

UNOFFICIAL COPY

This document was prepared by,
and after recording, return to:

Riordan, Fulkerson, Hupert & Coleman
30 North LaSalle Street
Suite 2630
Chicago, Illinois 60602
Attn: Alan L. Fulkerson, Esq.



Doc#: 1027312049 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/30/2010 08:57 AM Pg: 1 of 12

BOX 440

Permanent Index Nos.:

17-09-325-008

Property Addresses:

165 North Canal
440 West Randolph Street
Chicago, Illinois

This space reserved for Recorders use only.

SUBORDINATION, NONDISTURBANCE AND ATTORNMEN T AGREEMENT

THIS AGREEMENT, made this 28th day of September, 2010, by and between RBS CITIZENS, N.A. d/b/a Charter One organized under the laws of the United States of America ("Bank"), and CHICAGO CITY SPA, LLC, an Illinois limited liability company, d/b/a Spa Space ("Tenant").

WITNESSETH:

WHEREAS, Tenant is now the lessee under a certain lease dated February 25, 2000, (the "Lease") covering all or a portion of certain real property located at 161 N. Canal Street, and situated in the City of Chicago, County of Cook and State of Illinois, as said premises are described in Exhibit A attached hereto ("Premises"), which Premises are owned by 165 Canal Commercial L.L.C., an Illinois limited liability company ("Landlord"), under the terms of the Lease; and

WHEREAS, Landlord granted to Bank pursuant to a Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the "Mortgage") and an Assignment of Rents and Leases (the "Assignment") each covering the Premises in order to secure certain sums to be loaned ("Loan") by the Bank which Mortgage is dated September 28, 2010 and will be recorded with the office of the Recorder of Deeds for Cook County, Illinois; and

S Y
P A
S N
SC Y
INT Y

Box 400-CTCC

8P19324
5076
D 2 AEM

UNOFFICIAL COPY

WHEREAS, it is a condition precedent to obtaining advances under the Loan that the Mortgage shall be, and remain, a lien or charge upon the Premises hereinbefore described, prior and superior to the Lease, and the leasehold estate created thereby; and

WHEREAS, Tenant desires to facilitate the making of the Loan by the Bank.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Bank and Tenant agree as follows:

1. Subordination. The Mortgage and Assignment and any renewals or extensions thereof, shall be and remain at all times a lien or charge on the Premises prior and superior to the Lease, the leasehold estate created thereby and to any options to lease or to purchase the Premises contained therein, and to all rights, privileges, and conditions therein contained. Tenant declares and acknowledges that it hereby intentionally waives, relinquishes, and subordinates the priority and superiority of the leasehold estate created by the Lease to the Mortgage and Assignment. All amendments, modifications, substitutions, renewals, extensions and replacements of the Lease shall be and remain so subordinated as provided in this paragraph without the necessity of any further act of the parties. Tenant also declares and acknowledges that it understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination, specific loans and advances secured by the Mortgage and Assignment will be made, and monetary and other obligations will be entered into by third parties which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

2. Non-Disturbance. Bank shall not, in the exercise of any right, remedy or privilege granted by the Mortgage or the Assignment, or otherwise available to Bank at law or in equity, disturb Tenant's possession under the Lease or interfere with any of the rights of Tenant under the Lease so long as Tenant is not in default under any provision of the Lease. Nothing contained in this Paragraph 2, however, shall be construed to limit or prevent Bank in or from exercising any of its rights hereunder, at law, or in equity in connection with any breach by Tenant of its or his obligations under the provisions of this Agreement.

3. Attornment.

(a) Tenant shall, upon written notice from Bank or Landlord, attorn (i) to Bank, (ii) to any receiver or similar official for the Premises appointed at the instance, upon the request or with the consent of Bank, (iii) to Bank upon any acquisition by Bank of the Premises and

UNOFFICIAL COPY

Landlord's interest in the Lease, and (iv) to any person or entity who acquires the Premises and the Landlord's interest in the Lease pursuant to Bank's exercise of any right, remedy, or privilege granted by the Mortgage or the Assignment, or otherwise available at law or in equity. Without limiting the generality of the foregoing, Tenant shall attorn to any person or entity that acquires the Premises pursuant to foreclosure under the Mortgage, or by any proceeding or voluntary conveyance in lieu of such foreclosure, or from Bank, whether by sale, exchange, or otherwise.

(b) Upon any attornment under this Paragraph 3, the Lease shall continue in full force and effect as a direct lease between Tenant and the person or entity to whom Tenant attorns, in accordance with the foregoing subparagraph and any such person or entity to whom Tenant attorns shall not be: (i) liable for any breach, act or omission of any prior landlord; (ii) bound by any rent, additional rent or other payment in lieu of rent which Tenant might have paid to any prior landlord more than one (1) month in advance of its due date under the Lease; (iii) bound by any amendment or modification of the Lease, made without Bank's prior written consent; (iv) bound by any election or exercise of any option to purchase by Tenant unless (A) Tenant delivers to Bank written notice thereof and (B) the sales proceeds of such purchase would be sufficient to pay in full all sums then due and outstanding on the Loan; (v) bound by any notice of default given by Tenant to Landlord, whether or not such notice is given pursuant to the terms of the Lease, unless a copy thereof was then also given to Bank; or (vi) be liable for the return of any security deposit or other sums held by any prior landlord, unless actually received.

(c) Bank and any other person or entity to whom Tenant attorns shall be liable to Tenant under the Lease only to the extent provided therein and only for liabilities which occur during such person's or entity's period of ownership of the Premises.

4. Rents. The Assignment provides for the direct payment to Bank of all rents and other monies due and to become due to Landlord under the Lease (collectively, "Rents"), but grants a license to Landlord to receive the Rents unless such license is revoked upon the occurrence of certain conditions as set forth in the Assignment, without Lender's taking possession of the Premises or otherwise assuming Landlord's obligations under the Lease. Upon receipt from Bank of written notice to pay Rents to or at the direction of Bank, Tenant shall make all such payments to or at the direction of Bank. Upon receipt of such notice, Tenant thereafter shall pay all Rents then due and becoming due from Tenant under the Lease, to or at the direction of Bank. Tenant agrees that Bank's demanding and/or receiving any such payments shall not operate to impose any liability upon Bank for performance of any obligation of Landlord

UNOFFICIAL COPY

under the Lease. Such payment of Rents to Bank shall continue until Bank directs Tenant otherwise in writing, or until Tenant receives (i) a court order directing Tenant to pay Rents to another person or entity, or (ii) notice that the Premises have been sold to a person or entity other than Bank. The provisions of this Paragraph 4 will terminate upon the earliest to occur of (a) termination of the Lease, (b) the recording of a release of the Assignment, duly executed by Bank, or (c) Tenant's receipt of written notice to such effect from Bank.

5. Waste; Damage to Premises. Tenant agrees that anything to the contrary appearing in said Lease notwithstanding, the Bank shall in no event be liable for any waste permitted on the Premises by the Landlord or any tenant or be liable by reason of any damage to or defective condition of the Premises resulting in loss or injury to Tenant nor be liable for any other default, act or omission of the Landlord arising or accruing prior to the date when the Bank acquires title to the Premises, nor shall the Bank be subjected to any claim, or cause of action, or to any set off or credit or defense against rentals accruing after the Bank acquires such title, for any default, act or omission by the Landlord which arose or accrued prior to the date when the Bank acquired title.

6. Intentionally Omitted.

7. Integrated Agreement. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties or their successors and permitted assigns.

8. Notices. Any and all notices required or permitted to be given or served by the terms and provisions of this Agreement shall be in writing and signed by the duly authorized representative of the party giving the notice and shall be deemed duly given when (1) sent certified or registered mail, postage prepaid, return receipt requested, (2) delivered in person, or (3) delivered by express overnight delivery. If to the Bank, notice shall be addressed as follows: Charter One Bank, N.A., Attention: Commercial Loan Servicing Department, 1215 Superior Ave., Cleveland, Ohio 44114; if to Tenant, notice shall be addressed as follows Spa Space, 161 N. Canal Street, Chicago, Illinois 60606, attn: Natalie Tessler. All notices shall be deemed received upon receipt, if delivered by personal or courier delivery, or if delivered by certified mail, then upon the earlier of (i) actual receipt, or (ii) the date of the first attempted delivery thereof. Either party hereto may change its address and designate such other parties to receive additional copies of any notice for the above purposes by giving notice as aforesaid stating the change and setting forth the new address.

9. Assignability. The Bank shall have the right to assign this Agreement to the purchaser upon any foreclosure sale of the Premises or to any

UNOFFICIAL COPY

purchaser of its rights under the Mortgage Note and the Mortgage securing the same.

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

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

12. Severability. A determination that any provision of this Agreement is unenforceable or invalid shall not affect this enforceability or validity of any other provision, except to the extent such provisions are expressly interdependent. The parties agree that Paragraphs 1 and 2 above are interdependent. Any determination that the application of any provision of this Agreement to any person or to particular circumstances is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

13. Waiver of Jury Trial. TENANT HEREBY, AND BANK BY ITS ACCEPTANCE HEREOF, EACH WAIVES THE RIGHT OF A JURY TRIAL IN EACH AND EVERY ACTION ON THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS, IT BEING ACKNOWLEDGED AND AGREED THAT ANY ISSUES OF FACT IN ANY SUCH ACTION ARE MORE APPROPRIATELY DETERMINED BY A JUDGE SITTING WITHOUT A JURY; FURTHER TENANT HEREBY CONSENTS AND SUBJECTS ITSELF TO THE JURISDICTION OF COURTS OF THE STATE OF ILLINOIS AND, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE VENUE OF SUCH COURTS IN THE COUNTY IN WHICH THE PREMISES IS LOCATED.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown hereinbelow.

RBS CITIZENS, N.A.
d/b/a Charter One

By: 
Name: Dominic Blea
Its: Assistant Vice President

CHICAGO CITY SPA, LLC
an Illinois limited liability company

By: _____
Name: Natalie Tessler
Its: Manager

Property of Cook County Clerk's Office

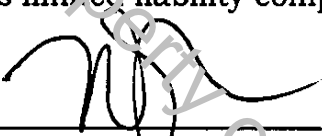
UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown hereinbelow.

RBS CITIZENS, N.A.
d/b/a Charter One

By: _____
Name: _____
Its: _____

CHICAGO CITYSPA, LLC
an Illinois limited liability company

By:  _____
Name: Natalie Tessler
Its: Manager

PROPERTY OF Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me, a Notary Public in and for said county and state, personally appeared RBS CITIZENS, N.A. d/b/a Charter duly organized under the laws of the United States of America, by Dominic Blea, its Assistant Vice President, who acknowledged that he/she is duly authorized and who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed personally and as such officer and is the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 28th day of September, 2010.



Lottie Kearns

Notary Public

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me, a Notary Public in and for said county and state, personally appeared Chicago City Spa, LLC, by Natalie Tessler, its Manager, who acknowledged that she is duly authorized in the premises, and who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed personally and as such officer and is the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of September, 2010.

Notary Public

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS:
COUNTY OF DuPAGE)

Before me, a Notary Public in and for said county and state, personally appeared RBS CITIZENS, N.A. d/b/a Charter duly organized under the laws of the United States of America, by _____, its _____, who acknowledged that he/she is duly authorized and who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed personally and as such officer and is the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of September, 2010.

Notary Public

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me, a Notary Public in and for said county and state, personally appeared Chicago CitySpa, LLC, by Natalie Tessler, its Manager, who acknowledged that she is duly authorized in the premises, and who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed personally and as such officer and is the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 24th day of September, 2010.

Jeanette Dresdow

Notary Public



UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF LOTS 2, 3, 6, 7 AND 10, TAKEN AS A TRACT, IN BLOCK 29 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE OF 15.67 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF SAID TRACT LYING SOUTH OF A LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID TRACT, 127.58 FEET NORTH OF THE SOUTHEAST CORNER THEREOF TO A POINT ON THE WEST LINE OF SAID TRACT 125.76 FEET NORTH OF THE SOUTHWEST CORNER THEREOF;

AND ALSO THAT PART OF SAID TRACT LYING ABOVE A HORIZONTAL PLANE OF 16.63 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF 28.05 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF SAID TRACT DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREE, 01 MINUTE, 06 SECONDS EAST ALONG THE EAST LINE THEREOF, 182.0 FEET; THENCE NORTH 88 DEGREES, 54 MINUTES, 39 SECONDS WEST, 21.10 FEET; THENCE NORTH 00 00 DEGREES 01 MINUTES 06 SECONDS EAST 30.70 FEET; THENCE NORTH 88 DEGREES 54 MINUTES 39 SECONDS WEST 14.35 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 56 SECONDS EAST 21.49 FEET; THENCE SOUTH 89 DEGREES, 33 MINUTES, 56 SECONDS WEST, 33.12; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 33.39 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 32.58 FEET; THENCE NORTH 01 DEGREES 09 MINUTES 48 SECONDS WEST 11.88 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 08 SECONDS WEST 50.50 FEET TO THE WEST LINE OF SAID TRACT; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST ALONG SAID WEST LINE 167.76 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89 DEGREES, 10 MINUTES 15 SECONDS EAST ALONG THE SOUTH LINE OF SAID TRACT 151.55 FEET TO THE POINT OF BEGINNING;

AND ALSO THAT PART OF SAID TRACT LYING ABOVE A HORIZONTAL PLANE OF 28.78 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF 38.58 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF SAID TRACT DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREE, 01 MINUTE, 06 SECONDS EAST ALONG THE EAST LINE OF SAID TRACT FOR A DISTANCE OF 170.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREE, 01 MINUTE, 06 SECONDS EAST ALONG SAID EAST LINE, 42.26 FEET; THENCE NORTH 88 DEGREES, 54 MINUTES 39 SECONDS WEST 35.45 FEET; THENCE SOUTH 00 DEGREE, 12 MINUTES 56 SECONDS EAST, 43.04 FEET; THENCE NORTH 89 DEGREES, 49 MINUTES 08 SECONDS EAST, 35.18 FEET TO THE POINT OF BEGINNING;

AND ALSO THAT PART OF SAID TRACT LYING ABOVE A HORIZONTAL PLANE OF 28.78 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF 38.58 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF SAID TRACT DESCRIBED AS FOLLOWS:

UNOFFICIAL COPY**EXHIBIT A** - Continued**LEGAL DESCRIPTION**

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST 83.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES, 48 MINUTES, 50 SECONDS EAST, 17.38 FEET; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, 21.50 FEET; THENCE SOUTH 89 DEGREES, 48 MINUTES, 50 SECONDS EAST, 11.92 FEET; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, 28.26 FEET; THENCE SOUTH 89 DEGREES, 48 MINUTES, 50 SECONDS EAST, 4.00 FEET; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, 20.32 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES, 50 SECONDS WEST 33.30 FEET TO THE WEST LINE OF SAID TRACT; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST 70.08 FEET TO THE POINT OF BEGINNING;

AND ALSO THAT PART OF SAID TRACT LYING ABOVE A HORIZONTAL PLANE OF 28.78 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF 38.58 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF SAID TRACT DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREE, 01 MINUTE, 06 SECONDS EAST ALONG THE EAST LINE THEREOF, 106.25 FEET; THENCE SOUTH 89 DEGREES, 49 MINUTES, 57 SECONDS WEST, 40.66 FEET; THENCE SOUTH 00 DEGREES, 12 MINUTES, 58 SECONDS EAST, 18.23 FEET; THENCE SOUTH 89 DEGREES, 24 MINUTES, 11 SECONDS WEST, 21.07 FEET; THENCE SOUTH 00 DEGREE, 12 MINUTES, 49 SECONDS WEST, 24.80 FEET; THENCE NORTH 89 DEGREES, 47 MINUTES, 11 SECONDS WEST, 22.71 FEET; THENCE SOUTH 00 DEGREE, 04 MINUTES, 48 SECONDS WEST, 13.00 FEET; THENCE NORTH 89 DEGREES, 47 MINUTES, 11 SECONDS WEST, 16.47 FEET; THENCE SOUTH 00 DEGREE, 11 MINUTES, 01 SECOND WEST 10.00 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 24 SECONDS WEST 17.83 FEET; THENCE SOUTH 00 DEGREE 01 MINUTES 12 SECONDS WEST 10 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 24 SECONDS EAST 17.83 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 01 SECONDS WEST 28.56 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 89 DEGREES 10 MINUTES 15 SECONDS EAST ALONG SAID SOUTH LINE 101.10 FEET TO THE POINT OF BEGINNING;

AND ALSO THAT PART OF SAID TRACT LYING ABOVE A HORIZONTAL PLANE OF 64.76 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF 74.71 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF SAID TRACT DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREE, 01 MINUTE, 06 SECONDS EAST ALONG THE EAST LINE OF SAID TRACT 149.27 FEET; THENCE NORTH 89 DEGREES, 56 MINUTES, 11 SECONDS WEST, 101.02 FEET; THENCE NORTH 00 DEGREES, 09 MINUTES, 48 SECONDS WEST, 20.73 FEET; THENCE SOUTH 89 DEGREES, 49 MINUTES, 08 SECONDS WEST, 7.78 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, 8.58 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECONDS WEST, 32.80 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, 6.75 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND WEST 10.12 FEET TO THE WEST LINE OF SAID TRACT; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST ALONG SAID WEST LINE 152.57 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89 DEGREE, S 10 MINUTES, 15 SECONDS EAST ALONG SAID SOUTH LINE 151.55 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

AND ALSO

UNOFFICIAL COPY

EXHIBIT A - Continued

LEGAL DESCRIPTION

THAT PART OF SAID TRACT LYING BELOW A HORIZONTAL PLANE OF 28.05 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF SAID TRACT DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID TRACT 22.15 FEET; THENCE SOUTH 89 DEGREES, 57 MINUTES 00 SECONDS EAST 134.18 FEET; THENCE NORTH 00 DEGREES, 07 MINUTES, 00 SECONDS WEST 19.40 FEET TO THE NORTH LINE OF SAID TRACT; THENCE NORTH 88 DEGREES, 46 MINUTES 30 SECONDS WEST ALONG SAID NORTH LINE 134.17 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

AN EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS DOCUMENT DATED DECEMBER 31, 1998 AND RECORDED DECEMBER 31, 1998 AS DOCUMENT 08192543 AS AMENDED BY INSTRUMENTS RECORDED AS DOCUMENT 99351730 AND AS DOCUMENT 09082605 AND CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT 0711141559, FOR THE PURPOSE OF INGRESS AND EGRESS IN THE BASEMENT FLOOR-STAIRWAY WESTSIDE, FIRST FLOOR, FIRST FLOOR HALLWAY, THIRD FLOOR ELEVATOR-RANDOLPH STREET, THIRD FLOOR STAIRWAY-RANDOLPH STREET, FOURTH FLOOR ELEVATOR-RANDOLPH STREET, FOURTH FLOOR STAIRWAY-RANDOLPH STREET, FIFTH FLOOR STAIRWAY-RANDOLPH STREET AND FIFTH FLOOR HALLWAY TO MAIN ELEVATORS AS DESCRIBED IN SAID INSTRUMENT.

Address of Property: 440 West Randolph Street & 165 North Canal Street,
Chicago, IL

P.I.N.: 17-09-325-008-0000