



Doc# 1835118068 Fee \$70.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/17/2018 02:26 PM PG: 1 OF 17

This document was prepared by,
and after recording return to:

Eugene S. Kraus, Esq.
SCOTT & KRAUS, LLC
150 South Wacker Drive, Suite 2900
Chicago, IL 60606

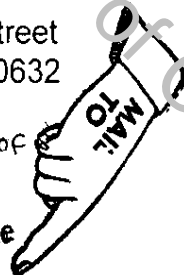
Permanent Tax Index Number:

19-03-316-003-0000
19-03-316-006-0000
19-03-400-099-0000

Property Address:

4546 West 47th Street
Chicago, Illinois 60632

1L1805289



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Near North National Title
222 N. LaSalle
Chicago, IL 60601

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

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of December 14, 2018, by and among THE LEADERS BANK, an Illinois banking corporation (the "Lender"), having its principal place of business at 2001 York Road, Oak Brook, Illinois 60523, KA & F GROUP, LLC, an Illinois limited liability company ("KA & F"), MEGA TEX, INC., an Illinois corporation ("Mega Tex" and together with KA & F, the "Tenant"), each having its principal place of business at 4630 South Kolmar, Chicago, Illinois 60632, and 4546 WEST 47TH STREET LLC, an Illinois limited liability company (the "Landlord"), having its principal offices at 4500 West 47th Street, Chicago, Illinois 60632.

BACKGROUND

A. Lender is the mortgagee under that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of even date herewith and to be recorded concurrently herewith made by Landlord in favor of Lender (the "Mortgage"), which Mortgage encumbers the Premises (as hereinafter defined) and secures a principal indebtedness in the amount of Three Million Four Hundred Thousand and No/100 Dollars (\$3,400,000.00).

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B. Tenant has entered into a lease agreement (together with all amendments and modifications thereof, hereinafter being referred to as the "Lease") dated June 1, 2007 as amended by that certain First Amendment to Industrial Lease dated as of February 25, 2010, Second Amendment to Industrial Lease dated as of July , 2013, and Third Amendment to Industrial Leased dated as of September 6, 2016, each with Landlord, as successor in interest to Lender, pursuant to which Tenant has leased certain premises (the "Leased Premises") consisting of approximately 60,000 square feet in the building (the "Building") on the parcel of land (the "Land"; the Land and Building being collectively referred to herein as the "Premises") legally described on Exhibit A attached hereto and made a part hereof.

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

1. Landlord and Tenant represent and warrant to Lender that the Lease constitutes the entire agreement between Tenant and Landlord with respect to the lease of the Leased Premises and there are no other agreements, written or verbal, governing the tenancy of Tenant with respect to the Leased Premises.

2. Tenant covenants with Lender that the Lease shall be subject and subordinate to the lien and all other provisions of the Mortgage and to all modifications and extensions thereof, to the full extent of all principal, interest and all other amounts now or hereafter secured thereby and with the same force and effect as if the Mortgage had been executed and delivered prior to the execution and delivery of the Lease. Notwithstanding the foregoing, Lender acknowledges that the Mortgage will not cover any of Tenant's personal property, trade fixtures or equipment in or on the Premises. Without limiting the generality of the foregoing subordination provision, Tenant hereby agrees that any of its right, title and interest in and to insurance proceeds and condemnation awards (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any of the Premises, shall be subject and subordinate to Lender's right, title and interest in and to such proceeds and awards, but shall exclude any insurance proceeds paid or payable with respect to damage to personal property and/or business interruptions.

3. Tenant acknowledges that Landlord has collaterally assigned to Lender Landlord's right, title and interest in any and all leases affecting the Premises, including the Lease, and the rents and other amounts, including, without limitation, lease termination fees, if any, due and payable under such leases. In connection therewith, Tenant agrees that, upon receipt of a notice of a default by Landlord under such assignment and a demand by Lender for direct payment to Lender of the rents due under the Lease, Tenant will honor such demand and make all subsequent rent payments directly to Lender. Tenant further agrees that any Lease termination fees payable under the Lease shall be paid jointly to Landlord and Lender.

4. Lender agrees that so long as Tenant is not in default under the Lease beyond any applicable notice and cure period:

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(a) Tenant shall not be named or joined as a party in any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage (unless Tenant is a necessary party under applicable law, in which case Lender may name or join Tenant only for the reason required under applicable law and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement); and

(b) The possession by Tenant of the Leased Premises and Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise materially adversely affected by (i) any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage, or by any judicial sale or execution or other sale of the Leased Premises, or any deed given in lieu of foreclosure, or (ii) any default under the Mortgage.

5. Prior to pursuing any remedy available to Tenant under the Lease, at law or in equity as a result of any failure of Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by Landlord under the Lease (any such failure being hereinafter referred to as a "Landlord's Default"), Tenant shall: (a) provide Lender with a notice of Landlord's Default, specifying the nature thereof, the section of the Lease under which such Landlord's Default arose, and the remedy which Tenant will elect under the terms of the Lease or otherwise, and (b) allow Lender not less than thirty (30) days following receipt of notice of Landlord's Default to cure the same; provided, however, that, if such Landlord's Default is not readily curable within such thirty (30) day period, Tenant shall give Lender such additional time as Lender may reasonably need to obtain possession and control of the Premises and to cure such Landlord's Default so long as Lender is diligently pursuing a cure. Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless Lender fails to cure same within the time period specified above. For purposes of this Section 5, a Landlord's Default shall not be deemed to have occurred until all grace and/or cure periods applicable thereto under the Lease have lapsed without Landlord having effectuated a cure thereof.

6. If Lender or any future holder of the Mortgage shall become the owner of the Premises by reason of foreclosure of the Mortgage or otherwise, or if the Premises shall be sold as a result of any action or proceeding to foreclose the Mortgage or transfer of ownership by deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant and the new owner of the Premises as "landlord" upon all the same terms, covenants and provisions contained in the Lease (subject to the exclusions set forth in subsection (b) below), and in such event:

(a) Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if Tenant elects or has elected to exercise its options to extend the term), and Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "landlord" under the Lease without any additional documentation to effect such attornment (provided, however, if applicable law shall require additional documentation

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at the time Lender exercises its remedies then Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law);

(b) Such new owner, as substitute landlord, shall be bound to Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if Tenant elects or has elected to exercise its options to extend the term); provided, however, that such new owner shall not be:

(i) liable for any act or omission of any prior landlord (including Landlord) other than to cure defaults of a continuing nature;

(ii) subject to any offsets or defenses which Tenant has against any prior landlord (including Landlord) unless Tenant shall have provided Lender with (A) notice of Landlord's Default that gave rise to such offset or defense, and (B) the opportunity to cure the same, all in accordance with the terms of Section 5 above;

(iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which Tenant might have paid in advance for more than the current month to any prior landlord (including Landlord);

(iv) liable to refund or otherwise account to Tenant for any security deposit not actually paid over to such new owner by Landlord;

(v) bound by any amendment or modification of the Lease made without Lender's consent;

(vi) bound by, or liable for any breach of, any representation or warranty or indemnity agreement contained in the Lease or otherwise made by any prior landlord (including Landlord); or

(vii) personally liable or obligated to perform any such term, covenant or provision, such new owner's liability being limited in all cases to its interest in the Premises.

Notwithstanding the foregoing, Tenant reserves the rights to any and all claims or causes of action against such prior landlord, including Landlord, for prior losses or damages and against the new owner for all losses or damages arising from and after the date such new owner takes title to the Premises.

7. Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

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To Lender: The Leaders Bank
2001 York Road
Oak Brook, Illinois 60523
Attn: William E. Navolio
Fax: (630) 572-4979

With a copy to: Scott & Kraus, LLC
150 South Wacker Drive, Suite 2900
Chicago, Illinois 60606
Attn: Eugene S. Kraus, Esq.
Fax: (312) 327-1051

To Landlord: 4546 West 47th Street LLC
4500 West 47th Street
Chicago, Illinois 60632
Attn: Mark A. Herman

With a copy to: Sugar Felsenthal Grais & Helsinger LLP
30 North LaSalle Street, Suite 3000
Chicago, Illinois 60602
Attn: Etahn M. Cohen, Esq.
Fax: (312) 372-7951

To Tenant: KA & F Group, LLC
4630 Kolmar
Chicago, Illinois 60632
Attn: Gavin Solar

Mega Tex, Inc.
4630 Kolmar
Chicago, Illinois 60632
Attn: Benjamin Diaz

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this section shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

8. Tenant acknowledges and agrees that Lender will be relying on the representations, warranties, covenants and agreements of Tenant contained herein and that any default by Tenant hereunder shall permit Lender, at its option, to exercise any and all of its rights and remedies at law and in equity against Tenant and to join Tenant in a foreclosure action thereby terminating Tenant's right, title and interest in and to the Leased Premises.

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9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of Lender, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.

10. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

11. Lender is hereby authorized to rely upon and accept as an original this Agreement or other communication which is sent to Lender by facsimile, email or other electronic transmission (each, a "Communication") which Lender in good faith believes has been signed by Tenant and Landlord and has been delivered to Lender by a properly authorized representative of Tenant and Landlord, whether or not that is in fact the case. Notwithstanding the foregoing, Lender shall not be obligated to accept any such Communication as an original and may in any instance require that an original document be submitted to Lender in lieu of, or in addition to, any such Communication.

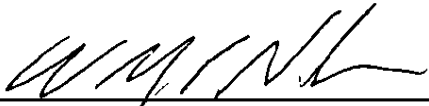
[SIGNATURE PAGE FOLLOWS]

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

LENDER:

THE LEADERS BANK, an Illinois banking corporation

By: 

Name: William E. Navolio
Its: Executive Vice President and General Counsel

TENANT:

KA & F GROUP, LLC, an Illinois limited liability company

By: _____

Name: Gavin Sclar
Its: Chief Financial Officer

MEGA TEX, INC., an Illinois corporation

By: _____

Name: Benjamin Diaz
Its: Secretary & Treasurer

LANDLORD:

4546 WEST 47TH STREET LLC, an Illinois limited liability company

By: _____

Name: Mark A. Herman
Its: Manager

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Its: Executive Vice President and General Counsel

TENANT:

KA & F GROUP, LLC, an Illinois limited liability company

By: _____

Name: Gavin Sola

Its: Chief Financial Officer

MEGA TEX, INC., an Illinois corporation

By: _____

Name: Benjamin Diaz

Its: Secretary & Treasurer

LANDLORD:

4546 WEST 47TH STREET LLC, an Illinois limited liability company

By: _____

Name: Mark A. Herman

Its: Manager

Property of Cook County Clerk's Office

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Its: Executive Vice President and General Counsel

TENANT:

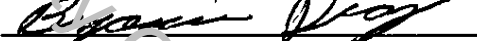
KA & F GROUP, LLC, an Illinois limited liability company

By: _____

Name: Gavin Sclar

Its: Chief Financial Officer

MECA TEX, INC., an Illinois corporation

By:  _____

Name: Benjamin Diaz

Its: Secretary & Treasurer

LANDLORD:

4546 WEST 47TH STREET LLC, an Illinois limited liability company

By: _____

Name: Mark A. Herman

Its: Manager

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TENANT:

KA & F GROUP, LLC, an Illinois limited liability company

By: _____

Name: Gavin Sclar

Its: Chief Financial Officer

MEGA TEX, INC., an Illinois corporation

By: _____

Name: Benjamin Diaz

Its: Secretary & Treasurer

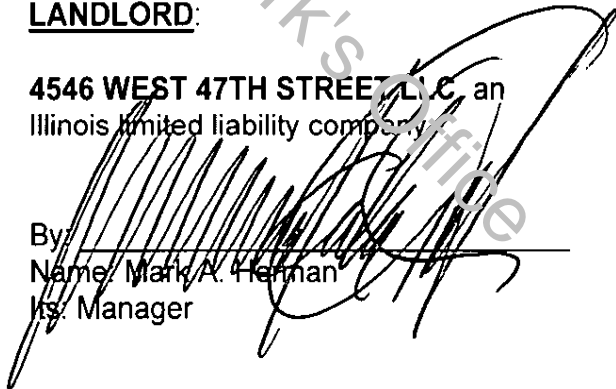
LANDLORD:

4546 WEST 47TH STREET LLC, an Illinois limited liability company

By: _____

Name: Mark A. Herman

Its: Manager



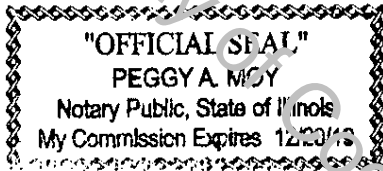
Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
)
COUNTY OF DuPage) SS

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that William E. Navolio personally known to me to be an Executive Vice President and General Counsel of **THE LEADERS BANK**, an Illinois banking corporation, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such officer he signed and delivered the said instrument as her free and voluntary act and as the free and voluntary act of said banking corporation, for the uses and purposes therein set forth and pursuant to such bank's authority.

GIVEN under my hand and Notarial Seal this December 11, 2018.



Peggy A. Moy
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Gavin Sclar, personally known to me to be the Chief Financial Officer of **KA & F GROUP, LLC**, an Illinois limited liability company whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such officer of such company, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth and pursuant to such company's authority.

GIVEN under my hand and Notarial Seal this December ____, 2018.

Notary Public

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that William E. Navolio personally known to me to be an Executive Vice President and General Counsel of **THE LEADERS BANK**, an Illinois banking corporation, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such officer he signed and delivered the said instrument as her free and voluntary act and as the free and voluntary act of said banking corporation, for the uses and purposes therein set forth and pursuant to such bank's authority.

GIVEN under my hand and Notarial Seal this December ____, 2018.

Notary Public

STATE OF ~~ILLINOIS~~)
 CALIFORNIA)
COUNTY OF San Diego) SS

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Gavin Sclar, personally known to me to be the Chief Financial Officer of **KA & F GROUP, LLC**, an Illinois limited liability company whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such officer of such company, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth and pursuant to such company's authority.

GIVEN under my hand and Notarial Seal this December 10, 2018.



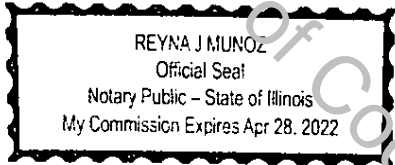
Ghada Abou-Hamze
Notary Public

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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Benjamin Diaz, personally known to me to be the Secretary and Treasurer of **MEGA TEX, INC.**, an Illinois corporation, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such officer of such company, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth and pursuant to such company's authority.

GIVEN under my hand and Notarial Seal this December 11th, 2018.



[Signature]
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Mark A. Herman, personally known to me to be the Manager of **4546 WEST 47TH STREET LLC**, an Illinois limited liability company, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such Manager of such company, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of such limited liability company, for the uses and purposes therein set forth and pursuant to such company's authority.

GIVEN under my hand and Notarial Seal this December ____, 2018.

Notary Public

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STATE OF ILLINOIS)
)
COUNTY OF _____) SS

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Benjamin Diaz, personally known to me to be the Secretary and Treasurer of **MEGA TEX, INC.**, an Illinois corporation, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such officer of such company, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth and pursuant to such company's authority.

GIVEN under my hand and Notarial Seal this December ____, 2018.

Notary Public

STATE OF ILLINOIS)
)
COUNTY OF Cook) SS

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Mark A. Herman, personally known to me to be the Manager of **4546 WEST 47TH STREET LLC**, an Illinois limited liability company, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such Manager of such company, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of such limited liability company, for the uses and purposes therein set forth and pursuant to such company's authority.

GIVEN under my hand and Notarial Seal this December 12, 2018.



Stuart W Rathje
Notary Public

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SCHEDULE A

LEGAL DESCRIPTION

PARCEL 1:

A RECTANGULAR PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND BEING A PART OF LOT "B" IN CIRCUIT COURT PARTITION OF THE SOUTH ½ AND PART OF THE NORTHWEST ¼ OF SAID SECTION, WHICH PARCEL IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SOUTHWEST ¼ 1,035.9 FEET WEST OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION, AND RUNNING THENCE NORTHWARDLY TO A POINT ON A LINE 933 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE SOUTHWEST ¼, THAT IS 1,032.22 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE; THENCE WESTWARDLY 270 FEET ON SAID LINE WHICH IS 933 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE; THENCE SOUTHWARDLY 933 FEET TO THE SOUTH LINE OF SAID SOUTHWEST ¼; THENCE EASTWARDLY 270 FEET TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM THE SOUTH 33 FEET WHICH IS THE NORTH ½ OF THE WEST 47TH STREET AS NOW OPENED, ALSO EXCEPT THEREFROM AREA OCCUPIED BY THE NORTH ABUTMENT AND WINGWALL OF THE WEST 47TH STREET UNDERPASS), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF THE EAST 200 FEET OF PARCEL 1 CREATED BY INSTRUMENT RECORDED FEBRUARY 28, 1958 AS DOCUMENT NUMBER 14743288 FOR THE ESTABLISHMENT OF A PERMANENT ROADWAY FOR THE USE OF VEHICLES AND PEDESTRIANS OVER AND UPON AND ALONG THE FOLLOWING DESCRIBED PROPERTY: A RECTANGULAR PIECE OF LAND IN THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTH LINE OF SAID SOUTHWEST ¼ 1000.9 FEET WEST OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION; THENCE NORTHEASTERLY 933 FEET ON A STRAIGHT LINE TO A POINT 997.22 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE; THENCE WESTERLY 35 FEET ON A LINE WHICH IS 933 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE; THENCE SOUTHERLY 933 FEET TO THE SOUTH LINE OF SAID SOUTHWEST ¼; THENCE EASTERLY 35 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE SOUTH 33 FEET WHICH IS THE NORTH ½ OF WEST 47TH STREET AS NOW OPENED), IN COOK COUNTY, ILLINOIS.

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PARCEL 3:

EASEMENT FOR THE BENEFIT OF THE WEST 70 FEET OF PARCEL 1 CREATED BY INSTRUMENT RECORDED JUNE 30, 1965 AS DOCUMENT NUMBER 19512243 TO CONSTRUCT, INSTALL AND MAINTAIN SUPPORTS AND FOOTINGS FOR ANY BUILDING OR STRUCTURE WHICH MAY BE ERECTED ON PARCEL 1 OVER, ACROSS, UNDER AND THROUGH THE FOLLOWING DESCRIBED PROPERTY; A RECTANGULAR PIECE OF LAND IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SOUTHWEST $\frac{1}{4}$ 1305.90 FEET WEST OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION, AND RUNNING THENCE NORTHERLY TO A POINT ON A LINE 933 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE SOUTHWEST $\frac{1}{4}$, THAT IS 1302.22 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE; THENCE WESTERLY 3 FEET ON SAID LINE WHICH IS 933 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE; THENCE SOUTHERLY 933 FEET TO THE SOUTH LINE OF SAID SOUTHWEST $\frac{1}{4}$; THENCE EASTERLY 3 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE SOUTH 33 FEET WHICH IS THE NORTH $\frac{1}{2}$ OF WEST 47TH STREET AS NOW OPENED), IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH $\frac{1}{2}$ AND THAT PART OF THE NORTHWEST $\frac{1}{4}$ LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS IN BOOK 67 OF PLATS, PAGE 44 ON APRIL 29, 1897 AS DOCUMENT 2530529 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST 47TH STREET (A PUBLIC STREET) SAID NORTH LINE BEING 33 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE SAID SECTION 3 AND A LINE DRAWN FROM A POINT 1000.77 FEET WEST OF THE EAST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 3 AND 33 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 3 TO A POINT 1980.06 FEET NORTH OF SAID SOUTH LINE AND 993.13 FEET WEST OF THE EAST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 3; THENCE NORTHERLY ALONG THE LAST DESCRIBED LINE 900 FEET TO A POINT; THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 20 FEET TO A POINT; THENCE SOUTHERLY ON A STRAIGHT LINE 403.29 FEET TO A POINT WHICH IS 529.71 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 3 AND 978.82 FEET WEST OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3 BEING THE NORTHWEST CORNER OF THE PROPERTY CONVEYED BY THE FIRST NATIONAL BANK OF CHICAGO TO THE TRUSTEES OF THE CENTRAL MANUFACTURING DISTRICT BY

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DEED DATED MARCH 9, 1951 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MARCH 14, 1951 AS DOCUMENT 15030425 IN BOOK 46571 AT PAGE 180; THENCE SOUTH ALONG A LINE 978.82 FEET WEST OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3 BEING THE WEST LINE OF THE PROPERTY CONVEYED BY SAID DOCUMENT 15030425 A DISTANCE OF 496.71 FEET TO THE SAID NORTH LINE OF WEST 47TH STREET; THENCE WEST ALONG SAID STREET LINE 21.95 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PINS:

19-03-316-003-0000; 19-03-316-008-0000; 19-03-400-099-0000

COMMON ADDRESS:

4546 W. 47TH STREET
CHICAGO, ILLINOIS 60632