



C.T.I.C.

15N 47118 608PK  
Feb 5 2016

RECORDING REQUESTED BY AND  
AFTER RECORDING, RETURN TO:

Doc#: 1614010012 Fee: \$70.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/19/2016 09:47 AM Pg: 1 of 17

Zev Brachfeld  
3003 Avenue L.  
Suite 2R  
Brooklyn, NY 11210

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

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

This Subordination, Non-Disturbance and Attornment Agreement ("**Agreement**"), is made as of this 15<sup>th</sup> day of April, 2016 among BARCLAYS BANK PLC, a public company registered in England and Wales (together with its successors, assigns and/or affiliates, "**Lender**"), BROADVILLE, LLC, an Illinois limited liability company ("**Landlord**"), and Lakefront Medical Associates, LLC, a Delaware limited liability company, d/b/a Chicago Health Medical Group ("**Tenant**").

**Background**

A. Lender has agreed to make a loan to Landlord (such loan may be made by Lender or one of its affiliates which is a designee of Lender) ("**Loan**"), which will be secured by a mortgage, deed of trust or similar security instrument (either, "**Security Instrument**") on Landlord's property described more particularly on Exhibit A attached hereto ("**Property**").

B. Tenant is the present lessee under that certain lease agreement between Landlord and Tenant dated 2/2/2015, as thereafter modified and supplemented ("**Lease**"), demising a portion of the Property described more particularly in the Lease ("**Leased Space**").

C. A requirement of the Loan is that Tenant's Lease be subordinated to the Security Instrument. Landlord has requested Tenant to so subordinate the Lease in exchange for Lender's agreement not to disturb Tenant's possession of the Leased Space upon the conditions set forth in this Agreement.

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 of the terms, covenants and provisions thereof, and all estates, options and rights created under the Lease, hereby are subordinated and made subject to the lien and effect of the Security Instrument (including, without limitation, all renewals, increases, modifications, spreaders, consolidations, replacements and extensions thereof), as if the Security Instrument had been executed and recorded prior to the Lease, subject to the terms hereof.

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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 Loan shall operate to terminate the Lease or Tenant's rights thereunder to possess and use the Leased Space provided, however, that (a) the term of the Lease has commenced, and (b) the Lease is in full force and effect and no uncured Tenant default exists under the Lease beyond any applicable notice and cure period.

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 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 is 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, unless the same is ongoing in nature and continues after the time the Successor Owner becomes the owner of the Property; (b) subject to any offset or defense which Tenant may have against any prior landlord under the Lease; (c) bound by any payment of rent or additional rent made by Tenant to Landlord more than 30 days in advance; (d) bound by any modification or supplement to the Lease 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 in connection with the foreclosure, deed-in-lieu of foreclosure or other sale in connection with the enforcements of the Security Instrument; or (g) liable for construction or completion of any improvements to the Property or as required under the Lease, unless such obligations arise or relate to periods after the Successor Owner becomes the owner of the Property. Although the foregoing provisions of this Agreement are self-operative, Tenant agrees to execute and deliver to Lender or any Successor Owner such further reasonable 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, to the extent that the Lease so provides.

4. Prior Assignment; Rent Payments; Notice to Tenant Regarding Rent Payments. Tenant has no knowledge of any prior assignment or pledge of the rents accruing under the Lease by Landlord. Tenant hereby consents to Landlord's assignment of the Lease and any rents therefrom to Lender. Tenant acknowledges that the interest of the Landlord under the Lease is to be assigned to Lender solely as security for the purposes specified in said assignment, and Lender shall have no duty, liability or obligation whatsoever under the Lease or any extension or renewal thereof, either by virtue of said assignments or by any subsequent receipt or collection of rents thereunder, unless Lender shall specifically undertake such liability in writing or becomes the Successor Owner, subject to the terms of Section 3 above. Tenant agrees not to pay rent more than one (1) month in advance 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 are to be paid to Lender directly 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.

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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 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 released 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 (i) a period of 5 business days following such notice in the instance of a default which may be cured by the payment of money or (ii) a period of 30 days after receipt of such notice in the instance of a default other than one listed in the preceding clause (i), if such default cannot reasonably be cured within such 30-day period and Lender has diligently commenced to cure such default promptly within the time contemplated by this Agreement, such 30-day period shall be extended for so long as it shall require Lender, in the exercise of due diligence, to cure such default, but, unless the parties otherwise agree, in no event shall the entire cure period be more than 120 days. 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 with the Loan.

6. Right to Purchase. Tenant covenants and acknowledges that it has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Property or the real property of which the Property is a part, or any portion thereof or any interest therein and to the extent that Tenant has had, or hereafter acquires any such right or option, the same is hereby acknowledged to be subject and subordinate to the Security Instrument and is hereby waived and released as against Lender.

7. Miscellaneous.

(a) Notices. All notices and other communications under this Agreement are to be in writing and addressed as set forth below such party's signature hereto. Default or demand notices shall be deemed to have been duly given upon the earlier of: (i) actual receipt; (ii) one (1) business day after having been timely deposited for overnight delivery, fee prepaid, with a reputable overnight courier service, having a reliable tracking system; (iii) one (1) business day after having been sent by telecopier (with answer back acknowledged) provided an additional notice is given pursuant to (ii); or (iv) three (3) business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by certified mail, postage prepaid, return receipt requested, and in the case of clause (ii) and (iv) irrespective of whether delivery is accepted. A new address for notice may be established by written notice to the other parties; provided, however, that no address change will be effective until written notice thereof actually is received by the party to whom such address change is sent.

(b) Entire Agreement; Modification. This Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes and replaces

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all prior discussions, representations, communications and agreements (oral or written). This Agreement shall not be modified, supplemented, or terminated, nor any provision hereof waived, except by a written instrument signed by the party against whom enforcement thereof is sought, and then only to the extent expressly set forth in such writing.

(c) Binding Effect; Joint and Several Obligations. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors, and assigns, whether by voluntary action of the parties or by operation of law. No Indemnitor may delegate or transfer its obligations under this Agreement.

(d) Unenforceable Provisions. Any provision of this Agreement which is determined by a court of competent jurisdiction or government body to be invalid, unenforceable or illegal shall be ineffective only to the extent of such determination 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) Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals, and each duplicate original shall be deemed to be an original. This Agreement (and each duplicate original) also 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.

(f) Construction of Certain Terms. Defined terms used in this Agreement may be used interchangeably in singular or plural form, and pronouns shall be construed to cover all genders. Article and section headings are for convenience only and shall not be used in interpretation of this Agreement. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or other subdivision; and the word "section" refers to the entire section and not to any particular subsection, paragraph or other subdivision; and "Agreement" and each of the Loan Documents referred to herein mean the agreement as originally executed and as hereafter modified, supplemented, extended, consolidated, or restated from time to time.

(g) Governing Law. This Agreement shall be interpreted and enforced according to the laws of the State where the Property is located (without giving effect to its rules governing conflict of laws).

(h) Consent to Jurisdiction. Each party hereto irrevocably consents and submits to the exclusive jurisdiction and venue of any state or federal court sitting in the county and state where the Property is located with respect to any legal action arising with respect to this Agreement and waives all objections which it may have to such jurisdiction and venue.

(i) **WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HERETO WAIVES AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT.**

*[Remainder of page is blank; signatures appear on next page.]*

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IN WITNESS WHEREOF, this Agreement is executed this \_\_\_ day of \_\_\_\_\_, 2015.

**TENANT:**

Lakefront Medical Associates, LLC, d/b/a  
Chicago Health Medical Group

By: *Jason Ruff*  
Name: GARY RUFF  
Title: Authorized Signatory

**Tenant Notice Address:**

Lakefront Medical Associates  
1445 Ross Avenue, Suite 1400  
Dallas, Texas 75202  
Attn: Tim Blakely, Senior Director Real Estate Development

with a copy to:

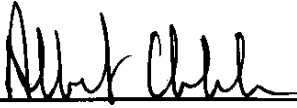
Lakefront Medical Associates  
1445 Ross Avenue, Suite 1400  
Dallas, Texas 75202  
Attn: Audrey Andrews  
Senior Vice President, General Counsel

*[Signatures continue on next page.]*

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**LANDLORD:**

**1134 GRANVILLE LLC, a**  
Delaware limited liability company

By: 

Name: Albert Chehebar  
Title: Authorized Manager

**Landlord Notice Address:**

1134 Granville LLC  
1407 Broadway, Suite 555  
New York, New York 10018  
Attention: Albert Chehebar

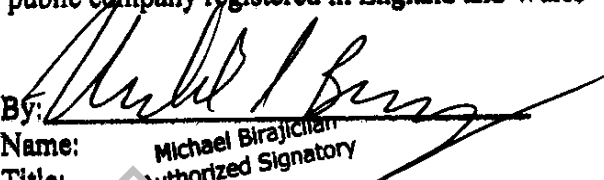
*[Signatures continue on next page.]*



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**LENDER:**

**BARCLAYS BANK PLC, a**  
public company registered in England and Wales

By:   
Name: Michael Birajichian  
Title: Authorized Signatory

**Lender Notice Address:**

Barclays Bank PLC  
745 Seventh Avenue  
New York, New York 10019  
Attention: Michael Birajichian









**UNOFFICIAL COPY****EXHIBIT A****(DESCRIPTION OF LAND)****TRACT 1**

PARKING UNITS P-001 THRU P-006 AND P-101 THRU P-200 IN THE GRANVILLE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOTS 1 TO 5, INCLUSIVE, TOGETHER WITH ALL OF THE PRIVATE ALLEY ADJOINING SAID LOTS IN THE RESUBDIVISION OF LOTS 15, 16 AND 17 OF BLOCK 5 IN COCHRAN'S SECOND ADDITION TO EDGEWATER, TOGETHER WITH LOTS 13, 14, 18 AND 19 EXCEPT THE NORTH 20.00 FEET OF SAID LOT 19 IN SAID BLOCK 5 OF COCHRAN'S SECOND ADDITION, TOGETHER WITH ALL OF THE EAST - WEST 15 FOOT VACATED ALLEY AND PART OF THE NORTH - SOUTH 20 FOOT VACATED ALLEY PER ORDINANCE PASSED APRIL 26, 2006 IN BLOCK 5 IN COCHRAN'S SECOND ADDITION TO EDGEWATER, SAID ADDITION BEING A SUBDIVISION OF THE EAST 1/2 OF (EXCEPT THE WEST 1320 FEET OF THE SOUTH 1913 FEET AND EXCEPT RAILROAD) SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED NOVEMBER 3, 2006 AS DOCUMENT NUMBER 0831945102; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS AMENDED, IN COOK COUNTY, ILLINOIS.

**TRACT 2:****PARCEL 1: (RETAIL SPACE #1)**

PARCEL 1: A PART OF BLOCK 5 IN COCHRAN'S SECOND ADDITION TO EDGEWATER, RECORDED JANUARY 7, 1909 AS DOCUMENT 4311115, IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AND THAT PORTION OF THE ALLEY ADJOINING LOTS 18 & 19 IN SAID BLOCK 5, VACATED BY DOCUMENT 0629210106, RECORDED OCTOBER 19, 2006 IN SAID OFFICE OF THE RECORDER, BEING A PART OF THE EAST HALF OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE THE HORIZONTAL PLANE HAVING AN ELEVATION OF +9.2 FEET, (THIS AND ALL SUBSEQUENT ELEVATIONS BASED ON CHICAGO CITY DATUM, ESTABLISHED FROM CHICAGO STANDARD BENCH MONUMENT #234) AND BELOW THE HORIZONTAL PLANE HAVING AN ELEVATION OF +24.5 FEET AND LYING WITHIN THE HORIZONTAL BOUNDARY, PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 5, THENCE NORTH 00°00'56" EAST (THIS AND ALL SUBSEQUENT BEARINGS BASED ON THE WEST LINE SAID BLOCK 5 AS BEING NORTH 00°00'56" EAST, AS SHOWN ON SAID DOCUMENT 0629210106), 134.39 FEET ALONG THE WEST LINE OF SAID BLOCK 5; THENCE SOUTH 89°25'56" EAST, 1.58 FEET TO A POINT HEREBY DESIGNATED AS POINT 'A' AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00°24'30" EAST, 109.14 FEET; THENCE SOUTH 89°31'37" EAST, 91.00 FEET; THENCE SOUTH 00°23'33" EAST, 13.09 FEET; THENCE SOUTH 89°27'46" EAST, 36.98 FEET; THENCE SOUTH 51°32'20" EAST, 16.34 FEET; THENCE SOUTH 00°26'28" WEST, 83.33 FEET; THENCE NORTH 89°10'00" WEST, 7.13 FEET; THENCE SOUTH 00°07'49" WEST, 10.13 FEET; THENCE NORTH 89°33'52" WEST, 73.98 FEET; THENCE NORTH 01°12'58" EAST, 9.69 FEET; THENCE NORTH 89°11'07" WEST, 18.41 FEET; THENCE SOUTH 00°57'55" WEST, 2.36 FEET; THENCE NORTH 89°25'56" WEST, 42.40 FEET TO THE POINT OF BEGINNING. TOGETHER WITH

PARCEL 2: THAT PART OF SAID PARCEL 1, LYING ABOVE THE HORIZONTAL PLANE HAVING AN ELEVATION OF +24.5 FEET AND BELOW THE HORIZONTAL PLANE HAVING AN ELEVATION OF +29.5 FEET AND LYING WITHIN THE HORIZONTAL BOUNDARY, PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS: COMMENCING AT THE AFOREMENTIONED POINT 'A'; THENCE NORTH 00°24'30" EAST, 63.92 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 00°24'30" EAST, 45.22 FEET; THENCE SOUTH 89°31'37" EAST, 42.08 FEET; THENCE SOUTH 00°24'30" WEST, 45.17 FEET; THENCE NORTH 89°35'30" WEST, 42.08 FEET TO THE POINT OF BEGINNING. TOGETHER WITH:

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

1122-1148 W Granville Ave  
6201-6223 N. Broadway  
Chicago - Ill - 60660

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PARCEL 3: THAT PART OF SAID PARCEL 1, LYING ABOVE THE HORIZONTAL PLANE HAVING AN ELEVATION OF +24.5 FEET AND BELOW THE THREE DIMENSIONAL PLANE LYING WITHIN THE HORIZONTAL BOUNDARY, PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS: COMMENCING AT THE AFOREMENTIONED POINT 'A', THENCE NORTH 00°24'30" EAST, 83.92 FEET; THENCE SOUTH 89°35'30" EAST, 42.08 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT HAVING AN ELEVATION OF +29.5; THENCE NORTH 00°24'30" EAST, 45.17 FEET TO A POINT HAVING AN ELEVATION OF +29.5 FEET; THENCE SOUTH 89°31'37" EAST, 37.95 FEET TO A POINT HAVING AN ELEVATION OF +32.1 FEET; THENCE SOUTH 00°24'30" WEST, 45.12 FEET TO A POINT HAVING AN ELEVATION OF +32.1; THENCE NORTH 89°35'30" WEST, 37.95 FEET TO THE POINT OF BEGINNING. TOGETHER WITH:

PARCEL 4: THAT PART OF SAID PARCEL 1, LYING ABOVE THE HORIZONTAL PLANE HAVING AN ELEVATION OF +24.5 FEET SAID CITY DATUM, AND BELOW THE HORIZONTAL PLANE HAVING AN ELEVATION OF +32.1 FEET, AND LYING WITHIN THE HORIZONTAL BOUNDARY, PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS: COMMENCING AT THE AFOREMENTIONED POINT 'A', THENCE NORTH 00°24'30" EAST, 83.92 FEET; THENCE SOUTH 89°35'30" EAST, 80.03 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00°24'30" EAST, 45.12 FEET; THENCE SOUTH 89°31'37" EAST, 11.65 FEET; THENCE SOUTH 00°23'33" EAST, 13.09 FEET; THENCE SOUTH 89°27'46" EAST, 27.49 FEET; THENCE SOUTH 00°24'30" WEST, 31.96 FEET; THENCE NORTH 89°35'30" WEST, 39.31 FEET TO THE POINT OF BEGINNING. TOGETHER WITH:

PARCEL 5: THAT PART OF SAID PARCEL 1, LYING ABOVE THE HORIZONTAL PLANE HAVING AN ELEVATION OF +24.5 FEET AND BELOW THE THREE DIMENSIONAL PLANE LYING WITHIN THE HORIZONTAL BOUNDARY, PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS: BEGINNING AT THE AFOREMENTIONED POINT 'A' SAID POINT HAVING AN ELEVATION OF +25.0 FEET; THENCE NORTH 00°24'30" EAST, 83.92 FEET; THENCE SOUTH 89°35'30" EAST, 59.87 FEET TO A POINT HAVING AN ELEVATION OF +29.5 FEET; THENCE SOUTH 00°24'30" WEST, 61.80 FEET TO A POINT HAVING AN ELEVATION OF +25.2 FEET; THENCE NORTH 89°11'07" WEST, 17.25 FEET TO A POINT HAVING AN ELEVATION OF +25.2 FEET; THENCE SOUTH 00°57'55" WEST, 2.36 FEET TO A POINT HAVING AN ELEVATION OF +25.0 FEET; THENCE NORTH 89°25'56" WEST, 42.40 FEET TO THE POINT OF BEGINNING.

#### TRACT 3: (RETAIL SPACE #2)

A PART OF BLOCK 5 IN COCHRAN'S SECOND ADDITION TO EDGEWATER, RECORDED JANUARY 7, 1909 AS DOCUMENT 4311115, IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AND THAT PORTION OF THE ALLEY ADJOINING LOTS 18 & 19 IN SAID BLOCK, VACATED BY DOCUMENT 0629210106, RECORDED OCTOBER 19, 2006 IN SAID OFFICE OF THE RECORDER, BEING A PART OF THE EAST HALF OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE THE HORIZONTAL PLANE HAVING AN ELEVATION OF +9.2 FEET, (THIS AND ALL SUBSEQUENT ELEVATIONS BASED ON CHICAGO CITY DATUM, ESTABLISHED FROM CHICAGO STANDARD BENCH MONUMENT #234) AND BELOW THE HORIZONTAL PLANE HAVING AN ELEVATION OF +24.5 FEET AND LYING WITHIN THE HORIZONTAL BOUNDARY, PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 5, THENCE NORTH 00°00'56" EAST (THIS AND ALL SUBSEQUENT BEARINGS BASED ON THE WEST LINE SAID BLOCKS AS BEING NORTH 00°00'56" EAST, AS SHOWN ON SAID DOCUMENT 0629210106), 41.05 FEET ALONG THE WEST LINE OF SAID BLOCK 5; THENCE NORTH 89°35'20" EAST, 1.08 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°27'04" EAST, 59.03 FEET; THENCE SOUTH 89°16'17" EAST, 17.36 FEET; THENCE SOUTH 00°35'29" WEST, 17.28 FEET; THENCE SOUTH 45°18'26" EAST, 9.47 FEET; THENCE SOUTH 89°33'16" EAST, 72.59 FEET; THENCE SOUTH 00°08'25" WEST, 16.78 FEET; THENCE SOUTH 89°33'09" EAST, 5.91 FEET; THENCE SOUTH 00°33'28" WEST, 16.34 FEET; THENCE SOUTH 89°37'36" EAST, 9.45 FEET; THENCE SOUTH 00°32'24" WEST, 29.95 FEET; THENCE NORTH 89°11'21" WEST, 6.53 FEET; THENCE SOUTH 00°29'27" WEST, 3.38 FEET; THENCE NORTH 89°23'58" WEST, 26.51 FEET; THENCE SOUTH 00°16'14" WEST, 8.85 FEET; THENCE

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NORTH 89°44'17" WEST, 39.25 FEET; THENCE NORTH 00°36'16" EAST, 15.19 FEET; THENCE NORTHWESTERLY 36.17 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 59.09 FEET AND A CHORD BEARING NORTH 44°20'00" WEST, 35.61 FEET; THENCE SOUTH 89°35'20" WEST, 14.78 FEET TO THE POINT OF BEGINNING.

**UNOFFICIAL COPY****TRACT 4: (RETAIL SPACE #3)**

A PART OF BLOCK 5 IN COCHRAN'S SECOND ADDITION TO EDGEWATER, RECORDED JANUARY 7, 1909 AS DOCUMENT 4311115, IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AND THAT PORTION OF THE ALLEY ADJOINING LOTS 18 & 19 IN SAID BLOCK 5, VACATED BY DOCUMENT 0629210106, RECORDED OCTOBER 19, 2006 IN SAID OFFICE OF THE RECORDER, BEING A PART OF THE EAST HALF OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE THE HORIZONTAL PLANE HAVING AN ELEVATION OF +9.2 FEET, (THIS AND ALL SUBSEQUENT ELEVATIONS BASED ON CHICAGO CITY DATUM, ESTABLISHED FROM CHICAGO STANDARD BENCH MONUMENT #234) AND BELOW THE HORIZONTAL PLANE HAVING AN ELEVATION OF +24.5 FEET AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 5, THENCE SOUTH 89°33'04" EAST (THIS AND ALL SUBSEQUENT BEARINGS BASED ON THE WEST LINE OF SAID BLOCK 5 AS BEING NORTH 00°00'56" EAST, AS SHOWN ON SAID DOCUMENT 0629210106), 135.86 FEET; THENCE NORTH 00°09'13" EAST, 9.71 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING THENCE NORTH 00°09'13" EAST, 7.66 FEET; THENCE NORTH 89°39'02" WEST, 3.37 FEET; THENCE NORTH 00°37'34" EAST, 15.03 FEET; THENCE SOUTH 88°55'33" EAST, 6.57 FEET; THENCE NORTH 00°21'58" EAST, 12.86 FEET; THENCE SOUTH 89°22'04" EAST, 11.28 FEET; THENCE NORTH 00°25'09" EAST, 14.78 FEET; THENCE SOUTH 89°07'43" EAST, 5.35 FEET; THENCE SOUTH 00°18'47" EAST, 4.00 FEET; THENCE SOUTH 89°12'12" EAST, 19.50 FEET; THENCE NORTH 00°00'00" EAST, 16.10 FEET; THENCE SOUTH 89°56'37" EAST, 71.70 FEET TO A POINT HEREBY DESIGNATED AS POINT 'B'; THENCE SOUTH 00°06'58" WEST, 71.44 FEET; THENCE NORTH 89°32'36" WEST, 53.29 FEET; THENCE NORTH 00°30'25" EAST, 2.62 FEET; THENCE NORTH 89°21'07" WEST, 10.88 FEET; THENCE NORTH 01°43'14" EAST, 6.14 FEET; THENCE NORTH 89°33'54" WEST, 47.32 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PART THEREOF LYING ABOVE THE THREE DIMENSIONAL PLANE LYING WITHIN THE HORIZONTAL BOUNDARY, PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS: BEGINNING AT THE AFOREMENTIONED POINT 'B', HAVING AN ELEVATION OF +22.3 FEET; THENCE SOUTH 00°06'58" WEST, 29.62 FEET TO A POINT HAVING AN ELEVATION OF +24.5 FEET; THENCE NORTH 89°38'04" WEST, 60.25 FEET TO A POINT HAVING AN ELEVATION OF +24.5 FEET; THENCE NORTH 00°29'28" EAST, 29.29 FEET TO A POINT HAVING AN ELEVATION OF +22.3 FEET; THENCE SOUTH 89°56'37" EAST, 60.06 FEET TO THE POINT OF BEGINNING.

**EASEMENT #1:**

AN EASEMENT OVER, UNDER AND THROUGH A PART OF THE COMMON AREA OF THE FIRST FLOOR OF "THE GRANVILLE" BEING A CONDOMINIUM OF A PART OF BLOCK 5 IN COCHRAN'S SECOND ADDITION TO EDGEWATER RECORDED JANUARY 7, 1909 AS DOCUMENT 4311115 IN THE OFFICE OF RECORDER OF COOK COUNTY, ILLINOIS, AND THAT PORTION OF THE ALLEY ADJOINING LOTS 18, AND 19 IN SAID BLOCK 5, VACATED BY DOCUMENT 0629210106, RECORDED OCTOBER 19, 2006 IN SAID OFFICE OF THE RECORDER, BEING PART OF THE EAST HALF OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE THE HORIZONTAL PLANE HAVING AN ELEVATION OF +9.2 FEET (THIS AND ALL SUBSEQUENT ELEVATIONS BASED ON CHICAGO CITY DATUM, ESTABLISHED FROM CHICAGO STANDARD BENCH MONUMENT #234) AND BELOW THE HORIZONTAL PLANE HAVING AN ELEVATION OF +24.5 FEET AND LYING WITHIN THE HORIZONTAL BOUNDARY PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 5, THENCE SOUTH 89 DEGREES 33 MINUTES 04 SECONDS EAST (THIS AND ALL SUBSEQUENT BEARINGS BASED ON THE WEST LINE OF BLOCK 5 AS BEING NORTH 00 DEGREES 00 MINUTES 56 SECONDS EAST, AS SHOWN ON SAID DOCUMENT 0629210106), 79.85 FEET ALONG THE SOUTH LINE OF SAID BLOCK 5 TO THE SOUTHERLY EXTENSION OF A NORTH/SOUTH LINE OF RETAIL SPACE 2 IN SAID CONDOMINIUM, SAID POINT BEING THE POINT OF BEGINNING, THENCE NORTH 00 DEGREES 16 MINUTES 14 SECONDS EAST ALONG SAID EXTENSION AND LINE A DISTANCE OF 9.75 FEET TO A CORNER IN SAID SPACE 2; THENCE SOUTH 89 DEGREES 23 MINUTES 58 SECONDS EAST ALONG AN EAST/WEST LINE OF SAID SPACE 2 A DISTANCE OF 26.51 FEET TO A CORNER IN SAID SPACE 2; THENCE SOUTH 00 DEGREES 29 MINUTES 27 SECONDS WEST ALONG THE SOUTHERLY EXTENSION OF A NORTH/SOUTH LINE OF SAID SPACE 2 A DISTANCE OF 9.68 FEET TO THE SOUTH LINE OF SAID BLOCK 5; THENCE NORTH 89 DEGREES 33 MINUTES 04 SECONDS WEST ALONG SAID SOUTH LINE 26.47 FEET TO THE POINT OF BEGINNING. AS DELINEATED AND DESCRIBED IN THE EASEMENT AGREEMENT RECORDED ON JANUARY 15, 2016 AS DOCUMENT 1601522022.

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## EASEMENT #2:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 5, THENCE NORTH 00°00'56" EAST (THIS AND ALL SUBSEQUENT BEARINGS BASED ON THE WEST LINE SAID BLOCK 5 AS BEING NORTH 00°00'56" EAST, AS SHOWN ON SAID DOCUMENT 0629210106), 41.05 FEET; THENCE NORTH 89°35'20" EAST A DISTANCE OF 1.08 FEET; THEN NORTH 0°27'04" EAST A DISTANCE OF 3.58 FEET; THEN NORTH 89°55'40" WEST A DISTANCE OF 1.41 FEET TO THE POINT OF THE BEGINNING, SAID POINT BEINGS IN THE MOST WESTERLY LINE OF COMMON ELEMENTS OF SAID PLAT; THEN NORTH 00°27'04" EAST, ALONG SAID LINE, A DISTANCE OF 56.87 FEET; THENCE SOUTH 89°16'17" EAST ALONG THE NORTH FACE OF A CONCRETE BLOCK WALL, A DISTANCE OF 114.80 FEET TO A CORNER IN SAID WALL; THENCE SOUTH 00°32'24" WEST ALONG A NORTH/SOUTH CONCRETE BLOCK WALL, A DISTANCE OF 16.85 FEET; THENCE NORTH 89°27'36" WEST, A DISTANCE OF 9.26 FEET; THENCE SOUTH 0°32'24" WEST, A DISTANCE OF 7.54 FEET TO A POINT IN THE EASTERLY EXTENSION OF AN EAST/WEST LINE OF SPACE 2 OF SAID CONDOMINIUM; THENCE NORTH 89°33'16" WEST ALONG SAID LINE AND ITS EXTENSION, A DISTANCE OF 79.92 FEET; THENCE NORTH 45°18'26" WEST, ALONG A LINE OF SAID SPACE 2, A DISTANCE OF 9.47 FEET TO A CORNER OF SAID SPACE 2; THENCE NORTH 00°25'39" EAST ALONG A LINE OF SAID SPACE 2, A DISTANCE OF 17.28 FEET TO A POINT IN THE MOST NORTHERLY LINE OF SAID SPACE 2; THENCE NORTH 89°16'17" WEST ALONG SAID NORTH LINE, A DISTANCE OF 17.38 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID SPACE 2; THENCE SOUTH 00°27'04" WEST ALONG THE MOST WESTERLY LINE OF SAID SPACE 2, A DISTANCE OF 55.89 FEET; THENCE NORTH 89°55'40" WEST A DISTANCE OF 1.41 FEET TO THE POINT OF BEGINNING;  
 AREA: 2,367 SQ. FT.

of Cook County Clerk's Office



**UNOFFICIAL COPY****EXHIBIT B****(LIST OF UNITS / TAX PARCEL IDENTIFICATION NUMBERS)**

| <b>Unit Number</b> | <b>Tax Parcel ID No.</b> | <b>Percentage Interests</b> |
|--------------------|--------------------------|-----------------------------|
| Unit P-001         | 14-05-204-028-1161       | .04311861%                  |
| Unit P-002         | 14-05-204-028-1162       | .04311861%                  |
| Unit P-003         | 14-05-204-028-1163       | .04311861%                  |
| Unit P-004         | 14-05-204-028-1164       | .04311861%                  |
| Unit P-005         | 14-05-204-028-1165       | .04311861%                  |
| Unit P-006         | 14-05-204-028-1166       | .04311861%                  |
| Unit P-101         | 14-05-204-028-1167       | .04311861%                  |
| Unit P-102         | 14-05-204-028-1168       | .04311861%                  |
| Unit P-103         | 14-05-204-028-1169       | .04311861%                  |
| Unit P-104         | 14-05-204-028-1170       | .04311861%                  |
| Unit P-105         | 14-05-204-028-1171       | .04311861%                  |
| Unit P-106         | 14-05-204-028-1172       | .04311861%                  |
| Unit P-107         | 14-05-204-028-1173       | .04311861%                  |
| Unit P-108         | 14-05-204-028-1174       | .04311861%                  |
| Unit P-109         | 14-05-204-028-1175       | .04311861%                  |
| Unit P-110         | 14-05-204-028-1176       | .04311861%                  |
| Unit P-111         | 14-05-204-028-1177       | .04311861%                  |
| Unit P-112         | 14-05-204-028-1178       | .04311861%                  |
| Unit P-113         | 14-05-204-028-1179       | .04311861%                  |
| Unit P-114         | 14-05-204-028-1180       | .04311861%                  |
| Unit P-115         | 14-05-204-028-1181       | .04311861%                  |
| Unit P-116         | 14-05-204-028-1182       | .04311861%                  |
| Unit P-117         | 14-05-204-028-1183       | .04311861%                  |
| Unit P-118         | 14-05-204-028-1184       | .04311861%                  |
| Unit P-119         | 14-05-204-028-1185       | .04311861%                  |
| Unit P-120         | 14-05-204-028-1186       | .04311861%                  |
| Unit P-121         | 14-05-204-028-1187       | .04311861%                  |
| Unit P-122         | 14-05-204-028-1188       | .04311861%                  |
| Unit P-123         | 14-05-204-028-1189       | .04311861%                  |
| Unit P-124         | 14-05-204-028-1190       | .04311861%                  |
| Unit P-125         | 14-05-204-028-1191       | .04311861%                  |
| Unit P-126         | 14-05-204-028-1192       | .04311861%                  |
| Unit P-127         | 14-05-204-028-1193       | .04311861%                  |
| Unit P-128         | 14-05-204-028-1194       | .04311861%                  |
| Unit P-129         | 14-05-204-028-1195       | .04311861%                  |
| Unit P-130         | 14-05-204-028-1196       | .04311861%                  |
| Unit P-131         | 14-05-204-028-1197       | .04311861%                  |
| Unit P-132         | 14-05-204-028-1198       | .04311861%                  |
| Unit P-133         | 14-05-204-028-1199       | .04311861%                  |
| Unit P-134         | 14-05-204-028-1200       | .04311861%                  |



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|            |                    |            |
|------------|--------------------|------------|
| Unit P-135 | 14-05-204-028-1201 | .04311861% |
| Unit P-136 | 14-05-204-028-1202 | .04311861% |
| Unit P-137 | 14-05-204-028-1203 | .04311861% |
| Unit P-138 | 14-05-204-028-1204 | .04311861% |
| Unit P-139 | 14-05-204-028-1205 | .04311861% |
| Unit P-140 | 14-05-204-028-1206 | .04311861% |
| Unit P-141 | 14-05-204-028-1207 | .04311861% |
| Unit P-142 | 14-05-204-028-1208 | .04311861% |
| Unit P-143 | 14-05-204-028-1209 | .04311861% |
| Unit P-144 | 14-05-204-028-1210 | .04311861% |
| Unit P-145 | 14-05-204-028-1211 | .04311861% |
| Unit P-146 | 14-05-204-028-1212 | .04311861% |
| Unit P-147 | 14-05-204-028-1213 | .04311861% |
| Unit P-148 | 14-05-204-028-1214 | .04311861% |
| Unit P-149 | 14-05-204-028-1215 | .04311861% |
| Unit P-150 | 14-05-204-028-1216 | .04311861% |
| Unit P-151 | 14-05-204-028-1217 | .04311861% |
| Unit P-152 | 14-05-204-028-1218 | .04311861% |
| Unit P-153 | 14-05-204-028-1219 | .04311861% |
| Unit P-154 | 14-05-204-028-1220 | .04311861% |
| Unit P-155 | 14-05-204-028-1221 | .04311861% |
| Unit P-156 | 14-05-204-028-1222 | .04311861% |
| Unit P-157 | 14-05-204-028-1223 | .04311861% |
| Unit P-158 | 14-05-204-028-1224 | .04311861% |
| Unit P-159 | 14-05-204-028-1225 | .04311861% |
| Unit P-160 | 14-05-204-028-1226 | .04311861% |
| Unit P-161 | 14-05-204-028-1227 | .04311861% |
| Unit P-162 | 14-05-204-028-1228 | .04311861% |
| Unit P-163 | 14-05-204-028-1229 | .04311861% |
| Unit P-164 | 14-05-204-028-1230 | .04311861% |
| Unit P-165 | 14-05-204-028-1231 | .04311861% |
| Unit P-166 | 14-05-204-028-1232 | .04311861% |
| Unit P-167 | 14-05-204-028-1233 | .04311861% |
| Unit P-168 | 14-05-204-028-1234 | .04311861% |
| Unit P-169 | 14-05-204-028-1235 | .04311861% |
| Unit P-170 | 14-05-204-028-1236 | .04311861% |
| Unit P-171 | 14-05-204-028-1237 | .04311861% |
| Unit P-172 | 14-05-204-028-1238 | .04311861% |
| Unit P-173 | 14-05-204-028-1239 | .04311861% |
| Unit P-174 | 14-05-204-028-1240 | .04311861% |
| Unit P-175 | 14-05-204-028-1241 | .04311861% |
| Unit P-176 | 14-05-204-028-1242 | .04311861% |
| Unit P-177 | 14-05-204-028-1243 | .04311861% |
| Unit P-178 | 14-05-204-028-1244 | .04311861% |
| Unit P-179 | 14-05-204-028-1245 | .04311861% |

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|            |                    |            |
|------------|--------------------|------------|
| Unit P-180 | 14-05-204-028-1246 | .04311861% |
| Unit P-181 | 14-05-204-028-1247 | .04311861% |
| Unit P-182 | 14-05-204-028-1248 | .04311861% |
| Unit P-183 | 14-05-204-028-1249 | .04311861% |
| Unit P-184 | 14-05-204-028-1250 | .04311861% |
| Unit P-185 | 14-05-204-028-1251 | .04311861% |
| Unit P-186 | 14-05-204-028-1252 | .04311861% |
| Unit P-187 | 14-05-204-028-1253 | .04311861% |
| Unit P-188 | 14-05-204-028-1254 | .04311861% |
| Unit P-189 | 14-05-204-028-1255 | .04311861% |
| Unit P-190 | 14-05-204-028-1256 | .04311861% |
| Unit P-191 | 14-05-204-028-1257 | .04311861% |
| Unit P-192 | 14-05-204-028-1258 | .04311861% |
| Unit P-193 | 14-05-204-028-1259 | .04311861% |
| Unit P-194 | 14-05-204-028-1260 | .04311861% |
| Unit P-195 | 14-05-204-028-1261 | .04311861% |
| Unit P-196 | 14-05-204-028-1262 | .04311861% |
| Unit P-197 | 14-05-204-028-1263 | .04311861% |
| Unit P-198 | 14-05-204-028-1264 | .04311861% |
| Unit P-199 | 14-05-204-028-1265 | .04311861% |
| Unit P-200 | 14-05-204-028-1266 | .04311861% |

14-05-204-026-0000  
 14-05-204-027-0000