

# UNOFFICIAL COPY



Doc#: 1508934041 Fee: \$62.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/30/2015 01:55 PM Pg: 1 of 13

Recording Requested by  
and when Recorded return to:

WELLS FARGO BANK, N.A.  
Commercial Mortgage Servicing  
1901 Harrison Street, 2<sup>nd</sup> Floor  
Oakland, CA 94612

Attention: CMS Lease Reviews  
Loan No. 883100301

## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Tenant's Trade Name: MILLER'S ALE HOUSE

**NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF THE SECURITY DOCUMENTS (DEFINED BELOW).**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made as of March 25, 2015 by and between MILLER'S ALE HOUSE, INC., a Delaware corporation ("Tenant"), NORTH RIVERSIDE PARK ASSOCIATES, LLC, a New York limited liability company ("Landlord"), and WILMINGTON TRUST, NATIONAL ASSOCIATION, as trustee for the benefit of the registered holders of JPMBB Commercial Mortgage Securities Trust 2014-C24, Commercial Mortgage Pass-Through Certificates, Series 2014-C24 ("Lender").

### Background

Landlord is the owner of the land and improvements commonly known as comprising all or a part of the Property located in a certain mall known as North Riverside Park Mall located in North Riverside, Illinois and more particularly described in Exhibit A attached hereto and made a part hereof (the "Property").

Lender is the current holder of a mortgage loan (the "Loan") previously made to Landlord, evidenced by a note (the "Note") and secured by, among other things: (a) a first mortgage, deed of trust or deed to secure debt encumbering the Property (the "Mortgage"); and (b) a first priority assignment of leases and rents on the Property (the "Assignment of Leases and Rents") contained in the Mortgage or in a separate document. The Mortgage and the Assignment of Leases and Rents are collectively referred to as the "Security Documents." The Note, the Security Documents and all other documents executed in connection with the Loan are collectively referred to as the "Loan Documents."

Tenant is the present lessee under that certain lease agreement between Landlord and Tenant dated January 26, 2015 as thereafter modified and supplemented ("Lease"), demising a portion of the Property described more particularly in the Lease ("Leased Space").

*Wells 8976665 Dale*

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A requirement of the Loan is that Tenant's Lease be subordinated to the Security Documents. Landlord has requested Tenant to so subordinate the Lease in exchange for Lender's agreement not to disturb Tenant's possession of the Leased Space upon the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises of this Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

Subordination. Tenant agrees that the Lease and all of the terms, covenants and provisions thereof, and all estates, options and rights created under the Lease, hereby are subordinated and made subject to the lien of the Security Documents (including, without limitation, all renewals, increases, modifications, spreaders, consolidations, replacements and extensions thereof), as if the Security Documents have been executed and recorded prior to the Lease.

Nondisturbance. Lender agrees that no foreclosure (whether judicial or nonjudicial), deed-in-lieu of foreclosure, or other sale of the Property in connection with enforcement of the Security Documents or otherwise in satisfaction of the Loan shall operate to terminate the Lease or Tenant's rights thereunder.

Attornment. Tenant agrees to attorn to and recognize as its landlord under the Lease each party acquiring legal title to the Property by foreclosure (whether judicial or nonjudicial) of the Security Documents, deed-in-lieu of foreclosure, or other sale in connection with enforcement of the Security Documents or otherwise in satisfaction of the Loan ("**Successor Owner**"). From and after the date title to the Property is transferred to Successor Owner (such date is hereafter referred to as the "**Acquisition Date**"), Successor Owner shall perform all obligations of the landlord under the Lease. In no event, however, will any Successor Owner be: (a) liable for any default, act or omission of any prior landlord under the Lease other than any of the same which constitutes a default and is continuing after the Acquisition Date; (b) subject to any offset or defense which Tenant may have against any prior landlord under the Lease except as expressly provided in the Lease; (c) bound by any payment of rent or additional rent made by Tenant to Landlord more than 30 days in advance; or (d) bound by any material modification or supplement to the Lease, or waiver of Lease terms, made after the date of this Agreement without Lender's written consent thereto.

Prior Assignment, Rent Payments: Notice to Tenant Regarding Rent Payments. Tenant acknowledges that the interest of the Landlord under the Lease is to be assigned to Lender solely as security for the purposes specified in said assignment, and Lender shall have no duty, liability or obligation whatsoever under the Lease or any extension or renewal thereof, either by virtue of said assignments or by any subsequent receipt or collection of rents thereunder, unless Lender shall specifically undertake such liability in writing or Lender acquires title to the Property. Tenant agrees not to pay rent more than one (1) month in advance unless otherwise specified in the Lease. After notice is given to Tenant by Lender that Landlord is in default under the Loan Documents and that the rentals under the Lease are to be paid to Lender directly pursuant to the assignment of leases and rents granted by Landlord to Lender in connection therewith, Tenant shall thereafter pay to Lender all rent and all other amounts due or to become due to Landlord under the Lease. Landlord hereby expressly authorizes Tenant to make such payments to Lender upon reliance on Lender's written notice (without any inquiry into the factual basis for such notice or any prior notice to or consent from Landlord) and

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hereby releases Tenant from all liability to Landlord in connection with Tenant's compliance with Lender's written instructions.

Lender Opportunity to Cure Landlord Defaults. Tenant agrees that, until the Security Documents are released by Lender, it will not exercise any right to terminate the Lease in connection with a Landlord default hereunder without having first given to Lender (a) written notice of the alleged Landlord default and (b) the opportunity to cure such default within (i) a period of 5 business days following such notice in the instance of a default which may be cured by the payment of money or (ii) a period of 30 days after receipt of such notice in the instance of a default other than one listed in the preceding clause (i). Tenant acknowledges that Lender is not obligated to cure any Landlord default, but if Lender elects to do so, Tenant agrees to accept cure by Lender as that of Landlord under the Lease. Performance rendered by Lender on Landlord's behalf is without prejudice to Lender's rights against Landlord under the Loan Documents or any other documents executed by Landlord in favor of Lender in connection with the Loan.

## Miscellaneous.

Notices. All notices and other communications under this Agreement are to be in writing and addressed as set forth below. Notices shall be deemed to have been duly given upon the earlier of: (i) actual receipt; (ii) one (1) business day after having been timely deposited for overnight delivery, fee prepaid, with a reputable overnight courier service, having a reliable tracking system; (iii) one (1) business day after having been sent by telecopier (with answer back acknowledged) provided an additional notice is given pursuant to (ii); or (iv) three (3) business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by certified mail, postage prepaid, return receipt requested, and in the case of clause (ii) and (iv) irrespective of whether delivery is accepted. A new address for notice may be established by written notice to the other parties; provided, however, that no address change will be effective until written notice thereof actually is received by the party to whom such address change is sent.

The addresses of the parties shall be:

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Tenant:

Miller's Ale House, Inc.  
4401 Vineland Road, Suite A6  
Orlando, Florida 32811  
Attn: Chief Financial Officer

Lender:

Wells Fargo Bank, N.A., as Master Servicer  
Attn: Lease Reviews  
1901 Harrison Street, 2<sup>nd</sup> Floor  
Oakland, California 94612

with a copy to:

Miller's Ale House, Inc.  
612 N. Orange Ave., Suite C  
Jupiter, FL 33458  
Attn: General Counsel

Landlord:

The Feil Organization  
7 Penn Plaza, Suite 618  
New York, NY 10001  
Attention: Brian Palumbo

with a copy to:

North Riverside Park Associates  
7501 West Cermak Road  
North Riverside, IL 60546  
Attn: General Manager

Entire Agreement Modification. This Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes and replaces all prior discussions, representations, communications and agreements (oral or written). This Agreement shall not be modified, supplemented, or terminated, nor any provision hereof waived, except by a written instrument signed by the party against whom enforcement thereof is sought, and then only to the extent expressly set forth in such writing.

Binding Effect; Joint and Several Obligations. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors, and assigns, whether by voluntary action of the parties or by operation of law.

Unenforceable Provisions. Any provision of this Agreement which is determined by a court of competent jurisdiction or government body to be invalid, unenforceable or illegal shall be ineffective only to the extent of such determination and shall not affect the validity, enforceability or legality of any other provision, nor shall such determination apply in any circumstance or to any party not controlled by such determination.

Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals, and each duplicate original shall be deemed to be an original. This Agreement (and each duplicate original) also may be executed in any number of counterparts, each of which shall be

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deemed an original and all of which together constitute a fully executed Agreement even though all signatures do not appear on the same document.

Construction of Certain Terms. Defined terms used in this Agreement may be used interchangeably in singular or plural form, and pronouns shall be construed to cover all genders. Article and section headings are for convenience only and shall not be used in interpretation of this Agreement. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or other subdivision; and the word "section" refers to the entire section and not to any particular subsection, paragraph or other subdivision; and "Agreement" and each of the Loan Documents referred to herein mean the agreement as originally executed and as hereafter modified, supplemented, extended, consolidated, or restated from time to time.

Governing Law. This Agreement shall be interpreted and enforced according to the laws of the State where the Property is located (without giving effect to its rules governing conflict of laws).

Consent to Jurisdiction. Each party hereto irrevocably consents and submits to the exclusive jurisdiction and venue of any state or federal court sitting in the county and state *where* the Property is located with respect to any legal action *arising* with respect to this Agreement and waives all objections which it may have to such jurisdiction and venue.

**WAIVER OF JURY TRIAL TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HERETO WAIVES AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT.**

**[NO FURTHER TEXT ON THIS PAGE]**

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

**LENDER:**

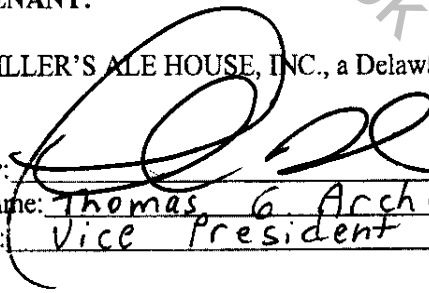
WILMINGTON TRUST, NATIONAL ASSOCIATION, as trustee for the benefit of the registered holders of JPMBB Commercial Mortgage Securities Trust 2014-C24, Commercial Mortgage Pass-Through Certificates, Series 2014-C24

By: Wells Fargo Bank, National Association, solely in its capacity as Master Servicer, as authorized under that certain Pooling and Servicing Agreement dated as of October 1, 2014

By:   
Name: Paula S. Norris  
Its: Assistant Vice President

**TENANT:**

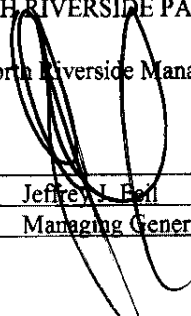
MILLER'S ALE HOUSE, INC., a Delaware corporation

By:   
Name: Thomas G. Archer  
Its: Vice President

**OWNER:**

NORTH RIVERSIDE PARK ASSOCIATES, LLC, a New York limited liability company

By: North Riverside Manager Corp., its Managing Member

By:   
Name: Jeffrey J. Ebel  
Its: Managing General Partner

**IT IS RECOMMENDED THAT, PRIOR TO EXECUTING THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT HERETO.**



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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

## CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California )

County of Alameda )

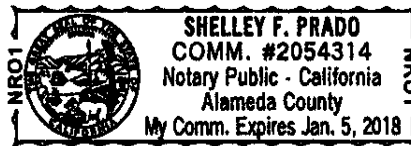
On March 25, 2015 before me, Shelley F. Prado  
(here insert name and title of the officer)

personally appeared Janna S. Morris

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Shelley F. Prado

(Seal)

### OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to person relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) \_\_\_\_\_ Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)	
Notarial event is detailed in notary journal on: Page # _____ entry # _____	
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/>	

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ALL SIGNATURES MUST BE ACKNOWLEDGED.

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2015, personally appeared the above named \_\_\_\_\_, a \_\_\_\_\_ of WELLS FARGO BANK, NATIONAL ASSOCIATION, acting in its authorized capacity as Master Servicer for and on behalf of WILMINGTON TRUST, NATIONAL ASSOCIATION, as trustee for the benefit of the registered holders of JPMBB Commercial Mortgage Securities Trust 2014-C24, Commercial Mortgage Pass-Through Certificates, Series 2014-C24, and acknowledged the foregoing to be the free act and deed of said association, before me.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF Florida )  
 ) SS.  
COUNTY OF Palm Beach )

On March 20, 2015, personally appeared the above named Thomas B. Archer the Vice President, of MILLER'S ALE HOUSE, INC., a Delaware corporation and acknowledged the foregoing to be the free act and deed of MILLER'S ALE HOUSE, INC., a Delaware corporation, before me.



Valerie Jean Ensinger  
Notary Public  
My commission expires: 03/21/2017

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF NEW YORK )

On March 16<sup>th</sup>, 2015, personally appeared the above named Jeffrey J. Feil, the Managing General Partner of North Riverside Manager Corp., Managing Member of NORTH RIVERSIDE PARK ASSOCIATES, LLC, a New York limited liability company, and acknowledged the foregoing to be the free act and deed of North Riverside Manager Corp., Managing Member of NORTH RIVERSIDE PARK ASSOCIATES, LLC, before me.

DONNA MARIE VOCATURO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01VO6030686  
Qualified in Queens County  
My Commission Expires September 20, 2017

Donna Marie Vocature  
Notary Public  
My commission expires: 9/20/2017



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## EXHIBIT A (Description of Property)

EXHIBIT A to SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT dated as of March 25, 2015, executed by MILLER'S ALE HOUSE, INC., a Delaware corporation, as "Tenant", and WILMINGTON TRUST, NATIONAL ASSOCIATION, as trustee for the benefit of the registered holders of JPMBB Commercial Mortgage Securities Trust 2014-C24, Commercial Mortgage Pass-Through Certificates, Series 2014-C24, "Lender."

All that certain land located in the County of Cook, State of Illinois, described as follows: See Attached

Tax Parcel ID numbers:

15-25-200-003-0000

15-25-200-008-0000

15-25-200-009-0000

15-25-200-010-0000

15-25-200-007-0000

15-25-500-011-0000

15-25-500-012-0000

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Property Address: 7501 W. Cermak Road, North Riverside, Illinois

Parcel 1:

Sub Parcel "B":

That part of the Northeast Quarter of Section 25, Township 39 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois, bounded and described as follows:

Beginning at a point 75.00 feet South of the North line and 148.00 feet East of the West line of the Northeast Quarter of said Section; thence South 00 degrees 10 minutes 52 seconds East along a straight line, a distance of 155.00 feet to a point; thence due West along a straight line, a distance of 80.00 feet to a point; thence North 00 degrees 10 minutes 52 seconds West, along a straight line, a distance of 115.00 feet to a point; thence North 44 degrees 54 minutes 34 seconds East along a straight line, a distance of 56.48 feet to a point; thence due East along a straight line a distance of 40.00 feet to the point of beginning, in Cook County, Illinois.

Sub Parcel "D":

That part of the Northeast Quarter of Section 25, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

Beginning at a point 40 feet West of the West line of the North-South Illinois Central Railroad right of way and 50.00 feet South of the North line of said 1/4 Section; thence due West along a straight line 50.00 feet South of and parallel with the North line of said Northeast Quarter, a distance of 419.70 feet to a point; thence due South along a straight line, a distance of 210.00 feet to a point; thence due West along a straight line, a distance of 50.00 feet to a point; thence due South along a straight line, a distance of 428.00 feet to a point; thence due West along a straight line, a distance of 427.38 feet to a point; thence due South along a straight line, a distance of 238.50 feet to a point; thence due East along a straight line, a distance of 136.38 feet to a point; thence due South along a straight line, a distance of 303.00 feet to a point; thence due West along a straight line, a distance of 120.0 feet to a point; thence due South along a straight line, a distance of 238.50 feet to a point; thence due East along a straight line, a distance of 484.00 feet to a point; thence due South along a straight line, a distance of 200.00 feet to a point; thence due East along a straight line, a distance of 200.00 feet to a point; thence due North along a straight line, a distance of 943.00 feet to a point; thence due East along a straight line, a distance of 198.01 feet to a point; thence North 00 degrees 06 minutes 18 seconds West along a straight line, a distance of 715.00 feet to the point of beginning in Cook County, Illinois.

Sub Parcel "E":

That part of the Northeast Quarter of Section 25, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois bounded and described as follows:

Commencing at the intersection of the Southerly line of the Easterly-Westerly Illinois Central Railroad right of way with the Northerly line of 26th Street; thence North 87 degrees 48 minutes 59 seconds West along said Northerly line of 26th Street, a distance of 656.43 feet to a point of beginning; thence Northerly along a curved line concave Westerly with a central angle of 26

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degrees and a radius of 149.00 feet, a distance of 67.61 feet, with a chord distance of 67.04 feet, and a chord bearing of North 10 degrees 48 minutes 53 seconds West, to a point of tangency; thence North 23 degrees 48 minutes 53 seconds West along a straight line tangent to the last described curve at the last described point, a distance of 118.05 feet to a point of curvature; thence Northerly along a curved line concave Easterly with a radius of 249.00 feet, and a central angle of 26 degrees 13 minutes 15 seconds, a distance of 113.95 feet with a chord distance of 112.96 feet, and a chord bearing of North 10 degrees 42 minutes 15 seconds West to a point on the Southerly line of the Easterly-Westerly Illinois Central Railroad right of way; thence North 67 degrees 12 minutes 02 seconds West along said Southerly right of way line of the Illinois Central Railroad, a distance of 81.89 feet to a point; thence Southerly along a curved line concave Easterly with a radius of 327.00 feet and a central angle of 31 degrees 13 minutes 37 seconds, a distance of 178.22 feet, with a chord distance of 176.02 feet, and a chord bearing of South 08 degrees 12 minutes 04 seconds East, to a point of tangency; thence South 23 degrees 48 minutes 53 seconds East along a straight line, tangent to the last described curve at the last described point, a distance of 118.05 feet to a point of curvature; thence Southerly along a curved line tangent to the last described line at the last described point, concave Westerly, with a radius of 71.00 feet, and a central angle of 16 degrees 09 minutes, 39 seconds, a distance of 20.03 feet to a point on said Northerly line of 26th Street; thence Easterly along said Northerly line of 26th Street, being a curved line concave to the South, having a radius of 1591.86 feet, an arc distance of 79.97 feet to the point of beginning in Cook County, Illinois.

#### Sub Parcel "R":

That part of the Northeast Quarter of Section 23, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

Beginning at a point in the Westerly line of the North-South Illinois Central Railroad right of way which is 2,020.46 feet South of the North line of said Quarter Section; thence South 67 degrees 01 minutes 23 seconds West along a straight line, a distance of 449.89 feet to a point in the Northerly line of the Easterly-Westerly Illinois Central Railroad right of way, thence South 67 degrees 12 minutes 02 seconds East along said Northerly right of way of the Illinois Central Railroad, a distance of 450.00 feet to a point; thence North 00 degrees 06 minutes 18 seconds West along a straight line, a distance of 350.00 feet to the point of beginning, in Cook County, Illinois.

#### Parcel 2:

#### Sub Parcel "F":

Easement for the benefit of Parcel 1, as created by Grant from Illinois Central Gulf Railroad Company to Riverside Mall Associates, an Illinois limited partnership, dated September 27, 1982 and recorded September 29, 1982 as document number 26365756.

#### Parcel 3:

The reciprocal and non-exclusive easements for retention basin and for ingress and egress, parking, utilities, and construction, reconstruction, erection and maintenance of foundation, footings, supports, canopies, roofs, buildings and other overhangs or projections, awnings, alarm bells, signs, lights, and lighting devices, utility vaults, staircases and other similar appurtenances to Parcel 1, created, defined, limited and granted as an easement appurtenant to Parcels 1 and 2 by that certain Reciprocal Operation and Easement Agreement dated December 6, 1973 and recorded January 2, 1974, as document number 22584954 in the Office of the Recorder of Deeds of Cook County, Illinois, as amended by document number 23346268 (First Amendment),

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document number 23721362 (Second Amendment) document number 93005191 (Third Amendment) and document number 96803440 (Fourth Amendment), by and among Riverside Mall Associates, an Illinois limited partnership, J. C. Penney Properties, Inc., a Delaware corporation, Carson Pirie Scott & Company, a Delaware corporation, and Montgomery Ward Development Corporation, a corporation of Delaware, and Assignment of Reciprocal Easement Agreement dated January 16, 2004 and recorded January 16, 2004 as document number 0401644133.

## Parcel 4:

That part of the Illinois Central Railroad right of way in the Northeast Quarter of Section 25, Township 39 North, Range 12 East of the Third Principal Meridian, described as follows:

Beginning at the intersection of the Westerly line of the North-South Illinois Central Railroad right of way (which is the West line of the East 1,273.75 feet of said Northeast Quarter) with the Northerly line of the Easterly-Westerly Illinois Central right of way, said point being 1,273.75 feet West and 2,370.46 feet South of the Northeast corner of said Northeast Quarter; thence North along the West line of the East 1,273.75 feet of said Northeast Quarter, a distance of 2,370.46 feet to a point on the North line of the Northeast Quarter of said Section 25; thence East along said North line of the Northeast Quarter of Section 25, a distance of 100.00 feet to a point on a line which is 1,173.75 feet West of and parallel to said East line of the Northeast Quarter of Section 25; thence South along said line which is 1,173.75 feet West of and parallel to said East line of the Northeast Quarter of Section 25, a distance of 2,078.32 feet to a point of curvature; thence Southeasterly along a curved line, concave to the Northeast with a central angle of 67 degrees 05 minutes 44 seconds with a radius of 504.00 feet, a distance of 590.20 feet to a point of tangency with said Northerly line of the Illinois Central Railroad Easterly-Westerly right of way; thence Northwesterly along said Northerly line which is tangent with the last described curve at the last described point, a distance of 442.76 feet to the point of beginning, except therefrom the following described parcel:

The South 546.19 feet of the North 1,775.09 feet of the West 18.00 feet of the East 1,191.75 feet of the Northeast Quarter of Section 25, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Also

Except therefrom the following described Parcel:

The South 100.00 feet of the North 1,358.9 feet of the West 20.00 feet of the East 1,211.75 feet of the Northeast Quarter of Section 25, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

## Parcel 5:

Easement for the benefit of Parcels 1 and 4 as created by Grant between Simon Property Group (Illinois), L. P. and North Riverside Limited Partnership dated August 12, 2002 and recorded August 13, 2002 as document number 0020884442 for the purpose of construction, installation, maintenance, operation, repair and replacement of a sign, ingress and egress to and from the easement premises for the purpose of performing its obligations set forth in the agreement.

## Parcel 6:

Easement for the benefit of Parcels 1 and 4 as created by Grant dated April 30, 2002 and

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recorded August 2, 2002 as document number 0020848086 from Simon Property Group (Illinois), L.P. to North Riverside Limited Partnership for the purpose of access including vehicular and pedestrian ingress and egress over, upon and across grantor's parcel for access to Harlem Avenue via 25th Street.

Property of Cook County Clerk's Office