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Doc#: 1211511109 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/24/2012 12:41 PM Pg: 1 of 11

PREPARED BY Melody Rhodes
WHEN RECORDED MAIL TO:

STANCORP MORTGAGE INVESTORS, LLC
19225 NW TANASBOURNE DRIVE
HILLSBORO, OR 97124

ATTN: COMPLIANCE, T3A

SIC Loan No. P2012704

SUBORDINATION AND ATTORNMENT AGREEMENT

NOTICE: THIS SUBORDINATION AND ATTORNMENT AGREEMENT RESULTS IN YOUR INTERESTS IN THE PROPERTY BECOMING SUBJECT TO AND OF A LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AND ATTORNMENT AGREEMENT is dated as of March 21, 2012.

Recitals

A. The Lessor, **Bridgeport Retail Plaza, LLC**, an Illinois limited liability company, and the undersigned Lessee are parties to a lease dated **March 3, 2008** ("the Lease"), which lease covers part or all of the real property (the "Property") described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof for legal description.

STREET ADDRESS: **3434-3464 South Halsted Street & 808 West 35th Street, Chicago, Illinois, 60608**

B. **Standard Insurance Company**, an Oregon corporation ("Lender") has agreed to make or purchase a loan to Lessor in the original principal sum of **\$4,800,000.00**, evidenced by a promissory note, dated **March 21, 2012**, and secured by a mortgage of even date (the "Mortgage") on the Property and by such other security instruments as Lender may require (the "Security Instruments").

Box 400-CTCC

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USA 792020 000264 ASM

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C. As a condition precedent to Lender's disbursement of loan proceeds, Lender has required that Lessee subordinate the Lease and Lessee's interest in the Property in all respects to the lien of the Mortgage, which will be recorded in the county in which the Property is located, and to the lien and security title of the Security Instruments, if any, securing Lender's other interests in the Property.

D. It will be of substantial benefit to the Lessee for Lender to disburse the loan proceeds.

E. Lender is disbursing the loan proceeds in reliance upon the agreements contained in this instrument.

Agreement

NOW, THEREFORE, in order to induce Lender to make or purchase the loan to Lessor, and in consideration of the promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Lessee, it is hereby agreed as follows:

1. **Subordination.** The Lease and Lessee's leasehold estate created thereby and any renewals, extensions, amendments or modifications thereof, shall be and are completely and unconditionally subject and subordinate to the lien of the Mortgage and to the liens of the Security Instruments, if any, and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof.

2. **Reliance By Lender.** The undersigned is executing this instrument in order to induce Lender to disburse the loan proceeds secured by the Mortgage, and the undersigned agrees that the disbursement by Lender of all or any part of the loan proceeds shall constitute conclusive reliance by Lender upon this instrument and the provisions hereof and the subordination affected hereby.

3. **Foreclosure.** In the event action is taken to foreclose the lien of the Mortgage, either pursuant to a power of sale or by judicial proceedings, or, in the event Lender acquires possession of the Property by deed in lieu of foreclosure, Quitclaim Deed or like action, Lender, or any purchaser of the Property at foreclosure sale, shall not be required to recognize the Lease, or the rights of the Lessee under the Lease, and the rights of the Lessee thereunder, including any option thereunder, shall, at the sole election of Lender or such other purchaser at foreclosure sale, cease and terminate upon acquisition of title to or upon possession of the Property by Lender or any purchaser at foreclosure sale.

4. **Purchase Options.** Any options or rights contained in the Lease allowing Lessee to acquire title to the Property are hereby made subject and subordinate to the rights of Lender under the Mortgage, any acquisition of title to the Property made by Lessee during the term of the Mortgage shall be made subordinate and subject to the Mortgage.

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5. **Condemnation.** Without limiting the generality of the foregoing, Lessee subordinates its right, title and interest under the Lease to the interest of Lender in any award of condemnation or eminent domain, and Lessee does assign and transfer to Lender the right and privilege to receive any interest of Lessee in and to the full extent of such award of condemnation or eminent domain, or, if the Mortgage is not yet fully satisfied, to the extent necessary to pay in full any and all sums secured by the Mortgage (Lessee authorizing Lender to apply any funds so received in satisfaction of any sums secured by the Mortgage).

6. **Attornment.** The undersigned represents to Lender that the exercise by Lender of its rights and remedies under the Mortgage, under the Security Instruments or under the note secured thereby, including without limitation its rights of foreclosure, shall not constitute an event of default under the Lease. If the interests of Lessor shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by Lender in lieu of or pursuant to a foreclosure, or by any other manner, and Lender succeeds to the interests of the Lessor under the Lease, and if Lessor shall have elected not to terminate the interests of Lessee, Lessee shall be bound to Lender 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 affected in accordance with any option therefor in the Lease, with the same force and effect as if Lender were the lessor under the Lease, and Lessee does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative immediately upon Lender succeeding to the interests of the Lessor under the Lease without the execution of any further instruments on the part of any of the parties hereto, provided that Lessee shall be under no obligation to pay rent to Lender until Lessee receives written notice from Lender that it has succeeded to the interests of the Lessor under the Lease. The respective rights and obligations of Lessee and Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease, and any such extensions and renewals, shall be and are the same as now set forth therein.

7. **Lender Not Bound By Certain Acts of Lessor.** If Lender shall succeed to the interests of Lessor under the Lease, Lender shall not be (a) liable for any act or omission of any prior lessor (including Lessor), (b) subject to any offsets or defenses which Lessee might have against any prior lessor (including Lessor), (c) bound by any rent or additional rent which Lessee might have paid for more than the then current installment, (d) bound by any amendment or modification of the Lease made without its consent, or (e) liable for any security or other deposits which were paid by Lessee, or any predecessor in interest to Lessee, to any Lessor, and which were not received by Lender.

8. **Waiver.** Without limiting the generality of the foregoing, Lessee waives presentment, demand, protest, and notice and agrees that Lender, without notice to or consent of Lessee, upon such terms as Lender may deem advisable, without releasing or discharging Lessee from this Subordination Agreement or affecting the lien or priority of the Mortgage, may:

- (a) extend, in whole or in part, by renewal or otherwise, the time of payment or performance of any obligation secured by the Mortgage;

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- (b) release, surrender, exchange, or modify any obligation secured by the Mortgage, or any security for such obligation; and/or
- (c) settle or compromise any claim with respect to any obligation secured by the Mortgage or any claim against any person who has given security for any such obligation.

The undersigned ratifies any such extension, renewal, release, surrender, exchange, modification, settlement, or compromise and waives all defenses, counterclaims, or offsets which it might have by reason thereof.

9. Successors and Assigns. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon the parties hereto and their heirs, executors, administrators, representatives, successors and assigns, including without limitation each and every lessee and lessor under the Lease or any other person having an interest therein and shall inure to the benefit of Lender and its successors and assigns.

10. Choice of Law. The law of the state in which the Property is located shall govern the validity, interpretation, construction, and performance of this Agreement. The parties hereto irrevocably submit to the jurisdiction of any state or federal court in the State where the Property is located in any action or proceeding brought to enforce or otherwise arising out of or relating to this Agreement, and waive any claim that such forum is an inconvenient forum.

11. Captions and Headings. The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

12. Notices. All notices required or permitted under this Agreement shall be in writing and shall be telecopied, cabled, delivered by hand, or mailed by first class registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Lender:

Standard Insurance Company
Attn: Mortgage Loan Servicing T3A
19225 NW Tanasbourne Drive
Hillsboro, OR 97124

If to Lessee:

Mega Realty, Inc.
4849 North Milwaukee Avenue, Suite 302
Chicago, IL 60630

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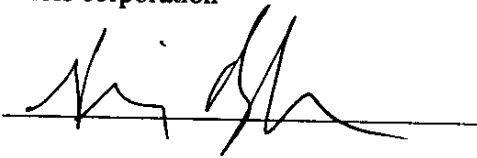
Changes in the respective addresses to which such notices shall be directed may be made from time to time by either party by notice to the other party given at least ten (10) days before such change of address is to become effective. Notices given by mail in accordance with this provision shall be deemed to have been given three (3) days after the date of dispatch; notices given by any other means shall be deemed to have been given when received.

13. **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE UNDERSIGNED CONSULT WITH ITS ATTORNEYS WITH RESPECT THERETO.

LESSEE

Mega Realty, Inc.,
an Illinois corporation

By: 

Its: President

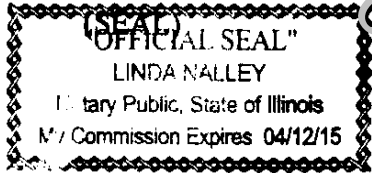
ACKNOWLEDGMENTS MUST BE ATTACHED IN SIZE AND FORM AS REQUIRED BY LAW.

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ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

On this 29th day of March 2012, before me appeared Nicholas Black, to me personally known, who, being by me duly sworn, did say that he is the President of Mega Realty, Inc., an Illinois corporation, and that said instrument was signed on behalf of said company by authority of its members, and said Manager acknowledged said instrument to be the free act and deed of said company.



Linda Nalley

 Notary Public

My term expires: 4-12-15

Property of Cook County Clerk's Office

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EXHIBIT "A"
LOAN NO. B2012704
DATED: March 21, 2012

To follow.

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property of Cook County Clerk's Office

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EXHIBIT "A"
 LOAN NO. B2012704
 DATED: March 21, 2012

THAT PART OF LOTS 49 THROUGH 60 IN BLOCK 4 IN BROWN'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTH 45 ACRES OF THE EAST ONE-HALF (1/2) OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS DESCRIBED AS FOLLOWS:

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCATED 13.49 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 24.53 FEET ABOVE CHICAGO CITY DATUM LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF AFORESAID LOTS 49 TO 60 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 49; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 49, A DISTANCE OF 1.55 FEET; THENCE WEST ALONG A LINE MAKING AN ANGLE OF 90 DEGREES 01 MINUTES 06 SECONDS MEASURED CLOCKWISE, SOUTH TO WEST FROM THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 4.02 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF TWO WALLS OF A FIVE STORY BRICK BUILDING COMMONLY KNOWN AS 3434-06 SOUTH HALSTED STREET IN CHICAGO, BEING THE POINT OF BEGINNING OF THE EXCEPTION HEREIN DESCRIBED; THENCE ALONG THE INTERIOR FACES OF THE WALLS OF THE ENCLOSED SPACE DESCRIBED HEREIN, THE FOLLOWING COURSES AND DISTANCES; ALL AT RIGHT ANGLES TO EACH OTHER UNLESS NOTED OTHERWISE SOUTH, A DISTANCE OF 68.90 FEET; WEST, A DISTANCE OF 3.20 FEET; SOUTH, A DISTANCE OF 21.20 FEET; EAST, A DISTANCE OF 3.23 FEET; SOUTH, A DISTANCE OF 26.25 FEET; WEST, A DISTANCE OF 7.29 FEET; SOUTH, A DISTANCE OF 5.15 FEET; WEST, A DISTANCE OF 0.45 FEET; SOUTH, A DISTANCE OF 1.20 FEET; WEST, A DISTANCE OF 5.85 FEET; SOUTH, A DISTANCE OF 1.00 FOOT; WEST, A DISTANCE OF 1.70 FEET; SOUTH, A DISTANCE OF 17.60 FEET; WEST, A DISTANCE OF 42.95 FEET; NORTH, A DISTANCE OF 2.25 FEET; WEST, A DISTANCE OF 0.70 FEET; NORTH, A DISTANCE OF 4.70 FEET; WEST, A DISTANCE OF 5.35 FEET; NORTH, A DISTANCE OF 61.27 FEET; EAST, A DISTANCE OF 5.10 FEET; SOUTH, A DISTANCE OF 5.80 FEET; WEST, A DISTANCE OF 0.10 FEET; SOUTH, A DISTANCE OF 2.00 FEET; EAST, A DISTANCE OF 1.20 FEET; NORTH, A DISTANCE OF 1.35 FEET; EAST, A DISTANCE OF 17.25 FEET; NORTH, A DISTANCE OF 19.75 FEET; WEST, A DISTANCE OF 3.75 FEET; NORTH, A DISTANCE OF 4.80 FEET; WEST, A DISTANCE OF 13.60 FEET; NORTH, A DISTANCE OF 1.60 FEET; WEST, A DISTANCE OF 1.20 FEET; SOUTH, A DISTANCE OF 1.15 FEET; WEST, A DISTANCE OF 4.85 FEET; NORTH, A DISTANCE OF 53.85 FEET; EAST, A DISTANCE OF 4.60 FEET; SOUTH, A DISTANCE OF 1.20 FEET; EAST, A DISTANCE OF 1.85 FEET; NORTH, A DISTANCE OF 1.20 FEET; EAST, A DISTANCE OF 57.66 FEET TO THE POINT OF BEGINNING.

ALSO

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCATED 13.44 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 24.53 FEET ABOVE CHICAGO CITY DATUM LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF AFORESAID LOTS 49 TO 60 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 60; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 60, A DISTANCE OF 4.19 FEET; THENCE EAST ALONG A LINE MAKING AN ANGLE OF 89 DEGREES 55 MINUTES 31 SECONDS MEASURED CLOCKWISE, NORTH TO EAST FROM THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 7.37 FEET TO A POINT ON THE VERTICAL LINE

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OF INTERSECTION OF THE INTERIOR FACES OF TWO WALLS OF A FIVE STORY BRICK BUILDING COMMONLY KNOWN AS 3434-3466 SOUTH HALSTED STREET IN CHICAGO, BEING THE POINT OF BEGINNING OF THE EXCEPTION HEREIN DESCRIBED; THENCE ALONG THE INTERIOR FACES OF THE WALLS OF THE ENCLOSED SPACE DESCRIBED HEREIN, THE FOLLOWING COURSES AND DISTANCES; ALL AT RIGHT ANGLES TO EACH OTHER UNLESS NOTED OTHERWISE

NORTH, A DISTANCE OF 75.20 FEET; EAST, A DISTANCE OF 32.60 FEET; SOUTH, A DISTANCE OF 7.85 FEET; EAST, A DISTANCE OF 31.25 FEET; NORTH, A DISTANCE OF 30.40 FEET; WEST, A DISTANCE OF 9.55 FEET; NORTH, A DISTANCE OF 5.60 FEET; NORTHEASTERLY ALONG A LINE MAKING AN ANGLE OF 93 DEGREES 14 MINUTES 01 SECONDS MEASURED COUNTER-CLOCKWISE, SOUTH TO NORTHEASTERLY FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 10.65 FEET; NORTH ALONG A LINE MAKING AN ANGLE OF 94 DEGREES 28 MINUTES 16 SECONDS MEASURED CLOCKWISE, SOUTHWESTERLY TO NORTH FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 3.10 FEET; EAST, A DISTANCE OF 4.00 FEET; SOUTH, A DISTANCE OF 9.60 FEET; WEST, A DISTANCE OF 1.10 FEET; SOUTH, A DISTANCE OF 17.95 FEET; EAST, A DISTANCE OF 5.00 FEET; SOUTH, A DISTANCE OF 3.70 FEET; WEST, A DISTANCE OF 4.10 FEET; SOUTH, A DISTANCE OF 17.15 FEET; EAST, A DISTANCE OF 9.40 FEET; NORTH, A DISTANCE OF 16.35 FEET; EAST, A DISTANCE OF 0.55 FEET; NORTH, A DISTANCE OF 2.05 FEET; WEST, A DISTANCE OF 2.70 FEET; SOUTH, A DISTANCE OF 1.10 FEET; WEST, A DISTANCE OF 2.00 FEET; NORTH, A DISTANCE OF 4.20 FEET; WEST, A DISTANCE OF 4.95 FEET; NORTH, A DISTANCE OF 15.50 FEET; EAST, A DISTANCE OF 0.80 FEET; NORTH, A DISTANCE OF 0.95 FEET; EAST, A DISTANCE OF 8.35 FEET; NORTH, A DISTANCE OF 4.20 FEET; EAST, A DISTANCE OF 0.55 FEET; NORTH, A DISTANCE OF 2.20 FEET; WEST, A DISTANCE OF 0.55 FEET; NORTH, A DISTANCE OF 15.25 FEET; EAST, A DISTANCE OF 0.20 FEET; NORTH, A DISTANCE OF 3.11 FEET; WEST, A DISTANCE OF 0.15 FEET; NORTH, A DISTANCE OF 14.90 FEET; EAST, A DISTANCE OF 0.40 FEET; NORTH, A DISTANCE OF 1.59 FEET; EAST, A DISTANCE OF 24.50 FEET; SOUTH, A DISTANCE OF 17.35 FEET; EAST, A DISTANCE OF 1.70 FEET; SOUTH, A DISTANCE OF 1.15 FEET; EAST, A DISTANCE OF 5.90 FEET; SOUTH, A DISTANCE OF 0.85 FEET; EAST, A DISTANCE OF 0.65 FEET; SOUTH, A DISTANCE OF 5.40 FEET; EAST, A DISTANCE OF 6.35 FEET; SOUTH, A DISTANCE OF 23.25 FEET; WEST, A DISTANCE OF 0.40 FEET; SOUTH, A DISTANCE OF 1.40 FEET; EAST, A DISTANCE OF 0.40 FEET; SOUTH, A DISTANCE OF 24.25 FEET; WEST, A DISTANCE OF 0.30 FEET; SOUTH, A DISTANCE OF 1.40 FEET; EAST, A DISTANCE OF 0.30 FEET; SOUTH, A DISTANCE OF 22.20 FEET; WEST, A DISTANCE OF 1.69 FEET; SOUTH, A DISTANCE OF 0.50 FEET; WEST, A DISTANCE OF 5.50 FEET; SOUTH, A DISTANCE OF 7.65 FEET; WEST, A DISTANCE OF 2.10 FEET; SOUTH, A DISTANCE OF 9.10 FEET; SOUTHWESTERLY ALONG A LINE MAKING AN ANGLE OF 135 DEGREES 31 MINUTES 11 SECONDS MEASURED COUNTER-CLOCKWISE, NORTH TO SOUTHWESTERLY FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 21.10 FEET; WEST ALONG A LINE MAKING AN ANGLE OF 134 DEGREES 28 MINUTES 49 SECONDS MEASURED COUNTER-CLOCKWISE, NORTHEASTERLY TO WEST FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 9.35 FEET; SOUTH, A DISTANCE OF 1.75 FEET; WEST, A DISTANCE OF 6.15 FEET; SOUTH, A DISTANCE OF 3.70 FEET; WEST, A DISTANCE OF 2.45 FEET; SOUTH, A DISTANCE OF 3.30 FEET; WEST, A DISTANCE OF 23.02 FEET; SOUTH, A DISTANCE OF 0.33 FEET; WEST, A DISTANCE OF 53.50 FEET TO THE POINT OF BEGINNING.

ALSO

THAT PROPERTY AND SPACE CONTAINED BELOW A HORIZONTAL PLANE LOCATED 24.43 FEET ABOVE

(CONTINUED ON FOLLOWING PAGE)

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CHICAGO CITY DATUM LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF THE SOUTH 155 FEET OF AFORESAID LOTS 49 TO 60, TAKEN AS A TRACT, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF A FIVE STORY BRICK BUILDING COMMONLY KNOWN AS 3434-3466 SOUTH HALSTED STREET IN CHICAGO, SAID CORNER LOCATED 3.08 FEET NORTH OF THE SOUTH LINE OF SAID TRACT AND 6.28 FEET EAST OF THE WEST LINE OF SAID TRACT; THENCE ALONG THE EXTERIOR FACE OF THE WALLS OF SAID BUILDING, THE FOLLOWING TWO COURSES AND DISTANCES, NORTH, 99.21 FEET; EAST, 35.40 FEET; THENCE NORTH DEPARTING THE WALL OF AFORESAID BUILDING, 12.69 FEET TO A POINT; THENCE EAST, A DISTANCE OF 18.87 FEET TO A POINT ON THE EXTERIOR FACE OF A WALL OF SAID BUILDING; THENCE ALONG THE EXTERIOR FACE OF THE WALLS OF AFORESAID BUILDING, THE FOLLOWING COURSES AND DISTANCES, ALL AT RIGHT ANGLES TO EACH OTHER UNLESS NOTED OTHERWISE:

NORTH, A DISTANCE OF 20.91 FEET; EAST, A DISTANCE OF 5.40 FEET; NORTH, A DISTANCE OF 8.10 FEET; EAST, A DISTANCE OF 2.95 FEET; SOUTH, A DISTANCE OF 0.65 FEET; EAST, A DISTANCE OF 16.35 FEET; NORTH, A DISTANCE OF 0.65 FEET; EAST, A DISTANCE OF 2.95 FEET; SOUTH, A DISTANCE OF 0.65 FEET; EAST, A DISTANCE OF 16.35 FEET; NORTH, A DISTANCE OF 0.65 FEET; EAST, A DISTANCE OF 3.00 FEET; SOUTH, A DISTANCE OF 0.65 FEET; EAST, A DISTANCE OF 4.40 FEET; SOUTH, A DISTANCE OF 0.35 FEET; EAST, A DISTANCE OF 1.60 FEET; SOUTH, A DISTANCE OF 3.65 FEET; WEST, A DISTANCE OF 1.65 FEET; SOUTH, A DISTANCE OF 13.34 FEET; EAST, A DISTANCE OF 2.00 FEET; SOUTH, A DISTANCE OF 1.00 FEET; EAST, A DISTANCE OF 6.35 FEET; SOUTH, A DISTANCE OF 6.25 FEET; EAST, A DISTANCE OF 7.00 FEET; SOUTH, A DISTANCE OF 75.68 FEET; WEST, A DISTANCE OF 7.05 FEET; SOUTH, A DISTANCE OF 6.70 FEET; WEST, A DISTANCE OF 2.10 FEET; SOUTH, A DISTANCE 7.25 FEET; SOUTHEASTERLY ALONG A LINE MAKING AN ANGLE OF 134 DEGREES 28 MINUTES 49 SECONDS MEASURED CLOCKWISE, NORTH TO SOUTHEASTERLY FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 2.85 FEET; SOUTHWESTERLY, A DISTANCE OF 4.00 FEET; NORTHWESTERLY, A DISTANCE OF 2.75 FEET; SOUTHWESTERLY, A DISTANCE OF 15.50 FEET; SOUTHEASTERLY, A DISTANCE OF 2.75 FEET; SOUTHWESTERLY, A DISTANCE OF 4.00 FEET; NORTHWESTERLY, A DISTANCE OF 2.95 FEET; WEST ALONG A LINE MAKING AN ANGLE OF 135 DEGREES 31 MINUTES 11 SECONDS MEASURED CLOCKWISE, SOUTHEASTERLY TO WEST FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 7.65 FEET; SOUTH, A DISTANCE OF 2.00 FEET; WEST, A DISTANCE OF 6.10 FEET; SOUTH, A DISTANCE OF 6.90 FEET; TO THE SOUTHEAST CORNER OF SAID BUILDING LOCATED 3.19 FEET NORTH OF THE SOUTH LINE OF SAID TRACT AND 42.47 FEET WEST OF THE EAST LINE OF SAID TRACT; THENCE LEAVING THE WALL OF THE BUILDING, SOUTH, A DISTANCE OF 3.19 FEET TO A POINT ON THE SAID SOUTH LINE OF TRACT; THENCE EAST ALONG THE SAID SOUTH LINE OF TRACT, A DISTANCE OF 42.27 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 155 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE AFORESAID SOUTH LINE OF TRACT, A DISTANCE OF 130.00 FEET TO A POINT ON THE WEST LINE OF SAID TRACT; THENCE SOUTH ALONG THE SAID WEST LINE OF TRACT, A DISTANCE OF 155 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE EAST ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 87.73 FEET; THENCE NORTH, A DISTANCE OF 3.19 FEET TO THE AFORESAID SOUTHEAST CORNER OF AFORESAID BUILDING; THENCE WEST ALONG THE EXTERIOR FACE OF WALL OF SAID BUILDING, A DISTANCE OF 81.45 FEET TO THE POINT OF BEGINNING.

ALSO

THAT PROPERTY AND SPACE CONTAINED BELOW A HORIZONTAL PLANE LOCATED 24.43 FEET ABOVE

(CONTINUED ON FOLLOWING PAGE)

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CHICAGO CITY DATUM LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF AFORESAID LOTS 49 TO 60, TAKEN AS A TRACT LYING NORTH OF THE SOUTH 155 FEET THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF A FIVE STORY BRICK BUILDING COMMONLY KNOWN AS 3434-3466 SOUTH HALSTED STREET IN CHICAGO, SAID CORNER LOCATED 0.41 FEET SOUTH OF THE NORTH LINE OF SAID TRACT AND 2.88 FEET WEST OF THE EAST LINE OF SAID TRACT; THENCE ALONG THE EXTERIOR FACES OF THE WALLS OF SAID BUILDING, THE FOLLOWING COURSES AND DISTANCES, ALL AT RIGHT ANGLES TO EACH OTHER; SOUTH, A DISTANCE OF 118.59 FEET; WEST, A DISTANCE OF 7.00 FEET; SOUTH, A DISTANCE OF 6.30 FEET; WEST, A DISTANCE OF 6.30 FEET; SOUTH, A DISTANCE OF 1.00 FOOT; WEST, A DISTANCE OF 2.00 FEET; SOUTH, A DISTANCE OF 13.14 FEET; EAST, A DISTANCE OF 1.65 FEET; SOUTH, A DISTANCE OF 3.70 FEET; WEST, A DISTANCE OF 1.50 FEET; SOUTH, A DISTANCE OF 0.35 FEET; WEST, A DISTANCE OF 4.40 FEET; SOUTH, A DISTANCE OF 0.65 FEET; WEST, A DISTANCE OF 3.00 FEET; NORTH, A DISTANCE OF 0.65 FEET; WEST, A DISTANCE OF 16.35 FEET; SOUTH, A DISTANCE OF 0.65 FEET; WEST, A DISTANCE OF 2.95 FEET; NORTH, A DISTANCE OF 0.65 FEET; WEST, A DISTANCE OF 16.35 FEET; SOUTH, A DISTANCE OF 0.65 FEET; WEST, A DISTANCE OF 2.95 FEET; NORTH, A DISTANCE OF 8.05 FEET; WEST, A DISTANCE OF 5.40 FEET; NORTH, A DISTANCE OF 63.70 FEET; EAST, A DISTANCE OF 5.75 FEET; NORTH, A DISTANCE OF 16.20 FEET; WEST, A DISTANCE OF 5.75 FEET; NORTH, A DISTANCE OF 56.05 FEET TO THE NORTHWEST CORNER OF AFORESAID BUILDING; THENCE CONTINUING NORTH ALONG THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 0.39 FEET TO A POINT ON THE NORTH LINE OF AFOREDESCRIBED TRACT; THENCE WEST ALONG THE SAID NORTH LINE OF TRACT A DISTANCE OF 60.74 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT A DISTANCE OF 152.60 FEET TO A POINT DISTANT 155.00 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 130.00 FEET TO A POINT ON THE EAST LINE OF SAID TRACT DISTANT 155.00 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 152.60 FEET TO THE NORTHEAST CORNER THEREOF; THENCE WEST ALONG THE NORTH LINE OF SAID TRACT, A DISTANCE OF 69.26 FEET TO A POINT ON THE LINE OF THE WEST EXTERIOR FACE OF AFORESAID BUILDING EXTENDED; THENCE SOUTH ALONG SAID EXTENDED LINE, A DISTANCE OF 0.39 FEET TO THE NORTHWEST CORNER OF SAID BUILDING; THENCE EAST ALONG THE NORTH EXTERIOR FACE OF WALL OF SAID BUILDING, A DISTANCE OF 66.38 FEET TO THE POINT OF BEGINNING.

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