

# UNOFFICIAL COPY

**THIS INSTRUMENT PREPARED  
BY AND AFTER RECORDING  
RETURN TO:**

McDermott Will & Emery LLP  
227 West Monroe Street  
Chicago, Illinois 60606  
Attention: David R. Neville



Doc#: 1308529028 Fee: \$64.00  
RHSP Fee: \$10.00 Affidavit Fee:  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/26/2013 11:59 AM Pg: 1 of 14

*This space reserved for Recorder's use only.*

## NONDISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT

THIS NONDISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT (this Agreement) made and entered into as of the 25<sup>th</sup> day of March, 2013, by and among **THE CHICAGO COMMUNITY LOAN FUND**, an Illinois not-for-profit corporation (together with its respective successors and assigns under the Mortgage hereinafter referred to, "Lender"), with an address of 29 East Madison Street, Suite 1700, Chicago, Illinois 60602, **O.H. & R SPECIAL STEELS COMPANY**, a Delaware corporation ("Tenant"), with an address of 1551 Vienna PKWY, Vienna, Ohio, 44473, and **TRINITY 95TH & COTTAGE GROVE PLANNED COMMUNITY DEVELOPMENT SERIES, LLC**, an Illinois limited liability company ("Landlord"), with an address of 400 West 95th Street, Chicago, Illinois 60628, Attention: Wilfred Bentley.

### WITNESSETH:

WHEREAS, Tenant, as tenant, and Pullman Bank and Trust Company under Trust Agreement Number 71-81922 dated April 16, 1984, predecessor-in-interest to Trinity United Church of Christ, predecessor-in-interest to Landlord, as landlord ("Landlord"), heretofore entered into that certain Industrial Building Lease dated as of July 2, 1997 (as amended from time to time, the "Lease"), demising to Tenant certain premises described in the Lease and commonly known as 533 East 95th Street, Chicago, Illinois 60628, which premises are a portion of the property legally described on Exhibit A attached hereto and made a part hereof (as more particularly described in the Lease, the "Leased Premises"); and

WHEREAS, concurrently herewith, Landlord is executing and delivering to Lender that certain Mortgage, Assignment of Rents, Fixture Filing and Security Agreement (the "Mortgage") dated as of March 25, 2013, creating a mortgage lien upon the Leased Premises as security for certain indebtedness evidenced by that certain Promissory Note executed by Landlord in favor of Lender dated as of March 25, 2013, in the principal sum of \$1,000,000.00 together with any and all advances made thereunder, all interest thereon and any renewals or extensions thereof (collectively, the "Loan"), and more fully described in the Mortgage; and

WHEREAS, as a condition precedent to disbursement of the Loan funds, Lender has required that the Lease and the rights of Tenant thereunder be subordinated and made subject to the lien of the Mortgage upon the terms and conditions hereinafter expressed.

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NOW THEREFORE, in consideration of the foregoing premises and of the agreements hereinafter contained, and to induce Lender to disburse the Loan funds, Lender, Tenant and Landlord hereby agree as follows:

1. Tenant hereby agrees that the Lease, and the rights of Tenant in, to and under the Lease, shall be and remain in all respects and for all purposes, subject, subordinate and junior in right and interest to the lien of the Mortgage, as well as to any and all renewals, amendments, modifications, restatements or extensions thereof, and to the right and interest of the holder of the Loan secured thereby whether now or hereafter outstanding, as fully and with the same effect as if the Mortgage had been duly executed, acknowledged, delivered and recorded by the record owner of the Leased Premises so as to constitute a first lien of record, and as if the Loan had been fully disbursed prior to the execution and delivery of the Lease.

2. Tenant acknowledges and agrees that Tenant has notice that the Lease and the rent and other sums due under the Lease have been assigned to Lender as security for the Loan. If Lender notifies Tenant in writing of a default under the Mortgage and requests that Tenant pay its rent and other sums due under the Lease to Lender, Tenant shall pay such sums directly to Lender or as Lender may otherwise request. Landlord hereby irrevocably directs and authorizes Tenant to make such rental payment directly to Lender following receipt of Lender's notice, and Landlord covenants and agrees that Tenant shall have the right to rely on such notice without any obligation to inquire as to whether any default exists under the Loan, and notwithstanding any notice or claim by Landlord, Landlord shall have no right or claim against Tenant for by reason of any rental payments made by Tenant to Lender following receipt of such notice.

3. Lender hereby agrees that so long as Tenant, its successors, assigns and sublessees, shall not be in default under the provisions of the Lease beyond any applicable notice and cure periods:

The Lease shall remain in full force and effect without impairment of any of the rights of the Tenant thereunder, including the Tenant's continued right to possession of the Leased Premises during the term of the Lease and any extension thereof, and the Lease shall continue with the same force and effect as if the Lender, as landlord, and Tenant, as tenant, had entered into a lease as of the date Lender takes possession of the Leased Premises containing the same terms, conditions and covenants as contained in the Lease.

In the event of foreclosure of the Mortgage or sale in lieu of foreclosure or other suit or proceeding under or pursuant to the Mortgage or consequent upon an event of default thereunder, Tenant will not be made a party to any such proceeding and the same shall not affect the rights of Tenant under the Lease. Any purchaser of the Leased Premises pursuant to any such proceedings or deed in lieu of foreclosure shall take the Leased Premises subject to the Lease and shall be bound by all of its covenants as though the purchaser were the original Landlord; provided, however, that said purchaser shall in no way be liable or responsible for any alleged default by the Landlord under the Lease pertaining to any period prior to the time that purchaser acquires legal title to or possession of the Leased Premises.

4. From and after the date that Lender takes possession of the Leased Premises, or upon any foreclosure sale or conveyance in lieu thereof, and if the Tenant's right of possession has been preserved as hereinabove provided, Tenant will attorn to Lender (or the purchaser at foreclosure sale or grantee pursuant to deed in lieu of foreclosure; and for the purposes hereof, the term "Lender" shall include such purchaser or grantee), and the Lender will accept such attornment; the Lender will have the same obligations as Landlord had or would have had if the Lender had not taken possession of the Leased Premises and the same remedies by entry, action or otherwise for the nonperformance of any agreement contained in the Lease for the recovery of rent, for the commission of any waste or for any forfeiture, as the Landlord had or would have had. From and after the time of such attornment, Tenant shall have the

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same remedies against the Lender who shall be in possession of the Leased Premises for the breach of any covenant or agreement contained in the Lease that Tenant might have had against the Landlord; provided, however, that, the Lender shall not be (i) liable for any prior act or omission of Landlord; (ii) liable for any security deposit paid by Tenant to Landlord, unless any such security deposit was transferred to Lender; (iii) subject to any offsets or defenses which Tenant might have against Landlord; (iv) liable for more than one (1) month's rent or additional rent which Tenant might have paid in advance to the Landlord or (v) liable for any representation, warranty or indemnity given by any prior landlord, including Landlord. In addition, Tenant agrees that provided any successor owner assumes all of the landlord's obligation under the Lease, Lender and any other successor owner shall be discharged from all responsibility under the Lease which accrues or arises after Lender or such other successor owner disposes of its interest in the Leased Premises.

5. Lender shall not be bound by any modification or amendment of or to the Lease unless Lender has given its consent thereto in writing.

6. Tenant agrees that, so long as the Mortgage shall remain outstanding, Tenant shall not, without the prior written consent of Lender: (a) prepay any of the rents, additional rents or other sums due under the Lease more than one (1) month in advance of the due dates thereof; (b) voluntarily surrender the Leased Premises or enter into any agreement with Landlord to terminate the Lease or shorten the term thereof; provided, however, Tenant shall have the right to terminate the Lease without Lender's consent as permitted under the terms and provisions of the Lease; (c) voluntarily subordinate the Lease to any lien or encumbrance other than the Mortgage; or (d) assign the Lease or sublet the Leased Premises or any portion thereof other than pursuant to the provisions of the Lease.

7. This instrument shall constitute acknowledgment by Tenant of notice of the existence of the Mortgage as a mortgage lien upon the Leased Premises and of the name and address of Lender as mortgagee. Upon assignment by Lender of its interest as mortgagee under the Mortgage, all rights of Lender shall immediately inure to its assignee.

8. In the event Tenant shall send any notice of default pursuant to or in connection with the Lease, Tenant shall simultaneously send a copy of said notice to Lender by certified mail, return receipt requested, addressed to Lender, or such other address as Lender may notify Tenant in writing. Tenant agrees that Lender shall have the same period of time provided to Landlord under the Lease to cure such default provided that if the circumstances so warrant said cure period shall be extended up to a maximum of thirty (30) additional days, provided Lender promptly undertakes such performance and prosecutes the same to its conclusion within such additional 30-day period, during which period Tenant shall not exercise any remedies available to it under the Lease (including, without limitation, any right of termination; provided, however, that Tenant shall not be precluded from exercising prior to the expiration of such cure period, any self-help rights granted to Tenant under the Lease and Tenant's right of offset with respect to any such self-help). Notwithstanding the foregoing, it is expressly agreed that, although Lender shall have the right under this Agreement to cure Landlord's defaults under the Lease, nothing herein shall be construed as requiring or obligating Lender to cure Landlord's defaults.

9. At any time, and from time to time, Lender may elect by written notice to Tenant to subordinate the Mortgage to the Lease, in which event, neither a foreclosure of the lien of the Mortgage, entry by Lender, nor any other action by Lender with respect to the Mortgage will affect the continued existence of the Lease or the rights and obligations of the Tenant thereunder. This election may be changed from time to time so that at all times, the Lease will be subordinate to the Mortgage, subject to the terms of this Agreement, or the Mortgage subordinate to the Lease, as elected by Lender.

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10. All notices or other communications under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by nationally recognized overnight courier (e.g. Federal Express), and shall be deemed given when addressed to the parties at their addresses listed above (or such other addresses and the parties may provide to the other party in writing), on the second (3rd) business day after being deposited in the mail, if sent by registered or certified mail, or on the next business day after being deposited with an overnight courier.

11. The individuals executing this Agreement hereby represent and warrant that they are empowered and duly authorized to so execute this Agreement on behalf of the parties and entities they represent. This instrument shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

[signature pages follow]

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**LENDER:**

**THE CHICAGO COMMUNITY LOAN FUND**, an Illinois not-for-profit corporation

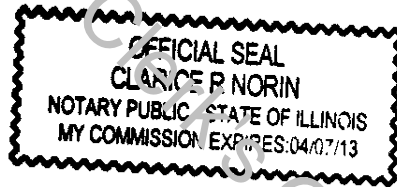
By: *Dana K. Peterson*  
Name: Dana K. Peterson  
Its: Chief Operating Officer

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Dana K. Peterson, as Chief Operating Officer of The Chicago Community Loan Fund, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of MARCH, 2013.

*Clarice R. Norin*  
Notary Public  
(SEAL)



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**TENANT:**

**O.H. & R SPECIAL STEELS COMPANY**, a Delaware corporation

By: Melissa C Auck  
Name: Melissa C. Auck  
Its: Mgr-Business Econ + Admin SVCS

STATE OF Ohio )  
 ) SS.  
COUNTY OF Franklin )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Melissa C Auck, as Mgr-Business Econ + Admin SVCS of O.H. & R Special Steels Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 12 day of March, 2013.



**ASHLEY MYERS**  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
January 10, 2017

Ashley Myers  
Notary Public  
(SEAL)







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## EXHIBIT A

### LEGAL DESCRIPTION

**Parcel I:**

That part of the Northwest quarter of Section 11, Township 37 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:

Beginning at a point on the Easterly line of Cottage Grove Avenue as now laid out which is 853.37 feet Southerly as measured along the Easterly line of Cottage Grove Avenue from its intersection with the South line of East 95th Street; thence continuing Southwesterly along the Easterly line of Cottage Grove Avenue 246.63 feet; thence East parallel with the South line of East 95th Street 380.33 feet; thence Northwesterly along a curved line convex to the Southwest, radius 296.94 feet a distance of 171.97 feet; thence Northwesterly tangent to the aforesaid curved line 10.21 feet to a point on a line 300 feet East of the Easterly line of Cottage Grove Avenue as measured along the South line of East 95th Street which is 923.37 feet Southwesterly from the South line of said East 95th Street; thence Northwesterly 69.09 feet to a point on a line parallel with the South line of East 95th Street which is 853.37 feet Southwesterly from the South line thereof and 280 feet East of the Easterly line of Cottage Grove Avenue; thence West 280 feet to the point of beginning, all in Cook County, Illinois.

**Parcel II:**

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, described as follows: Commencing at a point on the South line of 95th Street, 700 feet East of the Easterly line of Cottage Grove Avenue; thence Southwesterly on a line parallel with Cottage Grove Avenue, a distance of 590.55 feet; thence East on a line parallel with 95th Street a distance of 463.19 feet more or less to a point on a line parallel with the West line of said Section 11; thence North on a said parallel line a distance of 580 feet more or less to the South line of 95th Street; thence West on the South line of 95th Street, a distance of 350.00 feet to the point of beginning, EXCEPTING therefrom the portion of the land conveyed by deed recorded as document no. 88455483 conveying a portion of the property to Public Storage, Inc., described as follows: That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, beginning at a point on the South line of 95th Street, 727.00 feet East of the Easterly line of Cottage Grove Avenue; thence on an assumed bearing of South 00 degrees 00 minutes 00 seconds East parallel with the West line of said Section 11, 580.00 feet; thence South 89 degrees 48 minutes 14 seconds East along a line parallel with the South line of 95th Street, 323.00 feet to a point on a line parallel with the West line of said Section 11; thence North 00 degrees 00 minutes 00 seconds East along a line parallel with the West line of said Section 11, 580.00 feet to the South line of 95th Street; thence North 89 degrees 48 minutes 14 seconds West along the South line of 95th Street, 323.00 feet to the point of beginning, in Cook County, Illinois.

**Parcel III:**

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Beginning at the point of intersection of a line parallel with and 1100 feet South (measured along the East line of Cottage Grove Avenue, as said avenue is shown on the plat of dedication recorded May 29, 1907, in Book 95 of plats, page 39) of the South line of East 95th Street with the said East line of Cottage Grove Avenue, running thence Southwesterly along the East line of said Cottage Grove Avenue, 20 feet; thence East on a line parallel with the South line of East 95th Street, 275 feet; thence Northeasterly on a line parallel with the East line of Cottage Grove Avenue, 20 feet and thence West along a line parallel with the South line of East 95th Street, 275 feet to the point of

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beginning, in Cook County, Illinois.

**Parcel IV:**

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point on a line 1100 feet South of and parallel with the South line of East 95th Street and 275 feet East of the East line of Cottage Grove Avenue (said 1100 feet being measured along a line parallel with the East line of Cottage Grove Avenue, as shown on the plat of dedication recorded May 29, 1970, in Book 95 of plats, page 39); thence East on said line 105.33 feet to an intersection with the curved line convex to the Southwest with a radius of 296.94 feet, which is described in the Warranty Deed from Clearing Industrial District, Inc. to Guardite Corporation, dated October 20, 1949 and recorded in the Recorder's Office of Cook County, Illinois as document no. 14658448; thence Southeasterly along said curved line a distance of 23.80 feet to an intersection with a line 1120 feet South of and parallel with the South line of East 95th Street, said 1120 feet being measured along a line parallel with the East line of Cottage Grove Avenue; thence West along said intersecting line to a point 275 feet East of the East line of Cottage Grove Avenue, and thence Northerly 20 feet to the point of beginning, in Cook County, Illinois.

**Parcel V:**

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, described as follows: Commencing at a point on a line 1200 feet South of and parallel with the South line of East 95th Street, and 500.18 feet East of the East line of Cottage Grove Avenue (said 1200 feet being measured along a line parallel with the East line of Cottage Grove Avenue and from the point of intersection of the South line of East 95th Street with the East line of Cottage Grove Avenue, as shown on the plat of dedication recorded May 29, 1907, in Book 95 of plats, page 39); thence Northwesterly along a curved line convex to the Southwest and having a radius of 296.94 feet a distance of 52.97 feet to the Point of beginning of the tract of land herewith described; thence continuing along said curve a distance of 65.47 feet to the point of intersection with a line 1120 feet South of and parallel with the South line of East 95th Street as measured along the East line of Cottage Grove Avenue; thence West along said parallel line a distance of 122.58 feet to a point 275 feet East of the East line of Cottage Grove Avenue; thence Southeasterly 173.795 feet to the said described point of beginning, all in Cook County, Illinois.

**Parcel VI:**

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point in the Southerly line of 95th Street, 450 feet (measured along said Southerly line of 95th Street) Easterly of the intersection of the Easterly line of Cottage Grove Avenue (as said avenue is shown on the plat of dedication recorded May 29, 1907 in Book 95 of plats, page 39) with the Southerly line of 95th Street; thence Easterly along the Southerly line of 95th Street, 50 feet; thence Southerly along a line parallel with Cottage Grove, 800 feet; thence Easterly along a line parallel with the Southerly line of 95th Street, 200 feet; thence Southerly along a line parallel with Cottage Grove Avenue, 400 feet; thence Westerly along a line parallel with the Southerly line of 95th Street, 150.00 feet; thence Northwesterly on a line making an angle of 129 degrees 53 minutes measured from East to West with the last described course; approximately 127.42 feet to the point 1100 feet South of the South side of 95th Street (measured on a line parallel to the East side of Cottage Grove Avenue) and 450 feet East of said line of (as measured along a line parallel to the East side of Cottage Grove Avenue); thence Northeasterly on said parallel line 1100 feet to the point of

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beginning, in Cook County, Illinois.

**Parcel VII:**

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point of intersection of the South line of East 95th Street, with the East line of Cottage Grove Avenue (as said avenue is shown on the plat of dedication recorded May 29, 1907 in Book 95 of plats, page 39) running thence Southwesterly along the East line of said Cottage Grove Avenue, 213.26 feet; thence East along a line parallel with said South line of East 95th Street, a distance of 320.36 feet to the East line of a railroad right of way; thence Southwesterly along the East line of said right of way, which is parallel with the aforesaid East line of Cottage Grove, 711.53 feet to an intersection with a curved line convex to the Southwest; thence Southeasterly along said curved line with a radius of 278.94 feet, a distance of 338.43 feet to an intersection with a line parallel with the South line of East 95th Street and 1200 feet Southwesterly of the intersection of the South line of East 95th Street with the East line of Cottage Grove Avenue, said 1200 feet being measured on the East line of Cottage Grove Avenue and said point of intersection of said curved line being 539.82 feet East of the East line of Cottage Grove Avenue; thence East along said line 10.18 feet; thence Northwesterly 127.42 feet to a point of intersection of a line 1100 feet South of the South line of East 95th Street as measured on a line 450 feet East of and parallel with the East line of Cottage Grove Avenue, said 450 feet being measured on the South line of East 95th Street, and on a line parallel thereto; thence Northeasterly along said line which is 450 feet East of and parallel to the East line of Cottage Grove Avenue for a distance of 1100 feet to the South line of East 95th Street; thence West along said line 450 feet to the point of beginning, in Cook County, Illinois.

**Parcel VIII:**

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point on the Easterly line of Cottage Grove Avenue as now laid out which is 213.26 feet Southerly from its intersection with the South line of 95th Street (as measured along the Easterly line of Cottage Grove Avenue); thence continuing Southwesterly along the Easterly line of Cottage Grove Avenue 101.82 feet; thence East parallel with the South line of East 95th Street, 300 feet; thence Northeasterly parallel with the Easterly line of Cottage Grove Avenue, 101.82 feet; thence West 300 feet to the point of beginning; together with a triangular parcel of land South of and adjoining the above described premises, described by beginning at a point 288 feet East of the Southwest corner thereof; thence East 12 feet to the Southeast corner of said tract; thence Southwesterly a continuation of the Easterly line of said thereof, 90 feet; thence Northerly 88.53 feet to the point of beginning, in Cook County, Illinois.

**Parcel IX:**

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point on the Easterly line of Cottage Grove Avenue (as said avenue is shown on the plat of dedication recorded May 29, 1907 in Book 95 of plats, page 39) which is 315.08 feet Southerly from its intersection with the South line of East 95th Street (as measured along the Easterly line of Cottage Grove Avenue); thence continuing Southwesterly along the Easterly line of Cottage Grove Avenue, 101.82 feet; thence East parallel with the South line of East 95th Street, 300 feet; thence Northeasterly parallel with the Easterly line of Cottage Grove Avenue, 11.82 feet; thence Northeasterly 88.53 feet to a point on a line parallel with the South line of East 95th Street drawn through the point of beginning; thence West along said line, 288 feet to

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the point of beginning, together with a triangular parcel of land South of and adjoining the above described by beginning at a point 288 feet East of the Southwest corner thereof; thence East 12 feet to the Southeast corner of said tract; thence Southwesterly on a continuation of the Easterly line thereof, 90 feet; thence Northerly 88.53 feet to the point of beginning, in Cook County, Illinois.

**Parcel X:**

A parcel of land in the Northwest quarter of Section 11, being that part of the Southerly 293.64 feet of the Northerly 506.90 feet lying South of the South line of East 95th Street of a 20 foot strip of land East of and adjoining a line 300 feet (measured along a line parallel to the South line of 95th Street) East of the East line of Cottage Grove Avenue, as dedicated by plat recorded May 29, 1907, in Book 95 of plats, page 39, said Northerly and Southerly measurements being made on the line parallel with and 300 feet East of the East line of Cottage Grove Avenue, and said 20 foot width of said strip being measured at right angles to the West line of said strip, all in Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel XI:**

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian bounded and described as follows: Beginning at a point in the Southerly line of 95th Street, 500 feet (measured along said Southerly line of 95th Street) Easterly of the intersection of the Easterly line of Cottage Grove Avenue (as said avenue is shown on the plat of dedication recorded May 29, 1907, in Book 95, of plats, page 39) with said Southerly line of 95th Street; thence Easterly along the Southerly line of 95th Street 200 feet; thence Southerly along a line parallel with Cottage Grove Avenue, 800 feet; thence Westerly along a line parallel with the Southerly line of 95th Street, 200 feet; thence Northerly along a line parallel to the East line of said Cottage Grove Avenue, 800 feet to the point of beginning, in Cook County, Illinois.

**Parcel XII:**

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, described as follows: Commencing at a point in the South line of 95th Street 700 feet East of the Easterly line of Cottage Grove Avenue; thence Southwesterly on a line parallel with Cottage Grove Avenue, a distance of 590.55 feet to the point of beginning; thence continuing Southwesterly on said parallel line with Cottage Grove Avenue, a distance of 609.45 feet; thence East on a line parallel with 95th Street, a distance of 630 feet, more or less, to a point on a line parallel with the West line of said Section 11; thence North on said parallel line a distance of 1178.55 feet, more or less, to a point in the South line of 95th Street; said point being 1100 feet East of the Easterly line of Cottage Grove Avenue; thence West on the South line of 95th Street a distance of 50 feet; thence South on a line parallel with the West line of said Section 11 a distance of 580 feet, more or less, to a point on a line parallel with 95th Street; thence West on said parallel line, a distance of 463.19 feet, more or less to the point of beginning, EXCEPTING therefrom that part lying East of a 20 foot strip of land in the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, 10 feet on either side of the following described line: Commencing at a point on the South line of 95th Street, 700 feet East of the Easterly line of Cottage Grove Avenue; thence Southwesterly on a line parallel with Cottage Grove Avenue, a distance of 590.55 feet to a point which is 580 feet South of the South line of 95th Street; thence East on a line 580 feet South of and parallel with the South line of 95th Street a distance of 128.62 feet to the point of beginning and the center line of an existing railroad spur track; thence

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Southeasterly on a straight line forming an angle of 89 degrees 48 minutes (in the second quadrant) with the last described a line a distance of 44 feet to a point of curve; thence continuing Southeasterly on a curved line convex to the Southwest and having a radius of 4452.51 feet an arch distance of 259 feet to a point of compound curve; thence continuing Southeasterly on a curved line convex to the Southwest and having a radius of 347.13 feet an arc distance of 382.09 feet to the point of termination; said point intersecting a line 1178.55 feet South of and parallel with the South line of East 95th Street, being 169.40 feet West of the Southwest corner of Cottage Grove Heights Addition, being a subdivision of part of the North half of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, recorded as document no. 9059581, in Cook County, Illinois.

## Parcel XIII:

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point in the South line of East 95th Street, 1050 feet East of the Easterly line of South Cottage Grove Avenue; thence South along a line parallel with the West line of said Section 11, a distance of 580 feet more or less to a point on a line parallel with 95th Street; thence West on said parallel line a distance of 334.91 feet more or less to a point, said point being 10 feet East of the center line of an existing railroad spur track; thence Southeasterly on a straight line forming an angle of 89 degrees 48 minutes with the East described line, a distance of 44.00 feet to a point of curve; thence continuing Southeasterly on a curved line, convex to the Southwest and having a radius of 4442.51 feet, an arc distance of 259.00 feet to a point of compound curve; thence continuing Southeasterly on a curved line, convex to the Southwest and having a radius of 347.13 feet, an arc distance of 382.07 feet to a point, said point of intersection being a line 1178.55 feet South of and parallel with the South line of East 95th Street; thence East along said parallel line, a distance of 169.40 feet, more or less to a point on a line parallel with the West line of said Section 11; thence North on said parallel line a distance of 1178.55 feet more or less to a point in the South line of East 95th Street; thence West on said South line of East 95th Street, a distance of 50 feet to the point of beginning, in Cook County, Illinois.

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Common Addresses: 9633 South Cottage Grove Avenue, Chicago, Illinois 60628  
9501 South Cottage Grove Avenue, Chicago, Illinois 60628  
901 East 95th Street, Chicago, Illinois 60628  
933 East 95th Street, Chicago, Illinois 60628  
935 East 95th Street, Chicago, Illinois 60628  
9643 South Cottage Grove, Chicago, Illinois 60628  
9645 South Cottage Grove, Chicago, Illinois 60628  
9639 South Cottage Grove, Chicago, Illinois 60628  
861 East 95th Street, Chicago, Illinois 60628  
949 East 95th Street, Chicago, Illinois 60628  
9659 South Ellis Avenue, Chicago, Illinois 60628

PINs: 25-11-100-022-0000  
25-11-100-045-0000  
25-11-100-026-0000  
25-11-100-028-0000  
25-11-100-038-0000  
25-11-100-031-0000  
25-11-100-035-0000  
25-11-100-030-0000  
25-11-100-043-0000  
25-11-100-042-0000

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