



Doc#: 1617410012 Fee: \$66.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/22/2016 09:34 AM Pg: 1 of 15

Prepared by and after recording
return to:

Evergreen Bank Group
Attention: Michael Obremski
1515 West 22nd Street – Suite 100W
Oak Brook, Illinois 60523

CT
CT/160092911WF
NSC Doc 354

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (“Agreement”) is made and entered into as of this 9th day of June, 2016, by and among, EVERGREEN BANK GROUP, an Illinois banking corporation (“Lender”), EUROFRESH PLAZA, L.L.C., an Illinois limited liability company (“Landlord”) and JPMORGAN CHASE BANK, N.A., a national banking association (“Tenant”).

WITNESSETH:

WHEREAS, Lender is now the owner and holder of that certain Promissory Note (“Note”) dated as of June 9, 2016 in the principal sum of TWO MILLION SEVEN HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$2,750,000.00), secured by a first priority Mortgage (“Mortgage”) dated as of even date with the Note executed by Landlord and payable to the order of Lender, as recorded on 6-22-16, 2016 as Document No. 1617410010 with the Recorder of Deeds Office of Cook County, Illinois, which Mortgage constitutes a lien or encumbrance on the real property described on **Exhibit A** attached hereto and incorporated herein for all purposes, together with all improvements, appurtenances, and other properties (whether real or personal), rights and interests described in the Mortgage (“Property”); and

WHEREAS, Tenant is the holder of a leasehold estate in and to a portion of the Property, being the tract of land more fully described in **Exhibit B** attached hereto and incorporated herein for all purposes (the property which is the subject of such leasehold estate, together with Tenant’s appurtenant easements in the Property, being referred to as the “Demised Premises”), pursuant to the terms of that certain Ground Lease (“Lease”) dated December 7, 2009, executed by Tenant and Landlord; and

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WHEREAS, Tenant, Landlord and Lender desire to confirm their understandings with respect to the Lease and the Mortgage.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree and covenant as follows:

1. Non-Disturbance by Lender. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession and occupancy of the Demised Premises shall not be interfered with or disturbed by Lender during the term of the Lease or any extension thereof duly exercised by Tenant.

2. Attornment by Tenant. If the interests of Landlord in and to the Demised Premises are owned by Lender by reason of judicial foreclosure, private trustee sale or other proceedings brought by it or by any other manner, including, but not limited to, Lender's exercise of its rights under any collateral assignment(s) of leases and rents, and Lender succeeds to the interest of the Landlord under the Lease, Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extension thereof duly exercised by Tenant with the same force and effect as if Lender were the Landlord under the Lease. Tenant does hereby attorn to Lender, as its Landlord, said attornment to be effective and self-operative, without the execution of any further instruments on the part of any of the parties hereto, immediately upon Lender's succeeding to the interest of the Landlord under the Lease; provided, however, that Tenant shall be under no obligation to pay rent to Lender until Tenant receives written notice from Lender that it has succeeded to the interest of the Landlord under the Lease. Notwithstanding the foregoing, Tenant shall still be under an obligation to pay rent to the Landlord, prior to receipt of such written notice. Landlord hereby authorizes and directs Tenant to deliver such payment to Lender upon receipt of such written notice and shall indemnify and hold Tenant harmless from any loss, cost, expense or claim incurred by Tenant in connection with its compliance with this provision. The respective rights and obligations of Tenant and Lender under such attornment, to the extent of the then remaining balance of the term of the Lease and any such extension, shall be and are the same as now set forth therein, it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference, with the same force and effect as if set forth at length herein.

3. Lender Bound by Terms of Lease. If Lender shall succeed to the interest of Landlord under the Lease, Lender shall be bound to Tenant under all of the terms, covenants and conditions of the Lease.

4. Subordination of Lease. Subject to the terms of this Agreement (including, but not limited to, those in Paragraph 2), the Lease now is, and shall at all times continue to be subject and subordinate in each and every respect to the Mortgage and to any and all renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgage.

5. Successors of Lender Also Included. The term "Lender" shall be deemed to include the Lender stated hereinabove and any of its successors and assigns, including anyone

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who shall have succeeded to Landlord's interest by, through or under judicial foreclosure or private trustee's sale or other proceedings brought pursuant to the Mortgage, or deed in lieu of such foreclosure or proceedings, or otherwise.

6. **No Modification.** This Agreement may not be modified orally or in any manner other than by an agreement, in writing, signed by the parties hereto and their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their representative successors and assigns.

7. **Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signature and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.

8. **Notices.** All notices or other communications required or permitted to be given pursuant to the provisions hereof shall be in writing and shall be deemed served and given at the time of (i) deposit in a depository receptacle under the care and custody of the United States Postal Service, properly addressed to the designated address of the addressee as set forth below, postage prepaid, registered or certified mail with return receipt requested or (ii) delivery to the designated address of the addressee set forth below by a third party commercial delivery service. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notices, the addresses of the parties shall be as follows:

Lender: Evergreen Bank Group
 Attention Chief Credit Officer
 1515 West 22nd Street – Suite 100W
 Oak Brook, Illinois 60523

Tenant: JPMorgan Chase, National Association
 Attention Lease Administration
 1111 Polaris Parkway, Ste. 1E
 Mail Code: OH1-0241
 Columbus, Ohio 43240

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Landlord: EUROFRESH PLAZA, L.L.C
c/o Guido Tenuta
1 Pacer Trail
South Barrington, Illinois 60010

With a copy to: Mr. Steven A. Migala
Lavelle Law, Ltd.
501 West Colfax Street
Palatine, Illinois 60067

Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by notice to the other parties of such new address at least thirty (30) days prior to the effective date of such new address.

[Signature Pages Follow]

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

LENDER:

EVERGREEN BANK GROUP,
an Illinois banking corporation

By: 

Name: Michael R. Chock

Title: Senior Vice President

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TENANT:

JPMORGAN CHASE BANK, N.A.,
a national banking association

By: Donna Ogilvie
Name: Donna Ogilvie
Title: Vice-President

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LANDLORD:

EUROFRESH PLAZA, L.L.C.,
an Illinois limited liability company

By 

Name: Guido Tenuta
Title: Manager

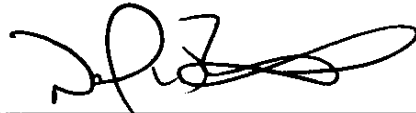
Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
)
COUNTY OF Cook) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MICHAEL R. CHOCK, personally known to me as the Senior Vice President of EVERGREEN BANK GROUP, an Illinois banking corporation, and 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 he signed, sealed and delivered the said instrument as Senior Vice President of said corporation, pursuant to authority, given by the Board of Directors of the corporation, as his own and free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9 day of June, 2016.



Notary Public

My Commission Expires: 9/16/17



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STATE OF Ohio)
)
COUNTY OF Franklin) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Donna Ogilbee, personally known to me as the Vice President of JPMORGAN CHASE BANK, N.A., a national banking association, and 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 s/he signed, sealed and delivered the said instrument as Vice President of said corporation, pursuant to authority, given by the Board of Directors of the corporation, as his/her own and free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24 day of May, 2016.

Brittany Nelson
Notary Public

My Commission Expires: 9/8/18




Brittany A Nelson Lewis
Notary Public, State of Ohio
My Commission Expires 09-08-18

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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that GUIDO TENUTA, personally known to me as the Manager of EUROFRESH PLAZA, L.L.C., an Illinois limited liability company, and 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 he signed, sealed and delivered the said instrument as Manager of said limited liability company, pursuant to authority, given by the members of the limited liability company, as his own and 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 9 day of June, 2016.



Notary Public

My Commission Expires: 9/16/17



UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION OF SHOPPING CENTER PARCEL****PARCEL 1:**

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF THE NORTHWEST HIGHWAY AND THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF NORTHWEST HIGHWAY, A DISTANCE OF 167.31 FEET; THENCE NORTHEASTERLY PERPENDICULAR AND AT RIGHT ANGLES TO THE CENTER LINE OF NORTHWEST HIGHWAY A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING OF TRACT HEREIN DESCRIBED; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF SAID NORTHWEST HIGHWAY, A DISTANCE OF 373 FEET; THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, A DISTANCE OF 530 FEET; THENCE NORTHWESTERLY ALONG A LINE PARALLEL WITH THE SAID CENTER LINE OF NORTHWEST HIGHWAY, A DISTANCE OF 504.99 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL, WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, A DISTANCE OF 380 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF NORTHWEST HIGHWAY, A DISTANCE OF 182 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 141.42 FEET TO THE POINT OF BEGINNING;

(EXCEPT FROM SAID TRACT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF TRACT AFORESAID 55.5 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT 214.49 FEET THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID TRACT 246.50 FEET; THENCE NORTHEASTERLY ALONG A LINE HAVING AN INTERIOR ANGLE OF 90 DEGREES 6 MINUTES 30 SECONDS WITH THE LAST DESCRIBED LINE, A DISTANCE OF 204.99 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID TRACT 1.10 FEET; THENCE NORTHEASTERLY ALONG A LINE WHICH IS PERPENDICULAR TO THE NORTH LINE OF TRACT AFORESAID, 16.55 FEET TO A LINE 33 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 265.26 FEET; THENCE WESTERLY ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING)

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(ALSO EXCEPT FROM SAID TRACT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF TRACT AFORESAID 305 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH ON SAID WEST LINE OF TRACT 75 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF NORTHWEST HIGHWAY, A DISTANCE OF 182 FEET; THENCE NORTHEASTERLY ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 70.71 FEET; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PARCEL OF LAND LYING WITHIN THE FOLLOWING DESCRIBED TRACT:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF THE NORTHWEST HIGHWAY AND THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF NORTHWEST HIGHWAY, A DISTANCE OF 167.31 FEET; THENCE NORTHEASTERLY PERPENDICULAR AND AT RIGHT ANGLES TO THE CENTER LINE OF NORTHWEST HIGHWAY A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF SAID NORTHWEST HIGHWAY, A DISTANCE OF 373 FEET; THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, A DISTANCE OF 530 FEET; THENCE NORTHWESTERLY ALONG A LINE PARALLEL WITH THE SAID CENTER LINE OF NORTHWEST HIGHWAY, A DISTANCE OF 504.99 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, A DISTANCE OF 380 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF NORTHWEST HIGHWAY, A DISTANCE OF 182 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 141.42 FEET TO THE POINT OF BEGINNING, SAID PARCEL BEING DESCRIBED AS: BEGINNING AT A POINT IN THE WEST LINE OF TRACT AFORESAID 55.5 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT 214.49 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID TRACT 246.90 FEET; THENCE NORTHEASTERLY ALONG A LINE HAVING AN INTERIOR ANGLE OF 90 DEGREES 6 MINUTES 30 SECONDS WITH THE LAST DESCRIBED LINE, A DISTANCE OF 204.99 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID TRACT 1.10 FEET; THENCE NORTHEASTERLY ALONG A LINE WHICH IS PERPENDICULAR TO THE

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NORTH LINE OF TRACT AFORESAID, 16.55 FEET TO A LINE 33 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 265.26 FEET; THENCE WESTERLY ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A PARCEL OF LAND LYING WITHIN THE FOLLOWING DESCRIBED TRACT:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF THE NORTHWEST HIGHWAY AND THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF NORTHWEST HIGHWAY, A DISTANCE OF 167.31 FEET; THENCE NORTHEASTERLY PERPENDICULAR AND AT RIGHT ANGLES TO THE CENTER LINE OF NORTHWEST HIGHWAY A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF SAID NORTHWEST HIGHWAY, A DISTANCE OF 373 FEET; THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, A DISTANCE OF 530 FEET; THENCE NORTHWESTERLY ALONG A LINE PARALLEL WITH THE SAID CENTER LINE OF NORTHWEST HIGHWAY, A DISTANCE OF 504.99 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, A DISTANCE OF 380 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF NORTHWEST HIGHWAY, A DISTANCE OF 182 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 141.42 FEET TO THE POINT OF BEGINNING, SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF TRACT AFORESAID 305 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH ON SAID WEST LINE OF TRACT, 75 FEET, TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTHEASTERLY ON THE SOUTHWESTERLY LINE OF SAID TRACT 182 FEET TO AN INSERT CORNER OF SAID TRACT; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 70.71 FEET; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

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NONEXCLUSIVE EASEMENTS FOR THE INGRESS AND EGRESS AND FOR THE PASSAGE AND PARKING OF MOTOR VEHICLES AND PEDESTRIANS OVER AND ACROSS ALL PARKING AREAS, DRIVEWAYS, SERVICE AREAS, ENTRANCES AND EXITS WHICH ARE NOW OR MAY ULTIMATELY BE CONSTRUCTED ON PARCELS 1 AND 2 AS CONTAINED IN INDENTURE MADE BY AND BETWEEN O'HARE INTERNATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 69-L-141 AND LUCKY STORES, INC., A CALIFORNIA CORPORATION, DATED NOVEMBER 22, 1971 AND RECORDED DECEMBER 27, 1971 AS DOCUMENT 21759216 AND IN CORRECTIVE GRANT OF EASEMENTS MADE BY AND BETWEEN THE ABOVE PARTIES DATED MARCH 13, 1973 AND RECORDED JUNE 1, 1973 AS DOCUMENT 22345213, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENT FOR THE INGRESS AND EGRESS OVER A PORTION OF THE DIOR PARCEL AS DESCRIBED IN THE EASEMENT AGREEMENT RECORDED AS DOCUMENT 97879665.

Commonly known as: 130-156 W. Northwest Highway, Palatine, Illinois 60067

PINS: 02-15-201-012-0000; 02-15-201-013-0000; and 02-15-201-014-0000

Property of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT B****LEGAL DESCRIPTION OF OUTLOT PARCEL ...****PARCEL 1:**

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 F SECTION 15, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF NORTHWEST HIGHWAY AND THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF NORTHWEST HIGHWAY A DISTANCE OF 167.31 FEET; THENCE NORTHEASTERLY PERPENDICULAR AND AT RIGHT ANGLES TO THE CENTER LINE OF NORTHWEST HIGHWAY, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHEASTERLY ALONG A LINE PERPENDICULAR TO THE CENTER LINE OF NORTHWEST HIGHWAY A DISTANCE OF 141.42 FEET; THENCE NORTHWESTERLY ALONG A LINE PARALLEL TO THE CENTER LINE OF NORTHWEST HIGHWAY A DISTANCE OF 181.77 FEET TO A POINT IN A LINE 50 FEET EAST OF AND PARALLEL WITH THE SAID WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH ON SAID LINE, A DISTANCE OF 149.95 FEET TO A POINT IN A LINE 50 FEET NORTHEASTERLY OF, BY RIGHT ANGLE MEASURE, OF SAID CENTER LINE OF NORTHWEST HIGHWAY, THENCE SOUTHEASTERLY ON SAID LINE, A DISTANCE OF 131.92 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN A DECLARATION DATED NOVEMBER 22, 1971 AND RECORDED DECEMBER 27, 1971 AS DOCUMENT NO. 21759216 AND AS AMENDED BY AN INSTRUMENT RECORDED JUNE 1, 1973 AS DOCUMENT NO. 22345213.

Commonly known as: 168 W. Northwest Highway, Palatine, Illinois 60067

PIN: 02-15-201-011-0000;