

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/09/2015 09:10 AM Pg: 1 of 15

**Document Prepared By:**

William J. Mitchell  
Meltzer, Purtill & Stelle LLC  
300 South Wacker Drive  
Suite 2300  
Chicago, Illinois 60606

**Return to:**

First American Title Insurance Co.  
Attn: Deborah Cross  
30 N. LaSalle Street, Suite 2700  
Chicago, Illinois 60607

**First American Title Order No.**

**NCS-757540-CHI2**

ABOVE RESERVED FOR RECORDER'S STAMP

## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

BY AND BETWEEN

BURBANK REALTY COMPANY LLC,  
a Delaware limited liability company  
Landlord

BOB'S DISCOUNT FURNITURE, LLC,  
a Massachusetts limited liability company  
Tenant

AND

FIRSTMERIT BANK, N.A.,  
a national banking association  
Lender

**Permanent Index Numbers:**

19-28-401-055-0000 (Parcel B); 19-28-412-036-0000 (Parcel F); 19-28-412-037-0000 (Part of Parcel A); 19-28-412-038-0000 (Remainder of Parcel A); 19-28-412-039-0000 (Part of Parcel C); and 19-28-412-040-0000 (Remainder of Parcel C)

Property Address: 7700 South Cicero Avenue, Burbank, Illinois 60649

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This document was prepared by,  
and after recording, return to:

William J. Mitchell  
Meltzer, Purtill & Stelle LLC  
300 South Wacker Drive, Suite 2300  
Chicago, Illinois 60606

Permanent Tax Index Number:

See **Exhibit A** attached hereto.

Property Address:

See **Exhibit A** attached hereto.

*This space reserved for Recorders use only.*

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

This **SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** dated as of December 1st, 2015 (the "**Agreement**"), is executed by and among **BURBANK REALTY COMPANY LLC**, a Delaware limited liability company (the "**Landlord**"), **BOB'S DISCOUNT FURNITURE, LLC**, a Massachusetts limited liability company (the "**Tenant**"), and **FIRSTMERIT BANK, N.A.**, a national banking association, its successors and assigns (the "**Lender**").

**RECITALS:**

A. The Lender is the mortgagee under that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated December 1, 2015, to be recorded concurrently herewith (the "**Mortgage**"), which Mortgage encumbers the Real Estate (as hereinafter defined) and secures a principal indebtedness in the amount of **THIRTY-THREE MILLION SEVEN-HUNDRED THOUSAND and 00/100 Dollars (\$33,700,000.00)**.

B. The Tenant has entered into that certain lease agreement dated February 10, 2015 with the Landlord (or the Landlord's predecessor-in-interest) (the "**Lease Agreement**", the Lease Agreement, together with all amendments and modifications thereof, being collectively referred to herein as the "**Lease**"), pursuant to which the Tenant has leased certain premises (the "**Leased Premises**") consisting of approximately 29,650 rentable square feet of space in the building ("**Building**") on the parcel of land (the "**Land**"; the Land and Building being collectively referred to herein as the "**Real Estate**") legally described on **Exhibit A** attached hereto and made a part hereof.

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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:

## AGREEMENTS:

1. The Tenant represents and warrants to the Lender that the Lease constitutes the entire agreement between the Tenant and the Landlord with respect to the Leased Premises and there are no other agreements, written or verbal, governing the tenancy of the Tenant with respect to the Leased Premises.
2. The Tenant has executed and delivered to the Lender that certain Tenant Estoppel Certificate dated November 4, 2015 (the "Estoppel Certificate"). The provisions of the Estoppel Certificate are hereby incorporated into this Agreement as if fully set forth in this Agreement in their entirety, and the Tenant acknowledges that the Lender will be relying on the statements made in the Estoppel Certificate in determining whether to disburse the proceeds of the loan secured by the Mortgage and whether to enter into this Agreement.
3. The Tenant covenants with the Lender that the Lease shall be subject and subordinate to the lien and all other provisions of the Mortgage 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 Mortgage had been executed and delivered prior to the execution and delivery of the Lease. Without limiting the generality of the foregoing subordination provision, the Tenant hereby agrees that any of its right, title and interest in and to 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 Real Estate, shall be subject and subordinate to the Lender's right, title and interest in and to such proceeds and awards.
4. The Tenant acknowledges that the Landlord has collaterally assigned to the Lender any and all leases affecting the Real Estate, including the Lease, and the rents and other amounts, including, without limitation, lease termination fees, if any, due and payable under such leases. In connection therewith, if an event of default by the Landlord under such assignment has occurred and is continuing, then the Lender shall provide written notice of such default to the Tenant and the Landlord. The Tenant agrees that, upon receipt of such notice and a demand by the Lender for direct payment to the Lender of the rents due under the Lease, the Tenant will honor such demand and make all subsequent rent payments directly to the Lender. The Tenant further agrees that any Lease termination fees payable under the Lease shall be paid jointly to the Landlord and the Lender.
5. The Lender agrees that so long as the Tenant is not in default beyond any applicable cure period under the Lease:
  - (a) The Tenant shall not be named or joined as a party in any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage (unless the Tenant is a necessary party under applicable law); and

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(b) The possession by the Tenant of the Leased Premises and the Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise materially adversely affected by (i) any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage, or by any judicial sale or execution or other sale of the Leased Premises, or any deed given in lieu of foreclosure, or (ii) any default under the Mortgage.

6. Prior to pursuing any remedy available to the Tenant under the Lease, at law or in equity as a result of any failure of the Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by the Landlord under the Lease (any such failure being hereinafter referred to as a "Landlord's Default"), the Tenant shall: (a) provide the Lender and the Landlord with a notice of the Landlord's Default, specifying the nature thereof, the section of the Lease under which such Landlord's Default arose, and the remedy which the Tenant will elect under the terms of the Lease or otherwise, and (b) allow the Lender not less than thirty (30) days following receipt of notice of the Landlord's Default to cure the same; provided, however, that, if such Landlord's Default is not readily curable within such thirty (30) day period, the Tenant shall give the Lender such additional time as the Lender may reasonably need to obtain possession and control of the Real Estate and to cure such Landlord's Default so long as the Lender is diligently pursuing a cure. The Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless the Lender fails to cure same within the time period specified above. For purposes of this Section 6, a Landlord's Default shall not be deemed to have occurred until all grace and/or cure periods applicable thereto under the Lease have lapsed without the Landlord having effectuated a cure thereof.

7. If the Lender or any future holder of the Mortgage shall become the owner of the Real Estate by reason of foreclosure of the Mortgage or otherwise, or if the Real Estate shall be sold as a result of any action or proceeding to foreclose the Mortgage 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 the Tenant and the new owner of the Real Estate as "landlord" upon all the same terms, covenants and provisions contained in the Lease (subject to the exclusions set forth in subsection (b) below), and in such event:

(a) The 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 the Tenant elects or has elected to exercise its options to extend the term), and the 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 the Lender exercises its remedies then the Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law);

(b) Such new owner shall be bound to the Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the

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extension periods, if the 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 the Landlord);

(ii) subject to any offsets or defenses which the Tenant has against any prior landlord (including the Landlord) unless the Tenant shall have provided the Lender with (A) notice of the Landlord's Default that gave rise to such offset or defense, and (B) the opportunity to cure the same, all in accordance with the terms of Section 6 above;

(iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which the Tenant might have paid in advance for more than the current month to any prior landlord (including the Landlord);

(iv) liable to refund or otherwise account to the Tenant for any security or other deposits not actually paid over to such new owner by the Landlord;

(v) bound by any amendment or modification of the Lease made without the Lender's consent;

(vi) bound by, or liable for any breach of, any representation or warranty or indemnity agreement contained in the Lease or otherwise made by any prior landlord (including the Landlord); or

(vii) 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 Real Estate.

8. Any notices, communications and waivers under this Agreement shall be in writing and shall be (a) delivered in person, (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (c) by overnight express carrier, addressed in each case as follows:

To the Lender

FirstMerit Bank, N.A.  
501 West North Avenue  
Melrose Park, Illinois 60160  
Attention: Richard Heathfield

With a copy to:

Meltzer, Purtil & Stelle LLC  
300 South Wacker Drive, Suite 2300  
Chicago, Illinois 60606  
Attention: William J. Mitchell

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To the Landlord: Burbank Realty Company LLC  
 c/o J.P. Morgan Investment Management Inc.  
 270 Park Avenue, 7th Floor  
 New York, New York 10017  
 Attention: Lee S. Schaffler

With a copy to: Debevoise & Plimpton LLP  
 919 Third Avenue  
 New York, New York 10022  
 Attention: Edward M. Rishty

And to:  
 To the Tenant: Bob's Discount Furniture, LLC  
 Attention: John Sullivan, CFO and  
 Christopher Day, Sr. VP Real Estate  
 428 Tolland Turnpike  
 Manchester, CT 06042

With a copy to: Bob's Discount Furniture, LLC  
 Lease Administration Dept.  
 70 Jewett City Road  
 Taftville, CT 06380

And: P. Michael Margolis, Esq.  
 c/o Butler, Norris & Gold  
 254 Prospect Avenue  
 Hartford, CT 06106

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this section shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

9. The Tenant acknowledges and agrees that the Lender will be relying on the representations, warranties, covenants and agreements of the Tenant contained herein and that any default by the Tenant hereunder shall permit the Lender, at its option, to exercise any and all of its rights and remedies at law and in equity against the Tenant and to join the Tenant in a foreclosure action thereby terminating the Tenant's right, title and interest in and to the Leased Premises.

10. 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 the 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.



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11. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

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

LANDLORD:

BURBANK REALTY COMPANY LLC,  
a Delaware limited liability company

By: Star Lake Fund II, LLC,  
a Delaware limited liability company,  
sole member

By: J.P. Morgan Investment  
Management, Inc.,  
a Delaware corporation,  
its manager

By: Miriam Buckley  
Name: Miriam Buckley  
Title: Vice President

TENANT:

BOB'S DISCOUNT FURNITURE, LLC, a  
Massachusetts Limited Liability Company

By: John Sullivan  
Name: John Sullivan  
Title: Chief Financial Officer & Executive Vice  
President

LENDER:

FIRSTMERIT BANK, N.A., a national banking  
association

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Property of Cook County Clerk's Office

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By: Star Lake Fund II, LLC,  
a Delaware limited liability company,  
sole member

By: J.P. Morgan Investment  
Management, Inc.,  
a Delaware corporation,  
its manager

By: \_\_\_\_\_  
Name:  
Title:

TENANT:

BOB'S DISCOUNT FURNITURE, LLC, a  
Massachusetts Limited Liability Company

By: *John Sullivan*  
Name: John Sullivan  
Title: Chief Financial Officer & Executive Vice  
President

LENDER:

FIRSTMERIT BANK, N.A., a national banking  
association

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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sole member

By: J.P. Morgan Investment  
Management, Inc.,  
a Delaware corporation,  
its manager

By: \_\_\_\_\_  
Name:  
Title:

TENANT:

BOB'S DISCOUNT FURNITURE, LLC, a  
Massachusetts Limited Liability Company

By: [Signature]  
Name: John Sullivan  
Title: Chief Financial Officer & Executive Vice  
President

LENDER:

FIRSTMERIT BANK, N.A., a national banking  
association

By: [Signature]  
Name: Richard S. Heathfield  
Title: SVP

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STATE OF New York )  
 ) SS.  
COUNTY OF New York )

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAEL BUCKLEY, the VICE PRESIDENT of J.P. Morgan Investment Management, Inc., a Delaware corporation, the manager of Star Lake Fund II, LLC, a Delaware limited liability company, the Manager of BURBANK REALTY COMPANY LLC, a Delaware limited liability company, who is 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 that as such VICE PRESIDENT, he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30<sup>TH</sup> day of NOVEMBER, 2015.

TRACEY McALLISTER  
Notary Public

My Commission Expires: MAR 30, 2018

*Tracey McAllister*

TRACEY McALLISTER  
Notary Public, State of New York  
No. 415602  
Qualified in Westchester County  
Term Expires 03 31 2018

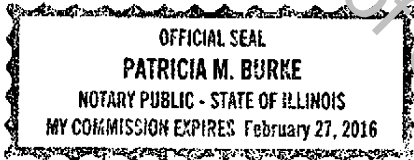


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STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY that Richard S. Heathfield, the  
SVP of FIRSTMERIT BANK, N.A., a national banking  
association, who is 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 that as such  
SVP, he/she signed and delivered the said instrument as his/her  
own free and voluntary act and as the free and voluntary act of said bank, as trustee as aforesaid, for  
the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25<sup>th</sup> day of November, 2015.



Patricia M. Burke  
Notary Public  
My Commission Expires: 2/27/16

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## EXHIBIT A

### LEGAL DESCRIPTION OF REAL ESTATE

#### PARCEL A:

THAT PART OF THE SOUTH 6/12 OF THE NORTH 8/12 OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH RIGHT OF WAY LINE OF 78TH STREET, (EXCEPT THEREFROM THE WEST 33.00 FEET TAKEN FOR LAVERGNE AVENUE) AND (EXCEPT THE EAST 60.00 FEET TAKEN FOR CICERO AVENUE), IN COOK COUNTY, ILLINOIS.

#### LESS AND EXCEPT THE FOLLOWING OUTLOT:

THAT PART OF THE SOUTH 1/7 OF THE NORTH 7/12 AND THE SOUTH 1/8 OF THE NORTH 8/12 OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF 78TH STREET, (BEING 33.00 FEET NORTH OF THE CENTER LINE) AND THE WEST LINE OF CICERO AVENUE, (BEING 60.00 FEET WEST OF THE CENTER LINE); THENCE NORTH 89 DEGREES, 54 MINUTES, 56 SECONDS WEST ALONG SAID NORTH LINE OF 78TH STREET, A DISTANCE OF 212.00 FEET; THENCE NORTH 00 DEGREES, 08 MINUTES, 56 SECONDS WEST PARALLEL TO THE WEST LINE OF CICERO AVENUE, A DISTANCE OF 180.00 FEET; THENCE SOUTH 89 DEGREES, 54 MINUTES, 56 SECONDS EAST, A DISTANCE OF 212.00 FEET TO THE WEST LINE OF CICERO AVENUE; THENCE SOUTH 00 DEGREE, 08 MINUTES, 56 SECONDS EAST, A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING, ALL IN SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING SPECIFICALLY DESCRIBED AS:

LOT 1 IN BURBANK STATION, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 29, 1994 AS DOCUMENT 94672782, IN COOK COUNTY, ILLINOIS;

#### LESS AND EXCEPT

THAT PORTION CONVEYED TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION BY DEED FROM BURBANK JOINT VENTURE, A MICHIGAN GENERAL PARTNERSHIP DATED SEPTEMBER 29, 1998 AND RECORDED NOVEMBER 17, 1998 AS DOCUMENT 08036669, IN COOK COUNTY, ILLINOIS.

#### LESS AND EXCEPT

THE NORTH 120.00 FEET OF THE SOUTH 1/3 OF THE NORTH 3/12 OF THE SOUTH 60 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### LESS AND EXCEPT

THAT PART OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF LAVERGNE AVENUE AND THE NORTH LINE OF 78TH STREET; THENCE NORTH 00 DEGREES 00

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MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF LAVERGNE AVENUE, 500.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 85.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 333.42 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 58 SECONDS WEST 8.39 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 306.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 58 SECONDS WEST 487.29 FEET TO A POINT 5.00 FEET NORTH OF THE NORTH LINE OF 78TH STREET; THENCE NORTH 89 DEGREES 54 MINUTES 49 SECONDS WEST ALONG A LINE 5.00 FEET NORTH OF THE NORTH LINE OF 78TH STREET 669.42 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 58 SECONDS EAST 205.11 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 30.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 58 SECONDS EAST 90.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 02 SECONDS WEST 30.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 58 SECONDS EAST 146.73 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 30.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 58 SECONDS EAST 53.21 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

THAT PORTION TAKEN PURSUANT TO CONDEMNATION CASE NUMBER 43CS17 FILED JUNE 1, 1943.

PARCEL B :

THE NORTH 33 FEET OF THE WEST 130 FEET (EXCEPT THE WEST 33 FEET THEREOF) OF THE SOUTH 1/3 OF THE NORTH 3/12 OF THE SOUTH 60 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL C :

THAT PART OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF LAVERGNE AVENUE AND THE NORTH LINE OF 78TH STREET; THENCE NORTH 00 DEGREES 00 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF LAVERGNE AVENUE, 500.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 85.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 333.42 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 58 SECONDS WEST 8.39 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 306.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 58 SECONDS WEST 487.29 FEET TO A POINT 5.00 FEET NORTH OF THE NORTH LINE OF 78TH STREET; THENCE NORTH 89 DEGREES 54 MINUTES 49 SECONDS WEST ALONG A LINE 5.00 FEET NORTH OF THE NORTH LINE OF 78TH STREET 669.42 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 58 SECONDS EAST 205.11 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 30.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 58 SECONDS EAST 90.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 02 SECONDS WEST 30.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 58 SECONDS EAST 146.73 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 30.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 58 SECONDS EAST 53.21 FEET TO THE POINT OF BEGINNING.

**UNOFFICIAL COPY****PARCEL D:**

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE PURPOSE OF CROSS ACCESS, UTILITIES, SIGNS AND FUTURE EASEMENTS, FOR THE BENEFIT OF PARCELS A AND C OVER THE COMMON AREAS OF THE SHOPPING CENTER PARCEL MORE PARTICULARLY DESCRIBED ON EXHIBIT A-1 ATTACHED TO THE DECLARATION OF EASEMENTS, RESTRICTIONS AND OPERATING AGREEMENTS RECORDED AS DOCUMENT NUMBER 94823987.

**PARCEL E:**

EASEMENT FOR THE BENEFIT OF PARCELS A AND C FOR ROADWAY PURPOSES AS CREATED BY GRANT FOR PUBLIC ROADWAY RECORDED DECEMBER 11, 1997 AS DOCUMENT NUMBER 97930150 AND ASSIGNED BY ASSIGNMENT AND ASSUMPTION OF DRIVEWAY EASEMENT DATED JANUARY 26, 2005 AND RECORDED FEBRUARY 2, 2005 AS DOCUMENT NUMBER 0503334032 OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE SOUTH 1/3 OF THE NORTH 3/12 OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTH 1/3 THAT IS 711.0 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28; THENCE EAST ALONG SAID NORTH LINE, 83.32 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 106 DEGREES 15 MINUTES TO THE RIGHT FROM THE PREVIOUS COURSE, A DISTANCE OF 125.0 FEET TO A POINT 120.0 FEET SOUTH OF SAID NORTH LINE OF THE SOUTH 1/3 OF THE NORTH 3/12; THENCE WEST ALONG A LINE 120.0 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE SOUTH 1/3, 83.32 FEET; THENCE NORTHEASTERLY, 125.0 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL F:**

LOT 1 IN BURBANK STATION, BEING A SUBDIVISION OF THAT PART OF THE SOUTH 1/7 OF THE NORTH 7/12 AND THE SOUTH 1/8 OF THE NORTH 8/12 OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF 78TH STREET (BEING 33 FEET NORTH OF THE CENTER LINE) AND THE WEST LINE OF CICERO AVENUE (BEING 60 FEET WEST OF THE CENTER LINE); THENCE NORTH 89 DEGREES 54 MINUTES, 56 SECONDS WEST ALONG SAID NORTH LINE OF 78TH STREET 212.0 FEET; THENCE NORTH 0 DEGREES 08 MINUTES 56 SECONDS WEST PARALLEL WITH SAID WEST LINE OF CICERO AVENUE, 180.0 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 56 SECONDS EAST 212.0 FEET TO SAID WEST LINE OF CICERO AVENUE; THENCE SOUTH 0 DEGREES 08 MINUTES 56 SECONDS EAST, 180.0 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 24, 1994 AS DOCUMENT 94672782, IN COOK COUNTY, ILLINOIS.