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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/21/2017 10:35 AM PG: 1 OF 12

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

BY AND BETWEEN

SENIOR REAL ESTATE FINANCE ACCOUNT (N), L.P., A DELAWARE LIMITED  
PARTNERSHIP

AND

STERLING BAY, LLC

8985209 - Tms (547)

This document was prepared by and after recording return to:

Gibson, Dunn & Crutcher LLP  
200 Park Avenue, 47<sup>th</sup> Floor  
New York, NY 10166  
Attention: Matthew Kidd, Esq.

Bm

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Execution Version

## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") made as of the 18th day of August, 2017, by and between SENIOR REAL ESTATE FINANCE ACCOUNT (N), L.P., a Delaware limited partnership, whose address for notice under this Agreement is 250 Vesey Street, 15<sup>th</sup> Floor, New York, NY 10281, in its capacity as administrative agent for the benefit of itself and each Lender (as defined in the Mortgage (as defined below)) (with its successors and assigns, "Lender"), and STERLING BAY, LLC, whose address for notice under this Agreement is 1040 W. Randolph Street, Chicago, IL 60607 (with its successors and assigns, "Tenant").

### Introductory Provisions

Lender has made or intends to make a loan to the landlord (with its successors and assigns, "Landlord") under the Lease (as defined below), evidenced by a promissory note (the "Note") made by Landlord to order of Lender and secured by, among other things, a mortgage or deed of trust, assignment of rents, security agreement and fixture filing (the "Mortgage") made by Landlord covering the land (the "Land") described on Exhibit A attached hereto and all improvements (the "Improvements") now or hereafter located on the land (the Land and the Improvements hereinafter collectively referred to as the "Property").

Tenant is the tenant or lessee under a lease dated as of March 7, 2017 (which lease, as the same may have been amended and supplemented as of the date hereof, and as the same may hereafter be modified, amended, extended or supplemented, is hereinafter called the "Lease"), covering approximately 39,970 square feet of space located in the Improvements (the "Premises"). Landlord holds all rights of landlord or lessor under the Lease.

The parties hereto desire to make the Lease subject and subordinate to the Mortgage in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, the parties hereto, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. The Lease, and all of Tenant's right, title and interest in and to the Premises and the Property, including all rights, remedies and options of Tenant under the Lease, are and shall be unconditionally subject and subordinate to the Mortgage and the lien thereof, and to all renewals, modifications, consolidations, replacements, substitutions and extensions of the Mortgage.

2. Lender agrees that so long as no event exists on Tenant's part that constitutes a default under the Lease, Tenant's leasehold estate under the Lease shall not be terminated by Lender and Tenant's possession of the Premises shall not be disturbed by Lender. Tenant shall attorn to Lender upon any foreclosure of the lien of the Mortgage and sale of the Property or deed-in-lieu of foreclosure of the Property, and shall recognize Lender as the landlord or lessor under the Lease, and shall be bound to Lender in accordance with all of the provisions of the Lease for the balance of the term thereof, and Lender will accept the attornment

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of Tenant. Such attornment will be effective and self-operative without the execution of any further instrument.

3. Tenant agrees to give Lender a copy of any default notice sent by Tenant to Landlord. Tenant agrees not to exercise any right to terminate the Lease, or to claim a partial or total eviction, or to reduce the rent payable under the Lease or credit or offset any amounts against future rents payable under the Lease due to any default by Landlord until it has given written notice of such default to Lender and a period of not less than thirty (30) days for remedying such default. If Landlord's default cannot be cured within such thirty (30) day period, the time within which such default may be cured by Lender shall be extended for such reasonable period as may be necessary to complete the curing of the same so long as Lender proceeds promptly to effect a cure (including such time as may be necessary to acquire possession of the Premises from Landlord, if possession is necessary to effect such cure) and thereafter prosecutes the curing of such default with diligence. Lender's cure of Landlord's default shall not be considered an assumption by Lender of Landlord's other obligations under the Lease.

4. If Lender succeeds to the position of landlord or lessor under the Lease (the date of such succession, the "Succession Date") and Tenant attorns to Lender as set forth in Section 2 hereof, Lender shall be bound to Tenant under all the terms, covenants and conditions of the Lease, but Lender shall not be liable or bound to Tenant: (a) for any act, obligation or omission of any prior landlord (including Landlord), provided that Lender, as successor landlord, shall be obligated to cure any continuing default of the prior landlord of which it has received written notice prior to the Succession Date and shall be liable for acts or omissions accruing or arising after the Succession Date; or (b) for any offsets or defenses which Tenant might have against any prior landlord (including Landlord) except for such offsets and defenses relating to continuing acts or omissions with respect to which Lender has received written notice prior to the Succession Date and has failed to cure; or (c) for any rent or additional rent which Tenant might have paid for more than the then current month to any prior landlord (including Landlord); or (d) by any modification or amendment of the Lease, or any waiver of any terms of the Lease, that (i) materially modifies the economic terms of the Lease or (ii) materially and adversely affects Landlord's obligations under the Lease or Lender's rights, duties or obligations under this Agreement, unless such modification, amendment, or waiver was consented to in writing by Lender; or (e) for any security deposit, rental deposit or similar deposit given by Tenant to a prior landlord (including Landlord) unless such deposit is actually paid over to Lender by the prior landlord. If Lender succeeds to the position of landlord or lessor, Lender shall be liable to Tenant under the Lease only for matters arising during Lender's period of ownership of the Property, and such liability shall terminate upon the transfer by Lender of its interest in the Lease and the Property and the assumption of such liability by Lender's transferee.

5. Tenant acknowledges that Landlord has assigned to Lender its right, title and interest in the Lease and to the rents, issues and profits of the Property and the Premises pursuant to the Mortgage, and that Landlord has been granted the license to collect such rents provided no Event of Default has occurred under, and as defined in, the Mortgage. Upon receipt by Tenant of written notice from Lender that Lender has elected to terminate the license granted to Landlord to collect rents, as provided in the Mortgage, and directing the payment of

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rents and other amounts due under the Lease by Tenant to Lender, Tenant shall comply with such direction to pay and shall not be required to determine whether Landlord is in default under the Note and/or the Mortgage.

6. Tenant hereby agrees to give to Lender copies of all notices of Landlord default(s) under the Lease which would entitle Tenant to cancel or terminate or surrender the Lease or to abate or reduce the rent payable thereunder in the same manner as, and whenever, Tenant shall give any such notice of default to Landlord. In the event of a default by Landlord under the Lease that would entitle Tenant to cancel or terminate or surrender the Lease or to abate or reduce the rent payable thereunder, Tenant shall not exercise such right (a) until Tenant has given written notice of such default, act or omission to Lender and (b) unless Lender has failed, within sixty (60) days after Lender receives such notice to cure or remedy the default, act or omission or, if such default, act or omission shall be one which is not reasonably capable of being remedied by Lender within such sixty (60) day period, until a reasonable period for remedying such default, act or omission shall have elapsed following the giving of such notice and following the time when Lender shall have become entitled under the Mortgage to remedy the same (which reasonable period shall in no event be less than the period to which Landlord would be entitled under the Lease or otherwise, after similar notice, to effect such remedy), provided that Lender shall with due diligence give Tenant written notice of intention to, and shall commence and continue to, remedy such default, act or omission. Nothing contained herein, however, shall be construed or operate to obligate or require Lender to remedy such default, act or omission. If Lender cannot reasonably or practicably remedy a default, act or omission of Landlord until after Lender obtained possession of the Premises, Tenant may not terminate or cancel the Lease or claim an abatement, offset, partial or total eviction by reason of such default, act or omission until the expiration of a reasonable period necessary for the remedy after Lender secures possession of the Premises.

7. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute and be construed as one and the same instrument.

8. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given if (a) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested; (b) by delivering same in person to the intended addressee; or (c) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated address of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth above; provided, however, that every party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days notice to the other parties in the manner set forth herein.

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9. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state where the Property is located.

10. This Agreement shall apply to, bind and inure to the benefit of the parties hereto and their respective successors and assigns. As used herein "Lender" shall include any subsequent holder of the Mortgage, and any transferee of Lender's or Landlord's title in and to the Property by or following Lender's exercise of its rights and remedies under the Mortgage.

*The remainder of this page is blank. The signature pages follow.*

Property of Cook County Clerk's Office

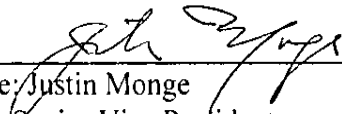
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**LENDER:**

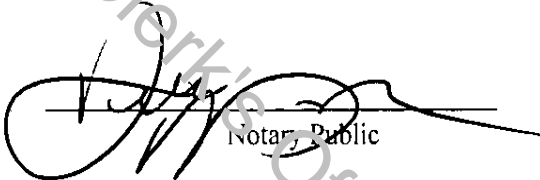
**SENIOR REAL ESTATE FINANCE ACCOUNT (N), L.P.**, a Delaware limited partnership

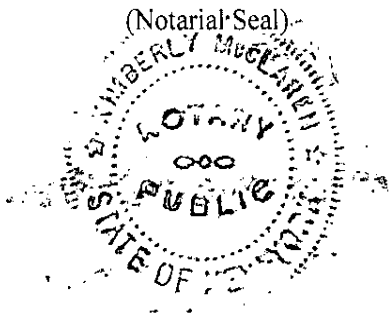
By: Senior Real Estate Finance Account (N) GP, LLC, a Delaware limited liability company, its general partner

By:   
Name: Justin Monge  
Title: Senior Vice President

STATE OF NY  
COUNTY OF NY

On the 17 day of Aug in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared Justin Monge, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary, Public



**KIMBERLY McCLAREN**  
Notary Public - State of New York  
No. 01MC6259542  
Qualified In New York County  
My Commission Expires April 16, 2020

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TENANT:

STERLING BAY, LLC



By: \_\_\_\_\_

Name: Andrew Gloor

Title: Managing Principal

STATE OF ILLINOIS

§

COUNTY OF COOK

§

§

This instrument was acknowledged before me on the 10<sup>th</sup> day of August, 2017, by Andrew Gloor, the Managing Principal of Sterling Bay, LLC, a Delaware limited liability company, on behalf of said company.

[SEAL]

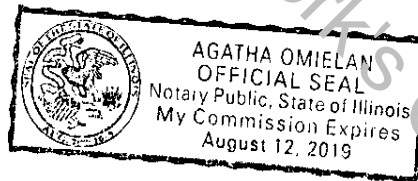
My Commission Expires:

August 12, 2019



Notary Public

Print Name: Agatha Omelani



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Exhibit A

LEGAL DESCRIPTION

ADDRESS: 1330 West Fulton Street  
Chicago, IL. 60607

P.I.N.: 17-08-313-015-0000

17-08-313-019-0000

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

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## PARCEL 1:

THAT PART OF LOTS 4 TO 8, INCLUSIVE, AND 9 TO 12, INCLUSIVE, IN BLOCK 3, IN SAWYER'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE VACATED EAST-WEST 18 FOOT PUBLIC ALLEY IN SAID BLOCK 3, VACATED SEPTEMBER 22, 1999 AS DOCUMENT 99893696, LYING SOUTH OF THE SOUTH LINE OF LOTS 4 TO 8, INCLUSIVE, AFORESAID, AND LYING NORTH OF THE NORTH LINE OF LOTS 9 TO 13, INCLUSIVE, IN BLOCK 3 AFORESAID, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 12 AFORESAID, SAID LOT CORNER BEING ALSO THE MID-POINT OF THE SOUTH LINE OF BLOCK 3 AFORESAID; THENCE NORTH 0 DEGREE 04 MINUTES 59 SECONDS WEST, 142.04 FEET TO A POINT, SAID POINT BEING 0.42 FEET (AS MEASURED PERPENDICULARLY) NORTH OF THE NORTH LINE OF LOT 12 AFORESAID AND 0.10 FEET (AS MEASURED PERPENDICULARLY) WEST OF THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 12; THENCE NORTH WESTERLY 96.66 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST HAVING A RADIUS OF 24.42 FEET AND WHOSE CHORD BEARS NORTH 26 DEGREES 18 MINUTES 26 SECONDS WEST, 44.82 FEET TO A POINT; SAID POINT BEING 22.62 FEET (AS MEASURED PERPENDICULARLY) NORTH OF THE SOUTH LINE OF LOT 5 AFORESAID AND 19.93 FEET (AS MEASURED PERPENDICULARLY) WEST OF THE EAST LINE OF SAID LOT 5; THENCE SOUTH 89 DEGREES 57 MINUTES 12 SECONDS WEST, 206.29 FEET TO A POINT ON THE WEST LINE OF LOT 8 AFORESAID, SAID POINT BEING 119.09 FEET (AS MEASURED ALONG THE WEST LINE OF SAID LOT 8) SOUTH OF ITS NORTHWEST CORNER THEREOF; THENCE SOUTH 0 DEGREE 04 MINUTES 59 SECONDS EAST, ALONG THE WEST LINE OF LOTS 8 AND 9, AFORESAID AND EXTENSIONS THEREOF, BEING ALSO THE EAST LINE OF NORTH ADA STREET, 182.46 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH 89 DEGREES 53 MINUTES 45 SECONDS EAST, ALONG THE SOUTH LINE OF LOTS 9 TO 12, INCLUSIVE, AFORESAID, BEING ALSO THE NORTH LINE OF WEST FULTON STREET, 226.095 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

THAT PART OF LOT 12, IN BLOCK 3, IN SAWYER'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 12 AFORESAID, SAID LOT CORNER BEING ALSO THE MID-POINT OF THE SOUTH LINE OF BLOCK 3 AFORESAID; THENCE NORTH 0 DEGREE 04 MINUTES 59 SECONDS WEST, 141.62 FEET TO A POINT ON THE NORTH LINE OF SAID LOT, BEING ALSO THE SOUTH LINE OF THE VACATED EAST-WEST 18 FOOT PUBLIC ALLEY IN SAID BLOCK 3, VACATED

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SEPTEMBER 22, 1999 AS DOCUMENT 99-893696, SAID POINT BEING 0.10 FEET (AS MEASURED ALONG SAID NORTH LINE) WEST OF THE NORTHEAST CORNER OF SAID LOT 12; THENCE NORTH 89 DEGREES 56 MINUTES 04 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 12, A DISTANCE OF 0.10 FEET TO ITS NORTHEAST CORNER THEREOF; THENCE SOUTH 0 DEGREES 02 MINUTES 39 SECONDS EAST, ALONG THE EAST LINE OF LOT 12 AFORESAID, 141.62 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOTS 1 TO 5, INCLUSIVE, IN BLOCK 3, IN SAWYER'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE VACATED EAST-WEST 18 FOOT PUBLIC ALLEY IN SAID BLOCK 3, VACATED SEPTEMBER 22, 1999 AS DOCUMENT 99-893696, LYING NORTH OF THE NORTH LINE OF LOTS 12 TO 16, INCLUSIVE, IN BLOCK 3 AFORESAID, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 13, IN BLOCK 3, IN SAWYER'S ADDITION TO CHICAGO AFORESAID, SAID LOT CORNER BEING ALSO THE MID-POINT OF THE SOUTH LINE OF BLOCK 3 AFORESAID; THEN NORTH 0 DEGREES 04 MINUTES 59 SECONDS WEST, 141.62 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE CONTINUING NORTH 0 DEGREES 04 MINUTES 59 SECONDS WEST, 0.42 FEET TO A POINT, SAID POINT BEING 0.42 FEET (AS MEASURED PERPENDICULARLY) NORTH OF THE NORTH LINE OF LOT 12, IN BLOCK 3, IN SAWYER'S ADDITION TO CHICAGO AFORESAID AND 0.10 FEET (AS MEASURED PERPENDICULARLY) WEST OF THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 12; THENCE NORTHWESTERLY 75.62 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 24.42 FEET AND WHOSE CHORD BEARS NORTH 1 DEGREE 37 MINUTES 29 SECONDS WEST, 48.83 FEET TO A POINT, SAID POINT BEING 31.23 FEET (AS MEASURED PERPENDICULARLY) NORTH OF THE SOUTH LINE OF LOT 5 AFORESAID AND 1.44 FEET (AS MEASURED PERPENDICULARLY) WEST OF THE EAST LINE OF SAID LOT 5; THENCE NORTH 0 DEGREES 02 MINUTES 39 SECONDS WEST, 65.05 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 42 SECONDS EAST, 110.13 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 18 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF LOT 1 AFORESAID, 7.87 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 42 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 7.09 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 18 SECONDS WEST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF LOT 1 AFORESAID, 7.87 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 42 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 84.35 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 18 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF LOT 1 AFORESAID, 40.98 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 42 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 26.14 FEET TO A POINT ON THE EAST LINE OF LOT 1 AFORESAID,

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BEING ALSO THE WEST LINE OF NORTH ELIZABETH STREET, 86.42 FEET (AS MEASURED ALONG SAID EAST LINE) SOUTH OF THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 0 DEGREES 00 MINUTES 18 SECONDS EAST, ALONG SAID EAST LINE OF LOT 1 AND EXTENSIONS THEREOF, BEING ALSO THE WEST LINE OF NORTH ELIZABETH STREET, 73.05 FEET TO THE NORTHEAST CORNER OF LOT 16 IN BLOCK 3 IN SAWYER'S ADDITION TO CHICAGO AFORESAID; THENCE SOUTH 89 DEGREES 56 MINUTES 04 SECONDS WEST, ALONG THE NORTH LINE OF LOTS 12 THROUGH 16, INCLUSIVE, IN BLOCK 3 AFORESAID, BEING ALSO THE SOUTH LINE OF THE VACATED EAST-WEST 18 FOOT PUBLIC ALLEY IN SAID BLOCK 3, VACATED SEPTEMBER 22, 1999 AS DOCUMENT 99-893696, A DISTANCE OF 226.29 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 5:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCELS 1 AND 2, AS CREATED BY FULTON WEST BLOCK CHICAGO, ILLINOIS RECIPROCAL EASEMENTS, OPERATING AND PARKING AGREEMENT RECORDED DECEMBER 21, 2016 AS DOCUMENT 1635634059, FOR THE PURPOSE OF SUPPORT, CONNECT TO, MODIFY, AND MAKE INSTALLATIONS WITHIN THE EXISTING WEST WALL OF THE 300 N. ELIZABETH BUILDING, TO RECEIVE ADDITIONAL COLUMNS AND BEAMS AND TO PROVIDE STRUCTURAL ANCHORS AND RELATED SUPPORTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF A ROOF OVER THE LOBBY OF THE 1330 W. FULTON BUILDING, TO, UNDER, OVER, UPON, THROUGH AND ABOUT THAT PORTION OF THE 300 N. ELIZABETH PARCEL DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 12 TO 16, INCLUSIVE, IN BLOCK 3, IN SAWYER'S ADDITION TO CHICAGO, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 13 AFORESAID, SAID LOT CORNER ALSO BEING THE MID-POINT OF THE SOUTH LINE OF BLOCK 3 AFORESAID; THENCE NORTH 0 DEGREES 04 MINUTES 59 SECONDS WEST, 141.62 FEET TO A POINT ON THE NORTH LINE OF LOT 12 AFORESAID, BEING ALSO THE SOUTH LINE OF THE VACATED EAST-WEST 18 FOOT PUBLIC ALLEY IN SAID BLOCK 3, VACATED SEPTEMBER 22, 1999 AS DOCUMENT 99-893696; THENCE NORTH 89 DEGREES 56 MINUTES 04 SECONDS EAST, ALONG THE NORTH LINE OF LOTS 12 THROUGH 16, INCLUSIVE, IN BLOCK 3 AFORESAID, 226.29 FEET TO THE NORTHEAST CORNER OF SAID LOT 16; THENCE SOUTH 0 DEGREES 00 MINUTES 18 SECONDS EAST, ALONG THE EAST LINE OF LOT 16 AFORESAID, BEING ALSO THE WEST LINE OF NORTH ELIZABETH STREET, 141.47 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16; THENCE SOUTH 89 DEGREES 53 MINUTES 45 SECONDS WEST, ALONG THE SOUTH LINE OF LOTS 13 TO 16, INCLUSIVE, AFORESAID, BEING ALSO THE NORTH LINE OF WEST FULTON STREET, 226.095 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND:

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THAT PART OF LOT 12, IN BLOCK 3, IN SAWYER'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 12 AFORESAID, SAID LOT CORNER BEING ALSO THE MID-POINT OF THE SOUTH LINE OF BLOCK 3 AFORESAID; THENCE NORTH 0 DEGREES 04 MINUTES, 59 SECONDS WEST, 141.62 FEET TO A POINT ON THE NORTH LINE OF SAID LOT, BEING ALSO THE SOUTH LINE OF THE VACATED EAST-WEST 18 FOOT PUBLIC ALLEY IN SAID BLOCK 3, VACATED SEPTEMBER 22, 1999 AS DOCUMENT 99-893696, SAID POINT BEING 0.10 FEET (AS MEASURED ALONG SAID NORTH LINE) WEST OF THE NORTHEAST CORNER OF SAID LOT 12; THENCE NORTH 89 DEGREES 56 MINUTES 04 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 12, A DISTANCE OF 0.10 FEET TO ITS NORTHEAST CORNER THEREOF; THENCE SOUTH 0 DEGREES 02 MINUTES 39 SECONDS EAST, ALONG THE EAST LINE OF LOT 12 AFORESAID, 141.62 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 7:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1, 2 AND 3, AS CREATED BY FULTON WEST BLOCK CHICAGO, ILLINOIS RECIPROCAL EASEMENTS, OPERATING AND PARKING AGREEMENT RECORDED DECEMBER 21, 2016 AS DOCUMENT 1635634059, FOR THE PURPOSE OF INGRESS AND EGRESS FOR USE OF THE GARAGE ELEVATORS LOCATED WITHIN THE GARAGE PARCEL DESCRIBED AS PARCEL 4 IN SCHEDULE A OF THIS LOAN POLICY; ALSO FOR AN EXCLUSIVE EASEMENT FOR THE INTENDED USE OF ALL FACILITIES WHICH SHALL BE LOCATED IN THE "BASEMENT MECHANICAL ROOMS" OF THE GARAGE PARCEL 4.

## AND ALSO:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2, AS CREATED BY FULTON WEST BLOCK CHICAGO, ILLINOIS RECIPROCAL EASEMENTS, OPERATING AND PARKING AGREEMENT RECORDED DECEMBER 21, 2016 AS DOCUMENT 1635634059, FOR UTILITY PURPOSES AND THE USE OF THE LOADING DOCK AND THE FIRST FLOOR "SERVICE CORRIDOR", AS NECESSARY OR DESIRABLE FOR THE EFFICIENT DELIVERY OR DISPATCH OF MATERIALS, LOCATED WITHIN THE GARAGE PARCEL 4; AN EASEMENT FOR ACCESS TO AND THE USE AND OPERATION OF THE TRASH COMPACTOR AND DUMPSTER FACILITIES AND THE RIGHT TO INSTALL AND MAINTAIN ON THE EXTERIOR OF THE GARAGE PARCEL 4, A SINGLE TENANT IDENTIFICATION SIGN.

AN EXCLUSIVE USE OF THE GARAGE AREA PARCEL 4 FOR THE BENEFIT OF PARCELS 1 AND 2, FOR THE INTENDED USE OF A BICYCLE STORAGE ROOM AS SHOWN IN EXHIBIT G ATTACHED TO FULTON WEST BLOCK CHICAGO, ILLINOIS RECIPROCAL EASEMENTS, OPERATING AND PARKING AGREEMENT RECORDED DECEMBER 21, 2016 AS DOCUMENT 1635634059 AND FOR THE USE OF AN EMERGENCY GENERATOR WHICH SHALL BE LOCATED ON THE THIRD FLOOR OF THE GARAGE PARCEL, TITLED "EMERGENCY GENERATOR SITE".