

# UNOFFICIAL COPY

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2001-04-24 15:46:53

Cook County Recorder 43.50

Prepared by ~~and after~~  
~~Recording should be returned to:~~  
Thomas H. Page, Esq.  
Barack Ferrazzano Kirschbaum Perlman & Nagelberg  
333 West Wacker Drive  
Suite 2700  
Chicago, Illinois 60606



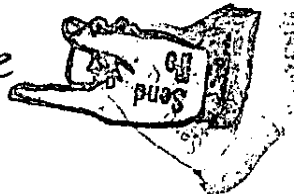
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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT  
BY AND AMONG  
VENCOR, INC.,  
VENCOR OPERATING, INC.,  
VENTAS REALTY, LIMITED PARTNERSHIP,  
AND BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT

12

Master Lease No.: 1  
Facility No.: IL#4-690  
Property Address: 365 East North Avenue  
Northlake, Illinois  
(Cook County)  
Index No.: ML#1-24

Return to:  
Hope HARRELL  
FIRST AMERICAN Title  
633 Third Ave.  
New York, NY 10017



**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**  
(said instrument, as the same may be amended, amended and restated, supplemented or otherwise modified, the "Agreement") made and entered into as of the <sup>20th</sup> day of April, 2001 (the "Effective Date"), by and among **Vencor, Inc.**, a Delaware corporation formerly known as Vencor Healthcare, Inc. and to be known as Kindred Healthcare, Inc. ("Vencor"), **Vencor Operating, Inc.**, a Delaware corporation to be known as Kindred Healthcare Operating, Inc. ("Operator"; Operator, jointly and severally with Vencor and permitted successors and assignees of Operator and Vencor, "Tenant"), both having an address at 680 South 4th Avenue, Louisville, KY 40202, **Ventas Realty, Limited Partnership**, a Delaware limited partnership (together with its successors and assigns, "Landlord") having an address at 4360 Brownsboro Road, Suite 115, Louisville, KY 40207, and **Bank of America, N.A.**, a national banking association having an address at 901 Main Street, TX1-492-66-01 Dallas, Dallas County, TX 75202, in its capacity as Administrative Agent for the Secured Parties pursuant to a certain Credit Agreement (as hereinafter defined) ("Agent").

#### Preliminary Statement

WHEREAS, Landlord is the owner in fee simple of the real property described in Exhibit A attached hereto, together with the improvements thereon (the "Premises").

WHEREAS, Landlord and Tenant have entered into a certain Amended and Restated Master Lease Agreement No. 1 dated as of the Effective Date (as the same may have been or may hereafter be amended, amended and restated, supplemented, modified, renewed, extended or replaced, the "Lease") demising to Tenant, among other properties, the Premises.

WHEREAS, pursuant to a certain Amended and Restated Credit, Security, Guaranty and Pledge Agreement dated as of April 29, 1998, as amended and restated as of January 31, 2000, among Ventas Realty, Limited Partnership, as Borrower, the Guarantors referred to therein, the lenders from time to time party thereto (said lenders, their respective successors and assigns, and any other persons that may thereafter become parties thereto as lenders, being collectively referred to herein as the "Lenders"), Bank of America, N.A., as Administrative Agent and Issuing Bank, and Morgan Guaranty Trust Company of New York, as Documentation Agent (said Credit Agreement, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") and certain other loan documents, the Lenders have agreed to make mortgage loans (collectively the "Loans") to Landlord as Borrower in the amount of up to NINE HUNDRED NINETY EIGHT MILLION THREE HUNDRED SIXTY SEVEN THOUSAND NINE HUNDRED DOLLARS (\$998,367,900.00), together with interest thereon and other amounts, to be secured by, among other things, a certain Mortgage, Open End Mortgage, Deed of Trust, Trust Deed, Deed to Secure Debt, Credit Line Deed of Trust, Assignment, Security Agreement and Financing Statement (such mortgage, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Mortgage") and a certain Assignment of Leases and Rents (such assignment, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Assignment of Leases")

encumbering the Premises, which Mortgage and Assignment of Leases were recorded on February 29, 2000, in Cook County, Illinois as, respectively, Doc. Nos. 00148167 and 00148168.

WHEREAS, Agent, Landlord and Tenant desire to confirm their understanding with respect to the Lease and the Loans and the rights of Tenant and the Lenders and Agent thereunder.

WHEREAS, immediately following the execution and delivery of this Agreement, Vencor will change its name to Kindred Healthcare, Inc. and Operator will change its name to Kindred Healthcare Operating, Inc.

NOW THEREFORE, in consideration for the mutual covenants contained herein and other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Subordination. Notwithstanding anything to the contrary set forth in the Lease, the Lease and the rights of Tenant in, to and under the Lease and the Premises are hereby subjected and subordinated to the lien of the Mortgage and to any modification, reinstatement, extension, supplement, consolidation or replacement thereof as well as any advances or readvances with interest thereon and to any mortgages, open-end mortgages, deeds of trust, trust deeds, deeds to secure debt or credit line deeds of trust on the Premises which may be hereafter held by Agent.

2. Tenant Not to Be Disturbed. So long as there exists no Event of Default (as defined in the Lease), if the interests of Landlord under the Lease are transferred by reason of, or assigned in lieu of, foreclosure or other proceedings for enforcement of the Mortgage, or the Agent should otherwise come into possession of or title to the Premises, the Agent shall not join Tenant in summary or foreclosure proceedings unless required by law in order to obtain jurisdiction (but in such event no judgment foreclosing the Lease shall be sought) and the Agent shall not disturb the use and occupancy of Tenant under the Lease and shall be bound to Tenant under all of the terms and conditions of the Lease (except as provided in this Agreement). Notwithstanding the foregoing, if there exists an Event of Default (as defined in the Lease) that, pursuant to the terms of Section 16.10 of the Lease, entitles Landlord to exercise remedies solely against the Leased Property (as defined in the Lease) to which such Event of Default relates, then, unless such Event of Default relates to the Premises or such Section 16.10 ceases to limit Landlord's exercise of remedies solely to the aforesaid Leased Property, the Agent shall not join Tenant in summary or foreclosure proceedings relative to the Premises unless required by law in order to obtain jurisdiction (but in such event no judgment foreclosing the Lease as it relates to the Premises shall be sought) and the Agent shall not disturb Tenant's use and occupancy of the Premises under the Lease and shall be bound to Tenant under all the terms and conditions of the Lease relating to the Premises (except as provided in this Agreement), provided, however, that Agent shall be entitled, upon becoming the successor landlord under the Lease relative to the Premises, to exercise its rights and

remedies under the Lease relative to the Premises, subject to any limitations upon such rights and remedies as may exist due to the applicability of Section 16.10 of the Lease.

Agent acknowledges and agrees that certain Events of Default set forth in Schedule 1.3 of the Lease have been waived by Landlord and shall not be considered Events of Default under the Lease for purposes of this Agreement.

3. Tenant to Attorn to Agent. If the interests of Landlord under the Lease are transferred by reason of, or assigned in lieu of, foreclosure or other proceedings for enforcement of the Mortgage, or the Agent should otherwise come into possession of or title to the Premises, then Tenant shall, at the option of such purchaser or assignee, as the case may be, (x) attorn to such party and perform for its benefit all the terms, covenants, and conditions of the Lease on Tenant's part to be performed with the same force and effect as if such party were the landlord originally named in the Lease, or (y) enter into a new lease relative to the Premises with such party as landlord, for the remainder of the term of the Lease as it applies to the Premises and otherwise on the same terms and conditions of the Lease, except that in either case such successor landlord shall not be (i) liable for any previous act, omission or negligence of any prior landlord (including Landlord) under the Lease; (ii) subject to any counterclaim, defense or offset which theretofore shall have accrued to Tenant against any prior landlord (including Landlord); (iii) bound by any previous modification or amendment of the Lease or by any previous prepayment of more than one month's rent, unless such modification, amendment or prepayment shall have been approved in writing by the Agent or such purchaser or assignee or, in the case of modifications or amendments, unless such modification or amendment relates only to non-economic terms or, taken alone or with all other amendments or modifications since the date hereof, would not adversely affect Landlord's ability to repay the Loans and the other obligations secured by the Mortgage as and when due; or (iv) liable for any security deposited pursuant to the Lease unless such security has actually been delivered to such successor landlord. Nothing contained in this Section 3 shall be construed to limit (a) any right otherwise exercisable by any such purchaser or assignee or by Tenant against any successor landlord because of events occurring after the date of attornment or (b) successor landlord's obligation to correct any conditions that existed as of the date of attornment and violate successor landlord's obligations as landlord under the Lease. Tenant agrees to execute and deliver to any such purchaser or assignee such further assurance and other documents confirming the foregoing as such purchaser or assignee may reasonably request.

4. Acknowledgment of Assignment of Lease and Rents. Tenant acknowledges that it has notice that the Lease and the rent and all other sums due thereunder have been assigned or are to be assigned to the Agent as security for the Loans secured by the Mortgage. In the event that the Agent shall notify Tenant of a default under the Mortgage and demand that Tenant pay its rent and all other sums due under the Lease to Agent (a "Rent Payment Notice"), Tenant agrees that it shall honor such Rent Payment Notice and pay its rent and all other sums due under the Lease directly to the Agent or as otherwise required pursuant to such notice and shall disregard any notice to the contrary received from any landlord (including Landlord) under the Lease or any third party. Landlord irrevocably directs Tenant to comply

with any Rent Payment Notice received from Agent, notwithstanding any contrary direction or instruction from Landlord or from any third party. Tenant shall be entitled to rely on any Rent Payment Notice. Tenant shall be under no duty to controvert or challenge any Rent Payment Notice. Tenant's compliance with a Rent Payment Notice shall not be deemed to violate the Lease. Landlord hereby releases Tenant from any claims based upon Tenant's compliance with any Rent Payment Notice and further agrees to indemnify and hold Tenant harmless from and against any and all loss, claim, damage, liability, cost or expense, including, without limitation, reasonable attorneys' fees, arising from any claim made by Landlord against Tenant based upon Tenant's compliance with any Rent Payment Notice. Landlord shall look solely to Agent with respect to any claims Landlord may have on account of an incorrect or wrongful Rent Payment Notice. Tenant shall be entitled to full credit under the Lease for any rent or other sums due under the Lease paid to Agent pursuant to a Rent Payment Notice to the same extent as if such rent and other sums were paid directly to Landlord. Tenant agrees that Agent shall not be liable for or bound by any payment of rent that Tenant may have made to Landlord more than thirty (30) days before the date such rent was first due and payable under the Lease with respect to any period after the date of attornment.

5. Limited Liability.

(a) The interest of Landlord in the Lease shall be or has been assigned to Agent solely as additional security for the Loans and Agent assumes no duty, liability or obligation under the Lease, either by virtue of said assignment, the exercise thereof or by any subsequent receipt or collection of rental, additional rental or any other sums due thereunder.

(b) If Agent shall succeed to the interest of Landlord, Agent shall have no personal liability as successor to Landlord, and Tenant shall look only to the estate and property of Agent in the Premises or the proceeds thereof (including, without limitation, insurance and condemnation proceeds) for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money in the event of any default by Agent as landlord under the Lease. No other property or assets of Agent shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to the Lease, the relationship of the Landlord and the tenant thereunder or Tenant's use or occupancy of the Premises.

6. Agent's Right to Notice of Default and Option to Cure. Tenant hereby agrees that, from and after the date hereof, in the event of any act or omission by Landlord which would give Tenant the right, either immediately or after the lapse of time, to terminate or cancel the Lease or to claim a partial or total eviction, or abatement of rent, setoff or counterclaim not otherwise expressly permitted by the terms of the Lease, Tenant shall not exercise any such right until (i) it has given written notice of such act or omission to the Agent; (ii) Landlord shall have failed to cure the same within the time limits set forth in the Lease; (iii) following the giving of such notice the Agent shall not have remedied such act or omission (x) in the case of any act or omission which is capable of being remedied without possession of the Premises, within the cure period available to Landlord under the Lease plus thirty (30) days and (y) in the case of any act or omission which is incapable of being remedied without



possession of the Premises, within thirty (30) days following the date on which possession is obtained (either by the Agent or by a receiver in an action commenced by the Agent), provided the Agent shall have promptly commenced action to obtain possession and shall diligently pursue such action to completion and provided further the Agent shall promptly give Tenant notice of its intention to, and commence and continue to, remedy such act or omission or cause the same to be remedied.

7. Notices. Notices and other communications provided for herein shall be in writing and shall be delivered or mailed (or if by facsimile communications equipment, delivered by such equipment) addressed, (a) if to Agent, to it at 901 Main Street; 66th Flr.; TX1-492-6600; Dallas, TX 75202; Attn: Jay Wampler; Facsimile No.: 214-209-3533, with a copy to Bank of America, N.A.; 101 North Tryon; Charlotte, NC 28255; NC1-001-1504; Attn: Credit Services; Facsimile No.: 704-409-0023 and Clifford Chance Rogers & Wells LLP; 200 Park Avenue; NY, NY 10166-0153; Attn: Margot B. Schonholtz, Esq.; Facsimile No.: 212-878-8375, or (b) if to Landlord to it at 4360 Brownsboro Road; Suite 115; Louisville, Kentucky 40207-1642, Attn: General Counsel; Facsimile No.: 502-357-9001, with a copy to Maurice M. Lefkowitz, Esq., Willkie Farr & Gallagher; 787 Seventh Avenue; New York, New York 10019-6099; Facsimile No. 212-728-8111 and a copy to Barack Ferrazzano Kirschbaum Perlman & Nagelberg; 333 West Wacker Drive, Suite 2700, Chicago, IL 60606; Attn: Thomas H. Page, Esq., Facsimile No.: (312) 984-3150, or (c) if to Tenant to it at 680 South 4th Avenue; Louisville, Kentucky 40202-2612; Attn: Chief Financial Officer; Facsimile No. 502-596-4099 and a copy to 680 South 4th Avenue; Louisville, Kentucky 40202-2612; Attn: General Counsel; Facsimile No. 502-596-4075 or such other address as such party may from time to time designate by giving written notice to the other parties hereunder. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given (x) on the fifth day after the date when sent by registered or certified mail, postage prepaid, return receipt requested, if by mail, (y) when delivered, if delivered by hand or courier service or (z) when receipt is acknowledged, if by facsimile communications equipment, in each case addressed to such party as provided in this Section or in accordance with the latest unrevoked written direction from such party.

8. Estoppel. Tenant hereby states, declares, represents and warrants as follows:

- (a) That the Lease term shall expire on various dates as reflected in the Lease, that as of the date hereof Tenant is paying rent on a current basis, that save only as may be required by the terms of the Lease, no rent has been or shall be paid by Tenant during the term of this Lease for more than one month in advance, that the rent payable under the Lease is in the amounts provided thereunder, and that there is no claim or basis for an adjustment thereto;
- (b) That no default on the part of Tenant exists under the Lease, nor is there any default under the Lease that, with the giving of notice or the passage of time or both, would constitute a default on the part of Tenant under

the Lease, in the performance of the terms, covenants and conditions of the Lease required to be performed on the part of Tenant (except as set forth in Schedule 1.3 to the Lease), there exist no defenses or offsets to enforcement of the Lease by the Landlord and that there are, as of the date hereof, no defaults or breaches on the part of the Landlord under the Lease known to Tenant and the Tenant has made no claim against the Landlord;

(c) That the Lease is now in full force and effect and has not been amended, modified or assigned and the Lease is the only agreement between Landlord and Tenant regarding the Premises;

(d) That the Premises at the above location have been completed in accordance with the terms of the Lease, that it has accepted possession of said Premises, that it now occupies the same and is open for business and that Tenant has not assigned, sublet (except as set forth in Schedules 25.1.7 and 40.12 to the Lease and except further two (2) subleases of Facility No. 4533, one for 2,000 square feet and one for 298 square feet, as described in correspondence dated March 8, 2001 from Tenant's counsel to Landlord's counsel), transferred, encumbered (except for Leasehold Mortgage (as defined in the Lease) permitted under the Lease) or otherwise disposed of its interest in the Lease and/or the Premises, or any part thereof;

9. Agent Obligations. Pursuant to the requirements of Article XXXVIII of the Lease, the Agent hereby agrees (a) to give Tenant the same notice, if any, given to Landlord of any default or acceleration of any obligation underlying the Mortgage or any sale in foreclosure under the Mortgage; (b) to permit Tenant to cure any such default on Landlord's behalf within any applicable cure period, and Landlord agrees that Tenant shall be reimbursed by Landlord for any and all out-of-pocket costs incurred to effect any such cure (including reasonable attorneys' fees); (c) to permit Tenant to appear by its representative and to bid at any sale in foreclosure made with respect to the Mortgage; and (d) pursuant to the terms and conditions of this Agreement, not to disturb Tenant's possession of the Premises other than as permitted in Section 2 and elsewhere in this Agreement.

10. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE IN WHICH THE PREMISES IS LOCATED.

11. Recording. Landlord shall pay all recording and filing fees in respect to this Agreement and any agreements, instruments and documents made pursuant to the terms hereof or ancillary hereto, as well as any and all taxes and fees which may be due and payable on the recording of this Agreement and any taxes and fees hereafter imposed on this Agreement.

12. Miscellaneous. In the event of any conflict or inconsistency between the provisions of this Agreement and the Lease, the provisions of this Agreement shall govern.

The Agent's enforcement of any provision of this Agreement or the Mortgage shall not entitle Tenant to claim any interference with the contractual relations between Landlord and Tenant or give rise to any claim or defense against the Agent with respect to the lawful enforcement of such provisions. The provisions of this Agreement are binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereof; provided however, that the interest of Tenant under this Agreement may not be assigned or transferred, nor the Premises sublet, except as expressly permitted in the Lease. Landlord agrees that this Agreement satisfies any condition or requirement in the Lease relating to the granting by Tenant of a subordination agreement relative to the Mortgage and Assignment of Leases, in each case as the same relate to the Premises. Tenant agrees that this Agreement satisfies any conditions or requirements in the Lease relating to the granting of a non-disturbance agreement. If any portion of this Agreement shall be held invalid or inoperative, then all of the remaining portions shall remain in full force and effect, and so far as is reasonable and possible, effect shall be given to the intent manifested by the portion or portions held to be invalid or inoperative. This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but all of which, collectively and separately, shall constitute one and the same agreement. The headings of the sections, paragraphs and subdivisions of this Agreement are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other. No change, amendment, modification, abridgement, cancellation or discharge hereof or of any part hereof, shall be valid unless agreed to in writing by the party against whom enforcement of any waiver, change, modification, abridgement, cancellation or discharge is sought. Agent represents that Agent has full authority to enter into this Agreement and Agent's entry into this Agreement has been duly authorized by all necessary actions.

13. Effective Date. This Agreement shall be effective as of the date hereof.

[Signature Page Follows]



# UNOFFICIAL COPY

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IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

**TENANT:**

VENCOR, INC., a Delaware corporation  
formerly known as Vencor Healthcare, Inc.

By: [Signature]  
Name: Richard A. Lechleiter  
Title: Vice President - Finance, Corporate Controller & Treasurer

VENCOR OPERATING, INC., a Delaware  
corporation

By: [Signature]  
Name: Richard A. Lechleiter  
Title: Vice President - Finance, Corporate Controller & Treasurer

**LANDLORD:**

VENTAS REALTY, LIMITED  
PARTNERSHIP, a Delaware limited  
partnership

By: Ventas, Inc., a Delaware corporation,  
its general partner

By: [Signature]  
T. Richard Riney, Executive Vice  
President, General Counsel and  
Secretary

**AGENT:**

BANK OF AMERICA, N.A., a national  
banking association, as Administrative Agent

By: [Signature]  
Name: Jay F. Wampler  
Title: Managing Director

Property of Cook County Clerk's Office

Acknowledgments

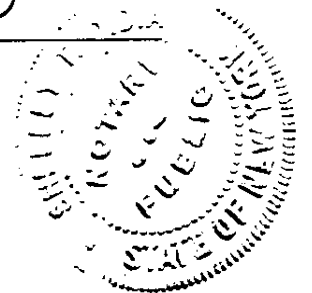
STATE OF NEW YORK )
) SS:
COUNTY OF NEW YORK )

- Finance, Corporate
Controller &
Treasurer

On this 29 day of March, 2001 before me, the undersigned, a Notary Public in and of the State of New York, personally appeared Richard A. Lechleiter, who, being by me duly sworn, did say that, (s)he is the Vice President of VENCOR, INC., a Delaware corporation, and that the foregoing officer acknowledged execution of the instrument to be the voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]
Notary Public
(Seal)



My commission expires: \_\_\_\_\_

SHELLEY T. DI DIA
Notary Public, State of New York
No. 31-01D14956701
Qualified in New York County
Commission Expires October 2, 2001

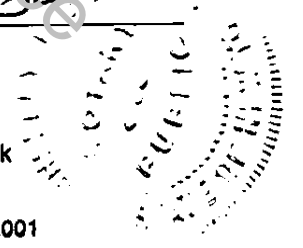
STATE OF NEW YORK )
) SS:
COUNTY OF NEW YORK )

- Finance
Corporate
Controller &
Treasurer

On this 29 day of March, 2001 before me, the undersigned, a Notary Public in and of the State of New York, personally appeared Richard A. Lechleiter, who, being by me duly sworn, did say that, (s)he is the Vice President of VENCOR OPERATING, INC., a Delaware corporation, and that the foregoing officer acknowledged execution of the instrument to be the voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]
Notary Public
(Seal)

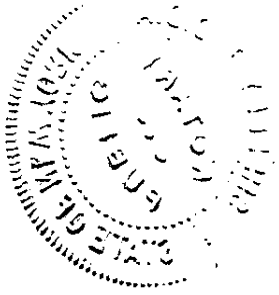


My commission expires: \_\_\_\_\_

SHELLEY T. DI DIA
Notary Public, State of New York
No. 31-01D14956701
Qualified in New York County
Commission Expires October 2, 2001

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Property of Cook County Clerk's Office



# UNOFFICIAL COPY

STATE OF NEW YORK )  
)  
COUNTY OF NEW YORK )

0010335175 Page 11 of 12

On this 28<sup>th</sup> day of March, 2001, before me, the undersigned notary public, personally appeared T. Richard Riney, personally known and acknowledged himself to me to be the Executive Vice President, General Counsel and Secretary of Ventas, Inc., a Delaware corporation, in its capacity as the general partner of Ventas Realty, Limited Partnership, a Delaware limited partnership, and that as such officer, being duly authorized to do so pursuant to its bylaws and/or resolution, has executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him in his authorized capacity as such officer as his free and voluntary act and deed of said corporation, in its capacity as the general partner and on behalf of the aforesaid limited partnership.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Kellen J. Agnew  
Notary Public  
KELLEN J. AGNEW  
Notary Public, State of New York  
No. 01AG6050605  
Qualified in New York County  
Commission Expires Nov. 6, 2002

[SEAL]

My Commission Expires: Nov. 6, 2002

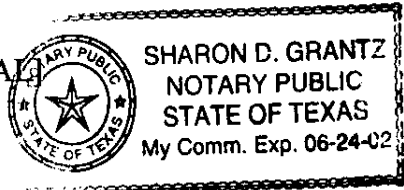
STATE OF TEXAS )  
)  
COUNTY OF DALLAS )

On this 26 day of MARCH, 2001, before me, the undersigned notary public, personally appeared Jay T. Wampler, personally known and acknowledged him to me to be the Managing Director of Bank of America, N.A., a national banking association, as Administrative Agent, and that as such officer, being duly authorized to do so pursuant to its bylaws and/or resolution, has executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the national banking association by him in his authorized capacity as such officer as his free and voluntary act and deed of said national banking association, as Administrative Agent.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Sharon D. Grantz  
Notary Public

[SEAL]



My Commission Expires: 06-24-02

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ALL INFORMATION CONTAINED  
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DATE 08/14/01 BY 60322/UC/STP

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IL

EXHIBIT A  
THE LAND

LOTS 5, 6, 7, 8 (EXCEPT THE EAST 26 FEET THEREOF) IN BLOCK 1; ALSO LOTS 1, 2, 3, 4 AND 15 IN BLOCK 2, IN TOWN MANOR, A SUBDIVISION OF THE NORTH 100 ACRES OF THE NORTH EAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER THE FOLLOWING:

A STRIP OF LAND OF VARIOUS WIDTHS OVER THAT PART OF LOT 14 IN BLOCK 2 IN TOWN MANOR, A SUBDIVISION OF THE NORTH 100 ACRES OF THE NORTH EAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH WEST CORNER OF SAID LOT 14; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 133.57 FEET TO THE NORTH WEST CORNER OF SAID LOT; THENCE NORTH 83 DEGREES 15 MINUTES 38 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 42.02 FEET TO A LINE 42.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID PARALLEL LINE A DISTANCE OF 32.00 FEET; THENCE SOUTH 35 DEGREES 19 MINUTES 49 SECONDS WEST 20.76 FEET TO A POINT ON A LINE 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT; THENCE SOUTH 0 DEGREES 00 MINUTES SECONDS EAST ALONG SAID PARALLEL LINE A DISTANCE OF 85.00 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT; THENCE SOUTH 88 DEGREES 15 MINUTES 37 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 30.01 FEET TO THE POINT OF BEGINNING OF THE STRIP OF LAND HEREIN DESCRIBED, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER THE FOLLOWING:

THE NORTH 30.00 FEET OF LOT 9 IN BLOCK 1, (AS MEASURED PERPENDICULARLY TO THE NORTH LINE OF SAID LOT) IN TOWN MANOR, A SUBDIVISION OF THE NORTH 100 ACRES OF THE NORTH EAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#4690 ILLINOIS  
365 East North Avenue, Northlake  
PIN: 15-05-211-006/007/008/005  
15-05-212-001/002/003/004/008