Doc#: 1101133019 Fee: \$58.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds

Date: 01/11/2011 08:28 AM Pg: 1 of 12

DOCUMENT COVER SHEET

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COUNTY COUNTY CONTRICO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

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After recording please return to:
MEMBERS Capital Advisors, Inc.
Attention: Commercial Mortgage Loan Department
5910 Mineral Point Road
Madison, WI 530705-4456

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made this 29th day of October, 2010 by Filtran LLC, a Delaware limited liability company ("Tenant"), for the benefit of CUNA Mutual Insurance Society, an Iowa corporation ("Lender"), and contented to by Inland Opportunity Des Plaines Seegers, L.L.C., a Delaware limited liability company ("Bostower").

WHEREAS, Lender has made, or will make, a loan to Borrower (the "Loan") evidenced by a promissory note (the "Note") by Borrower and payable to the order of Lender, the payment of the Note being secured by a certain deed of flust/mortgage, assignments, security agreements, and other collateral agreements (all such agreements, together with the Note, are collectively referred to as the "Loan Documents");

WHEREAS, Tenant and Borrower are parties to that certain lease agreement (together with all amendments, extensions, and renewals of such lease, the "Lease") for certain premises commonly known as the Filtran Building located at 875 Seegers Road, Des Plaines, Illinois (the "Premises") in the Borrower's real property (the "Property") that is part of the collateral for the Loan, the Property being more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes.

WHEREAS, Tenant desires an agreement of Lender not to disturb the Lease, on the terms and conditions hereinafter set forth, and Lender has agreed to provide the same,

WHEREAS, in consideration of Lender's agreement not to disturb the Lease, Lender desires an agreement of Tenant to subordinate the Lease and its rights thereunder to the lien of the Loan Documents and to attorn to Lender in the event Lender exercises its rights and remedies under the Loan Documents including a public sale in foreclosure of the liens created by the Loan Documents, the receptance of a deed in lieu of such public sale, or any similar transaction (a "Foreclosure"), and Tenant has agreed to provide same;

WHEREAS, these recitals are incorporated in this Agreement and made a part hereof for all purposes.

NOW, THEREFORE, for and in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Tenant hereby agree as follows:

1. <u>Subordination of the Lease</u>. The Lease and all of Tenant's rights thereunder are, and shall remain, expressly subordinate and inferior to the Loan Documents and the liens and security interests created thereby, regardless of how often or in what manner the Note, together with the liens securing the same, and any of the other Loan Documents may be renewed, extended, increased, changed, or altered.

- 2. <u>Non-Disturbance</u>. So long as no Event of Default by Tenant under the Lease has occurred and is then continuing:
 - a. Tenant's possession and occupancy of the Premises and Tenant's rights and privileges under the Lease shall not be diminished, disturbed or interfered with by Lender or its successors or assigns in the exercise of any of its rights or remedies under the Loan Documents including a Foreclosure; and
 - b. Lender will not join Tenant as a party defendant in any Foreclosure action or other proceeding for the purpose of enforcing the Loan Documents and/or terminating Tenant's interest and estate under the Lease because of any default by Borrower under the Loan Documents, unless required by applicable law.
- 3. Tenant's Attornment. In the event of a Foreclosure or in the event Lender succeeds to Borrower's interest as land'ord under the Lease, Tenant shall attorn to Lender or to any other purchaser of the Property by the Foreclosure (a "Purchaser"), as the case may be, and shall recognize Lender or such Purchaser as the landlord under the Lease. Such attornment shall be effective and self-operative without the execution of any further incrument on the part of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Lender, Borrower, or a Purchaser:
 - a. any instrument, certificate, or other document reasonably acceptable to Tenant which Lender, Borrower, or a Purchaser may deem necessary or desirable to evidence such attornment; and
 - b. any instrument, certificate, or other document per taining to the Lease and consisting of statements, if true, (1) that the Lease is in full torce and effect, (2) the date through which rentals have been paid, (3) the date of the commencement of the term of the Lease, (4) the nature of any amendments or modifications to the Lease, and (5) that to the best of Tenant's knowledge, no default or state of facts, which with notice, lapse of time, or both would constitute a default, exists on the part of either party to the Lease.
- 4. <u>Lender's Attornment</u>. In the event of a Foreclosure or in the event Lender succeeds to Borrower's interest as landlord under the Lease and if no Event of Default by Tenant under the Lease has occurred and is then continuing, then Lender or a Purchaser, as the case may be, shall neve all of the landlord's interests, rights, and remedies under the Lease that Borrower had or would have had it i ender or such Purchaser had not succeeded to Borrower's interests. From and after the Tenant's attornment, Lender or such Purchaser shall be bound to Tenant under the Lease; provided, however, Lender or such Purchaser shall not be:
 - a. liable for any act or omission accruing prior to Lender's or Purchaser's actual ownership of the Property, provided, however, that Lender or Purchaser shall be responsible, from and after acquiring ownership of the Property, to cure any landlord defaults that continue to exist following the date that Lender or Purchaser acquired the Property notwithstanding that the default in question first occurred prior to the date of that acquisition;
 - b. bound by any rent or other sums due the landlord under the Lease which Tenant might have paid for more than the current month to any prior landlord (including Borrower),

other than any payments made by Tenant to the extent such payments are actually received by Lender or Purchaser;

- c. liable for the return of any security deposit not actually received by the Lender or Purchaser, as applicable;
- d. bound by any amendment, extension, or renewal of the Lease made without Lender's knowledge and consent, which consent shall not be unreasonably withheld, conditioned or delayed;
- e. Jubject to any offsets or defenses which Tenant might have against any prior landlord (including Borrower) based on any act or omission of any prior landlord (including Lor, ower) under the Lease, except to the extent any such offset or defense relates to a continuing obligation of the landlord under the Lease of which Tenant had given Lender notice and an opportunity to cure within the applicable time periods provided in paragraph of this Agreement, and in the case of an offset only, the offset right of Tenant is provided for in the Lease; or
- f. bound by this Agreement of the Lease has expired.
- 5. <u>Casualty: Condemnation</u>. Notwithstanding anything to the contrary contained in the Loan Documents, the provisions of the Least shall control the distribution and application for all insurance proceeds payable with respect to any casualty at the Property and of all awards or other compensation payable for the condemnation of all or any portion of the Property or any interest therein or by way of negotiated settlement or conveyance in her of condemnation. Nothing contained in this Agreement shall require Tenant to pay Borrower or Lende. Any proceeds that Tenant separately receives for Tenant's separate claims due to such casualty or condemnation.
- 6. Notice of Landlord's Default. Tenant shall provide Lender a copy of any notice of default that Tenant gives Borrower under the Lease, at the same time dead. Tenant gives such notice to Borrower, provided that failure to do so shall not be deemed a default hereunder. The filing of an action for damages or the cancellation or termination of the Lease by Tenant shall be effective only after Lender has received such notice and has failed within thirty (30) days after receipt of same to cure Borrower's default. However, if more than thirty (30) days shall be required due to the nature of the default, Lender shall be allowed to use more than said thirty (30) days to cure said default if within said thirty (30) day period Lender commences and diligently proceeds to cure the default, but in no event shall such date extend later than sixty (60) days after the date of Lender's receipt of the notice of default.
- 7. Assignment. Tenant acknowledges that Borrower will make an assignment of leases and rents (the "Assignment") in favor of Lender that will absolutely assign the Lease and the rents thereunder to Lender. If in the future there is a default by Borrower in the performance and observance of the terms of the deed of trust/mortgage, Lender may, at its option under the Assignment, require that all rents and other payments due under the Lease be paid directly to it. Upon written notification to that effect by Lender, Borrower hereby authorizes and directs Tenant and the Tenant agrees to pay the rent and any payments due under the terms of the Lease to Lender at the address specified by Lender in such notice. The Assignment does not diminish any obligations of Borrower under the Lease or impose any such obligations on Lender.

- No Abridgment of Borrower's Rights as Landlord. Nothing contained in this Agreement 8. is intended, nor shall it be construed, to abridge or to affect adversely any of Borrower's rights or remedies under the Lease in the event of Tenant's default under the Lease.
- Notice. Any notice or communication with respect to this Agreement shall be written, sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, or by telefax, and addressed as follows:

To Lender:

c/o MEMBERS Capital Advisors, Inc.

Attention: Commercial Mortgage Loan Department

5910 Mineral Point Road

Madison, Wisconsin 53705-4456

Brett Wall Filtran

875 Seegers Road

Des Plaines, Illinois 60016

With copy to:

Katten Muchin Rosenman LLP 525 West Moaroe Street Chicago, Illinois cuo61 Attn: Ira Swidler

If to Borrower:

Inland Opportunity Des Plaines Seegers, L.L.C.

Attn: Ulana Horalewskyj 2901 Butterfield Road Oak Brook, IL, 60523

With a copy to:

The Inland Real Estate Group, Inc.

Attn: General Counsel 2901 Butterfield Road Oak Brook, IL. 60523

Tooks Off If given in accordance with the terms of this Paragraph 9, then the notice or other communication will be deemed given as of the date of deposit in an official receptacle of the United States mail. Any party may designate a different address or addressee for purposes of this Paragraph 9 by giving ten (10) days prior written notice of the change to all other parties.

- 10. Governing Law. The laws of the state of Illinois shall govern the validity and construction of this Agreement.
- Amendments; Binding Effect. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns. Specifically, for purposes of this Agreement, the term "Lender" shall include any holder(s) of any of the indebtedness or other obligations secured by the Loan Documents. Tenant agrees that this Agreement shall be in full force and effect, notwithstanding that the date on which Tenant

executes this Agreement may precede the making of the Loan and the date of the Loan Documents. Tenant hereby irrevocably makes and appoints Borrower as its agent for the delivery of this Agreement to Lender.

12. <u>Countersignature</u>. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one counterpart.

[Signature Pages Follow]

COOK COUNTY
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EXECUTED as of the date first written above.

TENANT:	
FILTRAN LLC a Delaware limited liability company	
By:	
STATE OF ILLINOIS § [Acknowled COUNTY OF COOK §	gement for Tenant's signature]
This instrument was acknowledged before in <u>JOHN E. UDELHOFEN</u> (name), the Delaware limited liability company, on behalf of said	(title) of Filtran LLC, a
	Carol of Smith
	Notary Public, State of ////NOIS My commission expires: 9-1-2013
OFFICIAL SEAL CAROL L SMITH Notary Public - State of Hilnois My Commission Expires Sep 1, 2013	My commission expires: 9-1-2013

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BORROWER:

AGREED TO AND ACCEPTED:

INLAND OPPORTUNITY DES PLAINES SEEGERS, L.L.C. a Delaware limited liability company

By: Inland Opportunity Fund, L.L.C.

a Delaware limited liability company, its sole member

By: Inland Opportunity Business Manager & Advisor, Inc. an Illinois corporation, its sole manager

1210210

Name: ULANA & HORALEWSKY)

Title: TREASURER

STATE OF ILLINOIS

[/ʌcl nowledgement for Borrower's signature]

COUNTY OF DUPAGE

§ §

This instrument was acknowledged before my on the 25th day of October, 2010 by Lland Opportunity Business Mahager & Advisor, Inc., an Illinois corporation in its capacity as sole manager to and on behalf of Inland Opportunity Fund, L.L.C. a Delay are limited liability company in its capacity as sole member to and on behalf of Inland Opportunity Des Plaires Seegers, L.L.C. a Delaware limited liability company.

OFFICIAL SEAL
SUSAN METZLER
Notary Public - State of Illinois
My Commission Expires May 05, 2011

Notary Public, State of __

My commission expires:

5.5.

LENDE	R:
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CUNA MUTUAL INSURANCE SOCIETY
an Iowa Corporation
By: MEMBERS Capital Advisors, Inc.,
Its Investment Advisor
Name: Dullan
Title: PCROSTOR
STATE OF § [Acknowledgement for Lender's signature]
COUNTY OF S
I, the undersigned, a Notary Public in and for said county, in the state aforesaid, do hereby certify
that Danie J. Lawi, personally known to me to be the Director
of MEMBERS Capital Advisors, Inc., registered investment advisor for CUNA Mutua
Insurance Society, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such 1) is the person whose name is subscribed to the foregoing instrument as such 1) is the person whose name is subscribed to the foregoing instrument as such 1) is the person whose name is subscribed to the foregoing instrument as such 1) is the person whose name is subscribed to the foregoing instrument as such 1) is the person whose name is subscribed to the foregoing instrument as such 1) is the person whose name is subscribed to the foregoing instrument as such 1) is the person whose name is subscribed to the foregoing instrument as such 1) is the person whose name is subscribed to the foregoing instrument as such 1) is the person whose name is subscribed to the foregoing instrument as such 1) is the person whose name is subscribed to the foregoing instrument as such 1) is the person whose name is subscribed to the foregoing instrument as such 1) is the person whose name is subscribed to the person whose name is subscribed to the foregoing instrument as such 1) is the person whose name is subscribed to
Or lob , 2010 in person and acknowledged that he signed and delivered the said instruments as
of said corporation as said investment advisor, pursuant to authority
given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and
voluntary act of said corporation as said investment advisor, for the uses and purposes therein set forth:
Jak D. Kengsten
Notary Public, State of Wiscunsin
My commission: 15 De (maneul)

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF LOT "A" IN BENJAMIN CONSOLIDATION OF PART OF THE NORTHWEST 1/4 OF SECTION 17 AND PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 1922 AS DOCUMENT NUMBER 7455426, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF SEEGERS ROAD (ALSO KNOWN AS ELK GROVE ROAD) BEING T'IE NORTH LINE OF THE SAID NORTHWEST 1/4 OF SECTION 17, 351.0 FEET EAST OF THE NORTHWEST CORNER OF THE SAID NORTHWEST 1/4 OF SECTION 17; THENCE SOUTH ALONG A LINE DRAWN PARALLEL WITH THE WEST LINE OF THE SAID NORTHWEST 1/4 OF SECTION 17, A DISTANCE OF 452.95 FEET TO AN INTERSECTION WITH A LINE 8.5 FEET NORTHEASTERLY OF AND PARALLEL WITH THE CENTER LINE OF EXISTING SWITCH TRACK; THENCE SOUTHEASTERLY ALONG THE SAID LINE, 8.5 FEET NORTHEASTERLY OF AND PARALLEL WITH THE SAID CENTER LINE OF SWITCH TRACK, BEING THE ARC OF A CURVED LINE, CONVEX TO THE NORTHEAS? AND HAVING A RADIUS OF 718.65 FEET FOR A DISTANCE OF 130.32 FEET, THE CHORD OF SAID ARC BEING A LINE FORMING AN ANGLE OF 113 DEGREES 06 MINUTES 55 SECONDS, FROM NORTH TO SOUTHEAST WITH THE SAID LINE PARALLEL WITH THE WEST LINE OF THE SAID NORTHWEST 1/4 OF SECTION 17; THENCE SOUTHEASTERLY ON A LINE TANGENT TO THE SAID LAST DESCRIBED CURVED LINE AND FORMING AN ANGLE OF 5 DEGREES 11 MINUTES 42 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE SAID LAST DESCRIBED CHORD, A DISTANCE OF 49.63 FEET: THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE, CONVEX TO THE SOUTHWEST, TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 704.47 FEET, A DISTANCE OF 435.33 FEET, AS MEASURED ON THE SAID ARC, TO A POINT OF TANGENCY 359.15 FEET WESTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF SAID MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD ON A LINE FORMING AN ANGLE WITH SAID WESTERLY RIGHT-OF-WAY LINE 82 DEGREES 13 MINUTES FROM NORTH TO WEST FROM A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE WHICH IS 620.32 FEET SOUTHEASTERLY OF THE INTERSECTION OF SAID RIGHT-OF-WAY LINE WITH THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 17; THENCE EASTERLY ON SAID LINE TANGENT TO THE LAST DESCRIBED CURVED LINE A DISTANCE OF 55.41 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVED LINE, TANGENT TO THE LAST DESCRIBED LINE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 406.9 FEET, FOR A DISTANCE OF 371.37 FEET, AS MEASURED ON THE ARC OF SAID CURVE, TO AN INTERSECTION WITH THE WES FERLY LINE OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD RIGHT-OF-WAY THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF SAID RIGHT-OF-WAY 782.72 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE WITH THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 17; THENCE WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART LYING WESTERLY OF A LINE DRAWN 335.00 FEET (AS MEASURED PERPENDICULARLY) WESTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT "A" IN BENJAMIN CONSOLIDATION OF PART OF THE NORTHWEST 1/4 OF SECTION 17 AND PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 18 TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 1922 AS DOCUMENT NUMBER 7455426, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF SEEGERS ROAD (ALSO KNOWN AS ELK GROVE ROAD) BEING THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 17, 351.0 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF SECTION 17, THENCE SOUTH ALONG A LINE DRAWN PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 17, A DISTANCE OF 452.95 FEET TO AN INTERSECTION WITH A LINE 8.50 FEET NORTHEASTERLY OF AND PARALLEL WITH THE CENTER LINE OF EXISTING SWITCH TRACK; THENCE SOUTHEASTERLY ALONG SAID LINE 8.50 FEET NORTHEASTERLY OF AND PARALLEL WITH SAID CENTER LINE OF SWITCH TRACK, BEING THE ARC OF A CURVED LINE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 718.65 FEET FOR A DISTANCE OF 130.32 FEET, THE CHORD OF SAID ARC BEING A LINE FORMING AN ANGLE OF 113 DEGREES 06 MINUTES AND 55 SECONDS FROM NORTH TO SOUTHEAST WITH SAID LINE PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 17; THENCE SOUTHEASTERLY ON A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AND FORMING AN ANGLE OF 5 DEGREES 11 MINUTES AND 42 SECONDS TO THE RIGHT WITH A PROLONGATION OF SAID LAST

DESCRIBED CHORD, A DISTANCE OF 49.63 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE, CONVEY TO THE SOUTHWEST, TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 154.47 FEET, A DISTANCE OF 430.33 FEET, AS MEASURED ON SAID ARC, TO A POINT OF TANGENCY 359.15 FEET WESTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF SAID MINNEAPOLIS, ST. FAUL AND SAULT STE. MARIE RAILROAD ON A LINE FORMING AN ANGLE WITH SAID WESTERLY RICHT-OF-WAY LINE OF 82 DEGREES, 13 MINUTES FROM NORTH TO WEST FROM A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE WHICH IS 620.32 FEET SOUTHEASTERLY OF THE INTERSICTION OF SAID RIGHT-OF-WAY LINE WITH THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 17; THENCE EASTERLY ON SAID LINE TANGENT TO THE LAST DESCRIBED CURVED LINE A DISTANCE OF 55.41 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVED LINE, TANGENT OF THE LAST DESCRIBED LINE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 406.90 FEET, FOR A DISTANCE OF 375.37 FEET, AS MEASURED ON THE ARC OF SAID CURVE, TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD RIGHT-OF-WAY; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF SAID RIGHT-OF-WAY, 782.72 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE WITH THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 17; THENCE WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART LYING EASTERLY OF A LINE DRAWN 335 FEET (AS MEASURED PERPENDICULARLY) WESTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD, AND EXCEPTING THAT PART OF LOT "A" IN BENJAMIN CONSOLIDATION OF PART OF THE NORTHWEST 1/4 OF SECTION 17 AND PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 1922 AS DOCUMENT NUMBER 7455426, BOUNDED AND DESCRIBED AS FOLLOWS: COMMERCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 17; THENCE NORTH 87 DEGREES 24 MINUTES 34 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 17, SAID LINE ALSO BEING THE CENTER LINE OF SEEGERS ROAD (ALSO KNOWN AS ELK GROVE ROAD), 351.00 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 17, A DISTANCE OF 195.70 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUING SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID PARALLEL LINE, 257.25 FEET TO AN INTERSECTION WITH A LINE 8.5 FEET NORTHEASTERLY OF AND PARALLEL WITH THE CENTER LINE OF EXISTING SWITCH TRACK; THENCE SOUTHEASTERLY ALONG SAID LINE, 8.5 FEET NORTHEASTERLY OF AND PARALLEL WITH SAID CENTER LINE OF SWITCH TRACK, BEING THE ARC OF A CURVED LINE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 718.65 FEET FOR A DISTANCE OF 130.32 FEET, THE CHORD OF SAID ARC BEING A LINE FORMING AN ANGLE OF 113 DEGREES 06 MINUTES 55 SECONDS, FROM NORTH TO SOUTHEAST WITH SAID LINE PARALLEL WITH THE WEST LINE OF THE SAID NORTHWEST 1/4 OF SECTION 17; THENCE SOUTHEASTERLY ON A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AND FORMING AN ANGLE OF 5 DEGREES 11 MINUTES 42 SECONDS TO THE RIGHT WITH A PRLONGATION OF SAID LAST

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DESCRIBED CHORD, A DISTANCE OF 49.63 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE, CONVEX TO THE SOUTHWEST, TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 704.47 FEET, A DISTANCE OF 350.65 FEET; THENCE NORTH 5 DEGREES 04 MINUTES 00 SECONDS WEST, 145.42 FEET; THENCE NORTH 27 DEGREES 52 MINUTES 01 SECOND WEST, 324.06 FEET; THENCE SOUTH 87 DEGREES 24 MINUTES 34 SECONDS WEST, 336.10 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

SEMENT FOR CUMENT 081823300 PROPORTION AND KB II, L. IRCELS 1 AND 2 FOR DRAINAGE HEREIN TOGETHER WITH RIGHT OF ALL

1 N. 09-17-150-040

09-17-100-005

Address: 875 Seesus R.L. Des Plains, IL EASEMENT FOR STORMWATER AND MAINTENANCE AGREEMENT RECORDED JUNE 30, 2008 AS