

UNOFFICIAL COPY

Doc#: 1806146107 Fee: \$80.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/02/2018 10:41 AM Pg: 1 of 17

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

Dated: December 8, 2017

Between

United Church of Christ Cornerstone Fund, Inc

And

Trinity 95 and Cottage Grove Planned Community Development Series, LLC

And

Latrobe Specialty Metals Distribution, Inc

Property of Cook County Clerk's Office

UNOFFICIAL COPY

2/2
269564

SUBORDINATION, CONSENT, NON-DISTURBANCE, AND ATTORNMEN T AGREEMENT

This SUBORDINATION, CONSENT, NON-DISTURBANCE, AND ATTORNMEN T AGREEMENT ("Agreement") is made as of the 8th day of December, 2017, among, **UNITED CHURCH OF CHRIST CORNERSTONE FUND, INC.**, an Indiana non-profit corporation, whose address is 700 Prospect Avenue, Cleveland, Ohio 44115 ("Lender"), **TRINITY 95TH & COTTAGE GROVE PLANNED COMMUNITY DEVELOPMENT SERIES, LLC**, an Illinois limited liability company, with a notice address of 400 W. 95th Street, Chicago, Illinois 60628 ("Landlord"), and **LATROBE SPECIALTY METALS DISTRIBUTION, INC.**, a Delaware corporation, successor in interest to O.H. & R SPECIAL STEELS COMPANY, a Delaware corporation, with a notice address of 1735 Market Street, Philadelphia, Pennsylvania 19103 ("Tenant").

RECITALS

A. Tenant is the lessee pursuant to a lease agreement, between Pullman Bank and Trust Company under Trust Agreement Number 71-81922 dated April 16, 1984 (Landlord's predecessor-in-interest) and Tenant (as the same may have been modified from time to time, "Lease"), of a portion of the land located in the City of Chicago, County of Cook, State of Illinois, and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Landlord's Property"). The portion of Landlord's Property leased to Tenant pursuant to the Lease is referred to herein as the "Leased Premises".

B. Lender has made two loans to Landlord. The loans are each secured by a certain Mortgage, Assignment of Leases and Rents, Assignment of Contracts and Security Agreement, each dated as of December 8, 2017, and recorded in the Official Records of the Recorder's Office of Cook County, Illinois (collectively, the "Security Instrument").

C. Tenant has agreed to subordinate the Lease to the Security Instrument, and Lender has agreed not to disturb Tenant's tenancy under the Lease on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, the parties hereby agree as follows:

UNOFFICIAL COPY

1. Subordination. Notwithstanding anything to the contrary set forth in the Lease, the Lease, and the leasehold estate created thereby, and all of Tenant's rights thereunder, shall be and shall at all times remain subject, subordinate, and inferior to the Security Instrument, and the lien thereof, and all rights of Lender thereunder, including, without limitation, all renewals, increases, modifications, substitutions, replacements, amendments, extensions, restatements and supplements thereof.

2. Consent. Lender hereby consents to the Lease and to the Tenant's use and occupancy of the Leased Premises permitted under the terms of the Lease.

3. Non-Disturbance. So long as the Tenant is not in default (after the expiration of any applicable cure period) under the terms of the Lease, the Tenant's possession of the Leased Premises and the Tenant's other rights under the Lease shall not be diminished or interfered with by Lender. In addition and so long as the Tenant is not in default (after the expiration of any applicable cure period) under the terms of the Lease, Lender shall not join Tenant as a party defendant in any action or proceeding for the purpose of terminating the Tenant's interest under the Lease or otherwise, except as required by law.

4. Nondisturbance, Foreclosure and Attornment.

a. If Lender, or any other purchaser at a foreclosure sale or sale under private power contained in the Security Instrument, becomes the owner of Landlord's Property, by reason of any foreclosure of the Security Instrument, the acceptance by Lender of a deed in lieu of foreclosure, or by any other manner, and Tenant is not then in default (after the expiration of any applicable cure period) under the terms of the Lease, Lender or such other purchaser (collectively, "Successor Landlord") (i) shall not terminate or disturb Tenant's possession or quiet use and enjoyment of the Leased Premises or rights under the Lease, except in accordance with the terms of the Lease and this Agreement; (ii) shall be bound to Tenant under all the terms and conditions of the Lease (except as provided in this Agreement); and (iii) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Landlord and Tenant.

b. Immediately upon the succession of Successor Landlord to the interest of the Landlord under the Lease, Tenant does hereby agree to attorn to Successor Landlord as Tenant's landlord. The parties agree that such attornment shall be effective and self-operative without the execution of any further documents; provided, however, that Tenant shall sign such documents if so requested. Such attornment shall be subject to all terms, provisions and conditions of the Lease and all amendments and modifications thereof which have been approved by Lender under the terms of the Lease.

c. Tenant covenants and agrees with Successor Landlord as follows:

i. Tenant shall pay to Successor Landlord all rent and other payments otherwise payable to Landlord under the Lease upon written demand from Successor Landlord. The consent and approval of Landlord to this Agreement shall constitute an express authorization

UNOFFICIAL COPY

for Tenant to make such payments to Successor Landlord and a release and discharge of all liability of Tenant to Landlord for any such payments made to Successor Landlord. Landlord agrees that Tenant will not be deemed in default of the Lease by reason of its compliance with such notice.

ii. Tenant shall promptly deliver written notice to Lender of any default by Landlord under the Lease and agrees to recognize any cure by Lender as a cure by Landlord; provided, however, nothing contained in this Agreement shall be construed as obligating Lender to undertake such cure.

iii. Notwithstanding anything to the contrary in the Lease or the Security Instrument, Successor Landlord shall not be liable for or bound by any of the following matters:

1) Claims Against Former Landlord. Any claims that Tenant may have against any former landlord (including Landlord) relating to any event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by the Landlord that occurred before the date of attornment, excluding any defenses to any claims that the Lender may have inherited from the prior Landlord that the Lender may elect to pursue.

2) Prepayments. Any payment of rent that Tenant may have made to any former landlord (including Landlord) more than thirty (30) days before the date such rent was first due and payable under the Lease other than, and only to the extent that, the Lease expressly required such a prepayment.

3) Payment; Security Deposit. Any obligation: (i) to pay Tenant any sum(s) that Landlord owed to Tenant, or (ii) with respect to any security deposited with Landlord, unless such security was actually delivered to Lender.

4) Surrender, Etc. Any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant, excluding any terminations by right as set forth expressly in the Lease.

5) Amendments. Any amendments, modifications, renewals, or extension of the Lease, unless expressly provided for in the Lease or approved by Lender.

iv. Notwithstanding anything to the contrary in this Agreement or the Lease, upon any attornment pursuant to this Agreement the Lease shall be deemed to have been automatically amended to provide that Successor Landlord's obligations and liability under the Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in Landlord's Property from time to time, including insurance and condemnation proceeds, Successor Landlord's interest in the Lease, the rents and other income received or receivable from the ownership or operation of Landlord's Property, and the proceeds from any sale or other disposition or transfer of Landlord's Property by Successor Landlord's (collectively, "Successor

UNOFFICIAL COPY

Landlord's Interest"). Tenant shall look exclusively to Successor Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord under the Lease as affected by this Agreement. If Tenant obtains any money judgment against Successor Landlord with respect to the Lease or the relationship between Successor Landlord and Tenant, then Tenant shall look solely to Successor Landlord's Interest (or that of its successors and assigns) to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Landlord.

5. Modifications. This Agreement may be modified only by an agreement in writing signed by the parties hereto or their respective successors in interest.

6. Binding Effect. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, legal representatives, successors and assigns of the parties hereto. If Lender assigns the Security Instrument, then upon delivery to Tenant of written notice thereof, all liability of the assignor shall terminate for obligations thereafter accruing under this Agreement. Notwithstanding that Landlord has made a present assignment of all of its rights under the Lease to Lender, Lender shall not be liable for any of the obligations of Landlord to Tenant under the Lease until Lender has obtained possession of the Landlord's Property by foreclosure or deed in lieu of foreclosure, and then only to the extent provided in Section 4.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which Landlord's Property is located without giving effect to the choice of law rules thereof.

8. Notices. All notices to be given under this Agreement shall be in writing and personally delivered, sent by overnight courier service, or mailed, postage prepaid, certified or registered mail, return receipt requested, to Lender, Landlord and/or Tenant, as applicable, at the respective addresses indicated in the first paragraph of this Agreement. All notices which are mailed shall be deemed given three (3) days after the postmark thereof. Notice sent by personal delivery or overnight courier service shall be deemed given upon delivery. Any party may change their address by delivery of written notice to the other parties.

9. Tenant Notice of Default. Tenant shall deliver to Lender, a copy of any notice of default sent by Tenant to Landlord. Lender shall have the right, but not the obligation, to cure such default on behalf of Landlord within a period of time equal to the cure time provided to Landlord under the Lease; provided, however, such period of time shall not commence to run until the later of (a) receipt of such notice, and (b) the time when Lender becomes entitled to cure such default under the Security Instrument. In addition, as to any breach or default by Landlord the cure of which requires possession and control of Landlord's Property, provided only that Lender undertakes to Tenant by written notice to Tenant within thirty (30) days after Lender's receipt of the default notice to exercise reasonable efforts to cure or cause to be cured by a receiver such breach or default within the period permitted by this paragraph, Lender's cure period shall continue for such additional time as Lender may reasonably require to either (i) obtain possession and control of Landlord's Property and thereafter cure the breach or default

UNOFFICIAL COPY

with reasonable diligence and continuity, or (ii) obtain the appointment of a receiver and give such receiver a reasonable period of time in which to cure the default.

10. Miscellaneous.

a. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, such provision shall be considered severed from the rest of this Agreement and the remaining provisions shall continue in full force and effect as if such provision had not been included.

b. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Lender or Successor Landlord, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that provide for subordination of the Lease to, or for delivery of nondisturbance agreements by, the holder of the Security Instrument.

c. Except as expressly provided for in this Agreement, Lender shall have no obligation to Tenant with respect to the Lease.

d. In the event of any litigation as to a dispute arising out of this Agreement, the party that substantially prevails shall be awarded, in addition to all other relief, all reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with such litigation; including without limitation those reasonable fees, costs, and expenses incurred in any appeal, any proceedings under any present or future bankruptcy act or state receivership, and any post-judgment proceedings. All such sums paid by Lender shall be secured by the Security Instrument and be a lien on Landlord's Property prior to any right, title, interest or claim in, to or upon Landlord's Property attached or accruing subsequent to the lien of the Security Instrument.

e. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

LENDER:

**UNITED CHURCH OF CHRIST
CORNERSTONE FUND. INC.,** an Indiana non-profit corporation

By: Kathy L. Houston

Name: Kathy L. Houston

Title: Vice President-CFO/COO

LANDLORD:

**TRINITY 95TH & COTTAGE GROVE
PLANNED COMMUNITY DEVELOPMENT
SERIES, LLC,** an Illinois limited liability company

By: Trinity United Church of Christ, its [Sole Member]

By: Rev. Dr. Otis Moss III

Name: Rev. Dr. Otis Moss III

Title: Senior Pastor

By: Wilfred Bentley

Name: Wilfred Bentley

Title: Executive Director, Operations

UNOFFICIAL COPY

TENANT:

**LATROBE SPECIALTY METALS
DISTRIBUTION, INC., a Delaware corporation**

By: James D. Dee

Name: JAMES D. DEE

Title: VICE PRESIDENT + SECRETARY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

LANDLORD ACKNOWLEDGMENT

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 Rev. Dr. Otis Moss III and
Wilfred Bentley, personally known to me to be the
Senior Pastor and Executive Director, Operations of **TRINITY UNITED
 CHURCH OF CHRIST**, an Illinois non-profit corporation, the [sole member] of **TRINITY
 95TH & COTTAGE GROVE PLANNED COMMUNITY DEVELOPMENT SERIES, LLC**,
 an Illinois limited liability company, and the same persons whose names are subscribed to the
 foregoing instrument appeared before me this day in person, and acknowledged that they signed,
 sealed and delivered the said instrument as the free and voluntary act of said limited liability
 company for the uses and purposes therein set forth.

Given under my hand and official seal, this 19 day of January, 2018

Melody Morgan
 Notary Public

[SEAL]



UNOFFICIAL COPY

LENDER ACKNOWLEDGMENT

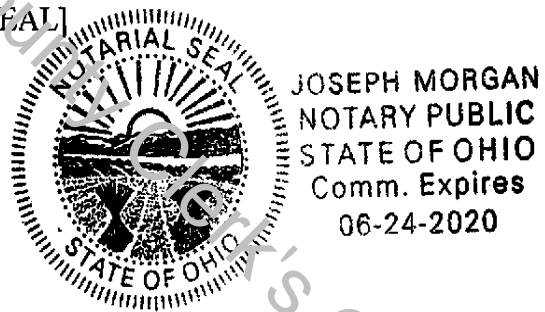
STATE OF OHIO)
) SS.
 COUNTY OF CUYAHOGA)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Kathy L. Houston, personally known to me to be the VP / CFO - CFO of **UNITED CHURCH OF CHRIST CORNERSTONE FUND. INC.**, an Indiana non-profit corporation, and the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of February, 2018

Joseph Morgan
 Notary Public

[SEAL]



JOSEPH MORGAN
 NOTARY PUBLIC
 STATE OF OHIO
 Comm. Expires
 06-24-2020

UNOFFICIAL COPY

TENANT ACKNOWLEDGMENT

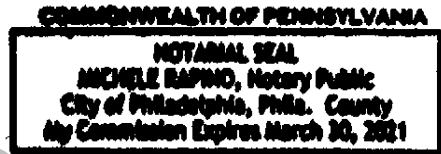
STATE OF Pennsylvania)
) SS.
COUNTY OF Philadelphia)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT James D. Dee, personally known to me to be the Vice President/Secretary of LATROBE SPECIALTY METALS DISTRIBUTION, INC., a Delaware corporation, and the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal, this 8th day of January, 2018

Michele Rapino
Notary Public

[SEAL]



UNOFFICIAL COPY

Exhibit "A"

Legal Description of Landlord's Property

Parcel I:

That part of the Northwest quarter of Section 11, Township 37 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:

Beginning at a point on the Easterly line of Cottage Grove Avenue as now laid out which is 853.37 feet Southerly as measured along the Easterly line of Cottage Grove Avenue from its intersection with the South line of East 95th Street; thence continuing Southwesterly along the Easterly line of Cottage Grove Avenue 246.63 feet; thence East parallel with the South line of East 95th Street 380.33 feet; thence Northwesterly along a curved line convex to the Southwest, radius 296.94 feet a distance of 171.97 feet; thence Northwesterly tangent to the aforesaid curved line 10.21 feet to a point on a line 300 feet East of the Easterly line of Cottage Grove Avenue as measured along the South line of East 95th Street which is 923.37 feet Southwesterly from the South line of said East 95th Street; thence Northwesterly 69.09 feet to a point on a line parallel with the South line of East 95th Street which is 853.37 feet Southwesterly from the South line thereof and 280 feet East of the Easterly line of Cottage Grove Avenue; thence West 280 feet to the point of beginning, all in Cook County, Illinois.

Parcel II:

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, described as follows: Commencing at a point on the South line of 95th Street, 700 feet East of the Easterly line of Cottage Grove Avenue, thence Southwesterly on a line parallel with Cottage Grove Avenue, a distance of 590.55 feet; thence East on a line parallel with 95th Street a distance of 463.19 feet more or less to a point on a line parallel with the West line of said Section 11; thence North on a said parallel line a distance of 580 feet more or less to the South line of 95th Street; thence West on the South line of 95th Street, a distance of 350.00 feet to the point of beginning, EXCEPTING therefrom the portion of the land conveyed by deed recorded as document no. 88455483 conveying a portion of the property to Public Storage, Inc., described as follows: That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, beginning at a point on the South line of 95th Street, 727.00 feet East of the Easterly line of Cottage Grove Avenue; thence on an assumed bearing of South 00 degrees 00 minutes 00 seconds East parallel with the West line of said Section 11, 580.00 feet; thence South 89 degrees 48 minutes 14 seconds East along a line parallel with the South line of 95th Street, 323.00 feet to a point on a line parallel with the West line of said Section 11; thence North 00 degrees 00 minutes 00 seconds East along a line parallel with the West line of said Section 11, 580.00 feet to the South line of 95th Street; thence North 89 degrees 48 minutes 14 seconds West along the South line of 95th Street, 323.00 feet to the point of beginning, in Cook County, Illinois.

UNOFFICIAL COPY

Parcel III:

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Beginning at the point of intersection of a line parallel with and 1100 feet South (measured along the East line of Cottage Grove Avenue, as said avenue is shown on the plat of dedication recorded May 29, 1907, in Book 95 of plats, page 39) of the South line of East 95th Street with the said East line of Cottage Grove Avenue, running thence Southwesterly along the East line of said Cottage Grove Avenue, 20 feet; thence East on a line parallel with the South line of East 95th Street, 275 feet; thence Northeasterly on a line parallel with the East line of Cottage Grove Avenue, 20 feet and thence West along a line parallel with the South line of East 95th Street, 275 feet to the point of beginning, in Cook County, Illinois.

Parcel IV:

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point on a line 1100 feet South of and parallel with the South line of East 95th Street and 275 feet East of the East line of Cottage Grove Avenue (said 1100 feet being measured along a line parallel with the East line of Cottage Grove Avenue, as shown on the plat of dedication recorded May 29, 1970, in Book 95 of plats, page 39); thence East on said line 105.35 feet to an intersection with the curved line convex to the Southwest with a radius of 296.94 feet, which is described in the Warranty Deed from Clearing Industrial District, Inc. to Guardite Corporation, dated October 20, 1949 and recorded in the Recorder's Office of Cook County, Illinois as document no. 14658448; thence Southeasterly along said curved line a distance of 23.80 feet to an intersection with a line 1120 feet South of and parallel with the South line of East 95th Street, said 1120 feet being measured along a line parallel with the East line of Cottage Grove Avenue; thence West along said intersecting line to a point 275 feet East of the East line of Cottage Grove Avenue, and thence Northerly 20 feet to the point of beginning, in Cook County, Illinois.

Parcel V:

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, described as follows: Commencing at a point on a line 1200 feet South of and parallel with the South line of East 95th Street, and 500.18 feet East of the East line of Cottage Grove Avenue (said 1200 feet being measured along a line parallel with the East line of Cottage Grove Avenue and from the point of intersection of the South line of East 95th Street with the East line of Cottage Grove Avenue, as shown on the plat of dedication recorded May 29, 1907, in Book 95 of plats, page 39); thence Northwesterly along a curved line convex to the Southwest and having a radius of 296.94 feet a distance of 52.97 feet to the Point of beginning of the tract of land herewith described; thence continuing along said curve a distance of 65.47 feet to the point of intersection with a line 1120 feet South of and parallel with the South line of East 95th Street as measured along the East line of Cottage Grove Avenue; thence West along said parallel line a distance of 122.58 feet to a point 275 feet East of the East line of Cottage Grove

UNOFFICIAL COPY

Avenue; thence Southeasterly 173.795 feet to the said described point of beginning, all in Cook County, Illinois.

Parcel VI:

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point in the Southerly line of 95th Street, 450 feet (measured along said Southerly line of 95th Street) Easterly of the intersection of the Easterly line of Cottage Grove Avenue (as said avenue is shown on the plat of dedication recorded May 29, 1907 in Book 95 of plats, page 39) with the Southerly line of 95th Street; thence Easterly along the Southerly line of 95th Street, 50 feet; thence Southerly along a line parallel with Cottage Grove, 800 feet; thence Easterly along a line parallel with the Southerly line of 95th Street, 200 feet; thence Southerly along a line parallel with Cottage Grove Avenue, 400 feet; thence Westerly along a line parallel with the Southerly line of 95th Street, 150.00 feet; thence Northwesterly on a line making an angle of 129 degrees 53 minutes measured from East to West with the last described course; approximately 127.42 feet to the point 1100 feet South of the South side of 95th Street (measured on a line parallel to the East side of Cottage Grove Avenue) and 450 feet East of said line of (as measured along a line parallel to the East side of Cottage Grove Avenue); thence Northeasterly on said parallel line 1100 feet to the point of beginning, in Cook County, Illinois.

Parcel VII:

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point of intersection of the South line of East 95th Street, with the East line of Cottage Grove Avenue (as said avenue is shown on the plat of dedication recorded May 29, 1907 in Book 95 of plats, page 39) running thence Southwesterly along the East line of said Cottage Grove Avenue 213.26 feet; thence East along a line parallel with said South line of East 95th Street, a distance of 320.36 feet to the East line of a railroad right of way; thence Southwesterly along the East line of said right of way, which is parallel with the aforesaid East line of Cottage Grove, 711.53 feet to an intersection with a curved line convex to the Southwest; thence Southeasterly along said curved line with a radius of 278.94 feet, a distance of 338.43 feet to an intersection with a line parallel with the South line of East 95th Street and 1200 feet Southwesterly of the intersection of the South line of East 95th Street with the East line of Cottage Grove Avenue, said 1200 feet being measured on the East line of Cottage Grove Avenue and said point of intersection of said curved line being 539.82 feet East of the East line of Cottage Grove Avenue; thence East along said line 10.18 feet; thence Northwesterly 127.42 feet to a point of intersection of a line 1100 feet South of the South line of East 95th Street as measured on a line 450 feet East of and parallel with the East line of Cottage Grove Avenue, said 450 feet being measured on the South line of East 95th Street, and on a line parallel thereto; thence Northeasterly along said line which is 450 feet East of and parallel to the East line of Cottage Grove Avenue for a distance of 1100 feet to the South line of East 95th Street; thence West along said line 450 feet to the point of beginning, in Cook County, Illinois.

UNOFFICIAL COPY

Parcel VIII:

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point on the Easterly line of Cottage Grove Avenue as now laid out which is 213.26 feet Southerly from its intersection with the South line of 95th Street (as measured along the Easterly line of Cottage Grove Avenue); thence continuing Southwesterly along the Easterly line of Cottage Grove Avenue 101.82 feet; thence East parallel with the South line of East 95th Street, 300 feet; thence Northeasterly parallel with the Easterly line of Cottage Grove Avenue, 101.82 feet; thence West 300 feet to the point of beginning; together with a triangular parcel of land South of and adjoining the above described premises, described by beginning at a point 288 feet East of the Southwest corner thereof; thence East 12 feet to the Southeast corner of said tract; thence Southwesterly a continuation of the Easterly line of said thereof, 90 feet; thence Northerly 88.53 feet to the point of beginning, in Cook County, Illinois.

Parcel IX:

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point on the Easterly line of Cottage Grove Avenue (as said avenue is shown on the plat of dedication recorded May 29, 1907 in Book 95 of plats, page 39) which is 315.08 feet Southerly from its intersection with the South line of East 95th Street (as measured along the Easterly line of Cottage Grove Avenue); thence continuing Southwesterly along the Easterly line of Cottage Grove Avenue, 101.82 feet; thence East parallel with the South line of East 95th Street, 300 feet; thence Northeasterly parallel with the Easterly line of Cottage Grove Avenue, 101.82 feet; thence Northeasterly 88.53 feet to a point on a line parallel with the South line of East 95th Street drawn through the point of beginning; thence West along said line, 288 feet to the point of beginning, together with a triangular parcel of land South of and adjoining the above described by beginning at a point 288 feet East of the Southwest corner thereof; thence East 12 feet to the Southeast corner of said tract; thence Southwesterly on a continuation of the Easterly line thereof, 90 feet; thence Northerly 88.53 feet to the point of beginning, in Cook County, Illinois.

Parcel X:

A parcel of land in the Northwest quarter of Section 11, being that part of the Southerly 293.64 feet of the Northerly 506.90 feet lying South of the South line of East 95th Street of a 20 foot strip of land East of and adjoining a line 300 feet (measured along a line parallel to the South line of 95th Street) East of the East line of Cottage Grove Avenue, as dedicated by plat recorded May 29, 1907, in Book 95 of plats, page 39, said Northerly and Southerly measurements being made on the line parallel with and 300 feet East of the East line of Cottage Grove Avenue, and said 20 foot width of said strip being measured at right angles to the West line of said strip, all in Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel XI:

UNOFFICIAL COPY

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian bounded and described as follows: Beginning at a point in the Southerly line of 95th Street, 500 feet (measured along said Southerly line of 95th Street) Easterly of the intersection of the Easterly line of Cottage Grove Avenue (as said avenue is shown on the plat of dedication recorded May 29, 1907, in Book 95, of plats, page 39) with said Southerly line of 95th Street; thence Easterly along the Southerly line of 95th Street 200 feet; thence Southerly along a line parallel with Cottage Grove Avenue, 800 feet; thence Westerly along a line parallel with the Southerly line of 95th Street, 200 feet; thence Northerly along a line parallel to the East line of said Cottage Grove Avenue, 800 feet to the point of beginning, in Cook County, Illinois.

Parcel XII:

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, described as follows: Commencing at a point in the South line of 95th Street 700 feet East of the Easterly line of Cottage Grove Avenue; thence Southwesterly on a line parallel with Cottage Grove Avenue, a distance of 590.55 feet to the point of beginning; thence continuing Southwesterly on said parallel line with Cottage Grove Avenue, a distance of 609.45 feet; thence East on a line parallel with 95th Street, a distance of 630 feet, more or less, to a point on a line parallel with the West line of said Section 11; thence North on said parallel line a distance of 1178.55 feet, more or less, to a point in the South line of 95th Street; said point being 1100 feet East of the Easterly line of Cottage Grove Avenue; thence West on the South line of 95th Street a distance of 50 feet; thence South on a line parallel with the West line of said Section 11 a distance of 580 feet, more or less, to a point on a line parallel with 95th Street; thence West on said parallel line, a distance of 463.19 feet, more or less to the point of beginning, EXCEPTING therefrom that part lying East of a 20 foot strip of land in the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, 10 feet on either side of the following described line: Commencing at a point on the South line of 95th Street, 700 feet East of the Easterly line of Cottage Grove Avenue, thence Southwesterly on a line parallel with Cottage Grove Avenue, a distance of 590.55 feet to a point which is 580 feet South of the South line of 95th Street; thence East on a line 580 feet South of and parallel with the South line of 95th Street a distance of 128.62 feet to the point of beginning and the center line of an existing railroad spur track; thence Southeasterly on a straight line forming an angle of 89 degrees 48 minutes (in the second quadrant) with the last described a line a distance of 44 feet to a point of curve; thence continuing Southeasterly on a curved line convex to the Southwest and having a radius of 4452.51 feet an arch distance of 259 feet to a point of compound curve; thence continuing Southeasterly on a curved line convex to the Southwest and having a radius of 347.13 feet an arc distance of 382.09 feet to the point of termination; said point intersecting a line 1178.55 feet South of and parallel with the South line of East 95th Street, being 169.40 feet West of the Southwest corner of Cottage Grove Heights Addition, being a subdivision of part of the North half of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, recorded as document no. 9059581, in Cook County, Illinois.

Parcel XIII:

UNOFFICIAL COPY

That part of the Northwest quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point in the South line of East 95th Street, 1050 feet East of the Easterly line of South Cottage Grove Avenue; thence South along a line parallel with the West line of said Section 11, a distance of 580 feet more or less to a point on a line parallel with 95th Street; thence West on said parallel line a distance of 334.91 feet more or less to a point, said point being 10 feet East of the center line of an existing railroad spur track; thence Southeasterly on a straight line forming an angle of 89 degrees 48 minutes with the East described line, a distance of 44.00 feet to a point of curve; thence continuing southeasterly on a curved line, convex to the Southwest and having a radius of 4442.51 feet, an arc distance of 259.00 feet to a point of compound curve; thence continuing Southeasterly on a curved line, convex to the Southwest and having a radius of 347.13 feet, an arc distance of 382.07 feet to a point, said point of intersection being a line 1178.55 feet South of and parallel with the South line of East 95th Street; thence East along said parallel line, a distance of 169.40 feet, more or less to a point on a line parallel with the West line of said Section 11; thence North on said parallel line a distance of 1178.55 feet more or less to a point in the South line of East 95th Street; thence West on said South line of East 95th Street, a distance of 50 feet to the point of beginning, in Cook County, Illinois.

Permanent Index Numbers: 25-11-100-022-0000; 25-11-100-045-0000; 25-11-100-026-0000; 25-11-100-028-0000; 25-11-100-038-0000; 25-11-100-031-0000; 25-11-100-035-0000; 25-11-100-030-0000; 25-11-100-043-0000; 25-11-100-042-0000

Addresses: 9621 S. Cottage Grove Avenue, 933 E. 95th Street, 9643 S. Cottage Grove Avenue, 9639 S. Cottage Grove Avenue, 861 E. 95th Street, 9501 S. Cottage Grove Avenue, 949 E. 95th Street, 9659 S. Ellis Avenue