



1531616012

PREPARED BY AND
After Recording

Return to:

Betsy Waterman, Esq.
The Wendy's Company
4288 W. Dublin-Granville Road
Dublin, OH 43017

Doc#: 1531616012 Fee: \$58.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/12/2015 10:43 AM Pg: 1 of 11

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "**Agreement**"), is made and entered into as of the 10th day of September, 2015, by and between **WENDY'S PROPERTIES, LLC**, a Delaware limited liability company, having an address c/o The Wendy's Company, 4288 West Dublin-Granville Road, Dublin, Ohio 43017, Attn: Lease Management (Unit #10420) ("**Tenant**"), **PULASKI PROMENADE, LLC**, a Delaware limited liability company, having an address of c/o Inland Real Estate Corporation, 2901 Butterfield Road, Oak Brook, Illinois 60523, Attn: Mark Zalatoris ("**Landlord**"), and **ASSOCIATED BANK, NATIONAL ASSOCIATION**, a national banking association, having an address of 525 West Monroe Street, Suite 2400, Chicago, Illinois 60661, Attn: Real Estate Group ("**Lender**").

W I T N E S S E T H:

WHEREAS, Lender has made a loan to Landlord (the "**Loan**") secured by that certain Construction Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents, dated September 10, 2014, recorded on September 10, 2014 as Document No. 1425322084 in the land records of Cook County, Illinois (hereinafter collectively called the "**Mortgage**" and, collectively with any and all other documents evidencing, securing or pertaining thereto and/or to the Mortgage or the Loan, or to be secured, thereby, the "**Mortgage Documents**"), encumbering the Landlord's interest and title in and to certain premises as the same are described on **Exhibit A** attached hereto and incorporated herein by this reference (the "**Premises**"), and such other properties and interests as are described therein, and encumbering all of Landlord's rights, title and interest in and to the Lease (as described below) and the leasehold estate created thereby to secure the payment of the indebtedness described in the Mortgage; and

WHEREAS, Landlord and Tenant have entered into that certain Ground Lease Agreement dated as of August 10, 2015 evidenced by that certain Memorandum of Lease, to be recorded in the land records of Cook County, Illinois (as the same may have been modified and amended as of the date hereof, collectively, the "**Lease**"), pertaining to the leasing by Landlord, as "Landlord", to Tenant, as "Tenant" of the Premises, and which Lease is subject to the condition that this Agreement be executed and delivered by and among the parties hereto; and such Lease is incorporated herein by this reference and made a part hereof; and

WHEREAS, the parties hereto desire to enter into this Agreement in order to set forth the terms and conditions upon which Tenant shall attorn to Lender upon certain conditions, Lender shall recognize the Lease and agrees not to disturb same or Tenant's peaceful possession and quiet enjoyment of the Premises pursuant to the Lease, all upon certain conditions, and certain other matters.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, Lender, Landlord and Tenant, as Tenant, hereby covenant and agree as follows:

A

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1. Non-Disturbance. So long as no default exists nor any event has occurred which has continued to exist for such period of time (after notice, if any, required by the Lease) as would entitle the Landlord, as "Landlord" under the Lease to terminate the Lease or would cause, without any further action on the part of Landlord, the termination of the Lease or would entitle such Landlord to dispossess the Tenant thereunder, the Lease shall not be terminated, nor shall the Tenant's use, possession or enjoyment of the Premises be interfered with, nor shall the leasehold estate granted by the Lease be affected in any other manner, by any exercise of the power of sale contained in the Mortgage, or by any judicial or non-judicial foreclosure, conveyance in lieu of foreclosure or any action or proceeding instituted under or in connection with the Mortgage or in case the Lender takes possession of the property described in the Mortgage pursuant to any provisions thereof, unless the Landlord under the Lease would have had such right if the Mortgage had not been made; provided, that any such sale, foreclosure or taking of possession of the property shall be subject to the Lease and its terms, including, without limitation, any and all pre-clearance first refusal rights contained therein (if any) as well as any and all extension and renewal rights. Said Lease and its terms shall be binding upon the person or entity acquiring the interest of the Landlord under the Lease as a result of any such action or proceeding and the successors and assigns thereof (said person or entity and its successors and assigns being hereinafter called the "Purchaser"), except that the Purchaser shall not be: (a) liable for any act or omission of any prior Landlord under the Lease (except to the extent, if any, that the same constitutes a continuing dispute thereunder, and then only to the extent that such dispute occurs after the Purchaser has become the Landlord); or (b) subject to any offsets or defenses which the Tenant under the Lease might have against any prior Landlord under the Lease (except to the extent that the same accrue or arise after Lender becomes a mortgagee-in-possession or the Mortgagee or Purchaser becomes the Landlord under the Lease); or (c) bound by any base rent, or any other rental or other payments which the Tenant under the Lease might have paid for more than the current month (i.e. as of the month such party becomes the Landlord) to any prior Landlord under the Lease.

2. Attornment and Recognition. If the interests of the Landlord under the Lease shall be transferred by reason of the exercise of the power of sale or any other provision contained in the Mortgage, or by any foreclosure or other proceeding for enforcement of the Mortgage, (a) the Tenant thereunder shall be bound to the Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the term thereof and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if the Purchaser were the original Landlord under the Lease, (b) Tenant, as Tenant under the Lease, does hereby attorn to the Purchaser, including the Lender if it be the Purchaser, as its Landlord under the Lease, and (c) Purchaser, including without limitation Lender if it be the Purchaser, does hereby recognize the Lease and the rights, title and interest of Tenant thereunder. Said attornment and recognition shall be effective and self-operative without the execution of any further instruments by Tenant or by Purchaser, upon receipt by Tenant of written notice of the succession by Purchaser to the interest of the Landlord under the Lease. The respective rights and obligations of Purchaser and of the Tenant under the Lease upon such attornment and recognition, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth in the Lease, except as otherwise expressly provided herein. Purchaser, including without limitation Lender if it be the Purchaser, Landlord and Tenant hereby agree that Tenant shall commence payment of rent under the Lease to Purchaser upon receipt by Tenant of a written demand therefor, which demand shall include a current payment address for Purchaser. Upon commencement of such rental payments to Purchaser, Tenant shall have no further liability to Landlord for any rental due under the Lease arising after the date upon which Tenant receives Purchaser's written demand.

3. Subordination. Subject to the terms and conditions of this Agreement, (a) Tenant hereby subordinates all of its right, title and interest, as Tenant under the Lease, to the right, title and interest of the Lender under the Mortgage, and (b) Tenant hereby agrees that the Lease now is and shall at all times

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continue to be subject and subordinate in each and every respect to the Mortgage and to any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgage.

4. Assignment of Rents; Notice to Tenant. Tenant acknowledges that Landlord has or will have, as part of its loan transaction with Lender, assigned the Lease to Lender and that Lender has, or will have, a license to collect the rent due thereunder. Tenant agrees that anytime it receives written notice from Lender requesting that the rent and all other sums due Landlord under the Lease be paid to Lender or its designees, that, provided such notice includes remittance instructions and a completed W-9 form, Tenant hereby agrees to honor such request and will within thirty (30) days after receipt of such written notice, pay such sum directly to Lender or its designee without legal process or the necessity of proof of Landlord's default under the Loan Documents, and Landlord irrevocably consents to Tenant's reliance on such notice from Lender and shall hold Tenant harmless for performance thereunder. Such payment by Tenant will continue until the first to occur of the following: (a) the Lease expires pursuant to its terms and no further amounts are payable by Tenant thereunder; (b) Lender gives Tenant written notice that the rents and other payments are to be paid to Landlord; or (c) Lender gives Tenant written notice that a purchaser has succeeded to the interests of Landlord and Lender under the Lease, after which time the rent and all other sums due under the Lease will be paid as directed by such purchaser. Payment of rents to Lender as provided for hereunder shall not be deemed to: (i) cause Lender to succeed to or to assume any obligations or responsibilities of Landlord under the Lease or, (ii) relieve Landlord of any obligations under the Lease.

5. Use of Insurance or Condemnation Proceeds. Lender hereby covenants and agrees that any and all insurance proceeds payable under those policies of insurance maintained pursuant to the Lease and arising by reason of destruction or damage of the Premises, or any condemnation award acquired by Lender as a result of the condemnation of all or any part of the Premises, shall be used for restoration and repair to the extent required by the Lease, and shall otherwise be used and applied in accordance with and subject to the terms and conditions of the Lease.

6. Notices. Tenant agrees to give written notice to Lender (and to any successor in interest to Lender of which Tenant has been notified in writing) of any default of the Landlord under the Lease if such default is of such a nature as to give Tenant a right to terminate the Lease. Lender shall have the option, in Lender's sole discretion, to elect to cure any such default for or on behalf of Landlord, and Tenant shall permit Lender or its designees to cure such default within the greater of (a) such time as Landlord is permitted to cure under the Lease, or (b) thirty (30) days from Lender's receipt of such notice, provided, however that if possession of the Property is necessary to cure such default, such period shall be extended for a reasonable period of time during which Tenant may exercise all its remedies under the Lease except termination. No termination of the Lease by Tenant related to any default of Landlord shall be effective so long as Lender elects to cure such default within such time period and thereafter diligently pursues such cure to completion. Notices hereunder shall be delivered to the parties at the addresses set forth above, or to such other address as may be designated by written notice from time to time.

7. Title of Paragraphs. The titles of the paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

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9. Provisions Binding. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Lender, Purchaser, Landlord and Tenant, and upon such parties.

10. Miscellaneous. Notwithstanding anything contained herein to the contrary, this Agreement is conditioned and contingent upon Tenant's receipt of a fully executed original of this Agreement.

[Signatures on Next Page]

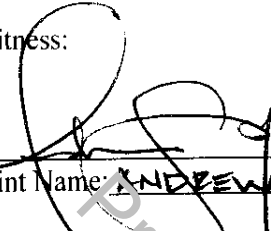
Property of Cook County Clerk's Office

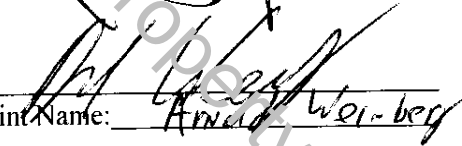
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IN WITNESS WHEREOF, the Landlord, Tenant and Lender have executed this Agreement as of the date first written above.

Signed, sealed and delivered in the presence of:

Witness:

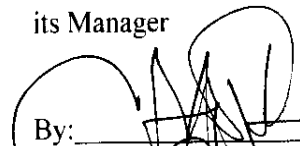

Print Name: ANDREW SAVOY


Print Name: Andrew Weisberg

LANDLORD:

PULASKI PROMENADE, LLC,
a Delaware limited liability company

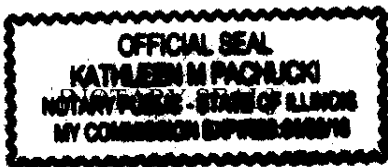
By: **IBT GROUP DEVELOPMENT LLC,**
an Illinois limited liability company,
its Manager

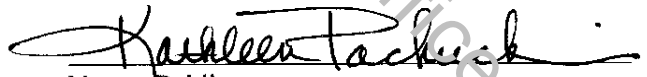

By: _____
Print Name: Gary A. Pachucki
Title: Manager

STATE OF ILLINOIS
COUNTY OF COOK

I Kathleen Pachucki, a Notary Public in and for said County and State, do hereby certify that Gary Pachucki, the Manager of IBT DEVELOPMENT GROUP LLC, an Illinois limited liability company, the manager of **PULASKI PROMENADE, LLC**, a Delaware limited liability company, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as free and voluntary act for the purposes and therein set forth.

Given under my hand and official seal, this 23rd day of September, 2015.




Notary Public

My commission expires: 4/20/2018

[Signatures continue on the following page]

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[Signatures Continued from Previous Page]

Signed, sealed and delivered
in the presence of:

Witness:

Katie N. McDowell
Print Name: Katie N. McDowell

Denise J. Vinsett
Print Name: Denise J. Vinsett

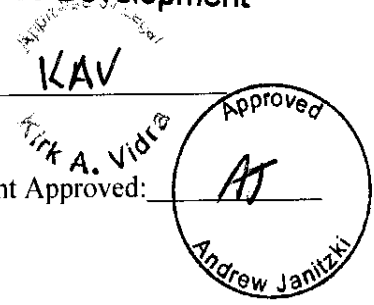
TENANT:

WENDY'S PROPERTIES, LLC,
a Delaware limited liability company

By: [Signature]
Print Name: Kris A. Kaffenbarger
Title: VP - Franchise Development

Legal Approved: KAV

Portfolio Management Approved: [Signature]



STATE OF Ohio
COUNTY OF Franklin

I Kelly J. Smith, a Notary Public in and for said County and State,
do hereby certify that Kris A. Kaffenbarger,
the VP - Franchise Development of
WENDY'S PROPERTIES, LLC, personally known to me to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that
he/she signed and delivered the said instrument as free and voluntary act for the purposes and therein set
forth.

Given under my hand and official seal, this 10th day of September, 2015.

Kelly J. Smith
Notary Public

My commission expires: 12-19-16

[NOTARY SEAL]



KELLY J. SMITH
Notary Public, State of Ohio
My Commission Expires 12-19-2016

[Signatures Continued on the Next Page]

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[Signatures Continued from Previous Page]

Signed, sealed and delivered
in the presence of:

Witness:

LENDER:

**ASSOCIATED BANK, NATIONAL
ASSOCIATION,**
a national banking association

Natalie Gomez
Print Name: Natalie Gomez

By: Krista A. Casper
Print Name: Krista A. Casper
Title: Senior Vice President

Chris Pittcutt
Print Name: Chris Pittcutt

STATE OF IL
COUNTY OF COOK

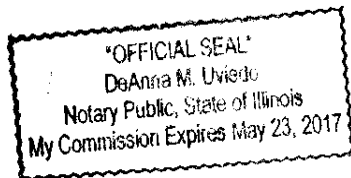
I DeAnna M Uviedo, a Notary Public in and for said County and State,
do hereby certify that Krista A Casper,
the Senior Vice President of
ASSOCIATED BANK, NATIONAL ASSOCIATION, personally known to me to be the same person(s)
whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that he/she signed and delivered the said instrument as free and voluntary act for the
purposes and therein set forth.

Given under my hand and official seal, this 5th day of October, 2015.

DeAnna M Uviedo
Notary Public

[NOTARY SEAL]

My commission expires: _____



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF LOTS 4 AND 5 IN JENNI'S RESUBDIVISION OF PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4, LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 4; THENCE NORTH 89 DEGREES 47 MINUTES 49 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT, 35.00 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 14 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 35.00 FEET OF SAID LOT, 129.43 FEET; THENCE SOUTH 75 DEGREES 12 MINUTES 15 SECONDS EAST, 67.27 FEET TO A POINT ON THE SOUTH LINE OF LOT 4, SAID POINT BEING 100.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 03 MINUTES 12 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 100.00 FEET OF THE AFORESAID LOT 5, A DISTANCE OF 150.16 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT; THENCE SOUTH 89 DEGREES 47 MINUTES 49 SECONDS WEST ALONG SAID SOUTH LINE, 100.00 FEET TO THE SOUTHWEST CORNER OF LOT 5; THENCE NORTH 00 DEGREES 03 MINUTES 12 SECONDS WEST ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 150.16 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 08 MINUTES 14 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 146.84 FEET TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 2 AND 3 IN JENNI'S RESUBDIVISION OF PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4, LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4, LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON SEPTEMBER 5, 1893 IN BOOK 59 OF PLATS, PAGE 32, AS DOCUMENT NUMBER 1925471, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN WEST LINE OF SOUTH PULASKI ROAD (FORMERLY SOUTH CRAWFORD AVENUE), SAID POINT BEING 723.00 FEET NORTH OF THE NORTH LINE OF DISTRICT BOULEVARD MEASURED ALONG SAID WEST LINE OF SOUTH PULASKI ROAD; THENCE SOUTHERLY ALONG SAID WEST LINE OF SOUTH PULASKI ROAD TO ITS

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INTERSECTION WITH THE NORTH LINE OF SAID DISTRICT BOULEVARD; THENCE WESTERLY ALONG SAID NORTH LINE OF DISTRICT BOULEVARD TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND 550 FEET WEST OF SAID WEST LINE OF SAID SOUTH PULASKI ROAD; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO THE INTERSECTION WITH A LINE PARALLEL WITH AND 639.00 FEET NORTH OF SAID NORTH LINE OF DISTRICT BOULEVARD; THENCE EASTERLY ALONG SAID LAST DESCRIBED PARALLEL LINE A DISTANCE OF 281.78 FEET TO A POINT; THENCE NORTHERLY ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH PULASKI ROAD A DISTANCE OF 84.00 FEET; THENCE EASTERLY ALONG A LINE 723.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID DISTRICT BOULEVARD TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM THE ABOVE DESCRIBED PARCELS 1, 2 AND 3 THE FOLLOWING:

PARCEL A:

THAT PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4, LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON SEPTEMBER 5, 1893 IN BOOK 59 OF PLATS, PAGE 32, AS DOCUMENT NUMBER 1925471, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 723.00 FEET (AS MEASURED ALONG THE WEST LINE OF SOUTH PULASKI ROAD (FORMERLY SOUTH CRAWFORD AVENUE)) NORTH OF THE NORTH LINE OF DISTRICT BOULEVARD, SAID POINT BEING ALSO THE SOUTHEAST CORNER OF SAID LOT 5 IN JENNI'S RESUBDIVISION OF PART OF LOT "B" AFORESAID; THENCE SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG A LINE DRAWN 723.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DISTRICT BOULEVARD, SAID LINE BEING ALSO THE SOUTH LINE OF LOT 5 AFORESAID, 243.92 FEET TO A POINT, SAID POINT BEING 24.22 FEET (AS MEASURED ALONG SAID SOUTH LINE OF LOT 5) EAST OF THE SOUTHWEST CORNER OF LOT 5 AFORESAID; THENCE SOUTH 0 DEGREE 03 MINUTES 19 SECONDS WEST, ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 24.22 FEET OF LOT 5 AFORESAID, 172.50 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 11 SECONDS EAST, ALONG A LINE DRAWN 550.50 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DISTRICT BOULEVARD, 244.08 FEET TO A POINT ON THE WEST LINE OF SOUTH PULASKI ROAD AFORESAID; THENCE NORTH 0 DEGREE 00 MINUTES 08 SECONDS EAST, ALONG SAID WEST LINE, 172.50 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL B:

THAT PART OF LOTS 4 AND 5 IN JENNI'S RESUBDIVISION OF PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4, LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5, SAID POINT BEING ALSO A POINT 723.00 FEET (AS MEASURED ALONG THE WEST LINE OF SOUTH PULASKI ROAD (FORMERLY SOUTH CRAWFORD AVENUE)) NORTH OF THE NORTH LINE OF

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DISTRICT BOULEVARD; THENCE SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG THE SOUTH LINE OF LOT 5, BEING ALSO A LINE DRAWN 723.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DISTRICT BOULEVARD, 168.14 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 100.00 FEET OF LOT 5 AFORESAID, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUING SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG SAID SOUTH LINE, 75.78 FEET TO A POINT, SAID POINT BEING 24.22 FEET (AS MEASURED ALONG SAID SOUTH LINE) EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 0 DEGREE 03 MINUTES 19 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 24.22 FEET OF LOT 5, A DISTANCE OF 150.16 FEET TO A POINT ON THE SOUTH LINE OF LOT 4 AFORESAID; THENCE NORTH 0 DEGREE 00 MINUTES 08 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 24.22 FEET OF LOT 4 AFORESAID, 17.42 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.78 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 35.00 FEET OF LOT 4 AFORESAID; THENCE SOUTH 75 DEGREES 03 MINUTES 52 SECONDS EAST, 67.27 FEET TO A POINT ON THE SOUTH LINE OF LOT 4 AFORESAID, SAID POINT BEING 100.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 0 DEGREE 03 MINUTES 19 SECONDS WEST, ALONG THE EAST LINE OF THE WEST 100.00 FEET OF LOT 5 AFORESAID, 150.16 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4

THAT PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4, LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON SEPTEMBER 5, 1893 IN BOOK 59 OF PLATS, PAGE 32, AS DOCUMENT NUMBER 1925471, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 723.00 FEET (AS MEASURED ALONG THE WEST LINE OF SOUTH PULASKI ROAD (FORMERLY SOUTH CRAWFORD AVENUE)) NORTH OF THE NORTH LINE OF DISTRICT BOULEVARD, SAID POINT BEING ALSO THE SOUTHEAST CORNER OF SAID LOT 5 IN JENNI'S RESUBDIVISION OF PART OF LOT "B" AFORESAID; THENCE SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG A LINE DRAWN 723.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DISTRICT BOULEVARD, SAID LINE BEING ALSO THE SOUTH LINE OF LOT 5 AFORESAID, 243.92 FEET TO A POINT, SAID POINT BEING 24.22 FEET (AS MEASURED ALONG SAID SOUTH LINE OF LOT 5) EAST OF THE SOUTHWEST CORNER OF LOT 5 AFORESAID; THENCE SOUTH 0 DEGREE 03 MINUTES 19 SECONDS WEST, ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 24.22 FEET OF LOT 5 AFORESAID, 172.50 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 11 SECONDS EAST, ALONG A LINE DRAWN 550.50 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DISTRICT BOULEVARD, 244.08 FEET TO A POINT ON THE WEST LINE OF SOUTH PULASKI ROAD AFORESAID; THENCE NORTH 0 DEGREE 00 MINUTES 08 SECONDS EAST, ALONG SAID WEST LINE, 172.50 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 5:

THAT PART OF LOTS 4 AND 5 IN JENNI'S RESUBDI VISION OF PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4, LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5, SAID POINT BEING ALSO A POINT 723.00 FEET (AS MEASURED ALONG THE WEST LINE OF SOUTH PULASKI ROAD (FORMERLY SOUTH CRAWFORD AVENUE)) NORTH OF THE NORTH LINE OF DISTRICT BOULEVARD; THENCE SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG THE SOUTH LINE OF LOT 5, BEING ALSO A LINE DRAWN 723.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DISTRICT BOULEVARD, 168.14 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 100.00 FEET OF LOT 5 AFORESAID, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUING SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG SAID SOUTH LINE, 75.78 FEET TO A POINT, SAID POINT BEING 24.22 FEET (AS MEASURED ALONG SAID SOUTH LINE) EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 0 DEGREE 03 MINUTES 19 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 24.22 FEET OF LOT 5, A DISTANCE OF 150.16 FEET TO A POINT ON THE SOUTH LINE OF LOT 4 AFORESAID; THENCE NORTH 0 DEGREE 00 MINUTES 08 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 24.22 FEET OF LOT 4 AFORESAID, 17.42 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.78 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 35.00 FEET OF LOT 4 AFORESAID; THENCE SOUTH 75 DEGREES 03 MINUTES 52 SECONDS EAST, 67.27 FEET TO A POINT ON THE SOUTH LINE OF LOT 4 AFORESAID, SAID POINT BEING 100.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 0 DEGREE 03 MINUTES 19 SECONDS WEST, ALONG THE EAST LINE OF THE WEST 100.00 FEET OF LOT 5 AFORESAID, 150.16 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

STREET ADDRESS:

4200 S. PULASKI, CHICAGO, ILLINOIS
COUNTY: COOK

TAX NUMBERS:

19-03-201-004
19-03-201-047
19-03-201-049
19-03-201-050
19-03-201-053