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Date: 01/27/2005 01:10 PM Pg: 1 of 13

MORTGAGEE NONDISTURBANCE AGREEMENT

PERMANENT INDEX NUMBER: 08 09 300 015

ADDRESS: CORNER OF KENNICOTT DRIVE AND ALGONQUIN ROAD,
ARLINGTON HEIGHTS, ILLINOIS

PREPARED BY AND MAIL TO:
CATHERINE PHILLIPS
LEWIS, RICE AND FINGERSH, L.C.
500 N. BROADWAY, SUITE 2000
ST. LOUIS, MISSOURI 63102-2147

Box 400-CTCC

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80 94 743
02/11
Call

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(Mortgagee Nondisturbance Agmt.
Arlington Heights, IL)

MORTGAGEE NONDISTURBANCE AGREEMENT

THIS MORTGAGEE NONDISTURBANCE AGREEMENT (this "Agreement"), is made and entered into as of the date of the last execution hereof, which date is the 20th day of January, 2003, by and among Cole Taylor Bank ("Lender"), Surrey Ridge, L.L.C., an Illinois limited liability company ("Landlord"), and Lowe's Home Centers, inc. ("Tenant") (collectively, Lender, Landlord and Tenant are the "Parties" and individually, a "Party").

WITNESSETH:

WHEREAS, Lender is the holder of a Promissory Note dated January 22, 2003 in the original principal amount of \$4,500,000, which is secured, inter alia, by a Mortgage and Security Agreement or Deed of Trust (the "Indenture") and a Collateral Assignment of Leases (the "Assignment") covering premises more particularly described in the Indenture (the "Premises") and a security interest in Landlord's personal property pursuant to the Financing Statement No. 0030216594 filed in Cook County, Illinois (the "Financing Statement");

WHEREAS, Landlord has demised to Tenant all or a portion of the Premises, as more particularly set forth in Exhibit A, attached hereto and made a part hereof (the "Demised Premises") by that certain Ground Lease dated January 20, 2005 (the "Lease"). A Memorandum of Ground Lease is recorded in the Cook County, State of Illinois Registry at as Document 0502733150; and

WHEREAS, pursuant to the Lease Landlord and Tenant contemplated entering into this Agreement and Landlord acknowledges that the terms of the Lease constitute a material inducement to Lender's approving, entering into and performing under this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Subordination of the Lease.** The Lease shall be and is hereby made subject to and subordinate to the Indenture, and to all renewals, extensions and modifications of same provided, however, the terms and conditions of the Lease that provide for the application of proceeds of insurance from any casualty loss or proceeds from condemnation, its repair and restoration of the Demised Premises shall control as among all parties to this Mortgagee Nondisturbance Agreement and their successors. This subordination shall automatically terminate upon the termination of the Lease as a result of a rejection of the Lease in the Landlord's bankruptcy. Lender states it has no security interest in any chattel or property of Tenant.

2. **Non-Disturbance.** As long as Tenant performs its obligations under the Lease and under this Agreement, Lender shall not, in the exercise of any right, remedy or privilege granted by the Indenture, or otherwise available to Lender at law or in equity, disturb Tenant's possession or rights under the Lease and the Lease will not be affected or cut off thereby; nor shall any deed given in lieu of foreclosure or sale under the Indenture disturb Tenant's possession under the Lease and the Lease will not be affected or cut off thereby. Lender consents to the easements and rights granted to Tenant pursuant to the Lease.

3. **Attornment.** Tenant shall attorn to any person or entity that acquires the Demised Premises pursuant to foreclosure of the Indenture, or to any grantee or transferee designated in any deed given by Landlord in lieu of such foreclosure.

Upon any attornment under this Paragraph 3, successor landlord and Tenant shall have the same rights on a prospective basis that can be enforced against each other as Landlord and Tenant have under the Lease, but successor landlord shall not (a) be liable for the performance of any cure for prior Landlord defaults or (b) have any obligation with respect to any security deposited under the Lease unless such security has been physically delivered to Lender, or (c) be bound by any prior modification of the Lease

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not consented to by Lender or by any prior prepayment of rent for a period greater than thirty (30) days. Notwithstanding the above, Tenant shall have the right to set off against rental due any obligations of Landlord or successor landlord as stated in the Lease.

As of the date of this Agreement, Tenant, to the best of its knowledge, does not have any claim against Landlord.

4. Rents. Landlord and Tenant jointly and severally acknowledge that the Indenture or the Assignment provide for the direct payment to Lender of all rents and other monies due and to become due to Landlord under the Lease upon the occurrence of certain conditions as set forth in the Indenture or the Assignment without Lender's taking possession of the Demised Premises or otherwise assuming Landlord's position or any of Landlord's obligations under the Lease. Upon Tenant's receipt from Lender of written notice to pay all such rents and other monies to or at the direction of Lender, Landlord authorizes and directs Tenant thereafter to make all such payments to or at the direction of Lender, releases Tenant of any and all liability to Landlord for any and all payment so made, and shall defend, indemnify and hold Tenant harmless from and against any and all claims, demands, losses, or liabilities asserted by, through or under Landlord for any and all payments so made. Upon receipt of such notice and subject to any and all rights of Tenant under the Lease or at law or in equity, including, but not limited to the right to offset or withhold rent under the Lease, Tenant thereafter shall pay all monies then due and becoming due from Tenant under the Lease to or at the direction of Lender. Tenant agrees that neither Landlord's demanding or receiving any such payments, nor Lender's exercising any other right, remedy, privilege, power of immunity granted by the Indenture or the Assignment, will operate to impose any liability upon Lender for performance of any obligation of Landlord under the Lease unless and until Lender elects otherwise in writing or acquires the Demised Premises through foreclosure of the Indenture or by deed from Landlord in lieu of foreclosure. Such payments shall continue until Lender directs Tenant otherwise in writing.

Tenant agrees not to pay any rent under the Lease more than thirty (30) days in advance without Lender's consent. The provisions of this Paragraph 4 will apply from time to time throughout the terms of the Lease.

5. Cure. At the time Tenant notifies Landlord of any default by Landlord, which, if not cured, would entitle Tenant to terminate the Lease or to an abatement of rent or to offset or withhold rent, Tenant shall give Lender a copy of such notice and as a condition precedent to terminating the Lease or an abatement of rent or offsetting or withholding rent, and Lender's right to cure the specified default shall be twenty (20) working days after Lender receives notice, or five (5) business days more than Landlord has to cure, whichever is longer; provided, however, that if the act, omission or other default cannot with due diligence be remedied within such period, the Lender shall have a reasonable time within which to remedy same provided the Lender commences to remedy same within such time period and diligently and continuously pursue the remedy thereof. Lender has the right to cure any such default but is not obligated to specifically perform any such cure in which case Tenant shall have all of its remedies available.

6. Amendment. Landlord and Tenant, jointly and severally agree that they will not amend or modify the Lease, or waive the benefit of any of its provisions, or in any way terminate or surrender the Lease except as expressly provided in the Lease, or this Agreement, or both, without Lender's prior written approval, which will not be unreasonably withheld or delayed so long as no such proposed action of Landlord and Tenant will adversely affect the security intended to be provided by the Indenture and the Assignment.

All amendments, modifications, substitutions, renewals, extensions, and replacements of the Lease shall be and remain subordinated as provided in Paragraph 1 and in accordance with the other terms and conditions of this Agreement, without the necessity of any further act of the Party.

7. Estoppel Letters. Wherever reasonably requested by Lender, Landlord and Tenant from time to time shall severally execute and deliver to or at the direction of Lender, and without charge to

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Lender, one (1) or more written certifications of all of the matters set forth in Exhibit F to the Lease, and as to Tenant's occupancy of the leased premises, whether Tenant has exercised any renewal options and a confirmation that the Lease is and remains subordinated as provided in this Agreement.

8. Notices. All notices, demands and other communications that must or may be given or made in connection with this Agreement must be in writing and, unless receipt is expressly required, will be deemed delivered or made when mailed by registered or certified mail, return receipt requested, or by express mail, in any event with sufficient postage affixed, and addressed to the Party as follows:

To Lender: Cole Taylor Bank
5501 West 79th Str.
Burbank, IL 60459

To Landlord: Same as set forth in the Lease

To Tenant: Same as set forth in the Lease

Such addresses may be changed by notice pursuant to this Paragraph 8; but notice of change of address is effective only upon receipt. Landlord and Tenant jointly and severally agree that they will furnish Lender with copies of all notices relating to the Lease.

9. Successors and Assigns. This Agreement shall bind and inure to the benefit of Landlord, Tenant and Lender, their legal representatives, successors and assigns.

10. Further Assurances. Landlord and Tenant from time to time shall execute and deliver at Lender's request all instruments that may be necessary or appropriate to evidence their agreements hereunder.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

[SIGNATURE BLOCKS TO FOLLOW ON THE NEXT PAGE]

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Agreement to Enter into Ground Lease Arlington Heights, IL

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

"LENDER":

Cole Taylor Bank
an Illinois Banking Corporation

By: [Signature]
Name: DAVID LIVINGSTON
Title: SVP

"LANDLORD":

a _____

By: _____
Name: _____
Title: _____

"TENANT":

a _____

By: _____
Name: _____
Title: _____

(Add appropriate notary jurats for state of recordation)



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

"LENDER":

Cole Taylor Bank,
a _____

By: _____
Name: _____
Title: _____

"LANDLORD":

SURREY RIDGE, L.L.C.,
an Illinois limited liability company

By: Surrey Ridge Limited Partnership,
An Illinois limited partnership, its Sole Member

By: St. Andrews Properties, Inc., an
Illinois corporation, a General Partner

By: _____
Joel S. Hirsch, Chairman

By: _____
Joel S. Hirsch, a General Partner

Being all of the General Partners of Surrey
Ridge Limited Partnership

"TENANT":

Lowe's Home Centers, Inc.,
a North Carolina corporation

By: David E Shelton
Name: David E. Shelton
Title: Senior Vice President

CCP/ACC
DMS

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

"LENDER":

Cole Taylor Bank,
a _____

By: _____
Name: _____
Title: _____

"LANDLORD":

SURREY RIDGE, L.L.C.,
an Illinois limited liability company

By: Surrey Ridge Limited Partnership,
An Illinois limited partnership, its Sole Member

By: St. Andrews Properties, Inc., an
Illinois corporation, a General Partner

By: *Joel S. Hirsch*
Joel S. Hirsch, Chairman

By: *Joel S. Hirsch*
Joel S. Hirsch, a General Partner

Being all of the General Partners of Surrey
Ridge Limited Partnership

"TENANT":

Lowe's Home Centers, Inc.,
a North Carolina corporation

By: _____
Name: _____
Title: _____

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STATE OF NORTH CAROLINA)
)
COUNTY OF WILKES) SS.

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as _____ of LOWE'S HOME CENTERS, INC., a North Carolina corporation, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, _____.

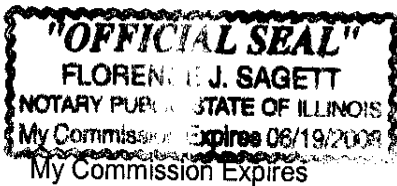
Notary Public

My Commission Expires _____

STATE OF ILLINOIS)
)
COUNTY OF Cook) SS.

I, Florence Sagett, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Joel S. Hirsch, personally known to me to be the same person whose name is subscribed to the foregoing instrument as a General Partner of Surrey Ridge Limited Partnership, an Illinois limited partnership and the sole member of SURREY RIDGE, L.L.C., an Illinois limited liability company, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said partnership, as sole member of the Company, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13th day of January, 2005.



Florence Sagett
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF Cook) SS.

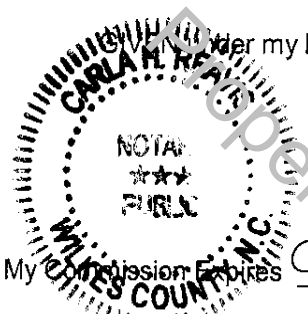
I, Florence Sagett, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Joel S. Hirsch, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Chairman of St. Andrews Properties, Inc., an Illinois corporation and a General Partner of Surrey Ridge Limited Partnership, an Illinois limited partnership and the sole member of SURREY RIDGE, L.L.C., an Illinois limited liability company, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, in its capacity as General Partner of the sole

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STATE OF NORTH CAROLINA)
)
COUNTY OF WILKES) SS.

I, Carla H. Reavis, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that David E. Shelton, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Sr. Vice President of LOWE'S HOME CENTERS, INC., a North Carolina corporation, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13th day of December, 2004



Carla H. Reavis
Notary Public

My Commission Expires 9-22-06

STATE OF ILLINOIS)
)
COUNTY OF _____) SS.

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Joel S. Hirsch, personally known to me to be the same person whose name is subscribed to the foregoing instrument as a General Partner of Surrey Ridge Limited Partnership, an Illinois limited partnership and the sole member of SURREY RIDGE, L.L.C., an Illinois limited liability company, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said partnership, as sole member of the Company, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____.

Notary Public

My Commission Expires

STATE OF ILLINOIS)
)
COUNTY OF _____) SS.

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Joel S. Hirsch, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Chairman of St. Andrews Properties, Inc., an Illinois corporation and a General Partner of Surrey Ridge Limited Partnership, an Illinois limited partnership and the sole member of SURREY RIDGE, L.L.C., an Illinois limited liability company, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, in its capacity as General Partner of the sole

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EXHIBIT A

DEMISED PREMISES

THAT PART OF THE WEST 1/2 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE INTERSECTION OF THE SOUTHEASTERLY LINE OF KENNICOTT DRIVE WITH THE NORTHEASTERLY LINE OF ALGONQUIN ROAD IN SURREY RIDGE WEST UNIT NUMBER 1, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON APRIL 3, 1967 AS DOCUMENT NUMBER 20099454; THENCE NORTHEASTERLY ALONG THE SAID SOUTHEASTERLY LINE OF KENNICOTT DRIVE NORTH 43°27'56" EAST RECORD/ NORTH 43°28'13" EAST MEASURED A DISTANCE OF 380 FEET RECORD/ 380.05 FEET MEASURED TO A POINT OF CURVATURE; THENCE NORTHEASTWARD ALONG A CURVED LINE CONVEX TO THE SOUTHEAST OF 500 FEET IN RADIUS FOR AN ARC LENGTH OF 144.45 FEET RECORD/ 144.37 FEET MEASURED TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWARD ALONG A CURVED LINE CONVEX TO THE EAST OF 344.57 FEET IN RADIUS FOR AN ARC LENGTH OF 144.09 FEET RECORD/ 144.57 FEET MEASURED TO THE SOUTHWESTERLY CORNER OF LOT 36 IN SURREY RIDGE WEST UNIT 5, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON JULY 28, 1977 AS DOCUMENT NUMBER 24033000; THENCE SOUTH 63°14'00" EAST RECORD/ SOUTH 63°12'18" EAST MEASURED, ALONG THE SOUTHERLY LINE OF SAID SURREY RIDGE WEST UNIT 5, A DISTANCE OF 579.37 FEET RECORD/ 579.11 FEET MEASURED; THENCE SOUTH 00°02'13" WEST RECORD/ SOUTH 00°01'47" WEST MEASURED A DISTANCE OF 357.56 FEET; THENCE SOUTH 43°40'38" WEST 361.72 FEET; THENCE SOUTH 40°48'18" WEST 30.87 FEET; THENCE NORTH 46°34'13" WEST 34.34 FEET; THENCE SOUTH 43°42'56" WEST 162.75 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF ALGONQUIN ROAD; THENCE NORTHWESTWARD ALONG THE NORTHEASTERLY LINE OF ALGONQUIN ROAD, NORTH 46°32'04" WEST RECORD/ NORTH 46°30'18" WEST MEASURED A DISTANCE OF 676.43 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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(Mortgagee Nondisturbance Agmt.
Arlington Heights, IL)

EXHIBIT B**DESCRIPTION OF SHOPPING CENTER****LEGAL DESCRIPTION:**

THAT PART OF THE WEST 1/2 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE INTERSECTION OF THE SOUTHEASTERLY LINE OF KENNICOTT DRIVE WITH THE NORTHEASTERLY LINE OF ALGONQUIN ROAD IN SURREY RIDGE WEST UNIT NUMBER 1, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON APRIL 3, 1967 AS DOCUMENT NUMBER 20099454; THENCE NORTHEASTERLY ALONG THE SAID SOUTHEASTERLY LINE OF KENNICOTT DRIVE NORTH 43°27'56" EAST RECORD/ NORTH 43°28'13" EAST MEASURED A DISTANCE OF 380 FEET RECORD/ 380.05 FEET MEASURED TO A POINT OF CURVATURE; THENCE NORTHEASTWARD ALONG A CURVED LINE CONVEX TO THE SOUTHEAST OF 500 FEET IN RADIUS FOR AN ARC LENGTH OF 144.45 FEET RECORD/ 144.37 FEET MEASURED TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWARD ALONG A CURVED LINE CONVEX TO THE EAST OF 344.57 FEET IN RADIUS FOR AN ARC LENGTH OF 144.09 FEET RECORD/ 144.57 FEET MEASURED TO THE SOUTHWESTERLY CORNER OF LOT 36 IN SURREY RIDGE WEST UNIT 5, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON JULY 28, 1977 AS DOCUMENT NUMBER 24033000; THENCE SOUTH 63°14'00" EAST RECORD/ SOUTH 63°12'18" EAST MEASURED, ALONG THE SOUTHERLY LINE OF SAID SURREY RIDGE WEST UNIT 5, A DISTANCE OF 768.59 FEET RECORD/ 768.33 FEET MEASURED; THENCE SOUTH 00°02'13" WEST RECORD/ SOUTH 00°24'13" EAST MEASURED A DISTANCE OF 5.64 FEET RECORD/ 5.62 FEET MEASURED; THENCE NORTH 89°57'47" WEST RECORD/ NORTH 89°58'13" WEST MEASURED A DISTANCE OF 169.00 FEET RECORD/ 168.99 FEET MEASURED; THENCE SOUTH 00°02'13" WEST RECORD/ SOUTH 0°01'47" WEST MEASURED A DISTANCE OF 586.00 FEET RECORD/ 585.29 FEET MEASURED; THENCE SOUTH 66°57'47" EAST RECORD/ SOUTH 66°58'13" EAST MEASURED A DISTANCE OF 105.00 FEET; THENCE SOUTH 00°02'13" WEST RECORD/ SOUTH 00°01'47" WEST MEASURED A DISTANCE OF 210.00 FEET RECORD/ 210.28 FEET MEASURED THENCE SOUTH 89°57'47" EAST RECORD/ SOUTH 89°58'13" EAST MEASURED A DISTANCE OF 212.55 FEET TO THE SOUTHEASTERLY LINE OF THAT PROPERTY CONVEYED BY DEED RECORDED AS DOCUMENT NO.13376345; THENCE SOUTHWESTERLY ON THE SAID SOUTHEASTERLY PROPERTY LINE SOUTH 32°07'13" WEST RECORD/ SOUTH 32°14'20" WEST MEASURED A DISTANCE OF 226.35 FEET TO A POINT BEING 60.0 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES, TO THE CENTER LINE OF GOLF ROAD; THENCE NORTH 86°11'11" WEST RECORD/ NORTH 86°44'24" WEST MEASURED A DISTANCE OF 143.65 FEET RECORD/ 143.45 FEET MEASURED; THENCE NORTHWESTWARD ALONG A CURVED LINE CONVEX TO THE SOUTHWEST OF 408.12 FEET IN RADIUS FOR AN ARC LENGTH OF 181.69 FEET RECORD/ 181.71 FEET MEASURED TO A POINT OF TANGENCY; THENCE NORTHWESTWARD ALONG THE NORTHEASTERLY LINE OF ALGONQUIN ROAD, NORTH 46°32'04" WEST RECORD/ NORTH 46°30'18" WEST MEASURED A DISTANCE OF 1,086.45 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.
(PART OF LAND EXCEPTED)

THAT PART OF THE WEST 1/2 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE INTERSECTION OF THE SOUTHEASTERLY LINE OF KENNICOTT DRIVE WITH THE NORTHEASTERLY LINE OF ALGONQUIN ROAD IN SURREY RIDGE WEST UNIT NUMBER 1, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON APRIL 3, 1967 AS DOCUMENT NUMBER 20099454; THENCE NORTHEASTERLY ALONG THE SAID SOUTHEASTERLY LINE OF KENNICOTT DRIVE NORTH 43°27'56" EAST RECORD/ NORTH 43°28'13" EAST MEASURED A

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DISTANCE OF 380 FEET RECORD/ 380.05 FEET MEASURED TO A POINT OF CURVATURE; THENCE NORTHEASTWARD ALONG A CURVED LINE CONVEX TO THE SOUTHEAST OF 500 FEET IN RADIUS FOR AN ARC LENGTH OF 144.45 FEET RECORD/ 144.37 FEET MEASURED TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWARD ALONG A CURVED LINE CONVEX TO THE EAST OF 344.57 FEET IN RADIUS FOR AN ARC LENGTH OF 144.09 FEET RECORD/ 144.57 FEET MEASURED TO THE SOUTHWESTERLY CORNER OF LOT 36 IN SURREY RIDGE WEST UNIT 5, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON JULY 28, 1977 AS DOCUMENT NUMBER 24033000; THENCE SOUTH 63°14'00" EAST RECORD/ SOUTH 63°12'18" EAST MEASURED, ALONG THE SOUTHERLY LINE OF SAID SURREY RIDGE WEST UNIT 5, A DISTANCE OF 579.37 FEET RECORD/ 579.11 FEET MEASURED FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH 63°14'00" EAST RECORD/ SOUTH 63°12'18" EAST MEASURED, ALONG THE SOUTHERLY LINE OF SAID SURREY RIDGE WEST UNIT 5, A DISTANCE OF 189.22 FEET; THENCE SOUTH 00°02'13" WEST RECORD/ SOUTH 00°24'13" EAST MEASURED A DISTANCE OF 5.64 FEET RECORD/ 5.62 FEET MEASURED; THENCE NORTH 89°57'47" WEST RECORD/ NORTH 89°58'13" WEST MEASURED A DISTANCE OF 169.03 FEET RECORD/ 168.99 FEET MEASURED; THENCE NORTH 00°02'13" EAST RECORD/ NORTH 00°01'47" EAST MEASURED A DISTANCE OF 90.75 FEET RECORD/ 90.83 FEET MEASURED TO THE POINT OF BEGINNING.

AND ALSO EXCEPT THE BUILDINGS APPURTENANCES RELATED IMPROVEMENTS LOCATED ON THE FOLLOWING DESCRIBED PROPERTY:

A TRACT OF LAND IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF ARLINGTON HEIGHTS, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF KENNICOTT DRIVE WITH THE NORTHEASTERLY LINE OF ALGONQUIN ROAD AS RECORDED IN SURREY RIDGE WEST UNIT 1 ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS ON APRIL 3, 1967 AS DOCUMENT NUMBER 20099454; THENCE SOUTH 46°32'04" EAST RECORD/ SOUTH 46°30'18" EAST MEASURED 1,086.45 FEET ALONG SAID NORTHEASTERLY LINE TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON A CURVE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 408.12 FEET, AN ARC DISTANCE OF 72.58 FEET RECORD/ 72.68 FEET MEASURED, AND A CHORD BEARING OF SOUTH 51°37'46" EAST RECORD/ SOUTH 51°36'24" EAST MEASURED TO A POINT OF BEGINNING; THENCE NORTH 47°48'10" EAST RECORD/ NORTH 47°36'52" EAST MEASURED 201.40 FEET RECORD/ 202.29 FEET MEASURED; THENCE SOUTH 89°57'47" EAST RECORD/ SOUTH 89°58'13" EAST MEASURED 212.55 FEET TO THE SOUTHEASTERLY LINE OF THAT PROPERTY CONVEYED BY DEED RECORDED AS DOCUMENT NO.13376345; THENCE SOUTHWESTERLY ON THE SAID SOUTHEASTERLY PROPERTY LINE SOUTH 32°07'13" WEST RECORD/ SOUTH 32°14'20" WEST MEASURED 226.35 FEET TO A POINT BEING 60.0 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES, TO THE CENTER LINE OF GOLF ROAD; THENCE NORTH 86°11'11" WEST RECORD/ NORTH 86°44'24" WEST MEASURED 143.65 FEET RECORD/ 143.45 FEET MEASURED; THENCE NORTHWESTERLY ON A CURVE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 408.12 FEET, AN ARC DISTANCE OF 109.11 FEET RECORD/ 109.03 FEET MEASURED AND A CHORD BEARING OF NORTH 64°22'59" WEST RECORD/ NORTH 64°21'42" WEST MEASURED TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.