# UNOFFICIAL COPY

Doc# 1927306041 Fee ≸88.00

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

EDHARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 09/30/2019 10:36 AM PG: 1 OF 11

PREPARED BY, AND UPON
RECORDATION, RETURN TO:

Courtney E. Mayeter
MUCH SHELIST
191 North Wacker Drive
Suite 1800
Chicago, Illinois 60606-1615

Space above for Recorder's Use

### SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTUKBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made as of the \_\_\_\_\_\_ day of September, 2019 among WALDER OPERATIONS, LTD., a Delaware non-profit corporation, d/b/a Foundation for Learning and Development (the "Tenant"), LAKE FOREST BANK & TRUST COMPANY, N.A. (the "Lender"), and MILLBROOK SKOKIE LLC, an Illinois limited liability company (the "Largeord").

#### RECITALS:

- A. Tenant is the holder of a leasehold estate in a portion of the property described on <u>Exhibit</u> <u>A</u> (the "<u>Property</u>") under and pursuant to the provisions of a certain Office Lease Agreement dated July 26, 2019, between Landlord, as landlord and Tenant, as tenant (as the same may be amended from time to time in accordance with the terms of this Agreement, the "<u>Lease</u>");
- B. The Property is or is to be encumbered by one or more mortgages, deeds of trust, deeds to secure debt or similar security agreements (collectively, the "Security Instrument") in favor of Lender; and
- C. Tenant has agreed to subordinate the Lease to the Security Instrument and to the lien thereof and Lender has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

#### AGREEMENT:

NOW, THEREFORE, the parties hereto mutually agree as follows:

1927306041 Page: 2 of 11

### UNOFFICIAL COPY

- Subordination. The Lease, and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of the Tenant in and to the Property are and shall be subject and subordinate in all respects to the lien and terms of the Security Instrument, to any and all advances to be made thereunder and to all renewals, modifications, consolidations, replacements and extensions thereof.
- Nondisturbance. So long as Tenant pays all rents and other charges as specified in the Lease and is not otherwise in default (beyond applicable notice and cure periods) of any of its obligations and covenants pursuant to the Lease, Lender agrees for itself and its successors in interest and for any purchaser of the Property upon a foreclosure of the Security Instrument, that (a) Tenant's possession of the premises as described in the Lease will not be disturbed during the term of the Lease, as said term may be extended pursuant to the terms of the Lease or as said premises may be expanded as specified in the Lease, by cason of a foreclosure, and (b) Lender shall not join Tenant as a party defendant in any action or foreclosure proceeding unless such joinder is required by law to foreclose, and then only for such purpose and not for the purpose of terminating the Lease. For purposes of this agreement, a "foreclosure" shall include (but not be limited to) a sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Property and any other transfer of the Landlord's increst in the Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.
- Attornment. Tenant agrees to attorn to, accept and recognize any person or entity which acquires the Property through a foreclosure (an "Acquiring Party") as the landlord under the Lease for the then remaining balance of the term of the Lease, and any extensions thereof as made pursuant to the Lease, and Lender and its successors in interest shall recognize and accept Tenant as the tenant under the Lease. The foregoing provision shall be self-ope ative and shall not require the execution of any further instrument or agreement by Tenant as a condition to its offectiveness. Tenant agrees, however, to execute and deliver, at any time and from time to time, upon the request of the Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.
- 4 <u>No Liability</u>. Notwithstanding anything to the contrary contained herein or in the Lease, it is specifically understood and agreed that neither the Lender, nor any receiver or any Acquiring Party shall be:
- (a) liable for any default of any prior landlord; provide i, however, that Lender, receiver, or any Acquiring Party shall be liable and responsible for any such default; that is continuing at the time Lender, receiver, or any Acquiring Party acquires possession of the Property and such default is susceptible to cure and Lender, receiver, or any Acquiring Party fails to cure such default after receiving notice thereof; or
- (b) subject to any offsets, credits, claims or defenses which Tenant might have against any prior landlord, except where such offsets, credits, claims or defenses (i) arise out of a default of a prior landlord which is continuing at the time and susceptible to cure (whether a monetary or non-monetary default) when Lender, receiver, or any Acquiring Party acquires possession of the Property and Lender, receiver, or any Acquiring Party fails to cure such default after receiving notice thereof, (ii) arise after Lender, receiver, or any Acquiring Party has taken possession of the Property, or (iii) or arise in connection with the Improvement Work and the Tenant Improvement Allowance, as defined in the Lease; or

1927306041 Page: 3 of 11

### **UNOFFICIAL COPY**

- (c) bound by any rent or additional rent which is payable on a monthly basis and which Tenant might have paid for more than one (1) month in advance to any prior landlord (unless the same has been delivered by Landlord to Lender, receiver or the Acquiring Party), except to the extent required by the Lease; or
- (d) liable for any security deposit, escrows or any other monies held by Landlord unless the same has been delivered by Landlord to Lender, the receiver or the Acquiring Party; or
- (e) be liable to Tenant hereunder or under the terms of the Lease beyond its interest in the Property.

Notwithstanding the foregoing, Tenant reserves its rights to any and all claims or causes of action against such prior landlord for prior losses or damages and against the successor landlord for all losses or damages arising from and after the date that such successor landlord takes title to the Property.

- Rent. Cenant has notice that the Lease and the rents and all other sums due thereunder have been assigned to Lender as security for the loan secured by the Security Instrument. In the event Lender notifies Tenant of the occurrence of a default under the Security Instrument and demands that Tenant pay its rents and all other sums due or to become due under the Lease directly to Lender, Tenant shall not be required to determine whether Landlord is in default and shall honor such demand and pay its rent and all other sums due under the Lease directly to Lender or as otherwise authorized in writing by Lender, and such payment shall not be fee med to have violated the Lease. Landlord hereby irrevocably authorizes Tenant to make the foregoing payments to Lender upon such notice and demand.
- Lender to Receive Notices. Tenant shall notify Lender of any default by Landlord under the Lease which would entitle Tenant to cancel the Lease or to seek or assert any set-off or counterclaim again the rent or additional rent due under the Lease, and agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation thereof shall be effective and Tenant shall not seek or assert any set-off or counterclaim against the rent or additional rent due under the Lease unless Lender shall have received notice of default giving rise to such cancellation set-off or counterclaim and shall have failed within thirty (30) days after receipt of such notice to cure such default, or if such default cannot be cured within thirty (30) days, shall have failed within thirty (30) days after receipt of such notice to commence and thereafter diligently pursue any action necessary to ture such default.
- Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person with receipt acknowledged by the recipient thereof, (ii) one (1) Business Day (hereinafter defined) after having been deposited for evernight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having ocen deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the receiving party at the following addresses:

if to Landlord, to: MILLBROOK SKOKIE LLC

485 Half Day Road

Suite 220

Buffalo Grove, Illinois 60089 Attn: Bruce Hecktman

if to Tenant (prior to the Commencement Date), to:

1927306041 Page: 4 of 11

### UNOFFICIAL C

Walder Operations, Ltd. c/o Immigration Law Associates, P.C. 8707 Skokie Boulevard, Suite 302 Skokie, Illinois 60077 Attention: Elizabeth M. Walder

With a copy to:

McDermott Will & Emery LLP 444 West Lake Street, Suite 4000 Chicago, IL 60606

Attn: Sonia Elizabeth Fulop, Esq.

if to Tenant (from and after the Commencement Date), to:

Walder Operations, Ltd. 5215 Old Orchard Road, Suite 450 Skokie, IL 60077 Attention: Elizabeth M. Walder

With a copy to:

McDerrioit Will & Emery LLP 444 West Lake Street, Suite 4000 Chicago, IL 60 006

Attn: Sonia Elizabeth Fulop, Esq.

if to Lender, to:

Lake Forest Bank & Trust Company

727 North Bank Lane Lake Forest, Illinois 60045

or addressed as such party may from time to time designate by written notice to the other parties. For purposes of this Paragraph 7, the term "Business Day" shall mean any day other than Saturday, Sunday or any other day on which banks are required or authorized to close in Lake Forest, Ill noi...

- Successors. The obligations and rights of the parties pursuant to this Agreement shall bind and inure to the benefit of the successors, assigns, heirs and legal representatives of the respective parties.
- Miscellaneous. This Agreement shall not be modified or amended except in writing signed by all parties hereto. The use of the neuter gender in this Agreement shall be deemed to include any other gender, and words in the singular number shall be held to include the plural, when the context requires.
- <u>Duplicate Originals</u>; <u>Counterparts</u>. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and

1927306041 Page: 5 of 11

# **UNOFFICIAL COP**

all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

COOK COUNTY SORTICE RECORDER OF DEEDS

1927306041 Page: 6 of 11

# **UNOFFICIAL COPY**

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

TENANT:

WALDER OPERATIONS, LTD., a Delaware non-profit corporation, d/b/a Foundation for Learning and Development

Name: Elizabeth M. Walder

Its: Vice President

LANDLORD:

MILLBROOK SKOKIE LLC, an Illinois limited

liability company

Name: Bruce Hecktman

I's: President

LENDER:

LAKE FOREST BANK & TRUST COMPANY, N.A.

Name:

Its: **EV** 

1927306041 Page: 7 of 11

## **UNOFFICIAL COPY**

STATE OF ILLINOIS	)
COUNTY OF <u>look</u>	) SS )
I, MICHELE BUP	KOWSKI a Notary Public in and for and residing in said County and State,
	AT Elizabeth M. Walder, the Vice President of WALDER OPERATIONS,
LTD., a Delaware non-profit	corporation, d/b/a Foundation for Learning and Development, personally
known to me to be the same	e person whose name is subscribed to the foregoing instrument as such
President appeared before me	this day in person and acknowledged that she signed and delivered said

instrument as her own free and voluntary act and as the free and voluntary act of said limited liability

#### LANDLORD ACKNOWLEDGEMENT

TENANT ACKNOWLEDGEMENT

company for said uses and purposes.

STATE OF ILLINOIS )
) SS
COUNTY OF LAKE )

I, Share Gerrards, a Notary Public in and for and saiding in said County and State, DO HEREBY CERTIFY THAT Bruce Hecktman, the President of Miller ROOK SKOKIE LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company for said uses and purposes.

GIVEN under my hand and Notarial seal this \ day of September, 2019.

SHARON A GEOCARIS
Official Seal
Notary Public - State of Illinois
My Commission Expires Aug 25, 2020

My Commission Expires: 08.25.2020

1927306041 Page: 8 of 11

# **UNOFFICIAL COPY**

### LENDER ACKNOWLEDGEMENT

STATE OF ILLINOIS	) ) SS
COUNTY OF <u>Lake</u>	)
DO HEREBY CERTIFY THAT TRUST COMPANY, N.A., per the foregoing instrument as suc that he/she signed and delivered voluntary act of said banking, co	ng, a Notary Public in and for and residing in said County and State, Gregory Pinter, the EVP of LAKE FOREST BANK & sonally known to me to be the same person whose name is subscribed to how of the person and acknowledged said instrument as his/her own free and voluntary act and as the free and reporation for said uses and purposes.
"OFF	CIAL SEAL."  Notary Public  My Commission Expires:
	Clart's Office

1927306041 Page: 9 of 11

### **UNOFFICIAL COPY**

### EXHIBIT A

### **LEGAL DESCRIPTION OF PROPERTY**

#### PARCEL 1:

A PORTION OF LOTS AND VACATED LOTS AND ALLEYS IN BLOCKS 3 AND 4 AND OF VACATED TERMINAL AVENUE, AND OF LARAMIE AVENUE, DARTMOUTH PLACE AND GRANT AVENUE (ALL STREETS VACATED IN PART), ALL IN SKOKIE RAPID TRANSIT PARK FIRST ADDITION, BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 40 FEET OF THE NORTH 70 FEET THEREOF) OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, NORTH SHORE AND MILWAUKEE RAILROAD, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF VACATED COLFAX STREET EXTENDED WESTERLY AND THE WESTERLY LINE OF VACATED TERMINAL AVENUE; THENCE EAST ALONG THE SOUTH LINE OF VACATED COLFAX STREET, AND ITS EXTENSION WEST AND EAST, 609.64 FEET TO THE NORTHWEST CORNER OF LOT 40 IN BLOCK 3 IN THE RESUBDIVISION OF LOTS 11 TO 25, BOTH INCLUSIVE, IN BLOCK 2 AND LOTS 21 TO 43, BOTH INCLUSIVE IN BLOCK 3 IN SKOKIE RAPID TRANSIT PARK SUBDIVISION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT THE SOUTH 3/2 FEET OF THE NORTH 60 FEET THEREOF) OF SAID SECTION 9: THENCE SOUTHWESTERLY 382 12 FEET TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 4 (VACATED IN PART) IN SAID SKOKIE RAPID TRANSIT PARK FIRST ADDITION; THENCE SOUTH ALONG THE EAST LINE OF VACATED ALLEY 47.18 FEET TO THE SOUTH LINE OF SAID VACATED ALLEY; THENCE WEST ALONG THE SOUTH LINE OF SAID VACATED ALLEY 16.0 FEET TO A POINT WHICH IS 77.0 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 25 IN SAID BLOCK 4; THENCE SOUTHWESTERLY 91.12 FEET TO A POINT IN THE SOUTH LINE OF LOT 24 IN SAID BLCCK 4 WHICH IS 18.50 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 24; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID LOT 24 EXTENDED SOUTH (SAID LINE BEING ALSO THE EAST LINE OF VACATED ALLEY) A DISTANCE OF 16.0 FEET TO THE SOUTH LINE OF AFORESAID VACATED ALLEY: THENCE WEST ALONG THE SOUTH LINE OF SAID VACATED ALLEY 15.02 FEET TO A POINT IN A STRAIGHT LINE WHICH IS DRAWN FROM THE SOUTHEAST CORNER OF LOT 16 IN BLOCK 4 TO THE POINT OF THE SOUTH LINE OF SAID LOT 24, 18.50 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTHWEST-RLY ALONG SAID LINE 170.49 FEET TO THE SAID SOUTHEAST CORNER OF LOT THENCE SOUTHWESTERLY 73.01 FEET TO THE INTERSECTION OF THE WESTERLY LINE OF VACATED TERMINAL AVENUE WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9; THENCE NORTHERLY ALONG SAID WESTERLY LINE OF VACATED TERMINAL AVENUE, 646.49 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART OF SAID PREMISES LYING EAST OF THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 9), IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

EASEMENTS APPURTENANT TO PARCEL 1 AS SET FORTH BY EASEMENTS DATED MAY 17, 1974 AND RECORDED MAY 23, 1974 AS <u>DOCUMENT 22726688</u> FOR INGRESS AND EGRESS OVER AND UNDER AND ACROSS ALL THAT PART OF LOT 'A' TO BOTTHOF'S

1927306041 Page: 10 of 11

### **UNOFFICIAL COPY**

CONSOLIDATION OF CERTAIN LOTS, VACATED STREETS, AND ALLEYS IN SKOKIE RAPID TRANSIT PARK AND THE FIRST ADDITION THERETO BEING SUBDIVISIONS IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 'A', 33.0 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG A LINE 33.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 'A' TO A POINT 156.0 FEET SOUTH OF THE SOUTH RIGHT OF WAY LINE OF OLD ORCHARD ROAD (BEING ALSO THE NORTH LINE OF LOT 'A' AFORESAID); THENCE NORTHEASTERLY ALONG A STRAIGHT LINE TO A POINT 40.0 FEET EAST OF THE WEST LINE OF LOT 'A' AFORESAID AND 90.0 FEET SOUTH OF THE SOUTH LINE OF OLD ORCHARD ROAD AFORESAID (BEING ALSO THE NORTH LINE OF SAID LOT 'A'); THENCE NORTH ALONG A LINE 40.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 'A', TO A POINT IN SAID SOUTH LINE OF OLD ORCHARD ROAD (REFERRED TO IN SAID GRANT AS EASEMENT PREMISES NO. 1), IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

EASEMENTS APPURTENANT TO PARCEL 1, AS SET FORTH IN INSTRUMENT DATED MAY 17. 1974 AND RECORDED MAY 23 1974 AS DOCUMENT 22726688 FOR CONSTRUCTION, MAINTENANCE AND USE OF CURSS, SIDEWALKS AND UTILITY OVER, UNDER AND ACROSS THAT PART OF LOT 'A' D' BOTTHOF'S CONSOLIDATION OF CERTAIN LOTS, VACATED STREETS AND ALLEYS in SKOKIE RAPID TRANSIT PARK IN THE FIRST ADDITION THERETO BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 'A', 43.0 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG A LINE 43.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 'A' TO A POINT 156.0 FEET SOUTH OF THE SOUTH RIGHT OF WAY LINE OF OLD ORCHARD ROAD, (BEING ALSO THE NORTH LINE OF LOT 'A' AFORESAID); THENCE NORTH ALONG A STRAIGHT LINE TO A POINT 43.0 FEET EAST OF THE WEST LINE OF LOT A' AFORESAID AND 90.0 FEET SOUTH OF THE SOUTH LINE OF OLD ORCHARD ROAD AFORESAID (BEING ALSO THE NORTH LINE OF SAID LOT 'A'); THENCE NORTH ALONG A LINE 4330 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 'A' TO A POINT IN SAID SOUTH LINE OF OLD ORCHARD ROAD (REFERRED TO IN SAID GRANT AS EASEMENT PREMISES NO. 2) IN - COOK COUNTY, ILLINOIS.

### PARCEL 4:

EASEMENTS APPURTENANT TO PARCEL 1 AS SET FORTH IN INSTRUMENT DATED MAY 17, 1974 AND RECORDED MAY 23, 1974 AS <u>DOCUMENT 22726688</u> FOR CONSTRUCTION, MAINTENANCE AND USE OF SANITARY AND STORM SEWER PIPES AND LINES OVER, UNDER AND ACROSS THAT PART OF LOT 'A' IN BOTTHOF'S CONSOLIDATION OF CERTAIN LOTS, VACATED STREETS AND ALLEYS IN SKOKIE RAPID TRANSIT PARK IN THE FIRST ADDITION THERETO BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 'A', 33.0 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 'A'; THENCE NORTHEASTERLY ALONG A LINE

1927306041 Page: 11 of 11

### **UNOFFICIAL COPY**

FORMING AN ANGLE OF 60 DEGREES (MEASURED FROM EAST TO NORTH) WITH SAID SOUTH LINE OF LOT 'A', A DISTANCE OF 45 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES, TO SAID LAST DESCRIBED LINE, A DISTANCE OF 15.0 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES, TO SAID LAST DESCRIBED LINE TO A POINT ON THE AFORESAID SOUTH LINE OF LOT 'A'; THENCE EAST ALONG SAID SOUTH LINE OF LOT 'A' TO THE POINT OF BEGINNING (REFERRED TO IN SAID GRANT AS EASEMENT PREMISES NO. 3), IN COOK COUNTY, ILLINOIS.

#### PARCEL 5:

EASEMENTS APPURTENANT TO PARCEL 1, AS SET FORTH IN INSTRUMENT DATED JUNE 1, 1974 AND RECORDED JUNE 14. 1974 AS DOCUMENT 22751843 FOR CONSTRUCTION, MAINTENANCE AND USE OF CURBS, SIDEWALKS AND UTILITY OVER AND ACROSS THE 10 DESCRIBED PROPERTY: EASTERLY FEET OF THE FOLLOWING

THE WEST 8 FFET OF LOT 14, LOTS 15 TO 33, AND LOT 34 IN VACATED BLOCK 1; THE WEST 8 FEET OF LCT 15, LOTS 16 TO 28, AND LOT 29 IN VACATED BLOCK 2, TOGETHER WITH THE VACATED ALLEYS AND VACATED COLFAX STREET, COLFAX PLACE AND TERMINAL AVENUE ACJOINING SAID LOTS IN VACATED SKOKIE RAPID TRANSIT PARK FIRST ADDITION, A SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 40.0 FEET OF THE NORTH 70.0 FEET THEREOF) OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN. LYING EAST OF THE EASTERLY KICHT OF WAY LINE OF THE CHICAGO, NORTH SHORE TL.
County Clarks Office AND MILWAUKEE RAILROAD IN 142 VILLAGE OF SKOKIE, ALL IN COOK COUNTY, ILLINOIS.

### PROPERTY ADDRESS:

5215 Old Orchard Road Skokie, Illinois 60077

### PERMANENT TAX INDEX NUMBER:

10-09-309-034-000