

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "Agreement") is entered into this 23rd day of April, 1998 by and among (i) The First National Bank of Chicago, a national banking association (the "Senior Lender"), (ii) Realty Funding, L.L.C., an Illinois Limited Liability Company (the "Subordinate Lender"), and (iii) UIR Campis & Tower L.L.C, an Illinois limited liability company ("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 \$ 4,000,000.00. The First Mortgage Loan is or will be secured by a first mortgage lien (the "First Mortgage") on a multifamily housing project located in Chicago, 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 Mortgage Note dated April 23, 1998 (the "First Mortgage Note"), and is due in full on May 1, 2001.
- B. The Borrower has requested the Senior Lender to permit the Subordinate Lender to make a subordinate loan to Borrower in the amount of \$ 400,000.00 (the "Subordinate Loan") and to secure the Subordinate Loan by placing a mortgage lien against the Property.
- C. The Senior Lender has agreed to permit the Subordinate Lender to make the Subordinate Loan and to place a Subordinate Mortgage lien against the Property subject to all of the conditions contained in this Agreement.

NOW THEREFORE, in order to induce the Senior Lender to permit the Subordinate Lender to make the Subordinate Loan to the Borrower and to place 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.

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

"Affiliate" means, when used with respect to a Person, a 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).

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"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.

"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.

"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 Borrower 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 Subordinate Mortgage, and all other documents evidencing and securing the Subordinate Loan.

"Subordinate Mortgage" means the mortgage or deed of trust encumbering the Property as security for the Subordinate Loan, which is being recorded among the applicable land records immediately following the First Mortgage and before this Agreement.

"Subordinate Note" means the promissory note dated April....., 1998, issued by the Borrower to the Subordinate Lender, or order, to evidence the Subordinate Loan.

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**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 permit the Subordinate Lender to record 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 and on the date on which the proceeds of the Subordinate Loan are disbursed to the Borrower. If any of the representations and warranties made by the Borrower and the Subordinate Lender in Section 3 is not true and correct on both of those dates, 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 or will contain, by incorporation therein by this reference, the following provision:

The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by a Mortgage Note dated April 23, 1998, in the original principal amount of \$4,000,000.00 issued by UIR Campus & Tower L.L.C. and payable to The First National Bank of Chicago ("Senior Lender"), or order, to the extent and in the manner provided in that certain Subordination Agreement dated April 23, 1998, between the payee of this Note, and the Senior Lender and UIR Campus & Tower L.L.C. (the "Subordination Agreement"). The mortgage securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Mortgage securing the Mortgage Note as more fully set forth in the Subordination Agreement. The rights and remedies of the payee and each subsequent holder of this Note under the mortgage securing this Note are subject to the restrictions and limitations 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 the 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 Servicer.** The Subordinate Lender is an Affiliate of the Borrower.

- (c) **Term.** The stated term of the Subordinate Note does not end before the stated term of the First Mortgage Note.

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(d) **Subordinate Loan Documents.** The executed Subordinate Loan Documents are in the exact form submitted to, and approved by, Senior Lender 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 indebtedness evidenced by the First Mortgage Loan Documents, and (ii) the Subordinate Mortgage is 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) **Payments 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 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 remitted, 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

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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 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.

(b) **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.

(c) **Cross Default.** The Borrower and the Subordinate Lender agree that a Subordinate Loan 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 Mortgage 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 accelerated the maturity of the First Mortgage Loan, or (ii) the Senior Lender has taken affirmative action to exercise its rights under

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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.**

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:

(a) **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 Defaults 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 the Property and curing other defaults by the Borrower under the Subordinate Loan Documents.

(b) **Condemnation or Casualty.** 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:

(1) 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 shall be bound by any settlement or adjustment of a claim resulting from a Taking or a Casualty made by the Senior Lender;

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(2) all proceeds received or to be received on account of a Taking or a 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 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 given 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, or the cure period given to Borrower under the First Mortgage Loan, or in the event of an acceleration of the First Mortgage

later to occur of the

(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 Loan 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.

\* Loan, to 60-day period after the date of the notice referred to in clause (i), above.

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**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 Mae 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 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:  
The First National Bank of Chicago  
Two First National Plaza, 14th Floor  
Mail Suite 0289  
20 South Clark Street  
Chicago, Illinois 60670  
Attention: Dell McCoy

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With a Copy to:  
Applegate & Thorne-Thomsen, P.C.  
322 South Green Street, Suite 108  
Chicago, Illinois 60607  
Attention: Mark Burns

SUBORDINATE LENDER:

\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Neither 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.

(a) **Assignment/Successors.** This Agreement shall be binding upon and shall inure to the benefit of the respective legal successors and assigns of the Senior Lender and the Subordinate Lender.

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

(c) **Senior Lender's Consent.** Wherever the Senior Lender's consent or approval is 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.

(d) **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.

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(e) **Amendment.** This Agreement shall not be amended except by written instrument signed by all parties hereto.

(f) **Governing Law.** This Agreement shall be governed by the laws of the State or the District of Columbia in which the Property is located.

(g) **Severable Provisions.** If any provision of this Agreement shall be invalid or 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 in) the Subordinate Mortgage, but only if such acquisition of title does not violate any of the terms of this Agreement.

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

SENIOR LENDER:

The First National Bank of Chicago

By: [Signature]  
Name: Dell E. McGee  
Title: Vice President

SUBORDINATE LENDER:

Realty Funding, L.L.C.

By: [Signature]  
Name: LEE HARRIS  
Title: PRESIDENT, REALTY FUNDING MANAGEMENT, INC., MANAGER, REALTY FUNDING, LLC

BORROWER:

UHR Campus & Tower L.L.C.

An Illinois limited liability company

By: DMB 36th Street Partners, L.L.C.

An Illinois limited liability company

Its: Manager

By: [Signature]  
Name: S. Bismarck Brackett  
Title: Manager

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# CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007700545 D2  
STREET ADDRESS: 4201 W. 36TH ST  
CITY: CHICAGO COUNTY: COOK  
TAX NUMBER: 16-34-400-001-0000

## LEGAL DESCRIPTION:

### PARCEL 1:

A PARCEL OF LAND CONSISTING OF A PART OF EACH OF LOTS 1, 2 & 8 IN COUNTY CLERK DIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 34, 39, 13 EAST ETC. SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON A LINE WHICH IS 1430 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 34 AT A POINT THEREON WHICH IS 891.97 FEET SOUTH FROM THE NORTH LINE OF SAID SOUTHEAST 1/4 THE RUNNING WEST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF THE SOUTHEAST 1/4 A DISTANCE OF 800 FEET; THENCE, SOUTH ALONG A LINE WHICH IS 2230 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 689.01 FEET TO ITS INTERSECTION WITH A LINE WHICH IS 115 FEET MEASURED PERPENDICULARLY NORTHWESTERNLY FROM AND PARALLEL WITH THE NORTHWESTERLY LINE OF THE LANDS OF THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO; THENCE, NORTHEASTWARDLY ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 862 FEET TO ITS INTERSECTION WITH SAID LINE WHICH IS 1430 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 AND THE NORTH ALONG SAID LAST DESCRIBED PARALLEL LINE A DISTANCE OF 368.01 FEET TO THE POINT OF BEGINNING.

ALSO

### PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED FROM THE PEOPLES GAS LIGHT AND COKE COMPANY, AN ILLINOIS CORPORATION, TO INSTITUTE OF GAS TECHNOLOGY, DATED OCTOBER 24, 1967, RECORDED NOVEMBER 6, 1967 AS DOCUMENT 20313957 FOR INGRESS & EGRESS OVER A STRIP OF LAND 100 FEET WIDE EXTENDING ACROSS THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ACROSS A PART OF LOT 1 IN COUNTY CLERK'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 34 SAID STRIP OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON THE WEST LINE OF THE EAST 33 FEET OF SAID SOUTHEAST 1/4 OF SECTION 34 AT A POINT THEREON WHICH IS 241.54 FEET SOUTH FROM NORTH LINE OF SAID SOUTHEAST 1/4 AND RUNNING, THENCE, SOUTHWESTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 1505.27 FEET TO A POINT WHICH IS 808.09 FEET SOUTH FROM SAID NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 34 AND ON A LINE WHICH IS 1430.00 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 107.75 FEET TO ITS INTERSECTION WITH A LINE WHICH IS 100 FEET MEASURED PERPENDICULARLY SOUTHEASTERLY FROM AND PARALLEL WITH THE AFORESAID STRAIGHT LINE; THENCE, NORTHEASTWARDLY ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 1505.27 FEET TO ITS INTERSECTION WITH SAID WEST LINE OF THE EAST 33 FEET OF SECTION 34 AND THENCE NORTH ALONG SAID WEST LINE OF THE EAST 33 FEET A DISTANCE OF 107.75 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM FIRST AMERICAN REALTY COMPANY, CORPORATION IN DEL, DATED JANUARY 26, 1967 AND RECORDED JANUARY

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## CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007700545 D2  
 STREET ADDRESS: 4201 W. 36TH ST.  
 CITY: CHICAGO COUNTY: COOK  
 TAX NUMBER: 16-34-400-001-0000

## LEGAL DESCRIPTION:

30, 1967 AS DOCUMENT 20053110 AND GRANT RECORDED AS DOCUMENT 22178057 FOR A ROADWAY, INGRESS AND EGRESS AND PASSAGE OF TRAFFIC OVER, UPON, ALONG AND ACROSS: A PARCEL OF LAND CONSISTING OF A PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 13 EAST ETC. AND CONSISTING ALSO OF A PART OF LOT 1 COUNTY CLERK'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 34, TOGETHER WITH A PART OF EACH OF LOTS 4, 5 AND 7 IN COUNTY CLERK'S DIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION 34, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON A LINE WHICH IS 1430 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 34 AT A POINT THEREON WHICH IS 891.97 FEET SOUTH FROM THE NORTH LINE OF SAID SOUTHEAST 1/4 AND RUNNING; THENCE WEST ALONG A LINE PARALLEL WITH THE EAST AND WEST CENTER LINE OF SAID SECTION 34 A DISTANCE OF 1666.39 FEET; THENCE ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID SECTION 34 A DISTANCE OF 1257.57 FEET; THENCE NORTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 102.43 FEET, A DISTANCE OF 160.89 FEET TO A POINT 468.03 FEET NORTH FROM SAID EAST AND WEST CENTER LINE OF SECTION 34, WHICH POINT IS 2993.96 FEET WEST FROM THE EAST LINE OF SAID SECTION 34; THENCE, EAST ALONG A LINE PARALLEL WITH SAID EAST AND WEST CENTER LINE OF SECTION 34 A DISTANCE OF 1563.96 FEET TO ITS INTERSECTION WITH SAID LINE WHICH IS 1430 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF SAID SECTION 34; THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 60.00 FEET; THENCE WEST ALONG A LINE 468.03 FEET NORTH FROM AND PARALLEL WITH SAID EAST AND WEST CENTER LINE OF SECTION 34 A DISTANCE OF 1506.39 FEET; THENCE SOUTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 100 FEET A DISTANCE OF 157.08 FEET TO A POINT WHICH IS 308.03 FEET NORTH FROM SAID EAST AND WEST CENTER LINE OF SECTION 34 AND WHICH IS 3036.39 FEET WEST FROM THE EAST LINE OF SAID SECTION 34; THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID SECTION 34 A DISTANCE OF 1040.00 FEET; THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 100 FEET A DISTANCE OF 157.08 FEET TO A POINT WHICH IS 2936.39 FEET WEST FROM THE EAST LINE OF SAID SECTION 34 AND WHICH IS 831.97 FEET SOUTH FROM SAID EAST AND WEST CENTER LINE OF SECTION 34; THENCE EAST ALONG A LINE PARALLEL WITH SAID EAST AND WEST CENTER LINE OF SECTION 34 A DISTANCE OF 1506.39 FEET TO ITS INTERSECTION WITH SAID LINE WHICH IS 1430 FEET WEST FROM AND PARALLEL WITH EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 34; AND THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL IN A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING (EXCEPT THE POINT THEREOF FALLING IN PARCELS 3, 4 AND 5 AFORESAID.

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[Jurats to be added.]

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STATE OF Illinois )  
 )  
COUNTY OF Cook ) SS.

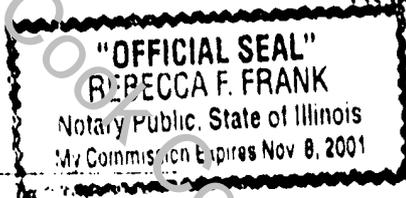
I, Rebecca Frank, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT S. Prasad K. Paruchuri, personally known to me to be the same person whose name SS subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the rights of homestead.

Given under my hand and official seal this 23<sup>rd</sup> day of April, 1998.

Impress Seal Here

Rebecca Frank  
Notary Public

Commission Expires



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STATE OF Illinois )

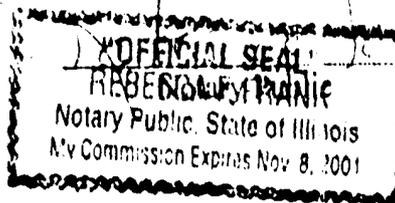
SS.

COUNTY OF Cook )

I, Rebecca Frank, a Notary Public in and for said County, in the State aforesaid. DO HEREBY CERTIFY THAT Dell E. McCoy, personally known to me to be the same person whose name DS 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, including the release and waiver of the rights of homestead.

Given under my hand and official seal this 23rd day of April, 1998.

Impress Seal Here



Commission Expires \_\_\_\_\_

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STATE OF Illinois )  
 )  
COUNTY OF Cook ) SS.

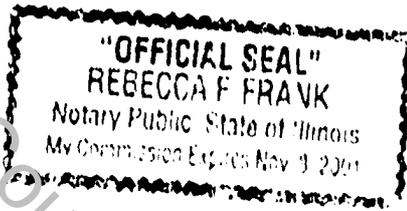
I, Rebecca Frank, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Leah... personally known to me to be the same person whose name LS subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the rights of homestead.

Given under my hand and official seal this 23<sup>rd</sup> day of April, 1988.

Impress Seal Here

Rebecca Frank  
Notary Public

Commission Expires



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