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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

WELLS FARGO BANK, NATIONAL
ASSOCIATION *2014*
Real Estate Group (AU ~~FILL IN~~)
333 S. Grand Avenue, 9th Floor
Los Angeles, Ca 90071

Attn: Dovie M. Kapoh
Loan No. *2051*

99899778

7904/0022 04 001 Page 1 of 15
1999-09-23 09:15:51
Cook County Recorder 49.00



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by 7830015 D2 220F 23

SUBORDINATION AGREEMENT; ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL, ATTORMENT AND NON-DISTURBANCE AGREEMENT (Lease To Deed of Trust)

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR LEASE AND SECURITY INTEREST IN THE
PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR
LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT; ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL, ATTORMENT
AND NON-DISTURBANCE AGREEMENT ("Agreement") is made July 26, 1999 by and between 1699 Wall
Street, L.L.C., an Illinois limited liability company ("Owner"),
American Escrow & Closing, 1699 Wall Street, Suite 602, 602A & 650 Mount Prospect, Illinois 60056, ("Lessee")
and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Lender").

RECITALS

- A. Pursuant to the terms and provisions of that certain Lease Agreement dated as of January 1, 1996 ("Lease"), a full and complete copy of which is attached hereto as Schedule 1, Owner, as "Lessor", granted to Lessee a leasehold estate in and to a portion of the property described on Exhibit A attached hereto and incorporated herein by this reference (which property, together with all improvements now or hereafter located on the property, is defined as the "Property").
- B. Intentionally Omitted
- C. Owner has executed, or proposes to execute, a deed of trust with absolute assignment of leases and rents, security agreement and fixture filing ("Deed of Trust") securing, among other things, a promissory note ("Note") in the principal sum of EIGHT MILLION TWO HUNDRED FIFTY THOUSAND AND NO 100/THS (\$8,250,000) dated September 15, 1999, in favor of Lender, which Note is payable with interest and upon the terms and conditions described therein ("Loan"). The Deed of Trust was recorded on Concurrently herewith.
~~1999.~~
- D. As a condition to making the Loan secured by the Deed of Trust, Lender requires that the Deed of Trust be unconditionally and at all times remain a lien on the Property, prior and superior to all the rights of Lessee under the Lease and that the Lessee specifically and unconditionally subordinate the Lease to the lien of the Deed of Trust.

BOX 333-CTI

- E. Lessee acknowledges and agrees that this Agreement constitutes notice to Lessee of the existence of the Loan and that the Lease and the rents have been or shall be assigned to Lender as security for the Loan.
- F. Owner and Lessee have agreed to the subordination, attornment and other agreements herein in favor of Lender.

NOW THEREFORE, for valuable consideration and to induce Lender to make the Loan, Owner and Lessee hereby agree for the benefit of Lender as follows:

- 1. **SUBORDINATION.** Owner and Lessee hereby agree that:
 - 1.1 **Prior Lien.** The Deed of Trust securing the Note in favor of Lender, and any modifications, renewals or extensions thereof, shall unconditionally be and at all times remain a lien on the Property prior and superior to the Lease;
 - 1.2 **Subordination.** Lender would not make the Loan without this agreement to subordinate; and
 - 1.3 **Whole Agreement.** This Agreement shall be the whole agreement and only agreement with regard to the subordination of the Lease to the lien of the Deed of Trust and shall supersede and cancel, but only insofar as would affect the priority between the Deed of Trust and the Lease, any prior agreements as to such subordination, including, without limitation, those provisions, if any, contained in the Lease which provide for the subordination of the Lease to a deed or deeds of trust or to a mortgage or mortgages.

AND FURTHER, Lessee individually declares, agrees and acknowledges for the benefit of Lender, that:

- 1.4 **Use of Proceeds.** Lender, in making disbursements pursuant to the Note, the Deed of Trust or any loan agreements with respect to the Property, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat this agreement to subordinate in whole or in part;
 - 1.5 **Waiver, Relinquishment and Subordination.** Lessee intentionally and unconditionally waives, relinquishes and subordinates all of Lessee's right, title and interest in and to the Property to the lien of the Deed of Trust and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made by Lender and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination and other agreements of Lessee in this Agreement.
- 2. **ASSIGNMENT.** Lessee acknowledges and consents to the assignment of the Lease by Lessor in favor of Lender.
 - 3. **ESTOPPEL.** Lessee acknowledges and represents that:
 - 3.1 **Lease Effective.** The Lease has been duly executed and delivered by Lessee and, subject to the terms and conditions thereof, the Lease is in full force and effect, the obligations of Lessee thereunder are valid and binding and there have been no modifications or additions to the Lease, written or oral;
 - 3.2 **No Default.** To the best of Lessee's knowledge, as of the date hereof: (i) there exists no breach, default, or event or condition which, with the giving of notice or the passage of time or both, would

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constitute a breach or default under the Lease; and (ii) there are no existing claims, defenses or offsets against rental due or to become due under the Lease;

3.3 **Entire Agreement.** The Lease constitutes the entire agreement between Lessor and Lessee with respect to the Property and Lessee claims no rights with respect to the Property other than as set forth in the Lease; and

3.4 **No Prepaid Rent.** No deposits and no prepayments of rent more than one month in advance have been made in connection with the Lease, except as follows: (if none, state "None") _____
Security Deposit: \$8015.00 for all suites

4. **ADDITIONAL AGREEMENTS.** Lessee covenants and agrees that, during all such times as Lender is the Beneficiary under the Deed of Trust:

4.1 **Modification, Termination and Cancellation.** Except as provided in the lease and specifically approved in writing by Lender, Lessee agrees that 1) Lender will not be bound in foreclosure or by any transfer of title in exchange for, or payment in lieu of Lender's Loan, with respect to any modification, amendment, termination or cancellation of the Lease (in whole or in part) made without Lender's prior written consent. 2) in no event shall Lessee consent to any modification, amendment, termination or cancellation of the Lease (in whole or in part) without Lender's prior written consent and will not make any payment to Lessor in consideration of any modification, termination or cancellation of the Lease (in whole or in part) without Lender's prior written consent. *COA WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD.* In the event that Lessee has a right to terminate the Lease on account of the failure of Lessor to perform any obligation under the Lease, the period of time for the performance of such obligation by Lessor shall be extended on account of force majeure or other circumstances beyond the reasonable control of Lessor, whether or not such circumstances are reasonably foreseeable ;

4.2 **Notice of Default.** Lessee will notify Lender in writing concurrently with any notice given to Lessor of any default by Lessor under the Lease, and Lessee agrees that Lender has the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below and Lessee will not declare a default of the Lease, as to Lender, if Lender cures such default within thirty (30) days from and after the expiration of the time period provided in the Lease for the cure thereof by Lessor; provided, however, that if such default cannot with diligence be cured by Lender within such thirty (30) day period, the commencement of action by Lender within such thirty (30) day period to remedy the same shall be deemed sufficient so long as Lender pursues such cure with diligence;

4.3 **No Advance Rents.** Lessee will make no payments or prepayments of rent more than one (1) month in advance of the time when the same become due under the Lease; and

4.4 **Assignment of Rents.** Upon receipt by Lessee of written notice from Lender that Lender has elected to terminate the license granted to Lessor to collect rents, as provided in the Deed of Trust, and directing the payment of rents by Lessee to Lender, Lessee shall immediately comply with such direction to pay and shall not be required to obtain the consent of Lessor or determine whether Lessor is in default under the Loan and/or the Deed of Trust. Lessor shall hold Lessee harmless from and against any claims for payment of rent to Lender.

5. **ATTORNTMENT.** Lessee agrees for the benefit of Lender that upon written notice from Lender (including for this purpose any transferee of Lender or any transferee of Lessor's title in and to the Property by Lender's exercise of the remedy of sale by foreclosure under the Deed of Trust) as follows:

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- 5.1 **Payment of Rent.** Lessee shall pay to Lender all rental payments required to be made by Lessee pursuant to the terms of the Lease for the duration of the term of the Lease and any extensions thereof;
- 5.2 **Continuation of Performance.** Lessee shall be bound to Lender in accordance with all of the provisions of the Lease for the balance of the term thereof, and Lessee hereby attorns to Lender as its landlord, such attornment to be effective and self-operative without the execution of any further instrument immediately upon Lender succeeding to Lessor's interest in the Lease and giving written notice thereof to Lessee;
- 5.3 **No Liability beyond Property.** In the event that Lender shall acquire title to the Property, Lender shall have no obligation, nor incur any liability beyond Lender's interest, if any, in the Property and Lessee shall look exclusively to such interest, if any, for the payment and discharge of any obligation imposed upon Lender hereunder or under the Lease and Lender is hereby released and relieved of any other liability hereunder or under the Lease. With respect to any money judgement which may be obtained by Lessee against Lender, Lessee shall look solely to the estate or interest owner by Lender in the Property and Lessee will not collect or attempt to collect any such judgement out of any other assets of Lender.
- 5.4 **No Liability.** Lender shall not be:
1. liable for, nor subject to, any offsets or defenses which Lessee may have by reason of any act or omission of Lessor under the Lease nor for the return of any sums which Lessee may have paid to Lessor under the Lease as and for security deposits, advance rentals or otherwise, except to the extent that such sums are actually delivered by Lessor to Lender; and
 2. liable for any act or omission of Lessor occurring prior to the date Lender takes title to the Property except for repair and maintenance obligations of a continuing nature imposed on the Lessor under the Lease;
 3. required to credit Lessee with any rent for any rental period beyond the then current rental period or for any security deposit unless it has been received by Lender;
 4. bound by any amendment, renewal or extension of the Lease that is not in writing signed by both Lessee and Lessor, that is inconsistent with the terms of this Agreement or that was made without Lender's prior written consent, if Lender's consent was required under the terms of this Agreement;
 5. liable for any damages Lessee may suffer as a result of any misrepresentation, breach of warranty or any act of or failure to act by any party other than Lender; or
 6. liable for any obligations of Lessor with respect to off-site property or facilities for the use of Lessee (such as off-site leased space or parking) unless Lender succeeds to Lessor's fee ownership of the off-site property.
- 5.5 **Subsequent Transfer.** If Lender, by succeeding to the interest of Lessor under the Lease, should become obligated to perform the covenants of Lessor thereunder, then, upon any further transfer of Lessor's interest by Lender, all of such obligations shall terminate as to Lender.
6. **NON-DISTURBANCE.** In the event of a foreclosure under the Deed of Trust, so long as there shall then exist no breach, default, or event of default after expiration of applicable cure periods on the part of Lessee under the Lease:

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- 6.1 **Acquisition.** Lender agrees for itself and its successors and assigns that the leasehold interest of Lessee under the Lease shall not be extinguished or terminated by reason of such foreclosure, but rather the Lease shall continue in full force and effect and Lender shall recognize and accept Lessee as tenant under the Lease subject to the terms and provisions of the Lease except as modified by this Agreement; provided, however, that Lessee and Lender agree that the following provisions of the Lease (if any) shall not be binding on Lender: any option to purchase with respect to the Property; any right of first refusal with respect to the Property; any provision regarding the use of insurance proceeds or condemnation proceeds with respect to the Property which is inconsistent with the terms of the Deed of Trust;
- 6.2 **No Action.** If Lender commences a judicial or non-judicial foreclosure or other proceeding to enforce the Loan or exercises any power of sale (an "Action"), Lender will not name Lessee as a party to the Action unless joinder is required for a valid foreclosure under applicable law and in such case Lender will not seek a firmative relief from Lessee, the Lease will not be terminated and Lessee's possession will not be disturbed.

7. **MISCELLANEOUS.**

- 7.1 **Heirs, Successors, Assigns and Transferees.** The covenants herein shall be binding upon, and inure to the benefit of, the heirs, successors and assigns of the parties hereto. Accordingly, the parties agree that the rights of Lender under this Agreement shall apply to all of its successors and assigns of the Loan and/or Lender's interest in the Property (each, a "Successor Lessor"). Any claim by Lessee against Successor Lessor under the Lease or this Agreement will be satisfied solely out of Successor Lessor's interest in the Property, and Lessee will not seek recovery against or out of any other assets of Successor Lessor. Successor Lessor will have no liability or responsibility for any obligations under the Lease that arise subsequent to any transfer of the Property by Successor Lessor; and
- 7.2 **Notices.** All notices or other communications required or permitted to be given pursuant to the provisions hereof shall be deemed served upon delivery or, if mailed, upon the first to occur of receipt or the expiration of three (3) days after deposit in United States Postal Service, certified mail, postage prepaid and addressed to the address of Lessee or Lender appearing below:

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"OWNER"

"LENDER"

1699 Wall Street, L.L.C.,
an Illinois limited liability company,

By: IRP WALL STREET MEMBER, L.L.C.,
a Delaware limited liability company,
a Member

c/o ING Realty Group

676 N. Michigan Ave., Suite 3350

Chicago, IL 60611

Attn: Steve Freeman

WELLS FARGO BANK, NATIONAL ASSOCIATION

Real Estate Group (AU #2014)

333 South Grand Avenue, 9th Floor

Los Angeles, CA 90071

Attn: Dovie Kapoh

Loan No. 1743TZL 2051

By: ARI WALL STREET, L.L.C.

an Illinois limited liability company,

its Managing Member

c/o Special Assets, Inc.

166 W. Washington, Suite 400

Chicago, IL 60602

Attn: Avi Banker

with a copy to

American Escrow & Closing

1699 Wall Street, Suite 602, 602A & 650

Mount Prospect, Illinois 60056

Attn: CRAIG ANDERSON

"LESSEE"

provided, however, any party shall have the right to change its address for notice hereunder by the giving of written notice thereof to the other party in the manner set forth in this Agreement; and

7.3 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument; and

7.4 **Remedies Cumulative.** All rights of Lender herein to collect rents on behalf of Lessor under the Lease are cumulative and shall be in addition to any and all other rights and remedies provided by law and by other agreements between Lender and Lessor or others; and

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- 7.5 **Paragraph Headings.** Paragraph headings in this Agreement are for convenience only and are not to be construed as part of this Agreement or in any way limiting or applying the provisions hereof, and
- 7.6 **Governing Law.** This Agreement is governed by and will be construed in accordance with the laws of the state or commonwealth in which the Property is located; and
- 7.7 **Conflict in Terms.** If there is a conflict between the terms of the Lease and this Agreement, the terms of this Agreement will prevail. If there is a conflict between the terms of the Lease and the Loan, the terms of the Loan will prevail; and
- 7.8 **Legal Conflicts.** Lender and Lessee waive trial by jury in any proceeding brought by, or counterclaim asserted by, Lender or Lessee relating to this Agreement.

INCORPORATION. Exhibit A, Schedule 1, and Lease Guarantor's Consent (if any) are attached hereto and incorporated herein by this reference. The parties agree that Schedule 1 shall not be recorded as part of this Agreement

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

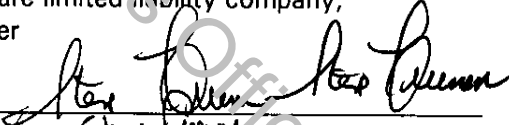
NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT HERETO.

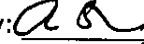
"OWNER"

1699 WALL STREET, L.L.C.,
an Illinois limited liability company

By: I RP WALL STREET MEMBER, L.L.C.,
a Delaware limited liability company,
a Member

By: 
Name: Steve Freeman
Title: VP

By: ARI WALL STREET, L.L.C.,
an Illinois limited liability company,
its Managing Member

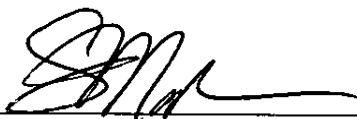
By: 
Name: Ari Shulman
Its: Manager

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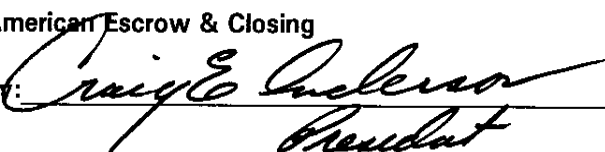
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"LENDER"

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: 
Sean Mahon
Its: Vice President

"LESSEE"

American Escrow & Closing
By: 
President

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

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LEASE GUARANTOR'S CONSENT

The undersigned ("Lease Guarantor") consents to the foregoing Subordination Agreement; Acknowledgment of Lease Assignment, Estoppel, Attornment and Non-Disturbance Agreement and the transactions contemplated thereby and reaffirms its obligations under the lease guaranty ("Lease Guaranty") dated _____, Lease Guarantor further reaffirms that its obligations under the Lease Guaranty are separate and distinct from Lessee's obligations.

AGREED:

Dated as of: _____, 1999

"LEASE GUARANTOR"

LEASE GUARANTOR BLOCK HERE

Property of Cook County Clerk's Office

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EXHIBIT A

DESCRIPTION OF PROPERTY

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EXHIBIT A to Subordination Agreement; Acknowledgment of Lease Assignment, Estoppel, Attornment and Non-Disturbance Agreement dated as of **July 26, 1999**, executed by 1699 Wall Street, L.L.C., an Illinois limited liability company as "Owner", American Escrow & Closing as "Lessee", and WELLS FARGO BANK, NATIONAL ASSOCIATION, as "Lender".

All that certain real property located in Cook County, State of Illinois, described as follows:

APN

SEE EXHIBIT A-1 ATTACHED HERETO

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State of Illinois

County of Cook

SS.

99899778

I, Janine Deland, a Notary Public, in and for and residing in said County, in the State aforesaid, do hereby certify that Steve Freeman, who is personally known to me to be the Vice President of IRP Wall Street Member, L.L.C., a Delaware limited liability company, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as the Vice President of IRP Wall Street Member, L.L.C., as his free and voluntary act and the free and voluntary act of said IRP Wall Street Member, L.L.C., pursuant to authority granted to him by said IRP Wall Street Member, L.L.C., for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14 day of September, 1999.

Janine Deland

My Commission Expires: 5/5/02

State of Illinois

County of Cook

SS.



I, Jeanette Dresdow, a Notary Public, in and for and residing in said County, in the State aforesaid, do hereby certify that Ari Shulman, who is personally known to me to be the manager of Ari Wall Street, L.L.C., an Illinois limited liability company, which is the Manager of 1699 Wall Street, L.L.C., an Illinois limited liability company, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as the manager of Ari Wall Street, L.L.C., as his free and voluntary act and the free and voluntary act of said Ari Wall Street, L.L.C., pursuant to authority granted to him by said Ari Wall Street, L.L.C., for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of September, 1999.

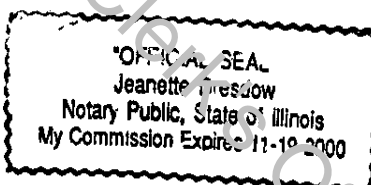
Jeanette Dresdow

My Commission Expires: Nov 19 2000

State of CALIFORNIA

County of LOS ANGELES

SS.

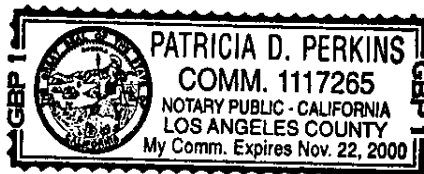


I, Patricia D. Perkins, a Notary Public, in and for and residing in said County, in the State aforesaid, do hereby certify that Sean Mahon, who is personally known to me to be the Vice President of Wells Fargo Bank, National Association, a national banking association, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as the Vice President of said Corporation, as his free and voluntary act and the free and voluntary act of the Corporation, pursuant to authority granted to him by the Board of Directors, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of September, 1999.

Patricia D. Perkins

My Commission Expires: 11-22-00



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STATE OF ILLINOIS
COUNTY OF COOK ss.

99899778

On this 10th day of AUGUST, 1999, before me, ~~CRAIG E ANDERSON~~ KAREN L. TOBORG
a Notary Public in and for the State of ~~California~~ ILLINOIS, personally appeared CRAIG E ANDERSON
personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Karen L. Toborg

My commission expires 6/3/02



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EXHIBIT A-1 - Continued

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ALSO PARCEL 3:

AN EASEMENT FOR INGRESS AND EGRESS AND ACCESS AND UTILITY PURPOSES APPURTENANT TO THE PROPERTY DESCRIBED ABOVE AS PARCEL 1, AS CREATED BY DECLARATION OF PROTECTIVE COVENANTS AND RECIPROCAL GRANTS OF EASEMENT (HEREIN CALLED THE 'DECLARATION') RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT 24594255 TO, FROM AND BETWEEN THE PROPERTY DESCRIBED ABOVE AS PARCEL 1 AND ELMHURST ROAD IN, ON, UNDER, OVER AND ACROSS THE NORTH 27 FEET OF THE FOLLOWING PARCEL OF REAL PROPERTY (HEREIN CALLED 'PARCEL D'): THAT PART OF LOT 4, IN LINNEMAN'S DIVISION OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTH EAST 1/4 OF SECTION 14, OF THE THIRD PRINCIPAL MERIDIAN, RANGE 11 EAST OF THE WEST RIGHT OF WAY LINE OF ELMHURST TOWNSHIP 41 NORTH, RANGE 11 EAST OF SECTION 14, DESCRIBED AS PLAT THEREOF RECORDED SEPTEMBER 10, 1953 AS DOCUMENT NO. 15716544, ACCORDING TO THE FOLLOWING: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF ELMHURST ROAD AND THE NORTH LINE OF SAID LOT 4; THENCE SOUTH 0 DEGREES 50 MINUTES 20 SECONDS WEST ALONG THE SAID WEST LINE OF SAID LOT 4, A DISTANCE OF 430.04 FEET; THENCE SOUTH 89 DEGREES 09 MINUTES 40 SECONDS WEST, A DISTANCE OF 191.02 FEET; THENCE SOUTH 5 DEGREES 50 MINUTES 20 SECONDS WEST, A DISTANCE OF 288.94 FEET; THENCE PERPENDICULAR TO THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 18.44 FEET; THENCE EAST, PARALLEL WITH THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 168.00 FEET TO THE SAID NORTH LINE OF LOT 4; THENCE EAST ALONG THE SAID NORTH LINE, A DISTANCE OF 9.48 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

NON-EXCLUSIVE EASEMENT APPURTENANT TO THE PROPERTY DESCRIBED ABOVE AS PARCEL 1, FOR THE USE OF VEHICLES UPON PARCEL 'D' AS CREATED BY THE DECLARATION OF PROTECTIVE COVENANTS AND RECIPROCAL GRANTS OF EASEMENT RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS AS DOCUMENT 24594255 IN COOK COUNTY, ILLINOIS.

Address of Property:

1699 Wall Street, Mount Prospect, Illinois
08-23-203-000

Cook County Clerk's Office

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EXHIBIT A-1

99899778

PARCEL 1:

THAT PART OF LOT 4 IN LINNEMAN'S DIVISION OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE SOUTH 477.78 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 10, 1953 AS DOCUMENT NUMBER 15716544 DESCRIBED AS FOLLOWS:: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 4 WITH THE WEST LINE OF ELMHURST ROAD, SAID WEST LINE BEING A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 4; THENCE SOUTH 90°00'00" WEST ALONG THE NORTH LINE OF SAID LOT 4, 209.48 FEET TO A POINT OF BEGINNING; THENCE CONTINUING SOUTH 90°00'00" WEST ALONG THE NORTH LINE OF SAID LOT 4, 562.52 FEET; THENCE SOUTH 00°00'00" EAST ALONG A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 4, 270.28 FEET; THENCE NORTH 90°00'00" EAST, PARALLEL WITH THE NORTH LINE OF SAID LOT 4, 46.00 FEET; THENCE SOUTH 00°00'00" EAST ALONG A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 4, 398.52 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVED LINE CONVEX EASTERLY, HAVING A RADIUS OF 532.07 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 46.58 FEET; (THE CHORD OF SAID ARC BEARS SOUTH 02°30'28" WEST 46.56 FEET); THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 233.00 FEET, AN ARC DISTANCE OF 73.28 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 72°25'08" EAST, 72.98 FEET); THENCE SOUTH 63°24'33" EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 104.65 FEET; THENCE NORTH 45°50'20" EAST 469.74 FEET; THENCE NORTH 00°00'00" EAST 288.95 FEET; THENCE NORTH 90°00'00" EAST, 18.44 FEET; THENCE NORTH 00°00'00" EAST, 168.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 2:

AN EASEMENT FOR UTILITY PURPOSES APPURTENANT TO THE PROPERTY DESCRIBED ABOVE AS PARCEL 1 OVER, UNDER AND ACROSS THAT PORTION OF THE WEST 30.00 FEET OF THE EAST 730.00 FEET OF LOT 4 IN LINNEMAN'S DIVISION AFOREDESCRIBED LYING NORTH OF THE NORTH LINE OF ALGONQUIN ROAD AND SOUTH OF THE SOUTH LINE OF THE PROPERTY DESCRIBED ABOVE AS PARCEL 1 AS CREATED BY INSTRUMENT RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT 24594254 (EXCEPTING THAT PART THEREOF FALLING WITHIN PARCEL 1 ABOVE).

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EXHIBIT A-1 - Continued

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ALSO PARCEL 3:

AN EASEMENT FOR INGRESS AND EGRESS AND ACCESS AND UTILITY PURPOSES APPURTENANT TO THE PROPERTY DESCRIBED ABOVE AS PARCEL 1, AS CREATED BY DECLARATION OF PROTECTIVE COVENANTS AND RECIPROCAL GRANTS OF EASEMENT (HEREIN CALLED THE 'DECLARATION') RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT 24594255 TO, FROM AND BETWEEN THE PROPERTY DESCRIBED ABOVE AS PARCEL 1 AND ELMHURST ROAD IN, ON, UNDER, OVER AND ACROSS THE NORTH 27 FEET OF THE FOLLOWING PARCEL OF REAL PROPERTY (HEREIN CALLED 'PARCEL D'): THAT PART OF LOT 4, IN LINNEMAN'S DIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 10, 1953 AS DOCUMENT NO. 15716544, DESCRIBED AS FOLLOWS:: BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF ELMHURST ROAD AND THE NORTH LINE OF SAID LOT 4; THENCE SOUTH 0 DEGREES 50 MINUTES 20 SECONDS WEST ALONG THE SAID WEST LINE OF ELMHURST ROAD, A DISTANCE OF 430.04 FEET; THENCE NORTH 89 DEGREES 09 MINUTES 40 SECONDS WEST, A DISTANCE OF 191.02 FEET; THENCE SOUTH 45 DEGREES 50 MINUTES 20 SECONDS WEST, A DISTANCE OF 42.69 FEET; THENCE NORTH PERPENDICULAR TO THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 288.94 FEET; THENCE EAST, PARALLEL WITH THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 18.44 FEET; THENCE NORTH, PERPENDICULAR TO THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 168.00 FEET TO THE SAID NORTH LINE OF LOT 4; THENCE EAST ALONG THE SAID NORTH LINE, A DISTANCE OF 209.48 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO PARCEL 4:

A NON-EXCLUSIVE EASEMENT APPURTENANT TO THE PROPERTY DESCRIBED ABOVE AS PARCEL 1, FOR PARKING OF VEHICLES UPON PARCEL 'D' AS CREATED BY THE DECLARATION OF PROTECTIVE COVENANTS AND RECIPROCAL GRANTS OF EASEMENT RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT 24594255 IN COOK COUNTY, ILLINOIS.

Address of Property: 1699 Wall Street, Mount Prospect, Illinois

P.I.N.

08-23-203-DQO ^{BY}