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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

After Recording Return to:
Beth Sprecher Brooks, Esq.
Inland Real Estate Corporation
2901 Butterfield Road
Oak Brook, IL 60523
(630) 218-8000

Box 400-CTCC

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made this 23 day of January, 2008⁴, by **JOHN HANCOCK LIFE INSURANCE COMPANY**, having its principal place of business located at T-52, 200 Clarendon Street, John Hancock Place, P.O. Box 111, Boston, MA 02117 ("Lender"), and **INLAND COMMERCIAL PROPERTY MANAGEMENT, INC.**, having its principal office and place of business located at 2901 Butterfield Road, Oak Brook, Illinois 60523 ("Landlord"), and **PETSMART, Inc.**, a Delaware corporation, having its principal office and place of business located at 19601 N. 27th Avenue, Phoenix, Arizona 85027 ("Tenant"), with reference to the following facts:

RECITALS

A. On October 22, 2003 Landlord and Tenant entered into that certain Shopping Center Lease Agreement ("Lease") covering certain space ("Premises") at the Four Flags Shopping Center in Niles, Illinois, which property is more particularly described in the Mortgage (as hereinafter defined) ("Property");

B. Lender granted a loan ("Loan") to Landlord, which Loan is evidenced by a note and secured, *inter alia*, by a Mortgage, Security Agreement and Financing Statement in favor of Lender covering the Property and upon the terms and conditions described therein, which has been recorded in the Official Records of Cook County, Illinois (said Mortgage and all amendments, modifications, renewals, substitutions, extensions, consolidations and replacements thereto and thereof, as applicable, are hereinafter collectively referred to as "Mortgage");

C. Tenant wishes to be assured of the continued use and occupancy of the Premises and related Common Area (as such terms are defined in the Lease) and pylon or other signage of the Shopping Center under the terms of the Lease, notwithstanding any breach or default by Landlord or the exercise of any remedies under the Mortgage; and

D. It is a condition precedent to Lender executing this Agreement that (i) the Mortgage shall remain at all times a first lien or charge upon the Property prior and superior to the Lease; (ii) That Tenant shall specifically subordinate the Lease to the Mortgage and (iii) Tenant shall attorn to Lender and its successors and assigns in the event of the foreclosure or other proceeding to enforce the Mortgage;

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lender to enter into this Agreement, Lender and Tenant hereby agree as follows:

1. Subordination. The Lease and any extensions, renewals, replacements, consolidations or modifications thereof, and all the right, title and interest of the Tenant in and to the Premises, and all rights of the Tenant thereunder, are and shall be subject and subordinate to the Mortgage and the lien and terms thereof. The foregoing notwithstanding, in no event shall any of Tenant's trade fixtures, inventory, equipment, furniture and furnishings, accounts, books or records or other assets owned by Tenant under the Lease (collectively, "Tenant Property") be or become subject or subordinate to the lien in favor of Lender; provided, however, that the heating, ventilation and air conditioning equipment and life safety systems are not included as part of the foregoing Tenant Property.

2. Lender's Exercise of Remedies. In the event of (a) the institution of any foreclosure, trustee's sale or other like proceeding, (b) the appointment of a receiver for the Landlord or the Property, (c) the exercise of rights to collect rents under the Mortgage or an assignment of rents, (d) the recording by Lender or its successor or assignee of a deed in lieu of foreclosure for the Property, or (e) any transfer or abandonment of possession of the Property to Lender or its successor or assigns in connection with any proceedings affecting Landlord under the Bankruptcy Code, 11 U.S.C. § 101 *et seq.* (any such foreclosure, recording of a deed in lieu of foreclosure, or transfer or abandonment of the Property referred to in the preceding clauses (a) through (e) is hereinafter called a "Transfer", and Lender or any successor or assignee of Lender taking title to the Property in connection with a Transfer is hereinafter called the "Transferee"), such Transferee shall not: (i) be liable for any damages (including, without limitation, consequential damages) or other relief or be subject to any offsets, defenses or counterclaims of any kind attributable to any event, act, omission or default under the Lease, including, but not

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limited to, a breach of any representation or warranty under the Lease, of Landlord or any prior landlord under the Lease, except for any continuing event, act, or omission of which Lender has been provided notice as described in Paragraph 4 below, and if any such offset or defense is expressly provided for in the Lease, (ii) be bound by any prepayment by Tenant of more than one month's installment of rent unless such prepayment is expressly required in the Lease or has been specifically approved in writing by Lender, or be liable or responsible for any security deposit or other sums which Tenant may have paid under the Lease unless such deposit or other sums have been physically delivered to Transferee, or (iii) be bound by any modification or amendment of the Lease made after the date hereof, or any waiver of any terms of the Lease made after the date hereof unless the same shall have approved in writing by Lender, which consent shall not be unreasonably withheld, conditioned or delayed so long as it does not (a) reduce the payments due under the Lease, (b) reduce the term of the Lease or (c) reduce the Premises and it being agreed by Lender that such consent shall be deemed to have been given if Lender makes no objection in writing to Tenant within thirty (30) days after the date of service of Tenant's notice to Lender as long as the following appears in bold at the top of the first page of such notice: **NOTICE: IMMEDIATE ATTENTION REQUIRED; YOUR RIGHTS TO CONSENT TO THIS REQUEST MAY EXPIRE IF NOT EXERCISED WITHIN THIRTY (30) DAYS OF THIS NOTICE.**

3. Attornment and Non-Disturbance. Provided Tenant is not in default under the terms of the Lease beyond any applicable grace, notice and cure periods and the Lease is in full force and effect, except as set forth in Paragraphs 2 and 5(d) and (e), Tenant's possession, use and enjoyment of the Premises and the related Common Area, including but not limited to related signage, shall not be interfered with, disturbed or diminished, or otherwise affected in any manner as a result of any act or omission of Landlord, and all rights and privileges of Tenant under the Lease, and any renewals, modifications, or extensions thereof, shall be recognized by Lender and any Transferee. If any action or proceeding is commenced by Lender for the foreclosure of the Mortgage or the sale of the Premises, Tenant shall not be named as a party therein unless such joinder shall be required by law, judicial rule or procedural practice, and in any event, Tenant shall not thereby be subjected or exposed to any liability, cost or expense, and such joinder shall not result in the termination of the Lease or disturb Tenant's possession, use or enjoyment of the Premises, and the foreclosure or sale in any such action or proceeding shall be made subject to all rights of Tenant under the Lease.

Tenant shall attorn to Transferee, including Lender, if Lender becomes a Transferee, as the landlord under the Lease. Said attornment is subject to the limitation of Transferee's obligations set forth in Paragraph 2 above and shall be effective and self-operative without the execution of any further instruments upon Transferee's succeeding to the interest of the landlord under the Lease. Tenant and Lender shall, however, confirm the provisions of this paragraph in writing upon request by either of them.

4. Lender's Right to Cure. Tenant shall provide Lender with written notice of a default of Landlord under the Lease (which can be a copy of the notice provided to the Landlord) if such default is of such a nature as to give the Tenant a right to terminate the Lease, to reduce rent thereunder or credit or offset any amounts against future rents, and Tenant will not seek to terminate the Lease or reduce the rent or credit offset against rent or claim a partial or total eviction until giving such notice and providing Lender a period of thirty (30) days beyond the time available to Landlord under the Lease in which to cure the breach or default by Landlord, provided, however, as to any breach or default by Landlord the cure of which requires possession and control of the Property or Premises, Lender's cure period shall continue for such additional time as Lender may reasonably require (the "Extended Cure Period") to either obtain possession and control of the Property or Premises and thereafter cure the breach or default with reasonable diligence, or obtain the appointment of a receiver pursuant to any court proceeding, or otherwise, and give such receiver a reasonable period of time in which to cure the default; provided, however, that such Extended Cure Period shall apply only as to Tenant's right to terminate the Lease. Lender shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord, except to the extent that Lender agrees otherwise in writing

5. Miscellaneous.

(a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns; provided, however, that in the event of the assignment or

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transfer of the interest of Transferee, all obligations and liabilities of Transferee under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Transferee's interest is assigned or transferred; and provided further that the interest of Tenant under this Agreement may not be assigned or transferred except to the extent the assignment of Tenant's interest in the Lease is permitted under the Lease.

(b) Tenant acknowledges that it has notice that the Lease and the rent and all other sums due thereunder have been assigned to the Lender as part of the security for the note secured by the Mortgage and upon written notice from Lender of a default under the Mortgage, Tenant shall pay its rent and all other sums due under the Lease directly to Lender, and Landlord, by its execution hereof, hereby directs Tenant to make such payment to Lender and Landlord hereby releases and discharges Tenant of and from any liability to Landlord resulting from Tenant's payment of such rent to Lender or any Transferee in accordance with this Agreement or Lender's or any Transferee's notice or instructions from Lender or any Transferee.

(c) Tenant acknowledges and agrees that it shall not terminate the Lease in the event of a default by Landlord unless Tenant provides Lender written notice and an opportunity to cure as described in Paragraph 4 above.

(d) Tenant covenants and acknowledges that it has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Property or the real property of which the Property is a part, or any portion thereof or any interest therein and to the extent that Tenant has had, or hereafter acquires any such right or option, the same is hereby acknowledged to be subject and subordinate to the Mortgage and is hereby waived and released as against Transferee.

(e) This Agreement is the whole and only agreement between the parties hereto with regard to the subordination of the Lease to the of the Mortgage. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

(f) This Agreement shall be deemed to have been made in the state where the Property is located and the validity, interpretation and enforcement of this Agreement shall be determined in accordance with the laws of such state.

(g) In the event any legal action or proceeding is commenced to interpret or enforce the terms of, or obligations arising out of, this Agreement, or to recover damages for the breach thereof, the party prevailing in any such action or proceeding shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs and expenses incurred by the prevailing party.

(h) Any notices or communications required or permitted to be given or made hereunder shall be deemed to be so given or made when in writing and delivered in person or sent by United States registered or certified mail, postage prepaid, or by nationally recognized overnight courier service, directed to the parties at the addresses set forth above or such other addresses as they may from time to time designate in writing.

Notices or communications mailed in the U.S. mail shall be deemed to be served on the third business day following mailing, notices or communication served by hand or by overnight courier shall be deemed served upon receipt.

(i) This document may be signed in counterparts which together shall be deemed to be one and the same document. The signature pages from any such counterpart may be attached to another such counterpart to form one complete set of signatures for this document.

(j) The parties hereto represent and warrant that their respective signatories to this Agreement have been duly authorized by the Tenant, Landlord and Lender, as applicable.

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IN WITNESS WHEREOF, this Agreement has been signed and delivered as of the date and year first above set forth.

TENANT.

PETSMART, Inc., a Delaware corporation

By: *Mary Z. Horton*

Its: ~~Steven E. Jackson~~ *Mary Z. Horton*
Vice President, Real Estate
duly authorized

LENDER:

JOHN HANCOCK LIFE INSURANCE COMPANY

By: *Patricia Cloyne*
Its: *Investment Officer*
duly authorized

LANDLORD:

INLAND COMMERCIAL PROPERTY MANAGEMENT, INC., an Illinois corporation

By: *[Signature]*
Its: *D. Scott Carr, President*
duly authorized

TENANT:

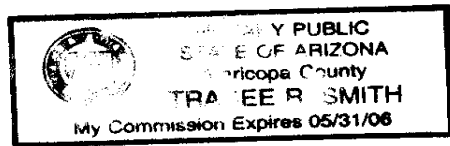
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 11th day of January, 2008⁴ before me the undersigned, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared ~~Steven E. Jackson~~ *Mary Z. Horton*, to me personally known, who by me duly sworn, did say that he/she is Vice President, Real Estate of **PETSMART, Inc.** [that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors] and as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County the day and year in this certificate first above written.

Tracee R. Smith
Notary Public in and for said County and State

My commission expires:



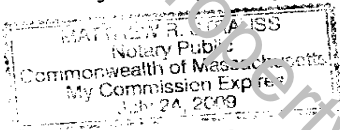
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LENDER:

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF SUFFOLK) ss.

On this 23 day of JANUARY, 2003 before me, the undersigned, a Notary Public in and for the said Commonwealth, residing therein, duly commissioned and sworn, personally appeared PATRICIA C. COYNE to me, personally known, who by me duly sworn, did say that she is an INVESTMENT OFFICER of John Hancock Life Insurance Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County the day and year in this certificate first above written.



[Signature]
Notary Public in and for said Commonwealth

My Commission expires:

7-24-2009

LANDLORD:

STATE OF ILLINOIS)
)
COUNTY OF DuPage) ss.
COOK

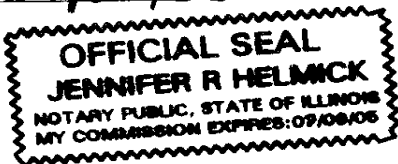
On this 12th day of January, 2004 before me, the undersigned, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared D. Scott Carr, to me personally known, who by me duly sworn, did say that he is a President of INLAND COMMERCIAL PROPERTY MANAGEMENT, INC., [that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors] and as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County the day and year in this certificate first above written.

[Signature]
Notary Public in and for said County and State

My commission expires:

07/09/05



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LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF BLOCKS 3 AND 4 OF SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14 BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 14 WITH THE CENTER LINE OF MILWAUKEE AVENUE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID ROAD, 1,047.94 FEET, THENCE NORTHEASTERLY ALONG A LINE DRAWN AT RIGHT ANGLES TO SAID CENTER LINE 55.22 FEET TO THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS SAID LINE IS DESCRIBED IN THAT CAUSE ENTITLED STATE OF ILLINOIS AGAINST METROPOLITAN INSURANCE COMPANY - CONDEMNATION - 60 'S' 9982 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHEASTERLY ALONG SAID LINE DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF MILWAUKEE AVENUE, 495.37 FEET TO A POINT ON A LINE DESCRIBED AS BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF THE RESUBDIVISION OF GOLF MILL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SAID SECTION 14, SAID POINT BEING IN A STRAIGHT LINE DRAWN NORTHWESTERLY FROM A POINT WHICH IS 33.16 FEET EAST, AS MEASURED ON THE SOUTH LINE OF THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION AND 263.47 FEET NORTH, AS MEASURED ON THE WEST LINE OF THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 14 (SAID POINT BEING 550.0 FEET NORTHEASTERLY MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE) TO A POINT IN THE SOUTH LINE OF BLOCK 3 IN SUPERIOR COURT COMMISSIONERS DIVISION, AS AFORESAID, WHICH IS 312.09 FEET EAST OF THE SOUTHWEST CORNER OF SAID BLOCK 3 AND 550.0 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE AS SHOWN ON THE RECORDED PLAT OF SAID SUPERIOR COURT COMMISSIONERS DIVISION, BEING ALSO THE SOUTHWESTERLY LINE OF CALLERO AND CATINO'S GOLF VIEW GARDENS, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SAID SECTION 14 AND SAID LINE EXTENDED NORTHWESTERLY; THENCE NORTHWESTERLY ALONG THE LAST DESCRIBED LINE AND SAID LINE EXTENDED, 1,068.53 FEET TO AN INTERSECTION WITH A LINE 512.60 FEET SOUTH, AS MEASURED ALONG THE WEST LINE OF BLOCK 3 OF SUPERIOR COURT COMMISSIONERS DIVISION AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 14; THENCE WEST ALONG SAID PARALLEL LINE 149.23 FEET TO A POINT ON THE EAST LINE OF LOT 1 OF FRITZ'S RESUBDIVISION OF LOTS 1 TO 4 INCLUSIVE, IN FRITZ'S SUBDIVISION, A SUBDIVISION IN THE NORTHWEST 1/4 AND IN THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1, 35.62 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID FRITZ'S RESUBDIVISION, BEING ALSO A LINE 100.0 FEET NORTH, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE NORTH LINE OF BLOCK 4 IN SAID SUPERIOR COURT COMMISSIONERS DIVISION, A DISTANCE OF 137.72 FEET TO A POINT ON SAID LINE, 306.52 FEET EAST OF THE ANGLE POINT, 30.71 FEET NORTHEASTERLY OF THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE IN THE SOUTH LINE OF SAID FRITZ' RESUBDIVISION; THENCE SOUTH PARALLEL WITH THE WEST LINE OF BLOCK 3, 181.14 FEET TO A POINT ON A LINE 81.0 FEET SOUTH, MEASURED AT

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RIGHT ANGLES, AND PARALLEL WITH THE NORTH LINE OF BLOCK 4 OF SUPERIOR COURT COMMISSIONERS DIVISION AS AFORESAID; THENCE WEST ALONG THE LAST DESCRIBED LINE 211.26 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE, SAID NORTHEASTERLY LINE BEING A LINE 33.0 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE CENTER LINE OF SAID ROAD AS SHOWN ON THE PLAT OF SAID SUPERIOR COURT COMMISSIONERS DIVISION; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE, 218.11 FEET TO AN ANGLE POINT IN SAID NORTHEASTERLY LINE, BEING ALSO THE POINT OF INTERSECTION OF SAID LINE WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS PER THE CONDEMNATION, AS AFORESAID; THENCE CONTINUING SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS PER SAID CONDEMNATION, 454.86 FEET TO AN ANGLE POINT IN SAID NORTHEASTERLY LINE, SAID POINT BEING 53.70 FEET NORTHEASTERLY OF THE CENTER LINE OF MILWAUKEE AVENUE AS PER SAID CONDEMNATION, SUPERIOR COURT COMMISSIONERS DIVISION; THENCE CONTINUING SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE, 338.12 FEET TO A POINT ON THE SOUTHERLY LINE OF BLOCK 4 OF SAID SUPERIOR COURT COMMISSIONERS DIVISION 56.13 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID BLOCK 4; THENCE CONTINUING SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE 94.0 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE SOUTHEASTERLY 700.0 FEET, AS MEASURED AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE THEREOF, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 2:

BLOCK 3 IN THE SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 205.0 FEET, AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF, EXCEPT THE WEST 85.02 FEET OF THE NORTH 512.60 FEET, AS MEASURED ON THE NORTH AND WEST LINES THEREOF, EXCEPT THAT PART THEREOF LYING SOUTHWESTERLY OF A LINE DESCRIBED AS BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF THE RESUBDIVISION OF GOLF MILL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 14 SAID POINT BEING IN A STRAIGHT LINE DRAWN NORTHWESTERLY FROM A POINT WHICH IS 33.16 FEET EAST, AS MEASURED ON THE SOUTH LINE, OF THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION AND 263.47 FEET NORTH AS MEASURED ON THE WEST LINE OF THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 14 (SAID POINT BEING 550.0 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE) TO A POINT IN THE SOUTH LINE OF BLOCK 3 IN THE SUPERIOR COURT COMMISSIONERS DIVISION, AFORESAID, WHICH IS 312.09 FEET EAST OF THE SOUTHWEST CORNER OF SAID BLOCK 3 AND 550.0 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE AS SHOWN ON THE RECORDED PLAT OF SAID SUPERIOR COURT COMMISSIONERS DIVISION AND SAID LINE EXTENDED NORTHWESTERLY TO AN INTERSECTION WITH A LINE 512.60 FEET SOUTH, AS MEASURED ALONG THE WEST LINE OF BLOCK 3 AND PARALLEL WITH THE NORTH LINE THEREOF AND ALSO EXCEPT THAT PART OF SAID BLOCK 3 TAKEN FOR PUBLIC HIGHWAY AND ALSO EXCEPT A TRACT OF LAND, BEING PART OF THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE NORTH 2 DEGREES 29 MINUTES 51 SECONDS EAST ALONG THE EAST LINE OF SAID PROPERTY 95.65 FEET;

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THENCE NORTH 87 DEGREES 30 MINUTES 09 SECONDS WEST 35 FEET TO THE POINT OF BEGINNING;
 THENCE CONTINUING NORTH 87 DEGREES 30 MINUTES 09 SECONDS WEST 75 FEET; THENCE NORTH 2
 DEGREES 29 MINUTS 51 SECONDS EAST 127.33 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 09
 SECONDS EAST 75 FEET; THENCE SOUTH 2 DEGREES 29 MINUTES 51 SECONDS WEST 127.33 FEET
 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 3:

THE SOUTH 462.6 FEET OF THE NORTH 512.6 FEET OF THE WEST 85.02 FEET (AS MEASURED
 ALONG THE NORTH LINE AND ALONG THE SOUTH LINE) OF BLOCK 3 IN SUPERIOR COURT
 COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE
 NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF
 THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 12,
 1940 AS DOCUMENT 12543211 IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS SET FORTH IN EASEMENT AGREEMENT AND
 SECOND AMENDMENT TO LEASE RECORDED JUNE 15, 1973 AS DOCUMENT 22363445 OVER THE
 FOLLOWING DESCRIBED LAND:

(A) PART OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE
 THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE INTESECTION OF THE NORTH LINE
 OF BLOCK 4, OF SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE
 NORTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, WITH
 THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS WIDENED BY CONDEMNATION IN 60S10942,
 RECORDED SEPTEMBER 28, 1960, SAID INTERSECTION BEING 40.81 FEET EAST OF THE NORTHWEST
 CORNER OF SAID BLOCK 4, THENCE NORTHWESTWARD ALONG SAID NORTHEASTERLY LINE OF
 MILWAUKEE AVENUE FOR A DISTANCE OF 100 FEET; THENCE NORTHEASTWARD, AT RIGHT ANGLES TO
 SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 30.70 FEET TO A POINT
 IN A LINE WHICH IS 100 FEET (MEASURED AT RIGHT ANGLES) NORTH OF AND PARALLEL WITH
 SAID NORTH LINE OF BLOCK 4; THENCE EASTWARD ALONG SAID PARALLEL LINE FOR A DISTANCE
 OF 306.52 FEET; THENCE SOUTHWARD ALONG A LINE WHICH IS PARALLEL WITH THE WEST LINE OF
 BLOCK 3 OF SAID SUPERIOR COURT COMMISSIONERS DIVISION FOR A DISTANCE OF 100.08 FEET
 TO SAID NORTH LINE OF BLOCK 4; THENCE WESTWARD ALONG SAID NORTH LINE OF BLOCK 4 FOR A
 DISTANCE OF 271.80 FEET TO THE POINT OF BEGINNING;

(B) PART OF BLOCK 4 OF SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2
 OF THE NORTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION
 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS
 BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID BLOCK 4 WITH THE
 NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS WIDENED BY CONDEMNATION IN 60S10942,
 RECORDED SEPTEMBER 28, 1960, SAID INTERSECTION BEING 40.81 FEET EAST OF THE NORTHWEST
 CORNER OF SAID BLOCK 4; THENCE SOUTHEASTWARD ALONG THE NORTHEASTERLY LINE OF
 MILWAUKEE AVENUE FOR A DISTANCE OF 99.43 FEET, MORE OR LESS, TO AN INTERSECTION WITH
 A LINE WHICH IS 81 FEET (MEASURED AT RIGHT ANGLES) SOUTH OF AND PARALLEL WITH SAID
 NORTH LINE OF BLOCK 4; THENCE EASTWARD ALONG SAID PARALLEL LINE FOR A DISTANCE OF
 210.88 FEET; THENCE NORTHWARD ALONG A LINE WHICH IS PARALLEL WITH THE WEST LINE OF

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BLOCK 3 OF SAID SUPERIOR COURT COMMISSIONERS DIVISION FOR A DISTANCE OF 81.06 FEET TO SAID NORTH LINE OF BLOCK 4; THENCE WESTWARD ALONG SAID NORTH LINE OF BLOCK 4 FOR A DISTANCE OF 271.80 FEET TO THE POINT OF BEGINNING, FOR INGRESS AND EGRESS AND PARKING.

PARCEL 5:

PERPETUAL EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 FOR THE CONSTRUCTION, OPERATION, REPLACEMENT AND MAINTENANCE OF AN UNDERGROUND EIGHT INCH SEWER LINE MADE BY AND BETWEEN LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 13, 1964 AND KNOWN AS TRUST NUMBER 31062, GOODYEAR TIRE AND RUBBER COMPANY, AN OHIO CORPORATION, PEARLE VISION CENTER INC., A TEXAS CORPORATION AND LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 15, 1972 AND KNOWN AS TRUST NUMBER 44143, RECORDED JUNE 14, 1983 AND KNOWN AS TRUST NUMBER 26641880, IN, UPON, UNDER, ALONG AND ACROSS THE FOLLOWING DESCRIBED LAND, TO WIT:

THAT PART OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AND A LINE WHICH IS 81.0 FEET SOUTH, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE NORTH LINE OF BLOCK 4 OF SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE SOUTH 89 DEGREES, 56 MINUTES, 56 SECONDS EAST ALONG SAID PARALLEL LINE, 201.25 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES, 56 MINUTES, 56 SECONDS EAST ALONG SAID PARALLEL LINE, 10.01 FEET; THENCE NORTH 2 DEGREES, 21 MINUTES, 29 SECONDS EAST ALONG A LINE THAT IS PARALLEL WITH THE WEST LINE OF BLOCK 3 IN SAID SUPERIOR COURT COMMISSIONERS DIVISION, 181.04 FEET TO THE SOUTH LINE OF FRITZ'S SUBDIVISION, A SUBDIVISION IN THE NORTHWEST 1/4 AND IN THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE NORTH 89 DEGREES, 56 MINUTES, 56 SECONDS, WEST ALONG SAID SOUTH LINE OF SAID FRITZ'S RESUBDIVISION, BEING ALSO A LINE 100.0 FEET NORTH MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE NORTH LINE OF BLOCK 4 IN SAID SUPERIOR COURT COMMISSIONERS DIVISION, 10.01 FEET; THENCE SOUTH 2 DEGREES, 21 MINUTES, 29 SECONDS WEST PARALLEL WITH THE WEST LINE OF BLOCK 3 IN SAID SUPERIOR COURT COMMISSIONERS DIVISION, 181.14 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

09-14-200-048-0000 1 OF 6

09-14-200-055-0000 2 OF 6

09-14-200-057-0000 3 OF 6

09-14-200-058-0000 4 OF 6

09-14-200-059-0000 5 OF 6

09-14-200-060-0000 6 OF 6