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Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/09/2011 03:19 PM Pg: 1 of 10

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## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Prepared By and Mail To:

Michael J. Hurley, Jr., Esq.  
CASSIN & CASSIN LLP  
711 Third Avenue, 20<sup>th</sup> Floor  
New York, New York 10017

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## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

**THIS AGREEMENT** made as of this 8<sup>th</sup> day of September, 2011, by and between **CIBC INC.**, a Delaware corporation ("Lender") and **KOHL'S DEPARTMENT STORES, INC.**, a Delaware corporation ("Subtenant").

### RECITALS:

A. Subtenant has entered into a certain Sublease (the "Sublease") dated February 13, 2003 for certain premises located in the City of Chicago, Cook County, Illinois, and legally described in Exhibit A attached hereto and made a part hereof (the "Premises").

B. Lender is the beneficiary under a Mortgage, Assignment of Leases and Rents and Security Agreement (the "Security Instrument"), between Elston Development L.L.C., an Illinois limited liability company, as predecessor-in-interest to Elston Development I LLC, a Delaware limited liability company ("Sublandlord") and Lender, dated September 8, 2011 and recorded with the Cook County, Illinois Recorder encumbering the Premises and a specific Assignment of Leases and Rents dated September 8, 2011 and to be recorded with the Cook County, Illinois Recorder (the "Assignment") assigning the Sublease. Both the Security Instrument and the Assignment secure a loan or loans from Lender to Sublandlord.

C. Each party hereto has requested the other party to enter into this Agreement.

### AGREEMENTS:

**NOW, THEREFORE**, in consideration of the above Recitals and the agreements of the parties set forth below, and for One Dollar (\$1.00) and other good and valuable consideration, the parties hereto agree as follows:

1. The Lease and each and every term and condition thereof, and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of Subtenant in and to the Premises are and shall be subject and subordinate to the lien of the Security Instrument, all advances made or to be made thereunder, and to any renewals, modifications, supplements, replacements, consolidations, increases and extensions thereof.

2. Lender agrees that in the event of foreclosure of the Security Instrument, or other enforcement of the terms and conditions of the Security Instrument or the exercise by Lender of its rights under the Assignment, or if Lender comes into possession or acquires title to the Premises as a result of foreclosure or the threat thereof, or as a result of any other means, such action shall not result in either a termination of the Lease or a diminution or impairment of any of the rights granted to Subtenant in the

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Lease or in an increase in any of Subtenant's obligations under the Lease, including but not limited to provisions in the Lease dealing with condemnation, fire and other casualties.

3. Subtenant agrees with Lender that if the interest of Sublandlord in the Premises shall be transferred to Lender by reason of foreclosure or other proceedings, or by any other manner, or in the event of a foreclosure sale of the Premises to any other person, firm, or corporation, then in any of said events, Subtenant shall be bound to Lender or such purchaser, grantee or other successor to Sublandlord's interest ("Successor Sublandlord") under all of the terms, covenants and conditions of the Lease for the balance of the term remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if the Successor Sublandlord were the sublandlord under the Lease. Subtenant does hereby agree to attorn to the Successor Sublandlord.

4. At such time that Successor Sublandlord succeeds to the interest of Sublandlord under the Lease, Successor Sublandlord shall be bound to Subtenant under all of the terms, covenants and conditions of the Lease for the balance of the term remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease; provided, however, Subtenant agrees that a Successor Sublandlord shall not be:

- (a) personally liable for any act or omission of any prior landlord under the Lease;
- (b) bound by any base rent or additional rent which Subtenant may have paid for more than the current or next succeeding month to any prior landlord; or
- (c) obligated to perform any work in the Premises or any part thereof, other than such work which is required to be performed by Sublandlord under the Lease.

5. Subtenant will notify Lender of any default of Sublandlord under the Lease which Subtenant believes would entitle it to cancel the Lease or abate the base rent or additional rent payable thereunder, and agrees that no notice of cancellation thereof nor any such rent abatement shall be effective against Lender unless Lender has received the notice aforesaid and has failed to cure the default within the longer of thirty (30) days after such notice or such period of time following such notice as Sublandlord has to cure the default which gives rise to such alleged right of cancellation or abatement ("Lender Cure Period"). All such notices shall be in writing and shall be deemed to have been given when delivered personally, when deposited in the United States mail, certified or registered, postage prepaid, or when delivered by Federal Express or similar overnight delivery service, addressed as follows:

To Lender: CIBC Inc.  
200 West Madison Street, Suite 2610  
Chicago, IL 60606

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With a copy to: SBAF Mortgage Fund I/Lender, LLC  
c/o Principal Real Estate Investors, LLC  
711 High Street  
Des Moines, IA 50392-0301

6. Provided Sublandlord has irrevocably and unconditionally directed Subtenant to comply with such demand, Subtenant shall, upon Lender's demand therefor, thereafter pay directly to Lender all amounts thereafter payable by Subtenant to Sublandlord under the Lease.

7. This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns. As used herein, the term "Subtenant" shall include Subtenant, its successors and assigns as permitted under the Lease; the words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Sublandlord's estate in the Premises by voluntary deed (or assignment) in lieu of foreclosure, and the word "Lender" shall include the Lender specifically named herein and any of its successors and assigns, including any Successor Sublandlord.

**[SIGNATURES ON FOLLOWING PAGE(S)]**

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

**LENDER:**

CIBC INC., a Delaware corporation

By: [Signature]  
Name: Todd Roth  
Title: Managing Director

STATE OF NEW YORK )  
  ) SS  
COUNTY OF NEW YORK )

Personally came before me this 4 day of September, 2011, the above-named Todd Roth, to me known to be the Managing Director of CIBC Inc., a Delaware corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]  
Notary Public

My Commission Expires: 12-19-13

NILDA L POLANCO  
Notary Public, State of New York  
01PO6139097  
Qualified in Nassau County  
Certified in New York County  
Commission Expires Dec. 19, 2013

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

**SUBTENANT:**

**KOHL'S ILLINOIS, INC.**, a Nevada corporation, wholly owned by **KOHL'S DEPARTMENT STORES, INC.**, a Delaware corporation

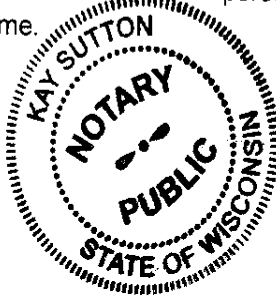
By: Sarah J. Ryan  
Sarah J. Ryan  
Director, Property Development

Law

STATE OF WISCONSIN )  
) ss

COUNTY OF WAUKESHA )

Personally came before me this 28<sup>th</sup> day of July, 2011, the above-named Sarah J. Ryan, to me known to be the Director, Property Development Law of Kohl's Department Stores, Inc., a Delaware corporation, which wholly owns Kohl's Illinois, Inc., a Nevada corporation, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Kay Sutton  
Notary Public

My Commission Expires: 7-27-2014

This instrument was drafted by  
and after recording should be returned to:

Sarah J. Ryan  
Kohl's Department Stores, Inc.  
N56 W17000 Ridgewood Drive  
Menomonee Falls, Wisconsin 53051

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## EXHIBIT A

### LEGAL DESCRIPTION OF PREMISES

THAT PART OF VARIOUS LOTS, VACATED STREETS, AND ALLEYS IN VARIOUS SUBDIVISIONS IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF WEST WEBSTER AVENUE WITH THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE; THENCE SOUTH 44 DEGREES 59 MINUTES 59 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE 204.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 44 DEGREES 59 MINUTES 59 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE 714.38 FEET; THENCE SOUTH 45 DEGREES 03 MINUTES 01 SECONDS WEST 316.20 FEET TO THE NORTHEASTERLY LINE OF THE CHICAGO & NORTHWESTERN RAILROAD RIGHT OF WAY; THENCE NORTH 50 DEGREES 35 MINUTES 39 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 695.54 FEET TO THE EAST LINE OF NORTH WOOD STREET; THENCE NORTH 00 DEGREES 54 MINUTES 22 SECONDS EAST ALONG SAID EAST LINE 75.0 FEET TO A POINT 358.29 FEET (AS MEASURED ON SAID EAST LINE) SOUTH OF THE SOUTH LINE OF WEST WEBSTER AVENUE; THENCE SOUTH 89 DEGREES 05 MINUTES 38 SECONDS EAST 42.21 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 01 SECONDS EAST 300.76 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

LESS AND EXCEPT THE FOLLOWING PARCEL OF LAND:

THAT PART OF LOT "A" IN THE CONSOLIDATION OF PARTS OF ORIGINAL BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECT ON 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF WEST WEBSTER AVENUE WITH THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE; THENCE SOUTH 44 DEGREES 59 MINUTES 59 SECONDS EAST, ALONG THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE, 504.57 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 45 DEGREES 00 MINUTES 01 SECOND WEST 30.00 FEET; THENCE NORTH 44 DEGREES 59 MINUTES 59 SECONDS WEST 20.00 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 01 SECOND EAST 30.00 FEET TO THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE; THENCE SOUTH 44 DEGREES 59 MINUTES 59 SECONDS EAST, ALONG THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE, 20.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Such property also described as:

#### PARCEL D1:

THAT PART OF LOT 19 IN PARTRIDGE'S SUBDIVISION OF LOT 12 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF WEST WEBSTER AVENUE WITH THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE; THENCE SOUTH 44 DEGREES 59 MINUTES 59 SECONDS EAST, ALONG THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE, 159.92 FEET TO THE NORTH MOST CORNER OF LOT 4 IN PARTRIDGE'S SUBDIVISION, AFORESAID; THENCE SOUTH 45 DEGREES 00 MINUTES 01 SECONDS WEST, ALONG THE NORTHWESTERLY LINE OF LOT 4, A DISTANCE OF 118.50 FEET TO THE WEST MOST CORNER THEREOF; THENCE SOUTH 20 DEGREES 27 MINUTES 26 SECONDS EAST, ALONG THE WESTERLY LINE OF LOTS 2, 3 AND 4 IN PARTRIDGE'S SUBDIVISION AFORESAID, A DISTANCE OF 83.07 FEET TO THE NORTHERLY LINE OF AN ALLEY VACATION PER DOCUMENT NO. 15085025; THENCE SOUTH 75 DEGREES 29 MINUTES 43 SECONDS WEST ALONG THE NORTHERLY LINE OF AN ALLEY VACATION PER DOCUMENT NO. 15085025, A DISTANCE OF 28.02 FEET TO THE SOUTHEAST CORNER OF LOT 19, BEING THE



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POINT OF BEGINNING; THENCE NORTH 89 DEGREES 05 MINUTES 36 SECONDS WEST, ALONG THE SOUTH LINE OF LOT 19, A DISTANCE OF 22.81 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 01 SECONDS EAST 24.27 FEET TO THE EASTERLY LINE OF LOT 19; THENCE SOUTH 17 DEGREES 52 MINUTES 12 SECONDS EAST, ALONG THE EASTERLY LINE OF LOT 19, A DISTANCE OF 18.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL D2:

THAT PART OF A PUBLIC ALLEY LYING WESTERLY OF LOTS 2 AND 3 AND EASTERLY OF LOT 19 IN PARTRIDGE'S SUBDIVISION OF LOT 12 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF WEST WEBSTER AVENUE WITH THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE; THENCE SOUTH 44 DEGREES 59 MINUTES 59 SECONDS EAST, ALONG THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE, 159.92 FEET TO THE NORTH MOST CORNER OF LOT 4 IN PARTRIDGE'S SUBDIVISION, AFORESAID; THENCE SOUTH 45 DEGREES 00 MINUTES 01 SECONDS WEST, ALONG THE NORTHWESTERLY LINE OF LOT 4, A DISTANCE OF 118.50 FEET TO THE WEST MOST CORNER THEREOF; THENCE SOUTH 20 DEGREES 27 MINUTES 26 SECONDS EAST, ALONG THE WESTERLY LINE OF LOTS 3 AND 4, A DISTANCE OF 49.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 20 DEGREES 27 MINUTES 26 SECONDS EAST, ALONG THE WESTERLY LINE OF LOTS 2 AND 3, A DISTANCE OF 33.64 FEET TO THE NORTHERLY LINE OF AN ALLEY VACATION PER DOCUMENT NO. 15085025; THENCE SOUTH 75 DEGREES 29 MINUTES 43 SECONDS WEST, ALONG THE NORTHERLY LINE OF AN ALLEY VACATION PER DOCUMENT NO. 15085025, A DISTANCE OF 28.02 FEET TO THE SOUTHEAST CORNER OF LOT 19; THENCE NORTH 17 DEGREES 52 MINUTES 12 SECONDS WEST, ALONG THE EASTERLY LINE OF LOT 19, A DISTANCE OF 18.41 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 01 SECONDS EAST 29.72 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL F1:

THAT PART OF LOT 'A' IN THE CONSOLIDATION OF PARTS OF ORIGINAL BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF WEST WEBSTER AVENUE WITH THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE; THENCE SOUTH 44 DEGREES 59 MINUTES 59 SECONDS EAST, ALONG THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE, 260.66 FEET TO THE SOUTHEASTERLY LINE OF LOT 1 IN PARTRIDGE'S SUBDIVISION OF LOT 12 IN BLOCK 21, AFORESAID, BEING ALSO THE POINT OF BEGINNING; THENCE SOUTH 45 DEGREES 00 MINUTES 01 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF LOT 1 AND THE SOUTHEASTERLY LINE OF AN ALLEY VACATION PER DOCUMENT NO. 15085025, A DISTANCE OF 174.02 FEET; THENCE NORTH 90 DEGREES 05 MINUTES 36 SECONDS WEST, ALONG THE SOUTH LINE OF LOT 20 AND THE SOUTH LINE OF AN ALLEY VACATION PER DOCUMENT NO. 15085025, A DISTANCE OF 77.66 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 01 SECONDS WEST 72.70 FEET; THENCE NORTH 89 DEGREES 05 MINUTES 38 SECONDS WEST 42.21 FEET TO THE EAST LINE OF NORTH WOOD STREET; THENCE SOUTH 00 DEGREES 54 MINUTES 22 SECONDS WEST, ALONG THE EAST LINE OF NORTH WOOD STREET, 75.00 FEET TO THE NORTHEASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY RIGHT OF WAY; THENCE SOUTH 50 DEGREES 35 MINUTES 39 SECONDS EAST, ALONG THE NORTHEASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY RIGHT OF WAY, 639.65 FEET; THENCE NORTH 44 DEGREES 12 MINUTES 45 SECONDS EAST 175.14 FEET; THENCE NORTH 45 DEGREES 03 MINUTES 01 SECONDS EAST 146.52 FEET TO THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE; THENCE NORTH 44 DEGREES 59 MINUTES 59 SECONDS WEST, ALONG THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE, 356.51 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 01 SECONDS WEST 30.00 FEET; THENCE NORTH 44 DEGREES 59 MINUTES 59 SECONDS WEST 20.00 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 01 SECONDS EAST 30.00 FEET TO THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE; THENCE NORTH 44 DEGREES 59 MINUTES 59 SECONDS WEST, ALONG THE SOUTHWESTERLY



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LINE OF NORTH ELSTON AVENUE, 223.91 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL F2:

LOTS 1 AND 2 AND THAT PART OF LOT 3 IN PARTRIDGE'S SUBDIVISION OF LOT 12 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF WEST WEBSTER AVENUE WITH THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE; THENCE SOUTH 44 DEGREES 59 MINUTES 59 SECONDS EAST, ALONG THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE, 204.88 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44 DEGREES 59 MINUTES 59 SECONDS EAST, ALONG THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE, 55.78 FEET TO THE EAST MOST CORNER OF LOT 1; THENCE SOUTH 45 DEGREES 00 MINUTES 01 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF LOT 1, A DISTANCE OF 153.05 FEET TO THE SOUTHERLY MOST CORNER THEREOF; THENCE NORTH 44 DEGREES 52 MINUTES 15 SECONDS WEST, ALONG THE SOUTHWESTERLY LINE OF LOT 1, A DISTANCE OF 25.18 FEET TO THE WEST MOST CORNER THEREOF; THENCE NORTH 20 DEGREES 27 MINUTES 26 SECONDS WEST, ALONG THE WESTERLY LINE OF LOTS 2 AND 3, A DISTANCE OF 33.64 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 01 SECONDS EAST 139.03 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL F3:

THAT PART OF VACATED PUBLIC ALLEY PER DOCUMENT 15085025 LYING WESTERLY OF LOT 1 AND EASTERLY OF LOT 20 IN PARTRIDGE'S SUBDIVISION OF LOT 12 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF WEST WEBSTER AVENUE WITH THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE; THENCE SOUTH 44 DEGREES 59 MINUTES 59 SECONDS EAST, ALONG THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE, 260.66 FEET TO THE EAST MOST CORNER OF LOT 1; THENCE SOUTH 45 DEGREES 00 MINUTES 01 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF LOT 1, A DISTANCE OF 153.06 FEET TO THE SOUTH MOST CORNER THEREOF, BEING THE POINT OF BEGINNING; THENCE SOUTH 45 DEGREES 00 MINUTES 01 SECONDS WEST, ALONG THE SOUTHEASTERLY LINE OF SAID VACATED ALLEY, 20.96 FEET; THENCE NORTH 89 DEGREES 05 MINUTES 36 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID VACATED ALLEY, 30.47 FEET; THENCE NORTH 00 DEGREES 54 MINUTES 24 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID VACATED ALLEY, 25.17 FEET; THENCE NORTH 75 DEGREES 29 MINUTES 43 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID VACATED ALLEY, 28.02 FEET; THENCE SOUTH 44 DEGREES 52 MINUTES 15 SECONDS EAST, ALONG THE NORTHEASTERLY LINE OF SAID VACATED ALLEY, 25.18 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL F4:

THAT PART OF LOT 20 IN PARTRIDGE'S SUBDIVISION OF LOT 12 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF WEST WEBSTER AVENUE WITH THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE; THENCE SOUTH 44 DEGREES 59 MINUTES 59 SECONDS EAST, ALONG THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE, 159.92 FEET TO THE NORTH MOST CORNER OF LOT 4 IN PARTRIDGE'S SUBDIVISION, AFORESAID; THENCE SOUTH 45 DEGREES 00 MINUTES 01 SECONDS WEST, ALONG THE NORTHWESTERLY LINE OF LOT 4, A DISTANCE OF 118.50 FEET TO THE WESTERLY LINE THEREOF; THENCE SOUTH 20 DEGREES 27 MINUTES 26 SECONDS EAST, ALONG THE WESTERLY LINE OF LOTS 2, 3 AND 4 IN PARTRIDGE'S SUBDIVISION, AFORESAID, A DISTANCE OF 83.07 FEET TO THE NORTHERLY LINE OF AN ALLEY VACATION PER DOCUMENT NO. 15085025; THENCE SOUTH 75 DEGREES 29 MINUTES 43 SECONDS WEST, ALONG THE NORTHERLY LINE OF AN ALLEY VACATION PER DOCUMENT NO. 15085025, A DISTANCE OF 28.02 FEET TO THE NORTHEAST CORNER OF LOT 20, BEING THE

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POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 54 MINUTES 24 SECONDS WEST, ALONG THE EAST LINE OF LOT 20, A DISTANCE OF 25.17 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 05 MINUTES 36 SECONDS WEST, ALONG THE SOUTH LINE OF LOT 20, A DISTANCE OF 47.20 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 01 SECONDS EAST 35.05 FEET TO THE NORTH LINE OF LOT 20; THENCE SOUTH 89 DEGREES 05 MINUTES 36 SECONDS EAST, ALONG THE NORTH LINE OF LOT 20, A DISTANCE OF 22.81 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL G:

THAT PART OF LOT 'A' IN THE CONSOLIDATION OF PARTS OF ORIGINAL BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF WEST WEBSTER AVENUE WITH THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE; THENCE SOUTH 44 DEGREES 59 MINUTES 59 SECONDS EAST, ALONG THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE, 919.26 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 45 DEGREES 03 MINUTES 01 SECONDS WEST 316.20 FEET TO THE NORTH EASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY RIGHT OF WAY; THENCE NORTH 50 DEGREES 35 MINUTES 39 SECONDS WEST, ALONG THE NORTHEASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY RIGHT OF WAY, 55.89 FEET; THENCE NORTH 44 DEGREES 12 MINUTES 45 SECONDS EAST 175.14 FEET; THENCE NORTH 45 DEGREES 03 MINUTES 01 SECONDS EAST 146.52 FEET TO THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE; THENCE SOUTH 44 DEGREES 59 MINUTES 59 SECONDS EAST, ALONG THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE, 58.18 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Address: 2140 N. Elston Avenue, Chicago, Illinois

PINS: 14-31-211-038-0000;  
 14-31-211-039-0000;  
 14-31-211-042-0000;  
 14-31-211-043-0000;  
 14-31-211-044-0000;  
 14-31-211-045-0000;  
 14-31-211-046-0000;  
 14-31-211-048-0000