

UNOFFICIAL COPY

Doc#: 1531349151 Fee: \$72.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/09/2015 11:39 AM Pg: 1 of 13

Return to:
David J. O'Keefe
Schain, Banks, Kenny & Schwartz, Ltd.
70 W. Madison St., Ste. 5300
Chicago, IL 60602

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Tenant: ALDI INC., an Illinois corporation

Landlord: SHUBERT DEVELOPMENT PARTNERS, LLC, a Colorado limited liability company

Mortgagee: Bridgeview Bank Group

Legal Description: See Exhibit A

Commonly Known as: 4633-35 & 4645 W. Diversey Ave.
Chicago, IL 60639

PIN: 13-27-301-005-0000
13-27-301-008-0000
13-27-301-011-0000

UNOFFICIAL COPY

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Prepared by and after
Recording return to:
David J. O'Keefe
Schain Banks
Three First National Plaza
70 W. Madison Street, Suite 5300
Chicago, IL 60602

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of November 5, 2015, by SHUBERT DEVELOPMENT PARTNERS, LLC, a Colorado limited liability company ("Landlord"), BRIDGEVIEW BANK GROUP (along with its affiliates, successors and assigns, "Lender"), and ALDI INC., an Illinois corporation ("Tenant").

RECITALS:

1. Lender is or will be the holder of one or more fee mortgages (as amended from time to time, the "Mortgages") encumbering the property which is legally described on EXHIBIT A hereto (the "Mortgaged Property").

2. Tenant is now (or may in the future become) a ground lessee of the Mortgaged Property by virtue of a ground lease agreement (such ground lease agreement together with all amendments and modifications thereof, hereinafter being referred to as "Lease"), pursuant to which Tenant leased certain premises ("Leased Premises") within the Mortgaged Property from Landlord.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. Subordination and Waiver. Tenant covenants with Lender that the Lease shall be subject and subordinate to the lien and all other provisions of the Mortgages and to all modifications and extensions thereof, to the full extent of all principal, interest and all other amounts now or hereafter secured thereby and with the same force and effect as if the Mortgages had been executed and delivered prior to the execution and delivery of the Lease. Notwithstanding the foregoing, Lender hereby agrees that insurance proceeds and condemnation awards (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any of the Mortgaged Property, shall be applied in accordance with the terms of the Lease.

UNOFFICIAL COPY

2. **Collateral Assignment of Lease.** Landlord and Tenant represent and warrant to Lender that the fully executed copy of the Lease provided to Lender is true, correct and complete copy of the Lease. Tenant acknowledges that Landlord has collaterally assigned to Lender all leases affecting the Mortgaged property, including the Lease, and the rents and other amounts, including, without limitation, lease termination fees, if any, due and payable under such Lease. In connection therewith, Tenant agrees that, upon receipt of a notice of a default by Landlord under such assignment and a demand by lender for direct payment to Lender of the rents due under the Lease, Tenant will honor such demand and make all subsequent rent payments directly to Lender. Tenant further agrees that any termination fees payable under the Lease shall be paid to lender. Tenant agrees that Lender shall have the same rights as Landlord under the Lease with regard to any assignment of sublease.

3. **Estoppel Certificate.** Tenant acknowledges to Lender that (a) the Lease is in full force and effect; (b) no default exists on the part of Landlord or Tenant under the Lease; (c) Tenant agrees that it shall not prepay any rents under the Lease more than one month from the date when such rents are due; (d) Tenant does not now have or hold any claim or defense against Landlord which might be set off or credited against future accruing rents or which might otherwise excuse Tenant's performance under the lease; and (e) Tenant has no options, rights of first offer or rights of first refusal to purchase the Mortgaged property or any portion hereof; except as specifically provided in the Lease.

4. **Lender's Right to Cure.** Prior to pursuing any remedy available to Tenant under the Lease, at law or in equity, as a result of any failure of Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by Landlord under the Lease (any such failure hereinafter referred to as a "Landlord's Default"), Tenant shall: (a) provide Lender with a notice of Landlord's Default specifying the nature thereof, the section of the Lease under which same arose and the remedy or remedies which Tenant may elect under the terms of the Lease or otherwise, and (b) allow Lender not less than thirty (30) days following delivery of such notice of Landlord's Default to cure the same; provided, however, that, if such Landlord's Default is non-monetary and not readily curable within such thirty (30) day period, Tenant shall give Lender such additional time (not to exceed an additional ninety (90) days) as Lender may reasonably need to obtain possession and control of the Mortgaged Property and to cure such Landlord's Default so long as Lender commences to obtain possession and control and cure within such thirty (30) day period and is diligently pursuing a cure. Tenant shall not terminate the Lease as a result of any Landlord's Default unless Lender fails to cure same within the time period specified above. Lender shall not be required to cure any Landlord's Default.

5. **Non-Disturbance and Attornment.** So long as Tenant complies with this Agreement and is not in default beyond any applicable cure period under any provisions of the Lease, the Lease shall continue in full force and effect and Lender will not disturb the possession of Tenant, subject to this Agreement. If Lender or any future holder of the Mortgage shall become the owner of the Mortgaged Property by

UNOFFICIAL COPY

reason of foreclosure of the Mortgages or otherwise, or if the Mortgaged Property shall be sold as a result of any action or proceeding to foreclose the Mortgages or transfer of ownership by deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant and the new owner of the Mortgaged property as "Landlord" upon all same terms, covenants and provisions contained in the Lease (subject to the exclusions set forth in subparagraphs (b) and (c) below), and in such event:

- (a) Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if Tenant elects or has elected to exercise its options to extend the term), and Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "landlord" under the Lease without any additional documentation to effect such attornment (provided, however, if applicable law shall require additional documentation at the time Lender exercises its remedies then Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law);
- (b) Such new owner shall be bound to Tenant under all the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if Tenant elects or has elected to exercise its options to extend the term); provided, however, that such new owner shall not be;
- i. Liable for any act or omission of any prior landlord (including Landlord);
 - ii. Subject to any offsets or defenses which Tenant has against any prior landlord (including Landlord), except that Tenant, shall be entitled to any rent abatement or credit provided for in the Lease, and provided that nothing herein shall prohibit tenant from being able to assert any defense or offset arising after such new owner succeeds to such interest;
 - iii. Bound by an base rent, percentage rent, additional rent or any other amounts payable under the Lease which Tenant might have paid in advance for more than the current a month to any prior landlord (including Landlord), except for estimated payment of Common Area Charges that Tenant is required to pay under the terms of the Lease;
 - iv. Liable to refund or otherwise account to Tenant for any security deposit not actually paid over to such new owner by Landlord;
 - v. Bound by any amendment or modification of the Lease made without Lender's consent, which consent shall not be unreasonably withheld or delayed;

UNOFFICIAL COPY

- vi. Liable for any breach by any prior landlord (including Landlord) of any representation of warranty or indemnity agreement contained in the Lease or otherwise made or bound by any representation or warranty contained in the Lease or otherwise made by any prior landlord (including Landlord);
 - vii. Obligated to obtain any zoning variation or permit for Tenant, provided that a failure to deliver the foregoing that is required in accordance with the terms of the Lease shall constitute a default thereunder;
 - viii. Obligated to deliver any title policy or survey to Tenant, provided that a failure to deliver the foregoing that is required in accordance with the terms of the Lease shall constitute a default thereunder;
 - ix. Obligated to perform any work for Tenant including, without limitation, "Landlord's Work" as defined in the Lease, or to obtain or provide any warranty with respect to same (or ensure that warranty work is performed), except for Landlord's maintenance obligations under the Lease. Notwithstanding the foregoing, if Landlord has failed to perform Landlord's Work with respect to Tenant's initial occupancy of the Leased Premises and such new owner does not agree in writing within thirty (30) days after Tenant's demand after the date of attornment to complete such Landlord's Work within a reasonable period of time, then Tenant, as its sole remedy, shall have the right to elect either to terminate the Lease by written notice or such owner or to complete and pay for such Landlord's Work and offset all reasonable costs thereby incurred (the "Construction Costs"), together with interest on the unrecovered balance of Construction Cost, against any Rent thereafter payable, until tenant shall have so recovered the entire Construction Cost;
 - x. Obligated to fund any construction escrow or completion escrow; or
 - xi. Personally liable or obligated to perform any such term, covenant or provision, such new owner's liability being limited in all cases to its interest in the Mortgaged Property.
- (c) As to Lender, but not as to any other new owner of the Mortgaged Property, the provisions of Section 20 of the Lease shall not require lender, as a new owner of the Mortgaged property, to give Tenant a second opportunity to negotiate a purchase in the event Lender has not entered into a sale agreement within one (1) year following Tenant's initial sixty (60) day option period.
6. Notices. Any notice required hereunder shall be sent to Tenant, Landlord or Lender (as applicable) via hand delivery, via nationally recognized overnight courier, or via

UNOFFICIAL COPY

registered or certified U.S. mail, return receipt requested, sent to the address listed below (or any different address specified by Tenant in writing to Lender) and shall be deemed served; (a) on the date delivered if hand delivered or on the next business day if sent by nationally recognized overnight courier, or (b) three (3) days after mailing the notice if served by registered or certified mail. The address for notices may be changed by a party by giving written notice thereof to all parties in accordance with this section. Copies of notices served on the Lender shall also be sent to Schain Banks, Three First National Plaza, 70 W. Madison Street, Suite 5300, Chicago, IL 60602, attention: David J. O'Keefe (but the failure to give such a copy shall not otherwise invalidate any notice properly served upon the Lender).

7. **Lender's Reliance.** Tenant acknowledges and agrees that Lender will be relying on the representations, warranties, covenants and agreements of Tenant contained herein and that any default by Tenant hereunder shall permit Lender, at its option, to exercise any and all of its rights and remedies at law and in equity against Tenant and to join Tenant in a foreclosure action thereby termination Tenant's right, title and interest in and to the Lease Premises.
8. **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of Lender, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.
9. **Counterparts/Headings.** This Agreement may be executed in multiple counterparts of all of such counterparts together shall constitute one and the same Agreement. The headings used herein are for the convenience of the parties and shall not affect the substantive interpretation of this Agreement.
10. **Limitation of Lender's Liability.** Tenant hereby acknowledges that any liability which Lender may at any time or in any manner may have to tenant with respect to the Mortgaged property or the Lease shall be limited to the Lender's interest in the Mortgaged property. In that regard, any judgment or claim which Tenant may hold against Lender for any reason shall be exercised by Tenant only against the Lender's interest in the Mortgaged Property and not any against any other assets of the Lender.
11. **Waiver of Trial by Jury.** TENANT, LANDLORD AND LENDER, EACH HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
12. **Estoppel Certificates.** Tenant's duty to provide estoppel certificate under Section 29 of the Lease shall also run in favor of Lender, at lender's request.

UNOFFICIAL COPY

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

TENANT:

Address:

1200 North Kirk Road
Batavia, Illinois 60510
Attn: Director of Real Estate

ALDI INC., an Illinois corporation

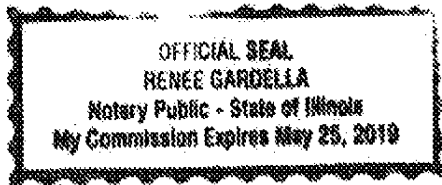
By: Laura Branneman
Name: Laura Branneman
Title: Vice President

STATE OF ILLINOIS

COUNTY OF DuPage

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Laura Branneman the Vice President of ALDI INC., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged before me that she signed and delivered the said instrument as her free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposed therein set forth.

GIVEN under my hand and Notarial Seal, this 2nd day of October, 2015.



Renee Gardella
Notary Public

[signatures continue on following pages]

UNOFFICIAL COPY

LANDLORD:

Address:

100
270 St, Paul Street, Suite 300
Denver, CO 80206
Attn: Mike Fieda Jr.

**SHUBERT DEVELOPMENT PARTNERS,
LLC**, a Colorado limited liability company

By Saint Joseph Charitable Foundation, Sole
Member

By: _____
Name: _____
Title: _____

STATE OF Colorado)
) SS
COUNTY OF Denver)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that John Ross, the Sole member of Saint
Joseph Charitable Foundation, the Sole Member of **SHUBERT DEVELOPMENT
PARTNERS, LLC**, a Colorado limited liability company, personally known to me to be the
same person whose name is subscribed to the foregoing instrument, appeared before me this day
in person, and acknowledged before me that he signed and delivered the said instrument as his
free and voluntary act, and as the free and voluntary act of said company, for the uses and
purposed therein set forth.

GIVEN under my hand and Notarial Seal, this 6th day of October, 2015.



[Signature]
Notary Public [Signature] 8/14/16

[signatures continue on following pages]

UNOFFICIAL COPY

Address:

1970 North Halsted Street
Chicago, Illinois 60614
Attn: Joseph Rubinas

LENDER:

BRIDGEVIEW BANK GROUP

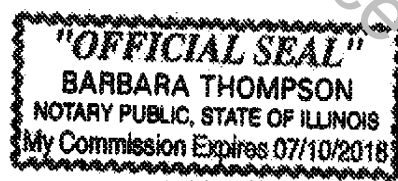
By: [Signature]
Name: Joseph Rubinas
Title: vice president

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph Rubinas, the vice president of **BRIDGEVIEW BANK GROUP**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged before me that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 9th day of October, 2015.

[Signature: Barbara Thompson]
Notary Public



UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 2 - PARKING LOT PARCEL

THAT PART OF LOTS 6, 7, 11 THROUGH 16, INCLUSIVE, LOTS 23 THROUGH 33, INCLUSIVE, THE EAST AND WEST 15 FOOT ALLEY NOW VACATED LYING SOUTH OF AND ADJOINING LOTS 23 THROUGH 33, INCLUSIVE, AND THAT PART OF A STRIP OF LAND BETWEEN LOTS 6 TO 10, BOTH INCLUSIVE, AND LOT 11 WHICH WAS SHOWN ON THE PLAT OF S.S. HAYES KELVYN GROVE ADDITION TO CHICAGO AS A PRIVATE ALLEY WHICH HAS NOW BEEN TERMINATED BY THE OWNERS OF ALL THE ABUTTING LOTS BY DECLARATION OF TERMINATION RECORDED AS DOCUMENT NO. 12919799, ALL IN BLOCK 3 IN S.S. HAYES KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 19 IN BLOCK 3 OF SAID S.S. HAYES KELVYN GROVE ADDITION TO CHICAGO; THENCE NORTH 88 DEGREES 35 MINUTES 38 SECONDS EAST, ALONG THE NORTH LINES OF LOTS 19 THROUGH 23 INCLUSIVE IN BLOCK 3 IN S.S. HAYES KELVYN GROVE ADDITION TO CHICAGO, ALSO BEING THE SOUTH LINE OF WEST DIVERSEY AVENUE, 108.51 FEET TO A POINT ON A LINE 108.50 FEET (AS MEASURED AT RIGHT ANGLES) EAST OF AND PARALLEL WITH THE EAST LINE OF NORTH KILPATRICK AVENUE, ALSO BEING THE WEST LINE OF SAID LOTS 18 AND 19, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 88 DEGREES 35 MINUTES 38 SECONDS EAST, ALONG THE SOUTH LINE OF WEST DIVERSEY AVENUE, ALSO BEING THE NORTH LINE OF SAID LOTS 23 THROUGH 33 INCLUSIVE, A DISTANCE OF 279.77 FEET TO A POINT ON THE EAST LINE OF SAID LOT 33, ALSO BEING THE WEST LINE OF A NORTH SOUTH VACATED ALLEY ADJOINING SAID LOT 33; THENCE SOUTH 02 DEGREES 01 MINUTES 09 SECONDS EAST, ALONG SAID LAST DESCRIBED LINE, 125.21 FEET TO A POINT ON THE SOUTH LINE OF SAID EAST AND WEST 15 FOOT ALLEY NOW VACATED LYING SOUTH OF AND ADJOINING LOTS 23 THROUGH 33, INCLUSIVE; THENCE NORTH 88 DEGREES 35 MINUTES 08 SECONDS EAST, ALONG SAID SOUTH LINE AND ITS EASTERLY EXTENSION, 13.56 FEET TO A POINT 1.44 FEET WEST OF THE NORTHWEST CORNER OF SAID LOT 6; THENCE SOUTHEASTERLY 44.35 FEET, ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 355.06 FEET AND WHOSE CHORD BEARS SOUTH 46 DEGREES 28 MINUTES 57 SECONDS EAST, 44.32 FEET TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 88 DEGREES 35 MINUTES 38 SECONDS WEST, ALONG A LINE PARALLEL TO THE SOUTH LINE OF WEST DIVERSEY AVENUE, 29.45 FEET; THENCE SOUTH 01 DEGREES 24 MINUTES 22 SECONDS EAST, PERPENDICULAR TO THE LAST COURSE, 24.67 FEET; THENCE SOUTH 88 DEGREES 35 MINUTES 38 SECONDS WEST, ALONG A

UNOFFICIAL COPY

LINE PARALLEL TO THE SOUTH LINE OF WEST DIVERSEY AVENUE, 113.17 FEET; THENCE NORTH 01 DEGREES 24 MINUTES 22 SECONDS WEST, PERPENDICULAR TO THE LAST COURSE, 8.73 FEET; THENCE SOUTH 88 DEGREES 35 MINUTES 38 SECONDS WEST, ALONG A LINE PARALLEL TO THE SOUTH LINE OF WEST DIVERSEY AVENUE, 181.18 FEET TO A POINT ON A LINE 108.50 FEET (AS MEASURED AT RIGHT ANGLES) EAST OF AND PARALLEL WITH THE EAST LINE OF WEST KILPATRICK AVENUE, ALSO BEING THE WEST LINE OF SAID LOTS 18 AND 19; THENCE NORTH 02 DEGREES 08 MINUTES 49 SECONDS WEST, ALONG SAID LAST DESCRIBED LINE, 182.45 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5 (A-LDI)

THAT PART OF LOTS 7, 8, 9, 10 AND THAT PART OF THE STRIP OF LAND BETWEEN LOTS 6 TO 10 BOTH INCLUSIVE AND LOT 11 WHICH WAS SHOWN ON THE PLAT OF S.S. HAYES' KELVYN GROVE ADDITION TO CHICAGO AS A 15 FOOT PRIVATE ALLEY BUT WHICH HAS NOW BEEN TERMINATED BY THE OWNERS OF ALL OF THE ABUTTING LOTS BY DECLARATION OF TERMINATION RECORDED AS DOCUMENT NUMBER 12919799, (EXCEPT THAT PART LYING NORTHEASTERLY OF A LINE HEREAFTER REFERRED TO AS LINE "B", DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1.44 FEET WEST OF THE NORTHWEST CORNER OF LOT 6, THENCE SOUTHEASTERLY AT A RADIUS OF 355.06 FEET, AN ARC DISTANCE OF 182.95 FEET MORE OR LESS THEREOF TO A POINT 2.13 FEET WEST OF THE SOUTHEAST CORNER OF LOT 10); ALSO PART OF LOTS 11, 12, 13 AND 14 ALL IN BLOCK 3 IN S.S. HAYES' KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PART OF VACATED WEST PARKER AVENUE VACATED BY ORDINANCE PASSED DECEMBER 23, 1957 AND RECORDED JANUARY 7, 1958 AS DOCUMENT NUMBER 17104154, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 10 IN BLOCK 3, THENCE SOUTH 88 DEGREES 34 MINUTES 17 SECONDS WEST, ALONG AN ASSUMED BEARING, BEING THE SOUTH LINE OF SAID LOT 10 IN BLOCK 3, ALSO BEING THE NORTH LINE OF VACATED WEST PARKER AVENUE 61.60 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 24 MINUTES 22 SECONDS EAST 1.09 FEET; THENCE SOUTH 88 DEGREES 35 MINUTES 38 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF WEST DIVERSEY AVENUE, 177.74 FEET TO A POINT ON THE WEST LINE OF SAID VACATED WEST PARKER AVENUE; THENCE NORTH 01 DEGREES 57 MINUTES 34 SECONDS WEST, ALONG SAID WEST LINE, 1.02 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 13; THENCE SOUTH 88 DEGREES 34 MINUTES 17 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOTS 13 AND 14, A DISTANCE OF 26.75 FEET; THENCE NORTH 01 DEGREES 24 MINUTES 22 SECONDS WEST 103.06 FEET; THENCE NORTH 88 DEGREES 35 MINUTES 38 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF WEST DIVERSEY AVENUE, 51.83 FEET; THENCE SOUTH 01 DEGREES 24 MINUTES 22 SECONDS EAST, PERPENDICULAR TO

UNOFFICIAL COPY

THE LAST COURSE, 8.73 FEET; THENCE NORTH 88 DEGREES 35 MINUTES 38 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF WEST DIVERSEY AVENUE, 113.17 FEET; THENCE NORTH 01 DEGREES 24 MINUTES 22 SECONDS WEST, PERPENDICULAR TO THE LAST COURSE, 24.67 FEET; THENCE NORTH 88 DEGREES 35 MINUTES 38 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF WEST DIVERSEY AVENUE, 29.45 FEET TO A POINT ON SAID LINE "B"; THENCE SOUTHEASTERLY 15.56 FEET ALONG SAID LINE "B" BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 355.06 FEET AND WHOSE CHORD BEARS SOUTH 41 DEGREES 38 MINUTES 57 SECONDS EAST 15.55 FEET; THENCE SOUTH 01 DEGREES 24 MINUTES 22 SECONDS EAST NON-TANGENT TO THE LAST DESCRIBED COURSE 107.04 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6 (ALDI PART OF VACATED WEST PARKER AVENUE)

THAT PART OF VACATED WEST PARKER AVENUE VACATED BY ORDINANCE PASSED DECEMBER 23, 1957 AND RECORDED JANUARY 7, 1958 AS DOCUMENT NUMBER 17104154, IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 10 IN BLOCK 3 IN S.S. HAYES' KELVYN GROVE ADDITION TO CHICAGO; THENCE SOUTH 88 DEGREES 34 MINUTES 17 SECONDS WEST, ALONG AN ASSUMED BEARING, BEING THE SOUTH LINE OF SAID LOT 10 IN BLOCK 3, ALSO BEING THE NORTH LINE OF VACATED WEST PARKER AVENUE 61.60 FEET; THENCE SOUTH 01 DEGREES 24 MINUTES 22 SECONDS EAST, 1.09 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 01 DEGREES 24 MINUTES 22 SECONDS EAST, 8.91 FEET TO A POINT ON A LINE 10.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID VACATED WEST PARKER AVENUE; THENCE SOUTH 88 DEGREES 34 MINUTES 17 SECONDS WEST, ALONG SAID PARALLEL LINE, 177.65 FEET TO A POINT ON THE WEST LINE OF SAID VACATED WEST PARKER AVENUE; THENCE NORTH 01 DEGREES 57 MINUTES 34 SECONDS WEST, ALONG SAID WEST LINE, 8.98 FEET; THENCE NORTH 88 DEGREES 35 MINUTES 38 SECONDS EAST, 177.74 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 8 (FUTURE RETAIL)

THAT PART OF LOTS 14 THROUGH 16, BOTH INCLUSIVE, IN BLOCK 3 IN S.S. HAYES' KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 19 IN SAID S.S. HAYES' KELVYN GROVE ADDITION TO CHICAGO; THENCE SOUTH 02 DEGREES 08

UNOFFICIAL COPY

MINUTES 49 SECONDS EAST, ALONG THE EAST LINE OF NORTH KILPATRICK AVENUE, 204.60 FEET TO A POINT ON A LINE LYING 81.00 FEET (AS MEASURED AT RIGHT ANGLES) NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST PARKER AVENUE, ALSO BEING THE SOUTH LINE OF LOTS 14 THROUGH 18; THENCE NORTH 88 DEGREES 34 MINUTES 17 SECONDS EAST, ALONG SAID LAST DESCRIBED LINE, 108.51 FEET TO A POINT ON A LINE 108.50 FEET (AS MEASURED AT RIGHT ANGLES) EAST OF AND PARALLEL WITH THE EAST LINE OF NORTH KILPATRICK AVENUE, ALSO BEING THE WEST LINE OF SAID LOTS 18 AND 19, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 02 DEGREES 08 MINUTES 49 SECONDS WEST, ALONG SAID LAST DESCRIBED LINE, 22.11 FEET; THENCE NORTH 88 DEGREES 35 MINUTES 38 SECONDS EAST, ALONG A LINE PARALLEL TO THE SOUTH LINE OF WEST DIVERSEY AVENUE, 129.35 FEET; THENCE SOUTH 01 DEGREES 24 MINUTES 22 SECONDS EAST, 103.06 FEET TO A POINT ON THE NORTH LINE OF SAID WEST PARKER AVENUE, ALSO BEING THE SOUTH LINE OF SAID LOTS 14 THROUGH 16, INCLUSIVE; THENCE SOUTH 88 DEGREES 34 MINUTES 17 SECONDS WEST, ALONG SAID LAST DESCRIBED LINE, 137.58 FEET; THENCE NORTH 01 DEGREES 25 MINUTES 43 SECONDS WEST, PERPENDICULAR TO THE LAST COURSE, 26.50 FEET; THENCE NORTH 88 DEGREES 34 MINUTES 17 SECONDS EAST, PARALLEL TO SAID WEST PARKER AVENUE, 8.55 FEET; THENCE NORTH 01 DEGREES 25 MINUTES 43 SECONDS WEST, PERPENDICULAR TO THE LAST COURSE, 54.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PINS: 13-27-301-005-0000
 13-27-301-008-0000
 13-27-301-011-0000

ADDRESS OF PROPERTY: 4633-35 & 4645 W. DIVERSEY AVE.
 CHICAGO, ILLINOIS 60639