

Doc#: 0929633016 Fee: \$64.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 10/23/2009 08:55 AM Pg: 1 of 15

RECORDATION REQUESTED BY:

ASSOCIATED BANK, N.A.,
as Administrative Agent
Attention: Mr. Robert D. Curtis
5200 N. Central Avenue
Chicago, IL 60630

WHEN RECORDED MAIL TO:

ASSOCIATED BANK, N.A.,
as Administrative Agent
Attention: Mr. Robert D. Curtis
5200 N. Central Avenue
Chicago, IL 60630

THIS INSTRUMENT PREPARED BY:

Crowley Barrett & Karaba, Ltd.
20 S. Clark Street, Suite 2310
Chicago, IL 60603
Attention: Thomas F. Karaba

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") dated October 20, 2009 between and among Associated Bank, National Association, having an office at 5200 N. Central Avenue, Chicago, IL 60630 (in its individual capacity as a lender, "Associated Bank"), and in its capacity as administrative agent for the Lenders (as defined below) (and in such capacity, "Mortgagee"), under the Amended and Restated Loan Agreement (as amended, restated, supplemented or otherwise further modified from time to time, the "Loan Agreement") dated as of October 20, 2009 among Gold Standard Enterprises, Inc., an Illinois corporation (herein referred to the "Tenant" and the "Borrower" under the Loan Agreement), which has an office at 5100 Dempster Street, Skokie, IL, various financial institutions (together with their respective successors and assigns, the "Lenders") and the Mortgagee.

RECITALS

A. Tenant has entered into that certain LEASE dated August 1, 2002, as amended by that certain FIRST AMENDMENT TO LEASE dated as of January 31, 2006, with Drew Developments LLC, an Illinois limited liability company, ("Landlord") as Lessor, which lease agreement covers certain premises (the "Premises") in that certain real property and the improvements on said real property (collectively, the "Property") commonly known as 3000 N. Clark Street, Cook County, Illinois and more particularly described on Exhibit A attached hereto and made a part hereof (herein, said lease agreement, together with any and all amendments,

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modifications, extensions, renewals, consolidations and replacements thereof now existing or hereafter entered into, are collectively the "Lease").

B. Lenders have agreed to make certain loans to Tenant, to be secured by, among other things, a Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement granted by Landlord in favor of Mortgagee (together with all amendments, modifications, extensions, renewals, consolidations and replacements thereof now existing or hereafter entered into, collectively, the "Mortgage"), covering, among other property, the Property.

C. Tenant has agreed to subordinate the Lease to the lien of the Mortgage, and Mortgagee has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the Premises and of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Subordination. Tenant acknowledges, confirms, agrees and covenants that the Lease and the rights of Tenant under the Lease (including all of the terms, covenants and provisions thereof), all of Tenant's right, title and interest in and to the property covered by the Lease, and any lease thereafter executed by Tenant covering any part of the Property, are and shall be subject and subordinate in all respects to the Mortgage, to the full extent of any and all amounts from time to time secured thereby and interest thereon, all with the same force and effect as if the Mortgage had been executed, delivered and recorded prior to the execution and delivery of the Lease.

2. Attornment. (a) Tenant, for itself and its successors and assigns, agrees that it will attorn to and recognize any purchaser of the Property at a foreclosure sale under the Mortgage or any transferee who acquires the Property by deed in lieu of foreclosure or otherwise, and the successors and assigns of such purchaser or transferee, as its landlord for the unexpired balance (and any extensions or renewals, if previously, at that time or thereafter exercised by Tenant) of the term of the Lease upon the same terms and conditions set forth in the Lease.

(b) The provisions of this Agreement regarding attornment by Tenant shall be self-operative and effective without the necessity of execution of any new lease or other document on the part of any party to this Agreement or the respective heirs, legal representatives, successors or assigns of any such party. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Landlord, Mortgagee or of any holder of any of the indebtedness or other obligations secured by the Mortgage, any instrument or certificate which, in the reasonable judgment of Landlord, Mortgagee or of such holder, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment, including, if requested, a new lease of the Premises on the same terms and conditions as the Lease for the then unexpired term of the Lease.

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3. Non-Disturbance. (a) Mortgagee, for itself and its successors and assigns, for any purchaser at a foreclosure sale under the Mortgage, for any transferee who acquires the Property by deed in lieu of foreclosure or otherwise, and for the successors and assigns of such purchaser and transferee (herein, Mortgagee and each such other party is called a "New Landlord"), hereby covenants and agrees with Tenant that if Mortgagee or other New Landlord shall commence any proceedings to foreclose the Mortgage for any reason whatsoever or shall succeed to the interest of Landlord by foreclosure, deed in lieu thereof or otherwise, provided Tenant is not then in default (after expiration of any applicable grace period) under the Lease, and so long as Tenant is not in default (after expiration of any applicable grace period) under the Lease, that: (i) Tenant shall not be named as a party defendant in any foreclosure action unless Tenant is deemed to be a necessary party; (ii) subject to subsection 3(b) below, the Lease shall, in accordance with its terms, remain in full force and effect as a direct indenture of lease between Mortgagee, or such other New Landlord (as the case may be), and Tenant, with the same force and effect as if originally entered into with Mortgagee, or such other New Landlord (as the case may be); and (iii) Tenant's possession of the Premises and Tenant's rights and privileges under the Lease shall not be diminished, interfered with or disturbed by such Mortgagee or such other New Landlord by such foreclosure under the Mortgage or by any such attempt to foreclose or to succeed to the interests of Landlord by foreclosure, deed in lieu thereof or otherwise.

(b) If Mortgagee or any other New Landlord shall succeed to the interest of Landlord under the Lease, Tenant agrees as follows:

(i) Mortgagee or such other New Landlord shall not be: (A) subject to any credits, offsets, recoupment, estoppel, defenses, claims or counterclaims that Tenant might have against any prior landlord (including Landlord), (B) bound by any rent or additional rent that Tenant shall have paid more than one month in advance to any prior landlord (including Landlord), (C) bound by any covenant to undertake or complete any improvement to the Premises or the Property, or (D) bound by any amendment or modification to the Lease, or waiver of any provision of the Lease, which has not been consented to in writing by Mortgagee;

(ii) No New Landlord (including, without limitation, Mortgagee) shall be liable for: (A) any act, omission, default, misrepresentation, or breach of warranty of any prior landlord (including Landlord), (B) return of any security deposit made by Tenant to Landlord unless such New Landlord shall have actually received such security deposit from Landlord, or (C) any payment to Tenant of any sums, or the granting to Tenant of any credit, in the nature of a contribution towards the cost of preparing, furnishing or moving into the Premises or any portion thereof; and

(iii) Tenant shall look solely to the Property for recovery of any judgment or damages from Mortgagee or such other New Landlord, and neither Mortgagee, such other New Landlord, any partner, officer, director, shareholder or agent of them nor any successor or assign of any of the foregoing shall have any personal liability, directly or indirectly, under or in connection with the Lease or this Agreement or any amendment or amendments to either thereof made at any time or times, heretofore or hereafter, and Tenant hereby forever and irrevocably waives and releases any and all such personal liability. The limitation of liability provided in this paragraph is in addition to, and not in

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limitation of, any limitation on liability applicable to Mortgagee or such other New Landlord provided by law or by any other contract, agreement or instrument.

4. Mortgagee's Consent. The Landlord's consent, approval or waiver under or with respect to the Lease or the Premises or any matter related thereto shall not be effective unless such consent, approval or waiver is accompanied by the written consent of Mortgagee. Without limiting the generality of the foregoing, without the prior written consent of Mortgagee, Tenant will not (a) enter into any agreement amending, modifying, renewing, extending or terminating the Lease, (b) cancel the term of, or surrender, the Lease, or (c) assign or sublet all or any part of the Premises, except only pursuant to any assignment or sublease that, under the express provisions of the Lease, Tenant is entitled to make without the consent of the Landlord.

5. Landlord's Default. Tenant hereby agrees to provide Mortgagee with written notice of any casualty damage to the Premises and any default under the Lease by the Landlord and to provide Mortgagee the greater of (a) 30 days or (b) such reasonable period of time as is necessary thereafter to cause such damage to be repaired (if the Landlord is obligated under the Lease to repair or cause such damage to be repaired) or to remedy such default, as the case may be, prior to exercising any right or remedy of Tenant under the Lease. Notwithstanding the foregoing, Tenant agrees that Mortgagee shall have no obligation to remedy any such default.

6. Estoppel Certificate. Tenant agrees at any time and from time to time to execute, deliver and acknowledge to Landlord, to Mortgagee, to any third party designated by Landlord or by Mortgagee, or to any holder of any of the indebtedness or other obligations secured by the Mortgage within 10 days following Landlord's or Mortgagee's written request therefor, (a) a statement in writing certifying that the Lease is in full force and effect, that Landlord is not in default thereunder (or specifying any defaults by Landlord that Tenant alleges), that rent has not been prepaid more than one month in advance, and specifying any further information about the Lease or the Premises that Landlord or Mortgagee or said third party may reasonably request; (b) a statement in writing that Tenant will recognize the Mortgagee as assignee of the Landlord's rights under the Lease; and (c) a statement in writing acknowledging or denying receipt of notice of any conditional or security assignment of the Lease to any third party. Tenant understands that Mortgagee and/or prospective purchasers, other mortgagees or lessors of the Premises or any part thereof will rely on such certificates. Tenant's obligation to deliver such certificates within 10 days as described above is a material obligation of Tenant hereunder and under the Lease.

7. Further Subordination. Tenant, for itself and its successors and assigns, agrees that, without the prior written consent of Mortgagee, Tenant will not (a) enter into any subordination agreement with any person other than Mortgagee; or (b) agree to attorn to or recognize any purchaser of the Property at any foreclosure sale under any lien other than that of the Mortgage or any transferee who acquires the Property by deed in lieu of foreclosure or otherwise under any lien other than that of the Mortgage (provided, however, that this provision shall not be deemed to constitute Mortgagee's consent to the placing of any lien other than the Mortgage on the Property).

8. Insurance Proceeds and Condemnation Awards. Tenant hereby agrees that any interest of Tenant in any insurance, condemnation or eminent domain proceeds or awards made with respect to any interest in the Premises shall be subordinate to the interests of Mortgagee in

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such proceeds or awards. Tenant will neither seek nor accept insurance, any condemnation or eminent domain proceeds or awards made with respect to any interest in the Premises until all amounts secured by the Mortgage have been paid in full. However, Tenant reserves the right to make a separate claim for trade fixtures and moving expenses if separately allocated.

9. Notice. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by another, or whenever any of the parties desires to give or serve upon another any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be delivered in person (by personal delivery, delivery service or reputable overnight courier service), or telecopied and confirmed immediately in writing by a copy mailed by United States mail, postage prepaid, addressed as hereafter set forth, or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed to such addressee at its address set out above, or at such other address as may be substituted by notice given as herein provided. The giving of any notice required hereunder may be waived in writing by the party entitled to receive such notice. Every notice, demand, request, consent, approval, declaration or other communication hereunder shall be deemed to have been duly given or secured on the date on which (i) personally delivered (whether in person, by delivery service, or by reputable overnight courier service), (ii) the date of the telecopy transmission (provided the confirmation mailing was sent as provided herein), or (iii) on the date of receipt if sent by the United States mail. Failure or delay in delivering copies of any notice, demand, request, consent, approval, declaration or other communication to the Persons designed above to receive copies, if any, shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

10. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

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

12. Counterparts. This Agreement may be executed in any number of counterparts and by each of the undersigned on separate 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. Delivery of a counterpart hereof, or a signature page hereto, by facsimile or in a .pdf or similar file shall be effective as delivery of a manually executed original counterpart thereof.

13. Miscellaneous.

(a) This Agreement supersedes any inconsistent provision of the Lease or any other agreement, express or implied, between Landlord and Tenant, and shall survive any termination of the Lease by operation of law following any foreclosure of the lien of the Mortgage.

(b) Nothing contained in this Agreement shall be construed to derogate from or in any way impair, or affect the lien, security interest or provisions of the Mortgage.

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(c) This Agreement shall be governed by the laws of the State of Illinois. If any term of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such terms to any person or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(d) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by each of the parties to this Agreement or their respective successors in interest.

(e) If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality or unenforceability shall not apply to or affect any other provision of this Agreement, but this Agreement shall be construed as if such invalidity, illegality, or unenforceability did not exist.

(f) If any bankruptcy proceedings shall hereafter commence with respect to Landlord, and if the Lease is rejected by the trustee pursuant to Section 365 of the United States Bankruptcy Code, Tenant agrees with Mortgagee (i) not to treat such lease as terminated, and (ii) to remain in possession of the Premises.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this document as of the day and year first above written.

TENANT / BORROWER:

GOLD STANDARD ENTERPRISES, INC.
an Illinois corporation

By: M. B.
Name: Michael Binstein
Its: CEO

LANDLORD / MORTGAGOR:

DREW DEVELOPMENTS LLC
an Illinois Limited Liability Company

By: M. B.
Name: Michael Binstein
Its: Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 20 day of October, 2009 before me appeared Michael Binstein to me personally known, who, being by me duly sworn, did say that he is the CEO of Gold Standard Enterprises, Inc., an Illinois corporation, and that said instrument was signed on behalf of such company, pursuant to due authority, properly exercised, and he acknowledged such instrument to be the free act and deed of such company.

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

Thomas J. Kaenlon
Notary Public

My term expires: 9/27/2011

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 20 day of October, 2009 before me appeared Michael Binstein to me personally known, who, being by me duly sworn, did say that he is the Manager of Drew Developments LLC, an Illinois limited liability company, and that said instrument was signed on behalf of such company, pursuant to due authority, properly exercised, and he acknowledged such instrument to be the free act and deed of such company.

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

Thomas J. Kaenlon
Notary Public

My term expires: 9/27/2011

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EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION OF CLARK STREET PROPERTY

PARCEL A:

PARCEL 1:

LOTS 1, 2, 3, 4, 10 AND 11 IN DAM AND WARNER'S SUBDIVISION OF BLOCK 3 IN KNOKE AND GARDNER'S SUBDIVISION OF THE 20 ACRES NORTH OF AND ADJOINING THE SOUTH 30 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THAT PART OF LOT 4 FALLING WITHIN THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF LOTS 4, 5, 6 AND 7 (ALL TAKEN AS TRACT) IN DAM AND WARNER'S SUBDIVISION OF BLOCK 3 IN KNOKE AND GARDNER'S SUBDIVISION OF THE 20 ACRES NORTH OF AND ADJOINING THE SOUTH 30 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE SOUTH 89 DEGREES, 37 MINUTES, 30 SECONDS EAST, A DISTANCE OF 60.02 FEET ALONG THE SOUTH LINE OF SAID LOTS 7, 6 AND 5; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 20.49 FEET, PARALLEL TO THE WEST LINE OF SAID LOT 7; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 16.97 FEET; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 9.26 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 5.21 FEET; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 31.04 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 11.57 FEET; THENCE NORTH 00 DEGREE, 25 MINUTES, 50 SECONDS WEST, A DISTANCE OF 64.07 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 4, BEING 82.87 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 7 (AS MEASURED ALONG THE NORTH LINES OF SAID LOTS 4, 5, 6 AND 7); THENCE NORTH 89 DEGREES, 37 MINUTES, 30 SECONDS WEST, A DISTANCE OF 82.87 FEET TO THE AFORESAID NORTHWEST CORNER OF LOT 7; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 125.00 FEET ALONG THE WEST LINE OF SAID LOT 7 TO THE POINT OF BEGINNING; AND

EXCEPTING THEREFROM THAT PART OF SAID LOTS 3 AND 4 FALLING WITHIN THE FOLLOWING DESCRIBED REAL ESTATE ABOVE EXISTING GRADE:

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THAT PART OF LOTS 3, 4 AND 5 (ALL TAKEN AS A TRACT, AND LYING ABOVE ELEVATION +22.29 FEET CHICAGO CITY DATUM) IN DAM AND WARNER'S SUBDIVISION OF BLOCK 3 IN KNOKE AND GARDNER'S SUBDIVISION OF THE 20 ACRES NORTH OF AND ADJOINING THE SOUTH 30 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7 IN DAM AND WARNER'S SUBDIVISION AFORESAID; THENCE SOUTH 89 DEGREES, 37 MINUTES, 30 SECONDS EAST, A DISTANCE OF 60.02 FEET ALONG THE SOUTH LINE OF LOTS 7, 6 AND 5 IN DAM AND WARNER'S SUBDIVISION AFORESAID TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREE, 00 MINUTES, 00 SECOND EAST, A DISTANCE OF 20.49 FEET, PARALLEL TO THE WEST LINE OF SAID LOT 7; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 16.97 FEET; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 9.26 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 5.21 FEET; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 31.04 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 11.57 FEET; THENCE SOUTH 00 DEGREE, 25 MINUTES, 50 SECONDS EAST, A DISTANCE OF 18.43 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 0.46 OF A FOOT; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 23.37 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 6.17 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 5.60 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 11.06 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 13.65 FEET; TO A POINT ON THE SOUTH LINE OF SAID LOT 3, BEING 41.16 FEET EAST OF THE POINT OF BEGINNING (AS MEASURED ALONG THE SOUTH LINE OF SAID LOTS 3, 4 AND 5); THENCE NORTH 89 DEGREES, 37 MINUTES, 30 SECONDS WEST, A DISTANCE OF 41.16 FEET ALONG THE SAID SOUTH LINES TO THE POINT OF BEGINNING; AND

EXCEPTING THEREFROM THAT PART OF LOTS 3, 4, AND 5 (ALL TAKEN AS A TRACT, LYING AT OR BELOW ELEVATION +22.29 FEET CHICAGO CITY DATUM) IN DAM AND WARNER'S SUBDIVISION OF BLOCK 3 IN KNOKE AND GARDNER'S SUBDIVISION OF THE 20 ACRES NORTH OF AND ADJOINING THE SOUTH 30 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7 IN DAM AND WARNER'S SUBDIVISION AFORESAID; THENCE SOUTH 89 DEGREES, 37 MINUTES, 30 SECONDS EAST, A DISTANCE OF 60.02 FEET ALONG THE SOUTH LINE OF LOTS 7, 6 AND 5 IN DAM AND WARNER'S SUBDIVISION AFORESAID TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 20.49 FEET, PARALLEL TO THE WEST LINE OF SAID LOT 7; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 16.97 FEET; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 9.26 FEET; THENCE SOUTH

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90 DEGREES, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 5.21 FEET; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 31.04 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 11.57 FEET; THENCE SOUTH 00 DEGREE, 25 MINUTES, 50 SECONDS EAST, A DISTANCE OF 18.43 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 0.46 OF A FOOT; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 23.37 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 6.17 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 5.60 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 11.06 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 13.65 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3, BEING 41.16 EAST OF THE POINT OF BEGINNING (AS MEASURED ALONG THE SOUTH LINE OF SAID LOTS 3, 4 AND 5); THENCE NORTH 89 DEGREES, 37 MINUTES, 30 SECONDS WEST, A DISTANCE OF 41.16 FEET ALONG SAID SOUTH LINES TO THE POINT OF BEGINNING; AND

EXCEPTING THEREFROM THAT PART OF LOT 4 IN DAM AND WARNER'S SUBDIVISION OF BLOCK 3 IN KNOKE AND GARDNER'S SUBDIVISION OF THE 20 ACRES NORTH OF AND ADJOINING THE SOUTH 30 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST ALONG THE WEST LINE OF LOT 7, A DISTANCE OF 125.00 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE SOUTH 89 DEGREES, 37 MINUTES, 30 SECONDS EAST ALONG THE NORTH LINE OF LOTS 4, 5, 6 AND 7, A DISTANCE OF 82.87 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREE, 25 MINUTES, 50 SECONDS EAST, A DISTANCE OF 95.07 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 0.50 OF A FOOT; THENCE NORTH 00 DEGREE, 25 MINUTES, 50 SECONDS WEST, A DISTANCE OF 95.07 FEET TO THE NORTH LINE OF LOT 4; THENCE NORTH 89 DEGREES, 37 MINUTES, 30 SECONDS WEST, A DISTANCE OF 0.50 OF A FOOT TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1, 2, 3, AND 4 IN THE SUBDIVISION OF LOTS 12, 13, 16 AND 17; TOGETHER WITH THE VACATED ALLEY, LYING BETWEEN AND ADJOINING SAID LOTS IN DAM AND WARNER'S SUBDIVISION OF BLOCK 3 IN KNOKE AND GARDNER'S SUBDIVISION OF THE 20 ACRES NORTH OF AND ADJOINING THE SOUTH 30 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 3:

ALL THAT PART OF EAST/WEST 14-FOOT WIDE VACATED ALLEY, LYING NORTH OF AND ADJOINING THAT PART OF THE LOTS 1 TO 4 OF DAM AND WARNER'S SUBDIVISION OF BLOCK 3 IN KNOKE AND GARDNER'S SUBDIVISION OF THE 20 ACRES NORTH OF AND ADJOINING THE SOUTH 30 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL B:

PARCEL 1:

THAT PART OF LOTS 3, 4, AND 5 (ALL TAKEN AS A TRACT, LYING AT OR BELOW ELEVATION +22.29 FEET CHICAGO CITY DATUM) IN DAM AND WARNER'S SUBDIVISION OF BLOCK 3 IN KNOKE AND GARDNER'S SUBDIVISION OF THE 20 ACRES NORTH OF AND ADJOINING THE SOUTH 30 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7 IN DAM AND WARNER'S SUBDIVISION AFORESAID; THENCE SOUTH 89 DEGREES, 37 MINUTES, 30 SECONDS EAST, A DISTANCE OF 60.02 FEET ALONG THE SOUTH LINE OF LOTS 7, 6, AND 5 IN DAM AND WARNER'S SUBDIVISION AFORESAID TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 20.49 FEET, PARALLEL TO THE WEST LINE OF SAID LOT 7; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 16.97 FEET; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 9.26 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 5.21 FEET; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 31.04 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 11.57 FEET; THENCE SOUTH 00 DEGREE, 25 MINUTES, 50 SECONDS EAST, A DISTANCE OF 18.43 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 0.46 OF A FOOT; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 23.37 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 6.17 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 5.60 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 11.06 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTES 00 SECOND WEST, A DISTANCE OF 13.65 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3, BEING 41.16 FEET EAST OF THE POINT OF BEGINNING (AS MEASURED ALONG THE SOUTH LINE OF SAID LOTS 3, 4, AND 5); THENCE NORTH 89 DEGREES, 37 MINUTES, 30 SECONDS WEST, A DISTANCE OF 41.16 FEET ALONG SAID SOUTH LINES TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 2:

THAT PART OF LOT 4 IN DAM AND WARNER'S SUBDIVISION OF BLOCK 3 IN KNOKE AND GARDNER'S SUBDIVISION OF THE 20 ACRES NORTH OF AND ADJOINING THE SOUTH 30 ACRES OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST ALONG THE WEST LINE OF LOT 7, A DISTANCE OF 125.00 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE SOUTH 89 DEGREES, 37 MINUTES, 30 SECONDS EAST ALONG THE NORTH LINE OF LOTS 4, 5, 6 AND 7, A DISTANCE OF 82.87 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREE, 25 MINUTES, 50 SECONDS EAST 95.07 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 0.50 OF A FOOT; THENCE NORTH 00 DEGREE, 25 MINUTES, 50 SECONDS WEST, A DISTANCE OF 95.07 FEET TO THE NORTH LINE OF LOT 4; THENCE NORTH 89 DEGREES, 37 MINUTES, 30 SECONDS WEST, A DISTANCE OF 0.50 OF A FOOT TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE NORTH 1/2 OF THE 14-FOOT VACATED ALLEY, LYING NORTH OF THE NORTH LINE OF LOTS 5, 6, AND 7 AND NORTH OF THAT PORTION OF THE NORTH LINE OF LOT 4, WHICH LIES WEST OF A POINT ON THE NORTH LINE OF LOT 4, WHICH IS 82.87 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 7 (AS MEASURED ALONG THE NORTH LINES OF SAID LOTS 4, 5, 6, AND 7) IN DAM AND WARNER'S SUBDIVISION OF BLOCK 3 IN KNOKE AND GARDNER'S SUBDIVISION OF THE 20 ACRES NORTH OF AND ADJOINING THE SOUTH 30 ACRES OF THE WEST 1/2 OF THE NORTHWEST ¼ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE 14-FOOT VACATED ALLEY LYING NORTH OF AND ADJOINING THAT PART OF LOT 4 IN DAM AND WARNER'S SUBDIVISION OF BLOCK 3 IN KNOKE AND GARDNER'S SUBDIVISION OF THE 20 ACRES NORTH OF AND ADJOINING THE SOUTH 30 ACRES OF THE WEST 1/2 OF THE NORTHWEST ¼ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST ALONG THE WEST LINE OF LOT 7, A DISTANCE OF 125.00 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE SOUTH 89 DEGREES, 37 MINUTES, 30 SECONDS EAST ALONG THE NORTH LINE OF LOTS 4, 5, 6 AND 7, A DISTANCE OF 82.87 FEET TO THE POINT OF BEGINNING;

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THENCE SOUTH 00 DEGREE, 25 MINUTES, 50 SECONDS EAST, A DISTANCE OF 95.07 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 0.50 OF A FOOT; THENCE NORTH 00 DEGREE, 25 MINUTES, 50 SECONDS WEST, A DISTANCE OF 95.07 FEET TO THE NORTH LINE OF LOT 4; THENCE NORTH 89 DEGREES, 37 MINUTES, 30 SECONDS WEST, A DISTANCE OF 0.50 OF A FOOT TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL C:

PARCEL 1:

THAT PART OF LOTS 4, 5, 6 AND 7 (ALL TAKEN AS A TRACT) IN DAM AND WARNER'S SUBDIVISION OF BLOCK 3 IN KNOKE AND GARDNER'S SUBDIVISION OF THE 20 ACRES NORTH OF AND ADJOINING THE SOUTH 30 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE SOUTH 89 DEGREES, 37 MINUTES, 30 SECONDS EAST, A DISTANCE OF 60.02 FEET ALONG THE SOUTH LINE OF SAID LOTS 5, 6 AND 7; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 20.49 FEET PARALLEL TO THE WEST LINE OF SAID LOT 7; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 16.97 FEET; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 9.26 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 5.21 FEET; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 31.04 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 11.57 FEET; THENCE NORTH 00 DEGREE, 25 MINUTES, 50 SECONDS WEST, A DISTANCE OF 64.07 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 4, BEING 82.87 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 7 (AS MEASURED ALONG THE NORTH LINES OF SAID LOTS 4, 5, 6 AND 7); THENCE NORTH 89 DEGREES, 37 MINUTES, 30 SECONDS WEST, A DISTANCE OF 82.87 FEET TO THE AFORESAID NORTHWEST CORNER OF LOT 7; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 125.00 FEET ALONG THE WEST LINE OF SAID LOT 7 TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF THE FOLLOWING DESCRIBED REAL ESTATE ABOVE EXISTING GRADE AND EXCLUDING THEREFROM ANY PORTION THEREOF BELOW EXISTING GRADE:

THAT PART OF LOTS 3, 4 AND 5 (ALL TAKEN AS A TRACT, AND LYING ABOVE ELEVATION 22.29 FEET CHICAGO CITY DATUM) IN DAM AND WARNER'S SUBDIVISION OF BLOCK 3 IN KNOKE AND GARDNER'S SUBDIVISION OF THE 20 ACRES NORTH OF AND ADJOINING THE SOUTH 30 ACRES OF THE WEST 1/2 OF THE

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NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7 IN DAM AND WARNER'S SUBDIVISION AFORESAID; THENCE SOUTH 89 DEGREES, 37 MINUTES, 30 SECONDS EAST, A DISTANCE OF 60.02 FEET ALONG THE SOUTH LINE OF LOTS 7, 6 AND 5 IN DAM AND WARNER'S SUBDIVISION AFORESAID TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 20.49 FEET, PARALLEL TO THE WEST LINE OF SAID LOT 7; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 16.97 FEET; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 9.26 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECOND WEST, A DISTANCE OF 5.21 FEET; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 31.04 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 11.57 FEET; THENCE SOUTH 00 DEGREE, 25 MINUTES, 50 SECONDS EAST, A DISTANCE OF 18.43 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 0.46 OF A FOOT; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 23.27 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST 6.17 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 5.60 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 11.06 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 13.65 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3, BEING 41.16 FEET EAST OF THE POINT OF BEGINNING (AS MEASURED ALONG THE SOUTH LINE OF SAID LOTS 3, 4 AND 5); THENCE NORTH 89 DEGREES, 37 MINUTES, 30 SECONDS WEST, A DISTANCE OF 41.16 FEET ALONG THE SAID SOUTH LINES TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTH 1/2 OF THE 14-FOOT VACATED ALLEY, LYING NORTH AND ADJOINING PARCEL 1.

Commonly known as: 3000 N. Clark Street, Chicago, Illinois

PIN Nos.: 14-28-106-005-000; 14-28-106-006-000;
14-28-013-005-000; 14-28-106-014-000