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Doc#: 0327245254 Eugene "Gene" Moore Fee: \$44.00 Cook County Recorder of Deeds Date: 09/29/2003 02:19 PM Pg: 1 of 11

Katten Muchin Zavis Rosenman 1025 Thomas Jefferson St., N.W. Suite 700 East Washington, D.C. 20007 Attn: Christopher J. Hart, Esq.

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

13 30 404 002 017 018 416 009 011

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

6564 W Diversy Chicago

D1 8094679

This Subordination, Non-Disturbance and Attornment Agreement ("Agreement"), is made as of this 26 day of September 2003, by and among GMAC COMMERCIAL MORTGAGE CORPORATION, a California corporation ("Lender") W9/MLM REAL ESTATE LIMITED PARTNERSHIP, a Delaware limited partnership ("Landlord"), and MARSHALLS OF IL, LLC, a Delaware limited liability company ("Tenant").

Background

A. Lender is the owner and holder of a deed of trust or mortgage or other similar security instrument (either, the "Security Instrument"), covering, among other things, the real property commonly known and described as Brickyard Shopping Center, and further described on Exhibit "A" attached hereto and made a part hereof for all purposes, and the building and improvements thereon (collectively, the "Property").

B. Tenant is the lessee under that certain lease agreement between Landlord and Tenant dated May 23, 2003 ("Lease"), demising a portion of the Property described more particularly in the Lease ("Leased Space").

C. Landlord, Tenant and Lender desire to enter into the following agreements with respect to the priority of the Lease and Security Instrument.

NOW, THEREFORE, in consideration of the mutual promises of this Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Subordination. Tenant agrees that the Lease, and all estates, options and rights created under the Lease, hereby are subordinated and made subject to the lien of the Security Instrument, as if the Security Instrument had been executed and recorded prior to the Lease.

2. Nondisturbance. Lender agrees that no foreclosure (whether judicial or nonjudicial) deed-in-lieu of foreclosure, or other sale of the Property in connection with enforcement of the Security Instrument or otherwise in satisfaction of the underlying loan shall operate to terminate the Lease or Tenant's rights thereunder to possess and use the Leased Space; provided, however, that the Lease is then in full force and effect and no monetary default, excluding the payment of Minimum Rent, has occurred and is continuing beyond any applicable notice and cure period set forth in the Lease. Notwithstanding

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the foregoing, if at the time Lender forecloses on the Property, accepts a deed-in-lieu of foreclosure or sells the property in connection with the enforcement of the Security Instrument or otherwise in satisfaction of the underlying loan, Lender shall have the right but not the obligation, to terminate the Lease if Tenant's Minimum Rent, as defined in Article V of the Lease, is more than fourteen (14) days past due. Subject to the foregoing, in the event of any such foreclosure, deed-in-lieu of foreclosure, or other sale of the Property, the Lease and Tenant's rights thereunder shall continue in full force and effect and shall not be terminated or disturbed, except in accordance with the terms of the Lease.

3. **Attornment.** Tenant agrees to attorn to and recognize as its landlord under the Lease each party acquiring legal title to the Property by foreclosure (whether judicial or nonjudicial) of the Security Instrument, deed-in-lieu of foreclosure, or other sale in connection with enforcement of the Security Instrument or otherwise in satisfaction of the underlying loan ("**Successor Owner**"). Provided that the conditions set forth in Section 2 above are met at the time Successor Owner becomes owner of the Property, Successor Owner shall perform all obligations of the landlord under the Lease arising from and after the date title to the Property was transferred to Successor Owner. In no event, however, will any Successor Owner be: (a) liable for any default, act or omission of any prior landlord under the Lease, (except that Successor Owner shall not be relieved from the obligation to cure any defaults which are non-monetary and continuing in nature, and are not personal to the prior landlord, such as a bankruptcy, and are not susceptible to cure by Successor Owner, and such that Successor Owner's failure to cure would constitute a continuing default under the Lease); (b) subject to any offset or defense which Tenant may have against any prior landlord under the Lease, provided that the Successor Owner will be subject to any offset or defense which Tenant is entitled to under the Lease to the extent that such offset or defense relates to a breach or default of the Lease by a prior landlord with respect to which the Successor Owner has received written notice of and opportunity to cure prior to acquiring legal title to the Property; (c) bound by any payment of rent or additional rent made by Tenant to Landlord more than 30 days in advance (except as may have been (i) required under the terms of the Lease and (ii) paid by Tenant to Landlord prior to Tenant's receipt of notice of Landlord's default as provided in Paragraph 4 below), unless such required rents were actually delivered to Lender; (d) bound by any modification or supplement to the Lease, or waiver of Lease provisions which modifies the term of the Lease, modifies amounts payable by Tenant, reduces obligations of Tenant or increases the rights and remedies of Tenant or increases the obligations of Landlord or reduces the rights and remedies of Landlord, made without Lender's written consent thereto which consent shall be in Lender's commercially reasonable discretion; (e) liable for the return of any security deposit or other prepaid charge paid by Tenant under the Lease, except to the extent such amounts were actually received by Lender; (f) liable or bound by any right of first refusal or option to purchase all or any portion of the Property; or (g) liable for construction or completion of any improvements to the Property or as required under the Lease for Tenant's use and occupancy (whenever arising), provided, this clause (g) shall in no way modify, limit or impair any obligation to perform maintenance and repair of existing improvements. Although the foregoing provisions of this Agreement are self-operative, Tenant agrees to execute and deliver to Lender or a Successor Owner such further instruments (in a form reasonably acceptable to Tenant) as Lender or a Successor Owner may from time to time request in order to confirm this Agreement. Tenant agrees to look solely to any Successor Owner's equity interest in the Property, any proceeds of any sale, insurance or eminent domain award, and any rents, profits or income derived therefrom at the time owned, for recovery of any judgment from such Successor Owner; it being specifically agreed that neither any Successor Owner (whether such Successor Owner be Lender, an individual, partnership, firm, corporation, trustee or other fiduciary) nor any of the partners or other principals comprising any Successor Owner, nor any beneficiary of any trust of which any person holding such Successor Owner's interest as trustee nor any successor in interest to any of the foregoing shall ever be personally liable for any such judgment, or for the payment of any monetary obligation to the Tenant. Nothing in the immediately preceding sentence shall be construed as a bar to any injunctive or other non-monetary equitable remedy available to Tenant.

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4. Rent Payments; Notice to Tenant Regarding Rent Payments. Tenant agrees not to pay rent more than one (1) month in advance unless otherwise specified in the Lease. After notice is given to Tenant by Lender that Landlord is in default under the Security Instrument and that the rentals under the Lease should be paid to Lender pursuant to the assignment of leases and rents granted by Landlord to Lender in connection therewith, Tenant shall thereafter pay to Lender all rent and all other amounts due or to become due to Landlord under the Lease, the Landlord hereby expressly authorizes Tenant to make such payments to Lender upon reliance on Lender's written notice (without any inquiry into the factual basis for such notice or any prior notice to or consent from Landlord) and hereby releases Tenant from all liability to Landlord in connection with Tenant's compliance with Lender's written instructions. Landlord further indemnifies Tenant and agrees to hold Tenant harmless from and against any and all damages, injuries, losses, claims and causes of action arising in connection with Tenant making payments in accordance with the provisions of this Paragraph 4.

5. Lender Opportunity to Cure Landlord Defaults. Tenant agrees that, until the Security Instrument is released by Lender, it will not exercise any remedies under the Lease following a Landlord default without having first given to Lender (a) written notice of the alleged Landlord default and (b) the opportunity to cure such default within the time periods provided for cure by Landlord, measured from the time notice is given to Lender. Tenant acknowledges that Lender is not obligated to cure any Landlord default, but if Lender elects to do so, Tenant agrees to accept cure by Lender as that of Landlord under the Lease and in the event of such cure Tenant will not exercise any right or remedy under the Lease for the Landlord default that is so cured. Performance rendered by Lender on Landlord's behalf is without prejudice to Lender's rights against Landlord under the Security Instrument or any other documents executed by Landlord in favor of Lender in connection with the Loan.

6. Miscellaneous.

a. Notices. All notices under this Agreement will be effective only if made in writing and addressed to the address for a party provided below such party's signature. A new notice address may be established from time to time by written notice given in accordance with this Section. All notices will be deemed received only upon actual receipt or, if a party refuses receipt or no person is at said address to receive said notice, such notice shall be deemed received on the date of attempted delivery.

b. Entire Agreement; Modification. This Agreement is the entire agreement between the parties relating to the subordination and nondisturbance of the Lease, and supersedes and replaces all prior discussions, representations and agreements (oral and written) with respect to the subordination and nondisturbance of the Lease. This Agreement controls any conflict between the terms of this Agreement and the Lease. This Agreement may not be modified, supplemented or terminated, nor any provision hereof waived, unless by written agreement of Lender and Tenant, and then only to the extent expressly set forth in such writing.

c. Binding Effect. This Agreement binds and inures to the benefit of each party hereto and their respective heirs, executors, legal representatives, successors and assigns, whether by voluntary action of the parties or by operation of law. If the Security Instrument is a deed of trust, this Agreement is entered into by the trustee of the Security Instrument solely in its capacity as trustee and not individually.

d. Unenforceability. Any provision of this Agreement which is determined by a government body or court of competent jurisdiction to be invalid, unenforceable or illegal shall be ineffective only to the extent of such holding and shall not affect the validity, enforceability or legality of

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any other provision, nor shall such determination apply in any circumstance or to any party not controlled by such determination.

e. **Construction of Certain Terms.** Defined terms used in this Agreement may be used interchangeably in singular or plural form, and pronouns cover all genders. Unless otherwise provided herein, all days from performance shall be calendar days, and a “**business day**” is any day other than Saturday, Sunday and days on which Lender is closed for legal holidays, by government order or weather emergency.

f. **Governing Law.** This Agreement shall be governed by the laws of the State in which the Property is located (without giving effect to its rules governing conflicts of laws).

g. **WAIVER OF JURY TRIAL. EACH OF LENDER, LANDLORD AND TENANT, AS AN INDUCEMENT FOR LENDER TO ENTER INTO THIS AGREEMENT AND THE ACCOMMODATIONS OFFERED HEREBY, HEREBY WAIVES ITS RIGHT, TO THE FULL EXTENT PERMITTED BY LAW, AND AGREES NOT TO ELECT, A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT.**

h. **Counterparts.** This Agreement may be executed on any number of counterparts, each of which shall be deemed an original and all of which together constitute a fully executed agreement even though all signatures do not appear on the same document. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their respective obligations hereunder.

[SIGNATURES ON THE NEXT PAGE]

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IN WITNESS WHEREOF, this Agreement is executed this 26 day of Sept, 2003.

**LENDER:**

GMAC Commercial Mortgage Corporation, a California corporation

BY: [Signature]  
Name: TODD PARADIS  
Title: VICE PRESIDENT

Lender Notice Address:

GMAC Commercial Mortgage Corporation  
100 South Wacker Drive, Suite 400  
Chicago, IL 60606  
Attn: Construction Loan

With a copy to:

GMAC Commercial Mortgage Corporation  
200 Wilmer Road  
Horsham, PA 19044  
Attn: Servicing - Executive Vice President

**TENANT:**

MARSHALLS OF IL, LLC, a Delaware limited liability company

BY: [Signature]  
Name: Jay H. Metzger  
Title: Secretary/Clerk

Tenant Notice Address:

Marshalls of IL, LLC  
770 Cochituate Road  
Framingham, MA 01701  
Attn: Vice President - Real Estate

With a copy to:

Marshalls of IL, LLC  
770 Cochituate Road  
Framingham, MA 01701  
Attn: Legal Dept, Vice President, Legal - Real Estate

and

By: [Signature]  
Mary B. Reynolds  
Vice President/Treasurer

Property of Cook County Clerk's Office

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**LANDLORD:**

W9/MLM REAL ESTATE LIMITED  
PARTNERSHIP, a Delaware limited partnership

BY: W9/MLM Gen-Par, L.L.C., a Delaware  
limited liability company, its general  
partner

BY: George M. Sakakeeny  
George M. Sakakeeny  
Vice President

Landlord Notice Address:

c/o Mid-America Asset Management  
Two Mid America Plaza, Third Floor  
Oak Brook Terrace, IL 60181-4713  
Attn: C. Michelle Panovich

*Notary Acknowledgement for Landlord:*

State  
Commonwealth of Texas

County of Dallas

On this, the 9<sup>th</sup> day of June, 2003, before me, the undersigned Notary Public, personally appeared George Sakakeeny known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and who acknowledged to me that he/she is an officer of the Landlord in the capacity stated and that he/she executed the within instrument in such capacity for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Patricia Ann Shadix  
Notary Public

[Seal]



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Notary Acknowledgement for Lender:

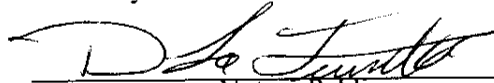
DC District of Columbia  
Commonwealth of \_\_\_\_\_

(1P) : ss

County of \_\_\_\_\_

On this, the 22<sup>nd</sup> day of Sept., 2003, before me, the undersigned Notary Public, personally appeared Todd Puradis known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and who acknowledged to me that he/she is an officer of GMAC Commercial Mortgage Corporation in the capacity stated and that he/she executed the within instrument in such capacity for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public  
**Dolly M. LaFente** [Seal]  
Notary Public, District of Columbia  
My Commission Expires 11-14-2006

Notary Acknowledgement for Tenant

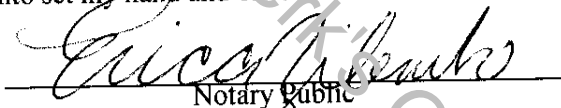
Commonwealth of MASSACHUSETTS : ss

County of Middlesex

On this, the 4 day of June, 2003, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and who acknowledged to me that he/she is an officer of the Tenant in the capacity stated and that he/she executed the within instrument in such capacity for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

ERICA J. ZILEMBO  
Notary Public  
My Commission Expires  
October 18, 2007



[Seal]

JAY H. MELTZER, secretary / clerk  
and  
MARY B. REYNOLDS, vice president / treasurer

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## **Exhibit "A"** **(Legal Description of the Property)**

### PARCEL 1:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF NORTH NARRAGANSETT AVENUE (SAID WEST LINE BEING 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4) AND A LINE 690 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST FULLERTON AVENUE AS SHOWN ON DOCUMENT 10441963; THENCE WEST ALONG SAID PARALLEL LINE, 10.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUING WEST ALONG SAID PARALLEL LINE, 640.00 FEET; THENCE SOUTH 49 DEGREES 35 MINUTES 00 SECONDS WEST 139.00 FEET, ALONG A LINE FORMING AN ANGLE OF 40 DEGREES 25 MINUTES 00 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED LINE (AS MEASURED FROM WEST TO SOUTHWEST); THENCE SOUTH 30 DEGREES 00 MINUTES 54 SECONDS WEST, 155.743 FEET; THENCE NORTH 0 DEGREES 49 MINUTES 53 SECONDS WEST, ALONG A LINE PARALLEL WITH SAID WEST LINE OF NORTH NARRAGANSETT AVENUE, 78.012 FEET TO A POINT WHICH IS 837.00 FEET (MEASURED PARALLEL WITH THE AFORESAID NORTH LINE OF WEST FULLERTON AVENUE) WEST OF THE AFORESAID WEST LINE OF NORTH NARRAGANSETT AVENUE AND 543.012 FEET (AS MEASURED PARALLEL WITH THE AFORESAID WEST LINE OF NORTH NARRAGANSETT AVENUE) NORTH OF THE AFORESAID NORTH LINE OF WEST FULLERTON AVENUE; THENCE NORTH 25 DEGREES 33 MINUTES 56 SECONDS EAST, 243.581 FEET TO A POINT 570.89 FEET EAST (AS MEASURED AT RIGHT ANGLES THROUGH A POINT ON THE EAST LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD AT A POINT 755.17 FEET NORTHERLY OF THE AFORESAID NORTH LINE OF WEST FULLERTON AVENUE) OF THE EAST LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE NORTH 34 DEGREES 38 MINUTES 53 SECONDS WEST 620.38 FEET TO A POINT 225.00 FEET (MEASURED PERPENDICULAR) EAST OF THE EAST LINE OF SAID RAILROAD RIGHT-OF-WAY; THENCE NORTH 7 DEGREES 06 MINUTES 00 SECONDS WEST, 45.28 FEET TO A POINT 220.00 FEET (MEASURED PERPENDICULAR) EAST OF THE EAST LINE OF SAID RAILROAD RIGHT-OF-WAY; THENCE NORTH 34 DEGREES 28 MINUTES 09 SECONDS WEST, 156.28 FEET TO A POINT 133.27 FEET (MEASURED PERPENDICULAR) EAST OF THE EAST LINE OF SAID RAILROAD RIGHT-OF-WAY; THENCE SOUTH 89 DEGREES 14 MINUTES 20 SECONDS WEST, ALONG A LINE DRAWN PERPENDICULAR TO SAID RIGHT-OF-WAY LINE, 133.27 FEET TO THE EAST LINE OF SAID RIGHT-OF-WAY; THENCE NORTH 0 DEGREES 45 MINUTES 40 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE, BEING ALSO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30 AFORESAID, 1124.585 FEET TO A LINE DRAWN 10.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF WEST DIVERSEY AVENUE; THENCE NORTH 89 DEGREES 41 MINUTES 48 SECONDS EAST ALONG SAID PARALLEL LINE, 1287.343 FEET TO THE POINT OF INTERSECTION WITH A LINE 10.00 FEET WEST OF AND PARALLEL WITH THE AFORESAID WEST LINE OF NORTH NARRAGANSETT AVENUE; THENCE SOUTH 0 DEGREES 49 MINUTES 53 SECONDS EAST ALONG SAID PARALLEL LINE, 1886.626 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

A STRIP OF LAND IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF WEST FULLERTON AVENUE, AS SHOWN ON DOCUMENT 10441963 WITH THE EAST LINE OF AN EASEMENT AS DESCRIBED IN EXHIBIT III, DOCUMENT 20988969, BEING A LINE 50.00 FEET EAST OF AND



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PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION BEING ALSO THE EAST LINE OF THE EAST LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT-OF-WAY; THENCE ALONG THE FOLLOWING COURSES BEING THE EAST LINE OF THE AFORESAID EASEMENT AS DESCRIBED IN EXHIBIT III, DOCUMENT 20988969; NORTH 0 DEGREES 45 MINUTES 40 SECONDS EAST, 180.00 FEET; THENCE WEST 11.00 FEET; THENCE NORTH 0 DEGREES 45 MINUTES 40 SECONDS WEST 159.272 FEET; THENCE SOUTHEASTERLY 208.85 FEET ALONG THE ARC OF A CIRCLE, 565.00 FEET RADIUS, CONVEX SOUTHWESTERLY AND WHOSE CHORD BEARS SOUTH 11 DEGREES 21 MINUTES 02.5 SECONDS EAST; THENCE SOUTH 21 DEGREES 56 MINUTES 25 SECONDS EAST, ALONG A LINE TANGENT TO SAID ARC, 146.23 FEET TO THE POINT OF INTERSECTION WITH THE AFORESAID NORTH LINE OF WEST FULLERTON AVENUE, THENCE WEST ALONG SAID NORTH LINE, 80.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS,

## PARCEL 3.

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY GRANT FROM THE NATIONAL BANK OF AUSTIN, A A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 29, 1964 AND KNOWN AS TRUST NUMBER 3760, TO CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 1, 1974 AND KNOWN AS TRUST NUMBER 65000 AND CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 2, 1976 AND KNOWN AS TRUST NUMBER 1068300, SAID GRANT BEING DATED DECEMBER 31, 1976 AND RECORDED ON JUNE 3, 1977 AS DOCUMENT NO. 23953919 OF A PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS TO AND FROM PARCEL 1 AND TO AND FROM NARRAGANSETT AVENUE AND FOR THE BENEFIT OF AND APPURTENANT TO PARCEL 1 AND ALL PORTIONS OF SAID PARCEL 1, OVER, ON AND THROUGH SAID PARCEL "C"-2, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH NARRAGANSETT AVENUE, BEING A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION, WITH A LINE DRAWN 690.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST FULLERTON AVENUE ACCORDING TO DOCUMENT NUMBER 10441963; THENCE WEST ALONG THE LAST DESCRIBED LINE, 315.00 FEET; THENCE SOUTH 78 DEGREES 16 MINUTES 03 SECONDS EAST, 122.931 FEET TO A LINE DRAWN 665.00 FEET NORTH OF AND PARALLEL WITH THE AFORESAID NORTH LINE OF WEST FULLERTON AVENUE; THENCE EAST, ALONG SAID PARALLEL LINE 197.00 FEET TO THE AFORESAID WEST LINE OF NORTH NARRAGANSETT AVENUE; THENCE NORTH 0 DEGREES 49 MINUTES 53 SECONDS WEST, ALONG SAID WEST LINE, 25.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

## PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY GRANT FROM THE NATIONAL BANK OF AUSTIN, A A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 29, 1964 AND KNOWN AS TRUST NUMBER 3760, AND BY GRANT FROM NATIONAL BANK OF AUSTIN, A A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1969 AND KNOWN AS TRUST NUMBER 4729, AND TO CHICAGO TITLE AND TRUST COMPANY. A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 1, 1974 AND KNOWN AS TRUST NUMBER 65000, AND CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 2, 1976 AND KNOWN AS TRUST NUMBER 1068300, SAID GRANTS BEING DATED DECEMBER 31, 1976 AND RECORDED ON JUNE 3, 1977 AS DOCUMENT NO.

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23953919 OF A PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS TO AND FROM PARCEL 1 AND TO AND FROM WEST FULLERTON AVENUE AND FOR THE BENEFIT OF AND APPURTENANT TO THE SAID PARCEL 1 AND ALL PORTIONS OF SAID PARCEL 1, OVER, ON AND THROUGH SAID PARCEL "A" BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH NARRAGANSETT AVENUE, BEING A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4, WITH A LINE DRAWN 690.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST FULLERTON AVENUE AS SHOWN ON DOCUMENT NUMBER 10441963; THENCE WEST, ALONG THE LAST DESCRIBED PARALLEL LINE, 650.00 FEET; THENCE SOUTH 49 DEGREES 35 MINUTES 00 SECONDS WEST, ALONG A LINE FORMING AN ANGLE OF 40 DEGREES 25 MINUTES 00 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED LINE (AS MEASURED FROM WEST TO SOUTH WEST), A DISTANCE OF 139.00 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 54 SECONDS WEST, 77.731 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED STRIP OF LAND; THENCE CONTINUING SOUTH 30 DEGREES 00 MINUTES 54 SECONDS WEST, 78.012 FEET TO A POINT WHICH IS 837.00 FEET (MEASURED PARALLEL WITH THE AFORESAID NORTH LINE OF WEST FULLERTON AVENUE) WEST OF THE AFORESAID WEST LINE OF NORTH NARRAGANSETT AVENUE AND 465.00 FEET (AS MEASURED PARALLEL WITH THE AFORESAID WEST LINE OF NORTH NARRAGANSETT AVENUE) NORTH OF THE AFORESAID NORTH LINE OF WEST FULLERTON AVENUE; THENCE SOUTH 0 DEGREES 49 MINUTES 13 SECONDS EAST, ALONG A LINE PARALLEL WITH SAID WEST LINE OF NORTH NARRAGANSETT AVENUE, 300.00 FEET; THENCE WEST AND PARALLEL WITH SAID NORTH LINE OF WEST FULLERTON AVENUE 16.50 FEET; THENCE SOUTH 0 DEGREES 49 MINUTES 53 SECONDS EAST, 25.00 FEET; THENCE WEST 16.50 FEET; THENCE SOUTH 0 DEGREES 49 MINUTES 53 SECONDS EAST; 140.00 FEET TO SAID NORTH LINE OF WEST FULLERTON AVENUE; THENCE EAST, ALONG SAID NORTH LINE, 73.004 FEET TO A LINE DRAWN 796.996 FEET (MEASURED PARALLEL WITH THE AFORESAID NORTH LINE OF WEST FULLERTON AVENUE) WEST OF AND PARALLEL WITH THE WEST LINE OF NORTH NARRAGANSETT AVENUE; THENCE NORTH 0 DEGREES 49 MINUTES 53 SECONDS WEST, ALONG SAID PARALLEL LINE 532.557 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PARCEL 5:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY DECLARATION OF EASEMENT DATED OCTOBER 17, 1969 AND RECORDED OCTOBER 17, 1969 AS DOCUMENT NO. 20988969 BY THE NATIONAL BANK OF AUSTIN, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1969 AND KNOWN AS TRUST NUMBER 4729 OF A PERMANENT AND NON-EXCLUSIVE EASEMENT FOR A PRIVATE STREET AND LEGALLY DESCRIBED AS THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, AND ST. PAUL RAILROAD AND THE NORTH LINE OF WEST FULLERTON AVENUE (BEING 50 FEET NORTH OF THE SOUTH LINE OF SAID SOUTH EAST 1/4); THENCE EAST ALONG SAID NORTH LINE OF WEST FULLERTON AVENUE 50 FEET; THENCE NORTH PARALLEL TO THE EAST RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, AND ST. PAUL RAILROAD 180 FEET; THENCE WEST PARALLEL TO SAID NORTH LINE OF WEST FULLERTON AVENUE 11 FEET; THENCE NORTH PARALLEL TO THE EAST RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD 1,135.17 FEET; THENCE WEST PARALLEL TO THE SAID NORTH LINE OF WEST FULLERTON AVENUE 39 FEET TO THE EAST RIGHT OF WAY LINE OF CHICAGO, MILWAUKEE, AND ST. PAUL RAILROAD; THENCE SOUTH ALONG SAID EAST LINE OF SAID RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, AND ST. PAUL RAILROAD, A DISTANCE OF 1315.17 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, AND AS MODIFIED BY INSTRUMENT DATED DECEMBER 8, 1975 AND RECORDED DECEMBER 29, 1975 AS DOCUMENT NO. 23337090 BY

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THE NATIONAL BANK OF AUSTIN, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST NUMBER 4729, TO INCLUDE ALSO A PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER:

A STRIP OF LAND 39.00 FEET IN WIDTH IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT OF WAY, BEING THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION, SAID POINT BEING 1445.178 FEET (AS MEASURED ALONG SAID WEST LINE) NORTH OF THE NORTH LINE OF WEST FULLERTON AVENUE AS SHOWN ON DOCUMENT NO. 10441963; THENCE NORTH 89 DEGREES 14 MINUTES 20 SECONDS EAST ALONG A LINE DRAWN PERPENDICULAR TO SAID EAST RIGHT OF WAY LINE, 39.00 FEET; THENCE SOUTH 0 DEGREES 45 MINUTES 40 SECONDS EAST, 130.526 FEET TO THE NORTHERLY TERMINUS OF AN EASEMENT AS DESCRIBED IN EXHIBIT III, IN DOCUMENT NO. 20988969; THENCE WEST ALONG SAID NORTHERLY TERMINUS, 39.00 FEET TO SAID EAST RIGHT OF WAY LINE; THENCE NORTH 0 DEGREES 45 MINUTES 40 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE, 130.008 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY; ILLINOIS, FOR THE BENEFIT OF PARCEL 1, TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, LIGHT AND REGULATE PRIVATE ROADS FOR INGRESS AND EGRESS AND TO UTILIZE SAID ROADS FOR INGRESS AND EGRESS TO AND FROM PARCEL 1 OVER, UNDER, ON AND THROUGH THE LANDS HEREIN DESCRIBED IN THIS PARCEL 5, IN COOK COUNTY, ILLINOIS.

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