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RECORDING REQUESTED BY:

Ross Dress For Less, Inc.

PREPARED BY AND WHEN RECORDED MAIL TO:

Ross Dress For Less, Inc.
5130 Hacienda Drive
Dublin, CA 94568
Attn.: Kevin C. Angstenberger, Esq.
Real Estate Law Department



2001517090

Doc# 2001517090 Fee \$88.00

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

EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/15/2020 02:00 PM PG: 1 OF 13

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

LOCATION: ARCHER HEIGHTS, ILLINOIS

1 APN: 19-03-20-004, 19-03-201-047, 19-03-201-049, 19-03-201-050 and
2 19-03-201-053

3 This Subordination, Nondisturbance and Attornment Agreement (the "Agreement") is
4 effective as of this 4 day of October, 2019, by and between CITIZENS BANK
5 NATIONAL ASSOCIATION, a national banking association (the "Lender"), ROSS DRESS FOR LESS,
6 INC., a Virginia corporation (the "Tenant") and PULASKI PROMENADE, LLC a Delaware limited liability
7 company (the "Landlord").

RECITALS

8
9 A. Lender is the holder of indebtedness secured by a lien or liens upon, the real property
10 described in Exhibit "A" attached hereto and by this reference incorporated herein. The Exhibit "A" property
11 and improvements thereon is hereinafter referred to as the "Shopping Center." The instruments creating
12 such lien or liens whether they be denominated as being "mortgage," "deed of trust," "deed to secure debt,"
13 "security agreement," "vendor's lien," "ground lease," or otherwise, and any instruments modifying or
14 amending the same, or entered into in substitution or replacement thereof, are hereinafter collectively referred
15 to as being the "Mortgage," recorded in the Official Records of Cook County as Document No.
16 2001517086.

17 B. Tenant has executed a certain lease with Landlord, dated for reference purposes on November
18 5, 2012, for all or a portion of the Shopping Center, which portion (the "Premises") is more particularly set
19 forth in said lease. Said lease and all amendments and modifications thereto are herein collectively referred
20 to as the "Lease."

21 C. Tenant has requested that Lender agree not to disturb Tenant's possessory rights under the
22 Lease in the event that Lender should foreclose on the Mortgage, provided that Tenant is not in default of
23 the Lease.

24 D. The parties desire to establish certain rights and obligations with respect to their respective
25 interests by means of this Agreement.

Store No. 1551, "Archer Heights"
Pulaski Promenade
Chicago, IL
TR.0916

Box 400

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AGREEMENTS

NOW, THEREFORE, the parties hereto in consideration of the mutual covenants herein contained, and intending to be legally bound by hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, and for so long as this Agreement remains binding upon Lender, the Lease shall be, in accordance with the terms and conditions hereof, subordinate to the lien of the Mortgage and all voluntary and involuntary advances made thereunder.

2. Lender approves of the Lease.

3. Provided that Tenant is not in default so as to permit the Landlord to terminate the Lease or Tenant's right to possession of the Premises, Lender or the purchaser at a foreclosure sale pursuant to any action or proceeding to foreclose the Mortgage, whether judicial or non-judicial, or Lender pursuant to acceptance of a deed in lieu of foreclosure or any assignment of Landlord's interest under the Lease, in the exercise of any of the rights arising, or which may arise, out of the Mortgage or in any other manner: (i) shall not disturb or deprive Tenant in or of its use, quiet enjoyment and possession (or its right to use, quiet enjoyment and possession) of the Premises, or of any part thereof, or any right, benefit or privilege granted to or inuring to the benefit of Tenant under the Lease (including any right of renewal or extension thereof); (ii) shall not terminate or affect the Lease; (iii) shall recognize Tenant's rights, benefits and privileges under the Lease; and, (iv) shall recognize the leasehold estate of Tenant under all of the terms, covenants, and conditions of the Lease for the remaining balance of the term of the Lease with the same force and effect as if Lender were the Landlord under the Lease. Lender hereby covenants that any sale by it of the Shopping Center pursuant to the exercise of any rights and remedies under the Mortgage or otherwise, shall be made subject to the Lease and the rights of Tenant thereunder. However, in no event shall Lender be:

(a) Liable for any act or omission of Landlord arising prior to the date Lender takes possession of Landlord's interest in the Lease or becomes a mortgagee in possession, except to the extent such act or omission is of a continuing nature, such as, for example, a repair obligation;

(b) Liable for any offsets or deficiencies which the Tenant might be entitled to assert against the Landlord arising prior to the date Lender takes possession of Landlord's interest in the Lease or becomes a mortgagee in possession, except to the extent that Lender has received the benefit of the act of the Tenant giving rise to the right of deduction, such as, for example, relief of an obligation that would otherwise have been paid by Lender as Landlord;

(c) Bound by any payment of rent or additional rent made by Tenant to Landlord for more than one month in advance, which payment was not required under the terms of the Lease;

(d) Bound by any amendment or modification of the Lease executed after the date of this Agreement which: (i) increases Landlord's obligations or reduces Tenant's obligations under the Lease; and, (ii) is made without Lender's prior written consent (except to the extent that the Lease may specifically contemplate any amendment or modification thereof).

4. In the event of the termination of the Mortgage by foreclosure, summary proceedings or otherwise, and if Tenant is not in default under the terms and conditions of the Lease so as to permit the Landlord thereunder to terminate the Lease, then, and in any such event, Tenant shall not be made a party in the action or proceeding to terminate the Mortgage unless not to do so would be disadvantageous procedurally

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1 to Lender, in which case, such joinder of Tenant as a party shall not extinguish or interfere with any rights of
2 Tenant under the Lease, nor shall Tenant be evicted or moved or its possession or right to possession under
3 the terms of the Lease be disturbed or in any way interfered with, and, subject to the provisions of this
4 Agreement, Tenant will attorn to Lender or any other party which obtains title to the Shopping Center
5 pursuant to any remedy provided for by the Mortgage or otherwise, such attornment to be effective and self-
6 operative without the execution of any other instruments on the part of any party, and the Lease shall continue
7 in full force and effect as a direct Lease from Lender or such party to Tenant under all the terms and provisions
8 of the Lease (including any rights to renew or extend the term thereof). In the event of such attornment,
9 Lender shall be deemed to have assumed and shall assume the performance of all of the affirmative covenants
10 of Landlord occurring under the Lease from and after the time Lender becomes Landlord and until such time
11 as such obligations are assumed by a bona fide purchaser.

12 5. Tenant hereby confirms that the Lease is in full force and effect.

13 6. Nothing contained in this Agreement shall be deemed to reduce or abrogate any rights of
14 Tenant to cure any default of the Landlord under the Lease in accordance with and subject to the provisions
15 of the Lease and/or to deduct from rental such amounts which Tenant may be entitled to so deduct under
16 the provisions of the Lease.

17 7. Unless and until Lender or any subsequent purchaser succeeds to the interest of Landlord
18 under the Lease, Landlord shall continue to perform Landlord's obligations and duties under the Lease.

19 8. If Landlord executes and delivers to Lender an Assignment of Leases and Rents conveying
20 the rent under the Lease upon an event of default by Landlord under the Mortgage, after receipt of notice
21 from Lender to Tenant (at the address set forth below) that rents under the Lease should be paid to Lender,
22 Tenant shall thereafter pay to Lender all monies thereafter due to Landlord under the Lease. In such event,
23 Tenant shall be entitled to rely solely upon such notice, and Landlord and Lender hereby indemnify and agree
24 to defend and hold Tenant harmless from and against any and all expenses, losses, claims, damages or liabilities
25 arising out of Tenant's compliance with such notice or performance of the obligations under the Lease by
26 Tenant made in good faith in reliance on and pursuant to such notice. Tenant shall be entitled to full credit
27 under the Lease for any rents paid to Lender in accordance with the provisions hereof. Any dispute between
28 Lender (or any other purchaser) and Landlord as to the existence of a default by Landlord under the provisions
29 of the Mortgage, shall be dealt with and adjusted solely between Lender (or any other purchaser) and Landlord,
30 and Tenant shall not be made a party thereto.

31 9. Lender shall use the proceeds of any insurance recovery or condemnation award for the
32 purposes stated in the Lease.

33 10. No modification, amendment, waiver or release of any provision of this Agreement or of any
34 right, obligation, claim or cause of action arising thereunder shall be valid or binding for any purpose
35 whatsoever unless in writing and duly executed by the party against which the same is brought to be asserted.

36 11. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and
37 their respective heirs, legal representatives, successors and assigns, including without limitation, the covenants
38 of Lender herein shall be specifically binding upon any purchaser of the Shopping Center at foreclosure or at
39 a sale under power of sale.

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1 12. In the event any one or more of the provisions contained in this Agreement shall for any
2 reason be held to be invalid, illegal or unenforceable in any respect, said provision(s) shall be void and of no
3 further force or effect.

4 13. This Agreement shall be governed and construed according to the laws of the state where the
5 Shopping Center is located.

6 14. Provided that Tenant is not in default under the Lease, Lender shall not institute any litigation
7 naming Tenant as a defendant for the purpose of foreclosing or otherwise terminating Tenant's leasehold
8 interest in the Shopping Center or the Premises unless Tenant is required to be named in such litigation by
9 law, and then only for the purpose of complying with the applicable foreclosure statute and so long as Tenant's
10 failure to defend against any such action shall not result in a waiver of its rights to continued possession under
11 the Lease as set forth in this Agreement. The term "Lender" as used herein shall include any successor-in-
12 interest to the Lender (including a purchaser at foreclosure or sale in lieu thereof).

13 15. To be effective, any notice or other communication given pursuant to this Agreement must
14 be in writing and sent postage paid by United States registered or certified mail with return receipt requested.
15 Rejection or other refusal to accept, or inability to deliver because of changed address of which no notice has
16 been given, will constitute receipt of the notice or other communication. For purposes hereof, Lender's
17 address is:

18 Citizens Bank National Association
19 1215 Superior Avenue,
20 Cleveland, Ohio 44114
21 Attention: Donald W. Woods

22 With copy to:

23 Riemer & Braunstein LLP
24 100 Cambridge Street, 22nd Floor
25 Boston, Massachusetts 02114
26 Attention: Kevin J. Lyons, Esq.
27

28 and Tenant's address is:

29 Ross Dress For Less, Inc.
30 5130 Hacienda Drive
31 Dublin, CA 94568-7579
32 Attention: Real Estate Legal Notice Department

33 and Landlord's address is:

34 Pulanski Promenade, LLC
35 c/o IBT Group, LLC
36 850 West Jackson Boulevard, Suite 701
37 Chicago, IL 60607-3032

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1 At any time(s), each party may change its address for the purposes hereof by giving the other
2 party a change of address notice in the manner stated above.

3 16. This Agreement (a) contains the entire understanding of Lender and Tenant regarding matters
4 dealt with herein (any prior written or oral agreements between them as to such matters being superseded
5 hereby), (b) can be modified or waived in whole or in part only by a written instrument signed on behalf of
6 the party against whom enforcement of the modification or waiver is sought, and (c) will bind and inure to
7 the benefit of the parties hereto and their respective successors and assigns.

8 17. In the event of any litigation arising out of the enforcement or interpretation of any of the
9 provisions of this Agreement, the unsuccessful party shall pay to the prevailing party its reasonable attorneys'
10 fees, including costs of suit, discovery and appeal. The "prevailing party" shall be that party who obtains
11 substantially the relief sought in the action.

12 18. In the event the Lease is terminated as a result of Landlord's bankruptcy or reorganization,
13 whereby Lender obtains fee title to the Shopping Center (or in the case Lender is the ground lessor, retains
14 fee title without the encumbrance of the ground lease), Lender agrees that the Lease shall remain in effect as
15 between Lender (as Landlord) and Tenant, subject to the terms of this Agreement, and, upon Tenant's written
16 request, Lender and Tenant agree to execute a reinstatement agreement documenting that the Lease has been
17 reinstated as between Lender (as Landlord) and Tenant and that the terms and conditions thereof shall be as
18 stated in the Lease, subject to the provisions of this Agreement.

19
20 *[REMAINDER OF PAGE INTENTIONALLY BLANK]*
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1 19. So long as the Mortgage remains in force and effect, in the event that Tenant delivers to
 2 Landlord a notice of Landlord's default under the Lease, Tenant shall concurrently send a copy of such notice
 3 to Lender at the address and in the manner set forth in paragraph 15. Thereafter, Lender shall have the right,
 4 but not the obligation, to cure any Landlord default within sixty (60) days after Lender's receipt of Tenant's
 5 notice ("Lender's Cure Period"), provided Lender notifies Tenant in writing, within ten (10) days following
 6 receipt of Tenant's notice, that Lender elects to cure such Landlord default ("Lender's Cure Notice") and
 7 provided further that Lender commences efforts to cure the Landlord default within thirty (30) days after
 8 receipt of Tenant's notice and thereafter Lender diligently pursues cure of the Landlord's default to
 9 completion. Notwithstanding the foregoing, in all events, Tenant shall have the right during such Lender's
 10 Cure Period, to repair, withhold, deduct and offset Rent relating to Landlord's default to the extent that Tenant
 11 is entitled to do so under the Lease. The foregoing notice and cure right granted to Lender shall only apply
 12 in the event of a Landlord default under Section 20.1.2(a) of the Lease and shall not apply to or limit Tenant's
 13 right to terminate the Lease in accordance with other express provisions of the Lease. In the event Lender
 14 fails to timely give the Lender's Cure Notice or in the event Lender gives Tenant the Lender's Cure Notice
 15 but Lender fails to cure the Landlord default prior to expiration of the Lender's Cure Period, then Tenant
 16 shall have the right to exercise all rights and remedies available under the Lease or at law or in equity including
 17 the right to terminate the Lease.

18 IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the
 19 day and year first written above.

TENANT:
ROSS DRESS FOR LESS, INC.,
 a Virginia corporation

By: *Jeff Sealy*
 Jeff Sealy
 Its: Group Vice President, Real Estate

LENDER:
CITIZENS BANK NATIONAL
ASSOCIATION,
 a national banking association

By: _____
 Name: _____
 Its: _____

LANDLORD:
PULANSKI PROMENADE, LLC,
 a Delaware limited liability company

By: _____
 Name: _____
 Its: _____

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TENANT'S ACKNOWLEDGMENT

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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.

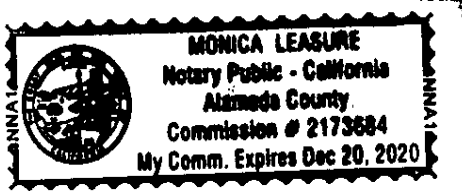
State of California)
)
County of Alameda)

On October 4, 2019, before me, Monica Leasure, a Notary Public, personally appeared Jeff Sealy, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Monica Leasure
Notary Public



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LANDLORD: PULASKI PROMENADE, LLC
a Delaware limited liability company

By: IRC Pulaski Promenade, L.L.C.,
a Delaware limited liability company,
its manager

By: IRC Retail Centers LLC,
a Delaware limited liability company,
its manager

BY: Pt 7
NAME: Peter A. Foran
ITS: Authorized Signatory

Property of Cook County Clerk's Office

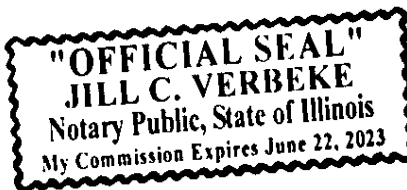
[Acknowledgment of Landlord]

STATE OF IL)
) SS:
COUNTY OF DuPage)

On this 18th day of December, 2019, before me, the undersigned Notary Public in and for said County and State, personally appeared Peter A. Foran as Authorized Signatory of IRC Retail LLC, the manager of IRC Pulaski Promenade, L.L.C., the manager of Pulaski Promenade LLC, a Delaware limited liability company, and after first being duly sworn or affirmed, executed the foregoing instrument on behalf of said company for the purposes therein expressed.

In witness whereof, I have set my hand and official seal the day and year last above written.

Jill C Verbeke
Notary Public Signature
Printed Name: Jill C. Verbeke
My Commission Expires: 6-22-2023

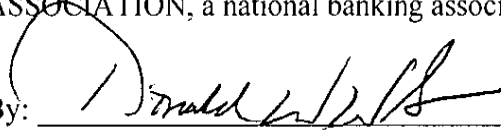


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IN WITNESS WHEREOF, Lender has duly executed this Agreement as of the date shown below.

LENDER:

CITIZENS BANK, NATIONAL ASSOCIATION, a national banking association

By: 

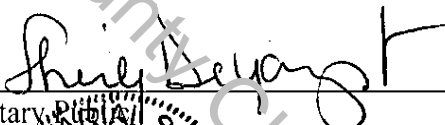
Name: Donald W. Woods

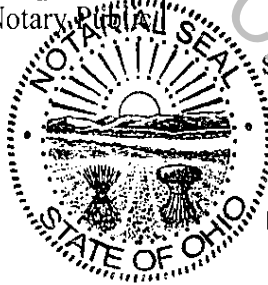
Title: Senior Vice President

Date of execution: December 18, 2019

STATE OF Ohio)
) SS.
COUNTY OF Cuyahoga)

The foregoing instrument was acknowledged before me this 18th day of December, 2019 by Donald W. Woods, Senior Vice President Citizens Bank, National Association.


Notary Public



SHIRLEY DEYAMPERT
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Cuyahoga County
My Comm. Exp. 12/31/2021

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EXHIBIT A LEGAL DESCRIPTION OF THE SHOPPING CENTER

PARCEL 1:

THAT PART OF LOTS 4 AND 5 IN JENNI'S RESUBDIVISION OF PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4, LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 4; THENCE NORTH 89 DEGREES 47 MINUTES 49 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT, 35.00 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 14 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 35.00 FEET OF SAID LOT, 129.43 FEET; THENCE SOUTH 75 DEGREES 12 MINUTES 15 SECONDS EAST, 67.27 FEET TO A POINT ON THE SOUTH LINE OF LOT 4, SAID POINT BEING 100.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 03 MINUTES 12 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 100.00 FEET OF THE AFORESAID LOT 5, A DISTANCE OF 150.16 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT; THENCE SOUTH 89 DEGREES 47 MINUTES 49 SECONDS WEST ALONG SAID SOUTH LINE, 100.00 FEET TO THE SOUTHWEST CORNER OF LOT 5; THENCE NORTH 00 DEGREES 03 MINUTES 12 SECONDS WEST ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 150.16 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 08 MINUTES 14 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 146.84 FEET TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 2 AND 3 IN JENNI'S RESUBDIVISION OF PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4, LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4, LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON SEPTEMBER 5, 1893 IN BOOK 59 OF PLATS, PAGE 32, AS DOCUMENT NUMBER 1925471, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN WEST LINE OF SOUTH PULASKI ROAD (FORMERLY SOUTH CRAWFORD AVENUE), SAID POINT BEING 723.00 FEET NORTH OF THE NORTH LINE OF DISTRICT BOULEVARD MEASURED ALONG SAID WEST LINE OF SOUTH PULASKI ROAD; THENCE SOUTHERLY ALONG SAID WEST LINE OF SOUTH PULASKI ROAD TO ITS INTERSECTION WITH THE NORTH LINE OF SAID DISTRICT BOULEVARD; THENCE WESTERLY ALONG SAID NORTH LINE OF DISTRICT BOULEVARD TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND 550 FEET WEST OF SAID WEST LINE OF SAID SOUTH PULASKI ROAD; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO THE INTERSECTION WITH A LINE

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PARALLEL WITH AND 639.00 FEET NORTH OF SAID NORTH LINE OF DISTRICT BOULEVARD; THENCE EASTERLY ALONG SAID LAST DESCRIBED PARALLEL LINE A DISTANCE OF 281.78 FEET TO A POINT; THENCE NORTHERLY ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH PULASKI ROAD A DISTANCE OF 84.00 FEET; THENCE EASTERLY ALONG A LINE 723.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID DISTRICT BOULEVARD TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. EXCEPTING FROM THE ABOVE DESCRIBED PARCELS 1, 2 AND 3 THE FOLLOWING:

PARCEL A:

THAT PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4, LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON SEPTEMBER 5, 1893 IN BOOK 59 OF PLATS, PAGE 72, AS DOCUMENT NUMBER 1925471, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 723.00 FEET (AS MEASURED ALONG THE WEST LINE OF SOUTH PULASKI ROAD (FORMERLY SOUTH CRAWFORD AVENUE)) NORTH OF THE NORTH LINE OF DISTRICT BOULEVARD, SAID POINT BEING ALSO THE SOUTHEAST CORNER OF SAID LOT 5 IN JENNI'S RESUBDIVISION OF PART OF LOT "B" AFORESAID; THENCE SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG A LINE DRAWN 723.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DISTRICT BOULEVARD, SAID LINE BEING ALSO THE SOUTH LINE OF LOT 5 AFORESAID, 243.92 FEET TO A POINT, SAID POINT BEING 24.22 FEET (AS MEASURED ALONG SAID SOUTH LINE OF LOT 5) EAST OF THE SOUTHWEST CORNER OF LOT 5 AFORESAID; THENCE SOUTH 0 DEGREE 03 MINUTES 19 SECONDS WEST, ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 24.22 FEET OF LOT 5 AFORESAID, 172.50 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 11 SECONDS EAST, ALONG A LINE DRAWN 550.50 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DISTRICT BOULEVARD, 244.08 FEET TO A POINT ON THE WEST LINE OF SOUTH PULASKI ROAD AFORESAID; THENCE NORTH 0 DEGREE 00 MINUTES 08 SECONDS EAST, ALONG SAID WEST LINE, 172.50 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL B:

THAT PART OF LOTS 4 AND 5 IN JENNI'S RESUBDIVISION OF PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4, LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5, SAID POINT BEING ALSO A POINT 723.00 FEET (AS MEASURED ALONG THE WEST LINE OF SOUTH PULASKI ROAD (FORMERLY SOUTH CRAWFORD AVENUE)) NORTH OF THE NORTH LINE OF DISTRICT BOULEVARD; THENCE SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG THE SOUTH LINE OF LOT 5, BEING ALSO A LINE DRAWN 723.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DISTRICT BOULEVARD, 168.14 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 100.00 FEET OF LOT 5 AFORESAID, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUING SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG SAID SOUTH LINE, 75.78 FEET TO A POINT,

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SAID POINT BEING 24.22 FEET (AS MEASURED ALONG SAID SOUTH LINE) EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 0 DEGREE 03 MINUTES 19 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 24.22 FEET OF LOT 5, A DISTANCE OF 150.16 FEET TO A POINT ON THE SOUTH LINE OF LOT 4 AFORESAID; THENCE NORTH 0 DEGREE 00 MINUTES 08 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 24.22 FEET OF LOT 4 AFORESAID, 17.42 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.78 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 35.00 FEET OF LOT 4 AFORESAID; THENCE SOUTH 75 DEGREES 03 MINUTES 52 SECONDS EAST, 67.27 FEET TO A POINT ON THE SOUTH LINE OF LOT 4 AFORESAID, SAID POINT BEING 100.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 0 DEGREE 03 MINUTES 19 SECONDS WEST, ALONG THE EAST LINE OF THE WEST 100.00 FEET OF LOT 5 AFORESAID, 150.16 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4, LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON SEPTEMBER 5, 1893 IN BOOK 59 OF PLATS, PAGE 32, AS DOCUMENT NUMBER 1925471, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 723.00 FEET (AS MEASURED ALONG THE WEST LINE OF SOUTH PULASKI ROAD (FORMERLY SOUTH CRAWFORD AVENUE)) NORTH OF THE NORTH LINE OF DISTRICT BOULEVARD, SAID POINT BEING ALSO THE SOUTHEAST CORNER OF SAID LOT 5 IN JENNI'S RESUBDIVISION OF PART OF LOT "B" AFORESAID; THENCE SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG A LINE DRAWN 723.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DISTRICT BOULEVARD, SAID LINE BEING ALSO THE SOUTH LINE OF LOT 5 AFORESAID, 243.92 FEET TO A POINT, SAID POINT BEING 24.22 FEET (AS MEASURED ALONG SAID SOUTH LINE OF LOT 5) EAST OF THE SOUTHWEST CORNER OF LOT 5 AFORESAID; THENCE SOUTH 0 DEGREE 03 MINUTES 19 SECONDS WEST, ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 24.22 FEET OF LOT 5 AFORESAID, 172.50 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 11 SECONDS EAST, ALONG A LINE DRAWN 550.50 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DISTRICT BOULEVARD, 244.08 FEET TO A POINT ON THE WEST LINE OF SOUTH PULASKI ROAD AFORESAID; THENCE NORTH 0 DEGREE 00 MINUTES 08 SECONDS EAST, ALONG SAID WEST LINE, 172.50 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF LOTS 4 AND 5 IN JENNI'S RESUBDIVISION OF PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4, LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5, SAID POINT BEING ALSO A POINT 723.00 FEET (AS MEASURED ALONG THE WEST LINE OF SOUTH PULASKI ROAD (FORMERLY

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SOUTH CRAWFORD AVENUE)) NORTH OF THE NORTH LINE OF DISTRICT BOULEVARD; THENCE SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG THE SOUTH LINE OF LOT 5, BEING ALSO A LINE DRAWN 723.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DISTRICT BOULEVARD, 168.14 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 100.00 FEET OF LOT 5 AFORESAID, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUING SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG SAID SOUTH LINE, 75.78 FEET TO A POINT, SAID POINT BEING 24.22 FEET (AS MEASURED ALONG SAID SOUTH LINE) EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 0 DEGREE 03 MINUTES 19 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 24.22 FEET OF LOT 5, A DISTANCE OF 150.16 FEET TO A POINT ON THE SOUTH LINE OF LOT 4 AFORESAID; THENCE NORTH 0 DEGREE 00 MINUTES 08 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 24.22 FEET OF LOT 4 AFORESAID, 17.42 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.78 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 35.00 FEET OF LOT 4 AFORESAID; THENCE SOUTH 75 DEGREES 03 MINUTES 52 SECONDS EAST, 67.27 FEET TO A POINT ON THE SOUTH LINE OF LOT 4 AFORESAID, SAID POINT BEING 100.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 0 DEGREE 03 MINUTES 19 SECONDS WEST, ALONG THE EAST LINE OF THE WEST 100.00 FEET OF LOT 5 AFORESAID, 150.16 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Address: 4064- 4200 South Pulaski Road, Chicago, IL 60632

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