3 211423

UNOFFICIAL COPY



Doc#: 0731239089 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 11/08/2007 10:15 AM Pg: 1 of 11

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

0731239089 Page: 2 of 11

(3) 211423 UNOFFICIAL COPY

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION NON-DISTARBANCE AND ATTORNMENT	AGREEMENT (the
THIS SUBORDINATION NON-DISTURBANCE AND ATTORNMENT "Agreement") is made as of the day with the state of the day with the day with the state of the day with the da	2006, by and between
BEAR, STEARNS COMMERCIAL MORTGAGE, INC., having an address at 33	83 Madison Avenue
New York, New York 10179 ("Lender") and OCB RESTAURANT COMPANY	'. LLC. a Minnesota
limited liability company, having an address at 1460 Buffet Way, Eagan, MN 55121 ("Tenant").

RECITALS:

- A. Tenant is the holder of a leasehold estate in a portion of the property known as Lincoln Village, 1-cared at 6075-6201 N. Lincoln Avenue, Chicago, Illinois, as more particularly described on Schedule A (the "Property") under and pursuant to the provisions of a certain lease dated August 26, 1991 (as and diffied, amended and/or supplemented through the date hereof, collectively, the "Lease") currently by and between Tenant and BGP Lincoln Village, LLC ("Original Landlord");
- B. Origina' Landlord's interest as landlord in the Lease will be assigned to Inland American Chicago Lincoln, I L.C., a Delaware limited liability company or its assignee or nominee ("Landlord");
- C. The Property is or is to be encumbered by one or more mortgages, deeds of trust, deeds to secure debt or similar security agreements (collectively, the "Security Instrument") in favor of or to be assigned to Lender; and
- D. Tenant has agreed to subordinate the Lease to the lien and interest created by the Security Instrument and Lender has agreed to grant non-distriptance to Tenant under the Lease on the terms and conditions hereinafter set forth.

AGREEMENT.

NOW, THEREFORE, the parties hereto mutually agree as relicies:

- 1. <u>Subordination</u>. The Lease shall be subject and subordinate in all respects to the lien of the Security Instrument, to any and all advances to be made thereunder and to all renewals, modifications, consolidations, replacements and extensions thereof
- Nondisturbance. So long as Tenant pays all rents and other charges as specified in the Lease and is not otherwise in default beyond applicable notice and cure periods) of any of the obligations and covenants pursuant to the Lease, Lender agrees for itself and its successors in interest and for any purchaser of the Property upon a foreclosure of the Security Instrument, that Tenant's possession of the premises as described in the Lease and Tenant's rights and privileges under the Lease shall not be terminated, cancelled or in any way disturbed, diminished or interfered with by the Lender during the term of this Lease and any extension or renewal thereof, whether or not the Security Instrument is in default and whether or not Lender acquires Landlord's interest in the Lease by foreclosure or deed in lieu of foreclosure, or otherwise. For purposes of this agreement, a "foreclosure" shall include (but not be limited to) a sheriffs or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Property and any other transfer of the Landlord's interest in the Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

KattenMuchinRosenman LLP 401 S. Tryon Street, Suite 2600 Charlotte, NC 28202 Attn: Daniel S. Huffenus, Esq.

Box 430

0731239089 Page: 3 of 11

UNOFFICIAL COPY

- 3. Attornment. Tenant agrees to attorn to, accept and recognize any person or entity which acquires the Property through a foreclosure (an "Acquiring Party") as the landlord under the Lease for the then remaining balance of the term of the Lease, and any extensions thereof as made pursuant to the Lease. The foregoing provision shall be self-operative and shall not require the execution of any further instrument or agreement by Tenant as a condition to its effectiveness. Tenant agrees, however, to execute and deliver, at any time and from time to time, upon the request of the Lender or any Acquiring Patty any reasonable instrument which may be necessary or appropriate to evidence such attornment.
- 4. <u>No Liability</u>. Notwithstanding anything to the contrary contained herein or in the Lease, it is specifically understood and agreed that neither the Lender, any receiver or any Acquiring Party shall be:
- (a) liable for any act, omission, negligence or default of any prior landlord (other than to cure defaults of a continuing nature with respect to the maintenance or repair of the demised premises or the Property); provided, however, that any Acquiring Party shall be liable and responsible for the performance of all covenants and obligations of landlord under the Lease accruing from and after the date that it takes title to the Property; or performance of all covenants and obligations of landlord under the Lease accruing from and after the date that it takes title to the Property; or
- (b) except as set forth in (a), above, liable for any failure of any prior landlord to construct any improvements;
- (c) subject to any offets, credits, claims or defenses which Tenant might have against any prior landlord, other than those effset, credit, claim or defense rights as may be provided in the Lease; or
- (d) bound by any rent or additional rent which is payable on a monthly basis and which Tenant might have paid for more than one (1) month in advance to any prior landlord; or
- (e) bound by any amendment or modification of the Lease which reduces the term of the Lease or the rental payable thereunder not consented to in writing by Lender, such consent not to be unreasonably withheld or unduly delayed;
- (f) be liable to Tenant hereunder or under the terms of the Lease beyond its interest in the Property.

Notwithstanding the foregoing, Tenant reserves its rights to any and all claims or causes of action against such prior landlord for prior losses or damages and against the successor landlord for all losses or damages arising from and after the date that such successor landlord takes title to the Property

5. Rent. Tenant has notice that the Lease and the rents and all other sums due thereunder have been assigned to Lender as security for the loan secured by the Security Instrument. In the event Lender notifies Tenant of the occurrence of a default under the Security Instrument and demands that Tenant pay its rents and all other sums due or to become due under the Lease directly to Lender, Tenant shall honor such demand and pay its rent and all other sums due under the Lease directly to Lender or as otherwise authorized in writing by Lender. Landlord hereby irrevocably authorizes Tenant to make the foregoing payments to Lender upon such notice and demand. Landlord and Lender further agree that any such payments shall be credited by both Lender and Landlord against Tenant's rental and other obligations under the Lease, regardless of whether Lender had the right to make such demand and regardless of any contrary demands which may be made by Landlord.

KattenMuchinRosenman LLP 401 S. Tryon Street, Suite 2600 Charlotte, NC 28202 Attn: Daniel S. Huffenus, Esq. 0731239089 Page: 4 of 11

UNOFFICIAL COPY

- 6. <u>Lender to Receive Notices</u>. Tenant shall notify Lender of any default by Landlord under the Lease which would entitle Tenant to cancel the Lease, and agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation thereof shall be effective unless Lender shall have received notice of default giving rise to such cancellation and shall have failed within sixty (60) days after receipt of such notice to cure such default, or if such default cannot be cured within sixty (60) days, shall have failed within sixty (60) days after receipt of such notice to commence and thereafter diligently pursue any action necessary to cure such default, which additional time shall in no event exceed ninety (90) days before Tenant is entitled to cancel the Lease.
- Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person with receipt acknowledged by the recipient thereof (ii) one (1) Business Day (hereinafter defined) after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or cart field mail, postage prepaid, return receipt requested, addressed to The receiving party at its address set for a bove, and:

if to Tenant, to

1450 Buffet Way

Eagan, MN 55121

the attention of:

Real Esple Officer, and

if to Lender:

383 Madison Avenue

New York, New York 10179

to the attention of:

J. Christopher Hoefr

if to Landlord:

Inland Real Estate, Inc

2901 Butterfield Rd

to the attention of:

Cak Brook 1/2 60523 Robert H. Baum

or addressed as such party may from time to time designate by written notice to the other parties. For purposes of this Paragraph 7, the term "Business Day" shall mean any day other than Saturday, Sunday or any other day on which banks are required or authorized to close in New York.

Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

- 8. <u>Successors</u>. The obligations and rights of the parties pursuant to this Agreement shall bind and inure to the benefit of the successors, assigns, sublessees, heirs and legal representatives of the respective parties.
- 9. <u>Duplicate Originals: Counterparts</u>. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.
- 10. <u>Transfer of Loan/Servicing</u>. Lender may sell, transfer and deliver the Note and assign the Security Instrument, this Agreement and the other documents executed in connection therewith to one or more Investors (as defined in the Security Instrument) in the secondary mortgage market or otherwise.

0731239089 Page: 5 of 11

INOFFICIAL COPY

Lender may also retain or assign responsibility for servicing the loan evidenced by the Note, or may delegate some or all of such responsibility and/or obligations to a servicer including, but not limited to, any subservicer or master servicer, on behalf of the Investors. All references to Lender herein shall refer to and include any such servicer to the extent applicable. Lender may disclose the terms of this Agreement, the identity of Tenant or any principal of Tenant to any Investor or potential Investor, provided that Lender and such parties shall consider and treat said information as confidential.

LENDER:

BEAR, STEARNS COMMERCIAL MORTGAGE, INC., a New York corporation

Michael A. Forastiere

Title:

Managing Director

O COPY OF TENANT:

OCB RESTAURANT COMPANY, LLC. a Minnesota limited liability company

H. Thomas Mitchell Name:

Title: Secretary

The undersigned as the Landlord named in the Recitals or as successor thereto hereby accorts and agrees to be bound by the provisions of Paragraph 5 herect.

INLAND AMERICAN CHICAGO LINCOLN, L.L.C., a Delaware limited liability company

By

Inland American Real Estate Trust, inc.,

a Maryland corporation

By:

Name: (I

Title: Treesure

KattenMuchinRosenman LLP 401 S. Tryon Street, Suite 2600 Charlotte, NC 28202

Attn: Daniel S. Huffenus, Esq.

0731239089 Page: 6 of 11

UNOFFICIAL COPY

STATE OF NEW YORK):ss.

COUNTY OF NEW YORK)

On this day of October, 2006, before me, the undersigned officer, personally appeared Michael A. Forastiere having an address at 383 Madison Avenue, New York, New York 10179, and personally known and acknowledged himself/herself themselves to me (or proved to me on the basis of satisfactory evident to be the Managing Director of BEAR STEARNS COMMERCIAL MORTGAGE, INC., (hereinafter, the "Corporation"), and that as such officer(s), being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself/herself/themselves in their authorized capacity at such office(s) as his free and voluntary act and deed and the free and voluntary act and deed of said Corporation.

IN WITNESS WHERE OF, I hereunto set my hand and official seal.

Notary Public NOTARY SEAL

ANDREA B. DRESHEH
Notary Public, State of New York
No. 01 DR4875347
Qualified in New York County
Certificate Filed in New York County
Commission Expires Nov. 3, 2005

0731239089 Page: 7 of 11

UNOFFICIAL COPY

STATE OF)		
County of		
Notary Public, personally anneared	, 2006, before me,, a	
known to me (or proved to me on the basis of sa	tisfactory evidence) to be the person(s) whose name(s)	
is/are subscribed to the within instrument and ackr	lowledged to me that he/she/they executed the same in	
person(s), or the entity upon behalf the person(s) ac	by his/her/their signature(s) on the instrument the	
WITNESS my hand and official seal.		
	Notary Public	
900	KattenMuchinRosenman LLP 401 S. Tryon Street, Suite 2600	
STATE OF MINNESOTA)	Charlotte, NC 28202	
County of Dakota ss.	Attn: Daniel S. Huffenus, Esq.	
On this 11 day of August, 2006, before m	e, Julie Hatfield, a Notary Public,	
personally appeared H. Thomas Mitchell personal	ally known to me (or proved to me on the basis of	
satisfactory evidence) to be the person(s) whose n	name(s) is/are subscribed to the within instrument and	
acknowledged to me that he/she/they executed the	same in his/her/their authorized capacity(ies) and that	
executed the within instrument.	person(s), or the entity upon behalf the person(s) acted,	
one with instanton.		
WITNESS my hand and official seal.	Duly Hatteel	
JULE HATFIELD	Nota y Public	
NOTARY PUBLIC - MINNESOTA MY COMMISSION EXPIRES 01/21/2010		
STATE OF III/VOIS	7.0	
) ss.	0.	
County of DADAGE)		
On this 22 day of August, Notary Public, personally appeared / Or		
known to me (or proved to me on the basis of sati	sfactory evidence) to be the person(s) whose name(s)	
is/are subscribed to the within instrument and acknowledge	owledged to me that he/she/they executed the same in	
his/her/their authorized capacity(ies), and that b	by his/her/their signature(s) on the instrument the	
person(s), or the entity upon behalf the person(s) act	ed, executed the within instrument.	
WITNESS my hand and official seal.	Du VI	
	Notary Public	
444.		

OFFICIAL SEAL LESLIE ROBELLY NOTARY PUBLIC : STATE OF ILLINGIS MY COMMISSION EXPIRES:04/75/08 0731239089 Page: 8 of 11

UNOFFICIAL COPY

EXHIBIT A

*** PARCEL 1:

THAT PART OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE RIGHT OF WAY OF THE SANITARY DISTRICT OF CHICAGO AND THE CENTER LINE OF LINCOLN AVENUE AS FORMERLY LOCATED, THENCE NORTHWESTERLY ALONG THE CENTER LINE OF LINCOLN AVENUE AS FORMERLY LOCATED 1200 FEET; THENCE NORTHEASTERLY ON A LINE AT RIGHT ANGLES TO SAID CENTER LINE OF LINCOLN AVENUE, 168.80 FEET; THENCE EAST 679.50 FEET TO SAID WEST LINE OF THE RIGHT OF WAY OF THE SANITARY DISTRICT OF CHICAGO, THENCE SOUTHERLY ALONG THE WEST LINE OF SAID RIGHT OF WAY 918.73 FEET TO THE POINT OF SEGINNING (EXCEPT THAT PART LYING SOUTHWESTERLY OF A LINE 83 FEET NORTHEASTERLY OF AND PARALLEL TO THE SOUTHERLY OR SOUTHWESTERLY LINE OF LINCOLN AVENUE AS FORMERLY LOCATED) AND EXCEPTING THAT PART OF THE PREMISES IN QUESTION DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIPTO AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF LINCOLN AVENUE AND THE CENTER LINE OF KIMBALL AVENUE EXTENDED NORTH, THENCE NORTHWESTERLY 20.90 FEET ALONG THE CENTER LINE OF LINCOLN AVENUE EXTENDED TO A POINT; THENCE NORTHEASTERLY 50 FEET ALONG A LINE FORMING AN ANGLE OF 90 DEGREES WITH THE LAST DESCRIBED COURSE, TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE, WHICH IS THE POINT OF BEGINNING; BEGINNING AT AFORESAID DESCRIBED POINT. THENCE NORTHEASTERLY 118.80 FEET ALONG A LINE FORMING AN ANGLE OF 90 DEGREES WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE TO A POINT; THENCE EASTERLY 93.56 FEET ALONG A LINE FORMING AN ANGLE OF 49 DEGREES 16 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE SAID LAST DESCRIBED COURSE TO A POINT; THENCE SOUTHWESTERLY 179.85 FEET ALONG A LINE FORMING AN ANGLE OF 130 DEGREES 44 MINUTES TO THE RIGHT WITH THE PROLONGATION OF SAID LAST DESCRIBED COURSE TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE; THENCE NORTHWESTERLY 70.90 FEET ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE TO THE POINT OF BEGINNING, AS CONDEMNED FOR KIMBALL AVENUE ON THE PETITION OF THE CITY OF CHICAGO FILED JULY 6, 1933, CASE B-271453, CIRCUIT COURT OF COOK COUNTY, ILLINOIS AND ALSO EXCEPT THAT PART CONVEYED BY DEED RECORDED AUGUST 3, 2001 AS DOCUMENT NUMBER 0010707219 TO THE PEOPLE OF THE STATE OF ILLINOIS - DEPARTMENT OF TRANSPORTATION - FOR HIGHWAY PURPOSES.

0731239089 Page: 9 of 11

UNOFFICIAL COPY

PARCEL 2:

EXHIBIT A

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED AND DEFINED IN AN EASEMENT AGREEMENT DATED JULY 16, 1984 AND RECORDED JANUARY 10, 1985 AS DOCUMENT 27402551, FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEASTERLY OF KIMBALL AVENUE (MCCORMICK BOULEVARD), NORTHEASTERLY OF THE CENTERLINE OF LINCOLN AVENUE AND WESTERLY OF THE WEST LINE OF THE SANITARY DISTRICT OF CHICAGO, DESCRIBED AS FOLLOWS: BEING A STRIP OF LAND 12 FEET WIDE AS MEASURED AT RIGHT ANGLES, LYING NORTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE WESTERLY LINE OF THE SANITARY DISTRICT OF CHICAGO 918.73 FEET NORTHWESTERLY OF THE CENTER LINE OF LINCOLN AVENUE; THENCE NORTH 90 DEGREES WEST 585.57 FEET TO A POINT OF TERMINATION OF THE SAID LINE ON THE EASTERLY LINE OF MCCORMICK BOULEVARD, 230.13 FEET NORTHERLY OF THE CENTER LINE OF LINCOLN AVENUE AS MEASURED ALONG THE EASTERLY LINE OF MCCORMICK BOULEVARD; AND BOUNDED ON THE EAST BY THE WEST LINE OF THE SANITARY DISTRICT OF CHICAGO AND ON THE WEST BY THE EASTERLY RIGHT OF WAY LINE OF MCCORMICK BOULEVARD, ALE IN COOK COUNTY, ILLINOIS.

PARCEL 3A:

THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.C. OF THE ALTA LEASEHOLD ENDORSEMENT ATTACHED HERETO), CREATED BY THAT CERTAIN LEASE AGREEMENT BY AND BETWEEN METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, AS LESSOR, AND EGP LINCOLN VILLAGE L.L.C., AS LESSEE, DATED MARCH 21, 2002, RECORDED AUGUST 15, 2003 AS DOCUMENT NUMBER 0322727118, AND ASSIGNED TO INLAND AMERICAN CHICAGO LINCOLN, L.L.C., BY ASSIGNMENT RECORDED OCTOBER 26, 2006 AS DOCUMENT MUMBER 0629939049, DEMISING AND LEASING FOR A TERM OF YEARS BEGINNING JANUARY 1, 2003 AND ENDING DECEMBER 31, 2063 THE FOLLOWING DESCRIBED PREMISES, TO WIT:

0731239089 Page: 10 of 11

UNOFFICIAL COPY

A PARCEL OF LAND LYING IN THE EAST HEATHER NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE HIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE AFORESAID NORTHEAST QUARTER AND THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE; THENCE NORTH 50 DEGREES 57 MINUTES 58 SECONDS WEST ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE 577.72 FEET TO A POINT, SAID POINT BEING 115.00 FEET NORTHWEST OF THE WESTERLY LINE (AS MEASURED ALONG LINCOLN AVENUE) OF THE NORTH SHORE CHANNEL; THENCE NORTH 07 DEGREES 29 MINUTES 25 SECONDS WEST 18.65 EZET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG A LINE BEARING NOR 1'H 07 DEGREES 29 MINUTES 25 SECONDS WEST BEING THE WESTERLY RIGHT OF WAY LINE OF THE NORTH SHORE CHANNEL A DISTANCE OF 825.03 FEET, BEING THE SOUTH LINE OF A CERTAIN EASEMENT FOR INGRESS AND EGRESS PER DOCUMENT NUMBER 27402551; OFFICE (DEED) NORTH 80 DEGREES 51 MINUTES 29 SECONDS EAST (MEAS.) NORTH 81 DEGREES 59 MINUTES 36 SECONDS EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 07 DECKEES 29 MINUTES 25 SECONDS EAST, A DISTANCE OF 338.96 FEET; THENCE NORTH 82 DEGREES 36 MINUTES 40 SECONDS EAST, A DISTANCE OF 87.42 FEET; THENCE SOUTH 06 DEGREES 53 MINUTES 14 SECONDS EAST, A DISTANCE OF 449.95 FEET; THENCE SOUTH 12 DEGREES 30 MINUTES 45 SECONDS WEST, A DISTANCE OF 22.73 FEET; THENCE SOUTH 60 DEGREES 02 MINUTES 30 SECONDS WEST, A DISTANCE OF 30.39 FEET; THENCE SOUTH 82 DEGREES 21 MINUTES 54 SECONDS WEST, A DISTANCE OF 62.96 FEET; THENCE SOUTH 69 DEGREES 11 MINUTES 24 SECONDS WEST, A DISTANCE OF 14.25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.***

PARCEL 3B:

THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.C. OF THE ALTA LEASEHOLD ENDORSEMENT ATTACHED HERETO), CREATED BY THE LEASE AGREEMENT EXECUTED BY METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, A MUNICIPAL CORPORATION, AS LESSON, AND BGP LINCOLN VILLAGE L.C., AS LESSEE, DATED MARCH 21, 2002, RECORDED AUGUST 15, 2003 AS DOCUMENT NUMBER 0322727118, AND ASSIGNED TO BGP LINCOLN VILLAGE I. L.L.C., LLC BY DOCUMENT RECORDED MAY 17, 2006 AS DOCUMENT NUMBER 06137.04 82 AND ASSIGNED TO INLAND AMERICAN CHICAGO LINCOLN II, L.L.C. BY DOCUMENT RECORDED OCTOBER 26, 2006 AS DOCUMENT NUMBER 0629939050, DEMISING AND LEASING FOR A TERM OF YEARS BEGINNING JANUARY 1, 2003 AND ENDING DECEMBER 31, 2063 THE FOLLOWING DESCRIBED PREMISES, TO WIT:

0731239089 Page: 11 of 11

UNOFFICIAL COPY

A PARCEL OF LAND LYING IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE AFORESAID NORTHEAST QUARTER AND THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE: THENCE NORTH 50 DEGREES 57 MINUTES 58 SECONDS WEST ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE, 577.72 FEET TO A POINT, SAID POINT BEING 115.00 FEET NORTHWEST OF THE WESTERLY LINE (AS MEASURED ALONG LINCOLN AVENUE) OF THE NORTH SHORE CHANNEL; THENCE NORTH 07 DEGREES 29 MINUTES 25 SECONDS WEST 843.68 FEET; THENCE (DEED) NORTH 80 DEGREES 51 MINUTES 29 SECONDS EAST (MEAS.) NORTH 81 DEGREES 59 MINUTES 36 SECONDS EAST, A DISTANCE OF 30.00 FEET. TO THE PLACE OF BEGINNING; THENCE CONTINUING (DEED) NORTH 80 DEGREES 51 MINUTES 29 SECONDS EAST, (MEAS.) NORTH 81 DEGREES 59 MINUTES 36 SECONDS EAST A DISTANCE OF 12000 FEET; THENCE (DEED) SOUTH 07 DEGREES 05 MINUTES 24 SECONDS EAST (MEAS.) SOUTH 08 DEGREES 44 MINUTES 24 SECONDS EAST. A DISTANCE OF 194.36 FEET; THENCE SOUTH 82 DEGREES 54 MINUTES 36 SECONDS WEST. A DISTANCE OF 3.93 FEET; THENCE SOUTH 07 DEGREES 05 MINUTES 20 SECONDS EAST, A DISTANCE OF 145.72 FEET; THENCE SOUTH 82 DEGREES 30 MINUTES 40 SECONDS WEST. A DISTANCE OF 113.69 FEET; THENCE NORTH 07 DEGREES 29 MINUTES 25 SECONDS WEST, A DISTANCE OF 338.96 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY. County Clark's Office ILLINOIS.***