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Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/12/2013 12:21 PM Pg: 1 of 15

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This document prepared by
and after recording return to:

John W. Morse, Esq.
Patzik, Frank & Samotny, Ltd.
150 South Wacker Drive
Suite 1500
Chicago, IL 60606

Property of Cook County Clerk's Office

Subordination and Attornment Agreement

8932215

THIS SUBORDINATION AND ATTORNMENT AGREEMENT (this "Agreement"), dated as of February 28, 2013, is by and among COLE TAYLOR BANK (the "Mortgagee"), with an address at 9550 West Higgins Road, Rosemont, Illinois 60018, BONE ENTERPRISES, an Illinois general partnership, as the beneficial interest owner and controller of beneficial interest of that certain Land Trust with Midwest Bank and Trust Company, as Trustee, known as Trust Number 94-6622 (the "Landlord"), with an address at 1950 North Narragansett Avenue, Chicago, Illinois 60639, and BONE ROOFING SUPPLY, INC., an Illinois corporation (the "Tenant"), with an address at 1950 North Narragansett Avenue, Chicago, Illinois 60639.

WITNESSETH THAT:

WHEREAS, the Landlord is the fee owner of that certain real property located in Cook County, Illinois, and more particularly described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, Landlord and Tenant are affiliated entities and Landlord has requested that Mortgagee make loans and other financial accommodations to Landlord; and

WHEREAS, Mortgagee has agreed to make certain loans and other financial accommodations to Landlord (collectively, the "Loan"); and

WHEREAS, the Loan is secured by that certain Second Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated of even date herewith (the "Mortgage"), from the Landlord to the Mortgagee, and recorded or to be recorded in the real estate records of the aforesaid County and State, and is also secured by an assignment of the Landlord's interest in all leases of the Property (the "Assignment"), which is included as part of the Mortgage (the Mortgage, and any and all other documents executed in connection with the Loan, as the same may be amended, renewed, replaced or supplemented from time to time, collectively the "Loan Documents"); and

WHEREAS, under the terms of a certain Industrial Building Lease, dated January 1, 2011 (the "Lease"), the Landlord leased to the Tenant all or certain portions of the Property described in the Lease (the "Demised Premises") under the terms and conditions more particularly described therein; and

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WHEREAS, the Mortgage provides that the Lease shall be subordinate to the Mortgage and the parties hereto desire to confirm such subordination and to establish rights of quiet and peaceful possession for the benefit of the Tenant under the Lease and to define the terms, covenants and conditions precedent for such rights.

NOW, THEREFORE, in consideration of the loans and other financial accommodations to Landlord and Tenant, and in consideration of the mutual promises and covenants herein contained and intending to be legally bound, the parties hereto agree as follows:

1. **Subordination of Lease.** The Lease and the entire right, title and interest of the Tenant thereunder are and shall be subject and subordinate in all respects to the lien, right, title and terms of the Loan Documents and, in particular, the Mortgage and all advances made or to be made thereunder.

2. **Consent of Tenant.** The Tenant acknowledges notice of and consents to the Mortgage, the Assignment and the terms and conditions thereof. The Tenant agrees to continue making payments of rent and other amounts owed under the Lease to the Landlord, and to otherwise recognize the rights of the Landlord under the Lease, until notified otherwise in writing by the Mortgagee, as herein provided. The Landlord and Tenant agree that, if the Mortgagee delivers to the Tenant a notice stating that a default has occurred under the Loan Documents and requesting that all payments due under the Lease be thereafter paid directly to the Mortgagee, the Tenant shall thereafter make, and is hereby authorized and directed by the Landlord to make, all such payments directly to the Mortgagee, as provided in the Mortgage and the Assignment, without any duty of further inquiry on the part of the Tenant.

3. **Tenant's Duty to Notify Mortgagee of any Default Under the Lease.** The Tenant shall provide the Mortgagee with prompt notice of any asserted default against the Landlord under the Lease. In the event of any act or omission of the Landlord which would give the Tenant the right, immediately or after lapse of time, to cancel or terminate the Lease, or to claim a partial or total eviction or to exercise any other remedy, the Tenant shall not exercise such right or remedy until Mortgagee has received notice and a reasonable period of time to cure said default, said cure period commencing after the end of Landlord's cure period and after Mortgagee is entitled under the Mortgage and the Assignment to remedy same; provided that the Mortgagee shall give the Tenant written notice of its intention to, and shall commence and continue with due diligence to, remedy such act or omission. Notwithstanding the foregoing, the Mortgagee shall have no obligation to remedy or to continue to remedy any such act or omission.

4. **Attornment of Tenant to Mortgagee or Foreclosure Purchaser.** If the Mortgagee or any Foreclosure Purchaser shall succeed to the rights of the Landlord under the Lease, and provided Mortgagee does not foreclose out the Lease, then the Tenant shall attorn to and recognize the Mortgagee or such Foreclosure Purchaser as the Tenant's landlord under the Lease and the Mortgagee or such Foreclosure Purchaser shall be conclusively deemed to have accepted such attornment. Such attornment shall be self-operative and effective without execution and delivery of any further instrument, immediately upon the Mortgagee's or any Foreclosure Purchaser's succession to the interest of the Landlord under the Lease. Upon such attornment, the Lease shall continue in full force and effect as a direct lease between the Mortgagee or such Foreclosure Purchaser and the Tenant except that the Mortgagee or such Foreclosure Purchaser shall not be bound by any amendment or modification of the Lease made without the Mortgagee's written consent and except that the Mortgagee or such Foreclosure Purchaser shall not be liable to the Tenant:

(a) For any past act, default or omission on the part of the Landlord or for any accrued obligation of the Landlord under the Lease and the Tenant shall have no right to assert the same

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or any damages arising therefrom as an offset or defense against the Mortgagee or such Foreclosure Purchaser;

(b) For the commencement or completion of any construction or any contribution toward construction or installation of any improvements upon the Demised Premises, or any expansion or rehabilitation of existing improvements thereon, or for restoration of improvements following any casualty not required to be insured under the Lease or for the costs of any restoration in excess of the proceeds recovered under any insurance required to be carried under the Lease; or

(c) For any prepayment of rent, rental security or any other sums deposited with the Landlord under the Lease and not actually delivered to the Mortgagee or such Foreclosure Purchaser.

The Mortgagee or such Foreclosure Purchaser shall be liable to the Tenant under the Lease only during the Mortgagee's or such Foreclosure Purchaser's period of ownership, and such liability shall not continue or survive as to the transferor after a transfer by the Mortgagee or such Foreclosure Purchaser of its interest in the Lease and the Demised Premises. Notwithstanding anything to the contrary contained herein, officers, directors, shareholders, agents, servants and employees of the Mortgagee shall have no personal liability to Tenant and the liability of the Mortgagee shall be limited to the Mortgagee's interest in the Property. In addition no default by Mortgagee under the Lease shall serve as a defense claims regarding any amounts owed by Tenant to Mortgagee under the Loan. The obligations of Tenant to Mortgagee under the Loan are absolute and shall be paid without offset, defense or claim.

5. Modification of Lease. Without the Mortgagee's prior written consent, the Tenant shall not (a) amend or terminate the Lease, (b) prepay any rent or other sums due under the Lease for more than one month in advance of the due dates thereof, (c) voluntarily surrender the Demised Premises, or (d) assign the Lease or sublet the Demised Premises or any part thereof other than pursuant to the provisions of the Lease.

6. Representations of Tenant. The Tenant represents and warrants to the Mortgagee that (a) the Tenant occupies and is the leasehold owner of the Demised Premises pursuant to the terms of the Lease, (b) the Lease is in full force and effect, and the Tenant has no offsets or defenses to the payment of rent or other sums due thereunder, (c) no default exists under the Lease, and (d) all rent and other sums due under the Lease have been paid in full, but have not been paid for more than one month in advance of the due dates thereof.

7. Application of Casualty Insurance Proceeds and Condemnation Awards. The Tenant hereby agrees that, notwithstanding anything to the contrary contained in the Lease, the terms and provisions of the Mortgage with respect to the application of casualty insurance proceeds and condemnation awards shall control.

8. Confirmation of Lease Status. The Landlord and the Tenant hereby agree that, upon the Mortgagee's request, they shall from time to time execute and deliver to the Mortgagee, and without charge to the Mortgagee, an estoppel certificate setting forth whatever information the Mortgagee may reasonably require to confirm the current status of the Lease including, without limitation, a confirmation that the Lease is and remains in full force and effect.

9. Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be in writing and will be effective upon receipt. Such notices and other communications may be hand-delivered, sent by facsimile transmission with confirmation of delivery and a copy sent by first-class mail, or sent by nationally recognized overnight courier service, to

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a party's address set forth above or to such other address as any party may give to the other in writing for such purpose.

10. Changes in Writing. No modification, amendment or waiver of, or consent to any departure from, any provision of this Agreement nor consent to any departure by the Landlord or Tenant therefrom will be effective unless made in a writing signed by the Mortgagee, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Landlord or Tenant in any case will entitle the Landlord or Tenant to any other or further notice or demand in the same, similar or other circumstance.

11. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

12. Counterparts. This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

13. Definitions. As used in this Agreement, the word "Tenant" shall mean the Tenant and/or the subsequent holder of an interest under the Lease, provided the interest of such holder is acquired in accordance with the terms and provisions of the Lease, the word "Mortgagee" shall mean the Mortgagee or any subsequent holder or holders of the Mortgage and the Assignment, and the word "Foreclosure Purchaser" shall mean any party other than the Mortgagee acquiring title to the Property by purchase at a foreclosure sale, by deed or otherwise. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Landlord, the Tenant and the Mortgagee, their heirs, legal representatives, successors and assigns.

14. Governing Law and Jurisdiction. This Agreement has been delivered to and accepted by the Mortgagee and will be deemed to be made in the State where the Mortgagee's office indicated above is located. **THIS AGREEMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE MORTGAGEE'S OFFICE INDICATED ABOVE IS LOCATED, EXCLUDING ITS CONFLICT OF LAWS RULES.** The Landlord and the Tenant hereby irrevocably consent to the exclusive jurisdiction of any state or federal court in the county or judicial district where the Mortgagee's office indicated above is located; provided that nothing contained in this Agreement will prevent the Mortgagee from bringing any action, enforcing any award or judgment or exercising any rights against the Landlord or Tenant individually, against any security or against any property of the Landlord or Tenant within any other county, state or other foreign or domestic jurisdiction. The Mortgagee, the Landlord and the Tenant agree that the venue provided above is the most convenient forum for the Mortgagee, the Landlord and the Tenant. The Landlord and the Tenant waive any objection to venue and any objection based on a more convenient forum that either may have in any action instituted under this Agreement.

15. WAIVER OF JURY TRIAL. EACH OF THE LANDLORD, THE TENANT AND THE MORTGAGEE IRREVOCABLY WAIVE ANY AND ALL RIGHT THAT ANY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN

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ANY OF SUCH DOCUMENTS. THE LANDLORD, THE TENANT AND THE MORTGAGEE
ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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The Landlord and the Tenant acknowledge that each has read and understood all the provisions of this Agreement, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

WITNESS ATTEST:



Print Name: Kimberly Ann Hall

Dennis C. Bone
Print Name: Dennis C. Bone
Title: Business Manager
(Include title only if an officer of entity signing to the right)

Jacklyn Bone
Print Name: Jacklyn Bone
Title: HR
(Include title only if an officer of entity signing to the right)

MORTGAGEE:

COLE TAYLOR BANK

By: [Signature]
Print Name: ERIC J. Zaleski (SEAL)
Title: S.V.P.

LANDLORD:

BONE ENTERPRISES

By: [Signature]
Print Name: Jim C Bone (SEAL)
Title: Partner

TENANT:

BONE ROOFING SUPPLY, INC.

By: [Signature] (SEAL)
Print Name: Jack W Bone
Title: Partner

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The Landlord and the Tenant acknowledge that each has read and understood all the provisions of this Agreement, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

WITNESS / ATTEST:

MORTGAGEE:

COLE TAYLOR BANK

Print Name: _____

By: _____ (SEAL)

Print Name: _____
Title: _____

LANDLORD:

BONE ENTERPRISES

Denning C. Bone

By: *Jim C Bone*
_____ (SEAL)

Print Name: *Denning C. Bone*
Title: *President*
(Include title only if an officer of entity signing to the right)

Print Name: *Jim C Bone*
Title: *Partner*

TENANT:

BONE ROOFING SUPPLY, INC.

Jacklyn Bone

By: *Jack W. Bone*
_____ (SEAL)

Print Name: *Jacklyn Bone*
Title: *HR*
(Include title only if an officer of entity signing to the right)

Print Name: *Jack W. Bone*
Title: *Partner*

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STATE OF ILLINOIS

COUNTY OF Cook

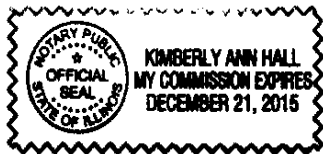
)
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) SS:

On this, the 07th day of February, before me, a Notary Public, the undersigned officer, personally appeared Eric J. Zaleski, who acknowledged himself to be the sup of COLE TAYLOR BANK and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said bank as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kimberly Ann Hall
Notary Public

My commission expires:



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STATE OF ILLINOIS

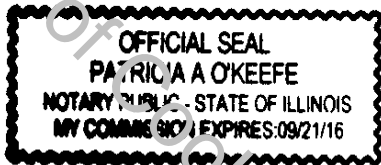
COUNTY OF Cook)
)
) ss:

On this, the 26th day of February, 2013 before me, a Notary Public, the undersigned Patricia A. O'Keefe personally appeared John C. Bone, who acknowledged himself/herself to be a Partner of BONE ENTERPRISES, an Illinois general partnership, and that he/she, as Partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said general partnership as Partner.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Patricia A. O'Keefe
Notary Public

My commission expires:



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STATE OF ILLINOIS)

COUNTY OF Cook)

ss:

On this, the 26th day of February, 2013, before me, a Notary Public, the undersigned officer, personally appeared John W. Bone, who acknowledged himself/herself to be the President of BONE ROOFING SUPPLY, INC., an Illinois corporation and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Patricia A. O'Keefe
Notary Public

My commission expires



Properly Cook County Clerk's Office

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EXHIBIT "A" PROPERTY DESCRIPTION

PARCEL 1:

A PARCEL OF LAND CONSISTING OF PART OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A PART OF EACH OF LOTS 1 TO 6 INCLUSIVE, IN BLOCK 9 AND A PART OF VACATED WEST ARMITAGE AVENUE AND OF VACATED NORTH NAGLE AVENUE ADJOINING SAID BLOCK 9, ALL IN A. GALE'S SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PARCEL OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF BLOCK 8 IN A. GALE'S SUBDIVISION AFORESAID AT A POINT WHICH IS 419.70 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID BLOCK 8, SAID POINT BEING AT THE NORTHEAST CORNER OF PROPERTY CONVEYED BY DEED DATED JULY 21, 1953 AND RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON JULY 28, 1953 AS DOCUMENT NUMBER 15681069 AND RUNNING THENCE NORTHWESTWARDLY ALONG THE NORTHERLY LINE OF THE PROPERTY SO CONVEYED, A DISTANCE OF 133.50 FEET TO A POINT OF CURVE WHICH IS 432.61 FEET MORE OR LESS NORTH FROM THE SOUTH LINE OF SAID BLOCK 8, THENCE CONTINUING NORTHWESTWARDLY ALONG SAID NORTHERLY PROPERTY LINE (WHICH IS HERE THE ARC OF A CIRCLE CONVEX TO THE SOUTH WEST HAVING A RADIUS OF 1960.88 FEET AND BEING TANGENT TO SAID LAST DESCRIBED COURSE) A DISTANCE OF 266.04 FEET TO A POINT OF BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID HEREINAFTER DESCRIBED PARCEL OF LAND WHICH POINT OF BEGINNING IS 476.24 FEET MORE OR LESS NORTH FROM A WESTWARD EXTENSION OF THE SOUTH LINE OF SAID BLOCK 8, THENCE CONTINUING NORTHWESTWARDLY ALONG AN ARC OF SAID LAST DESCRIBED CIRCLE A DISTANCE OF 298.52 FEET TO A POINT 566.88 FEET NORTH FROM THE SOUTH LINE OF SAID BLOCK 9, THENCE CONTINUING NORTHWESTWARDLY ALONG SAID NORTHERLY PROPERTY LINE (WHICH IS HERE A STRAIGHT LINE) A DISTANCE OF 85.0 FEET TO A POINT 598.04 FEET NORTH FROM THE SOUTH LINE OF SAID BLOCK 9, THENCE CONTINUING NORTHWESTWARDLY ALONG SAID NORTHERLY PROPERTY LINE (WHICH IS HERE THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 13325 FEET) A DISTANCE OF 207.81 FEET TO A POINT 690.74 FEET NORTH FROM THE SOUTH LINE OF BLOCK 10 IN SAID A. GALE'S SUBDIVISION, THENCE CONTINUING NORTHWESTWARDLY ALONG SAID NORTHERLY PROPERTY LINE (WHICH IS HERE THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST HAVING A RADIUS OF 769.02 FEET) A DISTANCE OF 202.3 FEET TO A POINT 700.93 FEET NORTH FROM THE SOUTH LINE OF SAID BLOCK 10, THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE NORMAL TO SAID LAST DESCRIBED ARC, A DISTANCE OF 120.98 FEET TO A POINT, WHICH IS 895.98 FEET MEASURED PERPENDICULARLY WEST FROM A NORTHWARD EXTENSION OF THE EAST LINE OF SAID BLOCK 8, THENCE SOUTH EASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 116.83 FEET TO A POINT WHICH IS 760.68 FEET, MEASURED PERPENDICULARLY NORTH FROM THE SOUTH LINE OF SAID BLOCK 9, THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST HAVING A RADIUS 2371.39 FEET A DISTANCE OF 273.30 FEET TO A POINT WHICH IS 657.06 FEET MEASURED PERPENDICULARLY NORTH FROM THE SOUTH LINE OF SAID BLOCK 9 AND WHICH IS ALSO THE MOST WESTERLY CORNER OF THE PARCEL OF LAND CONVEYED BY DEED DATED OCTOBER 11, 1961 AND

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RECORDED IN SAID RECORDER'S OFFICE ON OCTOBER 16, 1961 AS DOCUMENT NUMBER 18303114 THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE BEING A SOUTHERLY LINE OF THE PARCEL OF LAND SO CONVEYED A DISTANCE OF 184.00 FEET TO A POINT WHICH IS 366.50 FEET MEASURED PERPENDICULARLY WEST FROM THE EAST LINE OF SAID BLOCK 8, THENCE SOUTHWARDLY ALONG A STRAIGHT LINE, BEING A WESTERLY LINE OF SAID LAST MENTIONED PARCEL OF LAND, A DISTANCE OF 117.14 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS ALSO:

PARCEL 2:

THAT PART OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A PART OF EACH OF LOTS 1 TO 7 INCLUSIVE IN BLOCK 8; AND A PART OF VACATED WEST ADMETAGE AVENUE AND OF VACATED NORTH NAGLE AVENUE AND ADJOINING SAID BLOCK 8, ALL IN A GALE'S SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID BLOCK 8 WHICH IS 419.70 FEET NORTH FROM THE SOUTHEAST CORNER THEREOF, SAID POINT OF BEGINNING BEING THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED BY DEED DATED JULY 21, 1953 AND RECORDED JULY 28, 1953 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 15681069 AND RUNNING THENCE NORTHWESTWARDLY ALONG THE NORTHERLY LINE OF SAID TRACT OF LAND SO CONVEYED, A DISTANCE OF 133.50 FEET TO A POINT OF CURVE, SAID POINT OF CURVE BEING 432.61 FEET MORE OR LESS NORTH FROM THE SOUTH LINE OF SAID BLOCK 8; THENCE CONTINUING NORTHWESTWARDLY ALONG SAID NORTHERLY LINE OF A TRACT OF LAND SO CONVEYED BEING THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 1960.88 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 266.04 FEET TO A POINT WHICH IS 476.24 FEET MORE OR LESS NORTH FROM A WESTWARD EXTENSION OF THE SOUTH LINE OF SAID BLOCK 8; THENCE NORTHWARDLY ALONG A STRAIGHT LINE NORMAL TO SAID LAST DESCRIBED ARC A DISTANCE OF 117.14 FEET TO A POINT 366.50 FEET MEASURED PERPENDICULARLY WEST FROM THE EAST LINE OF SAID BLOCK 8; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 184 FEET TO A POINT 657.06 FEET MEASURED PERPENDICULARLY NORTH FROM A WESTWARD EXTENSION OF THE SOUTH LINE OF SAID BLOCK 8; THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 2302.01 FEET, A DISTANCE OF 550.26 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 8 WHICH IS 549.64 FEET NORTH FROM SAID SOUTHEAST CORNER THEREOF AND THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK 8, A DISTANCE OF 129.94 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 3:

THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 WHICH IS 800.10 FEET NORTH OF THE POINT OF INTERSECTION OF THE

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WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 WITH THE SOUTH LINE EXTENDED WEST OF BLOCK 10 OF A. GALE'S SUBDIVISION IN THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE SOUTHEASTERLY ON AN ARC CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 769.02 FEET A DISTANCE OF 190.48 FEET TO A POINT; THE TANGENT OF SAID ARC AT ITS POINT OF BEGINNING MAKES AN ANGLE WITH THE WEST LINE OF SAID SOUTHEAST 1/4 OF NORTHEAST 1/4 OF 86 DEGREES 13 MINUTES IN THE SOUTHEAST QUADRANT, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT: THENCE CONTINUING EASTERLY ON SAID DESCRIBED CURVE, HAVING A RADIUS OF 769.02 FEET, AN ARC LENGTH OF 182.02 FEET TO A POINT OF REVERSE CURVE; THENCE EASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1332.57 FEET, AN ARC LENGTH OF 88.06 FEET; THENCE SOUTH ALONG A LINE THAT FORMS AN ANGLE OF 119 DEGREES 35 MINUTES 49 SECONDS TO THE LEFT OF THE CHORD LINE OF THE LAST DESCRIBED CURVE AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31, 246.62 FEET TO A POINT THAT IS 401.77 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 10; THENCE WEST ALONG A LINE THAT FORMS AN ANGLE OF 89 DEGREES 33 MINUTES 18 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE, BEING ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 10, 220.0 FEET TO A POINT THAT IS 208.0 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 26 MINUTES 42 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE, BEING ALONG A LINE THAT IS PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 236.20 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT TANGENT TO THE LAST DESCRIBED LINE HAVING A RADIUS OF 348.55 FEET AND AN ARC LENGTH OF 85.78 FEET TO A POINT OF TANGENCY; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED CURVE, 44.74 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 4:

EASEMENT IN FAVOR OF PARCEL 3 AS CREATED BY GRANT OF EASEMENT AGREEMENT MADE BY COBRA ELECTRONICS CORPORATION, A DELAWARE CORPORATION AND BETWEEN JIM, JACK AND CLAY BONE ET AL, AN ILLINOIS GENERAL PARTNERSHIP, RECORDED APRIL 6, 2005 AS DOCUMENT NUMBER 0509602405, FOR INGRESS AND EGRESS OVER THE FOLLOWING TRACT OF LAND:

THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 401.77 FEET NORTH OF THE SOUTH LINE OF BLOCK 10 IN A. GALE'S SUBDIVISION IN THE SOUTHEAST 1/4 OF SAID SECTION 31, AND 33.0 FEET EAST OF THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 10, 278.0 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 24.0 FEET; THENCE WESTERLY PARALLEL WITH THE SOUTH LINE OF BLOCK 10, 277.81 FEET TO A POINT THAT IS 33.0 FEET EAST OF THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE NORTHERLY PARALLEL WITH SAID WEST LINE 24.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

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PARCEL 5:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS RESERVED IN WARRANTY DEED FROM CHICAGO, MILWAUKEE ST. PAUL AND PACIFIC RAILROAD COMPANY TO LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 27588 DATED OCTOBER 11, 1961 AND RECORDED OCTOBER 16, 1961 AS DOCUMENT NUMBER 18303114 AND AS CREATED BY DEED FROM CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY TO RADIO STEEL AND MFG. COMPANY, A CORPORATION OF ILLINOIS, DATED AUGUST 14, 1969 AND RECORDED AUGUST 29, 1969 AS DOCUMENT NUMBER 20945152 FOR INGRESS AND EGRESS OVER THE LAND DESCRIBED AS FOLLOWS:

A STRIP OF LAND 18 FEET WIDE ACROSS LOTS 1 TO 7 INCLUSIVE AND ACROSS A PART OF VACATED NORTH NAGLE AVENUE ADJOINING SAID LOT 7, IN BLOCK 8 IN A. GALE'S SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID STRIP OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID BLOCK 8 WHICH IS 419.70 FEET NORTH FROM THE SOUTHEAST CORNER THEREOF, SAID POINT OF BEGINNING BEING THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED BY DEED DATED JULY 21, 1953 AND RECORDED ON JULY 28, 1953 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 15681069 AND RUNNING THENCE NORTH WESTWARDLY ALONG THE NORTHERLY LINE OF THE STRIP OF LAND SO CONVEYED A DISTANCE OF 133.50 FEET TO A POINT OF CURVE SAID POINT OF CURVE BEING 432.61 FEET MORE OR LESS, NORTH FROM THE SOUTH LINE OF SAID BLOCK 8, THENCE CONTINUING NORTHWESTWARDLY ALONG SAID NORTHERLY LINE OF THE TRACT OF LAND, SO CONVEYED BEING THE ARC OF A CIRCLE CONVEY TO THE SOUTHWEST, HAVING A RADIUS OF 1960.88 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 266.04 FEET TO A POINT WHICH IS 416.24 FEET MORE OR LESS NORTH FROM A WESTWARD EXTENSION OF THE SOUTH LINE OF SAID BLOCK 8, THENCE NORTHWARDLY ALONG A STRAIGHT LINE NORMAL TO SAID LAST DESCRIBED ARC, A DISTANCE OF 18 FEET, THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 1942.88 FEET AND BEING 18 FEET NORTHEASTERLY FROM AND CONCENTRIC WITH SAID FIRST DESCRIBED ARC, A DISTANCE OF 263.60 FEET THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED ARC AND 18 FEET NORTHERLY FROM THE FIRST HEREIN DESCRIBED COURSE, A DISTANCE OF 131.58 FEET TO THE EAST LINE OF SAID BLOCK 8 AND THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK 8, A DISTANCE OF 18.10 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

Common Address: 1950 North Narragansett Avenue
Chicago, Illinois 60639

PINS: 13-31-205-041-0000
13-31-205-048-0000
13-31-205-053-0000
13-31-425-008-0000

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13-31-425-010-0000
13-31-425-013-0000

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____