



Doc#: 0529318022 Fee: \$74.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/20/2005 10:57 AM Pg: 1 of 9

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement ("Agreement") is made as of August 10, 2005, by and between LaSalle Bank National Association, successor trustee to American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement dated May 26, 1987, and known as Trust No. 102624-00. ("Landlord"), and Long John Silver's, Inc., a Delaware corporation ("Tenant").

A. On April 25, 1988, Landlord and Tenant (or their predecessors in interest) entered into a lease (the "Lease") for certain real property known and numbered 4765 West Cermak Road, Cicero, Illinois 60650 (the "Premises").

referred to document w/ 89107269

B. Landlord and Tenant now wish to terminate the Lease and release each other from their respective obligations thereunder and any other claims and liabilities in connection therewith.

NOW, THEREFORE, in consideration of these promises and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Termination of the Lease. Effective as of September 1, 2004, the Lease shall be terminated and of no further force or effect (the "Termination Date"). Notwithstanding the foregoing, Tenant shall have thirty (30) days after the Termination Date to remove all of its furniture, fixtures, equipment and other personal property and de-identify the Premises. Tenant shall remove its furniture, fixtures, equipment, other personal property and identification from the Premises within said period. Tenant shall surrender the Premises to Landlord in good clean, condition consistent with the surrender provisions in the Lease.

2. Consideration. Concurrently with the execution of this Agreement, Tenant shall pay to Landlord the sum of One Hundred Thousand Dollars (\$100,000.00) to be retained by Landlord as a termination fee; and (b) the sum of Forty Four Thousand Seventy Four and 84/100 Dollars (\$44,074.84) to be held by Landlord and applied toward Tenant's obligations for Real Estate Taxes (as defined in the Lease) for the 2003 calendar year and the 2004 calendar year prorated to accrue through the Termination Date (the "Accrued Taxes"). When bills are issued for all Real Estate Taxes for 2004, Landlord and Tenant shall settle obligations for the Accrued Taxes so that Tenant is responsible for paying the actual Accrued Taxes. If the amount held hereunder is larger than the actual Accrued Taxes, Landlord shall reimburse any excess to Tenant. If the amount hereunder is less than the amount of actual Accrued Taxes, Tenant shall promptly pay Landlord the difference. Tenant's obligation to pay Accrued Taxes set forth in Section 13.1, 13.2 and 13.3 of the Lease (the "Tax Obligations") shall survive the Termination Date and not be released under the terms of this Agreement.

3. Rent Adjustment. Except for deposits in connection with Accrued Taxes, Landlord shall refund to Tenant any overpayment of rent, or other amounts due under the Lease within thirty (30) days after the Termination Date.

4. Release. Except for Tax Obligations and Tenant's indemnification liability under Section 23.1 of the Lease for matters arising through the Termination Date (collectively, the "Surviving Obligations") each of the parties hereby releases the other party from any and all claims, demands, causes of action, judgments, losses, liabilities, costs or other expenses, whether or not now known, suspected or claimed, which either party ever had, now has, or may

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claim to have against the other arising out of, based on, relating to or resulting from the Lease. This release is a general release, and each of the parties acknowledges that either of them may hereafter discover facts different from or in addition to those each of them now knows or believes to be true with respect to the claims, demands, causes of action, obligations, damages and liabilities of any nature whatsoever that are the subject of this release, and each of the parties agrees to assume the risk of the possible discovery of additional or different facts, and agrees that this Agreement shall be and remain effective in all respects regardless of such additional or different facts. Except for the Surviving Obligations, Landlord shall conclusively be deemed to have released Tenant from all responsibility relating to the property and to have accepted the property in its condition "AS IS". The Surviving Obligations shall survive the Termination Date.

5. Representation of Landlord. Landlord hereby represents that it has given any notice or obtained any consent required under any mortgage or other encumbrance on the Premises with respect to the termination of this Lease.

6. Expenses. Each of the parties hereto shall bear the expenses incurred by that party incident to this Agreement and the transactions contemplated hereby, including without limitation all fees and disbursements of counsel and accountants retained by such party.

7. Miscellaneous. This Agreement contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and may be amended, modified, supplemented or altered only by a writing duly executed by all of the parties hereto, and any prior agreements or understandings, whether oral or written, are entirely superseded hereby. This Agreement shall extend to, shall inure to the benefit of and shall be binding upon all of the parties hereto and upon all of their respective successors, predecessors and assigns. Nothing contained in this Agreement is intended to confer upon any person, other than the parties hereto and their respective heirs, successors and permitted assigns, any rights, remedies or obligations under, or by reason of, this Agreement. This Agreement has been negotiated "at arms length" by Tenant and Landlord, each represented by counsel of its choice and each having an equal opportunity to participate in the drafting of the provisions hereof. Accordingly, in construing the provisions of this Agreement neither party shall be presumed or deemed to be the "drafter" or "preparer" of the same.

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

LANDLORD:

TENANT:

LaSalle Bank National Association, successor
In interest to American National Bank and Trust
Company of Chicago, not personally, but solely
As Trustee under Trust Agreement dated
May 26, 1987; and known as Trust No. 102624-00

Long John Silver's, Inc.

By: Glenn Racker

By: Karen M. Long

Its: TRUST OFFICER
Trustee hereof in order attached hereto
and back hereof. (over)

Its: Attorney in fact

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PARCEL 1:

THAT PART OF A TRACT OF LAND (HEREINAFTER DESIGNATED TRACT "X") IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF A LINE HEREINAFTER DESIGNATED LINE "A", SAID LINE "A" BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SOUTH CICERO AVENUE (BEING A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4) AND THE SOUTH LINE OF CERMAK ROAD) BEING A LINE 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4); THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG THE EAST LINE OF SOUTH CICERO AVENUE, 1026.38 FEET TO THE POINT OF BEGINNING OF THE AFORESAID LINE "A"; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, ALONG A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF SOUTH CICERO AVENUE, A DISTANCE OF 796.67 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, ALONG THE ARC OF A CIRCLE, TANGENT TO THE LAST DESCRIBED LINE, CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 50.00 FEET, AND WHOSE CHORD BEARS NORTH 44 DEGREES 57 MINUTES 59 SECONDS EAST 70.71 FEET TO A POINT OF TANGENCY; THENCE NORTH 0 DEGREES 0 MINUTES 01 SECONDS WEST 88.03 FEET; THENCE NORTHEASTERLY 78.54 FEET ALONG THE ARC OF A CIRCLE, TANGENT TO THE LAST DESCRIBED LINE, CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET, AND WHOSE CHORD BEARS NORTH 44 DEGREES 57 MINUTES 59 SECONDS EAST 70.71 FEET TO A POINT TANGENCY; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST 216.60 FEET; THENCE NORTH 0 DEGREES 02 MINUTES 01 SECONDS WEST 138.52 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST 63.91 FEET TO THE EAST LINE OF THE HEREINABOVE DESIGNATED TRACT "X" (TRACT "X" BEING DESCRIBED AS FOLLOWS:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SOUTH CICERO AVENUE, BEING A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, AND THE SOUTH LINE OF CERMAK ROAD, BEING A LINE 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 89 DEGREES 42 MINUTES 07 SECONDS EAST ALONG SAID SOUTH LINE OF CERMAK ROAD, 1178.45 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED TO WESTERN ELECTRIC COMPANY INCORPORATED BY DEED RECORDED APRIL 9, 1919 AS DOCUMENT NO. 6497655, SAID NORTHEAST CORNER BEING 1.47 FEET EAST OF A POINT IN SAID SOUTH LINE OF CERMAK ROAD WHICH IS 120.00 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF SAID NORTHWEST 1/4; THENCE SOUTH 0 DEGREES 04 MINUTES 10 SECONDS WEST ALONG THE EAST LINE OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NO. 6497655, A DISTANCE OF 1119.66 FEET TO THE EASTERLY CORNER OF SAID PARCEL, SAID EASTERLY CORNER BEING 13.21 FEET EAST OF THE WEST LINE OF LAND CONVEYED TO MANUFACTURERS JUNCTION RAILWAY COMPANY BY DEED RECORDED AUGUST 5, 1904 AS DOCUMENT NO 3575104, (SAID WEST LINE BEING A LINE DRAWN FROM A POINT IN THE SOUTH LINE DRAWN FROM A POINT IN THE SOUTH LINE OF CERMAK ROAD WHICH IS 87.00 FEET WEST OF THE WEST LINE OF THE RIGHT OF WAY OF THE CHICAGO AND WESTERN INDIANA RAILROAD TO A POINT IN THE NORTH LINE OF OGDEN AVENUE WHICH IS 100.00 FEET WESTERLY OF THE WEST LINE OF SAID RAILROAD, AS MEASURED ON THE NORTH LINE OF SAID OGDEN AVENUE); THENCE SOUTH 12 DEGREES 24 MINUTES 06 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF THE AFORESAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NO. 6497655, A DISTANCE OF 64.97 FEET TO THE SOUTHERLY CORNER THEREOF, BEING ALSO THE NORTHERLY CORNER OF A PARCEL OF LAND CONVEYED TO MANUFACTURERS JUNCTION RAILWAY COMPANY BY DEED RECORDED APRIL 9, 1919 AS DOCUMENT NO. 6497656 (SAID NORTHERLY CORNER BEING A POINT 1183.20 FEET SOUTH OF THE SOUTH LINE OF CERMAK ROAD AND ON THE WEST LINE OF THE AFORESAID LAND CONVEYED BY DEED RECORDED AS DOCUMENT NO. 3575104); THENCE SOUTH 13 DEGREES 22 MINUTES 57 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NO. 6497656, A DISTANCE OF 3.50 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES 42 MINUTES 53 SECONDS EAST ALONG THE SOUTH LINE OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NO. 6497656, A DISTANCE OF 0.77 FEET TO THE SOUTHEAST CORNER THEREOF, (SAID SOUTHEAST CORNER BEING A POINT 1186.60 FEET SOUTH OF THE SOUTH LINE OF CERMAK ROAD AND ON THE

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WEST LINE OF THE AFORESAID LAND CONVEYED BY DEED RECORDED AS DOCUMENT NO, 3575104); THENCE SOUTH 0 DEGREES 40 MINUTES 12 SECONDS WEST ALONG THE WEST LINE OF THE AFORESAID LAND CONVEYED BY DEED RECORDED AS DOCUMENT NO. 3575104, A DISTANCE OF 3.55 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED TO MANUFACTURERS JUNCTION RAILWAY COMPANY BY DEED RECORDED APRIL 25, 1907 AS DOCUMENT NO. 4025197; THENCE SOUTH 89 DEGREES 57 MINUTES 59 SECONDS WEST ALONG THE NORTH LINE OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NO. 4025197, A DISTANCE OF 0.73 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF A PARCEL OF LAND CONVEYED TO WESTERN ELECTRIC COMPANY INCORPORATED BY DEED RECORDED APRIL 9, 1919 AS DOCUMENT NO. 6497655; THENCE SOUTH 12 DEGREES 11 MINUTES 32 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 6497655, A DISTANCE OF 209.18 FEET TO AN ANGLE CORNER IN SAID PARCEL; THENCE SOUTH 2 DEGREES 53 MINUTES 20 SECONDS WEST ALONG THE EASTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 6497655, A DISTANCE OF 107.66 FEET TO THE SOUTHERLY CORNER THEREOF; SAID SOUTHERLY CORNER BEING ON THE WEST LINE OF A PARCEL OF LAND AS CONVEYED BY THE AFORESAID DEED RECORDED AS DOCUMENT NO. 4025197; THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECOND EAST ALONG THE WEST LINE OF SAID PARCEL AS CONVEYED BY SAID DEED RECORDED AS DOCUMENT NO. 4025197, A DISTANCE OF 3.42 FEET TO THE NORTHERLY CORNER OF A PARCEL OF LAND CONVEYED TO MANUFACTURERS JUNCTION RAILWAY COMPANY BY DEED RECORDED APRIL 9, 1919 AS DOCUMENT NO. 6497656; THENCE SOUTH 3 DEGREES 37 MINUTES 59 SECONDS WEST ALONG THE WESTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 6497656, A DISTANCE OF 94.45 FEET TO AN ANGLE CORNER IN SAID PARCEL; THENCE SOUTH 10 DEGREES 54 MINUTES 52 SECONDS WEST ALONG THE WESTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 6497656, A DISTANCE OF 33.08 FEET TO THE SOUTHERLY CORNER THEREOF, SAID SOUTHERLY CORNER BEING ALSO THE NORTHERLY CORNER OF A PARCEL OF LAND CONVEYED TO WESTERN ELECTRIC COMPANY INCORPORATED BY DEED RECORDED APRIL 9, 1919 AS DOCUMENT NO. 6497655; THENCE SOUTH 12 DEGREES 45 MINUTES 45 SECONDS WEST ALONG THE EASTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 6497655, A DISTANCE OF 79.08 FEET TO A POINT ON THE NORTHWESTERLY LINE OF A PARCEL OF LAND CONVEYED TO WESTERN ELECTRIC COMPANY INCORPORATED BY DEED RECORDED NOVEMBER 5, 1964 AS DOCUMENT NO. 19294210; THENCE NORTH 44 DEGREES 31 MINUTES 22 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 19294210, A DISTANCE OF 0.20 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 17 DEGREES 19 MINUTES 02 SECONDS WEST ALONG THE EASTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 19294210, A DISTANCE OF 51.345 FEET TO AN ANGLE CORNER IN SAID PARCEL; THENCE SOUTH 25 DEGREES 39 MINUTES 42 SECONDS WEST ALONG THE EASTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 19294210, A DISTANCE OF 51.35 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89 DEGREES 58 MINUTES 25 SECONDS WEST ALONG THE SOUTH LINE OF SAID PARCEL AS CONVEYED BY DEED NO. 19294210 AND ALONG THE NORTH LINE OF A PARCEL OF LAND CONVEYED TO MANUFACTURERS JUNCTION RAILWAY COMPANY BY DEED RECORDED NOVEMBER 5, 1964 AS DOCUMENT NO. 19294211 A DISTANCE OF 255.36 FEET TO THE NORTHWEST CORNER THEREOF: THENCE SOUTH 19 DEGREES 35 MINUTES 58 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NO. 19294211, A DISTANCE OF 13.71 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NO. 19294211, SAID SOUTHWESTERLY CORNER BEING ALSO THE NORTHEASTERLY CORNER OF A PARCEL OF LAND CONVEYED TO WESTERN ELECTRIC COMPANY INCORPORATED BY DEED RECORDED NOVEMBER 5, 1964 AS DOCUMENT NO. 19294210, THENCE ALONG THE SOUTHERLY LINES OF SAID PARCEL CONVEYED BY DEED NO. 19294210, SAID SOUTHERLY LINES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL; THENCE SOUTH 19 DEGREES 35 MINUTES 22 SECONDS WEST A DISTANCE OF 78.25 FEET TO A POINT; THENCE SOUTH 65 DEGREES 06 MINUTES 02 SECONDS WEST A DISTANCE OF 289.38 FEET TO A POINT; THENCE SOUTH 89 DEGREES 55 MINUTES 02 SECONDS WEST A DISTANCE OF 107.29 FEET TO A POINT; THENCE SOUTH 0 DEGREES 04 MINUTES 58 SECONDS EAST A DISTANCE OF 86.79 FEET TO A POINT; THENCE SOUTH 80 DEGREES 58 MINUTES 21 SECONDS WEST A DISTANCE OF 50.69 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NO. 19294210, BEING ALSO THE NORTHEAST CORNER OF PARCEL OF LAND CONVEYED TO MANUFACTURERS JUNCTION RAILWAY COMPANY BY DEED RECORDED NOVEMBER 5, 1964 AS DOCUMENT NO. 19294211; THENCE ALONG THE NORTHERLY, WESTERLY AND SOUTHERLY BOUNDARY LINES OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NO. 19294211, SAID BOUNDARY LINES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL; THENCE SOUTH 80 DEGREES 51 MINUTES 57 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID PARCEL A DISTANCE OF 300.67 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 45 SECONDS EAST ALONG THE WESTERLY LINE OF SAID PARCEL A DISTANCE OF 58.14 FEET; THENCE SOUTH 55 DEGREES 37 MINUTES 34 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL A DISTANCE OF 4.00 FEET; THENCE NORTH 68 DEGREES 47 MINUTES 36 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL A DISTANCE OF 137.44 FEET; THENCE CONTINUING NORTH 71 DEGREES 41 MINUTES 52 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL, A DISTANCE OF 75.25 FEET; THENCE SOUTH 18 DEGREES 18 MINUTES 08 SECONDS EAST ALONG A LINE IN SAID PARCEL, A DISTANCE OF 6.09 FEET TO A CORNER IN SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 19294211, SAID CORNER BEING IN THE SOUTHEASTERLY LINE OF A PARCEL OF LAND CONVEYED TO WESTERN ELECTRIC COMPANY INCORPORATED BY DEED RECORDED MAY 25, 1955 AS DOCUMENT NO. 16246423; THENCE SOUTH 66 DEGREES 55 MINUTES 49 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 16247423, A DISTANCE OF 134.22 FEET TO A CORNER IN SAID PARCEL; THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST ALONG A LINE IN SAID PARCEL, BEING A LINE PARALLEL WITH THE EAST LINE OF SOUTH CICERO AVENUE, A DISTANCE OF 16.18 FEET TO A POINT IN THE NORTHWESTERLY LINE OF OGDEN AVENUE PER ORDINANCE ADOPTED SEPTEMBER 8, 1888, SAID POINT BEING 125.43 FEET (AS MEASURED ALONG SAID NORTHWESTERLY LINE OF OGDEN AVENUE) EAST OF THE EAST LINE OF SOUTH CICERO AVENUE; THENCE SOUTH 77 DEGREES 49 MINUTES 49 SECONDS WEST ALONG SAID NORTHWESTERLY LINE OF OGDEN AVENUE A DISTANCE OF 85.43 FEET TO A POINT, SAID POINT BEING 40.00 FEET (AS MEASURED ALONG SAID NORTHWESTERLY LINE) EAST OF THE EAST LINE OF SOUTH CICERO AVENUE; THENCE NORTHWESTERLY 57.60 FEET ALONG THE ARC OF A CIRCLE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 32.31 FEET, TANGENT TO THE LAST DESCRIBED LINE AND WHOSE CHORD OF 50.27 FEET BEARS NORTH 51 DEGREES 06 MINUTES 06 SECONDS WEST TO ITS POINT OF TANGENCY WITH THE EAST LINE OF SOUTH CICERO AVENUE AT A POINT 40.00 FEET NORTH OF SAID NORTHWESTERLY LINE OF OGDEN AVENUE; THENCE NORTH 0 DEGREES 02 MINUTES 01 SECONDS WEST ALONG SAID EAST LINE OF SOUTH CICERO AVENUE, A DISTANCE OF 2210.18 FEET TO HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF A LINE HEREINAFTER DESIGNATED LINE "A", SAID LINE "A" BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SOUTH CICERO AVENUE (BEING A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4) AND THE SOUTH LINE OF CERMAK ROAD (BEING A LINE 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4); THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG THE EAST LINE OF SOUTH CICERO AVENUE., 1026.38 FEET TO THE POINT OF BEGINNING OF THE AFORESAID LINE "A"; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, ALONG A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF SOUTH CICERO AVENUE, A DISTANCE OF 796.67 FEET; THENCE NORTHEASTERLY 78.54 FEET ALONG THE ARC OF A CIRCLE, TANGENT TO THE LAST DESCRIBED LINE, CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 50.00 FEET, AND WHOSE CHORD BEARS NORTH 44 DEGREES 57 MINUTES 59 SECONDS EAST, 70.71 FEET TO A POINT OF TANGENCY; THENCE NORTH 0 DEGREES 02 MINUTES 01 SECONDS WEST, 88.03 FEET; THENCE NORTHEASTERLY 78.54 FEET ALONG THE ARC OF A CIRCLE, TANGENT TO THE LAST DESCRIBED LINE, CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET, AND WHOSE CHORD BEARS NORTH 44 DEGREES 57 MINUTES 59 SECONDS EAST, 70.71 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, 216.60 FEET; THENCE NORTH 0 DEGREES 02 MINUTES 01 SECONDS WEST, 138.52 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, 63.91 FEET TO THE EAST LINE OF A PARCEL OF LAND PER DEED RECORDED APRIL 9, 1919 AS DOCUMENT NO. 6497655, BEING THE EAST TERMINUS OF SAID LINE "A"; THENCE NORTH 0 DEGREES 04 MINUTES 10 SECONDS EAST, ALONG THE AFORESAID EAST LINE OF DOCUMENT NO. 6497655, A DISTANCE OF 693.01 FEET TO THE SOUTH LINE OF CERMAK ROAD (BEING A LINE 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4); THENCE NORTH 89 DEGREES 42 MINUTES 07 SECONDS WEST, ALONG THE AFORESAID SOUTH LINE OF CERMAK ROAD, 1178.45 FEET TO THE EAST LINE OF SOUTH CICERO AVENUE AFORESAID; THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG THE EAST LINE OF SOUTH CICERO AVENUE. AFORESAID, 1026.38 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 2:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN. DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SOUTH CICERO AVENUE (BEING A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4) AND THE SOUTH LINE OF CERMAK ROAD (BEING A LINE 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4); THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG SAID EAST LINE OF SOUTH CICERO AVENUE, 1026.38 FEET TO THE POINT OF BEGINNING A OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 150.00 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, ALONG A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF CICERO AVENUE; 175.00 FEET; THENCE NORTH 0 DEGREES 02 MINUTES 01 SECONDS WEST 150.00 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 59 SECONDS WEST 175.00 FEET TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING, IN COOK COUNTY. ILLINOIS.

PARCEL 3:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SOUTH CICERO AVENUE (BEING A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 AND THE SOUTH LINE OF CERMAK ROAD (BEING A LINE 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4); THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG SAID EAST LINE OF SOUTH CICERO AVENUE, 1176.38 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 200.00 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, ALONG A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF CICERO AVENUE, 175.00 FEET; THENCE NORTH 0 DEGREES 02 MINUTES 01 SECONDS WEST 200.00 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 59 SECONDS WEST 175.00 FEET TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SOUTH CICERO AVENUE (BEING A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4) AND THE SOUTH LINE OF CERMAK ROAD (BEING A LINE 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4); THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG SAID EAST LINE OF SOUTH CICERO AVENUE, 1376.38 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 171.30 FEET; THENCE SOUTH 45 DEGREES 02 MINUTES 01 SECONDS EAST, 28.28 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, ALONG A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF CICERO AVENUE, 130.00 FEET; THENCE NORTH 44 DEGREES 57 MINUTES 59 SECONDS EAST 35.36 FEET; THENCE NORTH 0 DEGREES 02 MINUTES 01 SECONDS WEST 166.30 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 59 SECONDS WEST 175.00 FEET TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENT FOR THE BENEFIT OF PARCEL 2 FOR PEDESTRIAN AND VEHICULAR ACCESS TO AND FROM CICERO AVENUE AS CREATED BY THE DECLARATION OF ACCESS EASEMENT AND CONSENTS RECORDED JANUARY 25, 1989 AS DOCUMENT NO. 89038973 MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUST NO, 67628 AND SAID BANK, TRUST NO, 102624-00 OVER THAT PART OF PARCEL 1 MORE

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PARTICULARLY DESCRIBED IN EXHIBIT 4 TO SAID DECLARATION.

PARCEL 6:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INSTALLATION, OPERATION, ETC, OF UNDERGROUND GAS LINES AND FACILITIES RELATED THERETO AS CREATED BY THE DECLARATION OF GAS LINE EASEMENTS AND CONSENTS DATED MAY 31, 1989 AND RECORDED SEPTEMBER 14, 1989 AS DOCUMENT NO. 89432628 RERECORDED AS DOCUMENT 90294365 MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUST NO, 102624-00 AND SAID BANK, TRUST NO. 67628, AND THE DECLARATION OF REALLOCATED RESPONSIBILITIES BY SAID BANK, TRUST NO. 67628, RECORDED JANUARY 22, 1990 AS DOCUMENT NO. 90032064 AND RERECORDED JUNE 21, 1990 AS DOCUMENT 90294365 OVER CERTAIN PREMISES LYING SOUTHERLY OF AND ADJONING PARCEL 1 AS MORE PARTICULARLY DESCRIBED IN EXHBIT 6 AND DEPICTED ON EXHIBIT 7 TO SAID DECLARATION,

PARCEL 7:

EASEMENT FOR THE BENEFIT OF PARCELS 2, 3 AND 4 FOR INSTALLATION, OPERATION, ETC, OF UNDERGROUND GAS LINES AND FACILITIES RELATED THERETO CREATED BY THE DECLARTATION OF GAS LINES EASEMENT AND CONSENTS DATED MAY 31, 1989 AND RECORDED SEPTEMBER 14, 1989 AS DOCUMENT NO. 89432628 MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUST NO. 102624-00, AND SAID BANK, TRUST NO. 67628, AND THE DECLARATION OF REALLOCATED RESPONSIBILITIES BY SAID BANK, TRUST NO. 67628, RECORDED JANUARY 22, 1990 AS DOCUMENT NO. 90032064 AND RERECORDED JUNE 21, 1990 AS DOCUMENT 20294365 OVER CERTAIN PREMISES LYING EASTERLY OF AND ADJONING PARCELS 2, 3 AND 4 AND OVER THOSE PORTIONS OF PARCEL 1 AS MORE PARTICULARLY DESCRIBED IN EXHIBIT 3 AND DEPICTED ON EXHIBIT 4 TO SAID DECLARATION.

PARCEL 8:

EASEMENT FOR THE BENEFIT OF A PORTION OF PARCEL 1 FOR USING A THEN EXISTING COMBINED SANITARY AND STORM LINE (THE CM LINE) AS DESCRIBED THERMIN, AS CREATED BY THE SEWER LINE EASEMENT AGREEMENT AND CONSENTS DATED MAY 31, 1989 AND RECORDED SEPTEMBER 25, 1989 AS DOCUMENT NO. 89451702 MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUST CO. 67628, AND SAID BANK, TRUST NO. 102624-00 AND THE DECLARATION OF REALLOCATED SEWER LINE RESPONSIBILTIES AND ESTABLISHMENT OF ADDITIONAL SEWER LINE EASEMENTS LINE BY SAID BANK, TRUST NO. 6728, RECORDED JANUARY 22, 1990 AS DOCUMENT NO. 90032065 AND RERECORDED JUNE 21, 1990 AS DOCUMENT 90294364 OVER CERTAIN PREMISES LYING SOUTHERLY OF AND ADJOINING PARCEL 1 AS MORE PARTICULARLY DESCRIBED IN EXHIBIT 3 AND DEEPICTED ON EXHIBIT 4 TO SAID DECLARATION. THE BENEFITTED PORTION OF PARCEL 1 IS NORE PARTICULARLY DESCRIBED IN EXHIBIT 5 AND DEPICTED ON EXHIBIT 6 TO SAID DECLARATION.

PARCEL 9:

EASEMENT FOR THE BENEFIT OF PARCELS 2, 3, AND 4 FOR (i) USING A THEN EXISTING COMBINED SANITARY AND STORM SEWER LINE (THE CM LINE) AS DESCRIBED THEREIN, AS CREATED BY THE SEWER LINE EASEMENT AGREEMENT AND CONSENTS DATED MAY 31, 1989 AND RECORDED SEPTEMBER 25, 1989 AS DOCUMENT NO. 89451702 MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUST NO. 67628, AND SAID BANK, TRUST NO. 102624-00, OVER CERTAIN PREMISES LYING EASTERLY OF PARCELS 2, 3 AND 4 AS MORE PARTICULARLY DESCRIBED IN EXHIBIT 3 AND DEPICTED ON EXHIBIT 4 TO SAID DECLARARTION; AND (ii) USING THEN EXISTING STORM OR SANITARY SEWER LINES (SERVICE LINE EASEMENTS NOS. 1, 2, 3, 4 AND 5) AS DESCRIBED THEREIN, AS CREATED BY DECLARATION OF REALLOCATED SEWER LINE RESPONSIBILITIES AND ESTABLISHMENT OF ADDITIONAL SEWER LINE EASEMENT BY SAID BANK TRUST NO. 67628, RECORDED JANUARY 22, 1988 AS DOCUMENT NO. 90032065 AND RERECORDED JUNE 21, 1990 AS DOCUMENT 90294364.

PARCEL 10:

EASEMENTS FOR THE BENEFIT OF PARCELS 2, 3 AND 4 (TAKEN AS A TRACT) FOR WATER LINES, AS CREATED BY THE WATER LINE EASMENT AGREEMENT AND CONSENTS DATED SEPTEMBER 30, 1989 AND RECORDED NOVEMBER 9, 1989 AS DOCUMENT NO. 89534482 MADE BY AND BETWEEN AMERICAN NATIONAL BANK

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AND TRUST COMPANY OF CHICAGO, TRUST NO. 102624-00, AND SAID BANK, TRUST NO. 67628, AND THE FIRST AMENDMENT TO WATER LINE EASEMENT AGREEMENT RECORDED JANUARY 22, 1990 AS DOCUMENT NO. 90032066 BY SAID BANK, TRUST NO. 102624-00 AND 67628, OVER THOSE PARTS OF PARCEL 1 DESCRIBED IN EXHIBIT 3 AND 7 AND DEPICTED ON EXHIBIT 4 TO SAID DECLARATION AS WATER LINE EASEMENTS NO. 1 AND 2.

PARCEL 11:

EASEMENT FOR THE BENEFIT OF PARCEL 3 AND 4 (TAKEN AS A TRACT) FOR PEDESTRAIN AND VEHICULAR ACCESS FROM CICERO AVENUE, AS CREATED BY THE ACCESS EASEMENT AGREEMENT DATED JANUARY 18, 1990 AND RECORDED JANUARY 24, 1990 AS DOCUMENT NO. 90039220 MADE BY AND BETWEEN C.M. COMPLEX JOINT VENTURE AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUST NO. 67628, OVER THE PREMISES DESCRIBED IN EXHIBIT F TO THE AGREEMENT.

COMMONLY KNOWN AS:

4601-4779 WEST CERMAK ROAD, CICERO, ILLINOIS
2201-2337 SOUTH CICERO AVENUE, CICERO, ILLINOIS

PIN NOS.:

- 16-27-100-015-0000
- 16-27-100-016-0000
- 16-27-100-017-0000
- 16-27-100-018-0000
- 16-27-100-019-0000
- 16-27-100-020-0000
- 16-27-100-021-0000
- 16-27-100-022-0000
- 16-27-100-023-0000
- 16-27-100-024-0000
- 16-27-100-025-0000

Prepared by: Lory John Silver

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