

UNOFFICIAL COPY



Doc#: 0905839031 Fee: \$72.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/27/2009 11:48 AM Pg: 1 of 19

This document was prepared by and when recorded return to:
Paula Kaplan Berger, Esq.
Neal, Gerber & Eisenberg LLP
Two North LaSalle Street
Chicago, IL 60602

(The Above Space for Recorders Use Only)

SUBLEASE RECOGNITION AGREEMENT

THIS SUBLEASE RECOGNITION AGREEMENT ("Agreement") is made and entered into this 27th day of January 2009, by and among **NORTH & DAYTON, LLC**, successor to Tamarlin Investment Partnership, an Illinois limited liability company ("**Prime Landlord**"), **HOME DEPOT U.S.A., INC.**, a Delaware corporation ("**Home Depot**"), **NORTH DAYTON HOLDINGS, INC.**, an Illinois corporation ("**NDHI**"), **GROSSINGER CITY AUTOPLEX, INC.**, an Illinois corporation ("**Autoplex**"), and **GENERAL MOTORS CORPORATION**, a Delaware corporation ("**GM**").

RECITALS:

A. Prime Landlord, as lessor, and Home Depot, as lessee, entered into that certain Lease dated as of January 17, 2000, as amended by a First Amendment to Lease dated as of February 27, 2000, a Second Amendment to Lease dated as of March 27, 2000 and a Third Amendment to Lease dated as of October 23, 2007 (the lease, together with all written modifications thereto, is referred to as the "**Prime Lease**") for certain real property stated to consist of approximately 2.5 acres located in the City of Chicago, Cook County, Illinois, as more particularly described on **Exhibit A** attached hereto and made a part hereof (the "**Property**").

B. By a Sublease Agreement dated March 3, 2004, between Home Depot, as sublessor and Dakin Street Developers, L.L.C. ("**Dakin**"), as sublessee ("**Dakin Sublease**"), Dakin has, upon the terms and conditions therein set forth, subleased that portion of the Property stated to consist of approximately 0.345 acres and more particularly described on **Exhibit B** attached hereto and made a part hereof ("**Fifth Third Parcel**"), and by a Ground Sub-Sublease Agreement dated March [], 2004 between Dakin, as sub-sublessor, and Fifth Third Bank ("**Fifth Third**"), as sub-sublessee ("**Fifth Third Sub-Sublease**"), Fifth Third has sub-subleased the Fifth Third Parcel.

C. By a Sublease Agreement dated effective as of November 6, 2007 (as amended by that certain First Amendment to Sublease Agreement dated as of December 17, 2007, Second Amendment to Sublease Agreement dated as of January 15, 2008 and Third Amendment to Sublease Agreement dated as of March 7, 2008, collectively, the "**NDHI Sublease**"), by and between Home Depot, as sublessor, and NDHI, as sublessee, NDHI has, upon the terms and conditions therein set forth, subleased that portion of the Property stated to consist of

UNOFFICIAL COPY

approximately 2.398 acres and more particularly described on Exhibit C attached hereto and made a part hereof (the "**Sublease Property**").

D. By a Sublease Agreement dated as of September 5, 2008, effective for all purposes and respects as of May 1, 2008, by and between NDHI, as sublessor, and Autoplex, as sublessee ("**Autoplex Sublease**"), Autoplex has, upon the terms and conditions therein set forth, subleased a portion of the Sublease Property for the operation of a new Cadillac and Chevrolet sales and services facility ("**Dealership Premises**").

E. In connection with certain operational assistance and performance stipends being provided by GM to Autoplex, Autoplex has entered into an Exclusive Use Agreement, Option to Purchase Assets, and Option to Lease Real Estate dated as of September 8, 2008 ("**Exclusive Use Agreement**") with GM pursuant to which Autoplex has granted to GM or certain other persons or entities designated by GM (herein, and in the Exclusive Use Agreement, collectively, with GM, referred to as the "**Purchaser**") the right and option (the "**Option**") to take an assignment of, subject to the concurrent assumption of the obligations of the tenant under, the Autoplex Sublease upon the terms and conditions set forth in the Exclusive Use Agreement.

F. The parties desire to provide for an acknowledgement and recognition by Prime Landlord, Home Depot and NDHI of GM's rights under the Exclusive Use Agreement and the Purchaser's rights under the Autoplex Sublease in the event GM exercises the Option, all as herein set forth.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and covenant as follows:

1. **Prime Lease.** Prime Landlord represents and warrants to GM that: (i) the Prime Lease is in full force and effect and has not been amended, modified, extended or renewed, whether verbally or in writing, except as set forth above; (ii) there are no mortgages or deeds of trust encumbering the Property to which the Prime Lease is subordinate, except that certain mortgage dated May 2, 2002, in favor of The Northwestern Mutual Life Insurance Company securing an original principal indebtedness in the amount of \$16,000,000 ("**Northwestern Mutual Mortgage**"); (iii) no default on the part of (A) Prime Landlord or (B) to the actual knowledge of Prime Landlord, Home Depot exists which would give Prime Landlord the right to declare Home Depot in default under the Prime Lease; (iv) to the actual knowledge of Prime Landlord, as of the date hereof, no circumstances or state of facts exist which would give Prime Landlord the right to declare Home Depot in default under the Prime Lease; and (v) Prime Landlord has not sent any notice of default under the Prime Lease to Home Depot.

2. **NDHI Sublease.** Home Depot represents and warrants to GM that: (i) the NDHI Sublease is in full force and effect and, except as described in Recital C above, has not been amended, modified, extended or renewed, whether verbally or in writing; (ii) Home Depot has not granted any mortgages or deeds of trust encumbering the Sublease Property to which the NDHI Sublease is subordinate; (iii) no default on the part of (A) Home Depot or (B) to the actual knowledge of Home Depot, NDHI exists which would give Home Depot the right to declare NDHI in default under the NDHI Sublease; (iv) as of the date hereof, to the actual knowledge of

UNOFFICIAL COPY

Home Depot, no circumstances or state of facts exist which would give Home Depot the right to declare NDHI in default under the NDHI Sublease; and (v) Home Depot has not sent any notice of default under the NDHI Sublease to NDHI.

3. **Autoplex Sublease.** NDHI represents and warrants to GM that: (i) the Autoplex Sublease is in full force and effect and has not been amended, modified, extended or renewed, whether verbally or in writing; (ii) Autoplex has not granted any mortgages or deeds of trust encumbering the Dealership Premises to which the Autoplex Sublease is subordinate; (iii) no default on the part of NDHI or Autoplex exists which would give NDHI the right to declare Autoplex in default under the Autoplex Sublease; (iv) as of the date hereof, to the actual knowledge of NDHI, no circumstances or state of facts exist (including, without limitation, the execution of the Autoplex Sublease or, if GM exercises the Option, an assignment of the Autoplex Sublease to the Purchaser) which would give NDHI the right to declare Autoplex in default under the Autoplex Sublease; and (v) NDHI has not sent any notice of default under the Autoplex Sublease to Autoplex.

4. **Prime Landlord Agreements.** If GM exercises the Option and the Autoplex Sublease is assigned to the Purchaser:

(A) Notwithstanding anything to the contrary set forth in Exhibit B to the Prime Lease, Prime Landlord approves as a permitted use of the Dealership Premises, the use of the Dealership Premises for the sale and service of new and used vehicles, and ancillary related uses, e.g. car washing and detailing. Prime Landlord acknowledges that such use may entail the emission of noises or sounds that may be objectionable but are usual and customary in the operations of an automobile sales and service business.

(B) Prime Landlord agrees to make insurance proceeds and condemnation awards available for the restoration of the Sublease Property and as otherwise provided in the Prime Lease and the NDHI Sublease.

(C) Prime Landlord agrees to simultaneously give copies to Autoplex and GM of all notices sent to Home Depot under or pursuant to the Prime Lease; provided, however, that Prime Landlord's failure to give copies of such notices shall not constitute a breach of this Agreement unless and to the extent that GM shall have been prejudiced thereby.

5. **Non-Disturbance by Prime Landlord.** If GM exercises the Option and the Autoplex Sublease is assigned to the Purchaser:

(A) The parties to this Agreement recognize that there is a rent differential between the Base Rent paid by Home Depot under the Prime Lease and the Base Rent to be paid by the tenant under the Autoplex Sublease during the initial term of the Prime Lease and the Autoplex Sublease. As an inducement to Prime Landlord to make the covenants and agreements set forth in Section 4 above and in this Section 5, GM covenants and agrees that if the provisions of Section 5(C) below become operative, GM shall pay or cause to be paid to Prime Landlord, and Prime Landlord shall accept, as and when due, the difference between the Base Rent then due under the Prime Lease and the Base Rent then due under the Autoplex Sublease for the balance of the initial term of the Prime Lease and the Autoplex Sublease.

UNOFFICIAL COPY

(B) For so long as the Autoplex Sublease shall remain in full force and effect, and provided the Purchaser is not in default in the performance of the obligations on the tenant's part to be performed under the Autoplex Sublease (after written notice and the expiration of any applicable cure period), Prime Landlord shall not, in the exercise of any of the rights arising or which may arise out of the Prime Lease or of any instrument modifying or amending the same or entered into in substitution or replacement thereof, disturb or deprive GM or the Purchaser in, or of, its possession or its rights to possession of the Dealership Premises under the Exclusive Use Agreement or the Autoplex Sublease or of any interest, right or privilege granted to or inuring to the benefit of GM or the Purchaser under the Exclusive Use Agreement or the Autoplex Sublease.

(C) If, at any time prior to the expiration of the term of the Autoplex Sublease, the Prime Lease shall terminate or be terminated for any reason (except where termination is due to a default of the Purchaser under the Autoplex Sublease, after written notice and the expiration of the applicable cure period), so long as the Purchaser shall not be in default under the Autoplex Sublease beyond the applicable notice and cure periods, Prime Landlord does hereby covenant and agree as follows:

(i) The Purchaser's right of possession of the Dealership Premises and other rights arising out of the Autoplex Sublease and the estate created thereby shall not be affected or disturbed by the cancellation or termination of the Prime Lease or by the surrender thereof, whether voluntary or involuntary or by the operation of law, by reason of the exercise of Prime Landlord of any of its rights under the Prime Lease;

(ii) Neither GM nor the Purchaser shall be made a party in any removal or eviction action or proceeding nor shall GM or the Purchaser be evicted or removed of its possession or its right of possession be disturbed or in any way interfered with; and

(iii) the Autoplex Sublease shall continue in full force and effect in accordance with its terms in effect under the Autoplex Sublease immediately preceding the termination of the Prime Lease, as modified by the provisions of Section 4(A) of this Agreement.

6. Home Depot Agreements.

(A) Home Depot shall endeavor to simultaneously give copies to Autoplex and GM of all notices sent to NDHI under or pursuant to the NDHI Sublease; provided, however, that Home Depot's failure to give copies of such notices shall not constitute a breach of this Agreement or the NDHI Sublease.

(B) If GM exercises the Option and the Autoplex Sublease is assigned to the Purchaser, then for so long as the Autoplex Sublease shall remain in full force and effect, prior to the time, if any, that Home Depot is permitted by the NDHI Sublease to exercise any remedy or remedies in respect of NDHI's or its successor's or assignee's default thereunder, including, without limitation, the remedies specified in Sections 11.1(A), 11.1(B) or 11.1(C) of the NDHI Sublease (collectively, the "NDHI Sublease Default Remedies"), Home Depot shall not, in the exercise of any of the rights arising or which may arise out of the NDHI Sublease or of any instrument modifying or amending the same or entered into in substitution or replacement

UNOFFICIAL COPY

thereof, disturb or deprive GM or the Purchaser in, or of, its possession or its rights to possession of the Dealership Premises under the Exclusive Use Agreement or the Autoplex Sublease or of any interest, right or privilege granted to or inuring to the benefit of GM or the Purchaser under the Exclusive Use Agreement or the Autoplex Sublease; provided, however that as between Home Depot, on the one hand, and NDHI, Autoplex, GM and/or Purchaser, on the other, the terms of the Exclusive Use Agreement and the Autoplex Sublease shall be expressly subject to the terms of the NDHI Sublease.

7. **Successors and Assigns.** The obligations of Prime Landlord under this Agreement shall be its obligations only so long as it shall continue as the landlord under the Prime Lease, and such obligations shall bind any subsequent landlord or owner of the Property. The obligations of Home Depot under this Agreement shall be its obligations only so long as it shall continue as the tenant under the Prime Lease, and such obligations shall bind any subsequent tenant under the Prime Lease. The obligations of NDHI under this Agreement shall be its obligation only so long as it shall continue as tenant under the NDHI Sublease, and such obligations shall bind any subsequent tenant under the NDHI Sublease. The terms, covenants and conditions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

8. **No Waiver.**

(A) Nothing herein contained shall impair, modify or be deemed a waiver of any of Prime Landlord's rights under the Prime Lease. Except as expressly provided in this Agreement, the provisions of the Prime Lease shall remain in full force and effect in accordance with their terms and nothing set forth in this Agreement shall limit or expand the rights or obligations of Prime Landlord under the Prime Lease.

(B) Nothing herein contained shall impair, modify or be deemed a waiver of any of Home Depot's rights under the NDHI Sublease. The provisions of the NDHI Sublease shall remain in full force and effect in accordance with their terms and nothing set forth in this Agreement shall limit or expand the rights or obligations of Home Depot under the NDHI Sublease.

9. **Modifications.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

10. **Notices.** Whenever in this Agreement it shall be required or desired that notice or demand be given or served by either party hereto, such notice or demand shall be in writing and shall be given by United States certified or registered mail, postage prepaid, return receipt requested, or by messenger or overnight delivery, addressed to the party for whom it is intended at the following addresses:

If to Prime Landlord:

North & Dayton, LLC
1474 Techny Road
Northbrook, Illinois 60093
Attention: Gordon Segal

UNOFFICIAL COPY

If to Home Depot: Home Depot U.S.A., Inc.
2455 Paces Ferry Road, N.W.
Building C, 20th Floor
Atlanta, Georgia 30339
Attention: Legal – Senior Real Estate Counsel

With a copy to: Alston & Bird LLP
One Atlantic Center
1201 W. Peachtree Street
Atlanta, Georgia 30309
Attention: Randy H. Luffman, Esq.

If to NDM: North Dayton Holdings, Inc.
151 East Lake Cook Road
Palatine, Illinois 60074
Attention: Gary Grossinger

If to Autoplex: Grossinger City Autoplex, Inc.
151 East Lake Cook Road
Palatine, Illinois 60074
Attention: Gary Grossinger

With a copy to: Neal, Gerber & Eisenberg LLP
Two North LaSalle Street
Chicago, Illinois 60602
Attention: Ross D. Emmerman, Esq.

If to GM: General Motors Corporation
100 Renaissance Center
P.O. Box 100
Mail Code 482-A06-C96
Detroit, Michigan 48265
Attention: DNPI North Central Regional
Director

With a copy to: General Motors Corporation
GM Legal Staff
Mail Code 482-C23-D24
300 Renaissance Center
Detroit, Michigan 48265
Attention: M. Gordon Ing, Esq.

11. **Recording.** The parties hereto agree that this Agreement may be recorded in the public records of the county in which the Sublease Property is located.

UNOFFICIAL COPY

12. **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

13. **Governing Law.** It is agreed that the laws of the State of Illinois, the state in which the Sublease Property is located, shall govern the construction and interpretation of this Agreement and the rights and obligations set forth herein. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is adjudicated by a court of competent jurisdiction to be invalid, the validity of the remainder of this Agreement shall be construed as if such invalid part were never included herein. Time is of the essence of this Agreement.

14. **Prior Recognition Agreement.** Nothing set forth in this Agreement shall amend, modify or supersede any of the agreement between or among the parties hereto set forth in that certain Sublease Recognition Agreement dated February 7, 2008 by and between Prime Landlord, Home Depot and NDHI.

15. **NDHI Covenant.** NDHI will deliver to GM a copy of any notice of default received from Home Depot under the NDHI Sublease.

[Signatures appear on next page]

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

PRIME LANDLORD:

NORTH & DAYTON, LLC,
an Illinois limited liability company

By: [Signature]
Name: GOLDEN LEGAL
Its: Partners

HOME DEPOT:

HOME DEPOT U.S.A., INC.,
a Delaware corporation

By: _____
Name: _____
Its: _____

NDHI:

NORTH DAYTON HOLDINGS, INC.,
an Illinois corporation

By: _____
Gary Grossinger
President

AUTOPLEX:

GROSSINGER CITY AUTOPLEX, INC.,
an Illinois corporation

By: _____
Gary Grossinger
President

GM:

GENERAL MOTORS CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

PRIME LANDLORD:

NORTH & DAYTON, LLC,
an Illinois limited liability company

By: _____
Name: _____
Its: _____

HOME DEPOT:

HOME DEPOT U.S.A., INC.,
a Delaware corporation

By: _____
Name: **Brett D. Soloway**
Its: **Counsel**

(RD)

NDHI:

NORTH DAYTON HOLDINGS, INC.,
an Illinois corporation

By: _____
Gary Grossinger
President

AUTOPLEX:

GROSSINGER CITY AUTOPLEX, INC.,
an Illinois corporation

By: _____
Gary Grossinger
President

GM:

GENERAL MOTORS CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

PRIME LANDLORD:

NORTH & DAYTON, LLC,
an Illinois limited liability company

By: _____
Name: _____
Its: _____

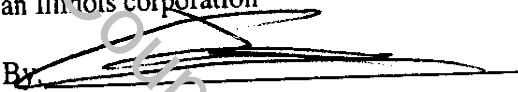
HOME DEPOT:

HOME DEPOT U.S.A., INC.,
a Delaware corporation

By: _____
Name: _____
Its: _____

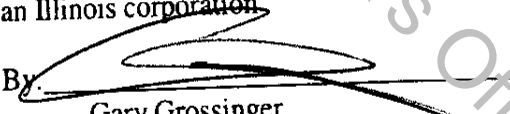
NDHI:

NORTH DAYTON HOLDINGS, INC.,
an Illinois corporation

By: 
Gary Grossinger
President

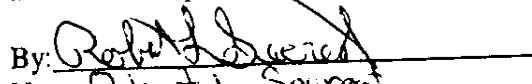
AUTOPLEX:

GROSSINGER CITY AUTOPLEX, INC.,
an Illinois corporation

By: 
Gary Grossinger
President

GM:

GENERAL MOTORS CORPORATION,
a Delaware corporation

By: 
Name: Robert L. Seures
Title: Manager - Strategic Operations - DNPT

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

PRIME LANDLORD:

NORTH & DAYTON, LLC,
an Illinois limited liability company

By: _____
Name: _____
Its: _____

HOME DEPOT:

HOME DEPOT U.S.A., INC.,
a Delaware corporation

By: _____
Name: _____
Its: _____

NDHI:

NORTH DAYTON HOLDINGS, INC.,
an Illinois corporation

By: _____
Gary Grossinger
President

AUTOPLEX:

GROSSINGER CITY AUTOPLEX, INC.,
an Illinois corporation

By: _____
Gary Grossinger
President

GM:

GENERAL MOTORS CORPORATION,
a Delaware corporation

By: Robert L. Secrest
Name: Robert L. Secrest
Title: Manager - Strategic Operations - DURI

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF Illinois)
)
COUNTY OF Cook) SS

BE IT REMEMBERED, that on the 29 day of January, 2009, before me, a Notary Public in and for said County, personally appeared Gordon I. Segal, the Partner of North & Dayton, LLC, an Illinois limited liability company, the Prime Landlord in the foregoing Agreement, who acknowledged that the signing thereof was the duly authorized act and deed on behalf of said limited liability company for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Nancy Ann Klaiber
Notary Public

My Commission Expires:
9/30/12



STATE OF _____)
)
COUNTY OF _____) SS

BE IT REMEMBERED, that on the _____ day of ^{February}~~January~~, 2009, before me, a Notary Public in and for said County, personally appeared _____, the _____ of Home Depot U.S.A., Inc., a Delaware corporation, who acknowledged that the signing thereof was the duly authorized act and deed on behalf of said corporation as said officer for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Notary Public

My Commission Expires:

UNOFFICIAL COPY

STATE OF _____)
) SS
COUNTY OF _____)

BE IT REMEMBERED, that on the _____ day of January, 2009, before me, a Notary Public in and for said County, personally appeared _____, the _____ of North & Dayton, LLC, an Illinois limited liability company, the Prime Landlord in the foregoing Agreement, who acknowledged that the signing thereof was the duly authorized act and deed on behalf of said limited liability company for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Notary Public

My Commission Expires:

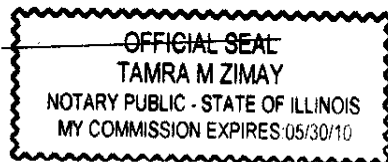
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

BE IT REMEMBERED, that on the 9 day of February, 2009, before me, a Notary Public in and for said County, personally appeared Brett Soloway, the Counsel of Home Depot U.S.A., Inc., a Delaware corporation, who acknowledged that the signing thereof was the duly authorized act and deed on behalf of said corporation as said officer for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Tamra M. Zimay
Notary Public

My Commission Expires:




UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Cook) SS

BE IT REMEMBERED, that on the 29th day of January, 2009, before me, a Notary Public in and for said County, personally appeared Gary Grossinger, the President of North Dayton Holdings, Inc., an Illinois corporation, who acknowledged that the signing thereof was the duly authorized act and deed on behalf of said corporation as said officer for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.



Notary Public

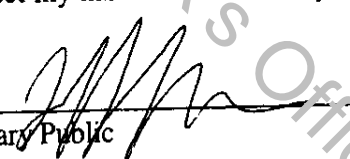
My Commission Expires:
9-22-2010



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

BE IT REMEMBERED, that on the 29th day of January, 2009, before me, a Notary Public in and for said County, personally appeared Gary Grossinger, the President of Grossinger City Autoplex, Inc, an Illinois corporation, who acknowledged that the signing thereof was the duly authorized act and deed on behalf of said corporation for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.



Notary Public

My Commission Expires:
9-22-2010



UNOFFICIAL COPY

STATE OF _____)
) SS
COUNTY OF _____)

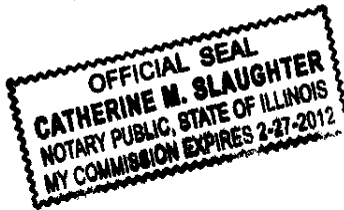
BE IT REMEMBERED, that on the 27th day of ^{February} ~~January~~, 2009, before me, a Notary Public in and for said County, personally appeared Robert L. Secrest, the Manager of General Motors Corporation, a Delaware corporation, who acknowledged that the signing thereof was the duly authorized act and deed on behalf of said corporation for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Catherine M. Slaughter
Notary Public

My Commission Expires:

2/27/2012



Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

LOTS 16 THROUGH 30 BOTH INCLUSIVE, IN BLOCK 40 IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND LOTS 1 THROUGH 9 BOTH INCLUSIVE, ALL IN BLOCK 44 IN JOHN YALE'S RESUBDIVISION OF BLOCK 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS, AND VACATED WEST WEED STREET LYING SOUTH OF THE SOUTH LINE OF LOTS 16 THROUGH 30, BOTH INCLUSIVE, IN BLOCK 40 LYING NORTH OF THE NORTH LINE OF LOTS 1 THROUGH 15 BOTH INCLUSIVE, IN BLOCK 44, EXCEPTING FROM THE AFORESAID VACATED WEST WEED STREET THAT PORTION THEREOF LYING EAST OF THE WEST LINE OF LOT 16 IN BLOCK 40 PROLONGATED SOUTHERLY TO THE NORTHWEST CORNER OF LOT 15 IN BLOCK 44, LYING WEST OF THE EAST LINE OF LOT 21 IN BLOCK 40 PROLONGATED SOUTHERLY OF THE NORTH EAST CORNER OF LOT 10 IN BLOCK 44, AND LYING SOUTH OF A LINE 14 FEET SOUTH AND PARALLEL WITH THE SOUTH LINE OF LOT 16 THROUGH 21 BOTH INCLUSIVE IN BLOCK 40 IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND THE EAST-WEST VACATED ALLEY, (EXCEPT THE WEST 145.22 FEET THEREOF) IN BLOCK 44 LYING SOUTH OF THE SOUTH LINE OF LOTS 1 THROUGH 15, BOTH INCLUSIVE AND LYING NORTH OF THE NORTH LINE OF LOTS 16 AND 26 AND THE NORTH LINE OF LOT 16 PROLONGATED EASTERLY TO THE NORTHWEST CORNER OF LOT 26, ALL IN BLOCK 44 IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, AND THE VACATED WEST ONE FOOT OF NORTH DAYTON STREET (INCLUDING THE INTERSECTION OF WEST WEED STREET AND WEST BLOCKHAWK STREET) LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 30 IN BLOCK 40, THE EAST LINE OF LOT 1 IN BLOCK 44, THE EAST LINE OF LOTS 26 THROUGH 35, BOTH INCLUSIVE IN BLOCK 44, THE EAST LINE OF LOT 30 IN BLOCK 40 PROLONGATED SOUTHERLY TO THE NORTHEAST CORNER OF LOT 1 IN BLOCK 44, THE EAST LINE OF LOT 1 IN BLOCK 44, PROLONGATED SOUTHERLY TO THE NORTHEAST CORNER OF LOT 26 IN BLOCK 44 AND THE EAST LINE OF LOT 35 IN BLOCK 44 PROLONGATED SOUTHERLY SIX INCHES IN JOHN YALE'S RESUBDIVISION OF BLOCK'S 38, 38, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

PARCEL 2:

LOTS 1, 2, 3 AND 4 IN BLOCK 40 IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 69,60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5. TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT B

LEGAL DESCRIPTION OF FIFTH THIRD PARCEL

LOTS 1, 2, 3 AND 4 IN BLOCK 40 IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-05-209-014

UNOFFICIAL COPY

EXHIBIT C

SUBLEASE PROPERTY

PARCEL 1:

LOTS 16 THROUGH 30 BOTH INCLUSIVE, IN BLOCK 40 IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND LOTS 1 THROUGH 9 BOTH INCLUSIVE, ALL IN BLOCK 44 IN JOHN YALE'S RESUBDIVISION OF BLOCK 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS, AND VACATED WEST WEED STREET LYING SOUTH OF THE SOUTH LINE OF LOTS 16 THROUGH 30, BOTH INCLUSIVE, IN BLOCK 40 LYING NORTH OF THE NORTH LINE OF LOTS 1 THROUGH 15 BOTH INCLUSIVE, IN BLOCK 44, EXCEPTING FROM THE AFORESAID VACATED WEST WEED STREET THAT PORTION THEREOF LYING EAST OF THE WEST LINE OF LOT 16 IN BLOCK 40 PROLONGATED SOUTHERLY TO THE NORTHWEST CORNER OF LOT 15 IN BLOCK 44, LYING WEST OF THE EAST LINE OF LOT 21 IN BLOCK 40 PROLONGATED SOUTHERLY OF THE NORTH EAST CORNER OF LOT 10 IN BLOCK 44, AND LYING SOUTH OF A LINE 14 FEET SOUTH AND PARALLEL WITH THE SOUTH LINE OF LOT 16 THROUGH 21 BOTH INCLUSIVE IN BLOCK 40 IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND THE EAST-WEST VACATED ALLEY, (EXCEPT THE WEST 145.22 FEET THEREOF) IN BLOCK 44 LYING SOUTH OF THE SOUTH LINE OF LOTS 1 THROUGH 15, BOTH INCLUSIVE AND LYING NORTH OF THE NORTH LINE OF LOTS 16 AND 26 AND THE NORTH LINE OF LOT 16 PROLONGATED EASTERLY TO THE NORTHWEST CORNER OF LOT 26, ALL IN BLOCK 44 IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, AND THE VACATED WEST ONE FOOT OF NORTH DAYTON STREET (INCLUDING THE INTERSECTION OF WEST WEED STREET AND WEST BLOCKHAWK STREET) LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 30 IN BLOCK 40, THE EAST LINE OF LOT 1 IN BLOCK 44, THE EAST LINE OF LOTS 26 THROUGH 35, BOTH INCLUSIVE IN BLOCK 44, THE EAST LINE OF LOT 30 IN BLOCK 40 PROLONGATED SOUTHERLY TO THE NORTHEAST CORNER OF LOT 1 IN BLOCK 44, THE EAST LINE OF LOT 1 IN BLOCK 44, PROLONGATED SOUTHERLY TO THE NORTHEAST CORNER OF LOT 26 IN BLOCK 44 AND THE EAST LINE OF LOT 35 IN BLOCK 44 PROLONGATED SOUTHERLY SIX INCHES IN JOHN YALE'S RESUBDIVISION OF BLOCK'S 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.