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Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
Wells Fargo Bank, National Association
MAC D4003-01E
801 W. 4th Street
Winston-Salem, North Carolina 27101-2501
Attention: Wealth Custom Credit
Prepared by: Courtney Mayster, Esq.

Doc# 1725013024 Fee \$66.00
RHSP FEE:\$9.00 RPRF FEE: \$1.00
KAREN A. YARBROUGH
COOK COUNTY RECORDER OF DEEDS
DATE: 09/07/2017 10:39 AM PG: 1 OF 15

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMEN T AGREEMENT (MORTGAGE)

THIS AGREEMENT is entered into as of June 21st, 2017 by and between QDOBA RESTAURANT CORPORATION, a Colorado corporation (formally known as ZRC Operations Company, Inc.) ("Tenant"), CHICAGO AVENUE ASSOCIATES, LLC, an Illinois limited liability company ("Landlord") and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank").

RECITALS

A. Bank, or its predecessor in interest, has extended credit or may hereafter extend credit to Landlord ("Borrower") secured, in whole or in part, by a mortgage (the "Mortgage") covering that certain real property situated in Cook County, Illinois, and described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. Tenant leases all or a portion of the Property pursuant to a lease entered into between Landlord and Tenant, or between Landlord's and/or Tenant's assignors or predecessor(s) in interest, as the case may be, dated as of February 12, 2010 (as such may have been amended, modified, restated or otherwise assigned, transferred or sub-let, the "Lease"). It is a condition of Bank's agreement to extend or continue credit to Borrower secured by the Property that the Mortgage be and at all times remain a lien or charge on the Property prior and superior to the rights of Tenant under the Lease.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. SUBORDINATION.

(a) Subordination of Lease. The Mortgage and any and all extensions, renewals, modifications or replacements thereof shall be and at all times remain a lien or charge on the Property prior and superior to the Lease. Tenant intentionally and unconditionally waives, relinquishes and subordinates the priority and superiority of the Lease and Tenant's right and interest to the Property thereunder, including, without limitation, all rights under any option(s) to purchase or right(s) of first refusal with respect to the Property, to the lien or charge of the Mortgage, and any and all extensions, renewals, modifications or replacements thereof.

(b) Reliance. Tenant acknowledges that Bank, in extending credit or continuing to extend credit to Borrower secured by the Property is doing so in material reliance on this Agreement.

(c) Acknowledgments of Tenant. Tenant acknowledges that it has and will continue to obtain such information with respect to any credit extended by Bank to Borrower, and all loan documents

1782208 2/4
Old Republic Title
9601 Southwest Highway
Oak Lawn, IL 60453

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executed in connection therewith, as Tenant deems necessary in order to grant or provide this subordination. Tenant further agrees that Bank is under no obligation or duty to, nor has Bank represented that it has or will, see to the application of the proceeds of any such credit by any person or entity, and any application or use of any such proceeds for purposes other than those for which they were intended shall not defeat this subordination.

(d) Entire Subordination Agreement. This Agreement constitutes the whole and only agreement between the parties hereto with regard to the subordination of the Lease, and any applicable option(s) to purchase or right(s) of first refusal, to the lien or charge of the Mortgage; there are no agreements (written or oral) outside or separate from this Agreement with respect to the subject matter hereof; and all prior negotiations with respect thereto, if any, are merged into this Agreement. This Agreement shall supersede and cancel, but only insofar as would affect the priority between the Mortgage and the Lease, any prior agreements as to such subordination, including without limitation those provisions, if any, contained in the Lease that provide for the subordination thereof to the lien of a deed of trust or mortgage affecting all or any portion of the Property.

2. LEASE. Tenant hereby covenants and agrees that, so long as the Mortgage remains in force and effect:

(a) No Modification, Termination or Cancellation. Without Bank's prior written consent, which consent shall not be unreasonably withheld or delayed, Tenant shall not: (1) consent to any modification of the Lease that would (i) reduce the term of the Lease, (ii) reduce the rent payable or change the due dates thereunder, (iii) change any notice or cure period set forth therein or (iv) materially increase the obligations or responsibilities of Landlord thereunder; nor (2) consent to any voluntary termination or cancellation of the Lease; provided however, that the foregoing shall not prevent Tenant from terminating the Lease as a result of a default by Landlord thereunder that is not cured within such time periods after notice, as may be applicable thereto under the terms of the Lease and this Agreement.

(b) Notice of Default. Tenant shall notify Bank in writing concurrently with any notice given to Landlord of any breach of or default by Landlord under the Lease. Tenant agrees that Bank shall have the right (but not the obligation) to cure any breach or default specified in such notice within the same time periods given Landlord under the Lease.

(c) No Advance Rents. Tenant shall not make any payments or prepayments of rent more than one (1) month in advance of the time when the same become due under the Lease.

(d) Assignment of Rents. Upon receipt by Tenant of written notice from Bank that Bank has elected to terminate the license granted to Landlord to collect rents, as provided in the Mortgage, and directing Tenant to make payment thereof to Bank, Tenant shall comply with such direction to pay and shall not be required to determine whether Landlord or Borrower is in default under any obligations to Bank. Bank and Landlord acknowledge and agree that Tenant shall be entitled to rely solely upon the written demand given by Bank referred to herein. Landlord, by appending its signature below, acknowledges and agrees that Tenant shall be entitled to full credit under the Lease for any rents paid to Bank in accordance with the provisions hereof to the same extent as if such rents were paid directly to Landlord.

3. ATTORNMENT. If Bank or any other transferee acquires Landlord's right, title and interest in and to the Property pursuant to a foreclosure of the Mortgage or a transfer of the Property in lieu thereof or in any other manner whereby Bank or such transferee succeeds to the interest of Landlord under the Lease, Tenant agrees as follows for the benefit of Bank or such transferee:

(a) Payment of Rent. Tenant shall pay to Bank or such transferee all rental payments required to be made by Lessee pursuant to the terms of the Lease for the remaining term thereof.

(b) Continuation of Performance. Tenant shall be bound to Bank or such transferee in accordance with all of the terms of the Lease for the remaining term thereof, and Tenant hereby attorns to

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Bank or such transferee as its landlord, such attornment to be effective and self-operative without the execution of any further instrument immediately upon Bank or such transferee succeeding to Landlord's interest in the Lease and giving written notice thereof to Tenant.

(c) No Offset or Lender Liability; Acts and Omissions of Landlord. Neither Bank nor such transferee shall be liable for, or subject to, any offsets or defenses that Tenant may have by reason of any act or omission of Landlord as the prior landlord under the Lease, nor for the return of any sums which Tenant may have paid to Landlord as the prior landlord under the Lease as security deposits, advance rentals or otherwise, except to the extent that such sums are actually delivered by Landlord to Bank or such transferee, except that Tenant shall be entitled to exercise all remedies provided Tenant under the Lease with respect to continuing defaults thereunder resulting from the acts or omissions of Landlord, and arising after Bank has received notice of such defaults and has not cured the same after notice and the opportunity to do so, as set forth in the Lease and this Agreement. The foregoing shall not relieve Bank or such transferee from performing the obligations of a landlord under the Lease arising after Bank or such transferee acquires Landlord's right, title and interest in and to the Property. In no event shall Bank nor any such transferee be liable for, or subject to, any offsets or defenses with respect to the return of any sums that Tenant may have paid to Landlord as the prior landlord under the Lease as security deposits, advance rentals or otherwise, except to the extent that such sums are actually delivered by Landlord to Bank or such transferee.

(d) Subsequent Transfer. If Bank or such transferee, by succeeding to Landlord's interest under the Lease, becomes obligated to perform the covenants of a lessor thereunder, then, upon any further transfer by Bank or such transferee of its interest as a lessor under the Lease, all of such obligations shall terminate as to Bank or such transferee.

4. NON-DISTURBANCE. In the event of a foreclosure of the Mortgage, or a transfer of the Property in lieu thereof or in any other manner whereby Bank or such transferee succeeds to the interest of Landlord under the Lease, so long as there shall then exist no breach, default or event of default by Tenant under the Lease, (a) the leasehold interest of Tenant shall not be extinguished or terminated by reason of such foreclosure, (b) the Lease shall continue in full force and effect, (c) Bank and its successors-in-interest shall recognize and accept Tenant as the tenant under the Lease, subject to the terms and conditions of the Lease as modified by this Agreement, and (d) Bank will not join Tenant as a party defendant in any action or foreclosure proceeding unless such joinder is required by law to foreclose, then only for such purpose and not for the purpose of terminating the Lease. Notwithstanding the foregoing, Tenant and Bank agree that the following provisions of the Lease (if any) shall not be binding on the Bank: any option to purchase with respect to the Property, any right of first refusal with respect to the Property, and any provision regarding the use of insurance proceeds or condemnation proceeds with respect to the Property that is inconsistent with the terms of the Mortgage.

5. CONDEMNATION AWARD/INSURANCE PROCEEDS. Said Mortgage shall not cover or encumber and shall not be construed as subjecting in any manner to the lien thereof any of Tenant's improvements or trade fixtures, furniture, equipment or other personal property at any time placed or installed in the Property. In the event the Property or any part thereof shall be taken for public purposes by condemnation or transfer in lieu thereof or the same are damaged or destroyed, the rights of the parties to any condemnation award or insurance proceeds shall be determined and controlled by the applicable provisions of the Lease as it relates to any of Tenant's improvements or trade fixtures, furniture, equipment or other personal property at any time placed or installed in the Property.

6. MISCELLANEOUS.

(a) Remedies Cumulative. All remedies provided herein are cumulative, not exclusive, and shall be in addition to any and all other rights and remedies provided by law and by other agreements between Bank and Borrower, Landlord or any other person or entity.

(b) Costs, Expenses and Attorneys' Fees. If any party hereto institutes any judicial or administrative action or proceeding to enforce any rights or obligations under this Agreement, or seeking

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damages or any other judicial or administrative remedy, the prevailing party shall be entitled to recover from the other party, in addition to any other relief it may obtain, all reasonable costs and expenses, including, subject to applicable law, reasonable attorneys' fees (to include outside counsel fees and all allocated costs of the prevailing party's in-house counsel), whether or not suit is brought, and if brought whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Bank or any other person) relating to Borrower, Tenant or any other person or entity.

(c) Notices. All notices, requests and demands that any party is required or may desire to give to any other party under any provision of this Agreement must be in writing delivered to each party at the address set forth herein, or to such other address as any party may designate by written notice to all other parties. Each such notice, request and demand shall be deemed given or made as follows: (i) if sent by hand delivery, upon delivery; (ii) if sent by mail, upon the earlier of the date of receipt or three (3) business days after deposit in the U.S. mail, first class and postage prepaid, return receipt requested; and (iii) if sent by teletext, upon receipt if also mailed in the manner required above on the same date.

(d) Further Assurances. At the request of any party hereto, each other party shall execute, acknowledge and deliver such other documents and/or instruments as may be reasonably required by the requesting party in order to carry out the purpose of this Agreement, provided that no such document or instrument shall modify the rights and obligations of the parties set forth herein.

(e) Borrower; Landlord. If Borrower and Landlord are the same, each reference in this Agreement to Borrower or Landlord shall be deemed a reference to said person or entity in its respective capacity.

(f) Successors, Assigns; Governing Law. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, legal representatives, successors, assigns and other transferees of the parties hereto, and shall be governed by and construed in accordance with the laws of Illinois, without reference to the conflicts of law or choice of law principles thereof but giving effect to federal laws applicable to national banks.

(g) Conflicts. To the extent not expressly provided herein, in the event of any inconsistency between the terms of this Agreement and the Lease, the terms of the Lease shall control.

(h) Counterparts. 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.

[SIGNATURE REQUIREMENTS ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Subordination, Non-Disturbance and Attornment Agreement as of the date first written above, and as applicable, with the intention that it constitute an instrument under seal.

TENANT:

QDOBA RESTAURANT CORPORATION,
a Colorado corporation

By: [Signature]
Name: Michael J. Snider
Title: Vice President

Address:
9330 Balboa Ave
San Diego, CA 92123

BANK:

~~WELLS FARGO BANK, NATIONAL
ASSOCIATION~~

~~By: _____
Name: _____
Title: _____~~

~~Address:
10 South Wacker Drive, 28th Floor
MAC N8405-280
Chicago, Illinois 60606
Attn: Steven Imhof, Senior Private Banker~~

LANDLORD:

CHICAGO AVENUE ASSOCIATES, LLC,
an Illinois limited liability company

By: [Signature]
Name: Arthur Belmont
Title: Manager

Address: 535 N. Michigan #200
Chicago, IL 60611

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STATE OF CALIFORNIA)
) ss.
COUNTY of SAN DIEGO)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

I, Brian J. Niemela a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Michael S. Snider, personally known to me to be the Vice President of QDOBA RESTAURANT CORPORATION, a Colorado corporation, appeared before me this day in person, and severally that as such member/manager, he/she signed and delivered the said instrument of said company as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

IMPRESS SEAL HERE

Given under my hand and official seal, this 21 day of June, 2017

Commission expires March 1 2018

Brian J. Niemela
NOTARY PUBLIC



STATE OF ILLINOIS)
) ss.
COUNTY of Cook)

I, Michael Balourdos a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Arthen Balourdos, personally known to me to be the manager of CHICAGO AVENUE ASSOCIATES, LLC, an Illinois limited liability company, appeared before me this day in person, and severally that as such member/manager, he/she signed and delivered the said instrument of said company as his/her free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

IMPRESS SEAL HERE

Given under my hand and official seal, this 29th day of June, 2017

Commission expires 6/20 2019

Michael Balourdos
NOTARY PUBLIC



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IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Subordination, Non-Disturbance and Attornment Agreement as of the date first written above, and as applicable, with the intention that it constitute an instrument under seal.

TENANT:

QDOBA RESTAURANT CORPORATION,
a Colorado corporation

By: [Signature]
Name: Michael J. Snider
Title: Vice President

Address: 9330 Balboa Ave
San Diego, CA 92123

BANK:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: [Signature]
Name: Steven F. Imhof
Title: VP

Address:
10 South Wacker Drive, 28th Floor
MAC N8405-280
Chicago, Illinois 60606
Attn: Steven Imhof, Senior Private Banker

LANDLORD:

CHICAGO AVENUE ASSOCIATES, LLC,
an Illinois limited liability company

By: [Signature]
Name: Arthur Belandier
Title: Manager

Address: 535 N. Michigan #200
Chicago, IL 60611

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STATE OF ILLINOIS)
) ss.
COUNTY of Cook)

I, Mary Kite a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that STEVEN F. IMHOF personally known to me to be the Senior Vice President of Wells Fargo Bank, National Association, appeared before me this day in person, and acknowledged that as such Senior Vice President, he signed and delivered the said instrument pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

IMPRESS SEAL HERE

Given under my hand and official seal, this 16 day of August, 2017

Commission expires May 1 2018

Mary Kite
NOTARY PUBLIC



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COOK COUNTY RECORDER OF DEEDS

EXHIBIT A
TO
SUBORDINATION, NON-DISTURBANCE,
ATTORNMEN AND ESTOPPEL AGREEMENT
(MORTGAGE)

Legal Description of Property:

Permanent Index Number: 17-03-229-021-0000

Common Address: 20-24 East Chicago Avenue, Chicago, Illinois 60611

COOK COUNTY
RECORDER OF DEEDS

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LEGAL DESCRIPTION

PARCEL A:

LOT 2 (EXCEPT THE NORTH 102.1 FEET THEREOF MEASURED ON THE WEST LINE THEREOF) IN LAPPIN AND OTHERS' SUBDIVISION OF BLOCK 23 IN THE SUBDIVISION BY COMMISSIONERS OF ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THAT PORTION CONVEYED BY DEED RECORDED AS DOCUMENT 0932345110 AND KNOWN AS THE "LOYOLA PARCEL" CONSISTING OF THE FOLLOWING DESCRIBED PARCELS 2A, 2, 2B, 2C, 2D, 2E, 2F, 2G AND 2H:

PARCEL 2A:

THAT PART OF LOT 2 (EXCEPT THE NORTH 102.1 FEET THEREOF MEASURED ON THE WEST LINE THEREOF) IN LAPPIN AND OTHERS' SUBDIVISION OF BLOCK 23, IN THE SUBDIVISION BY COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 AFORESAID; THENCE NORTH 0 DEGREES 21 MINUTES 10 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT, A DISTANCE OF 99.92 FEET TO AN ANGLE CORNER IN SAID LOT; THENCE NORTH 1 DEGREE 48 MINUTES 41 SECONDS WEST, ALONG SAID EAST LINE, 15.43 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING NORTH 1 DEGREE 48 MINUTES 41 SECONDS WEST, ALONG SAID EAST LINE, 1.15 FEET TO THE SOUTH LINE OF THE NORTH 102.1 FEET OF LOT 2 AFORESAID; THENCE SOUTH 89 DEGREES 51 MINUTES 54 SECONDS WEST, ALONG THE SAID SOUTH LINE, 3.76 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 09 SECONDS EAST, 1.14 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.80 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 2 (EXCEPT THE NORTH 102.1 FEET THEREOF MEASURED ON THE WEST LINE THEREOF) IN LAPPIN AND OTHERS' SUBDIVISION OF BLOCK 23, IN THE SUBDIVISION BY COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 47.97 FEET AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 92.71 FEET. CHICAGO CITY DATUM, **EXCEPTING THEREFROM THE FOLLOWING TWO DESCRIBED PARCELS:**

PARCEL 1A:

THAT PART OF LOT 2 (EXCEPT THE NORTH 102.1 FEET THEREOF MEASURED ON THE WEST LINE THEREOF) IN LAPPIN AND OTHERS' SUBDIVISION OF BLOCK 23, IN THE SUBDIVISION BY COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 11.37 FEET (AS MEASURED PERPENDICULARLY) NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESAID AND A LINE DRAWN 6.08 FEET (AS MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 2; THENCE SOUTH 89 DEGREES 59

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MINUTES 51 SECONDS WEST, ALONG A LINE PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESAID, 9.17 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 09 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 7.37 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.17 FEET TO A POINT, SAID POINT BEING 6.04 FEET (AS MEASURED PERPENDICULARLY) WEST OF THE EAST LINE OF LOT 2 AFORESAID; THENCE SOUTH 0 DEGREES 00 MINUTES 09 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 7.37 FEET TO THE POINT OF BEGINNING; SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 47.97 FEET AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 92.71 FEET, CHICAGO CITY DATUM:

AND PART OF PARCEL 2A:

THAT PART OF LOT 2 (EXCEPT THE NORTH 102.1 FEET THEREOF MEASURED ON THE WEST LINE THEREOF) IN LAPPIN AND OTHERS' SUBDIVISION OF BLOCK 23, IN THE SUBDIVISION BY COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 AFORESAID; THENCE NORTH 0 DEGREES 21 MINUTES 10 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT, A DISTANCE OF 99.92 FEET TO AN ANGLE CORNER IN SAID LOT; THENCE NORTH 1 DEGREE 48 MINUTES 41 SECONDS WEST, ALONG SAID EAST LINE, 15.43 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING NORTH 1 DEGREE 48 MINUTES 41 SECONDS WEST, ALONG SAID EAST LINE, 1.15 FEET TO THE SOUTH LINE OF THE NORTH 102.1 FEET OF LOT 2 AFORESAID; THENCE SOUTH 89 DEGREES 51 MINUTES 54 SECONDS WEST, ALONG THE SAID SOUTH LINE, 5.75 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 09 SECONDS EAST, 1.14 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.80 FEET TO THE POINT OF BEGINNING; SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 47.97 FEET AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 92.71 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

PARCEL 2B:

THAT PART OF LOT 2 (EXCEPT THE NORTH 102.1 FEET THEREOF MEASURED ON THE WEST LINE THEREOF) IN LAPPIN AND OTHERS' SUBDIVISION OF BLOCK 23, IN THE SUBDIVISION BY COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 10.79 FEET (AS MEASURED PERPENDICULARLY) NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESAID AND A LINE DRAWN 1.15 FEET (AS MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 2; THENCE SOUTH 89 DEGREES 59 MINUTES 51 SECONDS WEST, ALONG A LINE PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESAID, 5.82 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 09 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 12.83 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 51 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 6.32 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 09 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 6.83 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED

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LINE, 12.15 FEET TO A POINT, SAID POINT BEING 1.03 FEET (AS MEASURED PERPENDICULARLY) WEST OF THE EAST LINE OF LOT 2 AFORESAID; THENCE SOUTH 0 DEGREES 00 MINUTES 09 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 19.67 FEET TO THE POINT OF BEGINNING;
SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 92.71 FEET AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 106.00 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

PARCEL 2C:

THAT PART OF LOT 2 (EXCEPT THE NORTH 102.1 FEET THEREOF MEASURED ON THE WEST LINE THEREOF) IN LAPPIN AND OTHERS' SUBDIVISION OF BLOCK 23, IN THE SUBDIVISION BY COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 43.00 FEET (AS MEASURED PERPENDICULARLY) NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESAID AND A LINE DRAWN 15.99 FEET (AS MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 2; THENCE SOUTH 89 DEGREES 59 MINUTES 51 SECONDS WEST, ALONG A LINE PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESAID, 34.00 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 09 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 73.37 FEET TO THE SOUTH LINE OF THE NORTH 102.1 FEET OF LOT 2 AFORESAID (AS MEASURED ON THE WEST LINE THEREOF) THENCE NORTH 89 DEGREES 51 MINUTES 54 SECONDS EAST, ALONG THE SOUTH LINE OF THE NORTH 102.1 FEET AFORESAID, 34.00 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 09 SECONDS EAST 73.45 FEET TO THE POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 92.71 FEET AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 109.67 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

PARCEL 2D:

THAT PART OF LOT 2 (EXCEPT THE NORTH 102.1 FEET THEREOF MEASURED ON THE WEST LINE THEREOF) IN LAPPIN AND OTHERS' SUBDIVISION OF BLOCK 23, IN THE SUBDIVISION BY COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2 AFORESAID; THENCE SOUTH 89 DEGREES 59 MINUTES 51 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 57.38 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 0 DEGREES 06 MINUTES 01 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT, 116.35 FEET TO THE SOUTH LINE OF THE NORTH 102.10 FEET OF LOT 2 AFORESAID (AS MEASURED ON THE WEST LINE THEREOF); THENCE NORTH 89 DEGREES 51 MINUTES 54 SECONDS EAST, ALONG THE SOUTH LINE OF THE NORTH 102.1 FEET AFORESAID, 1.17 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 09 SECONDS EAST, 112.26 FEET TO A POINT, SAID POINT BEING 1.37 FEET (AS MEASURED PERPENDICULARLY) EAST OF THE WEST LINE OF LOT 2 AFORESAID; THENCE SOUTH 89 DEGREES 59 MINUTES 51 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.50 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 09 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.43 FEET TO A POINT, SAID POINT BEING 0.88 FEET (AS MEASURED PERPENDICULARLY) EAST OF THE WEST LINE OF LOT 2 AFORESAID AND 0.67 FEET (AS MEASURED PERPENDICULARLY) NORTH OF THE SOUTH LINE OF LOT 2 AFORESAID; THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS EAST, ALONG A LINE 0.67 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESAID, 55.33 FEET TO A POINT, SAID POINT BEING 1.16 FEET (AS MEASURED PERPENDICULARLY) WEST OF THE EAST LINE OF LOT 2 AFORESAID; THENCE NORTH 0 DEGREES 00 MINUTES 09 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 2.88 FEET; THENCE

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SOUTH 89 DEGREES 59 MINUTES 51 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.05 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 09 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 96.28 FEET TO A POINT, SAID POINT BEING 0.61 FEET (AS MEASURED PERPENDICULARLY) WEST OF THE EAST LINE OF LOT 2 AFORESAID; THENCE SOUTH 89 DEGREES 59 MINUTES 51 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.57 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 09 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 15.51 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.70 FEET TO THE EAST LINE OF LOT 2 AFORESAID; THENCE SOUTH 1 DEGREE 48 MINUTES 41 SECONDS EAST, ALONG SAID EAST LINE, 15.43 FEET TO AN ANGLE CORNER IN SAID LOT; THENCE SOUTH 0 DEGREES 21 MINUTES 10 SECONDS EAST, ALONG THE EAST LINE OF LOT 2 AFORESAID, 99.92 FEET TO THE POINT OF BEGINNING;
SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 92.71 FEET AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 95.67 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

PARCEL 2E:

THAT PART OF LOT 2 (EXCEPT THE NORTH 102.1 FEET THEREOF MEASURED ON THE WEST LINE THEREOF) IN LAPPIN AND OTHERS' SUBDIVISION OF BLOCK 23, IN THE SUBDIVISION BY COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 11.65 FEET (AS MEASURED PERPENDICULARLY) NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESAID AND A LINE DRAWN 14.57 FEET (AS MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 2; THENCE SOUTH 89 DEGREES 59 MINUTES 51 SECONDS WEST, ALONG A LINE PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESAID, 3.00 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 09 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.00 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 09 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 92.71 FEET AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 97.04 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

PARCEL 2F:

THAT PART OF LOT 2 (EXCEPT THE NORTH 102.1 FEET THEREOF MEASURED ON THE WEST LINE THEREOF) IN LAPPIN AND OTHERS' SUBDIVISION OF BLOCK 23, IN THE SUBDIVISION BY COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 18.61 FEET (AS MEASURED PERPENDICULARLY) NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESAID AND A LINE DRAWN 16.22 FEET (AS MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 2; THENCE SOUTH 89 DEGREES 59 MINUTES 51 SECONDS WEST, ALONG A LINE PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESAID, 4.00 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 09 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.50 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.00 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 09 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.50 FEET TO THE POINT OF BEGINNING;

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SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 92.71 FEET AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 95.21 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

PARCEL 2G:

THAT PART OF LOT 2 (EXCEPT THE NORTH 102.1 FEET THEREOF MEASURED ON THE WEST LINE THEREOF) IN LAPPIN AND OTHERS' SUBDIVISION OF BLOCK 23, IN THE SUBDIVISION BY COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN 81.25 FEET (AS MEASURED PERPENDICULARLY) NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESAID AND A LINE DRAWN 0.72 FEET (AS MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 2; THENCE SOUTH 89 DEGREES 59 MINUTES 5). SECONDS WEST, ALONG A LINE PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESAID, 15.03 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 09 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.67 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 15.03 FEET TO A POINT, SAID POINT BEING 0.61 FEET (AS MEASURED PERPENDICULARLY) WEST OF THE EAST LINE OF LOT 2 AFORESAID; THENCE SOUTH 0 DEGREES 00 MINUTES 09 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.67 FEET TO THE POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 92.71 FEET AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 109.67 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

PARCEL 2H:

THAT PART OF LOT 2 (EXCEPT THE NORTH 102.1 FEET THEREOF MEASURED ON THE WEST LINE THEREOF) IN LAPPIN AND OTHERS' SUBDIVISION OF BLOCK 23, IN THE SUBDIVISION BY COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 AFORESAID; THENCE NORTH 0 DEGREES 21 MINUTES 10 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT, A DISTANCE OF 99.92 FEET TO AN ANGLE CORNER IN SAID LOT; THENCE NORTH 2. DEGREE 48 MINUTES 41 SECONDS WEST, ALONG SAID EAST LINE, 15.43 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 51 SECONDS WEST, 0.70 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE SOUTH 0 DEGREES 00 MINUTES 09 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 2.49 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 51 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 14.46 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 09 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.61 FEET TO THE SOUTH LINE OF THE NORTH 102.1 FEET OF LOT 2 AFORESAID (AS MEASURED ON THE WEST LINE THEREOF); THENCE NORTH 89 DEGREES 51 MINUTES 54 SECONDS EAST, ALONG THE SAID SOUTH LINE, 11.36 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 09 SECONDS EAST, 1.14 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.10 FEET TO THE POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 92.71 FEET AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION (+) 112.67 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL A AS CREATED BY EASEMENT AGREEMENT DATED NOVEMBER 17, 2009 AND RECORDED NOVEMBER 19,

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2009 AS DOCUMENT NUMBER 0932345111 BY CHICAGO AVENUE ASSOCIATES, LLC AND LOYOLA UNIVERSITY OF CHICAGO: i.) TO INSTALL, INSPECT, CONSTRUCT, OWN, USE, MAINTAIN AND REPAIR A UTILITY METER, STANDBY POWER GENERATOR, ADVERTISING MEDIA, COMMUNICATION ANTENNAE, SATELLITE DISHES AND ANY INCOME-PRODUCING PROPERTY OR EQUIPMENT AND COMPONENTS OR SUCH OR OTHER EQUIPMENT WHICH MAY, FROM TIME TO TIME, REPLACE SAID EQUIPMENT ON THAT PORTION OF THE ROOF ABOVE THE FIFTH FLOOR AS SHOWN IN EXHIBIT 1-5 ATTACHED THERETO; AND ii.) FOR SUCH OTHER USES AND PURPOSES AS DESCRIBED IN THE EASEMENT AGREEMENT.

Address commonly known as:

20-24 East Chicago Ave

Chicago, IL 60611

PIN#: 17-03-229-021-0000

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