



Doc#: 0420542034
Eugene "Gene" Moore Fee: \$44.00
Cook County Recorder of Deeds
Date: 07/23/2004 07:29 AM Pg: 1 of 11

After recording, return to:
John F. Slade
Geneva Leasing Associates, Inc.
1525 Kautz Road
Suite 100
West Chicago, Illinois 60185

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SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement"), made and entered into as of this 12th of July, 2004, by and between:

Dick's Last Resort of Chicago, Inc.
a(n) Texas corporation
435 East Illinois Street
Chicago, Illinois 60611

("Tenant") and Geneva Leasing Associates, Inc., an Illinois corporation, having its principal offices at 1525 Kautz Road, Suite 100, West Chicago, Illinois 60185, its participants, successors and assigns ("Lender").

WITNESSETH:

WHEREAS, Tenant, and **River East Plaza, LLC**, as Landlord, heretofore entered into a certain Lease, dated March 28, 1988 ("Lease"), ~~as evidenced by a memorandum thereof, recorded the ___ day of ___, 2004, as Instrument No. _____, in the Office of the Recorder of Cook County, Illinois~~ demising to Tenant those certain premises described in the Lease which premises are a part of the real property and improvements thereon located on the real property described on Exhibit A, attached hereto and made a part hereof ("Property"); and

WHEREAS, concurrently herewith, the Landlord is executing and delivering to Lender a Mortgage ("Mortgage"), of the Property as security for certain indebtedness, together with any and all advances made thereunder, all interest thereon and any renewals or extensions thereof ("Mortgage Debt"), and more fully described in the Mortgage; and

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WHEREAS, as a condition precedent to disbursement of the Mortgage Debt, Lender has required that the Lease and the rights of Tenant thereunder be subordinated and made subject to the lien of the Mortgage upon the terms and conditions hereinafter expressed.

NOW, THEREFORE, in consideration of the foregoing premises and of the agreements hereinafter contained, and to induce Lender to disburse the Mortgage Debt, it is agreed as follows:

1. Tenant hereby agrees that the Lease, and the rights of Tenant in, to or under the Lease, shall be and remain in all respects and for all purposes, subject, subordinate and junior in right and interest to the lien of the Mortgage and to the right and interest of the holder of the Mortgage Debt secured thereby whether now or hereafter outstanding, as fully and with the same effect as if the Mortgage had been duly executed, acknowledged, delivered and recorded by the record owner of the Property so as to constitute a first lien of record, and as if the Mortgage Debt had been fully disbursed prior to the execution and delivery of the Lease.

**recorded as document no. 0420542028*

2. Lender hereby agrees that so long as Tenant, its successors, assigns and sublessees, shall not be in default under the provisions of the Lease:

A. The Lease shall remain in full force and effect without impairment of any of the rights of the Tenant thereunder, including Tenant's continued right to possession of the Property during the term of the Lease and any extension thereof, and the Lease shall continue with the same force and effect as if the Lender, as landlord, and Tenant, as tenant, had entered into a lease as of the date Lender takes possession of the Property containing the same terms, conditions and the covenants as contained in the Lease.

B. In the event of foreclosure of the Mortgage or sale in lieu of foreclosure or other suit or proceeding under or pursuant to the Mortgage or consequent upon an event of default hereunder, the Tenant under the Lease will not be made a party to any such proceeding and the same shall not affect the rights of the Tenant under the Lease. Any purchaser of the Property pursuant to any such proceedings or deed in lieu of foreclosure shall take the Property subject to the Lease and shall be bound by all of its covenants as though the purchaser were the original Landlord; provided, however, that such purchaser shall be in no way be liable or responsible for any alleged default by the Landlord under the Lease pertaining to any period prior to the time that purchaser acquires legal title to or possession of the Property.

3. From and after the date that Lender takes possession of the Property, or upon any foreclosure sale or conveyance in lieu thereof, and if the Tenant's right of possession has been preserved as hereinabove provided, Tenant will attorn to Lender (or the purchaser at foreclosure sale or grantee pursuant to a deed in lieu of foreclosure, and for the purposes hereof, the term "Lender" shall include such purchaser or grantee) and the Lender will accept such attornment; the Lender will have the same obligations as Landlord had or would have had if the Lender had not taken possession of the Property and the same remedies by entry, action or otherwise for the nonperformance of any agreement contained in the Lease for the recovery of rents, for the

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commission of any waste or for any forfeiture, as the Landlord had or would have had. From and after the time of such attornment, Tenant shall have the same remedies against the Lender who shall be in possession of the Property for the breach of any covenant or agreement contained in the Lease that Tenant might have had against the Landlord; provided, however, that the Lender shall not be (a) liable for any prior act or omission of Landlord or return of any security deposit unless such deposit has been delivered to Lender; (b) subject to any offsets or defenses which Tenant might have against Landlord; or (c) liable for any additional rent or advance rent which Tenant might have paid in advance to the Landlord; provided, however that if the amount of any advance rent was delivered to Lender, Lender will credit such amount towards the payment of rent in accordance with the provisions of the Lease.

4. Lender shall not be bound by any modification or amendment of the Lease unless Lender has given its consent thereto in writing.

5. Unless a default or event of default with regard to the Mortgage Debt shall have occurred and be continuing, Lender agrees to permit the application of (a) all insurance proceeds resulting from loss or damage of the Property and derived from any policy of insurance carried by Landlord in accordance with the provisions of the Lease; and (b) all proceeds resulting from any condemnation of the Property in accordance with the provisions of the Lease.

6. This instrument shall constitute acknowledgment by Tenant of notice of the existence of the Mortgage as a mortgage lien upon the Property and of the name and address of Lender as mortgagee. Upon assignment by Lender of its interest as mortgagee under the Mortgage, all rights of Lender shall immediately inure to its assignee.


7. This instrument shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

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

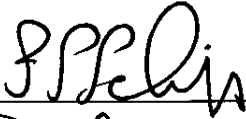
“Lender”

Geneva Leasing Associates, Inc.
an Illinois corporation

By: 
John R. Slade
Its: Executive Vice President

“Tenant”

Name: Dick’s Last Resort of Chicago, Inc.
a(n) Texas corporation

By: 
Its: President

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STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

I, the undersigned, a Notary Public do hereby certify that **John F. Slade** personally known to me as **Executive Vice President of Geneva Leasing Associates, Inc.**, an Illinois corporation, appeared before me this day in person, and for and on behalf of **Geneva Leasing Associates, Inc.**, acknowledged that he signed and delivered the said instrument as his free and voluntary act, and the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 14 day of July, 2004.

My commission expires: 10/26/05

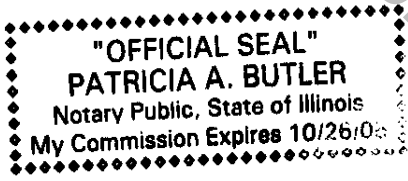
Patricia Butler

Notary Public

My county of residence: COOK

PAT BUTLER

Printed Name



~~STATE OF ILLINOIS~~)
~~COUNTY OF COOK~~)
Texas)
Dallas) ss:

I, the undersigned, a Notary Public do hereby certify that Steven S. Schiff personally known to me as President of **Dick's Last Resort of Chicago, Inc.**, a(n) Texas corporation, appeared before me this day in person, and for and on behalf of **Dick's Last Resort of Chicago, Inc.**, acknowledged that (he or she) signed and delivered the said instrument as (his or her) free and voluntary act, and the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 1 day of July, 2004.

My commission expires: 7/25/06

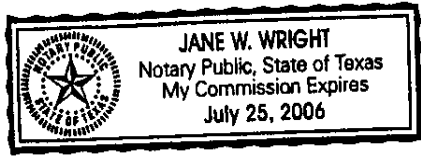
Jane W. Wright

Notary Public

My county of residence: Dallas

Jane W. Wright

Printed Name



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Exhibit A
to
Subordination, Nondisturbance and Attornment Agreement
between
Geneva Leasing Associates, Inc. ("Lender")
and
Dick's Last Resort of Chicago, Inc. ("Tenant")

Legal Description



Property of Cook County Clerk's Office

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STREET ADDRESS: 401-465 EAST ILLINOIS
 CITY: CHICAGO COUNTY: COOK
 TAX NUMBER:

LEGAL DESCRIPTION:**PARCEL 1:**

LOT 1 IN BLOCK 5 IN "CITYFRONT CENTER", BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1987 AS DOCUMENT 87106320, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE OGDEN SLIP, LYING SOUTHERLY OF AND ADJOINING LOT 1 IN BLOCK 5 IN "CITYFRONT CENTER", BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, AND RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 125.104 FEET, TO AN ANGLE POINT IN SAID SOUTH LINE; THENCE CONTINUING EAST ALONG SAID SOUTH LINE, A DISTANCE OF 510.166 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH ALONG A SOUTHWARD EXTENSION OF THE EAST LINE OF SAID LOT 1, A DISTANCE OF 55.23 FEET TO AN INTERSECTION WITH A LINE WHICH IS 50.00 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID OGDEN SLIP, SAID SOUTH LINE, BEING ALSO THE NORTH LINE OF BLOCK 6, "CITYFRONT CENTER", AFORESAID; THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 635.11 FEET TO AN INTERSECTION WITH THE EAST LINE OF N. MCCLURG COURT; AND THENCE NORTH ALONG SAID EAST LINE, A DISTANCE OF 50.00 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY GRANT AND DECLARATION OF NON-EXCLUSIVE EASEMENT FROM CHICAGO DOCK AND CANAL TRUST AN ILLINOIS BUSINESS TRUST, TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 1, 1986 AND KNOWN AS TRUST NUMBER 67050 DATED SEPTEMBER 30, 1986 AND RECORDED SEPTEMBER 30, 1986 AS DOCUMENT 86446718 FOR INGRESS AND EGRESS AND NAVIGATIONAL PURPOSES OVER THE FOLLOWING DESCRIBED LAND:

PARCEL 3A:

THE SOUTH 50 FEET OF THAT PORTION OF THE OGDEN SLIP, DESCRIBED AS FOLLOWS, WHICH PORTION LIES SOUTH OF AND ADJOINING PARCEL 2:

THAT PART OF THE OGDEN SLIP (MICHIGAN CANAL) AS LAID OUT IN CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION OF THEIR SUBDIVISION OF ORIGINAL WATER LOT 35, AND THE ACCRETION THERETO, ALL OF BLOCK 8 AND ACCRETION, AND OF THAT PART OF BLOCK 19 LYING EAST OF SUB-BLOCK 2, ALL IN KINZIE'S ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 17, 1885 AS DOCUMENT NO. 610129 IN BOOK 19 OF PLATS, PAGE 77, AND AS RE-ESTABLISHED AND RE-ALIGNED IN THE SUBDIVISION OF LOTS 4 TO 9, THE EAST HALF OF LOT 3 AND THE WEST 71.00 FEET OF LOT 10 IN BLOCK 8 AND ACCRETION THERETO IN THE CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 9, 1894 AS DOCUMENT NO. 2006102 IN BOOK 61 OF PLATS, PAGE 2; AND AS LAID OUT IN THE CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION IN SAID SECTION 10, AND THE CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION IN SAID SECTION 10, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 16, 1954 AS DOCUMENT NO. 15834685 IN BOOK 422 OF PLATS, AT PAGE 6, WHICH PART OF SAID OGDEN SLIP LIES EASTERLY OF THE EASTERLY LINE OF THE COLUMBUS DRIVE EXTENSION AS CONVEYED TO THE CITY OF CHICAGO BY DEED DATED MARCH 28, 1979 AND

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RECORDED APRIL 3, 1979 AS DOCUMENT NO. 24902218 AND WESTERLY OF THE WESTERLY LINE OF RELOCATED NORTH LAKE SHORE DRIVE, AS CONVEYED TO THE STATE OF ILLINOIS BY DEED RECORDED JUNE 15, 1982 AS DOCUMENT NO. 26260261, AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 7 IN CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION AFORESAID, AND RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 7, HAVING A BEARING OF NORTH 89 DEGREES, 9 MINUTES, 7 SECONDS EAST (ASSUMED) A DISTANCE OF 173.98 FEET; THENCE SOUTH ALONG A STRAIGHT LINE HAVING A BEARING OF SOUTH 0 DEGREES, 14 MINUTES, 15 SECONDS EAST, A DISTANCE OF 58.276 FEET; THENCE EAST ALONG A STRAIGHT LINE HAVING A BEARING OF NORTH 89 DEGREES, 45 MINUTES, 50 SECONDS EAST, A DISTANCE OF 11.107 FEET; THENCE SOUTH ALONG A STRAIGHT LINE BEARING DUE SOUTH, A DISTANCE OF 71.959 FEET, TO A POINT ON THE NORTH LINE OF LOT 28 IN SAID CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION RECORDED MARCH 17, 1885 AS DOCUMENT NO. 610129, WHICH POINT IS 81.532 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 28; THENCE WEST ALONG THE NORTH LINE OF LOTS 28 TO 42, BOTH INCLUSIVE, IN SAID CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION, RECORDED AS DOCUMENT NO. 610129, AND ALONG THE NORTH LINE OF LOTS 1 AND 2 IN THE CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION IN SAID SECTION 10, RECORDED AS DOCUMENT NO. 15834685, HAVING A BEARING OF SOUTH 89 DEGREES, 43 MINUTES, 39 SECONDS WEST, A DISTANCE OF 1566.23 FEET TO THE EASTERLY LINE OF THE COLUMBUS DRIVE EXTENSION AFORESAID; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE, BEING A STRAIGHT LINE HAVING A BEARING OF NORTH 7 DEGREES, 53 MINUTES, 38 SECONDS EAST, A DISTANCE OF 43.90 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY CONTINUING ALONG SAID EASTERLY LINE, BEING HERE A CURVED LINE CONVEX TO THE EAST WITH A RADIUS OF 2919.79 FEET, A DISTANCE OF 57.05 FEET, TO A POINT ON THE SOUTH LINE OF LOT 14 IN SAID RESUBDIVISION RECORDED AS DOCUMENT NO. 2006102; THENCE EAST ALONG THE SOUTH LINE OF LOTS 14 AND 13 IN SAID RESUBDIVISION RECORDED AS DOCUMENT NO. 2006102 AND ALONG THE SOUTH LINE OF LOTS 10, 11, 12, 13, 14 AND 15 IN BLOCK 8 IN SAID CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION RECORDED AS DOCUMENT NO. 610129, HAVING A BEARING OF NORTH 89 DEGREES, 43 MINUTES, 39 SECONDS EAST, A DISTANCE OF 833.34 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 15; THENCE EAST ALONG THE SOUTH LINE OF LOTS 12, 11, 10, 9 AND 8 IN THE AFOREMENTIONED CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION, A DISTANCE OF 534.37 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8, AND THENCE NORTH ALONG THE EAST LINE OF LOT 8, A DISTANCE OF 23.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL 3B:

THAT PORTION OF THE OGDEN SLIP DESCRIBED AS FOLLOWS, WHICH PORTION LIES EAST OF THE EAST LINE OF PARCELS 1 AND 2, EXTENDED SOUTH AND LIES WEST OF THE WESTERLY LINE OF LAKE SHORE DRIVE:

THAT PART OF THE OGDEN SLIP (MICHIGAN CANAL) AS LAID OUT IN CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION OF THEIR SUBDIVISION OF ORIGINAL WATER LOT 35, AND THE ACCRETION THERETO, ALL OF BLOCK 8 AND ACCRETION, AND OF THAT PART OF BLOCK 19 LYING EAST OF SUB-BLOCK 2, ALL IN KINZIE'S ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 17, 1885 AS DOCUMENT NO. 610129 IN BOOK 19 OF PLATS, PAGE 77, AND AS RE-ESTABLISHED AND RE-ALIGNED IN THE SUBDIVISION OF LOTS 4 TO 9, THE EAST HALF OF LOT 3 AND THE WEST 71.00 FEET OF LOT 10 IN BLOCK 8 AND ACCRETION THERETO IN THE CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 9, 1894 AS DOCUMENT NO. 2006102 IN BOOK 61 OF PLATS, PAGE 2; AND AS LAID OUT IN THE CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION IN SAID SECTION 10, AND CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION IN SAID SECTION 10, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 16, 1954 AS DOCUMENT NO. 15834685 IN BOOK 422 OF PLATS, AT PAGE 6, WHICH PART OF SAID OGDEN SLIP LIES EASTERLY OF THE EASTERLY LINE OF THE COLUMBUS DRIVE EXTENSION AS CONVEYED TO THE CITY OF CHICAGO BY DEED DATED MARCH 28, 1979 AND RECORDED APRIL 3, 1979 AS DOCUMENT NO. 24902218 AND WESTERLY OF THE WESTERLY LINE OF RELOCATED NORTH LAKE SHORE DRIVE, AS CONVEYED TO THE STATE OF ILLINOIS BY DEED RECORDED JUNE 15, 1982 AS DOCUMENT NO. 26260261, AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH WEST CORNER OF LOT 7 IN CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION AFORESAID, AND RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 7, HAVING A BEARING OF NORTH 89 DEGREES, 9 MINUTES, 7 SECONDS EAST (ASSUMED) A DISTANCE OF 173.98 FEET; THENCE SOUTH ALONG A STRAIGHT LINE HAVING A BEARING OF SOUTH 0 DEGREES, 14 MINUTES, 15

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SECONDS EAST, A DISTANCE OF 58.276 FEET; THENCE EAST ALONG A STRAIGHT LINE HAVING A BEARING OF NORTH 89 DEGREES, 45 MINUTES, 50 SECONDS EAST, A DISTANCE OF 11.107 FEET; THENCE SOUTH ALONG A STRAIGHT LINE BEARING DUE SOUTH, A DISTANCE OF 71.959 FEET, TO A POINT ON THE NORTH LINE OF LOT 28 IN SAID CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION RECORDED MARCH 17, 1885 AS DOCUMENT NO. 610129, WHICH POINT IS 81.532 FEET OF THE NORTHEAST CORNER OF SAID LOT 28; THENCE WEST ALONG THE NORTH LINE OF LOTS 28 TO 42, BOTH INCLUSIVE, IN SAID CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION, RECORDED AS DOCUMENT NO. 610129, AND ALONG THE NORTH LINE OF LOTS 1 AND 2 IN THE CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION IN SAID SECTION 10, RECORDED AS DOCUMENT NO. 15834685, HAVING A BEARING OF SOUTH 89 DEGREES, 43 MINUTES, 39 SECONDS WEST, A DISTANCE OF 1566.23 FEET TO THE EASTERLY LINE OF THE COLUMBUS DRIVE EXTENSION AFORESAID; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE, BEING A STRAIGHT LINE HAVING A BEARING OF NORTH 7 DEGREES, 53 MINUTES, 38 SECONDS EAST, A DISTANCE OF 43.90 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY CONTINUING ALONG SAID EASTERLY LINE, BEING HERE A CURVED LINE CONVEX TO THE EAST WITH A RADIUS OF 2919.79 FEET, A DISTANCE OF 57.05 FEET, TO A POINT ON THE SOUTH LINE OF LOT 14 IN SAID RESUBDIVISION RECORDED AS DOCUMENT NO. 2006102; THENCE EAST ALONG THE SOUTH LINE OF LOTS 14 AND 13 IN SAID RESUBDIVISION RECORDED AS DOCUMENT NO. 2006102 AND ALONG THE SOUTH LINE OF LOTS 10, 11, 12, 13 AND 15 IN BLOCK 8 IN SAID CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION RECORDED AS DOCUMENT NO. 610129, HAVING A BEARING OF NORTH 89 DEGREES, 43 MINUTES, 39 SECONDS EAST, A DISTANCE OF 833.34 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 15; THENCE EAST ALONG THE SOUTH LINE OF LOTS 12, 11, 10, 9 AND 8 IN THE AFOREMENTIONED CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION, A DISTANCE OF 534.37 FEET TO THE SOUTH EAST CORNER OF SAID LOT 8, AND THENCE NORTH ALONG THE EAST LINE OF LOT 8, A DISTANCE OF 23.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL 3C:

THAT PORTION OF THE SOUTH HALF OF THE OGDEN SLIP (MICHIGAN CANAL) LYING NORTH OF LOTS 24, 25 AND 26 IN CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION OF THEIR SUBDIVISION, OF ORIGINAL WATER LOT 35 AND ACCRETION THERETO, ALL OF BLOCK 8 AND ACCRETION, AND THAT PART OF BLOCK 19 LYING EAST OF SUB-BLOCK 2, ALL IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 27 IN SAID CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION, AND RUNNING THENCE EAST ALONG THE NORTH LINE OF LOTS 27 AND 26, HAVING A BEARING OF NORTH 89 DEGREES, 43 MINUTES, 39 SECONDS EAST (ASSUMED) A DISTANCE OF 102.33 FEET TO THE POINT OF BEGINNING FOR THE HEREINAFTER DESCRIBED PORTION OF THE SOUTH HALF OF THE OGDEN SLIP; THENCE NORTHERLY ALONG A STRAIGHT LINE BEARING NORTH 8 DEGREES, 16 MINUTES, 00 SECONDS EAST A DISTANCE OF 66.889 FEET TO THE CENTERLINE OF AFORESAID OGDEN SLIP; THENCE EAST ALONG SAID CENTERLINE HAVING A BEARING OF NORTH 89 DEGREES, 26 MINUTES, 23 SECONDS EAST, A DISTANCE OF 278.91 FEET, TO AN INTERSECTION WITH THE NORTHWARD EXTENSION OF THE EAST LINE OF LOT 24 IN AFORESAID CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION; THENCE SOUTH ALONG SAID NORTHWARD EXTENSION OF THE EAST LINE OF LOT 24 A DISTANCE OF 72.55 FEET, TO THE NORTHEASTERLY CORNER OF SAID LOT 24; THENCE NORTHWESTWARDLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 24, A DISTANCE OF 13.99 FEET TO THE MOST NORTHERLY NORTHEAST CORNER OF SAID LOT 24, AND THENCE WEST ALONG THE NORTH LINE OF LOTS 24, 25, AND 26 HAVING A BEARING OF SOUTH 89 DEGREES, 43 MINUTES, 39 SECONDS WEST, A DISTANCE OF 276.67 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL 3D:

THE WESTERLY PORTION OF THE CHICAGO DOCK AND CANAL COMPANY'S "BASIN AND CANAL", LYING EASTERLY OF LOTS 23 AND 24 AND SOUTHERLY OF THE CENTERLINE, EXTENDED EAST, OF THE OGDEN SLIP (MICHIGAN CANAL), IN CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION OF THEIR SUBDIVISION OF ORIGINAL WATER LOT 35 AND ACCRETION THERETO, ALL OF BLOCK 8 AND ACCRETION, AND THAT PART OF BLOCK 19 LYING EAST OF SUB-BLOCK 2, ALL IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE OGDEN SLIP (MICHIGAN CANAL),

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WITH THE NORTHWARD EXTENSION OF THE EAST LINE OF LOT 24 IN AFORESAID CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION, AND RUNNING THENCE EAST ALONG THE EASTWARD EXTENSION OF SAID CENTERLINE OF OGDEN SLIP, HAVING A BEARING OF NORTH 89 DEGREES, 26 MINUTES, 23 SECONDS EAST, (ASSUMED) A DISTANCE OF 160.83 FEET, TO A POINT MIDWAY BETWEEN THE EASTERLY AND WESTERLY LINE OF SAID "BASIN AND CANAL"; THENCE SOUTHWARDLY ALONG A LINE LOCATED MIDWAY BETWEEN THE EASTERLY AND WESTERLY LINE AFORESAID, HAVING A BEARING OF SOUTH 1 DEGREE, 19 MINUTES, 30 SECONDS EAST, A DISTANCE OF 234.02 FEET; THENCE CONTINUING SOUTHWARDLY ALONG A LINE LOCATED MIDWAY BETWEEN SAID EASTERLY AND WESTERLY LINES, HAVING A BEARING OF SOUTH 5 DEGREES, 15 MINUTES, 03 SECONDS EAST, A DISTANCE OF 136.97 FEET; THENCE CONTINUING SOUTHWARDLY ALONG A LINE LOCATED MIDWAY BETWEEN SAID EASTERLY AND WESTERLY LINES, HAVING A BEARING OF SOUTH 7 DEGREES, 35 MINUTES, 28 SECONDS, EAST A DISTANCE OF 53.89 FEET; THENCE CONTINUING SOUTHWARDLY ALONG A LINE LOCATED MIDWAY BETWEEN SAID EASTERLY AND WESTERLY LINES, HAVING A BEARING OF SOUTH 11 DEGREES, 45 MINUTES, 09 SECONDS EAST, A DISTANCE OF 14.72 FEET; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 180.88 FEET TO THE SOUTHEAST CORNER OF SAID LOT 23 IN AFOREMENTIONED CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION; THENCE NORTHWARDLY ALONG THE EASTERLY LINE OF SAID LOT 23, A DISTANCE OF 29.44 FEET, TO A DEFLECTION POINT IN SAID EASTERLY LINE, AND THENCE NORTH ALONG THE EAST LINES OF LOTS 23 AND 24 AND ALONG SAID LINES EXTENDED NORTHWARD, A DISTANCE OF 452.93 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE USE OF LOADING DOCKS FOR THE BENEFIT OF PARCEL 1, AS CREATED BY MUTUAL GRANT OF EASEMENTS, OPERATING AGREEMENT AND OPTION TO LEASE PARKING SPACES, DATED JULY 12, 1983 AND RECORDED JULY 15, 1988 AS DOCUMENT 88312035 BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 1, 1986 & KNOWN AS TRUST NUMBER 67050; AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 11, 1987 & KNOWN AS TRUST NUMBER 104210-06 AND THE CHICAGO DOCK AND CANAL TRUST, AN ILLINOIS BUSINESS TRUST, OVER A PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

LOT 2 IN BLOCK 5 IN "CITYFRONT CENTER", BEING A SUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENT FOR ACCESS OVER THE PROMENADE BETWEEN THE SEAWALL OF THE OGDEN SLIP AND THE IMPROVEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY MUTUAL GRANT OF EASEMENTS, OPERATING AGREEMENT AND OPTION TO LEASE PARKING SPACES, DATED JULY 12, 1983 AND RECORDED JULY 15, 1988 AS DOCUMENT 88312035 BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 1, 1986 & KNOWN AS TRUST NUMBER 67050; AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 11, 1987 & KNOWN AS TRUST NUMBER 104210-06 AND THE CHICAGO DOCK AND CANAL TRUST, AN ILLINOIS BUSINESS TRUST, OVER A PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

LOT 2 IN BLOCK 5 IN "CITYFRONT CENTER", BEING A SUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

A NON-EXCLUSIVE EAESMENT FOR NAVIGATIONAL PURPOSES, AS RESERVED IN THE DEED FROM THE CHICAGO DOCK AND CANAL TRUST, AN ILLINOIS BUSINESS TRUST TO THE PEOPLE OF THE STATE OF ILLINOIS, FOR THE USE OF THE DEPARTMENT OF TRANSPORTATION, DATED MAY 7, 1982 AND RECORDED JUNE 15, 1982 AS DOCUMENT 26260261, IN AND TO SO MUCH OF THE FOLLOWING DESCRIBED REAL ESTATE THAT MAY BE COVERED BY THE WATERS OF THE MICHIGAN CANAL SLIP (OGDEN SLIP), AND DESCRIBED AS FOLLOWS:
PARCEL 6A:

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THAT PART OF THE SOUTH HALF OF THE OGDEN SLIP LYING NORTH OF LOTS 26 AND 27 IN CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION OF THEIR SUBDIVISION OF ORIGINAL WATER LOT 35 AND ACCRETION THERETO, ALL OF BLOCK 8 AND ACCRETION, AND THAT PART OF BLOCK 19 LYING EAST OF SUB-BLOCK 2, ALL IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 27 WHICH IS 46.66 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 27; THENCE EAST ALONG THE NORTH LINE OF LOTS 27 AND 26, HAVING A BEARING OF NORTH 89 DEGREES, 43 MINUTES, 39 SECONDS EAST (ASSUMED) A DISTANCE OF 55.670 FEET; THENCE NORTHERLY ALONG A STRAIGHT LINE BEARING NORTH 8 DEGREES, 16 MINUTES EAST, A DISTANCE OF 66.889 FEET TO THE CENTER LINE OF AFORESAID OGDEN SLIP; THENCE WEST ALONG SAID CENTER LINE HAVING A BEARING OF SOUTH 89 DEGREES, 26 MINUTES, 23 SECONDS WEST, A DISTANCE OF 65.563 FEET; THENCE SOUTH ALONG A STRAIGHT LINE, A DISTANCE OF 65.818 FEET TO THE POINT OF BEGINNING.

PARCEL 6B:

THAT PART OF THE SOUTH HALF OF THE OGDEN SLIP LYING NORTH OF LOTS 27 AND 28 IN CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION OF THEIR SUBDIVISION OF ORIGINAL WATER LOT 35 AND THE ACCRETION THEREOF, ALL OF BLOCK 8 AND ACCRETION, AND THAT PART OF BLOCK 19 LYING EAST OF SUB-BLOCK 2, ALL IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 27 WHICH IS 46.66 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 27, THENCE WEST ALONG THE NORTH LINE OF SAID LOTS 27 AND 28 HAVING A BEARING OF SOUTH 89 DEGREES, 43 MINUTES, 39 SECONDS WEST, A DISTANCE OF 128.192 FEET; THENCE NORTH ALONG A STRAIGHT LINE BEARING DUE NORTH (ASSUMED) A DISTANCE OF 65.177 FEET TO THE CENTER LINE OF OGDEN SLIP; THENCE EAST ALONG SAID CENTER LINE BEARING NORTH 89 DEGREES, 26 MINUTES, 23 SECONDS EAST, A DISTANCE OF 127.924 FEET; THENCE SOUTH ALONG A STRAIGHT LINE, A DISTANCE OF 65.818 FEET TO THE POINT OF BEGINNING.

PARCEL 6C:

THAT PART OF THE NORTH HALF OF THE OGDEN SLIP LYING SOUTH OF LOT 7 IN CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 7 WHICH IS 173.98 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 7; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 7, HAVING A BEARING OF NORTH 89 DEGREES, 9 MINUTES, 7 SECONDS EAST (ASSUMED), A DISTANCE OF 145.01 FEET; THENCE SOUTH ALONG A STRAIGHT LINE HAVING A BEARING OF SOUTH 0 DEGREES, 14 MINUTES, 15 SECONDS EAST, A DISTANCE OF 65.849 FEET TO THE CENTER LINE OF AFORESAID SLIP; THENCE WEST ALONG THE CENTER LINE OF SAID SLIP, HAVING A BEARING OF SOUTH 89 DEGREES, 26 MINUTES, 23 SECONDS WEST, A DISTANCE OF 133.924 FEET; THENCE NORTH ALONG A STRAIGHT LINE, HAVING A BEARING DUE NORTH, A DISTANCE OF 6.782 FEET; THENCE WEST ALONG A STRAIGHT LINE, HAVING A BEARING SOUTH 89 DEGREES, 45 MINUTES, 50 SECONDS WEST, A DISTANCE OF 11.107 FEET; THENCE NORTH ALONG A STRAIGHT LINE, A DISTANCE OF 58.276 FEET TO THE POINT OF BEGINNING.

Prepared By:

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