

UNOFFICIAL COPY

0030123190

4/07/0114 96 001 Page 1 of 15

2003-01-27 12:52:17

Cook County Recorder

52.50



0030123190

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Dated December 26, 2002

This document prepared by and upon recording return to:

Jeffrey N. Owen, Esq.

Piper Rudnick

203 North LaSalle

Chicago, Illinois 60601

PINs:

14-31-219-039	14-31-211-005	14-31-219-012
14-31-211-028	14-31-211-006	14-31-219-019
14-31-211-029	14-31-211-009	14-31-219-020
14-31-211-027	14-31-219-002	14-31-219-035
14-31-211-016	14-31-219-001	14-31-219-034
14-31-211-017	14-31-219-046	14-31-219-045
14-31-211-018	14-31-219-047	14-31-219-033
14-31-211-024	14-31-219-018	14-31-219-032
14-31-211-015	14-31-219-017	14-31-219-031
14-31-211-014	14-31-219-016	14-31-219-042
14-31-211-013	14-31-219-015	14-31-219-041
14-31-211-012	14-31-219-005	14-31-219-040
14-31-211-011	14-31-219-004	14-31-219-029
14-31-211-003	14-31-219-014	
14-31-211-002	14-31-219-013	
14-31-211-001	14-31-219-003	

Property address: Northwest corner of Elston and Armitage Avenues, Chicago, Illinois

15

## **Subordination, Non-Disturbance and Attornment Agreement**

Best Buy # 814

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** ("Agreement") made as of the 26<sup>th</sup> day of December, 2002, by and between The Private Bank and Trust Company ("Lender"), Best Buy Stores, L.P., a Delaware limited partnership ("Tenant"), and Elston Development L.L.C., a limited liability company ("Landlord").

### **RECITALS**

- a. Landlord holds the Landlord's interests in and Tenant holds the Tenant's interests in that certain Lease dated August 15, 2002, between Elston Development L.L.C., as Landlord, and Best Buy Stores, L.P., as Tenant (the "Lease") regarding 3.55 acres of land in the Shopping Center to be located at 2100 N. Elston, Chicago, Cook County, Illinois ("Premises"). The Shopping Center in which the Premises will be located is more particularly described on attached Exhibit A.
- b. Lender has made or has agreed to make a mortgage loan to the Landlord secured by a mortgage or deed of trust on the Premises which includes an assignment of Landlord's interest in the Lease (the "Mortgage").
- c. Tenant and Lender desire to confirm their understanding with respect to the Lease and the Mortgage.

**NOW, THEREFORE**, in consideration of the mutual agreements contained in this Agreement, and other valuable consideration, the parties agree as follows:

1. Tenant's interests in the Lease, including but not limited to, any option in favor of Tenant to extend or renew the Lease, are subordinate to the Mortgage and to any consolidations, extensions, modifications or renewals thereof.
2. Lender agrees that, so long as Tenant is not in default under the Lease (beyond the expiration of any applicable notice and cure periods) the rights of Tenant under the Lease will remain in full force and effect, and Tenant's possession of the Premises under the Lease will remain undisturbed by Lender during the term of the Lease, and any renewal or extension thereof, in accordance with its terms.
3. After its receipt of notice from Lender of the completion of a foreclosure under the Mortgage or that Lender has received a conveyance of the Premises in lieu of foreclosure or otherwise obtained the right to possession of the Premises, Tenant will be considered to have attorned to and recognized Lender, its successors or assigns, or any purchaser at the foreclosure

sale, as its substitute Landlord under the Lease, and Tenant's possession of the Premises will not be disturbed as provided herein. This Agreement will be considered self-operative, and no separate agreements will be required to effectuate the attornment and recognition. The attornment and recognition of a substitute Landlord will be upon all of the terms set forth in the Lease.

4. If Lender or any other person or entity becomes the owner of the Premises ("New Owner") as a result of a foreclosure sale, a conveyance in lieu of foreclosure or otherwise, Tenant will have no claim against the New Owner resulting from, and the New Owner will not be liable for, any act, omission and/or breach of the Lease by any prior Landlord under the Lease occurring prior to (a) if the New Owner acquires the Premises through foreclosure, the date of expiration of all periods of redemption having occurred or the date said New Owner takes possession of the Premises, whichever shall occur, first, or (b) if the New Owner acquires the Premises through a deed in lieu of foreclosure, the date of such acquisition; provided, however, that the rights of the New Owner in and to the Premises and in, to and under the Lease will be subject to any right of set-off in favor of Tenant expressly and specifically provided for in the Lease. Further, Lender shall not be bound by any prepayment of rent or amendment of the Lease made in violation of Paragraphs 5 and 6 below or any security deposit other than any security deposit actually delivered to it.

5. In the event that New Owner shall succeed to the interest of Landlord in the Lease prior to the Possession Date, the following provisions shall be operative:

(a) within thirty (30) days after the date the New Owner succeeds to the interest of Landlord under the Lease as a result of a foreclosure sale, a conveyance in lieu of foreclosure or otherwise (collectively a "Transfer"), New Owner shall notify Tenant in writing of the estimated time it will take to complete Landlord's Work and deliver possession of the Premises to Tenant in accordance with the terms of the Lease ("New Owner's Completion Schedule");

(b) Tenant shall thereafter have thirty (30) days to notify Landlord whether it elects to:

(i) accept New Owner's Completion Schedule in which event New Owner and Tenant shall amend the Lease to incorporate such dates into the Lease and New Owner shall thereafter complete Landlord's Work in accordance with the New Owner's Completion Schedule and the other terms and provisions of the Lease. Tenant expressly acknowledges that in such event Tenant shall not be entitled to recover liquidated damages and/or third party out of pocket costs from New Owner based on the originally scheduled Possession Date. New Owner expressly acknowledges that if New Owner fails to deliver possession of the Premises in accordance with the revised dates provided in New Owner's Completion Schedule, Tenant shall be entitled to pursue all remedies available under the Lease (including, without limitation, liquidated damages), for New Owner's failure to complete the applicable portions of Landlord's Work by such revised dates, or;

(ii) complete Landlord's Work in lieu of New Owner completing Landlord's Work, in which event New Owner shall reimburse Tenant for the costs of thereof (excluding any liquidated damages provided for in the Lease and excluding the ten percent (10%) administrative fee provided for in the Lease) and, in such event, the provisions of Section 5(c) of the Lease shall govern and control; or

(iii) if, and only if, the dates set forth in the New Owner's Completion Schedule provide for a Possession Date later than the Outside Possession Date or, if no Transfer Status Notice (as defined below) is sent or if the Transfer Status Notice states that no New Owner's Completion Schedule will be delivered, terminate the Lease, in which event the Lease shall be deemed null and void and of no further force or effect. New Owner agrees to deliver to Tenant, at least forty-five (45) days prior to the Outside Possession Date a notice (a "Transfer Status Notice") containing either (i) New Owner's Completion Schedule; or (ii) a statement that New Owner will not provide a New Owner's Completion Schedule. Tenant expressly acknowledges that in the event that Lender or New Owner shall have delivered the Transfer Status Notice no less than forty-five (45) days prior to the originally scheduled Possession Date, Tenant shall not be entitled to recover liquidated damages and/or third party out of pocket costs from Lender or New Owner if Tenant terminates the Lease in accordance with this paragraph. Lender and New Owner expressly acknowledge that in the event that Lender or New Owner deliver the Transfer Status Notice to Tenant less than forty-five (45) days prior to the originally scheduled Outside Possession Date, New Owner shall reimburse Tenant for all out-of-pocket costs incurred by Tenant in connection with this Lease and Tenant's development of the Premises (including, without limitations, the costs incurred by Tenant in having site specific construction plans and drawings prepared) which shall have accrued as of the date Tenant receives New Owner's Completion Schedule. New Owner shall reimburse Tenant for such costs within fifteen (15) days after Tenant shall have delivered the termination notice together with reasonable evidence of such costs.

6. Tenant shall not prepay any Base Rent or Additional Rent under the Lease for more than one (1) month in advance except with the written consent of Lender, unless such prepayment is required under the Lease.

7. Tenant shall not, without obtaining the prior written consent of Lender enter into any agreement amending or modifying the Lease which would change the term of the Lease or the Fixed Rent specified therein.

8. Tenant shall provide Lender with copies of all written notices of any default by Landlord sent to Landlord pursuant to the Lease simultaneously with the transmission of such notices to the Landlord. Lender shall have the right to remedy any Landlord default under the Lease, or to cause any default of Landlord under the Lease to be remedied during the same time period as Landlord as set forth in the Lease. Tenant shall accept performance by Lender of any term, covenant, condition or agreement to be performed by Landlord under the Lease with the same force and effect as though performed by Landlord.

# UNOFFICIAL COPY

0030123190

9. This Agreement may not be amended, modified or altered in any manner other than by a written agreement signed by all the parties hereto.

10. This Agreement will be binding upon and will inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns, including any purchaser of the Premises at a foreclosure sale.

11. All notices required or permitted to be given under this Agreement shall be in writing and sent to the following addresses:

If to Lender: The PrivateBank  
10 North Dearborn Street  
Chicago, Illinois 60602  
Attention: Ms. Jane Frid

If to Tenant: Best Buy Stores, L.P.  
7075 Flying Cloud Drive  
Eden Prairie, MN 55344  
Attn: Real Estate - Legal

with a copy to: Robins Kaplan Miller & Ciresi L.L.P.  
2100 LaSalle Plaza 800  
LaSalle Avenue  
Minneapolis, MN 55402  
Attn: Steven A. Schumeister, Esq.

If to Landlord: Elston Development L.L.C.  
1156 West Armitage  
Chicago, IL 60614  
Attn: Warren Baker

with a copy to: Piper Rudnick  
203 North LaSalle Street  
Suite 1800  
Chicago, IL 60601  
Attn: Jeffrey N. Owen, Esq.

Any party may change its address for such notices from time to time by serving written notice of the change upon the other parties as above provided.

12. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties had signed the same document. All such counterparts shall be construed together and shall constitute one instrument.

**[SIGNATURES ON NEXT PAGE]**

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

**LENDER:**

**THE PRIVATE BANK AND TRUST COMPANY:**

By: [Signature]  
Name: JANEFRID  
Its: ASSOC. MANAGING DIRECTOR

**TENANT:**

**BEST BUY STORES, L.P., a Delaware  
limited partnership**

By: BBC Property Co., a Minnesota corporation  
Its: General Partner

By: [Signature]  
Name: Patrick R. Matre  
Its: V.P.

**LANDLORD:**

**ELSTON DEVELOPMENT L.L.C.,**

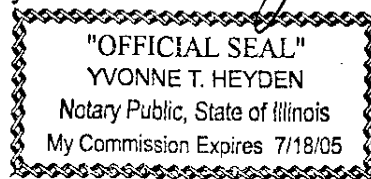
By: [Signature]  
Name: William [Signature]  
Its: Managing member of Elston Development Corp

STATE OF )  
 ) ss.  
 COUNTY OF )

On this 30<sup>th</sup> day of DEC 2002, before me, a notary public within and for said county, personally appeared FRANTRID to me personally known, who being by me duly sworn did say that s/he is the AMD of THE PRIVATEBANK, a [corporation/partnership], named in the foregoing instrument, and that said instrument was signed by her/him and acknowledged said instrument to be the free act and deed of said [corporation/partnership].

My Commission Expires 7-18-05

Yvonne T. Heyden  
 Notary Public



STATE OF MINNESOTA )

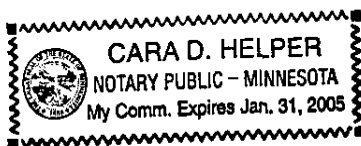
) ss.

COUNTY OF HENNEPIN

On this 28<sup>th</sup> day of December, 2002, before me, a notary public within and for said county, personally appeared Patrick R. Motre to me personally known, who, being by me duly sworn did say that s/he is the V.P. of BBC Property Co., a Minnesota corporation, the general partner of Best Buy Stores, L.P., a Delaware limited partnership, named in the foregoing instrument, and that said instrument was signed by her/him and acknowledged said instrument to be the free act and deed of said limited partnership.

My Commission Expires

Cara D. Helper  
 Notary Public

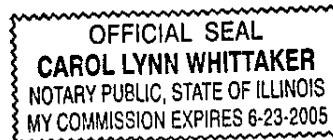


STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_

On this 13 day of JANUARY, 2003, before me, a notary public within and for said county, personally appeared DARREN BAKER to me personally known, who, being by me duly sworn did say that s/he is the MANAGING MEMBER of Elston Development L.L.C., a limited liability company, named in the foregoing instrument, and that said instrument was signed by her/him and acknowledged said instrument to be the free act and deed of said company.

My Commission Expires 6-23-2005

Carol Lynn Whittaker  
Notary Public





## EXHIBIT A

### Legal Description of Shopping Center

#### PARCEL 1:

LOT 8 (EXCEPT THE NORTHEASTERLY 10 FEET THEREOF AND EXCEPT THE SOUTHEASTERLY 34 FEET OF SAID LOT 8 LYING SOUTHWESTERLY OF THE NORTHEASTERLY 10 FEET THEREOF) LOTS 9 AND 10 (EXCEPT THE SOUTHEASTERLY 34 FEET OF SAID LOTS) AND LOTS 11 AND 12 IN KILICK'S SUBDIVISION OF LOTS 29,30 AND 31 IN THE RESUBDIVISION OF LOTS 2 TO 5, LOTS 7 TO 11 AND LOTS 13 TO 18 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

#### PARCEL2:

THAT PART OF REAL ESTATE LYING SOUTHWESTERLY OF AND ADJOINING LOT 12 IN KILICK'S SUBDIVISION AFORESAID AND BOUNDED AS FOLLOWS: (1) ON THE NORTHWEST BY A LINE COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT 12; THENCE RUNNING SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 12, EXTENDED SOUTHWESTERLY, 34 FEET, 7 1/4 INCHES, MORE OR LESS, TO THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD; (2) ON THE SOUTHWEST BY SAID NORTHEASTERLY LINE OF RAILROAD RIGHT OF WAY; (3) ON THE SOUTHEAST BY THE SOUTHEASTERLY LINE OF SAID LOT 12, EXTENDED SOUTHWESTERLY TO SAID NORTHEASTERLY LINE OF RAILROAD RIGHT OF WAY; AND (4) ON THE NORTHEAST BY THE SOUTHWESTERLY LINE OF SAID LOT 12, IN COOK COUNTY, ILLINOIS.

ALSO

#### PARCEL 3:

THAT PART OF REAL ESTATE LYING SOUTHEASTERLY OF AND ADJOINING THE ABOVE DESCRIBED PROPERTY AND BOUNDED AND DESCRIBED AS FOLLOWS: (1) ON THE NORTHWEST BY THE SOUTHEASTERLY LINE OF LOT 12 IN KILICK'S SUBDIVISION AFORESAID, EXTENDED SOUTHWESTERLY TO THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD; (2) ON THE SOUTHWEST BY SAID NORTHEASTERLY LINE OF RAILROAD RIGHT OF WAY; (3) ON THE SOUTHEAST BY A LINE DRAWN PARALLEL TO AND 2 1/2 FEET NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF THE 16 FOOT ALLEY LYING SOUTHEASTERLY OF AND ADJOINING LOTS 7 TO 12 IN KILICK'S SUBDIVISION AFORESAID, AND SAID LINE EXTENDED SOUTHWESTERLY TO THE AFORESAID NORTHEASTERLY LINE OF RAILROAD RIGHT OF WAY; AND (4) ON THE NORTHEAST BY THE SOUTHWESTERLY LINE OF SAID LOT 12 IN KILICK'S SUBDIVISION, EXTENDED SOUTHEASTERLY TO SAID SOUTHEASTERLY BOUNDARY LINE OF SAID PARCEL OF REAL ESTATE, IN COOK COUNTY, ILLINOIS.

# UNOFFICIAL COPY

0030123190

ALSO

PARCEL 4:

ALL THAT PART OF VACATED NORTH HOBSON AVENUE LYING NORTHWESTERLY OF AND ADJOINING THE NORTHWESTERLY LINES OF LOTS 8 TO 12, AND THE NORTHWESTERLY LINE OF SAID LOT 12, PRODUCED SOUTHWESTERLY TO THE NORTHEASTERLY LINE OF THE RIGHT

OF WAY OF CHICAGO AND NORTHWESTERN RAILROAD, IN J. E. KILLICK'S SUBDIVISION OF LOTS 29,30 AND 31 OF BLOCK 21 AFORESAID, AND LYING SOUTHEASTERLY OF AND ADJOINING THE SOUTHEASTERLY LINE OF LOT "A" IN THE CONSOLIDATION OF PARTS OF ORIGINAL BLOCK 21 AND LYING SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 10 FEET OF LOT 8 IN KILLICK'S SUBDIVISION, PRODUCED NORTHWESTERLY TO THE SOUTHEASTERLY LINE OF LOT "A" IN THE CONSOLIDATION AFORESAID AND LYING NORTHEASTERLY OF AND ADJOINING THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 5:

THAT PART OF LOT "A" IN THE CONSOLIDATION OF PARTS OF ORIGINAL BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF NORTH HOBSON AVENUE WITH THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE; THENCE SOUTHWESTERLY ALONG THE WESTERLY LINE OF HOBSON AVENUE TO THE INTERSECTION WITH THE SOUTHERLY LINE OF NORTH HOLLY AVENUE A DISTANCE OF 168.8 FEET, THENCE NORTHWESTERLY ALONG A LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE A DISTANCE OF 99.94 FEET; THENCE DEFLECTING 89 DEGREES 12 MINUTES 44 SECONDS RIGHT FROM THE PROLONGATION OF THE PRECEDING COURSE FOR A DISTANCE OF 22.35 FEET; THENCE NORTHEASTERLY 146.52 FEET ALONG A LINE DEFLECTED 0 DEGREES 50 MINUTES 16 SECONDS RIGHT FROM THE LAST DESCRIBED COURSE, SAID LINE BEING PARALLEL WITH THE NORTHEASTERLY LINE OF NORTH HOBSON AVENUE TO THE INTERSECTION WITH THE SOUTHERLY LINE OF ELSTON AVENUE; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE OF ELSTON AVENUE A DISTANCE OF 100.27 FEET TO THE POINT OF BEGINNING IN COOK COUNTY.

ALSO

PARCEL 6:

THAT PART OF LOT "A" IN CONSOLIDATION OF PARTS OF ORIGINAL BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE FOLLOWING DESCRIBED LINES: COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF NORTH HOBSON AVENUE WITH THE SOUTHWESTERLY

LINE OF NORTH ELSTON AVENUE; THENCE NORTH 45 DEGREES 45 MINUTES 02 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE 100.27 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44 DEGREES 17 MINUTES 52 SECONDS WEST 146.52 FEET; THENCE SOUTH 43 DEGREES 27 MINUTES 42 SECONDS WEST 167.81 FEET EXCEPTING THEREFROM THAT PART OF SAID LOT "A" DESCRIBED AS FOLLOWS: THAT PART OF LOT "A" IN THE CONSOLIDATION OF PARTS OF ORIGINAL BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF NORTH HOBSON AVENUE WITH THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE; THENCE SOUTHWESTERLY ALONG WESTERLY LINE OF HOBSON AVENUE TO THE INTERSECTION WITH THE SOUTHERLY LINE OF NORTH HOLLY AVENUE A DISTANCE OF 168.8 FEET, THENCE NORTHWESTERLY ALONG A LINE PARALLEL WITH SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE A DISTANCE OF 99.94 FEET; THENCE DEFLECTING 89 DEGREES 12 MINUTES 44 SECONDS RIGHT FROM THE PROLONGATION OF THE PRECEDING COURSE FOR A DISTANCE OF 22.35 FEET, THENCE NORTHEASTERLY 146.52 FEET ALONG A LINE DEFLECTED 0 DEGREE 50 MINUTES 16 SECONDS RIGHT FROM THE LAST DESCRIBED COURSE, SAID LINE, BEING PARALLEL WITH NORTHEASTERLY LINE OF NORTH HOBSON AVENUE TO THE INTERSECTION WITH SOUTHERLY LINE OF ELSTON AVENUE; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE OF ELSTON AVENUE A DISTANCE OF 100.27 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 7:

LOT "A" IN THE CONSOLIDATION OF PARTS OF ORIGINAL BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 6, 1911 AS DOCUMENT NUMBER 4824513, IN COOK COUNTY, ILLINOIS; EXCEPT THEREFROM THE FOLLOWING DESCRIBED PORTION THEREOF CONVEYED BY DEED DATED DECEMBER 3, 1986 RECORDED DECEMBER 31, 1986 AS DOCUMENT NUMBER 86631255 DESCRIBED AS FOLLOWS: THAT PART OF LOT "A" IN THE CONSOLIDATION OF PARTS OF ORIGINAL BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINES: COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF NORTH HOBSON AVENUE WITH THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE; THENCE NORTH 45 DEGREES 45 MINUTES 02 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE 100.27 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44 DEGREES 17 MINUTES 42 SECONDS WEST 167.81 FEET, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 8:

LOTS 1 TO 4 AND LOT 20, AND ALL THAT PART OF THE VACATED ALLEY LYING SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF LOT 1, LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 20, AND LYING SOUTH OF A LINE

EXTENDED FROM THE WESTWENMOST CORNER OF LOT 1 TO THE NORTHEAST CORNER LOT 20, ALL IN PARTRIDGE'S SUBDIVISION OF LOT 12 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 9:

LOTS 5, 6 AND 7 IN PARTRIDGE'S SUBDIVISION OF LOT 12 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO, SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

LOTS 8, 9 AND 10 IN THE SUBDIVISION OF LOT 12 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 11:

LOT 11, 12 AND 13 IN PARTRIDGE'S SUBDIVISION OF LOT 12 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 13:

LOTS 15 AND 16 IN PARTRIDGE'S SUBDIVISION OF LOT 12 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO, OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 16:

LOT NINETEEN (19) IN PARTRIDGE'S SUBDIVISION OF LOT TWELVE (12) IN BLOCK TWENTY-ONE (21) IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION THIRTY-ONE (31) TOWNSHIP FORTY (40) NORTH, RANGE FOURTEEN (14) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 17:

LOTS 1 THROUGH 6 IN J.E. KILLICK'S SUBDIVISION OF LOTS 29,30 AND 31 IN THE SUBDIVISION OF LOTS 2,3,4,5,7,8,9,10,11,13,14,15,16,17 AND 18 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 18:

LOT 28 IN HURFORD'S SUBDIVISION OF LOT 1 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO, IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PARCEL OF THE REAL ESTATE LYING WEST OF AND ADJOINING LOT 28 IN HURFORD'S SUBDIVISION OF

LOT 1 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO, IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND BOUNDED AS FOLLOWS: (1) ON THE NORTH WEST BY THE NORTH WESTERLY LINE OF LOT 28 AFORESAID EXTENDED SOUTH WESTERLY OF THE NORTH EASTERLY RIGHT OF WAY LINE OF CHICAGO AND NORTHWESTERN RAILROAD; ON THE EAST BY THE WEST LINE OF LOT 28 AFORESAID AND ON THE SOUTH WEST BY THE NORTH EASTERLY LINE OF CHICAGO AND NORTHWESTERN RIGHT OF WAY.

PARCEL 19:

LOT 17 AND WEST 6 FEET OF LOT 16 IN HURFORD'S SUBDIVISION OF LOT 1 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND 1/2 OF VACATED ALLEY ADJOINING LOT 17.

LOT 18 IN HUUORDIS SUBDIVISION OF ORIGINAL LOT 1 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND 1/2 OF THE VACATED ALLEY ADJOINING LOT 18 ON SOUTH AND THAT PART OF VACATED ALLEY ADJOINING LOT 18 ON THE EAST.

LOT 19 IN HURFORD'S SUBDIVISION OF ORIGINAL LOT 1 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND THAT PART OF VACATED ALLEY ADJOINING LOT 19 ON EAST.

LOTS 20 TO 27 INCLUSIVE, IN HURFORD'S SUBDIVISION OF ORIGINAL LOT 1 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND THAT PART OF VACATED ALLEY AJOINING LOTS 21,22,25 AND 26.

PARCEL 20:

THE NORTHWESTERLY 17 FEET OF SUB-LOT 15 (AS MEASURED ON THE SOUTHWESTERLY LINE THEREOF) AND SUB-LOT 16 (EXCEPT THE NORTHWESTERLY 6 FEET THEREOF AS MEASURED ON THE SOUTHWESTERLY LINE THEREOF) IN THOMAS HURFORD'S SUBDIVISION OF LOT 1 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 21:

A PART OF LOT 14 (EXCEPT THE SOUTHEASTERLY 54.10 FEET MEASURED ON NORTH HOLLY) AND THE SOUTH 18 FEET OF LOT 15 IN HURFORD'S SUBDIVISION OF ORIGINAL LOT 1 OF BLOCK 21 OF SHEFFIELD ADDITION TO CHICAGO IN SECTIONS 29,31,32 AND 33, ALL IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 40



NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF CHICAGO, NORTH TOWN AND WEST TOWN, COOK COUNTY, ILLINOIS.

PARCEL 22:

LOTS 35,36,37 AND 38 IN HURFORD'S SUBDIVISION OF ORIGINAL LOT 1 OF BLOCK 21 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 23:

INTENTIONALLY DELETED

PARCEL 24:

LOT 33 IN HURFORD'S SUBDIVISION OF LOT 1 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 25:

LOT 32 OF HURFORD'S SUBDIVISION OF LOT 1 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL 26:

THE SOUTHEASTERLY 24 FEET AS MEASURED ALONG THE NORTHEASTERLY LINE OF LOT 31 IN HURFORD'S SUBDIVISION OF LOT 1 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 27:

LOT 30 (EXCEPT THE NORTHWESTERLY 23 FEET 3 INCHES AS MEASURED ALONG THE NORTHEASTERLY LINE THEREOF) AND LOT 31 (EXCEPT THE SOUTHEASTERLY 24 FEET AS MEASURED ALONG THE NORTHEASTERLY LINE THEREOF) IN HURFORD'S SUBDIVISION OF LOT 1 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 28:

THE NORTHWESTERLY 23 FEET 3 INCHES OF LOT 30 AS MEASURED ALONG THE NORTHEASTERLY LINE IN HURFORD'S SUBDIVISION OF LOT 1 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 29:

# UNOFFICIAL COPY

LOT 29 IN HURFORD'S SUBDIVISION OF ORIGINAL LOT 1 OF BLOCK 21 OF SHEFFIELD'S  
ADDITION TO CHICAGO, SECTIONS 29,31,32 AND 33 IN TOWNSHIP 40 NORTH, RANGE 14  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

0030123190

Property of Cook County Clerk's Office