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SUBORDINATION, NON-DISTURANCE AND  
ATTACHMENT AGREEMENT

Prepared by + mail to:  
JEFFREY JAMES  
SKY FATH SHAW LLP  
131 S. DEARBORN ST, STE 2000  
CHGO, ILL 60607

Box 400-CTCC

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## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENMENT AGREEMENT (the "Agreement") is made as of October 6, 2006, between UNITED AIR LINES, INC. a Delaware corporation ("Tenant"), 77 WEST WACKER DRIVE, L.L.C., a Delaware limited liability company ("Landlord" or "Borrower"), and LaSalle Bank National Association, as Trustee, in trust for the registered holders of Merrill Lynch Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2003-KEY1, its successors and/or assigns (hereinafter "Lender").

### Recitals of Fact

A. Tenant is the tenant under a lease dated October 6, 2006 (the "Lease") by and between Tenant, as lessee, and Landlord, as lessor, for certain premises more particularly described in the Lease (the "Premises") located on the property legally described on Exhibit "A" (the "Property").

B. Lender is the owner and holder of a loan made by Merrill Lynch Mortgage Lending, a Delaware Corp., a Inc. (the "Loan") to Borrower, which is evidenced by a Promissory Note (the "Note") from Borrower to Lender and secured in part by a first deed of trust, mortgage, or deed to secure debt (which is herein called the "Security Instrument"). The Security Instrument, the Note and all other documents and instruments evidencing and/or securing the Note or now or hereafter executed by Borrower or others in connection with or related to the Loan including any assignments of leases and rents, other assignments, security agreements, financing statements, guaranties, indemnity agreements (including environmental indemnity agreements), letters of credit, or escrow/holdback arrangements, together with all amendments, modifications, substitutions or replacements thereof, are sometimes herein collectively referred to as the "Loan Documents".

C. Lender, Landlord and Tenant desire to enter into this Agreement to establish certain rights, safeguards and obligations with respect to their interests and provide further for various contingencies as hereinafter set forth.

### Agreement

In consideration of the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, agree and covenant as follows:

1. **Warranties and Representations.** Tenant represents and warrants to Lender and Landlord that (a) the Lease is in full force and effect, (b) Tenant is not in default thereunder, past any permitted grace or cure period in the Lease, (c) to Tenant's knowledge, Landlord is not in default thereunder, past any permitted grace or cure period in the Lease, and (d) Tenant has not

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previously subordinated the Lease to any other security instrument or lien on the Property. Landlord represents to Tenant and Lender that (a) the Lease is in full force and effect, (b) Landlord is not in default thereunder, past any permitted grace or cure period in the Lease, and (c) to Landlord's knowledge, Tenant is not in default thereunder, past any permitted grace or cure period in the Lease.

2. **Subordination.** Tenant hereby subordinates all of its right, title and interest in and to the leasehold estate created by the Lease to the lien of the Security Instrument and the other Loan Documents and to all present or future advances under the obligations secured thereby.

3. **Non-Disturbance.** Notwithstanding the subordination agreement contained above, Lender agrees that, so long as (i) the Lease remains in full force and effect (including the duration of any properly exercised extension or renewal provisions therein), (ii) Tenant is then in full compliance with the terms of the Lease, beyond any cure period provided therein, and (iii) Tenant is not then in default under this Agreement, then:

(a) Lender shall not diminish or interfere with Tenant's possession of the Premises, and Tenant's rights and privileges under the Lease shall not be diminished or be the subject of any interference by Lender; and

(b) Lender will not join Tenant as a party defendant in any action or proceeding to foreclose the Security Instrument or to enforce any rights or remedies of Lender under the Security Instrument which would terminate or extinguish the Lease or Tenant's leasehold interest in and estate under the Lease.

4. **Payment of Rent to Lender in Event of Default.** Tenant agrees (as likewise does the guarantor of the Lease [herein, "Guarantor"] so agree as evidenced by its execution of its Guaranty [herein so called] of the Lease with the form of this Agreement having been included or attached as part of the Lease) that in the event Borrower is in default under the Security Instrument or any other Loan Documents, and after Lender gives notice to Tenant (in the manner hereinafter provided) or to Guarantor, if applicable (at the notice address for Guarantor provided in the Lease and/or Guaranty), respecting such default, then Tenant (or Guarantor, as applicable) shall thereafter pay directly to Lender all rentals and all other payments to be made by Tenant under the Lease. No proof of default shall be required. Tenant and Guarantor and each of them is hereby irrevocably authorized by Borrower and Lender to rely upon and comply with any notice or demand by the Lender for the payment to the Lender of any rental or other amounts which may be or become due under the Lease, or for the performance of any obligations under the Lease. Borrower irrevocably agrees that Tenant and Guarantor shall not be liable to Borrower or any person claiming under Borrower, for making any payment or rendering any performance to Lender. Tenant and Guarantor shall have no obligation or right to inquire whether any default has actually occurred or is then existing. By its execution of this Agreement, Borrower irrevocably makes and delivers the above instructions.

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## 5. **Attornment to Subsequent Owners.**

(a) If Lender or its nominee or designee succeeds to the rights of Landlord under the Lease through possession or foreclosure action, delivery of a deed in lieu of foreclosure or otherwise, or if another person or entity purchases the Property upon or following foreclosure or otherwise (hereinafter collectively the “**New Landlord**”), Tenant shall attorn to and recognize the New Landlord as Tenant’s landlord under the Lease and shall promptly execute and deliver any instrument that the New Landlord may reasonably request to evidence such attornment. Upon such transfer of interest to the New Landlord, the Lease shall continue in full force and effect as a direct lease between the New Landlord and Tenant (and also between New Landlord as the beneficiary of the Guaranty, and Guarantor, with Guarantor’s agreement herewith being evidenced by Guarantor’s guaranteeing the Lease with the form of this Agreement having been included or attached as part of the Lease) upon all terms, conditions, and covenants as are set forth in the Lease (and in the Guaranty).

(b) Notwithstanding the foregoing subsection, in such event the New Landlord shall not in any event be liable for any of the following:

(i) any previous act or omission of Landlord or any prior landlord under the Lease occurring prior to New Landlord obtaining possession or title to the Property, except for repair and maintenance obligations of a continuing nature imposed on the Landlord under the express provisions of the Lease;

(ii) any defense or counterclaim which has previously accrued to Tenant against Landlord, which arises prior to the date New Landlord obtains possession or title to the property, but Tenant does not waive any ongoing set-off rights which it may be entitled to under the Lease, including, without limitation, set-off rights for Landlord’s failure to timely pay the Allowance and any rights Tenant may have to disbursement of any portion of the Allowance previously deposited in a construction escrow for the benefit of Tenant;

(iii) The performance or observance of any amendment or modification to the Lease made in violation of Section 6(a) below, or of any amendment or modification to the Guaranty;

(iv) any prepayment of rent or additional rent for more than one (1) month which Tenant might have paid to Landlord, unless previously approved in writing by Lender; or

(v) the return of any security deposit made under the Lease, unless the security deposit has been paid to New Landlord.

The foregoing provisions of this clause (b), shall not be applicable to any New Landlord which is an Affiliate or Landlord Successor. A Landlord Affiliate means a person or entity that directly or indirectly (i.e., through one or more intermediaries) controls, is controlled by, or

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together with the Landlord is subject to common control (control, for purposes hereof, to mean the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract, or otherwise) and a Landlord Successor means any person or entity which merges with, is acquired by or acquires Landlord.

6. **Lease Modifications.** Tenant agrees that, without the prior written consent of Lender, Tenant shall not: (a) materially amend or modify the Lease, provided, however, that the foregoing shall not prohibit Tenant from exercising any of its rights or remedies under the Lease or any of its options granted under the Lease; (b) make any prepayments of any rent or additional rent in excess of one (1) month; except that prepayments of rent constituting or comprised in a Lease termination or contraction payment made by Tenant if and as allowed to Tenant under the Lease shall be permitted, provided that Landlord and Lender both agree, as between Landlord and Lender, which agreement may be modified by Landlord and Lender without the agreement or consent of Tenant, that any such termination or contraction payment(s) that exceed the equivalent of one month's Lease Rent in force at the time of (meaning just prior to) the Lease's termination or contraction that gave rise to the termination or contraction payment(s) shall be, first, deposited into Landlord and Lender's leasing escrow in an amount not to exceed funds previously drawn from such escrow on account of the Lease (or, in the case of a contraction, in an amount not to exceed the portion thereof allocable to the contracted space), second, paid to Landlord in reimbursement of its leasing costs not funded out of such escrow on account of the Lease (or, in the case of a contraction, in an amount not to exceed the portion thereof allocable to the contracted space), and the balance, if any, deposited into Landlord and Lender's leasing escrow to be used in accordance with and adherence to the terms of the leasing escrow in the applicable Loan Document(s); provided that if Borrower is in default under the Security Instrument or any other Loan Documents at the time of the Lease termination payment or contraction payment, the entire termination payment or contraction payment, as applicable, shall be payable over to Lender in accordance with the provisions of Section 4 above to be held and/or applied by Lender in accordance with Lender's rights and remedies under the Loan Documents, or if instead received by Borrower shall be forwarded to Lender for such [Loan default] holding and/or application by Lender, prior to which payment over to Lender the funds shall be held in trust by Borrower for Lender's benefit as collateral for the Loan; or (c) subordinate or permit the subordination of the Lease to any lien subordinate to the Security Instrument.

7. **Notice of Default; Opportunity to Cure.** Tenant agrees that prior to exercising any of its rights and remedies under the Lease in the event of any default by Landlord thereunder, including any rights of termination, offset, defense or self-help provisions contained in the Lease, Tenant shall give written notice to Lender of the occurrence of default by Landlord and Landlord's failure to cure such default pursuant to the terms of the Lease, specifying, with reasonable clarity, the events constituting such default. In the event of a monetary default, Tenant shall give Lender ten (10) calendar days after the date of receipt of such notice to cure such monetary default. In the event of a non-monetary default, Tenant shall give Lender a cure period equal to the longer of (i) 20 days after the cure period provided to Landlord under the Lease; (ii) 20 days after Lender's receipt of Tenant's notice to Lender of a Landlord default, or (iii) if the cure of such default requires possession of the Property, 30 days after Lender has obtained possession of the Property; provided that in each case, if such default cannot reasonably be cured within such cure period and Lender has diligently commenced to cure such default



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within the time contemplated by this Section 7, such cure period shall be extended for so long as necessary for Lender, in the exercise of due diligence, to cure such default; provided further, however, that in each case, if such default by Landlord materially interferes with the conduct of Tenant's business or threatens imminent danger to persons or property, Tenant shall only be obligated to provide such notice and cure to Lender as is practicable under the circumstances. Tenant acknowledges that Lender is not obligated to cure any Landlord default, but if Lender elects to do so, Tenant agrees to accept cure by Lender as that of Landlord under the Lease and will not exercise any right or remedy under the Lease for a Landlord default. Performance rendered by Lender on Landlord's behalf is without prejudice to Lender's rights against Landlord under the Security Instrument or any other documents executed by Landlord in favor of Lender in connection with the Loan.

8. **Notices.** Any notice required or permitted to be given hereunder must be in writing and given (a) by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; (b) by delivering the same in person to such party; (c) by transmitting a facsimile copy to the correct facsimile phone number of the intended recipient; or (d) by depositing the same into the custody of a nationally recognized overnight delivery service addressed to the party to be notified. All notices shall be effective upon receipt, or upon attempted delivery where delivery is refused or mail is unclaimed. For purposes of notice, the addresses of the parties shall be as follows:

If to Lender, to: LaSalle Bank National Association, as Trustee, in trust for  
the registered holders of Merrill Lynch Mortgage Trust,  
Commercial Mortgage Pass-Through Certificates, Series  
2003-KEY1  
c/o KeyCorp Real Estate Capital Markets, Inc.  
911 Main Street  
Suite #1500  
Kansas City, Missouri 64105  
(816)221-8848 (facsimile)

with a copy to: Daniel Flanigan, Esq.  
Polsinelli Shalton Welte Suelthaus, PC  
700 W. 47<sup>th</sup> Street  
Suite 1000  
Kansas City, Missouri 64112  
(816) 753-1536 (facsimile)

If to Borrower, to: 77 West Wacker Drive, L.L.C.  
c/o Prime Group Realty, L.P.  
77 West Wacker Drive, Suite 3900  
Chicago, Illinois 60601  
Attention: Jeffrey A. Patterson

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with a copy to: Prime Group Realty, L.P.  
77 West Wacker Drive, Suite 3900  
Chicago, Illinois 60601  
Attention: James F. Hoffman, Esq.

with a copy to: Prime Group Realty, L.P.  
77 West Wacker Drive, Suite 3900  
Chicago, Illinois 60601  
Attention: Property Manager

If to Tenant, to: United Air Lines, Inc.  
1200 East Algonquin Road  
Elk Grove Township, Illinois 60007  
Attention: Vice President of Corporate Real Estate

with a copy to: United Air Lines, Inc.  
1200 East Algonquin Road  
Elk Grove Township, Illinois 60007  
Attention: General Counsel

From time to time either party may designate another or additional addresses for all purposes of this Agreement by giving the other party no less than ten (10) days' advance notice of such change of address in accordance with the notice provisions hereof.

9. **Notice Under Lease.** If the Lease entitles Tenant to notice of the existence of any Security Instrument and the identity of any lender, this Agreement shall constitute such notice to Tenant with respect to the Security Instrument and this Lender, (and only this Lender), including as to (but not necessarily limited to) Sections 9.B (with respect to Tenant's duty to name Lender on Tenant's insurance) and 15.H (regarding Tenant's giving notice to Lender of Landlord defaults).

10. **Limitation of Liability.** Lender shall not, by virtue of this Agreement, the Security Instrument or any other instrument to which Lender may be a party, be or become subject to any liability or obligation to Tenant under the Lease or otherwise, unless specifically set forth herein. Tenant shall have no obligation or liability in respect to any agreement made solely between Lender and Landlord (including, without limitation, the agreement made pursuant to Clause (b) of Section 6 of this Agreement but in that regard subject to Tenant's and Guarantor's potential obligation to pay funds to Lender under Section 4 of this Agreement as contemplated in Section 6), or for any breach or violation of any such agreement.

11. **Miscellaneous.** This Agreement may not be modified or terminated orally. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, representatives, successors and assigns. The term "**Lender**" shall mean the holder of any interest in the Security Instrument, from time to time. The term "**Landlord**" or "**Borrower**" shall mean the holder of the lessor's interest in the Lease, from time to time. The term "**person**" shall mean any individual, joint venture, corporation, partnership, trust, unincorporated

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association or other entity. Any inconsistency between the Lease and the provisions of this Agreement shall be resolved in favor of this Agreement.

12. **Waivers.** BORROWER, TENANT AND LENDER EACH HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, THE SECURITY INSTRUMENT OR THE OTHER LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER, TENANT AND LENDER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH RIGHT TO TRIAL BY JURY WOULD OTHERWISE ACCRUE. BORROWER, TENANT AND LENDER EACH ARE HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY EACH OTHER.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located.

[Remainder of page is blank; signatures appear on next page.]



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as the day and year first stated above.

**Tenant:**

**UNITED AIR LINES, INC.**, a Delaware corporation

By: [Signature]

Name: Frederick Brace

Title: Executive Vice President & Chief Financial Officer

**Borrower:**

**77 WEST WACKER DRIVE, L.L.C.**, a Delaware limited liability company

By: Prime Group Realty, L.P., a Delaware limited liability partnership, its Administrative Member

By: Prime Group Realty Trust, a Maryland real estate investment trust, its Managing General Partner

By: [Signature]

Name: Jeffrey A. Patterson

Its: President and Chief Executive Officer

**Lender:**

**LaSalle Bank National Association, as Trustee, in trust for the registered holders of Merrill Lynch Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2003-KEY1**

By: KeyCorp Real Estate Capital Markets, Inc., an Ohio corporation, as Authorized Agent

By: [Signature]

Name: LISA S. McGLASTON

Its: VICE PRESIDENT

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STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

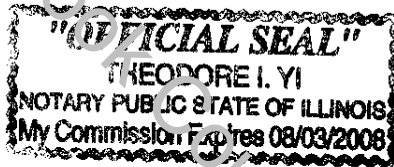
On this 14th day of September, 2006, before me, appeared Frederick Brna to me personally known, who being by me duly sworn, did say that s/he is the EVPCFO United Air Lines, Inc., a Delaware corporation, and that the said instrument was signed on behalf of said corporation by authority of its board of directors, and said EVPCFO, acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

*Theodore I. Yi*  
Notary Public in and for  
said County and State

Print Notary's Name: Theodore I. Yi

My Commission Expires:  
8/31/08

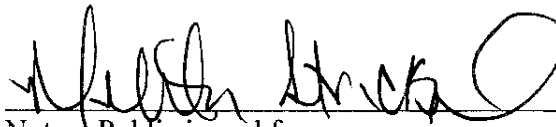


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STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

On this 6<sup>th</sup> day of October, 2006, before me, appeared Jeffrey Patterson to me personally known, who being by me duly sworn, did say that s/he is the Pres./CEO of Prime Group Realty Trust, a Maryland real estate investment trust, as Managing General Partner of Prime Realty, L.P., a Delaware limited liability partnership, as Administrative Member of 77 West Wacker Drive, L.L.C., a Delaware limited liability company, and that the said instrument was signed on behalf of said trust by authority of its \_\_\_\_\_, and said President/CEO, acknowledged said instrument to be the free act and deed of said trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.



Notary Public in and for  
said County and State

Print Notary's Name: MELITA STRICKLAND

My Commission Expires:

5-4-09





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## EXHIBIT A

### LEGAL DESCRIPTION OF LAND

- Parcel 1: Lot 3 (Except the East 20.50 feet thereof) together with the North 1.00 foot of the original 18.00 foot alley lying South of and adjoining the South line of said Lot 3, in Block 17 in the original Town of Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;
- and
- Lots 1 to 9, both inclusive, in the subdivision of Lot 4 together with the North 1.50 feet of the original 18.00 foot alley lying South of and adjoining the South line of said subdivision of Lot 4, in Block 17 in the original Town of Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
- Parcel 2: That part of the West 1/2 of North Garvey Court (said North Garvey Court being the West 1/2 of Lot 2, and the East 20.50 feet of Lot 3, together with the North 1.00 foot of the original 18.00 foot alley lying South of and adjoining the South line of the aforesaid parts of Lots 2 and 3, the South line of said 1.00 foot strip being the North line of West Haddock Place as established by ordinance passed September 17, 1852) lying above an inclined plane having an elevation of +17.26 feet above Chicago City Datum measured along the North line of Block 17, and having an elevation of +21.23 feet above Chicago City Datum measured along the North line of West Haddock Place, all in Block 17, (as vacated by the City of Chicago in an ordinance passed March 21, 1990 and recorded April 11, 1990 as Document 90164868), in the original Town of Chicago, in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
- Parcel 3: Easement created by Document 90164870 and amended by Document 91096330 with respect to that part of the East 1/2 of North Garvey Court (said North Garvey Court being the West 1/2 of Lot 2, and the East 20.50 feet of Lot 3, together with the North 1.00 foot of the original 18.00 foot alley lying South of and adjoining the South line of the aforesaid parts of Lots 2 and 3, the South line of said 1.00 foot strip being the North line of West Haddock Place as established by ordinance passed September 17, 1852); lying above an inclined plane having an elevation of +17.26 feet above Chicago City Datum measured along the North line of said Block 17, and having an elevation of +21.23 feet above Chicago City Datum measured along the North line of West Haddock Place, and lying below an inclined plane having an elevation of +47.26 feet above Chicago City Datum measured along the North line of said Block 17, and having an elevation of +51.23 feet above Chicago City Datum

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measured along the North line of West Haddock Place, all in Block 17, in the original Town of Chicago, in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4: That part of West Haddock Place as established by ordinance passed September 17, 1852, together with the South 1.50 feet of the original 18.00 foot alley lying North of and adjoining the North line of Lot 1 in the Assessor's Division of Lot 5 in Block 17; also, the South 1.00 foot of said original 18.00 foot alley lying North of and adjoining the North line of Lot 6 in Block 17, all taken as one tract, lying West of the Southerly extension of the West line of the East 20.50 feet of Lot 3 in said Block 17, and lying East of the West line of Block 17, and its extensions, (as vacated by the City of Chicago in an ordinance passed March 21, 1990 and recorded April 11, 1990 as Document 90164868), in the original Town of Chicago, in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5: Easement created by Document 90164870 and amended by Document 91096330 with respect to that part of West Haddock Place as established by ordinance passed September 17, 1852, together with the South 1.00 foot of the original 18.00 foot alley lying North of and adjoining the North line of the West 1/2 of Lot 7 and the North line of the East 20.50 feet of Lot 6, all taken as one tract lying East of the Southerly extension of the West line of the East 20.50 feet of Lot 3, in Block 17, in the original Town of Chicago, lying West of the Southerly extension of East line of the West 1/2 of Lot 2 in said Lot 17, lying above an inclined plane, having an elevation of +21.23 feet above the Chicago City Datum, measured along the North Line of West Haddock Place aforesaid, and having an elevation of +21.72 feet above Chicago City Datum, measured along the south line of the original 18 foot alley aforesaid, and lying below an inclined plane, having an elevation of +71.23 feet above Chicago City Datum, measured along the North line of West Haddock Place aforesaid, and having an elevation of +72.72 feet above Chicago City Datum, measured along the South line of the original 18.00 foot alley aforesaid, all in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 6: Easement with respect to that part of Garvey Court depicted in Exhibit "B" of the grant of easement recorded as Document 90164870, as amended by Document 91096330.

Tax #s

17-09-421-006  
 17-09-421-007  
 17-09-421-008  
 17-09-421-012  
 17-09-421-013  
 17-09-421-014

Address of party  
 77 W. WACKER DR  
 CHGO, IL