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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/20/2014 03:38 PM Pg: 1 of 13

RESTAURANT LEASE

THIS marina LEASE ("Lease"), dated February 27, 2014 between Nosmo Kings, LLC., a Illinois limited liability company ("Landlord") Wasfi Tolaymat and Ernest Lee Baker married individuals in Illinois ("Tenant").

WITNESSETH:

Landlord leases to Tenant and Tenant leases from Landlord certain space in the RESTAURANT building, the address of which is 13100 S. Halsted St., Riverdale, IL 60827 (the "Building"), the premises being leased known as RESTAURANT Building and more particularly identified on the floor plan attached hereto as Exhibit "A" (the "Premises"), subject always to the terms and condition hereof, to wit:

1. **Term.** The Lease Term ("Term") shall commence on the "Lease Commencement Date" set forth as February 28, 2014, for a term of forty years (40) years and expire at 12:00 o'clock noon on the "Lease Expiration Date", unless terminated earlier as provided in this Lease. Landlord shall not be in breach of this Lease nor be liable to Tenant for delay in delivery of possession of the Premises to Tenant resulting from delay in completion of construction of or alterations to the Premises which Landlord is obligated to complete under this Lease. If Landlord cannot deliver possession of the Premises on the Lease Commencement Date the Landlord may delay the Lease Commencement Date until the date on which Landlord can deliver possession and shall provide Tenant with written notice of any delayed Lease Commencement Date. The date set forth in such notice as the delayed commencement date shall be deemed the Lease Commencement Date and the Lease Expiration Date shall be correspondingly extended by the period of delay. On request of Landlord, Tenant shall countersign Landlord's notice to confirm the delayed commencement date as the Lease Commencement Date, as set forth in Landlord's notice, provided however, that Tenant's failure to countersign such notice shall not impair Landlord's designation of the Lease Commencement Date. Tenant shall not have any right to enter the Premises prior to the Lease Commencement Date. At the expiration of the Term or upon earlier termination of this Lease, Tenant shall vacate and return the Premises to Landlord broom clean and in the same condition as when possession was delivered to Tenant, ordinary wear and tear only excepted.

2. **Use.** The Premises shall be used for the purpose set forth on the Schedule of Basic Lease Terms and for no other purpose. Tenant shall not use or permit the use of the Premises for any purpose which is illegal or which creates a nuisance or disturbs any other tenant of the Building or violates any law or regulation or is dangerous to the Premises or the Building or other tenants of the Building or which will cause any increase in the premium cost for any insurance Landlord may then carry with respect to the Building. Any increase in insurance premium costs incurred by Landlord and caused by Tenant shall be payable on demand by notice from Landlord to Tenant and shall be deemed additional rent due under this Lease, provided however, that demand, payment and acceptance of any such payment by Landlord shall not be deemed a consent by Landlord to any such use of the Premises which results in such increased insurance premium cost nor be deemed a waiver of or to cure the default of Tenant under this Lease by reason of such non-permitted use. Tenant shall obtain and maintain in force and effect during the Term of this Lease, and pay for when due, all occupation and other licenses required for its occupancy of the Premises and legal operation of its business.

3. **Rent.**

- (a) Tenant agrees to pay Landlord the Fixed Minimum Rent of One (\$ 1) Dollar per month for the entire term.
- (b) Tenant shall have the right to renew this lease at the market rate for an additional term of Two (2)-Five (5) Years with written notice to Landlord of at least 180 days notice prior to the expiration date of the original term expiration such option to be at a 2% increase from the previous year and 2% every year thereafter..

(c) Tenant agrees to pay all operating expenses relating to the operation of a RESTAURANT including Real Estate Taxes and Insurance and all maintenance of the parking lot and the facility including septic.
Tenant agrees to secure a new liquor licenses in the tenants name within 360 days.

4. **Signage** All Signage must be approved in writing by landlord.

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5. **Care and Alteration of the Premises.** Tenant shall, at its expense, keep the Premises in good, clean and sanitary and tenantable condition and repair, making all needed repairs promptly, and shall be financially responsible for the maintenance of all plumbing and other fixtures in the Premises. Tenant shall not commit or permit any waste of or to the Premises. Tenant shall promptly repair any damage done to Premises and/or to the Building and/or its related property and facilities, or any part thereof, including replacement of damaged portions or items, caused by Tenant or Tenant's agents, employees, invitees, licensees, contractors, or visitors. All such work done and repairs made by Tenant shall be effected in compliance with all applicable laws and Landlord's requirements, including but not limited to Landlord's requirements for insurance and other requirements as set forth below in this section for alterations to the Premises. If Tenant fails to make such repairs or replacements promptly, Landlord may, at its option, make the repairs or replacements, and Tenant shall pay the cost thereof to the Landlord within ten (10) days of Landlord's demand therefor, provided however, that any repairs to the Building outside the Premises, shall, in Landlord's discretion, be made by Landlord at Tenant's cost and expense. Tenant shall not make or allow to be made any alterations to, of or on the Premises, except with the prior written consent of Landlord and in compliance with Landlord's requirements, which shall include, by way of example and not limitation, Landlord's insurance requirements, Landlord's approval of all contractors, Landlord's approval of all architectural and building plans, Tenant obtaining all required building permits, certificates of completion and certificates of occupancy for the Premises and providing to Landlord mechanic and materialmen lien waivers, releases and affidavits of payment satisfactory to Landlord from all contractors and materialmen, Tenant's compliance with (and providing to Landlord evidence thereof satisfactory to Landlord) applicable laws and ordinances, Tenant's compliance with (and providing to Landlord evidence thereof satisfactory to Landlord) any applicable collective bargaining agreements or other union contracts applicable to Tenant, Landlord or the Building, the termination of record of any and all notices of commencement, and the conduct of construction activities only during the times and in the manner designated or approved by Landlord. Compliance by Tenant with all of the foregoing shall be at the sole cost and expense of Tenant. Any and all alterations to the Premises shall become the property of Landlord upon expiration or earlier termination of this Lease (except for movable equipment or furniture owned by Tenant). Landlord may, nonetheless, require Tenant to remove, at Tenant's cost and expense, any and all fixtures, equipment and other improvements installed on the Premises. If Tenant fails to do so, Landlord may remove the same and Tenant agrees to pay Landlord, on demand, the cost of such removal and the cost of making repairs to the Premises caused by such removal. Tenant shall not use or permit the use of the Premises for the generation, storage, treatment, use, transportation or disposal of any chemical, material or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited, or regulated by any federal, state, county, regional, local or other governmental authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Premises or other tenants and occupants of the Building or adjacent property. In the event of any use in violation of this provision Tenant will promptly remove, or cause to be removed, such material at its own cost and expense, and will defend, indemnify and hold Landlord, Landlord's property management agent and their respective affiliated parties and entities harmless from and against any and all loss, expense, damage and liability, including attorney fees, Landlord suffers and/or incurs as a result of or related to the violation. Tenant's liability for such indemnification shall survive any cancellation or termination of this Lease, the expiration of this Lease, and transfer or termination of Landlord's interest in the Building.

6. **Parking.** Tenant has the use of the parking lot on the east side of the RESTAURANT Building. Tenant must be responsible for its maintenance and upkeep.

7. **Laws and Regulations.** Tenant agrees to timely comply with all (a) applicable laws, ordinances, rules and regulations of each governmental authority having jurisdiction of the Premises and Tenant's use thereof, (b) the Building Rules and Regulations, and (c) such other rules as are established from time to time by Landlord for and with respect to the operation of the Building, the Land and the facilities serving them.

8. **Entry by Landlord.** Landlord may enter into and upon any part of the Premises at all reasonable hours and on reasonable notice (and, in emergencies, at all times and by any and all means and without the requirement for notice) to inspect the condition, occupancy or use thereof, or to show the Premises to prospective purchasers, mortgagees, ground lessors, prospective tenants and insurers and others, or to clean or make repairs, alterations or additions thereto, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof, nor shall any such entry be deemed a constructive eviction by Landlord. Tenant will ensure that Landlord will at all times have a key or equivalent (which Tenant shall deliver to Landlord promptly upon changing any key or coding) with which to unlock all of the doors in, on or about, and which provide access to, the Premises.

9. **Assignment and Subletting.** Tenant shall not assign, sublease, license, transfer, pledge, or encumber this Lease, the Premises or any interest therein without Landlord's prior written consent. For purposes hereof, if Tenant is an entity, the assignment, transfer, pledge or encumbrance of all or a controlling interest in Tenant, whether in one or more transactions, shall be deemed an assignment, transfer, pledge or encumbrance of this Lease. Any attempted assignment, sublease, license or other transfer, pledge or encumbrance by Tenant in violation of the terms of this section shall be void ab initio. Should Tenant desire to sublet or

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license the Premises (or any portion thereof) or assign this Lease, Tenant shall notify Landlord in writing and furnish to Landlord the name and address of the proposed subtenant, licensee or assignee, as applicable, together with a narrative of the business in which the proposed subtenant, licensee or assignee, as applicable is engaged, financial statements and tax returns of the proposed subtenant, licensee or assignee for the immediately prior three (3) years and the proposed agreement of sublease, license or assignment. Within ten (10) business days of the furnishing of such notice and other items Landlord shall either approve or deny the request. Landlord's failure to timely approve or deny any such request shall be deemed a denial thereof. Landlord has no obligation to approve any requested sublease, license or assignment or other transfer or encumbrance and may deny same in Landlord's sole discretion. If the Landlord approves a sublease, license or assignment request it shall be on such terms as Landlord shall require and the Tenant and applicable subtenant, licensee or assignee shall execute such acknowledgement, assumption, subordination, attornment and/or other documents as Landlord may require. Landlord shall be entitled to all consideration in excess of the rent and additional rent due hereunder paid or payable by any assignee, subtenants and licensees to the Tenant for and in respect of the assignment or sublet or license, and no assignment, sublet or license shall relieve Tenant of any obligation under this Lease. Landlord's consent to a particular assignment, subletting, license, transfer, pledge or encumbrance shall not eliminate the necessity for Landlord's consent to any future assignment, sublet, license, transfer, pledge or encumbrance, Landlord retaining the right to consent or deny consent to each and every one of same.

10. Mechanics' Liens. The Landlord's interest in the Premises is not and shall not be subject to liens for improvements made by Tenant. Tenant agrees to notify every person making improvements to the Premises of the provisions of this Section, and Tenant's failure to do so shall be a default by Tenant under this Lease. Tenant will not permit any mechanic's lien or materialman's lien to be filed against the Premises or the Building. In the event any such lien is filed or claimed against the Premises or Building because of work done for or materials furnished to or for the benefit of Tenant, then Tenant shall promptly cause same to be discharged. Landlord has the right, but not the obligation, to discharge any such lien. Any amount paid by Landlord for such purpose and Landlord's related attorneys' fees shall be paid by Tenant to Landlord upon demand and shall accrue interest from the date paid by Landlord until Landlord is reimbursed therefor at the Default Rate. At Landlord's request Tenant shall execute or join in a recordable notice or memorandum containing or summarizing these provisions in order to protect Landlord's estate against such liens.

11. Indemnity; Insurance. Tenant shall defend, indemnify and hold Landlord and Landlord's property management agent and their respective affiliated parties and persons harmless from and against all claims for bodily injury, personal injury and property damage occurring in or about the Premises and in or about the Building or arising from Tenant's use or occupancy thereof or occasioned in whole or in part by any act or omission of Tenant, its agents, contractors, invitees, licensees and employees, and such defense, indemnity and hold harmless obligation of Tenant shall survive the expiration or earlier termination of this Lease. Tenant shall, throughout the Term of this Lease, maintain a policy or policies of primary commercial general liability insurance satisfactory in all respects to Landlord, and casualty and extended coverage insurance insuring the full replacement value of all Tenant's fixtures and personal property. All policies shall name Landlord and Landlord's property management agent and their respective affiliated parties and persons as additional insureds, with the premiums thereon fully paid by Tenant on or before their due date and shall be issued by an insurance company or companies licensed and authorized to issue such policies in Illinois whose size and financial ratings and claims paying ratings shall be reasonably satisfactory to Landlord. The liability insurance policy shall afford minimum protection of not less than \$2,000,000 combined single limit coverage for bodily injury, personal injury, property damage and combination thereof. Tenant shall also maintain in full force and effect (a) Worker's Compensation coverage in the amounts required by law and (b) if Tenant operates, owned, hired or non-owned motor vehicles in or about the Building and its related or supplemental facilities, comprehensive motor vehicle insurance of not less than \$500,000 combined bodily injury and property damage coverage. Prior to its occupancy of the Premises and from time to time thereafter as requested by Landlord, but no less often than annually, Tenant shall furnish to Landlord duplicate originals of such policies and endorsements reflecting the required coverage and certificates of the insurers providing the insurance required hereby certifying that such coverages are in full force and effect and that all premiums therefor have been paid and providing that the policies shall not be terminated, nor coverage reduced, modified, or not renewed, without 30 days prior written notice to Landlord and Landlord's property management agent. All such policies shall be written as primary policies, not limited to contributing coverage or providing only excess coverage and shall be written on an "occurrence basis". Tenant shall provide prompt written, reasonably detailed, notice to Landlord of any personal injury or property damage occurring on or about the Premises or the Building.

12. Waiver of Subrogation. Tenant waives any and all rights of recovery, claim, action, or cause of action, against the Landlord, Landlord's property management agent and their respective affiliated parties and persons, for any loss or damage that may occur to the Premises or any personal property therein, by reason of fire, the elements, or any other causes, regardless of cause or origin, including negligence of the Landlord, Landlord's property management agent or their respective affiliated parties or persons, the Tenant agreeing to look to other sources, including Tenant's own insurance, for recovery thereof. Tenant will make reasonable business efforts to obtain from Tenant's insurers, and provide to Landlord and to Landlord's property management agent, a waiver of

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subrogation endorsement on its insurance policies waiving rights of subrogation by such insurance companies against Landlord, Landlord's property management agent and their respective affiliated parties and persons.

13. Casualty Damage. If the Premises or any part thereof is damaged by fire or other casualty, Tenant shall give prompt written, reasonably detailed, notice thereof to Landlord. If the Building shall be so damaged that substantial alteration or reconstruction of the Building shall, in Landlord's sole opinion, be required (whether or not the Premises shall have been damaged by such casualty) or in the event any mortgagee or ground lessor of Landlord should require that the insurance proceeds payable as a result of a casualty be applied to the payment of the mortgage debt, or sums due under a ground lease, or in the event of any material uninsured loss to the Building, or in the event a ground lessor shall terminate such ground lease, Landlord may, at its option, terminate this Lease by notifying Tenant in writing of such termination within ninety (90) days after the later of the date of such damage or the date Landlord is so notified by the mortgagee or ground lessor and the Term of this Lease shall expire as of the date set forth in such notice and Tenant shall forthwith surrender and vacate the Premises, provided however, that such termination shall be without prejudice to Landlord's rights and remedies against Tenant under this Lease with respect to all obligations of Tenant accrued prior to such termination. If Landlord does not elect to terminate this Lease, Landlord shall commence and proceed with reasonable diligence to restore the Building to substantially the same condition in which it was immediately prior to the happening of the casualty. If the Landlord commences repairs but is unable to complete repairs and provide possession of the Premises to Tenant within 120 days after the casualty, Tenant may, between the 121st day and the 150th day following the day of the casualty ("Tenant's casualty termination option period") elect to terminate this Lease by delivering written notice of Tenant's election to terminate to Landlord within the Tenant's casualty termination option period, failing which Tenant shall be deemed to waive such termination right. When the Building has been restored by Landlord (including, if applicable, the work done by Landlord in the Premises, if originally done at Landlord's cost as "Landlord's Work" under the Work Letter attached hereto as Exhibit "B", provided that Landlord shall not be required to rebuild the Premises to greater than a Building standard build out or to construct a build out for which Tenant was originally responsible except to the extent proceeds from Tenant's insurance are provided to Landlord for such purpose), Tenant shall complete the restoration of the Premises and the replacement of Tenant's furniture and equipment. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof or any delay, except that, subject to the provisions of the next sentence, Landlord shall allow Tenant (provided, and to the extent, Tenant does not have rent insurance) an equitable abatement of rent during the time and to the extent the Premises are untenable. If the Premises or any other portion of the Building shall be damaged by fire or other casualty resulting from the fault or negligence of Tenant or any of Tenant's agents, officers, employees, contractors, licensees, or invitees, the rent and additional rent shall not be diminished during the repair of such damage and Tenant shall be fully liable to Landlord for and shall pay and defend, indemnify and hold Landlord harmless from and against, the cost of the repair and restoration of the Premises and the Building and the loss of revenue suffered by Landlord.

14. Condemnation. If the whole or any material portion of the Building or the Premises should be taken for any public or quasi-public use, by right of eminent domain or otherwise, or if it should be sold or conveyed in lieu of condemnation, then this Lease shall terminate as of the date when physical possession of the Building or the Premises is taken by the condemning authority, without prejudice however, to all rights and remedies of Landlord against Tenant with respect to all obligations of Tenant accrued under this Lease prior to such termination. If less than a material portion of the Building or of the Premises is thus taken or sold, Landlord (whether or not the Premises are affected thereby) may terminate this Lease by giving written notice thereof to Tenant, in which event this Lease shall terminate as of the date when physical possession of such portion of the Building or Premises is taken by the condemning authority, without prejudice however, to all rights and remedies of Landlord against Tenant with respect to all obligations of Tenant under this Lease accrued prior to such termination. If this Lease is not so terminated upon any such taking or sale or conveyance in lieu, the rent shall be abated by an equitable amount to the extent of any taking or conveyance of any portion of the Premises, and Landlord shall, to the extent Landlord deems feasible, restore the Building and the Premises to substantially their former condition, but such work shall not exceed the scope of the work done in originally constructing the Building, including the Landlord's Work (if any) required to be done in the Premises by the Work Letter, provided however that Landlord shall not be required to expend for such work an amount in excess of the amount received by Landlord as compensation for such taking or transfer in lieu. All amounts awarded upon a taking or transfer in lieu thereof, of any part or all of the Building or the Premises shall belong to Landlord and Tenant shall not be entitled to, and expressly waives, any claim to such compensation. Tenant shall, however, to the extent applicable, be entitled to make a separate claim for its trade fixtures, personal property and relocation expenses.

15. Release from Liability for Damages Arising from Certain Causes. Neither Landlord nor Landlord's property management agent nor their respective affiliated parties and persons shall be liable to Tenant for, and Tenant hereby releases Landlord, Landlord's property management agent and their respective affiliated parties and persons from, and agrees to defend and indemnify them from and against, any and all liability (including claims based on the negligence of such released parties to the extent covered by insurance) for loss of or damage to property or injury to or death of any persons occurring in, on or about the Premises or

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the Building occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, terrorist action, court order, requisition, or order of governmental body or authority or by any other causes beyond the reasonable control of Landlord, and from liability for water, smoke, air quality or other damage and similar consequential damages to the Premises, persons in, on or about the Premises and to Tenant's personal property or fixtures, from any cause whatsoever.

16. Default; Remedies.

(a) It shall be a default by Tenant under this Lease if (i) Tenant, or any guarantor of Tenant's obligations under this Lease (a "Guarantor"), shall fail to pay any rent, additional rent or other sum of money within five (5) days after the same is due under this Lease; or (ii) Tenant shall fail to comply with or breach any other provision of this Lease or any other agreement between Landlord and Tenant, or a Guarantor shall fail to comply with any provision of such Guarantor's guaranty of this Lease (a "Guaranty"); or (iii) the leasehold hereunder demised shall be taken on execution or other process of law in any action against Tenant; or (iv) (intentionally omitted); or (v) Tenant shall become insolvent or unable to pay its debts as they become due, or Tenant notifies Landlord that it anticipates either condition; or (vi) Tenant files, or takes any action to, or notifies Landlord that Tenant intends to, file a petition or proceeding under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State or territory thereof; or a petition or proceeding shall be filed against Tenant under the Federal Bankruptcy Act or any such similar Federal or State law or statute or Tenant or any creditor of Tenant notifies Landlord that it knows such a petition or proceeding will be filed or Tenant notifies Landlord that it expects such a petition or proceeding to be filed; or (vii) a receiver or trustee shall be appointed for Tenant's leasehold interest in the Premises or for all or a substantial part of the assets of Tenant; or Tenant enters into or takes any steps to enter into any composition or arrangement with Tenant's creditors or makes or takes any steps to make an assignment of some or all of its assets to or for the benefit of its creditors; or (viii) Tenant or any Guarantor shall have provided to Landlord materially false or misleading financial or other information regarding Tenant and/or such Guarantor; or (ix) any other act or omission stated in this Lease to be a default or breach of or by Tenant shall occur or exist; or (ix) any circumstance referenced in clauses (v), (vi) or (vii) shall occur with respect to any Guarantor. No action taken by Landlord in response to a Tenant default such as making payments owed by Tenant or making repairs or taking other actions to ameliorate the consequences of a Tenant default or otherwise, shall operate to, or be deemed to cure or waive, any Tenant default or impair any remedy of Landlord on account of such Tenant default.

(b) Upon the happening of any of the events set forth in sub-section (a) above of this Section 17, Landlord may (i) cancel and terminate this Lease and dispossess Tenant; (ii) without terminating this Lease, terminate the possession of Tenant hereunder and declare all amounts and rents (including Landlord's estimate of future additional rent to come due under this Lease) due under this Lease for the remainder of the Term to be accelerated and immediately due and payable, discounted to the current value thereof as of the date of acceleration at a rate equal to the interest rate on U.S. Treasury securities having a maturity date approximating the number of months from the date of acceleration until the scheduled expiration of this Lease; (iii) without terminating this Lease, enter and repossess the Premises and relet the Premises for Tenant's account, holding Tenant liable in damages for all expenses incurred in any such reletting and for any difference between the amount of rent received from such reletting, and that due and payable under the terms of this Lease; (iv) declare all abated and/or deferred rent under this Lease, all unamortized costs of improvements made by the Landlord to the Premises, and any unamortized leasing commissions paid or payable by Landlord in connection with this Lease immediately due and payable; (v) enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease and Tenant agrees to reimburse Landlord on demand for all expenses which Landlord incurs in effecting compliance with Tenant's obligations under this Lease and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action.

(c) All such remedies of Landlord are cumulative and not exclusive, and in addition, Landlord may pursue any and all other remedies permitted by law and available in equity. Forbearance by Landlord to enforce one or more of the remedies herein provided upon a Tenant default shall not be deemed or construed to constitute a waiver of such default or any other or future default. Tenant waives any and all rights of redemption.

17. Peaceful Enjoyment. Tenant shall, and may peacefully have, hold and enjoy the Premises against all persons claiming by, through or under Landlord, subject to the terms hereof, provided that Tenant timely pays the rent, additional rent and other sums herein required to be paid by Tenant and timely performs all of Tenant's obligations, covenants and agreements herein contained.

18. Holding Over. In the event of holding over by Tenant, after the expiration or earlier termination of this Lease, without Landlord's written consent, Tenant shall pay rent equal to twice the applicable monthly base rent plus other sums due from

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time to time hereunder (including Tenant's Proportionate Share of increases in Operating Expenses and Taxes). Possession of the Premises by Tenant after the expiration or earlier termination of this Lease shall not be construed to extend the Term. Tenant shall be responsible for all damages suffered by Landlord on account of any such holding over.

19. Attornment; Subordination; Estoppel Certificates and Amendment. Tenant will, at the request of a purchaser, ground lessor or mortgagee of the Building and/or Land, from and after the acquisition of title or right to possession thereto by such purchaser, ground lessor or mortgagee, whether by foreclosure, deed in lieu thereof or otherwise (and additionally, with respect to a ground lessor or mortgagee, from and after a default by Landlord under any such ground lease or mortgage which, by its terms so provides), attorn to such foreclosure purchaser, ground lessor or mortgagee on the terms of this Lease for the balance of the Lease Term. This Lease is and shall be subject and subordinate to all mortgages and ground leases presently existing and hereafter arising or created affecting the Building and/or the Land, and to all renewals, refinancing, extensions, amendments, restatements, modifications and consolidations thereof and advances thereunder and replacements therefor. Notwithstanding the foregoing, any ground lessor or mortgagee may, at any time, subordinate its ground lease or mortgage to this Lease, without Tenant's consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such ground lease or mortgage, as applicable, without regard to their respective dates of execution and delivery, and in that event, such ground lessor or mortgagee, as applicable, shall have the same rights with respect to this Lease as though this Lease had been executed and delivered prior to the execution and delivery of, as applicable, the ground lease or mortgage. The foregoing subordination and attornment provisions are intended to be self-operative, without the necessity for execution and delivery of further instruments, provided however, that Tenant covenants and agrees to and shall, upon request of the Landlord or any applicable foreclosure purchaser, ground lessor or mortgagee, as the case may be, execute and deliver such instruments, in recordable form, as may be so requested by the Landlord or applicable foreclosure purchaser, ground lessor or mortgagee, to confirm or effect the subordination or priority of this Lease, as the case may be, and the attornment of Tenant to future landlords in accordance with terms of this section. Tenant waives the provisions of any statute or rule or law now or hereafter in effect which may give Tenant any right of election to terminate this Lease or surrender possession of the Premises in the event a superior lease is terminated or a superior mortgage is foreclosed. In the event of any default, act or omission of Landlord which would give Tenant the right to terminate this Lease or to claim a partial or total eviction pursuant to the terms of this Lease, Tenant will not exercise any such right until (i) it has given written notice of such default, act or omission to the holder of each superior lease and superior mortgage, and (ii) a reasonable period for remedying such default, act or omission shall have elapsed following the giving of such notice during which such parties, with reasonable diligence, have not commenced and continued to remedy such default, act or omission or to cause the same to be remedied, provided however, that if a superior lessor or superior mortgagee cannot reasonably remedy such default, act or omission until after obtaining possession of the Building, Tenant may not terminate or cancel this Lease or claim a partial or total eviction by reason of such default, act or omission until the expiration of a reasonable period for remedy after such superior lessor or superior mortgagee secures possession of the Building. No default, act or omission of Landlord shall give rise to any liability or claim in favor of Tenant as against any successor to the interests of Landlord under this Lease and any such successor shall not be liable to Tenant for any Tenant Security Deposit except to extent actually received by such successor. If, in connection with obtaining, continuing or renewing financing for which the Building and/or the Land, or any leasehold or any interest therein) represents collateral in whole or in part, an institutional or other lender shall request modifications of this Lease as a condition of such financing, Tenant will not withhold, delay or defer its consent thereto, and will, on request, timely execute and deliver all documents requested to be executed and delivered by Tenant to so modify this Lease, provided that such modifications do not increase the financial obligations of Tenant under this Lease or adversely affect, to a material degree, the leasehold interest created under this Lease. Tenant hereby appoints Landlord and each applicable foreclosure purchaser, ground lessor and mortgagee as attorney-in-fact for Tenant with full power and authority to execute and deliver in the name of Tenant any instrument or instruments Tenant is required to execute and deliver pursuant to this Section to implement, confirm or acknowledge the provisions of this Section, and such power, being coupled with an interest, is irrevocable. Tenant agrees that it will, from time to time, within ten (10) days of request by Landlord, execute and deliver to Landlord and/or to such other persons as Landlord shall direct, a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, certifying that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating and referencing such other matters as Landlord shall reasonably require, it being intended that any such statement delivered pursuant hereto may be relied upon by Landlord and other persons designated by Landlord. Tenant will, from time to time, within ten (10) days after request by Landlord, enter into such amendments of this Lease as may be reasonably required by a lender to Landlord.

20. Attorneys' Fees. Tenant agrees that Tenant will pay, in addition to the rent, additional rent and other sums agreed to be paid hereunder, all collection and court costs incurred by Landlord and Landlord's attorneys' fees incurred in the enforcement and/or defense of Landlord's rights and remedies under this Lease, including all such attorneys fees and costs incurred before the commencement of and during litigation, pre-trial, at trial, on all appeals, in bankruptcy or other insolvency proceedings and otherwise.

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21. **No Waiver.** The failure of Landlord to insist, at any time, upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Lease shall not be construed as a waiver or a relinquishment thereof for the future. No payment by Tenant or receipt by Landlord of a lesser amount than due under this Lease shall be deemed to be other than on account of the earliest rent or other sum due hereunder, nor shall any endorsement or statement on any check or other payment or any letter accompanying any check or other payment tendered as rent or additional rent or on account of any other obligation be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent additional rent or other obligation or pursue any other remedies provided in this Lease.

22. **No Personal Liability of Landlord; Notice To Landlord.** The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease or for any other matter arising under this Lease or from the relationship of Landlord and Tenant is limited to the interest of Landlord in the Building and Tenant agrees to look solely to Landlord's interest in the Building for the recovery of any judgment against the Landlord, it being intended that neither the Landlord, nor the Landlord's property management agent nor their respective affiliated parties and persons, shall be personally liable for any judgment or deficiency. Tenant shall provide written notice to Landlord of any alleged default by Landlord under this Lease. Landlord shall have a period of thirty (30) business days (or such longer period as Landlord shall reasonably require in the exercise of reasonable business diligence) to cure any default of Landlord under this Lease. Tenant shall neither be relieved from the performance of any of its covenants and obligations (including, without limitation, the obligation to pay rent, additional rent and other sums under this Lease) nor be entitled to terminate this Lease due to any breach or default by Landlord. In the event Landlord or any successor owner of the Building shall convey or otherwise dispose of the Building or any portion thereof to another party, such other party shall in its own name thereupon be and become Landlord under this lease and shall thereby assume and be liable for all liabilities and obligations of this Lease to be performed by Landlord that first arise on and after the date of conveyance, and such original Landlord or successor owner shall, from and after the date of conveyance, be free and released of and from all liabilities and obligations not theretofore incurred or accrued under this Lease.

23. **Security Deposit.** Tenant has deposited with Landlord the sum specified as a Security Deposit in the Schedule of Basic Lease Terms, which sum shall be retained by Landlord (without interest thereon payable to or for the account of Tenant) as security for Tenant's faithful performance of this Lease. Landlord may commingle the Security Deposit with Landlord's other funds and Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearage of rent or additional rent or to satisfy any other covenant or obligation of Tenant hereunder without relieving the Tenant of any default or impairing any remedy of Landlord for such default. Following any such application of the Security Deposit, Tenant shall pay to Landlord, on demand, the amount so applied in order to restore the Security Deposit to its original amount or such greater amount as Landlord may require as a consequence of a Tenant default. Within ten (10) days after each annual or other increase in monthly base rent Tenant shall deposit with Landlord an additional sum as necessary to provide Landlord with a Security Deposit equal to one month then current Fixed Rent, plus applicable sales tax. If Tenant is not in default at the expiration or earlier termination of this Lease, the balance of the Security Deposit, after any such application thereof in accordance with the provisions of this Lease, shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises, Landlord may transfer the Security Deposit to the transferee and thereafter Landlord shall have no liability to Tenant for the return of such Security Deposit.

24. **Notice.** All notices between the parties regarding this Lease shall be in writing, and shall be deemed given three (3) days after deposit in the United States mail, sent certified, postage prepaid, return receipt requested, or when delivered (or if delivery is refused, when refused), if sent (a) by overnight courier, addressed to the party to be notified at the address stated in the Schedule of Basic Lease Terms or (b) if tendered by personal delivery to such party. Notice to Tenant may also be effectuated by delivery to the Premises. Either party may change its address for notice by notice given in the manner provided in this Section 26.

25. **Severability.** If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be finally determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

26. **Time of Performance/Survival.** Except as otherwise expressly provided herein, time is of the essence of this Lease with respect to performance of Tenant's obligations. Tenant's indemnity obligations and any other unfulfilled Tenant obligations shall survive the expiration or earlier termination of this Lease.

28. **Landlord's Lien.** Tenant hereby grants to Landlord a lien on and security interest in all property of Tenant now or hereafter placed in or upon the Premises, and such property shall be and remain subject to such lien and security interest of Landlord

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for payment of all rent and additional rent and other sums agreed to be paid by Tenant herein. The provisions of this paragraph relating to such lien and security interest shall constitute a security agreement under and subject to the Uniform Commercial Code of the State of Illinois so that Landlord shall have and may enforce a security interest in all property of Tenant now or hereafter placed in or on the Premises, in addition to and cumulative of the Landlord's lien and other rights provided by law or by the other terms and provisions of this Lease. Tenant authorizes Landlord to file such financing statement or statements reflecting Tenant as debtor and Tenant agrees to execute and deliver such other documents as Landlord may now or hereafter request in order to protect and/or perfect and/or enforce Landlord's security interest.

29. No Recording of Lease by Tenant. Tenant agrees not to record this lease or any notice or memorandum thereof in the public records. Recording of this Lease, or any notice or memorandum thereof by Tenant without the prior written consent of the Landlord shall be deemed a default by Tenant under this Lease. Tenant hereby grants to Landlord, its officers, members, employees and agents a power of attorney, which power of attorney is coupled with an interest and is irrevocable, to execute, acknowledge and deliver and record in the name and on behalf of the Tenant, such documentation as, in the Landlord's sole opinion, shall be necessary or advisable, to effect a termination of record of any original or copy of this Lease or any notice or memorandum thereof recorded without Landlord's prior written consent.

30. Governing Law, Venue and Waiver of Jury Trial. This Lease is made and entered into and shall be construed in accordance with and governed by the laws of the State of Illinois, without regard to conflicts of law rules. Any litigation between the parties hereto arising under or with respect to this Lease shall be maintained in the courts of the county in Illinois in which the Building is located. Neither party shall interpose any defense in such litigation that venue or jurisdiction is inconvenient. The parties hereby waive trial by jury in any action, proceeding or claim brought by either of the parties hereto against the other for any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises and Building, and/or claim of injuries or damage. Tenant further agrees that it shall not interpose any counterclaims in summary proceedings or any action based upon non-payment of rent or any other breach by Tenant under this Lease. The foregoing does not preclude Tenant from instituting a separate action to assert appropriate claims against Landlord which otherwise could have been brought as a counterclaim in such summary proceeding or action brought by Landlord based upon non-payment of rent or other alleged default under this Lease.

31. Integration. This Lease contains the entire agreement between the parties with respect to the subject matter hereof and may not be amended or modified in any manner except in a writing signed by the parties hereto. The terms, covenants and conditions contained in this Lease shall inure to the benefit of and be binding upon the Landlord and Tenant and their respective heirs, personal representatives, successors and permitted assigns, except as may be otherwise expressly provided in this Lease.

32. No Entitlement To Air Or Light. Any diminution or shutting off of light, air or view by any structure that may be erected on lands adjacent to the Building will in no way affect this Lease or impose any liability on Landlord.

33. No Offer. This Lease is submitted to Tenant with the understanding that it is not considered an offer and will not bind Landlord in any way until Tenant has duly executed and delivered duplicate originals of this Lease to Landlord and Landlord has executed and delivered one of such duplicate originals to Tenant.

34. Miscellaneous Tenant will be responsible to assume the Landlords obligations on the following:

35. AS IS, Where IS "AS IS" "WHERE IS". Landlord is leasing the Real Estate on an AS IS and WHERE IS and WITH ALL FAULTS basis, without any representations or warranties related to the quality of title, the existence of liens, environmental issues or other matters. Tenant acknowledges and agrees that Landlord, except as set forth in this Agreement, made any agreements, representations or warranties, whether express or implied, or otherwise, regarding the condition of the Real Estate, the soils in, on and about the Real Estate, the suitability of the Real Estate for uses and purposes contemplated by Tenant, the adequacy or availability of any utilities or roadways which may service (or may be needed to service) the Real Estate, zoning, building code violations, building lines, boundaries, construction/use/occupancy restrictions, including violations of any of the foregoing, and/or any other fact or matter, whether pertaining to the Real Estate or otherwise, including, without limitation, the environmental condition of the Real Estate. Tenant has had the opportunity to

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make its own independent inspections and investigations of the Real Estate and, in proceeding to closing hereunder, Tenant acknowledges and agrees that it has reviewed all such matters as Tenant deems or deemed necessary or appropriate to review and that Tenant is and shall be relying solely on such inspections and investigations of the Real Estate. Additionally, Tenant assumes all responsibility for all liabilities and damages caused by, relating to or arising out of any condition of the Real Estate or any liability relating thereto (including, without limitation, environmental investigation and remediation expenses) arising from and after execution of lease, and will hold Landlord harmless therefrom. Tenant hereby covenants and expressly waives any right of rescission and all claims for damages by reason of any statement, representation, warranty, promise, or agreement made by Landlord to Tenant except for representations or warranties of Seller set forth in this Agreement. Tenant hereby further releases and discharges Landlord from any and all claims or causes of action, which Tenant may now or hereafter have in connection with, or arising out of the condition of the Real Estate except for representations or warranties of Landlord set forth in this Agreement.

36. **No Construction Against Drafting Party.** Landlord and Tenant acknowledge and agree that each of them and their respective counsel have had an opportunity to review and negotiate this Lease and that this Lease will not be construed against Landlord merely because Landlord has prepared it.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease in multiple original counterparts as of the day and year first above written.

Executed in the Presence of:

LANDLORD

Nosmo Kings, LLC,
a Illinois limited partnership

Signature

Print Name

Signature

Print Name

By: _____
Name: J. EVEREST THOMAS
Title: MGR

Executed in the Presence of:

TENANT:

a Illinois corporation, LLC Ernest Lee Baker

Signature

By: _____
Name: _____

Initials: ELB

UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION****PARCEL 1:**

THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE EAST 50 FEET THEREOF) OF SECTION 32 NORTH OF THE INDIAN BOUNDARY IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 32, WHICH IS 2426.84 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION AND RUNNING THENCE WESTERLY ON A LINE WHICH FORMS A SOUTHWEST ANGLE OF 86 DEGREES 42 MINUTES 20 SECONDS WITH THE EAST LINE OF SAID SECTION, FOR A DISTANCE OF 100.06 FEET TO A POINT; THENCE NORTH PARALLEL WITH SAID EAST LINE OF SAID SECTION, A DISTANCE OF 10 FEET; THENCE WESTERLY ON A LINE PARALLEL WITH SAID LAST DESCRIBED LINE FOR A DISTANCE OF 215 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SECTION, A DISTANCE OF 30 FEET; THENCE WESTERLY ON A LINE WHICH IS PARALLEL WITH SAID FIRST DESCRIBED LINE TO THAT POINT OF INTERSECTION OF SAID LINE WITH THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 32; THENCE NORTH ALONG THE WEST LINE TO THE CENTER OF THE LITTLE CALUMET RIVER; THENCE EASTERLY ALONG THE CENTER LINE OF SAID RIVER TO THE EAST LINE OF SAID SECTION 32; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 32 TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

EXCEPT THAT PART OF PARCEL 1, DESCRIBED AS FOLLOWS:: THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS::

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4, THENCE NORTH 02 DEGREES 36 MINUTES 56 SECONDS WEST, A DISTANCE OF 352.77 FEET; ALONG THE EAST LINE OF SAID QUARTER SECTION, THENCE SOUTH 87 DEGREES 23 MINUTES 04 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HALSTED STREET PER DOCUMENT NO. 11113000, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87 DEGREES 23 MINUTES 04 SECONDS WEST, A DISTANCE OF 13.00 FEET; THENCE NORTH 02 DEGREES 36 MINUTES 04 SECONDS WEST, A DISTANCE OF 60.00 FEET, THENCE 87 DEGREES 23 MINUTES 04 SECONDS WEST, A DISTANCE OF 13.00 FEET, THENCE SOUTH 02 DEGREES 36 MINUTES 56 SECONDS EAST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

(THE ABOVE PARCEL REFERRED TO AS PARCEL "A" IN THE FOLLOWING EASEMENT DESCRIPTIONS BEING A PART OF THIS PARCEL 1)

PARCEL 1A:

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EASEMENT FOR THE BENEFIT OF PARCEL "1" AFORESAID, AS CREATED BY A GRANT FROM RIVERSIDE SUPPLY COMPANY TO ACME PETROLEUM COMPANY RECORDED MARCH 1, 1950, AND RECORDED APRIL 12, 1950, AS DOCUMENT NUMBER 14774924 FOR RIGHT OF WAY FOR INGRESS AND EGRESS TO PARCEL "A" AFORESAID, CONSISTING OF A ROADWAY NOT LESS THAN 15 FEET IN WIDTH RUNNING ALONG THE SOUTH END OF THE FOLLOWING DESCRIBED TWO PARCELS HEREINAFTER REFERRED TO AS (1) AND (2) TAKEN AS ONE TRACT:

ALSO

A PERMANENT RIGHT OF WAY OF 24 FEET IN WIDTH RUNNING FROM SAID RIGHT OF WAY ABOVE DESCRIBED IN A GENERALLY NORTHERLY DIRECTION (OVER THE PRESENT SCALES) TO PARCEL "A" ALONG A RIGHT OF WAY THE CENTER LINE WHICH IS 98 1/2 FEET WEST OF THE EAST LINE OF SECTION 32, AFORESAID;

ALSO

A RIGHT OF WAY OF 15 FEET FROM THE RIGHT OF WAY FIRST DESCRIBED IN A NORTHERLY DIRECTION TO PARCEL "A" AFORESAID, THE CENTER LINE OF WHICH IS 307 1/2 FEET WEST OF THE EAST LINE OF SECTION 32 AFORESAID;

ALSO

A RIGHT OF WAY 15 FEET IN WIDTH FROM THE RIGHT OF WAY FIRST ABOVE DESCRIBED IN A NORTHERLY DIRECTION TO PARCEL "A" AFORESAID, ALONG THE WESTERLY END OF THE FOLLOWING TWO PARCELS HEREINAFTER REFERRED TO AS (1) AND (2) TAKEN AS ONE TRACT;

ALSO

A RIGHT OF WAY OF 15 FEET SOUTH OF AND ADJOINING THE SOUTH LINE OF PARCEL "A" AFORESAID (EXCEPT THE EAST 100 FEET AS MEASURED FROM THE EAST LINE OF SECTION 32 AFORESAID);

(1) THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 LYING SOUTH OF THE CENTER LINE OF THE LITTLE CALUMET RIVER AND NORTH OF THE INDIAN BOUNDARY LINE OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THE EAST 50 FEET ALSO EXCEPT THAT PART FALLING IN PARCEL "A" AFORESAID)

(2) THAT PART OF LOT 6 IN THE SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 (N OF THE INDIAN BOUNDARY LINE) OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE SOUTHEAST FRACTIONAL 1/4 (NORTH OF THE INDIAN BOUNDARY LINE) OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 6 AFORESAID WHICH CORNER IS THE INTERSECTION OF THE EAST AND W2 SECTION LINE WITH THE EAST LINE OF SAID SECTION 32; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 32, A DISTANCE OF 15 FEET; THENCE WEST

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PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 32, A DISTANCE OF 164 FEET; THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT ON THE NORTH LINE OF THE SOUTHEAST FRACTIONAL 1/4 AFORESAID; THENCE EAST ALONG SAID LINE 580 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, NORTH OF THE INDIAN BOUNDARY LINE, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COUNTY OF COOK, STATE OF ILLINOIS, LYING SOUTH OF THE LITTLE CALUMET RIVER

PARCEL 2A:

EASEMENT FOR THE BENEFIT OF PARCEL 2 AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN ATHERTON FOUNDRY PRODUCTS, INCORPORATED, AN ILLINOIS CORPORATION, AND RIVERDALE TERMINAL CORPORATION, AN ILLINOIS CORPORATION, DATED JUNE 16, 1967, AND RECORDED JULY 20, 1967 AS DOCUMENT NUMBER 20202874 FOR INGRESS AND EGRESS OVER THE SOUTH 20 FEET OF THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 LYING SOUTH OF THE CENTER LINE OF THE LITTLE CALUMET RIVER AND NORTH OF THE INDIAN BOUNDARY LINE OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PART OF LOT 6 IN THE SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 (N OF THE INDIAN BOUNDARY LINE) OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE SOUTHEAST FRACTIONAL 1/4 (NORTH OF THE INDIAN BOUNDARY LINE) OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 32, WHICH IS 2426.84 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION; AND RUNNING THENCE SOUTH ALONG SAID EAST LINE A DISTANCE OF 159.48 FEET TO THE NORTHEAST CORNER OF LOT 6 AFORESAID, WHICH CORNER IS THE INTERSECTION OF THE EAST AND WEST 1/2 SECTION LINE WITH THE EAST LINE OF SAID SECTION 32; THENCE CONTINUING SOUTH ALONG SAID EAST LINE A DISTANCE OF 15 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST FRACTIONAL 1/4, A DISTANCE OF 164 FEET; THENCE NORTHWESTERLY ON A STRAIGHT LINE TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 WHICH IS 580 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTHEAST FRACTIONAL 1/4; THENCE WEST ALONG SAID LINE A DISTANCE OF 82.04 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 32; THENCE NORTH ALONG SAID WEST LINE, A DISTANCE OF 102.06 FEET; THENCE EASTERLY ON A STRAIGHT LINE, THE EXTENSION OF WHICH FORMS A SOUTHWEST ANGLE OF 86 DEGREES 42 MINUTES 20 SECONDS WITH THE AFORESAID EAST LINE OF SAID NORTHEAST 1/4, FOR A DISTANCE OF 348.20 FEET; THENCE NORTH PARALLEL TO THE SAID EAST LINE A DISTANCE OF 30 FEET, THENCE EASTERLY ON A LINE WHICH IS PARALLEL WITH SAID LAST DESCRIBED EASTERLY COURSE, A DISTANCE OF 215 FEET; THENCE SOUTH PARALLEL TO SAID EAST LINE A DISTANCE OF 10 FEET; THENCE EASTERLY PARALLEL WITH SAID DESCRIBED EASTERLY COURSE A DISTANCE OF

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100.06 FEET TO THE POINT OF BEGINNING, EXCEPT THE EAST 50 FEET OF SAID SECTION 32, TAKEN AND USED FOR SOUTH HALSTED STREET, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE EAST 1/2 OF THE WEST 1/2 (EXCEPT THE WEST 25 ACRES THEREOF) OF THE NORTHEAST 1/4 OF SECTION 32, NORTH OF THE INDIAN BOUNDARY LINE TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES, SOUTH OF THE LITTLE CALUMET RIVER, IN COOK COUNTY, ILLINOIS.

Tax identification numbers: 25-32-215-002-0000
25-32-215-003-0000
25-32-215-005-0000

Commonly known as: 13100 S. Halsted Street, Riverdale, Illinois 60527

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Prepared by:
CHRIS HANSEN
15320 S COOPER
708 284 6502

Property of Cook County Clerk's Office