage and the Subordinate Assignment of Leases are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage (including but not limited to, all sums advanced for the purposes of (x) protecting or further securing the lien of the First Mortgage, curing defaults by the Borrower under the First Mortgage Loan Documents or for any other purpose expressly permitted by the First Mortgage, or (y) constructing, renovating, repairing, furnishing, fixturing or equipping the Property).

- (b) Subordination of Subrogation Rights. The Subordinate Lender agrees that if, by reason of its payment of real estate taxes or other monetary obligations of the Borrower, or by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, it acquires by right of subrogation or otherwise a lien on the Property which (but for this subsection) would be senior to the lien of the First Mortgage, then, in that event, such lien shall be subject and subordinate to the lien of the First Mortgage.
- (c) Pryrients Before First Mortgage Loan Default. Until the Subordinate Lender receives notice of a First Mortgage Loan Default, the Subordinate Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents.
- (d) Payments After first Mortgage Loan Default. The Borrower agrees that, after it receives notice (or otherwise acquires knowledge) of a First Mortgage Loan Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Mortgage) without the Senior Lender's prior written consent. The Subordinate Lender agrees that, after it receives notice of a First Mortgage Loan Default, it will not accept any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Mortgage) without the Senior Lender's prior written consent.
- (e) Receipt of Payment Not Permitted Hereunder. If, after the Subordinate Lender receives notice of a First Mortgage Loan Default, the Subordinate Lender receives any actual cash payments under the Subordinate Loan Documents, the Subordinate Lender agrees that such payment or other distribution will be received and held in trust for the Senior Lender and unless the Senior Lender otherwise notifies the Subordinate Lender, will be promptly rematted, in kind to the Senior Lender, properly endorsed to the Senior Lender, to be applied to the principal of, interest on and other amounts due under the First Mortgage Loan Documents in such order and in such manner as the Senior Lender shall determine in its sole and absolute discretion. The Subordinate Lender hereby irrevocably designates, makes, constitutes and appoints the Senior Lender (and all Persons designated by the Senior Lender) as the Subordinate Lender's true and lawful attorney in fact with power to endorse the name of the Subordinate Lender upon any checks representing payments referred to in this subsection.

#### 5. Default Under Subordinate Loan Documents.

(a) Notice of Default and Cure Rights. The Subordinate Lender agrees to deliver a written notice of each Subordinate Loan Default to the Senior Lender within five Business Days after the occurrence of the Subordinate Loan Default. The Senior Lender shall have the

Property of Cook County Clark's Office

right, but not the obligation, to cure any Subordinate Loan Default within the same time period for curing a default which is given to the Borrower under the Subordinate Loan Documents, except that the Senior Lender's time period for cure shall begin on the date on which it receives notice of the Subordinate Loan Default. All amounts advanced or expended by the Senior Lender to cure a Subordinate Loan Default shall be deemed to have been advanced by the Senior Lender pursuant to, and shall be secured by the lien of, the First Mortgage.

- Subordinate Lender's Exercise of Remedies After Notice to Senior Lender. If a Subordinate Loan Default occurs and is continuing, the Subordinate Lender agrees that, without the Senior Lender's prior written consent, it will not commence foreclosure proceedings with respect to the Property under the Subordinate Loan Documents or exercise any other rights or remedies it may have under the Subordinate Loan Documents, including, but not limited to accelerating the Subordinate Loan, collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder unless and until it has given the Senior Lender at least 45 days' prior written notice.
- (c) Cross Default. The Borrower and the Subordinate Lender agree that a Subordinate Lean Default shall constitute a default under the First Mortgage Loan Documents and the Senior Lender shall have the right to exercise all rights or remedies under the First Mortgage Loan Documents in the same manner as in the case of any other default thereunder.

### 6. Default Under First Mottgage Loan Documents.

- (a) Notice of Default and Cure Rights. The Senior Lender shall deliver to the Subordinate Lender written notice of each First Mortgage Loan Default in each case where the Senior Lender has given notice to the Borrower. The Subordinate Lender shall have the right, but not the obligation, to cure any such First Mortgage Loan Default within 30 days following the date of such notice; provided, however, that the Senior Lender shall be entitled, during such 30-day period, to continue to pursue its remedies under the First Mortgage Loan Documents. All amounts paid by the Subordinate Lender to the Senior Lender to cure a First Mortgage Loan default shall be deemed to have been advanced by the Subordinate Lender pursuant to, and shall be secured by the lien of, the Subordinate Mortgage.
- (b) Cross Default. The Subordinate Lender agrees that, notwithstanding any contrary provision contained in the Subordinate Loan Documents, a First Mortgage Loan Default shall not constitute a default under the Subordinate Loan Documents if no other default occurred under the Subordinate Loan Documents until either (i) the Senior Lender has a celerated the maturity of the First Mortgage Loan, or (ii) the Senior Lender has taken affirmative action to exercise its rights under the First Mortgage to collect rent, to appoint (or seek the appointment of) a receiver or to foreclose on (or to exercise a power of sale contained in) the First Mortgage. At any time after a First Mortgage Loan Default becomes a default under the Subordinate Loan Documents, the Subordinate Lender shall be permitted to pursue its remedies for default under the Subordinate Loan Documents, subject to the restrictions and limitations of this Agreement. If at any time the Borrower cures any First Mortgage Loan Default to the satisfaction of the Senior Lender, any default under the Subordinate Loan Documents arising from such First Mortgage Loan Default shall be deemed cured and the Subordinate Loan shall be retroactively reinstated as if such First Mortgage Loan Default had never occurred.

#### 7. Conflict.

Property of Cook County Clerk's Office

The Borrower and the Subordinate Lender each agrees that, in the event of any conflict or inconsistency between the terms of the First Mortgage Loan Documents, the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control: (i) the relative priority of the security interests of the Senior Lender and the Subordinate Lender in the Property; (ii) the timing of the exercise of remedies by the Senior Lender and the Subordinate Lender under the First Mortgage and the Subordinate Mortgage, respectively; and (iii) the notice requirements, cure rights, and the other rights and obligations which the Senior Lender and the Subordinate Lender have agreed to as expressly provided in this Agreement.

### 8. Rights and Obligations of the Subordinate Lender Under the Subordinate Mortgage.

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

- Protection of Security Interest. The Subordinate Lender shall not, without the prior written consent of the Senior Lender in each instance, take any action which has the effect of increasing the indebtedness outstanding under, or secured by, the Subordinate Loan Documents, except that the Subordinate Lender shall have the right to advance funds to cure First Mortgage Loan Documents pursuant to Paragraph 6(a) above and advance funds pursuant to the Subordinate Mortgage for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to ne Property and curing other defaults by the Borrower under the Subordinate Loan Documents.
- (b) Condemnation or Casasity. In the event of (i) a taking or threatened taking by condemnation or other exercise of eminent domain of all or a portion of the Property (collectively, a "Taking"), or (ii) the occurrence of a fire or other casualty resulting in damage to all or a portion of the Property (collectively, a Casualty"), at any time or times when the First Mortgage remains a lien on the Property the following provisions shall apply:
  - The Subordinate Lender hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Taking and/or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Taking or a Casualty shall be and remain subordinate in all respects to the Senior Lender's rights under the First Mortgage Loan Documents with respect thereto, and the Subordinate Lender thall be bound by any settlement or adjustment of a claim resulting from a Taking or a Casualty made by the Senior Lender:
  - Casualty, or both, shall be applied (either to payment of the costs and expenses of repair and restoration or to payment of the First Mortgage Loan) in the manner determined by the Senior Lender in its sole discretion; provided, however, that if the Senior Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the First Mortgage Loan, any proceeds remaining after the satisfaction in full of the principal of, interest on and other amounts payable under the First Mortgage Loan shall be paid to, and may be applied by the Subordinate Lender in accordance with the applicable provisions of the Subordinate Loan Documents, provided however, the Senior Lender agrees to consult with the Subordinate Lender in determining the application of Casualty proceeds, provided further however that in the event of any disagreement between the Senior Lender and the Subordinate Lender over

Property or Cook County Clark's Office

the application of Casualty proceeds, the decision of the Senior Lender, in its sole discretion, shall prevail; and

- (3) the Subordinate Lender agrees to execute and deliver, at no expense to the Senior Lender, all documents, instruments, agreements or further assurances required to effectuate the provisions of this subsection.
- (c) Termination of Subordinate Mortgage. If, after the occurrence of a First Mortgage Loan Default, the Senior Lender acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of the Subordinate Mortgage shall automatically terminate upon the Senior Lender's acquisition of title, provided that (i) the Subordinate Lender shall have been give, written notice of the First Mortgage Loan Default, and (ii) the Subordinate Lender shall not have cured the First Mortgage Loan Default within the 30-day period after the date of the notice referred to in clause (i), which notice may be given at any time.
- (d) No Modification of Subordinate Loan Documents. The Borrower and the Subordinate Lender each agrees that, until the principal of, interest on and all other amounts payable under the First Mortgage Loan Documents have been paid in full, it will not, without the prior written consent of the Senior Lender in each instance, (i) amend, modify, increase, extend, renew or replace the Subordinate Loan Documents or (ii) assign any interest in the Subordinate Loan. Any amendment of the Subordinate Loan Documents or assignment of the Subordinate Lender's interest in the Subordinate Loan without the Senior Lender's consent shall be void ab initio and of no effect whatsoever.

### 9. Modification of First Mortgage I can Documents.

The Subordinate Lender consents to any agreement or arrangement in which the Senior Lender waives, postpones, extends, reduces or modifies any provisions of the First Mortgage Loan Documents, including any provision requiring the payment of money.

#### 10. Default by the Subordinate Lender.

If the Subordinate Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by the Subordinate Lender under this Agreement, the Senior Lender shall have the right to all available legal and equitable relief.

### 11. Non-Approval of Subordinate Financing Terms.

This Agreement does not constitute an approval by the Senior Lender or Fannie May of the terms of the Subordinate Loan or limit any of the Borrower's rights to negotiate the terms of the Subordinate Loan Documents with the Subordinate Lender.

#### 12. Notices.

Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "notices" and referred to singly as a "notice") which the Senior Lender or the Subordinate Lender is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered), or (b) sent by Federal Express (or other similar national overnight courier) designating

Property of Cook County Clark's Office

early morning delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier), or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective parties as follows:

#### SENIOR LENDER:

ENTERPRISE MORTGAGE INVESTMENTS, INC. 10227 Wincopin Circle, Suite 830 Columbia, Maryland 21044-3045 Attention: Vice President

### With a copy to:

DOOP OF Federal National Mortgage Association One South Wacker Drive, Suite 1300 Chicago, Illinois 60606-4667 Attention: Vice President, Multifamily Activities

and

Federal National Mortgage Association Office of Regional Counsel One South Wacker Drive, Suite 1300 Chicago, Illinois 00606-4667 Attention: Vice President, Chief Counsel

#### SUBORDINATE LENDER

LaSalle National Bank 120 S. LaSalle Street Chicago, Illinois 60603 Attention: Community Development

Either party may, by notice given pursuant to this Paragraph, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses for its notices, but notice of a change of address shall only be effective upon receipt.

#### 13. General.

- Assignment/Successors. This Agreement shall be binding upon and shall inure (a) to the benefit of the respective legal successors and assigns of the Senior Lender and the Subordinate Lender.
- No Partnership or Joint Venture. The Senior Lender's permission for the placement of the Subordinate Mortgage does not constitute the Senior Lender as a joint venturer

Property of Coot County Clark's Office

or partner of the Subordinate Lender. Neither party hereto shall hold itself out as a partner, agent or Affiliate of the other party hereto.

- Senior Lender's Consent. Wherever the Senior Lender's consent or approval is (c) required by any provision of this Agreement, such consent or approval may be granted or denied by the Senior Lender in its sole and absolute discretion.
- Further Assurances. The Subordinate Lender agrees to execute and deliver all additional instruments and/or documents required by the Senior Lender in order to evidence that the Subordinate Mortgage is subordinate to the lien, covenants and conditions of the First Mortgage, or to further evidence the intent of this Agreement.
- Amendment. This Agreement shall not be amended except by written instrument signed by all parties hereto.
- Governing Law. This Agreement shall be governed by the laws of the State or the District of Columbia in which the Property is located.
- Severable Provisions. If any provision of this Agreement shall be invalid or (g) unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- (h) Term. The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the principal of, interest on and other amounts payable under the First Mortgage Loan Documents; (ii) the payment of all of the principal of, interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which the Subordinate Lender is obligated to remit to the Senior Lender pursuant to Section 4 hereof; (iii) the acquisition by the Senior Lender of title to the Property pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale contained in) the First Mortgage; or (iv) the acquisition by the Subordinate Lender of title to the Property pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale contained ir) the Subordinate Mortgage, but only if such acquisition of title does not violate any of the terms of this Agreement. SOME OFFICE

[Signatures Follow]

Property of Cook County Clerk's Office

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

### SENIOR LENDER:

ATTEST:

ENTERPRISE MORTGAGE INVESTMENTS, INC., a Maryland corporation

By: Since from

By: [Seal]
Name: Seffrey R. Stern, Vice President

SUBORDINATE LENDER:

ATTEST:

LASALLE NATIONAL BANK, a national banking association

By: Thicker a Jubson

Nama: Stily Fall.

\_[Scar]

Title

BORROWER:

PARKSIDE TERRACES LIMITED PARTNERSHIP, an Illinois limited partnership

ATTEST:

Ey: S

Shorebank Development Corporation, Chicago

a Delaware corporation, its sole general partner

Its: Assistant Secretary

By:

Name: Linda Brace, Vice President

(Acknowledgments Follow)

Property of Coof County Clark's Office

STATE OF MARYLAND ) ss: ( \u00e4\u00
The foregoing instrument was acknowledged before me this 11 day of November, 1997 by Jeffrey R. Stern, Vice President of Enterprise Mortgage Investments, Inc., a Maryland corporation, on behalf of said corporation.
My Commission Expires: 9/12/99 Notary Public Suply Zugle
STATE OF ILLINOIS, COOK COUNTY ss:
The foregoing instrument was acknowledged before me this 101 day of November, 1997 by Krisha Falls . So V. Q. President of LaSalle National Bank, a national banking association on behalf of said bank.
My Commission Expires:  Notary Public  OFFICIAL SEAL CRISTELL LARREAL NOTARY P OF ILLINOIS MY COURSE S 3-39-98
STATE OF ILLINOIS, COOK COUNTY ss:
The foregoing instrument was acknowledged before me this 17 th day of November, 1997 by Linda Brace. Vice President of Shorebank Development Corporation, Chicago, a Delaware corporation, general partner on behalf on Parkside Terraces Limited Parmership, an Illinois limited partnership.
My Commission Expires: Notary Public Notary Public
My Commission Expires:  OFFICIAL SEAL*  Jay Gilbert  Notary Public, State of Illinois  My Commission Expires 4-13-00

Property of Coot County Clert's Office

#### EXHIBIT A

### LEGAL DESCRIPTION

\*\*\*PARCEL 1:

LOTS 40 AND 41 (EXCEPT THE EAST 7 FEET OF SAID LOTS CONVEYED TO THE TOWN OF CICERO FOR STREET) IN BLOCK 2 IN HENRY WALLER'S SUBDIVISION OF THE SOUTH 43 3/4 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE SOUTH HALF OF LOT 9 AND ALL OF LOTS 10 AND 11 AND THE NORTH HALF OF LOT 12 IN BLOCK 1 IN UFNRY WALLER'S SUBDIVISION OF THE SOUTH 43 3/4 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

LOTS 38 AND 39 (EXCEPT THE MASI 7 FEET OF SAID MOTS CONVEYED TO THE TOWN OF CICERO FOR STREET) IN BLOCK 2 IN HENRY WALLER'S SUBDIVISION OF THE SOUTH 43 3/4 ACRES OF THE MAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.\*\*\*

#### PERMANENT REAL ESTATE INDEX NUMBERS:

PERMANENT REAL ESTATE INDEX NO. 16-08-416-024

Affects: Parcel 1

PERMANENT RHAL ESTATE INDEX NO. 16-08-417-00/

Affects: Parcel 2

PERMANENT RHAL ESTATE INDEX NO. 16-08-416-023

Affects: Parcel 3

#### COMMONLY KNOWN AS:

128 THROUGH 132 NORTH PARKSIDE AND 143 NORTH PARKSIDE CHICAGO, ILLINOIS, 60644

Property or Coot County Clert's Office