

Doc#: 1527422024 Fee: \$88.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/01/2015 09:28 AM Pg: 1 of 9

2815 Rolling Meadows, Illinois

1460 Golf Road, Rolling Meadows, Illinois, 60008

(C)

1527422024
CUB 5 of 7

SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT ("SNDA")

THIS AGREEMENT is made as of the 11th day of September, 2015, between Wal-Mart Real Estate Business Trust, a Delaware statutory trust, 702 S.W. 8th Street, Bentonville, Arkansas 72712, with offices at 2001 S. E. 10th Street, Attn: Realty Management Dept. #44-9384, Bentonville, Arkansas 72716-5525, its sublessees or assigns, (hereinafter referred to as "Wal-Mart"), and BCMP Mortgage Investment Corporation, a corporation under the Canada Business Corporations Act registered to carry on business in British Columbia under Registration No.A-40387, with offices at c/o Pen-Cor Mortgage and Investment Advisors Ltd., 518-1177 West Hastings Street, Vancouver, BC V6E 2K3, Attention: Bob Lee., and Timbercreek Mortgage Servicing, Inc., an Ontario corporation, and their respective successors and assigns, with offices at 1000 Yonge Street, Suite 500, Toronto, Ontario M4W 2K2, Attention: Paul Jones (collectively, "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagee is the holder of a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated September __, 2015., and recorded, in Official Records ("Mortgage"), covering the Shopping Center and/or Walmart Store situated in the City of Rolling Meadows, County of Cook, State Illinois, (hereinafter referred to as the "Premises"); and

WHEREAS, Wal-Mart has leased or desires to lease from RMWM Partners LLC, 5629 W. Cermak Road, Cicero, Illinois 60804 ("Lessor") 13,989 square feet in the Premises pursuant to that certain lease dated April 5, 1999 ("Lease"), between Lessor and Wal-Mart, a true and correct copy of which is attached to that certain letter dated as of September 1, 2015 by Wal-Mart in favor of Lessor and Mortgagee; and

WHEREAS, Wal-Mart desires that the Lease shall not terminate, but rather shall remain in full force and effect in accordance with its terms in the event the Mortgage is foreclosed or any foreclosure sale of the mortgaged Premises is made or any transfer therein in lieu of foreclosure is made and Mortgagee desires that Wal-Mart subordinate its interest in the Lease to the lien of the Mortgage.

WHEREAS, Lessor has delivered a copy of the lease and any amendments to Mortgagee, the receipt of which is hereby acknowledged,

NOW, THEREFORE, in consideration of the Premises and other good and valuable consideration in hand paid, the parties hereto agree as follows:

1. Mortgagee hereby consents and approves the Lease, amendments and the terms thereof, including the options to extend the term as set forth in the Lease, and covenants and agrees that the exercise by Lessee of rights, remedies and options therein contained shall not constitute a default under the Mortgage.

2. The Lease is, and shall remain, subject and subordinate to the lien of the Mortgage and to any extensions, modifications, consolidations or renewals thereof; provided that as to any such extensions, modifications, consolidations or renewals thereof, a non-disturbance agreement in the form of this agreement is executed and delivered by the holder of the Mortgage as so extended, modified, consolidated or renewed.

3. So long as Wal-Mart is not in default in the performance of any terms, covenants and conditions to be performed on its part under the Lease beyond any applicable cure period, then in such event:

(a) Wal-Mart shall not be joined as a party defendant in any foreclosure proceeding which may be instituted by Mortgagee;

(b) Wal-Mart's leasehold estate under the Lease shall not be terminated, barred, cut off, or otherwise disturbed by reason of any default under the Mortgage or any foreclosure proceeding instituted by Mortgagee.

4. If Mortgagee shall succeed to the interest of Lessor in and to the Lease, whether through possession, foreclosure proceeding, or delivery of a deed in lieu of foreclosure, Wal-Mart shall attorn to and recognize Mortgagee or any other purchaser at a foreclosure sale as Wal-Mart's landlord under the Lease, and shall promptly execute and deliver an attornment agreement in the form of this agreement to evidence such attornment. Upon and after such attornment, the Lease shall continue in full force and effect as a direct lease between Mortgagee or such purchaser and Lessee upon all of the terms, conditions and covenants as are set forth in the Lease, except that Mortgagee or such purchaser shall after such attornment:

(a) Be liable for any previous act or omission of any previous landlord arising directly from such landlord's responsibilities and duties pursuant to the Lease; provided, Mortgagee has received appropriate notice of such default, and has an opportunity to cure (having no obligation to so cure) same, all pursuant to the terms and conditions of the Lease;

(b) Be subject to any offset or counterclaim which Wal-Mart might be entitled to assert against any previous landlord, including deductions from rent arising pursuant to the Lease; provided, Mortgagee has received

[Handwritten signature] 9

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appropriate notice of such default, and has an opportunity to cure (having no obligation to so cure) same, all pursuant to the terms and conditions of the Lease;

(c) Not be bound by any previous prepayment of more than one month's fixed rent, unless such prepayment shall have been expressly approved in writing by Mortgagee;

(d) Be bound by any modification of the Lease unless excepted in subparagraph (e) below;

(e) Not be bound by any modification of the Lease made after the date of this agreement without its written consent which would (i) reduce fixed annual rent, or (ii) materially reduce any other monetary obligation of Lessee under the Lease.

5. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

6. Notwithstanding anything in the Lease to the contrary, Lessee hereby agrees that so long as the Mortgagee holds a Mortgage on the Leased Premises, Lessee will mail to the Mortgagee at its principal place of business hereinabove set forth, or at such other place as may be hereafter from time to time designated in writing, a copy of all material notices which Lessee may from time to time serve upon Lessor under and pursuant to the terms and provisions of the Lease, provided that no notices to Lessor, whether material or not, shall be effective against Mortgagee for any purpose unless a copy of such notice is also, at the same time it is served upon Lessor, served upon Mortgagee. At any time before the rights of the Lessor shall have been forfeited or adversely affected because of any default on its part, or within the time permitted the Lessor to cure any default under the Lease as there provided, Mortgagee may, at its option, pay any taxes and assessments, make any repairs and improvements, make any deposits or do any other act or thing required of the Lessor by the terms of the Lease, and all payments so made and all things so done and performed by Mortgagee shall be as effective to prevent the rights of the Lessor from being forfeited or adversely affected because of any default under this Lease as the same would have been if done and performed by the Lessor.

7. Any notices or communications given under this Agreement shall be in writing and shall be given by registered or verified mail, return receipt requested, postage prepaid, (a) if to Mortgagee, at the address of Mortgagee as hereinabove set forth or at such other address of Mortgagee as hereinabove set forth or at such other address as Mortgagee may designate by notice, or (b) if to Lessee, then to the attention of Property Management at the address of Lessee as hereinabove set forth or at such other address as Lessee may designate by notice. During the period of any postal strike or other interference with the mail, personal delivery shall be substituted for registered or verified mail. No default notice given by Lessee under the Lease shall be effective as against Mortgagee unless a duplicate copy thereof has been given to Mortgagee.

8. This agreement shall bind and inure to the benefit of and be binding upon and enforceable by the parties hereto and their respective successors and assigns.

9. This agreement contains the entire agreement between the parties and cannot be changed, modified, waived or canceled except by an agreement in writing executed by the party against whom enforcement of such modification, change, waiver or cancellation is sought.

The remainder of this page has been left blank, intentionally.

Prepared By and
 Mail To:
 Polsinelli, P.C.
 2950 N. Harwood St.
 Suite 2100
 Dallas, TX 75201

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IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto.

Signed, sealed and delivered this 9 day September, 2015 in the presence of:

ATTEST:

[Signature]
Assistant Secretary
(SEAL)

LESSEE:

**WAL-MART REAL ESTATE
BUSINESS TRUST**
a Delaware Statutory trust

By [Signature]
Phyllis Overstreet
Senior Manager I TS
Wal-Mart Real Estate Business Trust

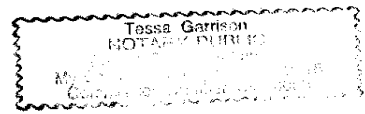
STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)

Be it remembered that on this 9 day of September, 2015, before me a notary public in and for the county and state aforesaid, came Phyllis Overstreet, Senior Manager I of Wal-Mart Real Estate Business Trust, a Delaware Statutory trust, who is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of such trust, and such person duly acknowledged the execution of the same to be the act and deed of said trust.

In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year last above written.

[Signature]
Notary Public
(SEAL)

My commission expires: 11/1/2016



PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

Signed, sealed and delivered this 2 day of September, 2015 in the presence of:

ATTEST:

MORTGAGEE:

BCMP MORTGAGE INVESTMENT CORPORATION, a corporation under the Canada Business Corporations Act registered to carry on business in British Columbia under Registration No. A-40387

M. Prevoles as to signature only

Michel E. Belec

(Title)

By: **Michel E. Belec**
Name: _____
Title: **Director** Authorized Signatory

M. Prevoles as to signature only

Garnet R. Andrews

(Title)

By: **Garnet R. Andrews**
Name: _____
Title: **Director** Authorized Signatory

PROVINCE OF BRITISH COLUMBIA §
MUNICIPALITY OF METROPOLITAN VANCOUVER §

The foregoing instrument was acknowledged before me this 2 day of September, 2015, by *Michel E. Belec* of BCMP Mortgage Investment Corporation, a corporation under the Canada Business Corporations Act registered to carry on business in British Columbia under Registration No. A-40387, on behalf of said corporation.

[S E A L]

Maria Prevoles
Notary Public, Province of ~~Ontario~~ BC.

My Commission Expires: _____

Printed Name of Notary Public
MARIA D. PREVOLOS
Barrister & Solicitor
555 Robson Street
Vancouver, BC V6B 3K9
Tel: (604) 697-8035

PROVINCE OF BRITISH COLUMBIA §
MUNICIPALITY OF METROPOLITAN VANCOUVER §

The foregoing instrument was acknowledged before me this 2 day of September, 2015, by *GARNET ANDREWS* of BCMP Mortgage Investment Corporation, a corporation under the Canada Business Corporations Act registered to carry on business in British Columbia under Registration No. A-40387, on behalf of said corporation.

[S E A L]

Maria Prevoles
Notary Public, Province of ~~Ontario~~ BC.

My Commission Expires: _____

Printed Name of Notary Public
MARIA D. PREVOLOS
Barrister & Solicitor
555 Robson Street
Vancouver, BC V6B 3K9
Tel: (604) 697-8035

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Signed, sealed and delivered this 3 day of September, 2015 in the presence of:

ATTEST:

_____(Title)

_____(Title)

MORTGAGEE:

**TIMBERCREEK MORTGAGE
SERVICING INC.**, an Ontario corporation

By: _____
Name: Ugo Bizzone
Title: Vice President

By: _____
Name: R. Blair Tandy
Title: President

PROVINCE OF ONTARIO §
MUNICIPALITY OF §
METROPOLITAN TORONTO §

The foregoing instrument was acknowledged before me this 3rd day of September, 2015, by Ugo Bizzone, Vice President of Timbercreek Mortgage Servicing, Inc., an Ontario corporation, on behalf of said corporation.

[S E A L]

Notary Public, Province of Ontario
Peter Hawkins
Printed Name of Notary Public

My Commission Expires:
n/a

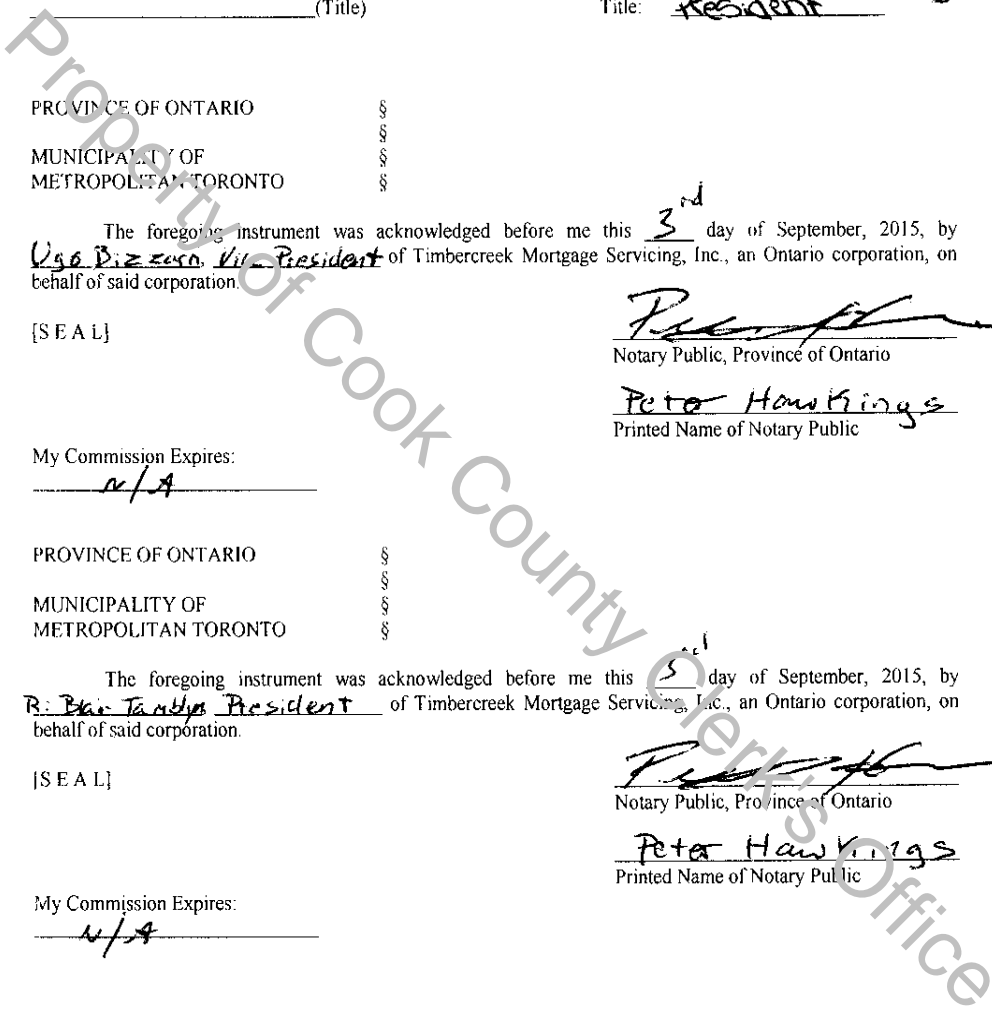
PROVINCE OF ONTARIO §
MUNICIPALITY OF §
METROPOLITAN TORONTO §

The foregoing instrument was acknowledged before me this 5th day of September, 2015, by R. Blair Tandy, President of Timbercreek Mortgage Servicing, Inc., an Ontario corporation, on behalf of said corporation.

[S E A L]

Notary Public, Province of Ontario
Peter Hawkins
Printed Name of Notary Public

My Commission Expires:
n/a



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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF LOT 1 IN THE RESUBDIVISION OF THE MARKETPLACE OF ROLLING MEADOWS, ACCORDING TO THAT PLAT THEREOF RECORDED SEPTEMBER 27, 1999 AS DOCUMENT 9910798, BEING A RESUBDIVISION OF LOTS 1, 2, 4 AND 5 IN JCP MEADOWS P.U.D., BEING A RESUBDIVISION OF LOT 1 IN JCP MEADOWS SUBDIVISION, IN THE SOUTHWEST 1/4 OF SECTION 9 AND THE SOUTHEAST 1/4 OF SECTION 9 AND THE SOUTHEAST 1/4 OF SECTION 8, BOTH IN TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THAT PLAT THEREOF RECORDED DECEMBER 18, 1985, AS DOCUMENT 85329240, AND CORRECTED BY A CERTIFICATE OF CORRECTION RECORDED AUGUST 11, 1988 AS DOCUMENT 88364191, AND ALSO OF LOT 1 AND OUTLOT "A" IN MTM RESUBDIVISION, BEING A RESUBDIVISION OF LOT 3 AND OUTLOT "A" IN JCP MEADOWS P.U.D., IN THE SOUTHWEST 1/4 OF SECTION 9, AND THE SOUTHEAST 1/4 OF SECTION 8, BOTH IN TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THAT PLAT THEREOF RECORDED SEPTEMBER 16, 1993, AS DOCUMENT 93742116. DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, ON THE NORTHERLY RIGHT OF WAY OF GOLF ROAD, THENCE NORTH 01 DEGREE 27 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF LOT 1, A DISTANCE OF 544.26 FEET TO A POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREE 27 MINUTES 05 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 385.07; THENCE NORTH 41 DEGREES 09 MINUTES 16 SECONDS EAST, A DISTANCE OF 608.81 FEET, TO THE SOUTHERLY RIGHT OF WAY LINE OF ALGONQUIN ROAD; THENCE SOUTHEASTERLY, ALONG SAID SOUTHERLY LINE, ALONG A CURVE WITH RADIUS OF 2814.79 FEET, HAVING A CHORD BEARING OF SOUTH 48 DEGREES 26 MINUTES 35 SECONDS EAST AND A CHORD DISTANCE OF 40.01 FEET, A DISTANCE 40.01 FEET; THENCE SOUTH 41 DEGREES 09 MINUTES 16 SECONDS WEST, A DISTANCE OF 155.01 FEET; THENCE SOUTH 26 DEGREES 42 MINUTES 39 SECONDS WEST, A DISTANCE OF 29.91 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 44 DEGREES 46 MINUTES 50 SECONDS EAST, A DISTANCE OF 145.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 75.00 FEET; THENCE SOUTH 44 DEGREES 49 MINUTES 56 SECONDS EAST, A DISTANCE OF 504.21 FEET; THENCE NORTH 45 DEGREES 10 MINUTES 04 SECONDS EAST, A DISTANCE OF 123.00 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 10 SECONDS EAST, A DISTANCE OF 40.22 FEET, TO THE SOUTHERLY RIGHT OF WAY LINE OF ALGONQUIN ROAD; THENCE SOUTH 44 DEGREES 46 MINUTES 50 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 125.32 FEET; THENCE SOUTH 86 DEGREES 59 MINUTES 11 SECONDS WEST, A DISTANCE OF 47.86 FEET; THENCE SOUTH 45 DEGREES 10 MINUTES 04 SECONDS WEST, A DISTANCE OF 121.66 FEET; THENCE SOUTH 08 DEGREES 51 MINUTES 37 SECONDS WEST, A DISTANCE OF 117.83 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 400.00 FEET; THENCE SOUTH 70 DEGREES 05 MINUTES 30 SECONDS WEST, A DISTANCE OF 59.50 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 425.00 FEET; TO THE POINT OF BEGINNING. ALL IN COOK COUNTY, ILLINOIS.

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PARCEL 1A:

THAT PART OF LOT 1 IN THE RESUBDIVISION OF THE MARKETPLACE OF ROLLING MEADOWS, ACCORDING TO THAT PLAT THEREOF RECORDED SEPTEMBER 27, 1999 AS DOCUMENT 99910798, BEING A RESUBDIVISION OF LOTS 1, 2, 4 AND 5 IN JCP MEADOWS P.U.D., BEING A RESUBDIVISION OF LOT 1 IN JCP MEADOWS SUBDIVISION, IN THE SOUTHWEST 1/4 OF SECTION 9 AND THE SOUTHEAST 1/4 OF SECTION 9 AND THE SOUTHEAST 1/4 OF SECTION 8, BOTH IN TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THAT PLAT THEREOF DATED DECEMBER 18, 1985, AS DOCUMENT 85329240, AND CORRECTED BY A CERTIFICATE OF CORRECTION RECORDED AUGUST 11, 1988 AS DOCUMENT 88364191, AND ALSO OF LOT 1 AND OUTLOT "A" IN MTM RESUBDIVISION, BEING A RESUBDIVISION OF LOT 3 AND OUTLOT "A" IN JCP MEADOWS P.U.D., IN THE SOUTHWEST 1/4 OF SECTION 9, AND THE SOUTHEAST 1/4 OF SECTION 8, BOTH IN TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THAT PLAT THEREOF RECORDED SEPTEMBER 16, 1993, AS DOCUMENT 93742116, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, ON THE NORTHERLY RIGHT OF WAY OF GOLF ROAD, THENCE NORTH 01 DEGREE 27 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF LOT 1, A DISTANCE OF 544.26 FEET; THENCE NORTH 89 DEGREE 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 425.00 FEET; THENCE NORTH 70 DEGREES 05 MINUTES 30 SECONDS EAST, A DISTANCE OF 59.50 FEET, THENCE NORTH 89 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 400.00 FEET; THENCE SOUTH 08 DEGREES 51 MINUTES 37 SECONDS WEST, A DISTANCE OF 409.27 FEET; THENCE SOUTH 14 DEGREES 30 MINUTES 13 SECONDS WEST, A DISTANCE OF 154.94 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 25.00 FEET; TO THE NORTHERLY RIGHT OF WAY LINE OF GOLF ROAD; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 61.58 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 46.50 FEET; THENCE NORTH 14 DEGREES 30 MINUTES 13 SECONDS EAST, A DISTANCE OF 84.04 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 20.14 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 558.97 FEET; THENCE SOUTH 64 DEGREES 29 MINUTES 39 SECONDS WEST, A DISTANCE OF 105.00 FEET; THENCE SOUTH 00 DEGREES 50 MINUTES 00 SECONDS EAST, A DISTANCE OF 92.01 FEET; TO THE NORTHERLY RIGHT OF WAY LINE OF GOLF ROAD; THENCE NORTH 88 DEGREES 04 MINUTES 15 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET, TO THE POINT OF BEGINNING. ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 1A AFORESAID AND OTHER PROPERTY AS CREATED BY EASEMENT AGREEMENT BETWEEN CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 2, 1970 AND KNOWN AS TRUST NUMBER 56088 AND J. C. PENNEY PROPERTIES, INC., A DELAWARE CORPORATION, DATED DECEMBER 10, 1971 AND RECORDED JANUARY 10, 1972 AS DOCUMENT 21769213 FOR INGRESS AND EGRESS OVER, UPON, AND ACROSS THAT PART OF LOT 4 IN 58-62 VENTURE SUBDIVISION, A SUBDIVISION IN SECTIONS 8 AND 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, SHOWN AS "HATCHED" ON EXHIBIT "B" TO THE AFORESAID

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EASEMENT AGREEMENT AND DESIGNATED AS "TRUST SITE EASEMENT AREA", ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 1A AND RIGHTS TO THE USE OF COMMON AREAS FOR THE PURPOSES FOR WHICH THEY ARE PROVIDED AND INTENDED, INCLUDING, BUT NOT LIMITED TO (A) INGRESS, EGRESS, ACCESS, LOADING AND UNLOADING, PARKING AND VEHICULAR AND PEDESTRIAN TRAFFIC, INCLUDING COMMERCIAL VEHICULAR TRAFFIC SUCH AS DELIVERY TRUCKS, UPON OR ACROSS, AS APPLICABLE, THE PARKING AREAS, ENTRANCES, EXITS, DRIVEWAYS, WALKS OR SERVICE DRIVES LOCATED WITHIN THE COMMON AREAS; (B) INSTALLATION, OPERATION, MAINTENANCE AND USE OF SANITARY SEWERS STORM DRAINS, DETENTION BASINS, WHETHER UNDERGROUND OR AT GRADE, WATER, ELECTRIC AND GAS LINES, TELEPHONE LINES, VAULTS, CONDUITS AND TRANSFORMERS AND OTHER UTILITY LINES AND RELATED FACILITIES (WHICH SHALL BE LOCATED UNDERGROUND WHENEVER FEASIBLE); AND (C) USE OF LANDSCAPING, DIRECTION SIGNS AND OTHER AREAS INTENDED FOR COMMON USE, OVER THE LAND AS DESCRIBED IN SAID INSTRUMENT, AS SET FORTH IN THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS DATED JUNE, 1999 AND RECORDED JUNE 23, 1999 AS DOCUMENT NO. 99606491 MADE BY REPUBLIC BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 22, 1997 AND KNOWN AS TRUST NUMBER 1391 AND AS CREATED BY THE DEED FROM REPUBLIC BANK OF CHICAGO AS TRUSTEE UNDER TRUST NUMBER 1391 TO FIRST AMERICAN BANK DATED JULY 10, 2000 AND RECORDED JULY 27, 2000 AS DOCUMENT 00568873.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 1A FOR INGRESS AND EGRESS FOR VEHICULAR TRAFFIC OVER AND ACROSS THE PORTION OF THE FRONTAGE ROAD RUNNING EAST AND WEST ON THE NORTHERLY PORTION OF THE OUTLOT AS DEPICTED BY CROSS-HATCHING ON THE DRAWING ATTACHED HERETO TO EXHIBIT D, AS SET FORTH IN THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS DATED JULY 10, 2000 AND RECORDED JULY 27, 2000 AS DOCUMENT NO. 00568872 MADE BY REPUBLIC BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 22, 1997 AND KNOWN AS TRUST NUMBER 1391.

PARCEL 5:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 1A FOR INGRESS AND EGRESS FOR VEHICULAR TRAFFIC OVER AND ACROSS THE ACCESS AND DRIVEWAY PORTIONS OF THE COMMON AREA OF THE CENTER; THE PORTION OF THE FRONTAGE ROAD RUNNING EAST AND WEST ON THE NORTHERLY PORTION OF THE OUTLOT AS SET FORTH IN THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS DATED JULY 21, 2000 AND RECORDED JULY 27, 2000 AS DOCUMENT NO. 00568875 MADE BY REPUBLIC BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 22, 1997 AND KNOWN AS TRUST NUMBER 1391 AND SOUTHWIND FINANCIAL, LTD. AN ILLINOIS CORPORATION.

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PARCEL 6:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION RECORDED JULY 7, 1976 AS DOCUMENT NUMBER 23549143 MADE BY J.C. PENNEY PROPERTIES, INC., A DELAWARE CORPORATION TO USE, MAINTAIN, REPAIR, REPLACE AND RELOCATE UTILITIES.

Common Property Address: 1460 & 1470 Golf Road, Rolling Meadows, Illinois 60008

Tax ID Numbers: 08-08-403-035-0000
 08-08-403-036-0000
 08-09-302-033-0000
 08-09-302-034-0000

Property of Cook County Clerk's Office