("MI1904823LD DG 60F6 PREPARED BY AND UPON **RECORDATION RETURN TO:** 

Kathleen Madigan, Esq. Ulta Salon, Cosmetics & Fragrance, Inc. 1000 Regangton Blvd., Suite 120 Bolingurouk, Illinois 60440

Of Of



Doc# 2001517091 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/15/2020 02:01 PM PG: 1 OF 11

(above space for recording only)

## SUBORDINATION NON-DISTURBANCE AND ATTORN MENT AGREEMENT

THIS AGREEMENT ("Agreement"), righted the 20 day of 1/c/2019, by and between Citizens Bank, National Association 2 national banking association, having an address at 1215 Superior Avenue, Suite 1550, Cleveland, OH 44114, as administrative agent ("Agent") for itself and certain co-lenders (each a "Lender" and, collectively, "Lenders"), Pulaski Promenade, LLC, a Delaware limited liability company, having an address at c/o Inland Commercial Property Management, 81/2 Commerce Drive, Suite 300, Oakbrook, IL 60523 ("Landlord") and Ulta Salon, Cosmetics & Fragrance, Inc., a Delaware corporation, whose address is 1000 Remington Blvd., Suite 120, Bolingbrook. IL 60440 ("Tenant").

### WITNESSETH:

WHEREAS, Landlord and Tenant have entered into that certain Shopping Center Lease dated December 8, 2016, as amended (collectively, the "Lease") pertaining to certain premises (the "Premises") located in the Pulaski Promenade Shopping Center, in Chicago, IL (the "Shopping Center") as legally described in Exhibit A; and

WHEREAS, Agent has made or agreed to make a loan to Landlord secured by. among other things, a lien recorded as of 1-15-20 in the county recorder's office as instrument number <u>\*</u>, book \_\_\_, page \_\_ (the "Mortgage") upon the real property legally described in <u>Exhibit A</u> attached hereto (which includes the Premises); # 2001517086 and

WHEREAS, Tenant wishes to be assured of the continued use and occupancy of the Premises and related Common Area (as such terms are defined in the Lease) and

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pylon or other signage of the Shopping Center under the terms of the Lease, notwithstanding any breach or default by Landlord or the exercise of any remedies under the Mortgage; and

WHEREAS, Agent wishes for Tenant to recognize and attorn to Agent in the event that Agent succeeds to the rights of the Landlord under the Lease as a result of foreclosure or otherwise.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the nutual undertakings hereinafter set forth, the parties hereby covenant and agree as follows:

- 1. SUBORDINATION. Subject to the terms of this Agreement, the Lease is and shall be subject and subordinate, as set forth in this Agreement, to the lien of the Mortgage and to all renewals, modifications, consolidations, replacements and extensions of the Mortgage, to the full extent of amounts secured thereby and interest thereon. The foregoing notwithstanding, in no event shall any of Tenant's trade fixtures, inventory, equipment, furniture and furnishings, accounts, books or records or other assets be or become subject or subordinate to the lien in favor of Lender.
- NON-DISTURBANCE. Notwithstanding anything to the contrary 2. contained in the Lease, so long as the Terant (or any permitted assignee or sublessee (hereinafter referred to collectively as "Tenant")) is not in default beyond any applicable notice and cure periods, except in due exercise of Tenant's rights and remedies thereunder, Tenant's possession, use and enjoyment of the Premises and the related Common Area, including but not limited to related signifies, shall not be interfered with. disturbed or diminished, or otherwise affected in any manner as a result of any act or omission of Landlord, and all rights and privileges of Tenant under the Lease, or any renewals, modifications, or extensions thereof, shall be recognized by Agent and any Successor Landlord (as defined in paragraph 3 below). If any action or proceeding is commenced by Lender for the foreclosure of the Mortgage or the sale of the Premises. Tenant shall not be named as a party therein unless such joinder shall be required by law and Tenant shall not thereby be subjected or exposed to any liability, cost or expose, and such joinder shall not result in the termination of the Lease or disturb Tenant's possession or use and enjoyment of the premises demised thereunder, and the foreclosure or said in any such action or proceeding shall be made subject to all rights of Tenant under the Lease. Compliance by Landlord with any of the terms or provisions of the Lease shall not constitute a breach of or a default under or with respect to the Mortgage or any obligation secured thereby.
- 3. ATTORNMENT. In the event that title to the Premises or any other interest therein, which includes the right to receive payment of rent or to enforce the performance of other obligations under the Lease, is transferred as a result of any trustee's sale, judicial foreclosure, deed in lieu of foreclosure or other proceedings pursuant to the Mortgage, Tenant will attorn to the purchaser or transferee who acquires such title or other interest ("Successor Landlord") and will recognize such Successor Landlord as landlord under and subject to the terms and conditions of the Lease. Tenant

hereby waives the provisions of any statute or rule of law now or hereafter in effect that might give it any right or election to terminate the Lease by reason of any such foreclosure proceeding.

- 4. PERFORMANCE BY TENANT. Landlord hereby agrees that in the event that Tenant receives any notice from Lender or any Successor Landlord to pay rent or other sums or render any other performance under the Lease to such Agent or Successor Landlord, Tenant may render performance in accordance with such notice without any duty of inquiry and despite any knowledge or notice to the contrary with the same force and effect as if such payment or performance were rendered to Landlord.
- 5. SUCCESSOR LANDLORD LIABILITY. Tenant shall have the same rights and remedies for a breach of the Lease against any Successor Landlord, including Lender in the event that Agent shall succeed to the interest of Landlord under the Lease, that Tenant might have had under the Lease against Landlord; provided, however, that if neither Agent nor any Successor Landlord is an entity that controls, is controlled by, or is under common control with Landlord, then Agent or any Successor Landlord shall not:
  - (a) be liable for any act or omission of any prior landlord (including the Landlord) under the Lease, except for such acts or omissions of any prior Landlord for which Tenant has notified Agent and given Agent an opportunity to cure as such notice and cure is provided for in this Agreement; or
  - (b) be subject to any offsets, abatements and/or defenses that Tenant might have against any prior landlord (including the Landlord), except for offsets, abatements and/or defenses arising under the Lase for which Tenant has notified Agent and given Agent an opportunity to cure 2, provided in this Agreement; or
  - (c) be bound by any rent that Tenant migh have paid for more than one month in advance or any other payment made in excess of the amounts provided in the Lease to any prior landlord (including the Landlord), except if such payments were required under the Lease; or
  - (d) be bound by any material amendment to the Lease affecting term or rent made without Agent's prior written consent; provided, however, the in the event Agent fails to disapprove in writing any proposed amendment within 'wenty (20) days after receipt thereof, then Agent shall be deemed to have consented o any such amendment.

Provided, however, that nothing herein shall excuse Agent or any Successor Landlord from liability or responsibility for, or limit any right or remedy of Tenant with respect to, any breach or default that either becomes known to Tenant or continues from and after the date when Agent or such Successor Landlord obtains title to or takes possession or control of the Premises.

6. NOTICE OF LEASE TERMINATION. Before exercising any remedy to terminate the Lease due to a Landlord default under the Lease, Tenant shall give Agent notice of such default by Landlord. Agent shall have the same period of time provided

Landlord under the Lease within which to cure such default. The Agent's cure period shall commence to run upon receipt of Tenant's notice, and may run simultaneously with the Landlord's cure period.

- 7. SUCCESSORS AND ASSIGNS. The terms "Agent", "Successor Landlord" and "Landlord" shall include such parties and any successors or assigns, including any successors in title to the Premises. The term "Tenant" shall include any permitted assignee or sublessee.
- 8. GOVERNING LAW. This Agreement shall be deemed to be a contract entered into pursuant to the laws of the state where the Premises are located and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of such state.
- 9. MISCELLANEOUS. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by all of the parties hereto. If any term, coverant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect or regard whatsoever, this Agreement shall be construed without such provision. This Agreement may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterpart shall be deemed an original instrument and all of which together shall constitute a single Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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## **UNOFFICIAL COPY**

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

AGENT:

CITIZENS BANK, NATIONAL ASSOCIATION

Bv:

Name: Donald W. Woods Title: Senior Vice President

STATE OF Ohio

SS.

COUNTY OF Chychox

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Donald W. Woods, the Senior Vice President of Citizens Bank, National Association, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of December, 2019.

STATE OF OHIO Recorded in Cuyahoga County

My Commission Expires:

## **TENANT:**

Ulta Salon, Cosmetics & Fragrance, Inc., a Delaware corporation

Witnesses:

Hallen Methodh Ashlu gywell By: W David G. Krueger Senior Vice President, Growth and Development

STATE OF ILLINOIS )
) ss.
COUNTY OF WILL )

On this \_\_\_\_\_\_ day of October 2019, before me, the undersigned officer, personally appeared David G. Krueger who acrowledged himself to be the Senior Vice President Growth and Development of Ulta Salon, Cosmetics & Fragrance, Inc., a Delaware corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing such instrument in such capacity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

[NOTARY SEAL]

OFFICIAL SEAL
JANE GROVES SMITH
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/20/21

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# **UNOFFICIAL COPY**

## 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

Name: Peter A. Foran

Title: Authorized Signatory

STATE OF DI Pary ) ss.

On this A day of Mee 2019, before rue, the undersigned officer, personally appeared Peter A. Foran, who acknowledged himself to be the Authorized Signatory of IRC Retail Centers LLC, a Delaware limited liability company, the manager IRC Pulaski Promenade, L.L.C., a Delaware limited liability company, the manager of Pulaski Promenade, LLC, a Delaware limited liability company, and that he, as such Authorized Signatory being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing such instrument in such capacity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

6-22-2033

Jotary Public

Notary Public, State of Illinois My Commission Expires June 22, 2023

> Chicago, IL Ulta Store #1287

## **EXHIBIT A**

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### LEGAL DESCRIPTION OF LAND

### 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 ILLINGIS AND MICHIGAN CANAL RESERVE, OF SECTION 3. TOTMISHIP 38 NORTH, RANGE 13, EAST OF THE PHIRD PRINCIPAL MERIDIAN, DESCRIBED AS AND MICHIGAN CANAL RESERVE.

BEC. 129: ING AT THE NORTHWEST CORNER OF LOT 4: THERCE NORTH 89 DEGREES 47 MINUTES 49 SECON OS EAST ALONG THE RURTH LINE OF SAID LOT. 36.00 FEET; THERCE SOUTH OO DEGREES CO MINUTES 14 SECONDS EAST, ALONG THE EAST LINE OF THE MEST 35.00 FEET OF SAID LOT. 129.43 FEET THERCE SOUTH 75 DEGREES 12 MINUTES 16 SECONDS EAST, 67.27 FEET 10 A POINT ON THE JOINT LINE OF LOT 4. SAID POINT BEING 100.00 FEET EAST OF THE SOUTHWEST CORNER SERENCE; THERCE SOUTH 00 DEGREES 03 MINUTES 12 SECONDS EAST, ALONG THE EAST LINE O. THE MEST 100.00 FEET OF THE AFORESAID LOT 5. A DISTANCE OF 160.18 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT: THENCE SOUTH 89 DEGREES 47 MINUTES 48 SECONDS WEST ALONG SAID SOUTH LINE, 100.00 FEET TO THE SOUTHWEST CORNER OF LUT 5. THENCE MORTH 00 DEGREES 03 MINUTES 12 SECONDS WEST ALONG THE WEST LINE OF SAID LOT. A DISTANCE OF 150.16 FEET TO THE MORTHWEST CORNER THEREOF: THEREOE MORTH 00 DE GREES 08 MINUTES 12 SECONDS THE TEST LINE OF SAID LOT. A DISTANCE OF 150.16 FEET TO THE MORTHWEST CORNER THEREOF: THEREOE MORTH 00 DE GREES 08 MINUTES 14 SECONDS WEST. ALONG THE WEST LINE OF SAID LOT. 4. A DISTANCE OF 140.34 SELI TO THE HEREINABUVE DESCRIBED POINT OF BEGINNING. IN COOK COUNTY, ILLINO 13.

### PARCEL 2:

LOTS 2 AND 3 IN JENNI'S RESUBDIVISION OF FART )F LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COURSISSIONERS IN PARTITION LETHAT 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, "A COOK COUNTY, ILLINOIS.

### PARCEL 3:

FILAT PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COME COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4, LYING SOUTH OF PLENOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3. TORMSHIP 3D NORTH, RANGE 13. EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON SEPTEMBER S. 1803 IN 1800 68 OF PLATS, PAGE 32, AS DOCUMENT NUMBER 1925471, BOUNDED AND DESCRIBED AS FOLLOW:

BEGINNING AT A POINT IN WEST LINE OF SOUTH PULASKI ROAD (FORMERLY SOUTH CRESTORD AVERUE), SAID POINT BEING 723.00 FEET MORTH OF THE NORTH LINE OF DISTRICT BULEVARD MEASURED ALONG SAID WEST LINE OF SOUTH PULASKI ROAD: THENCE SOUTHERLY ALONG SAID WEST LINE OF SOUTH PILASKI ROAD TO ITS INTERSECTION WITH THE MORTH LINE OF SAID 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 PARALLEL WITH AND B3B.OD FEET MORTH OF SAID MORTH LINE OF DISTRICT GODLEVARD: THENCE EASTERLY ALONG SAID LAST DESCRIBED PARALLEL LINE A DISTANCE OF 281.78 FEET TO A POINT: THENCE BORTHERLY ALONG A LINE PARALLEL STIN SAID WEST LINE OF SOUTH PULASKI ROAD A DISTANCE OF 84.00 FEET: THENCE EASTERLY ALONG A LINE 723.0D FEET NORTH OF AND PARALLEL, WITH THE MORTH FINE OF SAID DISTRICT BOULEVARD TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINGIS.

EXCEPTING FROM THE ABOVE DESCRIBED PARCELS 1, 2 AND 3 THE FOLLIWING

### PARCEL A:

THAT PART OF LOT 'B" IN THE SURDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PAGNITION OF THAT PART OF THE MORTHEAST 1/4, LYING SOUTH OF ILLINOIS AND MICHIGAN CARM RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRIBER PAL MERIDIAN, ACCORDING TO THE PLAT THERLOF RECORDED IN THE OFFICE OF THE RECURTER OF COOK COUNTY, ILLINOIS ON SEPTEMBER 8, 1803 IN BUCK 59 OF PLATS, PAGE 32, AS CUPUMINT MUMBER 1825471, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCIAG 'IT A POINT 723,00 FEET (AS BEASURED ALONG THE WIST LINE OF SOUTH PHILASKI ROAD (FORULLL' SOUTH CRAWFORD AVENUE)) MORTH OF THE MURTH LINE OF DISTRICT BULLEVARU, SAIP AND HELING ALSO THE SOUTHEAST CORNER OF SAID LOT 5 IN JENNI'S RESURDIVISION OF PART OF LOT D' AFORESAID; THERE SOUTH DE AND PARALLEL WITH THE HORTH LINE OF DISTRICT BULLEVADD, SAID LINE BEING ALSO THE SOUTH LINE OF LOT 5 AFORESAID; ALONG ALONG ALONG AND PARALLEL WITH THE HORTH LINE OF DISTRICT BULLEVADD, SAID LINE BEING ALSO THE SOUTH LINE OF LOT 5 AFORESAID; THENCE SOUTH DEGREE OF MINUTES 19 SECONDS WEST, ALONG THE BEING 24, 22 FEET (AS MEASURED ALONG SAID SOUTH LINE OF LOT 5) EAST OF THE SOUTHMEST CORNER OF LOT 5 AFORESAID; THENCE SOUTH O DEGREE OF MINUTES 19 SECONDS WEST, ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 24, 22 FEET OF LCT 5 AFORESAID, TYZ, 50 FEET; THENCE MORTH 8D DEGREES 56 RINUTES 11 SECONDS CAST, ALONG THE DRAW 550, 50 FEET MORTH OF AND PARALLEL WITH THE MORTH LINE OF DISTRICT BOULEVADA, 244,08 FEET TO A POINT OF THE WEST LINE OF DISTRICT BOULEVADA, 244,08 FEET TO A POINT OF BEGINNING. IN COOK COUNTY, ILLINOIS.

### PARCEL 8:

THAT PART OF LOTS 4 AND 5 IN JENNI'S RESUBDIVISION OF PART OF LOT '8" IN THE SUBDIVISION BY THE CIRCLIT COURT COMMISSIONERS IN PORT TION OF THAT PART OF THE CORNIEST 1/4, LYING SOUTH OF ILLINOIS AMI MICHIGAN CANCE RESERVE, OF SECTION 3, TORNSHIP 30 NORTH, RANGE 13, FAST OF THE THIRD PRINCIPAL MEDIDIAN, DESCRIPTO AS FILLINGS.

COMMINCING AT THE SOUTHEAST CORNER OF SAID LOT 5, SAID POINT ACTOR ALSO A POINT 723.00 FEET (AS MEASURED ALONG THE WEST LINE OF SOUTH PULASKI ROPE FORMERLY SOUTH CHAMFORD AVENUE)) NORTH OF THE HORTH LINE OF DISTRICT BOULEVARD: THE FORMERLY SOUTH UP DEGREES 56 MINISTES 12 SECONDS WEST. ALONG THE SOUTH LINE OF LOT 5. GETT ALSO A LINE DRAWN 723.00 FEET NORTH OF AND PARALLER, WITH THE MORTH LINE OF DISTRICT BOULEVARD. 168.14 FEET 10 THE POINT OF INTERSECTION WITH THE LAST LINE OF THE WEST

100.00 FEET OF LOT 6 AFORESAID, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL: THENCE CONTINUING SOUTH B9 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG SAID SOUTH LINE, 75.78 FEET TO A POINT, SAID POINT BEING 74.22 FEET (AS MEASURED ALONG SAID SOUTH LINE, 75.78 FEET TO A POINT, SAID POINT BEING 74.22 FEET (AS MEASURED ALONG SAID SOUTH LINE) FAST OF THE SOUTHNEST CORNER THERCOF; THENCE NORTH D DEGREE OB MINUTES 19 SECONDS FAST, ALONG THE FAST LINE DESCRIBED THE FAST LINE OF LOT 4 AFORESAID; THENCE MORTH O DEGREE OF 160.16 FLET 10 A POINT ON THE SOUTH 69 DEGREES 59 MINUTES 52 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.78 FEET TO THE POINT OF THEMESCION WITH THE EAST LINE OF THE WEST 35.00 FEET OF LOT 4 AFORESAID; THENCE SOUTH 75 DEGREES OB MINUTES 52 SECONDS EAST, 01.27 FFET TO A POINT ON THE SOUTH LINE OF LOT 4 AFORESAID. SAID POINT ON THE SOUTH 50 DEGREES OB MINUTES 52 SECONDS EAST, 01.27 FFET TO A POINT ON THE SOUTH LINE OF LOT 4 AFORESAID. SAID POINT 0100.00 FFET FAST OF THE SOUTHWEST CORNER THEREOF; THEMEC SOUTH 0 OFGREE 03 MINUTES 19 SECONDS WEST. ALONG THE EAST LINE OF THE WEST 100.16 FEET TO THE MERE WARDLY CORNER THEREOF; THEMEC SOUTH 0 OFGREE 03 MINUTES 19 SECONDS WEST. ALONG THE EAST LINE OF THE WEST 100.16 FEET TO THE MERE WARDLY CORNER THEREOF; THEMEC SOUTH 0 OFGREE 03 MINUTES 19 SECONDS WEST.

### PARCEL A

THAT PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT CUMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4, LYING SOUTH OF ILLINOIS AND MICHIGAN CAMAL RESERVE. OF SECTION 3. HORNSHIP 3H ROWTH, HANBE 13, EAST OF THE THIRD PRINCIPAL MERLINAY. ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON SEPTEMBER 5. 1893 IN BOOK 50 OF PLATS, PAGE 32. AS BOCUMENT HAMFEP 1025471, BOUNDED AND DESCRIBED AS FOLLOWS: COMMERCING AT A PAYNT 723.00 FEET (AS MEASURED ALONG THE WEST LINE OF SOUTH PULASKI ROAD (FORMERLY SOUTH CRAMPER AVENUE)) NORTH OF THE NORTH LINE OF DISTRICT BOUREVARD, SAID POINT BEYNE ALSO THE SOUTHEAST CORNER OF SAID LOT 5 IN JENNI'S RESUBDIVISION OF PART OF LOT "S AFORESAID: THENCE SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG A LINE DRIVEN 723.00 FEET HORTH OF AND PARALLEL WITH THE MORTH LINE OF DISTRICT BOULEVARD. SAID POINT SFING 24.22 FEET (AS AMEASURED ALONG SAID SOUTH LINE OF LOT 5 FERT TO A POINT, SAID POINT SFING 24.22 FEET (AS AMEASURED ALONG SAID SOUTH LINE OF LOT 5) FAST OF THE SOUTHMES COMMERCE OF LOT 5 AFORESAID: THENCE SOUTH 0 DEGREE 03 MINUTES 19 SECONDS WEST, ALONG A LINE DRAWN 550 SO FEET HORTH OF AND PARALLEL WITH THE HORTH LINE OF OISTRICT BOULEVARD, 244.00 FEET OF HORTH OF AND PARALLEL WITH THE HORTH LINE OF OISTRICT BOULEVARD, 244.00 FEET OF A POINT OF REGIMNING, LINE OF SOUTH PULASKI ROAD AFORESAID: THENCE NORTH 0 DIGREE OB MINUTES OR SECONDS EAST, ALONG SAID WEST LINE, 172.50 FEET TO THE HEREINABOVE DESIGNATED POINT OF REGIMNING, IN COOK COUNTY, ILLINOIS,

### PARCEL 51

THAT PART OF LOTS 4 AND 5 IN JENNI'S RESURDIVISION OF PART OF LOT 'B' IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF DIAT PART OF THE NORTHEAST 1/4, LYING SOUTH OF THE HOLD AND MICHOGAN CANAL RESERVE. OF SECTION 3, TOWNSHIP 30 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 (FORVERLY SOUTH CRAMFORD AVENUE)) NORTH OF THE MORTH LINE OF DISTRICT BOULEVARD; THENCE SOUTH BO DEGREES 56 MINUTES 11 SECONDS WEST, ALONG THE SOUTH LINE OF LOT S. 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 DESI 100.00 FEEL OF LOT 5 AFORESAID, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL: THENCE CONTINUING SOUTH 69 DEGREES 58 MINUTES 11 SECONDS WEST, ALONG SAID SOUTH LINE, 76.78 FEET TO A POINT, SAID POINT 6EING 24.22 FEET (AS REASURED ALONG SAID SOUTH LINE) LAST OF THE SOUTHWEST CORNER THEREOF; THENCE WORTH O DEGREE OS MINUTES IS SECONDS EAST, ALONG THE FAST 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 APUNESAID; THENCE NORTH D DEGREE OF MINUTES OF SECONDS FAST, ALONG THE EAST LINE OF THE WEST 24.22 FLET OF LOT 4 AFORESAID, 17.42 FEET; THENCE SOUTH B9 DEGREES 59 MINUTES 52 SECONDS FAST, PERPENDICULAR TO THE LAST DESCRIBED LIAE, 10.16 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE DEST 35.00 FEET OF 1.07 4 (AS),
SECTION,
SOUTH 75 DEL.
1 LINE OF THE HIST TODOOD?
MARTIN POINT OF REGIONING.,

4044-4200 South Phlas.

9-03-201-004, 9-03-201-047, 19
19-03-201-004, 9-03-201-053 AFORESA D; THENCE SOUTH 75 DEGREES 03 MINUTES 52 SECONDS EAST, 67.27 FEET 10 A POINT ON THE SOUTH LINE OF LOT 4 AFORESAID, SAID POINT HEING 100.00 FEET EAST OF THE SOUTHERS' CORNER THEREOF; THENCE SOUTH O DEGREE OF MINUTES TO SECONDS WEST, ALONG THE EAST THE OF THE WEST 100.00 FEET OF LOT'S AFORESAID, 150.18 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN CODE COUNTY, ILLINOIS.

Address: 4044-0,00 South Pulas be Road, Chicago, Ic 60632

PINS: 19-03-201-0017, A-03-201-047, 19-03-201-049,