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Date: 09/29/2003 02:24 PM Pg: 1 of 9

SUBORDINATION, NON-DISTURBANCE AND  
ATTORNMEN AGREEMENT

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## FOOT LOCKER RETAIL, INC.

112 WEST 34<sup>TH</sup> STREET, NEW YORK, NY 10120  
TEL: (212) 720-3700 / FAX: (212) 720-4379

D1 8094679 JBJ

### SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT (this "Agreement"), made as of the 16 day of Sept, 2003 between **FOOT LOCKER RETAIL, INC. d/b/a Kids Foot Locker**, having an address at c/o Foot Locker Realty, Inc., 112 West 34<sup>th</sup> Street New York, New York 10120 ("Tenant"), and **GMAC COMMERCIAL MORTGAGE CORPORATION, a California corporation**, ("Mortgagee").

WITNESSETH: 6564 W Diversy

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WHEREAS, Mortgagee will be the holder of a certain Mortgage, Deed of Trust or Deed ("Mortgage"), executed and delivered by **W9/MLM Real Estate Limited Partnership, a Delaware limited partnership**, ("Landlord"), and which Mortgage will convey and constitute a lien on a certain estate and interest in and to the premises more particularly described in the Mortgage (the "Mortgaged Premises"); and

WHEREAS, Tenant has entered into a certain lease dated **March 10, 2003** (said lease as heretofore amended and supplemented is hereinafter called the "Lease"), with Landlord demising space in the Center constructed on the Premises known as **The Brickyard, Chicago, IL** (the "Premises"); and

WHEREAS, Mortgagee has agreed to recognize the status of Tenant under the Lease and Tenant has agreed to attorn to Mortgagee, upon and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. The Lease and any extensions, renewals, replacements or modifications made after the date hereof, and all of the right, title and interest of Tenant in and to the Premises are and shall be subject and subordinate to the Mortgage and to all of the terms, covenants and conditions contained therein, and to any renewals, modifications, replacements, considerations and extensions thereof.

2. Provided that there is then no continuing default under the Lease and no event has occurred and no condition exists which entitle Landlord to terminate the Lease under its terms or would cause without any further action by Landlord, the termination of the Lease, or would entitle Landlord to dispossess Tenant from the Premises, Mortgagee agrees that (a) in the event of foreclosure of the Mortgage, Tenant shall not be named as a party in any action or proceeding to enforce the Mortgage, (b) in the event Mortgagee comes into possession or acquires title to the Premises as a result of the enforcement or foreclosure of the Mortgage, or as a result of any other means, Mortgagee agrees that Tenant shall not be disturbed in its possession or occupancy of the Premises and (c) Mortgagee will recognize the Lease and Tenant's rights thereunder.

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3. Upon any foreclosure of the Mortgage or other acquisition of the Premises, Tenant shall attorn to Mortgagee or any other party acquiring said property or so succeeding to Landlord's rights and shall recognize Mortgagee as its landlord under the Lease and Tenant shall promptly execute and deliver any instrument that Mortgagee may reasonably request in writing to evidence further said attornment.

4. Upon such foreclosure of the Mortgage or other acquisition of the Mortgaged Premises and attornment, the Lease shall continue as a direct lease between the Mortgagee and Tenant upon all terms, covenants and conditions thereof as are then applicable except that the Mortgagee shall not be (a) liable for any action or omission of any prior landlord under the Lease unless Mortgagee has received notice thereof, (b) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord, or (c) liable for the return of any security deposit which Tenant may have paid to any prior landlord, unless Mortgagee shall have actually received such deposit, or (d) bound by any material amendment and/or modification of the Lease including, without limitation, one that shortens the initial term or reduces the rent, made without Mortgagee's prior written consent. Tenant further agrees with Mortgagee that Tenant will not voluntarily subordinate the Lease to any lien or encumbrance without Mortgagee's prior written consent.

5. If Landlord shall default in the performance or observance of any of the terms, covenants, conditions or agreements in the Lease to be performed on the part of Landlord, Tenant shall give written notice thereof to Mortgagee, provided Landlord provides Tenant with such Mortgagee's address, and Mortgagee shall have the right (but not the obligation) to cure such default. Tenant shall not take any action with respect to any default by Landlord under the Lease, including, without limitation, any action to terminate, rescind or avoid the Lease or to withhold any rental thereunder, for a period of thirty (30) days after receipt by Mortgagee of Tenant's written notice with respect to such default; provided, however, that in the case of any default which cannot with reasonable diligence be cured within such thirty (30) day period, if Mortgagee shall proceed promptly to commence to cure such default and, thereafter, shall prosecute the curing of same with reasonable diligence, then the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of same but not to exceed one hundred twenty (120) days.

6. This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns. As used herein, (a) the term "Tenant" shall include any, successors and/or assigns of Tenant named herein; (b) the words "foreclosure" and "foreclosure sale" shall be deemed to include the acquisition of Landlord's estate in the Premises by voluntary deed (or assignment) in lieu of foreclosure; and (c) the word "Mortgagee" shall include the Mortgagee herein specifically named and any of its successors and assigns, and shall include anyone or any entity who shall have succeeded to Landlord's interest in the Premises by, through or under foreclosure of the Mortgage or as a result of any other means.

7. Anything herein or in the Lease to the contrary notwithstanding, in the event that Mortgagee shall acquire title to the Premises, Mortgagee shall have no obligation, nor incur any liability, beyond Mortgagee's then interest, if any, in the Premises and Tenant shall look exclusively to such interest of Mortgagee, if any, in the Premises for the payment and discharge of any obligations imposed upon Mortgagee hereunder or under the Lease and Mortgagee is hereby released or relieved of any other liability hereunder and under the Lease. Tenant agrees that with respect to any money judgment which may be obtained or secured by Tenant against Mortgagee, Tenant shall look solely to the estate or interest owned by Mortgagee in the Premises and Tenant will

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not collect or attempt to collect any such judgment (i) from any officer, director, shareholder, partner, employee, agent or representative of Mortgagee or (ii) out of any assets of Mortgagee other than Mortgagee's estate or interest in the Premises or the proceeds from the sale thereof.

8. Wherever used herein, the singular shall include both the singular and the plural and the use of any gender shall apply to all genders.

9. This Agreement shall be governed by and construed in accordance with the laws of the State where the Premises is located, applicable to similar agreements made and to be performed entirely within said State. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing this Agreement to be drafted.

10. This Agreement shall not be modified or amended except in writing signed by all parties hereto.

11. All notices and other communications provided for hereunder shall be in writing and mailed (registered or certified mail, return receipt requested, postage prepaid), hand delivered, sent by nationally recognized overnight courier (prepaid), if to Mortgagee, at its address above stated, and if to Tenant, at its address above stated, Attn: Director Lease Administration. All notices and such communications shall be effective when received at the address specified as aforesaid.


12. Each entity executing and delivering this Agreement represents and warrants to the other(s) that the individuals executing this Agreement on behalf of such entity are duly empowered and authorized to do so on behalf of such entity.

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

TENANT: **FOOT LOCKER RETAIL, INC.**

By:   
Name: **Henry R. Rouda**  
Title: **Director of Leasing Services**

MORTGAGEE:

By:   
Name:  
Title:

**TODD PARADIS**  
**VICE PRESIDENT**



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STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK )

BE IT REMEMBERED, that on this 20<sup>th</sup> day of August 2003, before me the subscriber named below, personally appeared Henry R. Rouda, who I am satisfied is the person who signed the within instrument as Director of Leasing Services of FOOT LOCKER RETAIL, INC., a corporation of the State of NEW YORK, that the within instrument made by said corporation was signed and delivered by him as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.

Notary Public Lorraine Figueroa

LORRAINE FIGUEROA  
Notary Public, State of New York  
No. 01F16095843  
Qualified in Richmond County  
Certificate filed in New York County  
Commission Expires July 21, 2007

District of Columbia  
STATE OF \_\_\_\_\_ )  
 ) ss: (1)  
COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED, that on this 27 day of September 2003, before me the subscriber named below, personally appeared Todd Paradis, who I am satisfied is the person who signed the within instrument as Vice-President of BMAC, a Calif. corp ~~bank~~, and he thereupon acknowledged that the within instrument made by said bank was signed and delivered by him as such officer and is the voluntary act and deed of the bank, made by virtue of authority from its Board of Directors.

Notary Public Dolly M. LaFuente

Dolly M. LaFuente  
Notary Public, District of Columbia  
My Commission Expires 11-14-2006

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## 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



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**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 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 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, 195.00 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 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,

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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. 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 53 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:



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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 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