Execution

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Meltzer Portill & Stelle LLC 1515 E. Woodfield Road Second Floor Schaumburg, 10,00173 Attn: Michael J. Wolfe, Esq.



Doc#: 0434827068
Eugene "Gene" Moore Fee: \$46.00
Cook County Recorder of Deeds
Date: 12/13/2004 12:34 PM Pg: 1 of

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SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION. NONDISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made to be effective as of October 14, 2004, between LaSalle Bank National Association ("Lender") and BLC-Devonshire of Hoffman Estates, LLC, a Delaware limited liability company ("Tenant").

BACKGROUND:

Tenant has entered into a lease agreement with Prookdale Living Communities of Illinois-Hoffman Estates, LLC, a Delaware limited liability company ("Landlord") dated as of October 1, 2004, (the "Lease") relating to the property described in Exhibit A attached to this Agreement and by this reference made a part of this Agreement (the "Property"). Lender has made a loan to Landlord in the original principal amount of \$0,500,000 (the "Loan") secured in part by a Mortgage and Security Agreement dated November 10, 1995 and recorded on November 16, 1995 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 95796987, as subsequently amended (the "Mortgage") covering the Property. Tenant has agreed that the Lease will be subject and subordinate to the Mortgage held by Lender, provided Tenant is assured of continued use of the Property under the terms of the Lease.

AGREEMENT:

For and in consideration of the mutual covenants contained in this Agreement, the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, and notwithstanding anything in the Lease to the contrary, the parties agree as follows:

1. <u>Subordination</u>. The Lease with all rights, options, liens and charges created by the Lease is expressly made and will continue to be subject to and subordinate in all

12

respects to the terms, conditions, lien, operation and effect of the Mortgage and to any renewals, modifications, consolidations, replacements and extensions of the Mortgage.

- 2. <u>Nondisturbance</u>. If Lender or any other party takes possession of the Property or becomes the owner of the Property by foreclosure, conveyance in lieu of foreclosure or otherwise ("<u>Successor Landlord</u>"), so long as Tenant complies with and performs its obligations under the Lease and no event of default has occurred and is continuing under the Lease, then Lender, on its own behalf and on behalf of Successor Landlord agrees as follows:
 - a. Successor Landlord will not terminate, impair or disturb the possession of Tenant;
 - b. Successor Landlord agrees to allow Tenant to exercise its right to a Purchase Option set forth in the Agreement Regarding Leases at Section 14 with respect to the Premises only by, at Successor Landlord's option, either (i) assuming the outstanding debt encumbering the Premises or (ii) paying to Successor Landlord or its designee an amount equal to the outstanding debt encumbering the Premises at the time of exercise of the Purchase Option, including any accrued and outstanding interest and expenses (the "Successor Option Price"), and Successor Landlord agrees to execute such documents as are required to effectuate the transfer of the Premises in connection with the exercise of such Purchase Option;
 - c. Successor Landlord acknowledges and agrees that to the extent that an affiliate of Tenant is no longer the Manager of the Premises, Tenant has the right to terminate the Lease with respect to the Premises, subject to the time limitations set forth in Section 28(c) of the Agreement Regarding Leases;
 - d. In the event of a Casualty as described in that Serion 17 of the Lease, Successor Landlord agrees to sell and convey the Property to Tenant provided that Tenant agrees to pay to Successor Landlord a purchase price in an amount equal to the outstanding indebtedness encumbering the Property, including any accrued and outstanding interest and expenses, less the amount of any insurance proceeds applied to that debt by Successor Landlord, calculated as of the date of such purchase; and
 - e. The Lease will continue in full force and effect as a direct Lease between Successor Landlord and Tenant, upon and subject to all of the terms, covenants and conditions of the Lease, for the balance of the term of the Lease; provided, however, that Successor Landlord and Tenant agree that Section 21(a)(viii) of the Lease shall be deemed deleted and of no further force and effect between Successor Landlord and Tenant and their respective successors and assigns.
- 3. <u>Mortgage Remedies</u>. Nothing contained in this Agreement will prevent Lender from naming Tenant in any foreclosure or other action or proceeding initiated by Lender

pursuant to the Mortgage to the extent necessary under applicable law in order for Lender to avail itself of and complete the foreclosure or other remedy.

- 4. <u>Attornment</u>. If Successor Landlord becomes the owner of the Property by foreclosure, conveyance in lieu of foreclosure or otherwise, then Tenant agrees as follows:
 - a. Tenant will perform and observe its obligations under the Lease.
 - Tenant will attorn to and recognize Successor Landlord as the Landlord under the Lease for the remainder of the term of the Lease, such attornment to be automatic and self-operative.
 - c. Tenant will execute and deliver upon request of Successor Landlord an appropriate agreement of attornment to Successor Landlord.
- 5. <u>Protection of Successor I andlord</u>. Tenant agrees that Successor Landlord will not be liable for, subject to or bound by any of the following:
 - a. claims, offsets or defenses which Tenant might have against Landlord;
 - b. acts or omissions of Landlord;
 - c. rent or additional rent which Tenant right have paid for more than current month;
 - d. any security deposit or other prepaid charge paid to Landlord which Successor Landlord has not received;
 - e. construction or completion of any improvements for Tenant's use and occupancy;
 - f. warranties of any nature whatsoever, including any warranties respecting use, compliance with zoning, hazardous wastes or environmental laws, Landlord's title, Landlord's authority, habitability, fitness for purpose or possession; or
 - g. amendments or modifications of the Lease made without its written consent.
- 6. Successor Landlord Exculpation. Tenant will look solely to Successor Landlord's interest in the Property for the payment and discharge of any obligation or liability imposed upon Successor Landlord under the Lease.

- 7. **Estoppel.** To the best of Tenant's knowledge, there does not exist any default, claim, controversy or dispute under the Lease. Tenant has not commenced any action nor sent or received any notice to terminate the Lease.
- 8. Notice to Lender. Tenant agrees that it will deliver to Lender a copy of all notices of default or termination received by it under the terms of the Lease.
- 9. <u>Invalidity</u>. If any portion of this Agreement is held invalid or inoperative, then all of the remaining portions will remain in full force and effect, and, so far as is reasonable possible, effect will be given to the intent manifested by the portion or portions held to be invalid or inoperative.
- 10. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State where the Property is located.

11. Notices.

- All notices, demands and other communications ("Notices") under or concerning this Agreement must be in writing. Each Notice shall be addressed to the intended recipient at its address set forth in this Agreement, and will be deemed given on the earliest to occur of (1) the date when the Notice is received by the addresse; (2) the first Business Day after the Notice is delivered to a recognized overnight courier service, with arrangements made for payment of charges for next Business Day delivery; or (3) the third Business Day after the Notice is deposited in the United States mail with postage prepaid, certified mail, return receipt requested. The term "Business Day" means any day other than a Saturday, a Sunday or any other day on which Lender is not open for business.
- Any party to this Agreement may change the address to which Notices intended for it are to be directed by means of Notice given to the other party in accordance with this Section. Each party agrees that it will not refuse or reject delivery of any Notice given in accordance with this Section, that it will acknowledge, in writing, the receipt of any Notice upon request by the other party and that any Notice rejected or refused by it will be deemed for purposes of this Section to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the U.S. Postal Service or the courier service.

Any Notice, if given to Lender, must be addressed as follows:

| LaSalle Bank N.A. |
|--------------------------|
| 135 South LaSalle Street |
| Chicago, IL 60603 |
| Attn: |

Any Notice, if given to Tenant, must be addressed as follows:

BLC-Devonshire of Hoffman Estates, LLC c/o Brookdale Living Communities 330 North Wabash, Suite 1400 Chicago, IL 60611

- 12. <u>Successors and Assigns</u>. This Agreement will be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, legal representatives, successors, successors-in-title and assigns.
- 13. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, all of which when taken together will constitute one and the same instrument.
- 14. Standstill. Fotwithstanding anything herein to the contrary, as long as Lender and Successor Landlord are obligated under paragraph 2 of this Agreement not to affect, terminate or disturb Tenant's right to quiet enjoyment and possession of the Property under the terms of the Lease, Lender and Successor Landlord shall not enforce their respective rights and remedies under any agreement executed and delivered by Tenant or an affiliate of the Tenant for the benefit of Lender and Successor Landlord relating to Tenant's rights under the Lease or the right of an affiliate of Tenant to manage the Property, specifically:
 - a. Assignment and Subordination of Management Agreement

[SIGNATURE PAGE FOLLOWS]

0434827068 Page: 6 of 12

UNOFFICIAL COPY

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

LENDER:

LASALLE BANK NATIONAL ASSOCIATION

By:

Name: _ Title:

31595\064\Devonshire\SNDAD vo shire of Hoffman Estates dep 10.1 FINAL DOC

| STATE OF $/\angle$) ss. |
|--|
| COUNTY OF <u>Cook</u> |
| I, MOSEMARY RODRIGUEA Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Bluma Bluma Bluma the of LaSalle Bank National Association, a national banking association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in personal and acknowledged that he signed, sealed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of LaSalle Bank National Association, for the uses and purposes therein set forth. GIVEN under my hand and notarial seal, this day of Cotober, 2004. |
| CEAN CEAN TO Resembly Robinson |
| OFFICIAL SEAL ROSEMARY RODRIGUE? NOTARY PUBLIC SEAL NOTARY PUBLIC (SEAL) MY COMMISSION EXPIRES: 05/08/06 My commission expires: 5/8/06 |
| [ADD ACKNOWLEDGEMENT] |
| |
| [ADD ACKITON DE CAMPANA DE CAMPAN |
| |

0434827068 Page: 8 of 12

UNOFFICIAL COPY

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

TENANT:

Property of Cook County Clark's Office **BLC-DEVONSHIRE OF HOFFMAN** ESTATES, LLC,

| STATE OF |
|---|
| I, Chewl Miller, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that R. Stanley Young, the Vice President of Brookdale Living Communities of Illinois – Hoffman Estates, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President appeared before me this day in personal and acknowledged that he signed, sealed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set for an |
| GIVEN under my hand and notarial seal, this 19th day of october, 2004. |
| Chey Mille |
| My commission expires: Solution |
| NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 5-31-2006 |
| |

0434827068 Page: 10 of 12

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Execution

EXHIBIT A

(Legal Description of Land)

PARCEL 1:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7, THENCE NORTH 0DEGREES 02 MINUTES 20 SECONDS EAST ALONG THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 7, A DISTANCE OF 48.49 FEET MORE OR LESS, TO THE WESTFRLY EXTENSION OF THE NORTH LINE OF GOLF ROAD, AS DEDICATED PER DOCUMENT NUMBER 10550563, BEING 100 FEET WIDE; THENCE NORTH 86 DEGREES 29 MINUTES 47 SECONDS EAST ALONG SAID WESTERLY EXTENSION A DISTANCE OF 50.10 FEET, MORE OF LESS, TO A POINT ON THE EAST LINE OF THE WEST 50 FEET, MEASURED PERPENDICULARLY, OF THE SOUTHWEST 1/4 OF SAID SECTION 7, SAID POINT ALSO BEING ON THE EAST LINE OF BARRINGTON ROAD AS DEDICATED PER PLAT THEREOF RECORDED DECEMBER 7, 1932 PER DOCUMENT NUMBER 11172679; THENCE NORTH 0 DEGREES (2 MINUTES 20 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 450.00 FEET TO A LOINT; THENCE CONTINUING NORTH 0 DEGREES 02 MINUTES 20 SECONDS EAST, ALONC SAID EAST LINE, A DISTANCE OF 589.33 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 02 MINUTES 20 SECONDS EAST ALONG EAST LINE, A DICTANCE OF 855.00 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF LOT 1 IN PETER ROBIN FARMS UNIT FOUR, RECORDED APRIL 30, 1975 PER DOCUMENT NUMBER 23066244; THENCE SOUTH 89 DEGREES 57 MINUTES 40 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 342.80 FEET TO A CORNER OF SAID LCT 1, THENCE SOUTH 49 DEGREES 16 MINUTES 32 SECONDS EAST, A DISTANCE OF 351.32 LEET TO THE MOST NORTHERLY CORNER OF PARCEL "B" IN PLAT OF EASEMENTS FOR OPEN SPACES, AS PER PLAT THEREOF RECORDED APRIL 24, 1973 PER DOCUMENT NUMBER 22299742; THENCE SOUTH 24 DEGREES 10 MINUTES 09 SECONDS WEST ALONG A WESTERLY LINE OF SAID PARCEL "B" A DISTANCE OF 766.92 FEET; THENCE NORTH 75 DEGREES 55 MINUTES 21 SECONDS WEST, A DISTANCE OF 304.78 FEET, TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. (EXCEPTING THEREFROM, THAT PART OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, CONVEYED FOR ROAD PURPOSES AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 0 DEGREES 02 MINUTES 23 SECONDS EAST 48.49 FEET ALONG THE WEST LINE OF SAID SECTION 7 TO THE WESTERLY EXTENSION OF THE OLD NORTH LINE OF GOLF ROAD AS DEDICATED PER DOCUMENT NUMBER 10550563 RECORDED DECEMBER 10, 1929; THENCE NORTH 87 DEGREES 02 MINUTES 23 SECONDS EAST 50.07 FEET ALONG THE WESTERLY EXTENSION OF SAID OLD NORTH LINE OF GOLF ROAD TO THE EXISTING EAST LINE OF BARRINGTON ROAD EXTENDED; THENCE NORTH 0 DEGREES 02 MINUTES 23 SECONDS EAST 450.00 FEET ALONG THE EXISTING EAST LINE OF BARRINGTON ROAD PER DOCUMENT NUMBER 11172679, RECORDED DECEMBER 7, 1932, TO THE POINT OF BEGINNING, A POINT ON A LINE PARALLEL WITH THE SAID

OLD NORTH LINE OF GOLF ROAD AND 450 FEET DISTANT FROM SAID OLD NORTH LINE OF GOLF ROAD; THENCE CONTINUING NORTH 0 DEGREES 02 MINUTES 23 SECONDS EAST 1444.70 FEET ALONG THE EXISTING EAST LINE OF BARRINGTON ROAD TO THE SOUTH LINE OF LOT 1 OF PETER ROBIN FARMS UNIT FOUR, RECORDED AS DOCUMENT NUMBER 23066244 ON APRIL 30, 1975; THENCE SOUTH 89 DEGREES 57 MINUTES 37 SECONDS EAST (SOUTH 89 DEGREES 57 MINUTES 40 SECONDS EAST RECORD BEARING) 20.00 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 0 DEGREES 02 MINUTES 23 SECONDS WEST 187.71 FEET TO A 3-1/4 INCH METAL DISK; THENCE NORTH 89 DEGREES 57 MINUTES 37 SECONDS WEST 5.00 FEET TO A 3-1/4 INCH METAL DISK; THENCE SOUTH 0 DEGREES 02 MINUTES 23 SECONDS WEST 160 FEET TO A 3-1 /4 INCH MFTAL DISK; THENCE SOUTH 89 DEGREES 57 MINUTES 37 SECONDS EAST 5.00 FEET TO A 3-1/4 INCH METAL DISK; THENCE SOUTH 0 DEGREES 02 MINUTES 23 SECONDS WEST 540.00 FEET TO A 3-1/4 INCH METAL DISK; THENCE NORTH 89 DEGREES 57 MINUTES 37 SECONDS WEST 10.00 FEET TO A 3-1/4 INCH METAL DISK; THENCE SOUTH & DEGREES 02 MINUTES 23 SECONDS WEST 410.00 FEET TO A 3-1/4 INCH METAL DISK; 7.PENCE NORTH 89 DEGREES 57 MINUTES 37 SECONDS WEST 5.00 FEET TO A 3-1/4 INCH METAL DISK; THENCE SOUTH 0 DEGREES 02 MINUTES 23 SECONDS WEST 146.71 FEFT TO A LINE PARALLEL WITH THE SAID OLD NORTH LINE OF GOLF ROAD AND 450 FEET DISTANT FROM SAID OLD NORTH LINE OF GOLF ROAD; THENCE SOUTH 87 DEGREES 92 MINUTES 23 SECONDS WEST 5.01 FEET ALONG SAID LINE TO THE POINT OF BEGINNING; ALL IN COOK COUNTY ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS, AS CREATED IN THE GRANTS OF EASEMENTS AND AGREEMENT DATED AUGUST 4, 1987 AND RECORDED SEPTEMBER 16, 1987 AS DOCUMENT NUMBER 87506866, AS AMENDED BY FIRST AMENDMENT TO GRANTS OF LASFMENT AND AGREEMENT RECORDED APRIL 8, 1991 AS DOCUMENT 91156362, OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT I IN PETER ROBIN FARMS, UNIT FOUR, ACCORDING TO THE PLAT THEREOF, RECORDED APRIL 30, 1975 AS DOCUMENT 23066244, SAID POINT BEING ON THE EAST LINE OF BARRINGTON ROAD, ACCORDING TO THE PLAT OF DEDICATION THEREOF, RECORDED DECEMBER 7, 1932 AS DOCUMENT NUMBER 11172679; THENCE NORTH 0 DEGREES 02 MINUTES 20 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 1, AND ALONG THE EAST LINE OF BARRINGTON ROAD, A DISTANCE OF 35 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 40 SECONDS EAST, A DISTANCE OF 342.80 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 40 SECONDS WEST, A DISTANCE OF 70.00 FEET, TO AN ANGLE POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 57 MINUTES 40 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 342.80 FEET, TO THE MOST WESTERLY CORNER OF SAID LOT 1 AND TO THE EAST LINE OF BARRINGTON ROAD; THENCE NORTH 00 DEGREES 02 MINUTES 20 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 1 AND ALONG

THE EAST LINE OF SAID BARRINGTON ROAD, A DISTANCE OF 35.00 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY. ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR PERMANENT SANITARY SEWER AS CREATED BY AGREEMENT AND DECLARATION OF GRANT OF PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT RECORDED SEPTEMBER 1, 1987 AS DOCUMENT NUMBER 87481947 OVER THE FOLLOWING LAND:

A STRE OF LAND 20 FEET IN WIDTH, 10 FEET EACH SIDE OF THE CENTERLINE, IN THE SCUTH HALF OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD FRANCIPAL MERIDIAN, SAID CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7, THENCE NORTH 85 DEGREES 15 MINUTE: 10 SECONDS EAST. ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAIL SECTION 7, A DISTANCE OF 1560.85 FEET, TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 7, THENCE NORTH 8 DEGREES 15 MINUTES 58 SECONDS WEST, A DISTANCE OF 100.05 FEET TO THE CENTER OF AN EXISTING SANITARY SEWER MANHOLE FOR THE POINT OF BEGINNING; THENCE NORTH 43 DLC 22ES 19 MINUTES 13 SECONDS WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 25 DEGREES 51 MINUTES 23 SECONDS WEST, A DISTANCE OF 107.44 FEET; THE ICE NORTH 65 DEGREES 9 MINUTES 27 SECONDS WEST, A DISTANCE OF 138.44 FEET: THENCE NORTH 86 DEGREES 42 MINUTES 25 SECONDS WEST, A DISTANCE OF 75 FET, TO AN ANGLE POINT IN THE SOUTHERLY LINE OF PARCEL "B" IN THE PLAT OF EASEMENTS FOR OPEN SPACES, RECORDED APRIL 24, 1973 AS DOCUMENT NO. 22299/42; THENCE CONTINUING NORTH 86 DEGREES 42 MINUTES 25 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID PARCEL "B". A DISTANCE OF 580.48 FEET; THENCE NORTH 15 DEGREES 48 MINUTES 45 SECONDS WEST, A DISTANCE OF 305.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL "B": THENCE NORTH 6 DEGREES 6 MINUTES 29 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID PARCEL "B", A DISTANCE OF 305.13 FEET; THENCE NORTH 3 DEGREES 57 MINUTES 50 SECONDS EAST, A DISTANCE OF 350 FLFT, TO A POINT ON THE WESTERLY LINE OF SAID PARCEL "B", THENCE NORTH 24 DEGREES 10 MINUTES 9 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID PARCEL "B", A DISTANCE OF 410 FEET, TO THE POINT OF TERMINATION OF THE CENTERLINE OF SAID STRIP OF LAND, 20 FEET IN WIDTH, ALL IN COOK COUNTY, ILLINOIS, AS SHOWN AS DOCUMENT NUMBER 87481947 RECORDED SEPTEMBER 1, 1987.

EXCEPTING THAT PART THEREOF FALLING IN PARCEL 1 AFORESAID.

PINS: 07-07-300-030

07-07-300-031

COMMON ADDRESS:

1515 BARRINGTON ROAD

HOFFMAN ESTATES, ILLINOIS 60172