



Doc#: 1306429104 Fee: \$76.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/05/2013 03:56 PM Pg: 1 of 20

When recorded, return to:

JPMorgan Chase Bank Lease Administration
1111 Polaris Parkway, Suite 1J
Mail Code OH1-0241
Columbus, Ohio 43240
Attn: Lease Administration Manager

AMENDED AND RESTATED
SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS AMENDED AND RESTATED SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT ("**Agreement**") is made and entered into as of the 14th day of February, 2013, by and among SCHUBERT DEVELOPMENT PARTNERS, LLC, a Colorado limited liability company ("**Lender**"), 4645 WEST DIVERSEY, LLC, an Illinois limited liability company ("**Landlord**"), and JPMORGAN CHASE BANK, N.A., a national banking association ("**Tenant**").

WITNESSETH:

WHEREAS, Lender is now the owner and holder of that certain Purchase Money Note dated November 23, 2011, in the original principal sum of FOUR MILLION TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$4,250,000.00) made by Landlord payable to Aldi, Inc., an Illinois corporation, as amended and assigned thereafter from time to time ("**Note**"), secured by a first priority Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated of even date with the Note, made by Chicago Title Land Trust Company, as Trustee under Trust Agreement dated October 26, 2010 and known as Trust No. 8002355973 and Landlord in favor of Aldi, Inc., an Illinois corporation, recorded with the Cook County Recorder of Deeds on December 13, 2011 as document number 1134704017, as amended and assigned thereafter from time to time ("**Mortgage**"), which Mortgage constitutes a lien or encumbrance on the real property described in **Exhibit A** attached hereto and incorporated herein for all purposes, together with all improvements, appurtenances, other properties (whether real or personal), rights and interests described in the Mortgage ("**Property**") ; and

WHEREAS, Lender has collaterally assigned the Note and Mortgage to Cottonwood Capital, LLC, a Colorado limited liability company ("**Cottonwood**") as evidenced by that certain Collateral Assignment of Note & Mortgage dated January 9, 2013 and recorded against the Property by recording with the Cook County Recorder of Deeds on January 10, 2013 as document number 1301018072, to secure a certain loan made by Cottonwood to Lender in the original principal amount of \$8,900,000; and

WHEREAS, Lender has also collaterally assigned the Note and Mortgage to Bridgeview Bank Group, an Illinois banking corporation ("**Bridgeview Bank**") as evidenced by that certain Collateral Assignment of Note & Mortgage dated January 9, 2013 and recorded against the

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Property by recording with the Cook County Recorder of Deeds on January 10, 2013 as document number 1301018073, to secure a certain loan made by Bridgeview Bank to Lender in the original principal amount of \$11,002,877.00; and

WHEREAS, Tenant is the holder of a leasehold estate in and to a portion of the Property, being the tract of land more fully described in Exhibit B attached hereto and incorporated herein for all purposes (the property which is the subject of such leasehold estate, together with Tenant's appurtenant easements in the Property, being referred to as the "**Demised Premises**"), pursuant to the terms of that certain Ground Lease dated January 13, 2010, executed by Tenant and 4600 Schubert LLC, an Illinois limited liability company, as landlord, which subsequently assigned all its rights thereunder to Landlord, as amended and assigned thereafter from time to time ("**Lease**"); and

WHEREAS, Tenant, Lender, Chicago Title Land Trust Company, as Trustee under Trust Agreement dated October 26, 2010 and known as Trust No. 8002355973 and Landlord in favor of Aldi, Inc., an Illinois corporation, and Aldi, Inc., an Illinois corporation, previously entered into a Subordination, Non-Disturbance and Attornment Agreement with respect to the Note and Mortgage, which was recorded with the Cook County Recorder of Deeds on December 13, 2011 as document number 1134704022 (the "**Prior SNDA**"); and

WHEREAS, Tenant, Landlord and Lender desire to replace the Prior SNDA and confirm their understandings with respect to the Lease and the Mortgage.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree and covenant as follows:

1. **Prior SNDA.** This Agreement replaces and supersedes the Prior SNDA and the Prior SNDA is hereby terminated and of no further force or effect.
2. **Non-Disturbance by Lender.** So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession and occupancy of the Demised Premises shall not be interfered with or disturbed by Lender during the term of the Lease or any extension thereof duly exercised by Tenant.
3. **Attornment by Tenant.** Subject to Section 4 below, if the interests of Landlord in and to the Demised Premises are owned by Lender by reason of judicial foreclosure, private trustee sale or other proceedings brought by it or by any other manner, including, but not limited to, Lender's exercise of its rights under any collateral assignment(s) of leases and rents, and Lender succeeds to the interest of the Landlord under the Lease, Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extension thereof duly exercised by Tenant with the same force and effect as if Lender were the Landlord under the Lease. Tenant does hereby attorn to Lender, as its Landlord, said attornment to be effective and self-operative, without the execution of any further instruments on the part of any of the parties hereto, immediately upon Lender's succeeding to the interest of the Landlord under the Lease; provided, however, that Tenant shall be under no obligation to pay rent to Lender until Tenant receives written notice from Lender that it has

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succeeded to the interest of the Landlord under the Lease. Landlord hereby authorizes and directs Tenant to deliver such payment to Lender upon receipt of such written notice and shall indemnify and hold Tenant harmless from any loss, cost, expense or claim incurred by Tenant in connection with its compliance with this provision. The respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extension, shall be and are the same as now set forth therein, it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference, with the same force and effect as if set forth at length herein.

Tenant will endeavor to deliver to Lender a copy of any notice of default served upon Landlord by Tenant under the Lease; provided, however, Tenant's failure to deliver such notice to Lender shall not be deemed to negate such default. Tenant agrees that from and after the date hereof in the event of any default under the Lease which would give Tenant the right, either immediately or after the period of time to remedy granted under the Lease, to terminate the Lease, notwithstanding any provision of the Lease to the contrary, Tenant will not exercise any such right to terminate (but Tenant shall be entitled to exercise all of its other remedies under the Lease) (a) until it has given written notice of such default to Lender, and (b) until and unless Lender fails to remedy such act or omission within thirty (30) days after receipt of Tenant's notice, or in the case of any other act or omission which cannot reasonably be remedied within said thirty (30) day period, then Lender shall have as long as reasonably necessary (but not to exceed ninety (90) days) to remedy such act or omission, including the time required to have a receiver appointed for the Demised Premises, provided that, (i) Lender commences such remedy and notifies Tenant in writing within said 30 day period of Lender's desire to remedy, and (ii) Lender pursues completion of such remedy with due diligence following such giving of written notice.

Tenant agrees with Lender that it will not, without the express written consent of Lender, alter, amend or modify the Lease, or enter into any agreement with Landlord, which grants any monetary concession with respect to the Lease or which reduces the rent called for thereunder; provided, however, that Lender's consent shall not be required if such concession or reduction in rent is contemplated by the terms of the Lease.

4. **Lender Bound by Terms of Lease.** If Lender shall succeed to the interest of Landlord under the Lease, Lender shall be bound to Tenant under all of the terms, covenants and conditions of the Lease. Notwithstanding the foregoing, (i) Lender shall have no obligations under the Lease and Tenant shall have no obligations to Lender under the Lease unless and until Lender succeeds to the interests of Landlord under the Lease through foreclosure or deed in lieu thereof, and thereafter any liability of Lender under the Lease shall be limited to its interest in the Demised Premises; and, (ii) without limiting the Tenant's right (if any) of set-off, rent abatement or termination under the Lease, Lender shall not be liable to pay over to Tenant any reimbursements, damages, fees, penalties or other amounts arising from a default of Landlord first occurring prior to the time Lender succeeds to the interests of Landlord under the Lease through foreclosure or deed in lieu thereof unless such amounts have been approved by Lender.

5. **Subordination of Lease.** Subject to the terms of this Agreement (including, but not limited to, those in Paragraph 2), the Lease now is, and shall at all times continue to be,

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subject and subordinate in each and every respect to the Mortgage and to any and all renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgage.

6. **Successors of Lender Also Included.** The term "Lender" shall be deemed to include the Lender stated hereinabove and any of its successors and assigns, including anyone who shall have succeeded to Landlord's interest by, through or under judicial foreclosure or private trustee's sale or other proceedings brought pursuant to the Mortgage, or deed in lieu of such foreclosure or proceedings, or otherwise.

7. **No Modification.** This Agreement may not be modified orally or in any manner other than by an agreement, in writing, signed by the parties hereto and their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

8. **Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.

9. **Notices.** All notices or other communications required or permitted to be given pursuant to the provisions hereof shall be in writing and shall be deemed served and given at the time of (i) deposit in a depository receptacle under the care and custody of the United States Postal Service, properly addressed to the designated address of the addressee as set forth below, postage prepaid, registered or certified mail with return receipt requested or (ii) delivery to the designated address of the addressee set forth below by a third party commercial delivery service. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notices, the addresses of the parties shall be as follows:

Lender: Schubert Development Partners, LLC
270 St. Paul Street, Suite 300
Denver, CO 80206
Attn: Chris Manley

With a copy to: Stahl Cowen Crowley Addis LLC
55 West Monroe Street, Suite 1200
Chicago, Illinois 60603
Attn: Thomas G. Moffitt

Tenant: JPMorgan Chase Lease Administration
1111 Polaris Parkway, Suite 1J

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Mail Code OH1-0241
Columbus, OH 43240
Attn: Lease Administration Manager

With a copy to:

JPMorgan Chase Bank, N.A.
237 Park Avenue, 12th Floor
Mail Code NY1-R066
New York, New York 10017-3140
Attn: Regional Manager of Real Estate

JPMorgan Chase Law Department
1111 Polaris Parkway, Suite 4P
Mail Code OH1-0152
Columbus, OH 43240
Attn: Real Estate Counsel

Landlord:

4645 West Diversey, LLC
1332 N. Halsted St., Suite 100
Chicago, IL 60642
Attention: Glenn L. Udell

Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by notice to the other parties of such new address at least thirty (30) days prior to the effective date of such new address.

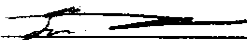
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FOLLOWS]

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

LENDER:

**SCHUBERT DEVELOPMENT PARTNERS,
LLC, a Colorado limited liability company**

By: 

Name: ~~Chris Manley~~ Brian D. Park

Title: Authorized Signatory

TENANT:

**JPMORGAN CHASE BANK, N.A.,
a national banking association**

By: _____

Name: _____

Title: _____

LANDLORD:

**4645 WEST DIVERSEY, LLC,
an Illinois limited liability company**

By: _____

Name: Paul Leongas

Title: Manager

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

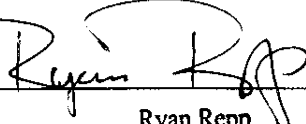
LENDER:

**SCHUBERT DEVELOPMENT PARTNERS,
LLC, a Colorado limited liability company**

By: _____
Name: Chris Manley
Title: Authorized Signatory

TENANT:

**JPMORGAN CHASE BANK, N.A.,
a national banking association**

By:  _____
Name: Ryan Repp
Title: Regional VP Retail R.E.

LANDLORD:

**4645 WEST DIVERSEY, LLC,
an Illinois limited liability company**

By: _____
Name: Paul Leongas
Title: Manager

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

LENDER:

**SCHUBERT DEVELOPMENT PARTNERS,
LLC, a Colorado limited liability company**

By: _____
Name: Chris Manley
Title: Authorized Signatory

TENANT:

**JPMORGAN CHASE BANK, N.A.,
a national banking association**

By: _____
Name: _____
Title: _____

LANDLORD:

**4645 WEST DIVERSEY, LLC,
an Illinois limited liability company**

By: _____
Name: Paul Leongas
Title: Manager

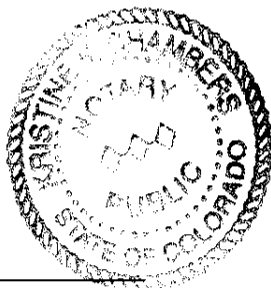
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STATE OF COLORADO

City of
COUNTY OF Danver

Brian Paule
This instrument was acknowledged before me on the 19th day of February, 2013, by Chris Manley, the Authorized Signatory of **SCHUBERT DEVELOPMENT PARTNERS, LLC**, a Colorado limited liability company, on behalf of said company.

(Seal)


Kristine K. Chambers
Notary Public

My Commission Expires 12/11/2013

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of February, 2013, by _____, the _____ of **JPMORGAN CHASE BANK, N.A.**, a national banking association, on behalf of said national banking association.

(Seal)

Notary Public

STATE OF ILLINOIS

COUNTY OF COOK

This instrument was acknowledged before me on the _____ day of February, 2013, by Paul Leongas, the Manager of **4645 WEST DIVERSEY, LLC**, an Illinois limited liability company, on behalf of said company.

(Seal)

Notary Public

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STATE OF COLORADO

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of February, 2013, by Chris Manley, the Authorized Signatory of **SCHUBERT DEVELOPMENT PARTNERS, LLC**, a Colorado limited liability company, on behalf of said company.

(Seal)

Notary Public

STATE OF Ohio

COUNTY OF Delaware

This instrument was acknowledged before me on the 22 day of February, 2013, by Ryan Rupp, the VP of **JPMORGAN CHASE BANK, N.A.**, a national banking association, on behalf of said national banking association.



(Seal)

JESSICA L. MANN
Notary Public, State of Ohio
Commission Expires 03/03/2015

Notary Public

STATE OF ILLINOIS

COUNTY OF COOK

This instrument was acknowledged before me on the _____ day of February, 2013, by Paul Leongas, the Manager of **4645 WEST DIVERSEY, LLC**, an Illinois limited liability company, on behalf of said company.

(Seal)

Notary Public

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STATE OF COLORADO

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of February, 2013, by Chris Manley, the Authorized Signatory of **SCHUBERT DEVELOPMENT PARTNERS, LLC**, a Colorado limited liability company, on behalf of said company.

(Seal)

Notary Public

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of February, 2013, by _____, the _____ of **JPMORGAN CHASE BANK, N.A.**, a national banking association, on behalf of said national banking association.

(Seal)

Notary Public

STATE OF ILLINOIS

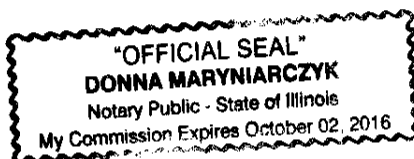
COUNTY OF COOK

This instrument was acknowledged before me on the 25th day of February, 2013, by Paul Leongas, the Manager of **4645 WEST DIVERSEY, LLC**, an Illinois limited liability company, on behalf of said company.

(Seal)

Donna Maryniarczyk

Notary Public



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CONSENT OF COLLATERAL ASSIGNEES

Cottonwood Capital, LLC, a Colorado limited liability company, and Bridgeview Bank Group, an Illinois banking corporation, holders of collateral assignments of the Mortgage referenced above, hereby consent and agree to the terms and provisions of the foregoing Amended and Restated Subordination, Non-Disturbance and Attornment Agreement, effective as of the date first referenced above.

COTTONWOOD CAPITAL, LLC,
a Colorado limited liability company

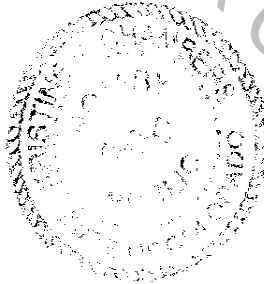
By: [Signature]
Name: Brian Pauls
Title: Authorized Signatory

STATE OF COLORADO

City: [Signature]
COUNTY OF DENVER

This instrument was acknowledged before me on the 10th day of February, 2013, by Brian Pauls, the Authorized Signatory of COTTONWOOD CAPITAL, LLC, a Colorado limited liability company, on behalf of said company.

(Seal)



Kristin K. Chamberlain
Notary Public

My Commission Expires 12/11/2013
BRIDGEVIEW BANK GROUP,
an Illinois banking corporation

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS

COUNTY OF COOK

This instrument was acknowledged before me on the _____ day of February, 2013, by _____, the _____ of **BRIDGEVIEW BANK GROUP**, an Illinois banking corporation, on behalf of said bank.

(Seal)

Notary Public

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CONSENT OF COLLATERAL ASSIGNEES

Cottonwood Capital, LLC, a Colorado limited liability company, and Bridgeview Bank Group, an Illinois banking corporation, holders of collateral assignments of the Mortgage referenced above, hereby consent and agree to the terms and provisions of the foregoing Amended and Restated Subordination, Non-Disturbance and Attornment Agreement, effective as of the date first referenced above.

COTTONWOOD CAPITAL, LLC,
a Colorado limited liability company

By: _____
Name: _____
Title: _____

STATE OF COLORADO

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of February, 2013, by _____, the _____ of **COTTONWOOD CAPITAL, LLC**, a Colorado limited liability company, on behalf of said company.

(Seal)

Notary Public

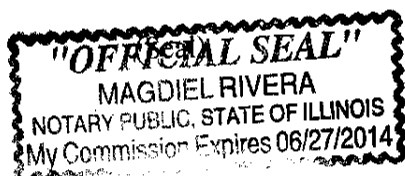
BRIDGEVIEW BANK GROUP,
an Illinois banking corporation

By: _____
Name: Bryan Griffin
Title: Senior VP

STATE OF ILLINOIS

COUNTY OF COOK

This instrument was acknowledged before me on the 1st day of February, 2013, by Bryan Griffin, the Senior VP of **BRIDGEVIEW BANK GROUP**, an Illinois banking corporation, on behalf of said bank.



Notary Public

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EXHIBIT A

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY

(see attached)



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LEGAL DESCRIPTION****PARCEL 1:**

LOT 16 (EXCEPTING THEREFROM THE EAST 25 FEET THEREOF), AND LOTS 17 THROUGH 33, INCLUSIVE, AND ALL OF THE EAST AND WEST 15 FOOT ALLEY NOW VACATED LYING SOUTH OF AND ADJOINING LOTS 19 THROUGH 33, INCLUSIVE, IN BLOCK 3 IN S.S. HAYES KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A RECIPROCAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 20, 1993 AND RECORDED JUNE 8, 1994 AS DOCUMENT 94508776 MADE BY AND BETWEEN ALDI INC. AND NBD TRUST COMPANY OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 19, 1985 KNOWN AS TRUST NUMBER 4172-HP AS AMENDED BY FIRST AMENDMENT TO RECIPROCAL EASEMENT FOR INGRESS, EGRESS AND PARKING DATED NOVEMBER 23, 2011 BY AND AMONG KLAIRMONT FAMILY ASSOCIATES, L.P., CHICAGO TITLE LAND TRUST COMPANY AS TRUSTEE UNDER THE TERMS OF A TRUST AGREEMENT DATED OCTOBER 26, 2010 AND KNOWN AS TRUST NO. 8002355973, AND 4500 SCHUBERT, LLC, FOR INGRESS, EGRESS AND PARKING WITHIN ANY PORTION OF THOSE PARCELS DESCRIBED BELOW AS 2A THROUGH 2F, INCLUSIVE

PARCEL 2A:

LOTS 1 THROUGH 5, INCLUSIVE, AND ALL OF THE NORTH AND SOUTH 15 FOOT ALLEY NOW VACATED LYING WEST OF AND ADJOINING LOTS 1 THROUGH 5, INCLUSIVE, IN BLOCK 3 IN S.S. HAYES KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2B:

THE WEST 30 FEET OF THAT PART OF NORTH KENTON AVENUE NOW VACATED LYING EAST OF AND ADJOINING LOTS 1 THROUGH 10, INCLUSIVE AFORESAID AND EAST OF AND ADJOINING THE EAST LINE OF BLOCK 3 PRODUCED 100 FEET SOUTH ALL LYING SOUTH OF THE SOUTH LINE OF DIVERSEY AVENUE AND NORTH OF THE SOUTH LINE OF PARKER AVENUE PRODUCED EAST 30 FEET EXCEPT THE SOUTH 18 FEET THEREOF IN BLOCK 3 IN S.S. HAYES KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPT THAT PART THEREOF DEFINED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID VACATED NORTH KENTON AVENUE 18.00 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 3; THENCE NORTH 02 DEGREES 00 MINUTES 41 SECONDS WEST, ALONG SAID WEST LINE,

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36.12 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 42 SECONDS EAST, 30.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 30 FEET OF SAID NORTH KENTON AVENUE NOW VACATED; THENCE SOUTH 02 DEGREES 00 MINUTES 41 SECONDS EAST, ALONG SAID EAST LINE, 36.09 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 18 FEET OF SAID NORTH KENTON AVENUE NOW VACATED; THENCE SOUTH 88 DEGREES 34 MINUTES 17 SECONDS WEST, ALONG SAID NORTH LINE, 30.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.)

PARCEL 2C:

THAT PART OF LOTS 6, 7, 8, 9 AND 10 AND THAT PART OF THE NORTH AND SOUTH 15 FOOT ALLEY NOW TERMINATED LYING WEST OF AND ADJOINING SAID LOT 6, LYING NORTHEASTERLY OF A LINE WHICH IS 9 FEET SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE BEING NEARLY THE CENTER LINE OF THE PRESENT SWITCH TRACK DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF LOT 10, 22 FEET 6 INCHES NORTH OF THE SOUTHEAST CORNER THEREOF, RUNNING THENCE NORTHWESTERLY ON A CURVE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 372 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 6, 9 FEET 4 1/4 INCHES EAST OF THE NORTHWEST CORNER THEREOF, ALL IN BLOCK 3 IN S.S. HAYES KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1.44 FEET WEST OF THE NORTHWEST CORNER OF LOT 6, SAID POINT ALSO BEING ON LINE "B"; (LINE "B" BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1.44 FEET WEST OF THE NORTHWEST CORNER OF LOT 6 IN SAID BLOCK 3; THENCE SOUTHEASTERLY AT A RADIUS OF 355.06 FEET, AN ARC DISTANCE OF 182.95 FEET MORE OR LESS THEREOF TO A POINT 2.13 FEET WEST OF THE SOUTHEAST CORNER OF LOT 10;) THENCE SOUTHEASTERLY 59.90 FEET, ALONG SAID LINE "B" BEING THE ARC OF A NON-TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 355.06 FEET AND WHOSE CHORD BEARS SOUTH 45 DEGREES 13 MINUTES 39 SECONDS EAST, 59.83 FEET TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 01 DEGREES 24 MINUTES 22 SECONDS EAST, ALONG SAID NON-TANGENT LINE, 1.74 FEET; TO A POINT ON A CURVE BEING 9 FEET SOUTHWESTERLY OF AND CONCENTRIC WITH LINE "A"; (LINE "A" BEING NEARLY THE CENTER LINE OF THE FORMER SWITCH TRACK AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF LOT 10, A DISTANCE OF 22 FEET 6 INCHES NORTH OF THE SOUTHEAST CORNER THEREOF; RUNNING THENCE NORTHWESTERLY ON A CURVE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 372 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 9 FEET 4 1/4 INCHES EAST OF THE NORTHWEST CORNER THEREOF;) THENCE NORTHWESTERLY 63.16 FEET, ALONG SAID CONCENTRIC CIRCLE, HAVING A RADIUS OF 363.00 FEET AND WHOSE CHORD BEARS NORTH 46 DEGREES 00 MINUTES 23 SECONDS WEST, 63.08 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 6; THENCE NORTH 88 DEGREES 35 MINUTES 08 SECONDS EAST, ALONG SAID NORTH LINE, 2.86 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.)

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PARCEL 2D:

THAT PART OF LOTS 7, 8, 9 AND 10 AND THAT PART OF VACATED WEST PARKER AVENUE, LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 10 AND LYING WEST OF VACATED NORTH KENTON AVENUE, ALL IN BLOCK 3 IN S.S. HAYES' KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 10; THENCE SOUTH 02 DEGREES 00 MINUTES 41 SECONDS EAST, ALONG THE WEST LINE OF SAID VACATED NORTH KENTON AVENUE, 45.89 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 42 SECONDS WEST, 62.08 FEET; THENCE NORTH 01 DEGREES 24 MINUTES 22 SECONDS WEST, 151.14 FEET TO A POINT ON A CURVE BEING 9 FEET SOUTHWESTERLY OF AND CONCENTRIC WITH LINE "A"; (LINE "A" BEING NEARLY THE CENTER LINE OF THE FORMER SWITCH TRACK AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF LOT 10, A DISTANCE OF 22 FEET 6 INCHES NORTH OF THE SOUTHEAST CORNER THEREOF; RUNNING THENCE NORTHWESTERLY ON A CURVE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 372 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 9 FEET 4 1/4 INCHES EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTHEASTERLY 64.55 FEET, ALONG THE ARC OF SAID CONCENTRIC CIRCLE, HAVING A RADIUS OF 363.00 FEET AND WHOSE CHORD BEARS SOUTH 35 DEGREES 55 MINUTES 38 SECONDS EAST, 64.47 FEET TO A POINT ON LINE "B"; (LINE "B" BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1.44 FEET WEST OF THE NORTHWEST CORNER OF LOT 6 IN SAID BLOCK 3; THENCE SOUTHEASTERLY AT A RADIUS OF 355.06 FEET, AN ARC DISTANCE OF 182.95 FEET MORE OR LESS THEREOF TO A POINT 2.13 FEET WEST OF THE SOUTHEAST CORNER OF LOT 10; THENCE SOUTHEASTERLY 57.04 FEET, ALONG SAID LINE "B" BEING THE ARC OF A NON-TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 355.06 FEET AND WHOSE CHORD BEARS SOUTH 25 DEGREES 08 MINUTES 25 SECONDS EAST, 56.98 FEET TO A POINT ON A NON-TANGENT LINE, SAID LINE BEING THE SOUTH LINE OF SAID LOT 10; THENCE NORTH 88 DEGREES 34 MINUTES 17 SECONDS EAST, ALONG SAID LAST DESCRIBED LINE, 2.13 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2E:

THAT PART OF LOT 10 IN BLOCK 3, IN S.S. HAYES' KELVYN GROVE ADDITION CHICAGO, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 10; THENCE SOUTH 88 DEGREES 34 MINUTES 17 SECONDS WEST, 0.87 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING A POINT ON A CURVE 9 FEET SOUTHWESTERLY OF AND CONCENTRIC WITH LINE "A" (LINE "A" BEING NEARLY THE CENTER LINE OF THE FORMER SWITCH TRACK AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF LOT 10, A DISTANCE OF 22 FEET 6 INCHES NORTH OF THE SOUTHEAST CORNER THEREOF; RUNNING THENCE NORTHWESTERLY ON A CURVE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 372 FEET TO A POINT ON THE NORTH LINE

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OF SAID LOT 6 A DISTANCE OF 9 FEET 4 1/4 INCHES EAST OF THE NORTHWEST CORNER THEREOF); THENCE SOUTH 88 DEGREES 34 MINUTES 17 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 10 A DISTANCE OF 1.26 FEET TO A POINT ON LINE "B" (LINE "B" BEING DESCRIBED AS FOLLOWS; BEGINNING AT A POINT 1.44 FEET WEST OF THE NORTHWEST CORNER OF LOT 6 IN SAID BLOCK 3; THENCE SOUTHEASTERLY AT A RADIUS OF 355.06 FEET AN ARC DISTANCE OF 182.95 FEET, MORE OR LESS THEREOF, TO A POINT 2.13 FEET WEST OF THE SOUTHEAST CORNER OF LOT 10); THENCE NORTHWESTERLY 57.04 FEET ALONG SAID LINE "B", BEING THE ARC OF A NON-TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 355.06 FEET AND WHOSE CHORD BEARS NORTH 25 DEGREES 08 MINUTES 25 SECONDS WEST, 56.98 FEET TO A POINT ON A CURVE 9 FEET SOUTHWESTERLY OF AND CONCENTRIC WITH SAID LINE "A"; THENCE SOUTHEASTERLY 57.56 FEET, ALONG SAID CONCENTRIC CURVE, BEING THE ARC OF A NON-TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 363.00 FEET AND WHOSE CHORD BEARS SOUTH 26 DEGREES 11 MINUTES 26 SECONDS EAST, 57.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2F:

THAT PART OF LOTS 7, 8, 9 AND 10 IN BLOCK 3 IN S.S. HAYES' KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 1.44 FEET WEST OF THE NORTHWEST CORNER OF LOT 6, SAID POINT ALSO BEING ON LINE "B"; (LINE "B" BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1.44 FEET WEST OF THE NORTHWEST CORNER OF LOT 6 IN SAID BLOCK 3; THENCE SOUTHEASTERLY AT A RADIUS OF 355.06 FEET, AN ARC DISTANCE OF 182.95 FEET MORE OR LESS THEREOF TO A POINT 2.13 FEET WEST OF THE SOUTHEAST CORNER OF LOT 10); THENCE SOUTHEASTERLY 59.90 FEET, ALONG SAID LINE "B" BEING THE ARC OF A NON-TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 355.06 FEET AND WHOSE CHORD BEARS SOUTH 45 DEGREES 13 MINUTES 39 SECONDS EAST, 59.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY 66.01 FEET, ALONG SAID LINE "B" BEING THE ARC OF A NON-TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 355.06 FEET AND WHOSE CHORD BEARS SOUTH 35 DEGREES 04 MINUTES 06 SECONDS EAST, 65.91 FEET TO A POINT ON A CURVE BEING 9 FEET SOUTHWESTERLY OF AND CONCENTRIC WITH LINE "A"; (LINE "A" BEING NEARLY THE CENTER LINE OF THE FORMER SWITCH TRACK AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF LOT 10, A DISTANCE OF 22 FEET 6 INCHES NORTH OF THE SOUTHEAST CORNER THEREOF; RUNNING THENCE NORTHWESTERLY ON A CURVE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 372 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 9 FEET 4 1/4 INCHES EAST OF THE NORTHWEST CORNER THEREOF); THENCE NORTHWESTERLY 64.55 FEET, ALONG SAID CONCENTRIC CIRCLE, HAVING A RADIUS OF 363.00 FEET AND WHOSE CHORD BEARS NORTH 35 DEGREES 55 MINUTES 38 SECONDS WEST, 64.47 FEET TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 01 DEGREES 24 MINUTES 22 SECONDS WEST, ALONG SAID NON-TANGENT LINE, 1.74 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PIN: 13-27-301-005-0000 13-27-301-011-0000

Commonly Known As: 4645 West Diversey, Chicago, Illinois

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EXHIBIT B

LEGAL DESCRIPTION OF DEMISED PREMISES

THAT PART OF LOTS 16 THROUGH 23, BOTH INCLUSIVE, AND PART OF THE EAST AND WEST 15 FOOT ALLEY NOW VACATED LYING SOUTH OF AND ADJOINING LOTS 19 THROUGH 23, BOTH INCLUSIVE, IN BLOCK 3 IN S.S. HAYES KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE LYING 108.50 FEET (AS MEASURED AT RIGHT ANGLES) EAST OF AND PARALLEL WITH THE EAST LINE OF WEST KILPATRICK AVENUE, ALSO BEING THE WEST LINE OF SAID LOTS 18 AND 19, ALSO LYING NORTH OF A LINE LYING 81.00 FEET (AS MEASURED AT RIGHT ANGLES) NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST PARKER AVENUE, ALSO BEING THE SOUTH LINE OF SAID LOTS 16, 17 AND 18 IN COOK COUNTY, ILLINOIS.

PIN: Part of 13-27-301-005-0000

Common Address: 4645 W. Diversey Ave., Chicago, IL 60639