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THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING SHOULD BE MAILED TO:
DEMETRIUS CARNEY, ESQ.
WILDMAN, HARROLD, ALLEN & DIXON
225 WEST WACKER DRIVE
CHICAGO, ILLINOIS 60606



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SUBORDINATION, ATTORNMENT AND NONDISTURBANCE AGREEMENT

THIS SUBORDINATION, ATTORNMENT AND NONDISTURBANCE AGREEMENT (hereinafter referred to as the "Agreement") is made as of the 12th day of July, 2002, by and among SEAWAY NATIONAL BANK OF CHICAGO, a national banking association (hereinafter referred to as "Mortgagee"), SOUTH COTTAGE GROVE, L.L.C., an Illinois limited liability company (hereinafter referred to as "Landlord"), and HOUSE OF KICKS, LLC (hereinafter referred to as "Tenant"):

WITNESSETH:

WHEREAS, Mortgagee has agreed to make a loan in the principal amount of approximately TWO MILLION THREE HUNDRED THOUSAND and 00/100 Dollars (\$2,300,000.00) (hereinafter referred to as the "Loan") to Landlord ("Borrower") which Loan is secured by that certain Mortgage dated July 11, 2002 made by Landlord to Mortgagee and recorded in Cook County, Illinois as Document No. _____ (hereinafter referred to as the "Mortgage") encumbering the real estate legally described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Premises"), and other Loan Documents (as defined in the Mortgage), and evidenced by that certain Note dated as of July 11, 2002 made by Borrower to Mortgagee in the original principal amount of TWO MILLION THREE HUNDRED THOUSAND and 00/100 Dollars (\$2,300,000.00) (hereinafter referred to as the "Note") (Mortgagee is hereby authorized to fill in the preceding blanks with appropriate identifying information after execution of this Agreement); and

WHEREAS, by Lease dated December 1, 2001, (hereinafter referred to as the "Lease"), by and between Landlord and Tenant, a portion of the Premises was leased to Tenant, said leased premises being more particularly described in the Lease (hereinafter referred to as the "Leased Premises"); and

WHEREAS, as a condition precedent to making and disbursing the Loan to Borrower, Mortgagee has required this Agreement; and

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BOX 333-CT

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WHEREAS, Mortgagee, Landlord and Tenant are willing to agree to a subordination, attornment and nondisturbance agreement on the terms and conditions hereinafter provided;

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Mortgagee, Landlord and Tenant hereby agree as follows:

1. Subordination. Tenant hereby covenants, agrees and declares that the Lease and any renewal, extension, modification or amendment thereof and all of Tenant's right, title and interest under the Lease, including any options to expand, renew or purchase contained in the Lease, in and to said Leased Premises are and shall be fully subject and subordinate in all respects to the Mortgage and the indebtedness evidenced by the Note, and to any future advance, disbursement, renewal, increase, replacement, extension or other modification or amendment thereof, with the same force and effect as if the Mortgage and the indebtedness evidenced by the Note, and any future advance, disbursements, renewal, increase, replacement, extension or other modification or amendment thereof, had been executed, delivered and recorded prior to the execution and delivery of the Lease.

2. Attornment. Tenant hereby further covenants and agrees as follows:

(a) That in the event of Landlord's default under the Loan Documents and Mortgagee's election to exercise any of its rights or remedies thereunder, including, without limitation, in the event of Mortgagee's exercise of its rights under any Assignment of Leases, Rents and Profits made by Landlord to Mortgagee or in the event of a foreclosure of the Mortgage or a conveyance in lieu of foreclosure, any of which occurs prior to the expiration date of the Lease, including any extensions and renewals thereof, Tenant hereby covenants and agrees to make full and complete attornment to Mortgagee, its successors, nominees or assigns, or to the purchaser of any foreclosure sale or grantee of any deed-in-lieu of foreclosure, and their successors, nominees and assigns, as the case may be, (all of said parties being hereinafter also collectively referred to as "Mortgagee") for the balance of the term of the Lease, including any extensions and renewals thereof, subject to and upon the same terms and conditions as therein provided, so as to establish direct privity of estate and contracts as between the Tenant and Mortgagee with the same force and effect as though the Lease were originally made directly from Mortgagee to Tenant, and Tenant thereafter shall make all rent payments and any other payments and otherwise perform under the Lease directly to and for the benefit of Mortgagee. The parties acknowledge and agree that the foregoing agreement of Tenant to attorn to Mortgagee is conditioned upon Mortgagee's agreement to recognize the Lease and Tenant's rights thereunder.

(b) That said attornment shall be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto; provided, however, that upon the election and written demand of Mortgagee, Tenant

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shall execute an instrument, satisfactory to Mortgagee, confirming and acknowledging said attornment.

3. Nondisturbance. In the event of Landlord's default under the Loan Documents and Mortgagee's election to exercise any of its rights or remedies thereunder, including, without limitation, in the event of foreclosure of the Mortgage or conveyance in lieu of foreclosure, any of which occurs prior to the expiration date of the Lease, including any extensions and renewals thereof, then Mortgagee agrees as follows:

(a) That no proceeding to foreclose the Mortgage and no conveyance in lieu of foreclosure thereof, will disturb Tenant's rights under the Lease, and any rights of Tenant under the Lease will not be diminished, affected or cut off thereby and Tenant will not be named by Mortgagee as a party defendant to said foreclosure proceeding; and

(b) The Lease shall continue in full force and effect and Mortgagee shall recognize the Lease and the Tenant's rights thereunder, so as to establish direct privity of estate and contract between Tenant and Mortgagee, with the same force and effect as though the Lease were originally made directly from Mortgagee to Tenant, and Mortgagee shall perform Landlord's obligations arising thereafter for the benefit of Tenant, subject to the terms of Section 4 hereof.

Mortgagee's obligation under Sections 3 (a) and (b) is subject to the condition that as of the date Mortgagee commences to exercise any right or remedy and at all times thereafter the following conditions have been and continue to be fulfilled:

i) Tenant shall be and remain in compliance with the terms and provisions of this Agreement and shall not, after the expiration of any applicable grace periods, be in default in the performance or observance of any of the terms, covenants, or conditions contained in the Lease to be performed or observed by Tenant thereunder and Tenant shall continue to attorn to Mortgagee; and

ii) the Landlord's Work, if any, as defined in the Lease, shall have been completed and Tenant shall have accepted possession of the Leased Premises.

In the event that either condition set forth in subsections i) or ii) above has not been fulfilled, then the foregoing nondisturbance agreement shall be inoperative between Mortgagee and Tenant and unless the parties can reach mutual agreement otherwise to keep the Lease or an amended or modified version thereof in effect, Mortgagee shall have the right and option through the process of foreclosure or otherwise to terminate or extinguish the Tenant's rights in and to the Leased Premises.

In the event that the condition set forth in subsection i) above has not been fulfilled, then the foregoing nondisturbance agreement shall be inoperative between Mortgagee and Tenant and unless the parties can reach mutual agreement otherwise to keep the Lease or an amended or modified version thereof in effect, Mortgagee shall have the right and

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option through the process of foreclosure or otherwise to terminate or extinguish the Tenant's rights in and to the Leased Premises.

4. Landlord's Prior Act.

(a) In the event of Landlord's default under the Loan Documents and Mortgagee's election to exercise any of its rights or remedies thereunder, including without limitation, in the event of foreclosure of the Mortgage or conveyance in lieu of foreclosure, Mortgagee and Tenant agree that Mortgagee shall not in any way or to any extent

i) be obligated or liable to Tenant for any security deposit or any other sums deposited with Landlord under the Lease and not physically delivered to Mortgagee; or

ii) be bound by any previous prepayment of rent for a period greater than one (1) month, unless such prepayment shall have been expressly approved in writing by Mortgagee; and

iii) Tenant shall have no right to assert any of the foregoing or any damages arising therefrom in any claim or suit against Mortgagee personally or as an offset or defense against Mortgagee's enforcement of the Lease against Tenant or as a grounds for termination of the Lease. The foregoing shall not limit Tenant's rights of recourse, if any, against Landlord for its breach of any such obligations under the Lease.

(b) In the event of Landlord's default under the Loan documents and Mortgagee's election to exercise any of its rights and remedies thereunder, including without limitation, in the event of foreclosure of the Mortgage or conveyance in lieu of foreclosure, Mortgagee and Tenant agree that Mortgagee shall not

i) be obligated or liable to Tenant with respect to construction and completion of any improvements in the Leased Premises; or

ii) be obligated or liable to Tenant for, or be bound by, any other prior act, omission, breach or default on the part of Landlord under the Lease, and Tenant shall have no right to assert any of the foregoing or any damages arising therefrom in any claim or suit against Mortgagee personally. However, the foregoing shall not limit Tenant's rights of recourse, if any, against Landlord for such failure to complete or other such breach of its obligations under the Lease or limit Tenant's rights under the Lease to terminate the Lease based on such failure or breach, if not otherwise performed, or limit Tenant's right of set-off, defense or other rights or remedies under the Lease with respect to such failure or breach.

(c) Tenant expressly acknowledges and agrees that, except as otherwise herein expressly provided in Sections 3(a) and (b) with respect to Mortgagee's nondisturbance agreement, Mortgagee shall not be obligated to perform or

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fulfill any obligation of Landlord under the Lease and shall not be deemed to have made a covenant or promise of Mortgagee to perform Landlord's obligations under the Lease.

5. Additional Covenants. Tenant hereby further covenants and agrees as follows:

(a) Tenant agrees to give to you, by certified mail, a copy of any notice of default under the Lease served by Tenant upon Landlord. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided in the Lease, then you shall have an additional thirty (30) days after the expiration of Landlord's cure period within which to cure such default, or, if such default cannot be cured within that time, then such additional time as may be necessary if, within your initial thirty (30) day cure period, you shall have commenced and shall be diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings if necessary to effect such cure). Such period of time shall be extended by any period within which you are prevented from commencing or pursuing such foreclosure proceedings by reason of the bankruptcy of Landlord. Until the time allowed as aforesaid for you to cure such default has expired without cure, Tenant shall have no right to and shall not terminate the Lease on account of default.

(b) That Tenant hereby agrees that it shall in no event:

i) make prepayment of rent for a period in excess of one (1) month;

ii) except as allowed under the express terms of the Lease, sublet the Leased Premises or any part thereof or assign its interest under the Lease, or permit its interest under the Lease to be assigned by operation of law or otherwise;

without in each and every instance the express prior written consent of Mortgagee or its successors, nominees or assigns.

(c) That except as provided herein, Tenant hereby agrees that it shall in no event subordinate or agree to subordinate the Lease to any other lien or encumbrance affecting the Premises and/or the Leased Premises without the express written consent of Mortgagee and any such attempted subordination or agreement to subordinate without such consent of Mortgagee shall be void and of no force and effect.

6. Modification. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be enforced.

7. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given if mailed by first-class United States mail, postage prepaid, registered or certified with return receipt requested, or by delivering same in person to the intended address or by prepaid messenger or reliable overnight service as follows:

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If to Tenant:

House of Kicks, LLC
9535 South Cottage Grove
Chicago, IL 60619

If to Mortgagee:

Seaway National Bank of Chicago
645 East 87th Street
Chicago, IL 60619

Copy to:

Wildman, Harrold, Allen & Dixon
225 West Wacker Drive
Chicago, Illinois 60606
Attention: Demetrius E. Carney

If to Landlord:

South Cottage Grove, L.L.C.
9535 South Cottage Grove
Chicago, IL 60619
Attn: Edward G. Gardner

Copy to:

Kirkland + Ellis
200 E. Randolph Drive
Chicago, IL 60601
Attn: Bradley Ritter

or to such other place as any party hereto may by notice in writing designate as a place for service of notice hereunder. Notice so mailed shall be effective three (3) days after the date of its deposit. Notice given in any other manner shall be effective only if and when received by the addressee.

8. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the parties hereby and their respective successors or assigns; provided, however, that upon the assignment of the interest of the original or any successor Mortgagee hereunder, all obligations of such Mortgagee under this Agreement shall terminate, and thereupon all such obligations shall be the responsibility of the party or parties to whom such Mortgagee's interest is so assigned.

9. Estoppel Certificates. Tenant shall, at any time and from time to time, upon not less than ten (10) days prior written request from Mortgagee, execute, acknowledge and deliver to Mortgagee in form reasonably satisfactory to Mortgagee, a written statement certifying that Tenant has or has not accepted the Leased Premises, that the Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that the Landlord, to its knowledge, is or is not in default thereunder, and specifying the nature of any default then known about, the date to which the rental and other charges have been paid in advance, if any, or such other accurate certification as may be required by Mortgagee.

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10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, Mortgagee, Tenant and Landlord have respectively executed this Agreement as of the day and year first above written.

MORTGAGEE:

SEAWAY NATIONAL BANK OF CHICAGO

By 

Its:

ARLENE WILLIAMS

SENIOR VICE PRESIDENT

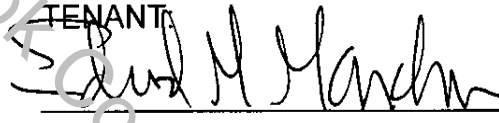
LANDLORD:



By _____

Its:

TENANT:



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MORTGAGEE'S ACKNOWLEDGEMENT

STATE OF ILLINOIS

COUNTY OF

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Arlene Willis personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Sr. Vice President of Seaway National Bank of Chicago, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of July, 2007.

Joi D Monroe
Notary Public

My Commission Expires:



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LANDLORD'S ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that EDWARD G. GARDNER and _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ of _____ appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said _____ for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11th day of JULY, 2002.

Angela Koettters
Notary Public



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TENANT'S ACKNOWLEDGMENT

STATE OF

COUNTY OF

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that EDWARD G. GARDNER personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that _____ signed and delivered the said instrument as _____ own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11th day of JULY, 2002.

Angela Koettters
Notary Public

My Commission Expires:



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EXHIBIT A

(Page 1 of 5)

PARCEL 1:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE SOUTH LINE OF EAST 95TH STREET, WITH THE EAST LINE OF COTTAGE GROVE AVENUE (AS SAID AVENUE IS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 29, 1907 IN BOOK 95 OF PLATS, PAGE 39) RUNNING THENCE SOUTHWESTERLY ALONG THE EAST LINE OF SAID COTTAGE GROVE AVENUE 213.26 FEET, THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF EAST 95TH STREET, A DISTANCE OF 320.36 FEET TO THE EAST LINE OF A RAILROAD RIGHT OF WAY; THENCE SOUTHWESTERLY ALONG THE EAST LINE OF SAID RIGHT OF WAY WHICH IS PARALLEL WITH THE AFORESAID EAST LINE OF COTTAGE GROVE 711.53 FEET TO AN INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG SAID CURVED LINE WITH A RADIUS OF 278.94 FEET, A DISTANCE OF 338.43 FEET TO AN INTERSECTION WITH A LINE PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET AND 1200 FEET SOUTHWESTERLY OF THE INTERSECTION OF THE SOUTH LINE OF EAST 95TH STREET WITH THE EAST LINE OF COTTAGE GROVE AVENUE, SAID 1200 FEET BEING MEASURED ON THE EAST LINE OF COTTAGE GROVE AVENUE AND SAID POINT OF INTERSECTION OF SAID CURVED LINE BEING 539.82 FEET EAST OF THE EAST LINE OF COTTAGE GROVE AVENUE; THENCE EAST ALONG SAID LINE 10.18 FEET; THENCE NORTHWESTERLY 127.42 FEET TO A POINT OF INTERSECTION OF A LINE 1100 FEET SOUTH OF THE SOUTH LINE OF EAST 95TH STREET AS MEASURED ON A LINE 450 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF COTTAGE GROVE AVENUE, SAID 450 FEET BEING MEASURED ON THE SOUTH LINE OF EAST 95TH STREET, AND ON A LINE PARALLEL THERETO; THENCE NORTHEASTERLY ALONG SAID LINE WHICH IS 450 FEET EAST OF AND PARALLEL TO THE EAST LINE OF COTTAGE GROVE AVENUE FOR A DISTANCE OF 1100 FEET TO THE SOUTH LINE OF EAST 95TH STREET; THENCE WEST ALONG SAID LINE 450 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE PART OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF THE EASTERLY LINE OF COTTAGE GROVE AVENUE AS NOW LAID OUT WHICH IS 213.26 FEET SOUTHERLY FROM ITS INTERSECTION WITH THE SOUTH LINE OF 95TH STREET (AS MEASURED ALONG THE EASTERLY LINE OF COTTAGE GROVE AVENUE); THENCE CONTINUING SOUTHWESTERLY ALONG THE EASTERLY LINE OF COTTAGE GROVE AVENUE 101.82 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET, 300 FEET; THENCE NORTHEASTERLY PARALLEL WITH THE EASTERLY LINE OF COTTAGE GROVE AVENUE 101.82 FEET; THENCE WEST 300 FEET TO THE POINT OF BEGINNING, TOGETHER WITH A TRIANGULAR PARCEL OF LAND SOUTH OF AND ADJOINING THE ABOVE DESCRIBED PREMISES, DESCRIBED BY BEGINNING AT A POINT 288 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE EAST 12 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE SOUTHWESTERLY A CONTINUATION OF THE EASTERLY LINE THEREOF 90 FEET; THENCE NORTHERLY 88.53 FEET TO

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EXHIBIT A

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THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF COTTAGE GROVE AVENUE (AS SAID AVENUE IS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 29, 1907 IN BOOK 95 OF PLATS, PAGE 39) WHICH IS 315.03 SOUTHERLY FROM ITS INTERSECTION WITH THE SOUTH LINE OF EAST 95TH STREET (AS MEASURED ALONG THE EASTERLY LINE OF COTTAGE GROVE AVENUE); THENCE CONTINUING SOUTHWESTERLY ALONG THE EASTERLY LINE OF COTTAGE GROVE AVENUE 101.82 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET, 300 FEET; THENCE NORTHEASTERLY PARALLEL WITH THE EASTERLY LINE OF COTTAGE GROVE AVENUE 11.82 FEET; THENCE NORTHEASTERLY 88.53 FEET TO A POINT ON A LINE PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET DRAWN THROUGH THE POINT OF BEGINNING; THENCE WEST ALONG SAID LINE 288 FEET TO THE POINT OF BEGINNING, TOGETHER WITH A TRIANGULAR PARCEL OF LAND SOUTH OF AND ADJOINING THE ABOVE DESCRIBED BY BEGINNING AT A POINT 288 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE EAST 12 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE SOUTHWESTERLY ON A CONTINUATION OF THE EASTERLY LINE THEREOF, 90 FEET; THENCE NORTHERLY 88.53 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

A PARCEL OF LAND IN THE NORTHWEST 1/4 OF SAID SECTION 11, BEING THAT PART OF THE SOUTHERLY 293.64 FEET OF THE NORTHERLY 506.90 FEET LYING SOUTH OF THE SOUTH LINE OF EAST 95TH STREET OF A 20 FOOT STRIP OF LAND EAST OF AND ADJOINING A LINE 300 FEET (MEASURED ALONG A LINE PARALLEL TO THE SOUTH LINE OF 95TH STREET) EAST OF THE EAST LINE OF COTTAGE GROVE AVENUE, AS DEDICATED BY PLAT RECORDED MAY 29, 1907 IN BOOK 95 OF PLATS, PAGE 39, SAID NORTHERLY AND SOUTHERLY MEASUREMENTS BEING MADE ON THE LINE PARALLEL WITH AND 300 FEET EAST OF THE EAST LINE OF COTTAGE GROVE AVENUE, AND SAID 20 WIDTH OF SAID STRIP BEING MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID STRIP, ALL IN TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF 95TH STREET, 450 FEET (MEASURED ALONG SAID SOUTHERLY LINE OF 95TH STREET) EASTERLY OF THE INTERSECTION OF THE EASTERLY LINE OF COTTAGE GROVE AVENUE (AS SAID AVENUE IS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 29, 1907 IN BOOK 95 OF PLATS, PAGE 39) WITH SAID SOUTHERLY LINE OF 95TH STREET; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF 95TH STREET, 50 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH COTTAGE GROVE, 800 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH THE SOUTHERLY LINE OF 95TH STREET 200 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH COTTAGE GROVE AVENUE, 400 FEET; THENCE WESTERLY ALONG A LINE PARALLEL WITH THE SOUTHERLY LINE OF 95TH STREET, 150 FEET; THENCE NORTHWESTERLY ON A LINE MAKING AN ANGLE OF 129 DEGREES 53 MINUTES MEASURED FROM EAST TO WEST WITH THE

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EXHIBIT A

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LAST DESCRIBED COURSE; APPROXIMATELY 127.42 FEET TO THE POINT 1100 FEET SOUTH OF THE SOUTH SIDE OF 95TH STREET (MEASURED ON A LINE PARALLEL TO THE EAST SIDE OF COTTAGE GROVE AVENUE) AND 450 FEET EAST OF SAID LINE OF (AS MEASURED ALONG A LINE PARALLEL TO THE EAST SIDE OF COTTAGE GROVE AVENUE); THENCE NORTHEASTERLY ON SAID PARALLEL LINE 1100 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON A LINE 1100 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET AND 275 FEET EAST OF THE EAST LINE OF COTTAGE GROVE AVENUE (SAID 1100 FEET BEING MEASURED ALONG A LINE PARALLEL WITH THE EAST LINE OF COTTAGE GROVE AVENUE AS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 29, 1907 IN BOOK 95 OF PLATS, PAGE 39); THENCE EAST ON SAID LINE 105.33 FEET TO AN INTERSECTION WITH THE CURVED LINE CONVEX TO THE SOUTHWEST WITH A RADIUS OF 296.94 FEET, WHICH IS DESCRIBED IN THE WARRANTY DEED FROM CLEARING INDUSTRIAL DISTRICT, INC., TO GUARDITE CORPORATION, DATED OCTOBER 20, 1949 AND RECORDED OCTOBER 20, 1949 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 14658448; THENCE SOUTHEASTERLY ALONG SAID CURVED LINE A DISTANCE OF 23.80 FEET TO AN INTERSECTION WITH A LINE 1120 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET, SAID 1120 FEET BEING MEASURED ALONG A LINE PARALLEL WITH THE EAST LINE OF COTTAGE GROVE AVENUE; THENCE WEST ALONG SAID INTERSECTING LINE TO A POINT 275 FEET EAST OF THE EAST LINE OF COTTAGE GROVE AVENUE AND THENCE NORTHERLY 20 FEET TO THE POINT OF BEGINNING, ALL OF PARCEL C DESCRIBED IN AND CONVEYED BY SAID DEED RECORDED AS DOCUMENT 14658448, EXCEPT PART OF SAID PARCEL C WHICH IS CONVEYED BY GUARDITE CORPORATION TO UNITED SPECIALTIES COMPANY BY WARRANTY DEED AND AGREEMENT DATED JULY 18, 1951 AND RECORDED IN SAID RECORDER'S OFFICE AS DOCUMENT 15111366, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE PARALLEL WITH AND 1100 FEET SOUTH (MEASURED ALONG THE EAST LINE OF COTTAGE GROVE AVENUE AS SAID AVENUE IS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 29, 1907 IN BOOK 95 OF PLATS, PAGE 39) OF THE SOUTH LINE OF EAST 95TH STREET WITH THE SAID EAST LINE OF COTTAGE GROVE AVENUE; RUNNING THENCE SOUTHWESTERLY ALONG THE EAST LINE OF SAID COTTAGE GROVE AVENUE 20 FEET; THENCE EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET, 275 FEET; THENCE NORTHEASTERLY ON A LINE PARALLEL WITH THE EAST LINE OF COTTAGE GROVE AVENUE 20 FEET AND THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET 275 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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EXHIBIT A

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COMMENCING AT A POINT IN THE SOUTH LINE OF 95TH STREET 700 FEET EAST OF THE EASTERLY LINE OF COTTAGE GROVE AVENUE; THENCE SOUTHWESTERLY ON A LINE PARALLEL WITH COTTAGE GROVE AVENUE A DISTANCE OF 590.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY ON SAID PARALLEL WITH COTTAGE GROVE AVENUE A DISTANCE OF 609.45 FEET; THENCE EAST ON A LINE PARALLEL WITH 95TH STREET A DISTANCE OF 630 FEET, MORE OR LESS, TO A POINT ON A LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 11; THENCE NORTH ON SAID PARALLEL LINE A DISTANCE OF 1178.55 FEET, MORE OR LESS, TO A POINT IN THE SOUTH LINE OF 95TH STREET, SAID POINT 1100 FEET EAST OF THE EASTERLY LINE OF COTTAGE GROVE AVENUE; THENCE WEST ON THE SOUTH LINE OF 95TH STREET A DISTANCE OF 50 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 11 A DISTANCE OF 580 FEET, MORE OR LESS, TO A POINT ON A LINE PARALLEL WITH 95TH STREET; THENCE WEST ON SAID PARALLEL LINE A DISTANCE OF 463.19 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PART LYING EAST OF A 20 FOOT STRIP OF LAND IN THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, 10 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT ON THE SOUTH LINE OF 95TH STREET, 700 FEET EAST OF THE EASTERLY LINE OF COTTAGE GROVE AVENUE; THENCE SOUTHWESTERLY ON A LINE PARALLEL WITH COTTAGE GROVE AVENUE A DISTANCE OF 590.55 FEET TO A POINT WHICH IS 580 FEET SOUTH OF THE SOUTH LINE OF 95TH STREET; THENCE EAST ON A LINE 580 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF 95TH STREET A DISTANCE OF 128.62 FEET TO THE POINT OF BEGINNING AND THE CENTER LINE OF AN EXISTING RAILROAD SPUR TRACK; THENCE SOUTHEASTERLY ON A STRAIGHT LINE FORMING AN ANGLE OF 89 DEGREES 43 MINUTES (IN THE SECOND QUADRANT) WITH THE LAST DESCRIBED LINE A DISTANCE OF 44 FEET TO A POINT OF CURVE; THENCE CONTINUING SOUTHEASTERLY ON A CURVED LINE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 4452.51 FEET AN ARC DISTANCE OF 259 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING SOUTHEASTERLY ON A CURVED LINE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 347.13 FEET AN ARC DISTANCE OF 382.09 FEET TO THE POINT OF TERMINATION; SAID POINT INTERSECTING A LINE 1178.55 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET, BEING 169.40 FEET WEST OF THE SOUTHWEST CORNER OF COTTAGE GROVE HEIGHTS ADDITION, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT 9059581 ON OCTOBER 8, 1925, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON A LINE 1200 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET; AND 500.18 FEET EAST OF THE EAST LINE OF COTTAGE GROVE AVENUE (SAID 1200 FEET BEING MEASURED ALONG A LINE PARALLEL WITH THE LINE OF COTTAGE GROVE AVENUE AND FROM THE POINT OF INTERSECTION OF THE SOUTH LINE OF EAST 95TH STREET WITH THE EAST LINE OF COTTAGE GROVE AVENUE AS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 29, 1907 IN BOOK 95 OF PLATS, PAGE 39); THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS 296.94 A DISTANCE 52.97 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREWITH DESCRIBED; THENCE CONTINUING ALONG SAID CURVE A DISTANCE OF 65.47 FEET TO THE POINT OF INTERSECTION WITH A LINE OF 1120 FEET

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EXHIBIT A
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SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET AS MEASURED ALONG THE EAST LINE OF COTTAGE GROVE AVENUE; THENCE WEST ALONG SAID PARALLEL LINE TO A POINT 275 FEET EAST OF THE EAST LINE OF COTTAGE GROVE AVENUE; THENCE SOUTHEASTERLY 173.795 FEET TO SAID DESCRIBED POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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