



1534115000

Doc#: 1534115000 Fee: \$58.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/07/2015 08:29 AM Pg: 1 of 11

AFTER RECORDING, RETURN TO:

Whyte Hirschboeck Dudek S.C.
Attn: Jennifer Nawrot
PO Box 1379
Madison, WI 53701-1379

Loan #01-0037572

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

This Subordination, Non-Disturbance and Attornment Agreement ("Agreement"), is made as of this 12th day of October, 2015 by and among U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF CREDIT SUISSE FIRST BOSTON MORTGAGE SECURITIES CORP., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-C2 ("Lender"), under that certain Pooling and Servicing Agreement dated as of May 1, 2007, by and through Berkadia Commercial Mortgage LLC, a Delaware limited liability company, as Subservicer on behalf of KeyBank National Association, a national banking association, as Master Servicer, pursuant to that certain Amended and Restated Subservicing Agreement dated as of January 18, 2013 (as amended, the "Subservicing Agreement"), SIDCOR SCHAUMBURG ASSOCIATES, L.L.C., a Delaware limited liability company ("Landlord"), and BOB'S DISCOUNT FURNITURE, LLC ("Tenant").

Background

A. Lender is the owner and holder of that certain Mortgage, Security Agreement and Fixture Financing Statement, dated as of March 6, 2007 (the "Security Instrument"), covering, among other things, the real property commonly known and described as Schaumburg Corners, located at 16-66 East Gold Road, Schaumburg, Illinois 60196, and further described on "Exhibit A" attached hereto and made a part hereof for all purposes, and the building and improvements thereon (collectively, the "Property").

B. Tenant is the lessee under that certain Lease, dated June 2, 2015 executed by and between Landlord and Tenant (the "Lease"), demising a portion of the Property described more particularly in the Lease (the "Leased Space").

C. Landlord, Tenant and Lender desire to enter into the following agreements with respect to the priority of the Lease and Security Instrument.

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

1. Subordination. Tenant agrees that the Lease, and all estates, options and rights created under the Lease, hereby are subordinated and made subject to the lien and priority of the Security Instrument.

Schaumburg Corners
Loan No. 01-0037572

S Yes
P 11
S NO
M Yes
SC Yes
E NO
INT NO

11yr

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2. 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 Instrument or otherwise in satisfaction of the underlying loan shall operate to terminate the Lease or Tenant's rights thereunder to possess and use the Leased Space in accordance with the terms of the Lease, provided, however, that the Lease has been fully executed by the parties thereto, the Lease is in full force and effect and no uncured default exists under the Lease, beyond any applicable notice and cure periods.

3. 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 Instrument, deed-in-lieu of foreclosure, or other sale in connection with enforcement of the Security Instrument or otherwise in satisfaction of the underlying loan ("**Successor Owner**"). Provided that the conditions set forth in Section 2 above are met at the time Successor Owner becomes owner of the Property, Successor Owner shall perform all obligations of the landlord under the Lease arising from and after the date title to the Property was transferred to Successor Owner. In no event, however, will any Successor Owner be: (a) liable for any default, act or omission of any prior landlord under the Lease (except that Successor Owner shall not be relieved from the obligation to cure any defaults which are non-monetary and continuing in nature, and such that Successor Owner's failure to cure would constitute a continuing default under the Lease; for the avoidance of doubt, defaults which are non-monetary include repair and maintenance defaults even though curing such defaults may require the expenditure of money); (b) subject to any offset or defense which Tenant may have against any prior landlord (including Landlord) under the Lease; provided, however, that Tenant shall retain the right to any offset or defense against Successor Owner as to any matters constituting a default under the Lease and (i) which arise after Successor Owner acquires legal title to the Property and/or (ii) which are non-monetary and continuing as of the date Successor Owner acquires legal title to the Property and can be cured but remain uncured beyond Successor Owner's applicable cure period under the Lease; (c) bound by any payment of rent or additional rent made by Tenant to Landlord more than 30 days in advance of when due under the Lease; (d) bound by any modification or supplement to the Lease, or waiver of Lease terms, which revise Tenant's or Landlord's monetary obligations under the Lease, modifies the term of the Lease, the parties' termination rights or the description of the Leased Space, made without Lender's written consent thereto; (e) liable for the return of any security deposit or other prepaid charge paid by Tenant under the Lease, except to the extent such amounts were actually received by Lender; (f) liable or bound by any right of first refusal or option to purchase all or any portion of the Property; or (g) liable for construction, completion or payment to Tenant for any improvements to the Property or as required under the Lease for Tenant's use and occupancy (whenever arising); provided, however, that this clause (g) shall in no way modify, limit or impair any obligation of Successor Owner under the Lease to perform maintenance and repair obligations to existing improvements and provided further that, if Successor Owner fails to perform any such maintenance and repair obligations, then Tenant shall have all rights and remedies available to it under the Lease, at law and in equity. Although the foregoing provisions of this Agreement are self-operative, Tenant agrees to execute and deliver to Lender or any Successor Owner such further instruments as Lender or a Successor Owner may from time to time request in order to confirm this Agreement. If any liability of Successor Owner does arise pursuant to this Agreement, such liability shall be limited to Successor Owner's interest in the Property.

4. Rent Payments; Notice to Tenant Regarding Rent Payments. Tenant agrees not to pay rent more than one (1) month in advance of when due unless otherwise specified in the Lease. After notice is given to Tenant by Lender that Landlord is in default under the Security Instrument and that the rentals under the Lease should be paid to Lender 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, and 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 hereby releases

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

5. Lender Opportunity to Cure Landlord Defaults. Tenant agrees that, until the Security Instrument is satisfied of record by Lender, it will not exercise any remedies under the Lease following a Landlord default without having first given to Lender (a) written notice of the alleged Landlord default and (b) the opportunity to cure such default within the time periods provided for cure by Landlord, measured from the time notice is received by Lender. 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 and will not exercise any right or remedy under the Lease for a Landlord default. Performance rendered by Lender on Landlord's behalf is without prejudice to Lender's rights against Landlord under the Security Instrument or any other documents executed by Landlord in favor of Lender in connection therewith.

6. Miscellaneous.

(a) Notices. All notices under this Agreement will be effective only if made in writing and addressed to the address for a party provided below such party's signature. A new notice address may be established from time to time by written notice given in accordance with this Section. All notices will be deemed received only upon actual receipt. Notice to outside counsel or parties other than the named Tenant, Lender and Landlord, now or hereafter designated by a party as entitled to notice, are for convenience only and are not required for notice to a party to be effective in accordance with this section.

(b) Entire Agreement; Modification. This Agreement is the entire agreement between the parties relating to the subordination and nondisturbance of the Lease, and supersedes and replaces all prior discussions, representations and agreements (oral and written) with respect to the subordination and nondisturbance of the Lease. This Agreement controls any conflict between the terms of this Agreement and the Lease. This Agreement may not be modified, supplemented or terminated, nor any provision hereof waived, unless by written agreement of Lender and Tenant, and then only to the extent expressly set forth in such writing.

(c) Binding Effect. This Agreement binds and inures to the benefit of each party hereto and their respective heirs, executors, legal representatives, successors and assigns, whether by voluntary action of the parties or by operation of law. If the Security Instrument is a deed of trust, this Agreement is entered into by the trustee of the Security Instrument solely in its capacity as trustee and not individually.

(d) Unenforceability. Any provision of this Agreement which is determined by a government body or court of competent jurisdiction to be invalid, unenforceable or illegal shall be ineffective only to the extent of such holding 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.

(e) Construction of Certain Terms. Defined terms used in this Agreement may be used interchangeably in singular or plural form, and pronouns cover all genders. Unless otherwise provided herein, all days from performance shall be calendar days, and a "**business day**" is any day other than Saturday, Sunday and days on which Lender is closed for legal holidays, by government order or weather emergency.

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(f) Governing Law. This Agreement shall be governed by the laws of the State in which the Property is located (without giving effect to its rules governing conflicts of laws).

(g) **WAIVER OF JURY TRIAL**. TENANT, AS AN INDUCEMENT FOR LENDER TO PROVIDE THIS AGREEMENT AND THE ACCOMMODATIONS TO TENANT OFFERED HEREBY, HEREBY WAIVES ITS RIGHT, TO THE FULL EXTENT PERMITTED BY LAW, AND AGREES NOT TO ELECT, A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT.

(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together constitute a fully executed agreement even though all signatures do not appear on the same document.

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SIGNATURES AND NOTARIES APPEAR ON THE FOLLOWING PAGES

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IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

LENDER:

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF CREDIT SUISSE FIRST BOSTON MORTGAGE SECURITIES CORP., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-C2

LENDER NOTICE ADDRESS:

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF CREDIT SUISSE FIRST BOSTON MORTGAGE SECURITIES CORP., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-C2

By: KeyBank National Association, a national banking association, its Master Servicer

c/o Berkadia Commercial Mortgage LLC
323 Norristown Road, Suite 300
Ambler, Pennsylvania 19002
Attn: Client Relations Manager
For Loan # 01-0037572

By: Berkadia Commercial Mortgage LLC, a Delaware limited liability company, its Subservicer

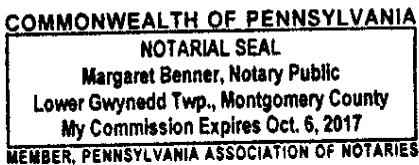
By: [Signature]
Name: Gary A. Routzahn
Title: Authorized Representative

Notary Acknowledgment for Lender:

COMMONWEALTH OF PENNSYLVANIA :
:ss
COUNTY OF MONTGOMERY :

On this, the 23rd day of July, 2015, before me, the undersigned Notary Public, personally appeared Gary A. Routzahn known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and who acknowledged to me that he is an officer of Berkadia Commercial Mortgage LLC in the capacity stated and that he executed the within instrument in such capacity for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



[Signature]
Notary Public

{seal}

[Tenant's Signature and Acknowledgment continued on next page]

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TENANT:
Bob's Discount Furniture, LLC

By: 
Name: John Sullivan, CFO & EVP

TENANT NOTICE ADDRESS:
Bob's Discount Furniture, LLC
c/o John Sullivan, Chief Financial Officer
428 Tolland Turnpike
Manchester, CT 06042

Bob's Discount Furniture, LLC
c/o Christopher Day, Senior Vice President
Real Estate
428 Tolland Turnpike
Manchester, CT 06042

With copies to:
Bob's Discount Furniture, LLC
Lease Administration Dept.
70 Jewitt City Road
Taftville, CT 06380
P. Michael Margolis, Esq.
c/o Butler, Norris & Gold
254 Prospect Avenue
Hartford, CT 06106

[Tenant's Acknowledgment continued on next page]

Property of Cook County Clerk's Office

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Notary Acknowledgment for Tenant:

STATE OF CONNECTICUT:

: ss Manchester

COUNTY OF HARTFORD:

On June 23, 2015, before me, Ronnell Rauert, Notary Public, personally appeared John Sullivan, CFO and EVP of Bob's Discount Furniture, LLC, a Massachusetts limited liability company, 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 executed the same in his authorized capacity(ies), and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Ronnell Rauert
SIGNATURE OF NOTARY PUBLIC

RONNELL RAUERT
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2017

{seal}

[Landlord's Signature and Acknowledgment continued on next page]

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LANDLORD:

Sidcor Schaumburg Associates, L.L.C., a Delaware limited liability company

By: Ad Duro
Name: Dale Dobroth

LANDLORD NOTICE ADDRESS:

Sidcor Schaumburg Associates, L.L.C., a Delaware limited liability company

Schaumburg Corners Shopping Center
16-38 East Golf Road
Schaumburg, Illinois 60173
Attn: Managing Member

Notary Acknowledgment for Landlord:

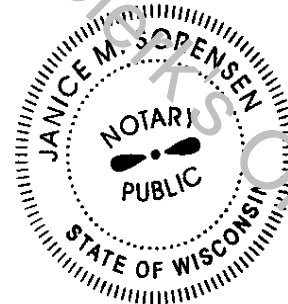
STATE OF WISCONSIN :
: ss
COUNTY OF WALWORTH :

On 7/13/15 before me, JANICE SORENSEN Notary Public, personally appeared DALE DOBROTH, 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 WISCONSIN that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Janice M. Sorensen
SIGNATURE OF NOTARY PUBLIC



{seal}

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Exhibit "A"
(Legal Description of the Property)

PARCEL 1: Pin# 07-10-400-056-0000

THAT PART OF THE SOUTH 1074.0 FEET OF THE WEST 667.50 FEET OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF GOLF ROAD, AS DEDICATED UNDER DOCUMENT 10488002, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 10 IN GOLF-ROSELLE DEVELOPMENT UNIT 4, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 10 AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 16, 1994 AS DOCUMENT 94236801; THENCE ON AN ASSUMED BEARING OF SOUTH 86 DEGREES, 31 MINUTES, 02 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 10 PROJECTED WESTERLY, ALSO BEING THE NORTH LINE OF GOLF ROAD, A DISTANCE OF 242.50 FEET TO THE EAST LINE OF THE WEST 667.50 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 10 TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 86 DEGREES, 31 MINUTES, 02 SECONDS WEST ALONG THE NORTH LINE OF GOLF ROAD, AS CONVEYED BY DOCUMENT 21480786, A DISTANCE OF 80.44 FEET; THENCE NORTH 03 DEGREES, 28 MINUTES, 58 SECONDS WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 86 DEGREES, 31 MINUTES, 02 SECONDS WEST, A DISTANCE OF 590.00 FEET TO THE GRANTOR'S WEST LINE, BEING THE EAST LINE OF THE WEST 163.0 FEET OF THE SOUTH 268.0 FEET OF THAT PART OF SAID SOUTHEAST 1/4, WHICH LIES EAST OF THE EAST LINE OF ROSELLE ROAD, AS PER TOWNSHIP DEDICATION RECORDED MAY 28, 1850; THENCE NORTH 00 DEGREE, 15 MINUTES, 26 SECONDS EAST ALONG GRANTOR'S WEST LINE, A DISTANCE OF 232.93 FEET TO THE NORTH LINE OF THE SOUTH 268.0 FEET OF THAT PART OF SAID SOUTHEAST 1/4, WHICH LIES NORTH OF THE NORTH LINE OF GOLF ROAD, AS DEDICATED UNDER DOCUMENT 10488002; THENCE SOUTH 86 DEGREES, 31 MINUTES, 02 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 131.93 FEET TO THE EAST LINE OF ROSELLE ROAD, SAID LINE BEING 64.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 10; THENCE NORTH 00 DEGREE, 15 MINUTES, 26 SECONDS EAST ALONG SAID EAST LINE OF ROSELLE ROAD, A DISTANCE OF 736.41 FEET; THENCE NORTH 4 DEGREES, 28 MINUTES, 47 SECONDS EAST, A DISTANCE OF 8.06 FEET TO THE NORTH LINE OF THE SOUTH 1074.0 FEET OF THE SOUTHEAST 1/4 OF SECTION 10; THENCE NORTH 86 DEGREES, 42 MINUTES, 57 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 602.63 FEET TO THE EAST LINE OF THE WEST 667.50 FEET OF THE SOUTHEAST 1/4 OF SECTION 10; THENCE SOUTH 00 DEGREE, 15 MINUTES, 26 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 990.27 FEET TO THE **POINT OF BEGINNING**, IN COOK COUNTY, ILLINOIS, **EXCEPTING THEREFROM THE FOLLOWING:**

THAT PART OF THE SOUTH 1074.0 FEET OF THE WEST 667.50 FEET TO THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE

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THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF GOLF ROAD, AS DEDICATED UNDER DOCUMENT 10488002, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 10 IN GOLF-ROSELLE DEVELOPMENT UNIT 4, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 10 AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 16, 1994 AS DOCUMENT 94236801; THENCE ON AN ASSUMED BEARING OF SOUTH 86 DEGREES, 31 MINUTES, 02 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 10 PROJECTED WESTERLY, ALSO BEING THE NORTH LINE OF GOLF ROAD, 242.50 FEET TO THE EAST LINE OF THE WEST 667.50 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 10 TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 86 DEGREES, 31 MINUTES, 02 SECONDS WEST ALONG THE NORTH LINE OF GOLF ROAD, A DISTANCE OF 80.44 FEET; THENCE NORTH 03 DEGREES, 28 MINUTES, 58 SECONDS WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 86 DEGREES, 31 MINUTES, 02 SECONDS WEST, A DISTANCE OF 390.00 FEET TO THE GRANTOR'S WEST LINE; THENCE NORTH 00 DEGREE, 15 MINUTES, 26 SECONDS EAST ALONG GRANTOR'S WEST LINE, A DISTANCE OF 243.34 FEET; THENCE NORTH 89 DEGREES, 03 MINUTES, 59 SECONDS EAST, A DISTANCE OF 83.59 FEET; THENCE SOUTH 00 DEGREE, 50 MINUTES, 03 SECONDS WEST, A DISTANCE OF 77.25 FEET; THENCE SOUTH 89 DEGREES, 53 MINUTES, 11 SECONDS EAST, A DISTANCE OF 387.62 FEET TO THE EAST LINE OF THE WEST 667.50 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 10; THENCE SOUTH 00 DEGREE, 15 MINUTES, 26 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 153.08 FEET TO THE **POINT OF BEGINNING**, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS RESERVED IN THE TRUSTEES' DEED FROM CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 19, 1968 AND KNOWN AS TRUST NUMBER 52271 TO THE VILLAGE OF SCHAUMBURG, ILLINOIS, DATED JULY 16, 1971 AND RECORDED JULY 20, 1971 AS DOCUMENT 21552162, OVER THE WEST 5.00 FEET OF THE FOLLOWING DESCRIBED TRACT:

THE SOUTH 1074.0 FEET OF THE WEST 667.50 FEET OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN; (**EXCEPT** THAT PART LYING SOUTH OF THE NORTH LINE OF GOLF ROAD, AS DEDICATED UNDER DOCUMENT 10488002; AND,

EXCEPT THAT PART LYING WEST OF A LINE 5.00 FEET EAST OF AND PARALLEL TO THE EAST LINE OF ROSELLE ROAD, AS DEDICATED UNDER DOCUMENT 20430983; AND,

EXCEPT THE WEST 163.0 FEET OF THE SOUTH 268.0 FEET OF THAT PART OF SAID SOUTHEAST 1/4, WHICH LIES NORTH OF THE NORTH LINE OF GOLF ROAD, AS DEDICATED UNDER DOCUMENT 10488002 AND WHICH LIES EAST OF THE EAST

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LINE OF ROSELLE ROAD, AS PER TOWNSHIP DEDICATION RECORDED MAY 28, 1850; AND,

EXCEPT THAT PART LYING SOUTH OF A LINE DRAWN PARALLEL WITH AND DISTANT 20.00 FEET NORTH OF THE NORTH LINE OF GOLF ROAD, AS DEDICATED UNDER DOCUMENT 10488002, AS CONVEYED TO THE STATE OF ILLINOIS FOR THE USE OF THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS BY DOCUMENT 21480786), IN COOK COUNTY, ILLINOIS.

PARCEL 3:

Pin# 07-10-400-057-0000

THAT PART OF THE SOUTH 1074.0 FEET OF THE WEST 667.50 FEET TO THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF GOLF ROAD, AS DEDICATED UNDER DOCUMENT 10488002, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 10 IN GOLF-ROSELLE DEVELOPMENT UNIT 4, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 10 AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 16, 1994 AS DOCUMENT 94236801; THENCE ON AN ASSUMED BEARING OF SOUTH 86 DEGREES, 31 MINUTES, 02 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 10 PROJECTED WESTERLY, ALSO BEING THE NORTH LINE OF GOLF ROAD, 242.50 FEET TO THE EAST LINE OF THE WEST 667.50 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 10 TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 86 DEGREES, 31 MINUTES, 02 SECONDS WEST ALONG THE NORTH LINE OF GOLF ROAD, A DISTANCE OF 80.44 FEET; THENCE NORTH 03 DEGREES, 28 MINUTES, 58 SECONDS WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 86 DEGREES, 31 MINUTES, 02 SECONDS WEST, A DISTANCE OF 390.00 FEET TO THE GRANTOR'S WEST LINE; THENCE NORTH 00 DEGREE, 15 MINUTES, 26 SECONDS EAST ALONG GRANTOR'S WEST LINE, A DISTANCE OF 243.34 FEET; THENCE NORTH 89 DEGREES, 03 MINUTES, 59 SECONDS EAST, A DISTANCE OF 83.59 FEET; THENCE SOUTH 00 DEGREE, 50 MINUTES, 03 SECONDS WEST, A DISTANCE OF 77.25 FEET; THENCE SOUTH 89 DEGREES, 53 MINUTES, 11 SECONDS EAST, A DISTANCE OF 387.62 FEET TO THE EAST LINE OF THE WEST 667.50 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 10; THENCE SOUTH 00 DEGREE, 15 MINUTES, 26 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 153.08 FEET TO THE **POINT OF BEGINNING**, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 1 AND 3, AS CREATED BY THE MUTUAL EASEMENT AGREEMENT, DATED OCTOBER 4, 2001, AND RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 0621516089.