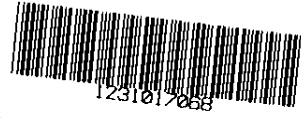


# UNOFFICIAL COPY



Doc#: 1231017068 Fee: \$60.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/05/2012 01:59 PM Pg: 1 of 12

RECORDING REQUESTED BY

Ross Dress For Less, Inc.

PREPARED BY AND WHEN RECORDED MAIL TO:

Bartko, Zankel, Tarrant & Miller  
900 Front Street, Suite 300  
San Francisco, CA 94111  
Attn.: Thean C. Louskos, Esq.

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

LOCATION: Chicago, IL

APN: 19-27-100-065-0000, 19-27-100-066-0000, 19-27-304-017-0000, 19-27-304-019-0000,  
19-27-304-022-0000, 19-27-304-023-0000, 19-27-304-027-0000, 19-27-304-035-0000, a portion  
of 19-27-304-036-0000

This Subordination, Nondisturbance and Attornment Agreement (the "Agreement") is effective as of this 15 day of October, 2012, by and between iSTAR TARA LLC, a Delaware limited liability company (the "Lender"), ROSS DRESS FOR LESS, INC., a Virginia corporation (the "Tenant") and FORD CITY ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership (the "Landlord").

### RECITALS

A. Lender is the holder of indebtedness secured by a lien or liens upon the real property described in Exhibit "A" attached hereto and by this reference incorporated herein. The Exhibit "A" property and improvements thereon is hereinafter referred to as the "Shopping Center." The instruments creating such lien or liens whether they be denominated as being "mortgage," "deed of trust," "deed to secure debt," "security agreement," "vendor's lien," "ground lease," or otherwise, and any instruments modifying or amending the same, or entered into in substitution or replacement thereof, are hereinafter collectively referred to as being the "Mortgage."

"Chicago"  
Ford City North  
Chicago, IL  
Store No. 1527  
6061.960/527968.1

S Y  
P 12  
C N  
M N  
SC yes  
E yes  
INT DW

# UNOFFICIAL COPY

B. Tenant has executed, <sup>October 15,</sup> or will execute, a certain lease with Landlord, dated for reference purposes on ~~February 8,~~ 2012, for all or a portion of the Shopping Center, which portion (the "Premises") is more particularly set forth in said lease. Said lease and all amendments and modifications thereto are herein collectively referred to as the "Lease."

C. Tenant has requested that Lender agree not to disturb Tenant's possessory rights under the Lease in the event that Lender should foreclose on the Mortgage, provided that Tenant is not in default of the Lease.

D. The parties desire to establish certain rights and obligations with respect to their respective interests by means of this Agreement.

## AGREEMENTS

NOW, THEREFORE, the parties hereto in consideration of the mutual covenants herein contained, and intending to be legally bound by hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, and for so long as this Agreement remains binding upon Lender the Lease shall be, in accordance with the terms and conditions hereof, subordinate to the lien of the Mortgage and all voluntary and involuntary advances made thereunder.

2. Lender approves of the Lease.

3. Provided that Tenant is not in default so as to permit the Landlord to terminate the Lease or Tenant's right to possession of the Premises, Lender or the purchaser at a foreclosure sale pursuant to any action or proceeding to foreclose the Mortgage, whether judicial or non-judicial, or Lender pursuant to acceptance of a deed in lieu of foreclosure or any assignment of Landlord's interest under the Lease, in the exercise of any of the rights arising, or which may arise, out of the Mortgage or in any other manner: (i) shall not disturb or deprive Tenant in or of its use, quiet enjoyment and possession (or its right to use, quiet enjoyment and possession) of the Premises, or of any part thereof, or any right, benefit or privilege granted to or inuring to the benefit of Tenant under the Lease (including any right of renewal or extension thereof); (ii) shall not terminate or affect the Lease; (iii) shall recognize Tenant's rights, benefits and privileges under the Lease; and, (iv) shall recognize the leasehold estate of Tenant under all of the terms, covenants, and conditions of the Lease for the remaining balance of the term of the Lease with the same force and effect as if Lender were the Landlord under the Lease. Lender hereby covenants that any sale by it of the Shopping Center pursuant to the exercise of any rights and remedies under the Mortgage or otherwise, shall be made subject to the Lease and the rights of Tenant thereunder. However, in no event shall Lender be:

# UNOFFICIAL COPY

(a) Liable for any act or omission of Landlord arising prior to the date Lender takes possession of Landlord's interest in the Lease or becomes a mortgagee in possession, or liable for any damages arising Lender's failure to perform any continuing performance defaults, provided that Tenant shall continue to have all remedies available to it under the Lease;

(b) Liable for any offsets or deficiencies which the Tenant might be entitled to assert against the Landlord arising prior to the date Lender takes possession of Landlord's interest in the Lease or becomes a mortgagee in possession, except to the extent that Lender has received the benefit of the act of the Tenant giving rise to the right of deduction, such as, for example, relief of an obligation that would otherwise have been paid by Lender as Landlord;

(c) Bound by any payment of rent or additional rent made by Tenant to Landlord for more than one month in advance, which payment was not required under the terms of the Lease;

(d) Bound by any amendment or modification of the Lease executed after the date of this Agreement which: (i) increases Landlord's obligations or reduces Tenant's obligations under the Lease; and, (ii) is made without Lender's prior written consent (except to the extent that the Lease may specifically contemplate any amendment or modification thereof).

4. In the event of the termination of the Mortgage by foreclosure, summary proceedings or otherwise, and if Tenant is not in default under the terms and conditions of the Lease so as to permit the Landlord thereunder to terminate the Lease, then, and in any such event, Tenant shall not be made a party in the action or proceeding to terminate the Mortgage unless not to do so would be disadvantageous procedurally to Lender, in which case, such joinder of Tenant as a party shall not extinguish or interfere with any rights of Tenant under the Lease, nor shall Tenant be evicted or moved or its possession or right to possession under the terms of the Lease be disturbed or in any way interfered with, and, subject to the provisions of this Agreement, Tenant will attorn to Lender or any other party which obtains title to the Shopping Center pursuant to any remedy provided for by the Mortgage or otherwise, such attornment to be effective and self-operative without the execution of any other instruments on the part of any party, and the Lease shall continue in full force and effect as a direct Lease from Lender or such party to Tenant under all the terms and provisions of the Lease (including any rights to renew or extend the term thereof). In the event of such attornment, Lender shall be deemed to have assumed and shall assume the performance of all of the affirmative covenants of Landlord occurring under the Lease from and after the time Lender becomes Landlord and until such time as such obligations are assumed by a bona fide purchaser.

5. Tenant hereby confirms that the Lease is in full force and effect.

# UNOFFICIAL COPY

6. Nothing contained in this Agreement shall be deemed to reduce or abrogate any rights of Tenant to cure any default of the Landlord under the Lease in accordance with and subject to the provisions of the Lease and/or to deduct from rental such amounts which Tenant may be entitled to so deduct under the provisions of the Lease.

7. Unless and until Lender or any subsequent purchaser succeeds to the interest of Landlord under the Lease, Landlord shall continue to perform Landlord's obligations and duties under the Lease.

8. If Landlord executes and delivers to Lender an Assignment of Leases and Rents conveying the rent under the Lease upon an event of default by Landlord under the Mortgage, after receipt of notice from Lender to Tenant (at the address set forth below) that rents under the Lease should be paid to Lender, Tenant shall thereafter pay to Lender all monies thereafter due to Landlord under the Lease. In such event, Tenant shall be entitled to rely solely upon such notice, and Landlord waives and releases any claim it may have against Tenant for any sum paid by Tenant to Lender or any successor pursuant to such notice. Tenant shall be entitled to full credit under the Lease for any rents paid to Lender in accordance with the provisions hereof. Any dispute between Lender (or any other purchaser) and Landlord as to the existence of a default by Landlord under the provisions of the Mortgage, shall be dealt with and adjusted solely between Lender (or any other purchaser) and Landlord, and Tenant shall not be made a party thereto.

9. Intentionally Deleted.

10. No waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising thereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against which said waiver or release is brought to be asserted.

11. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns, including without

# UNOFFICIAL COPY

limitation, the covenants of Lender herein shall be specifically binding upon any purchaser of the Shopping Center at foreclosure or at a sale under power of sale.

12. 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, said provision(s) shall be void and of no further force or effect.

13. This Agreement shall be governed and construed according to the laws of the state where the Shopping Center is located.

14. Provided that Tenant is not in default under the Lease, Lender shall not institute any litigation naming Tenant as a defendant for the purpose of foreclosing or otherwise terminating Tenant's leasehold interest in the Shopping Center or the Premises unless Tenant is required to be named in such litigation by law, and then only for the purpose of complying with the applicable foreclosure statute and so long as Tenant's failure to defend against any such action shall not result in a waiver of its rights to continued possession under the Lease as set forth in this Agreement. The term "Lender" as used herein shall include any successor-in-interest to the Lender (including a purchaser at foreclosure or sale in lieu thereof).

15. To be effective, any notice or other communication given pursuant to this Agreement must be in writing and sent postage paid by United States registered or certified mail with return receipt requested. Rejection or other refusal to accept, or inability to deliver because of changed address of which no notice has been given, will constitute receipt of the notice or other communication. For purposes hereof, Lender's address is:

1114 Avenue of the Americas, 39th Floor  
New York, New York 10036  
Attn: Chief Operating Officer  
Reference : Loan No. M00100301

**UNOFFICIAL COPY**

With a copy to:

iStar Tara LLC

1114 Avenue of the Americas, 39th Floor

New York, New York 10036

Attn: Nina B. Matis, Esq./General Counsel

Reference : Loan No. M00100301

With a copy to:

iStar Asset Services Inc.

180 Glastonbury Blvd., Suite 201

Glastonbury, Connecticut 06033

Attn: President

Reference : Loan No. M00100301

and Tenant's address is:

Ross Dress For Less, Inc.

4440 Rosewood Drive, Building #4

Mail Stop PL4 4E 2

Pleasanton, CA 94588-3050

Attn.: Real Estate Legal Notice Department

and Landlord's address is:

c/o EGI Properties, L.L.C.

Two North Riverside Plaza, Suite 600

Chicago, IL 60606

Attn.: Tim Pettit

At any time(s), each party may change its address for the purposes hereof by giving the other party a change of address notice in the manner stated above.

16. This Agreement (a) contains the entire understanding of Lender, Landlord and Tenant regarding matters dealt with herein (any prior written or oral agreements between them as to such matters being superseded hereby), (b) can be modified or amended in whole or in part only by a written instrument signed by all parties hereto, and (c) will bind and inure to the benefit of the parties hereto and their respective successors and assigns.

17. In the event of any litigation arising out of the enforcement or interpretation of any of the provisions of this Agreement, the unsuccessful party shall pay to the prevailing party its reasonable attorneys' fees, including costs of suit, discovery and appeal. The "prevailing party" shall be that party who obtains substantially the relief sought in the action.

"Chicago"

Ford City North

Chicago, IL

Store No. 1527

6061.960/527968.1

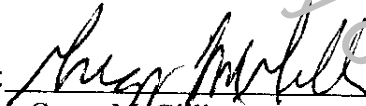
# UNOFFICIAL COPY

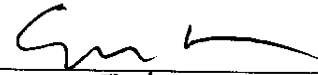
18. In the event the Lease is terminated as a result of Landlord's bankruptcy or reorganization, whereby Lender obtains fee title to the Shopping Center (or in the case Lender is the ground lessor, retains fee title without the encumbrance of the ground lease), Lender agrees that the Lease shall remain in effect as between Lender (as Landlord) and Tenant, subject to the terms of this Agreement, and, upon Tenant's written request, Lender and Tenant agree to execute a reinstatement agreement documenting that the Lease has been reinstated as between Lender (as Landlord) and Tenant and that the terms and conditions thereof shall be as stated in the Lease, subject to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day and year first written above.

**TENANT:**  
**ROSS DRESS FOR LESS, INC.,**  
**a Virginia corporation**


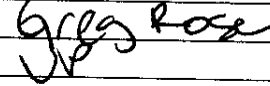
**LENDER:**  
**iSTAR TARA LLC,**  
**a Delaware limited liability company**

By:   
Gregg McGillis  
Its: Senior Vice President, Property Development

By:   
Cynthia Tucker  
Its: Senior Vice President

**LANDLORD:**  
**FORD CITY ASSOCIATES LIMITED**  
**PARTNERSHIP, an Illinois limited partnership**

By: EGI Properties, L.L.C., a Delaware limited liability company, its agent

By:   
Name: Greg Rose  
Its: 

# UNOFFICIAL COPY

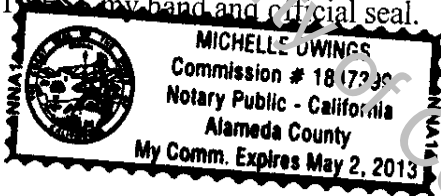
State of California )

County of Alameda )

On February 8, 2012 before me, Michelle Owings, a Notary Public, personally appeared Gregg McGillis, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



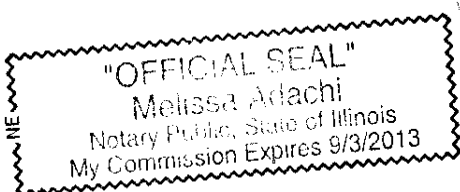
Michelle Owings  
Notary Public

State of Illinois )

County of Cook )

On 10/11/12 before me, Melissa Adachi, a Notary Public, personally appeared Gregg Row, personally known to me, or who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Melissa Adachi  
Notary Public



# UNOFFICIAL COPY

State of Connecticut )

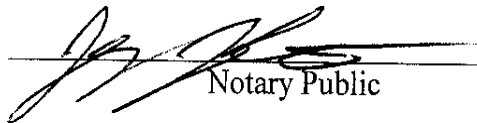
County of Hartford )

On October 15, 2012 before me, Joy Johnson, a Notary Public, personally appeared Cynthia Tucker, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Connecticut that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

**JOY JOHNSON**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES MAR. 31, 2015

  
Notary Public

PROPERTY OF COOK COUNTY CLERK'S OFFICE

# UNOFFICIAL COPY

## EXHIBIT A LEGAL DESCRIPTION OF THE SHOPPING CENTER

"A TRACT OF LAND COMPRISED OF PART OF LOT 1 AND 2 IN "FORD CITY SUBDIVISION" OF PARTS OF THE NORTH 3/4 OF SECTION 27 AND THE SOUTH WEST 1/4 OF SECTION 22, BOTH IN TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 29, 1986 AS DOCUMENT NUMBER 86166800, IN COOK COUNTY, ILLINOIS, SAID TRACT OF LAND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 2 IN "FORD CITY SUBDIVISION" WHICH IS 2506.00 FEET, MEASURED PERPENDICULARLY, EAST FROM THE WEST LINE OF SECTION 27, AND 1091.20 FEET, MEASURED PERPENDICULARLY, NORTH FROM A STRAIGHT LINE (HEREINAFTER REFERRED TO AS LINE "A") WHICH EXTENDS FROM A POINT ON SAID WEST LINE OF SECTION 27 WHICH IS 644.66 FEET SOUTH FROM THE NORTHWEST CORNER OF THE SOUTH 1/2 OF SAID SECTION, TO A POINT ON THE EAST LINE OF SAID SECTION 27 WHICH IS 619.17 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SOUTH 1/2; THENCE WEST ALONG A LINE 1091.20 FEET NORTH FROM AND PARALLEL WITH SAID LINE "A", A DISTANCE OF 324.00 FEET; THENCE NORTH ALONG A LINE WHICH IS 2182.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27), A DISTANCE OF 196.07 FEET TO A POINT ON THE SOUTH LINE OF LOT 1 AFORESAID; THENCE WEST ALONG SAID SOUTH LINE (BEING A LINE 1287.27 FEET NORTH FROM AND PARALLEL WITH LINE "A"), A DISTANCE OF 966.00 FEET; THENCE NORTH ALONG A LINE WHICH IS 1216.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 60.73 FEET; THENCE WEST ALONG A LINE WHICH IS 1348.00 FEET NORTH FROM AND PARALLEL WITH LINE "A", A DISTANCE OF 115.60 FEET; THENCE SOUTH ALONG A LINE WHICH IS 1100.40 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 60.73 FEET TO A POINT ON THE AFOREMENTIONED SOUTH LINE OF LOT 1; THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 417.95 FEET; THENCE NORTH ALONG A LINE WHICH IS 682.45 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 30.73 FEET; THENCE WEST ALONG A LINE WHICH IS 1318.00 FEET NORTH FROM AND PARALLEL WITH LINE "A", A DISTANCE OF 39.55 FEET; THENCE SOUTH ALONG A LINE WHICH IS 642.90 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 30.73 FEET TO A POINT ON THE SOUTH LINE OF LOT 1, AFORESAID; THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 152.35 FEET TO AN INTERSECTION WITH THE NORTHWARD EXTENSION OF THE WEST FACE OF AN EXISTING BUILDING; THENCE SOUTH ALONG SAID NORTHWARD EXTENSION AND ALONG SAID WEST FACE (BEING A LINE 490.55 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27), A DISTANCE OF 17.31 FEET TO AN INTERSECTION WITH THE NORTH FACE OF AN EXISTING BUILDING; THENCE WEST ALONG SAID NORTH FACE (BEING A LINE 1269.96 FEET NORTH FROM AND PARALLEL WITH LINE "A"), A DISTANCE OF 70.36 FEET TO AN INTERSECTION WITH THE EAST FACE OF AN EXISTING BUILDING; THENCE NORTH ALONG SAID EAST FACE AND ALONG THE NORTHWARD EXTENSION OF SAID EAST FACE (BEING A LINE 420.19 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 17.31 FEET TO A POINT ON THE AFOREMENTIONED SOUTH LINE OF LOT 1; THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 169.89 FEET TO AN INTERSECTION WITH THE SOUTHWARD EXTENSION OF THE EAST LINE OF LOT 4 IN "FORD CITY SUBDIVISION" AFORESAID; THENCE NORTH ALONG SAID SOUTHWARD EXTENSION, A DISTANCE OF 4.73 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 IN "FORD CITY SUBDIVISION" AFORESAID; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 165.30 FEET TO A POINT OF CURVE IN SAID SOUTHERLY LINE; THENCE NORTHWESTWARDLY ALONG SAID SOUTHERLY LINE, SAID SOUTHERLY LINE BEING HERE AN ARC OF A CIRCLE, CONVEX TO THE

"Chicago"

Ford City North

Chicago, IL

Store No. 1527

6061.960/527968.1

**UNOFFICIAL COPY**

SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID LOT 4, BEING ALSO THE EAST LINE OF SAID CICERO AVENUE (SAID EAST LINE OF SAID CICERO AVENUE BEING A LINE 60.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27); THENCE SOUTH ALONG SAID EAST LINE OF SOUTH CICERO AVENUE (SAID EAST LINE BEING ALSO THE WEST LINE OF SAID LOT 2 IN "FORD CITY SUBDIVISION"), A DISTANCE OF 1810.64 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, SAID SOUTHWEST CORNER BEING A POINT WHICH IS 198.82 FEET, AS MEASURED ALONG THE SOUTHWARD EXTENSION OF SAID EAST LINE OF SOUTH CICERO AVENUE, NORTH OF THE INTERSECTION OF SAID SOUTHWARD EXTENSION WITH THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 27; THENCE SOUTHEASTWARDLY ALONG THE SOUTHERLY LINE OF SAID LOT 2 (SAID SOUTHERLY LINE BEING HERE THE NORTHERLY LINE OF WEST 77TH STREET DEDICATED BY DOCUMENT NUMBER 13112543), A DISTANCE OF 760.75 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE OF SAID LOT 2; THENCE SOUTHWARDLY ALONG A STRAIGHT LINE, SAID LINE BEING PERPENDICULAR TO SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, A DISTANCE OF 77.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS 33.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, SAID POINT OF INTERSECTION BEING 765.00 FEET, AS MEASURED ALONG SAID PARALLEL LINE, EAST OF THE INTERSECTION OF SAID PARALLEL LINE WITH A LINE WHICH IS 50.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF SECTION 27; THENCE EASTWARDLY ALONG SAID LINE WHICH IS 33.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27 (SAID LINE BEING HERE ALSO THE SOUTH LINE OF SAID LOT 2), A DISTANCE OF 512.33 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27; THENCE SOUTHWARDLY ALONG SAID EAST LINE OF THE WEST 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, A DISTANCE OF 33.00 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4, SAID SOUTHEAST CORNER BEING ALSO AN ANGLE POINT IN SAID SOUTHERLY LINE OF LOT 2; THENCE EASTWARDLY ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF SAID SOUTHWEST 1/4, BEING ALSO THE SOUTHERLY LINE OF LOT 2, A DISTANCE OF 1178.70 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, SAID SOUTHEAST CORNER OF LOT 2 BEING 700.55 FEET, MEASURED PERPENDICULARLY, SOUTH OF SAID LINE "A"; THENCE NORTH ALONG SAID EAST LINE OF LOT 2 (SAID EAST LINE BEING A LINE WHICH IS 2506.00 FEET, MEASURED PERPENDICULARLY, EAST FROM SAID WEST LINE OF SECTION 27, A DISTANCE OF 1791.75 FEET TO THE POINT OF BEGINNING.

Common Address: 7601 S. Cicero Avenue, Chicago, Illinois

Property Tax Numbers:

19-27-304-036-0000 (a portion of)  
 19-27-100-065-0000  
 19-27-100-066-0000  
 19-27-304-035-0000  
 19-27-307-017-0000  
 19-27-304-019-0000  
 19-27-304-022-0000  
 19-27-304-023-0000  
 19-27-304-027-0000

"Chicago"

Ford City North

Chicago, IL

Store No. 1527

6061.960/527968.1

**UNOFFICIAL COPY**

EXCEPTING THEREFROM THAT PART OF LOT 2, FORD CITY SUBDIVISION, CITY OF CHICAGO, COOK COUNTY, ILLINOIS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 0, FORD CITY INDUSTRIAL RESUBDIVISION, CITY OF CHICAGO, COOK COUNTY, ILLINOIS; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 196.07 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 40 SECONDS EAST, 324.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 86.41 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 43 SECONDS WEST, 383.39 FEET; THENCE NORTH 45 DEGREES 02 MINUTES 43 SECONDS WEST, 82.89 FEET; THENCE NORTH 69 DEGREES 17 MINUTES 46 SECONDS WEST, 49.04 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 00 SECONDS WEST, ALONG THE SOUTH EDGE OF A ROOF OVERHANG, 151.01 FEET; THENCE 60.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 90.70 FEET AND A LONG CHORD SUBTENDED BEARING SOUTH 70 DEGREES 50 MINUTES 17 SECONDS WEST, 59.30 FEET; THENCE SOUTH 46 DEGREES 22 MINUTES 51 SECONDS WEST, 81.23 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 01 SECONDS WEST, ALONG THE SOUTH EDGE OF A ROOF OVERHANG, 315.29 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 15.24 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 40 SECONDS WEST, ALONG THE SOUTH FACE OF AN EXTERIOR STUCCO WALL, 3.15 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EAST FACE OF AN INTERIOR DRYWALL WALL, 49.52 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 40 SECONDS WEST, ALONG THE NORTH FACE OF AN INTERIOR DRYWALL WALL, 41.40 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EAST FACE OF AN INTERIOR DRYWALL WALL, 6.42 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 40 SECONDS WEST, ALONG THE NORTH FACE OF AN INTERIOR DRYWALL WALL, 11.29 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EAST FACE OF AN INTERIOR BLOCK WALL, 210.22 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 40 SECONDS EAST, ALONG NORTH LINE OF SAID LOT 2, 800.87 FEET TO THE POINT OF BEGINNING.

Property Tax Number: 19-27-304-025-0000 and 19-27-304-025 and a portion of 19-27-304-036

"Chicago"  
Ford City North  
Chicago, IL  
Store No. 1527  
6061.960/527968.1

Page 12

02/01/12  
FINAL