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RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

O COR

Riemer & Braunstein LLP 100 Cambridge Street, 22nd Floor Boston, Massachusetts 02114 Attn: Kevin J. Lyons, Esq.



Doc# 2001645095 Fee \$88.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00
EDWARD M. MOODY
COOK COUNTY RECORDER OF DEEDS
DATE: 01/16/2020 02:01 PM PG: 1 OF 1;

SUBORDINATION, NON-DISTUPPANCE AND ATTORNMENT AGREEMENT

by

Grand Golf LLC, an Illinois limited liability company (Tenant)

and

CITIZENS BANK, NATIONAL ASSOCIATION, a national banking association (Agent) 4

Dated as of:

, 2019

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made as of the 2 day of 0070mBc1,0019 by and between CITIZENS BANK, NATIONAL ASSOCIATION, a national banking association, having an address at 1215 Superior Avenue, Cleveland, Ohio 44114, as administrative agent ("Agent") for itself and certain co-lenders which are or may become parties to the Loan Agreement (as defined below) (each a "Lender" and, collectively, the "Lenders"), and Grand Golf LLC, an Illinois limited liability company, having an address of 580 N. Bank Lane, Suite 33, Lake Forest, Illinois 60045 ("Tenant").

RECITALS:

- A. The Lenders have made or intend to make a loan to INP Holdings I, LLC and INP Holdings II, LLC, each a Delaware limited liability company (individually and collectively, jointly and severally, "Borrower") in the maximum principal amount of \$250,000,000.00 (the "Loan") pursuant to a certain [Credit Agreement] dated as of [December 20], 2019 by and among Borrower, Agent, the Lenders and certain other affiliates of Borrower. The Loan is evidenced by one or more promissory notes given by Borrower to the Lenders (individually and collectively, the "Note") and is guaranteed by that certain Guaranty entered into by IRC Read! Centers LLC, a Delaware limited liability company ("Guarantor"), manager of IRC Four Fiaggs, L.L.C., a Delaware limited liability company ("Landlord") and certain other affiliates of Guarantor in favor of Agent and the Lenders dated as of the date of the Loan Agreement (as the same may be amended, restated, renewed, replaced or otherwise modified, the "Guaranty";
- B. The Guaranty is secured by a certain Mortgage/Deed of Trust/Deed to Secure Debt dated as of [Necember 20], 2019, given by Landlord to Agent for the benefit of the Lenders (the "Mortgage"), which Mortgage encumbers the fee estate of Landlord in certain premises described in Exhibit A attached hereto (the "Property");
- C. Tenant occupies a portion of the Property under and pursuant to the provisions of a certain Lease dated as of April 24, 1973, between Landlord, as landlord, and Tenant, as tenant (as amended, modified, supplemented or restated from time to time, collectively, the "Lease"); and
- D. Tenant has agreed to subordinate the Lease to the Mortgage and to the lien thereof and Agent has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

AGREEMENT:

For good and valuable consideration, Tenant and Agent agree as follows:

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- 1. <u>Subordination</u>. Tenant agrees that the Lease and all of the terms, covenants and provisions thereof and all rights, remedies and options of Tenant thereunder are and shall at all times continue to be subject and subordinate in all respects to the Mortgage and to the lien thereof and all terms, covenants and conditions set forth in the Mortgage including without limitation all renewals, increases, modifications, spreaders, consolidations, replacements and extensions thereof and to all sums secured thereby with the same force and effect as if the Mortgage had been executed, delivered and recorded prior to the execution and delivery of the Lease.
- 2. Non-Disturbance. Agent agrees that if any action or proceeding is commenced by Agent for the foreclosure of the Mortgage or the sale of the Property, Tenant shall not be named as a party therein unless such joinder shall be required by law, provided, however, such joinder shall not result in the termination of the Lease or disturb the Tenant's possession or use of the premises demised thereunder, and the sale of the Property in any such action or proceeding and the exercise by Agent of any of its other rights under the Guaranty and the Mortgage shall be made subject to all rights of Tenant under the Lease, provided that at the time of the commencement of any such action or proceeding or at the time of any such sale or exercise of any such other rights (a) the term of the Lease shall have commenced pursuant to the provisions thereof, (b) Tenant shall te in possession of the premises demised under the Lease, (c) the Lease shall be in full force and offect, and (d) Tenant shall not be in default under any of the terms, covenants or conditions or the Lease or of this Agreement on Tenant's part to be observed or performed beyond the expiration of any applicable notice, cure or grace periods.
- Attornment. Agent and Tenant agree that upon the conveyance of the Property by reason of the foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or otherwise, the Lease shall not be terminated or affected thereby (at the option of the transferee of the Property (the "Transferee") if the conditions set forth in Section 2 above have not been met at the time of such transfer) but shall continue in full force and effect as a direct lease between the Transferee and Tenant upon all of the terms, covenants and conditions set forth in the Lease and in that event, Tenant agrees to attorn to the Transferee and the Transferee shall accept such attornment; provided, however, that the provisions of the Mortgage shall govern with respect to the disposition of any casualty insurance proceeds or condemnation awards and the Transferee shall not be (a) obligated to complete any construction work required to be done by Landlord pursuant to the provisions of the Lease or to reimburse renant for any construction work done by Tenant, (b) liable (i) for Landlord's failure to perform any of its obligations under the Lease which have accrued prior to the date on which the Trais Gree shall become the owner of the Property, or (ii) for any act or omission of Landlord, whether prior to or after such foreclosure or sale, (c) required to make any repairs to the Property or to the premises demised under the Lease required as a result of fire, or other casualty or by reason of condemnation unless the Transferee shall be obligated under the Lease to make such repairs and shall have received sufficient casualty insurance proceeds or condemnation awards to finance the completion of such repairs, (d) required to make any capital improvements to the Property or to the premises demised under the Lease which Landlord may have agreed to make, but had not completed, or to perform or provide any services not related to possession or quiet enjoyment of the premises demised under the Lease, (e) subject to any offsets, defenses, abatements or counterclaims which shall have accrued to Tenant against Landlord prior to the date upon which the Transferee shall become the owner of the Property, (f) liable for the return of rental security

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deposits, if any, paid by Tenant to Landlord in accordance with the Lease unless such sums are actually received by the Transferee, (g) bound by any payment of rents, additional rents or other sums which Tenant may have paid more than one (1) month in advance to any prior Landlord unless (i) such sums are actually received by the Transferee or (ii) such prepayment shall have been expressly approved of by the Transferee, (h) bound to make any payment to Tenant which was required under the Lease, or otherwise, to be made prior to the time the Transferee succeeded to Landlord's interest, (i) bound by any agreement amending, modifying or terminating the Lease made without the Transferee's prior written consent prior to the time the Transferee succeeded to Landlord's interest or (j) bound by any assignment of the Lease or sublease of the Property, or any portion thereof, made prior to the time the Transferee succeeded to Landlord's interest other than if pursuant to the provisions of the Lease.

- Notice to Tenant. After notice is given to Tenant by Agent that the Landlord or Borrower is in default under any of the Loan Documents beyond any applicable notice and cure periods and that the rentals under the Lease should be paid to Agent pursuant to the terms of the assignment of leases and rents executed and delivered by Landlord to Agent in connection therewith, Tenant shall thereafter pay to Agent or as directed by the Agent, all rentals and all other monies due or to become due to Landlord under the Lease and Landlord (by its execution below) hereby express'y authorizes Tenant to make such payments to Agent and hereby releases and discharges Tenant from any liability to Landlord on account of any such payments.
- 5. Agent's Consent. Tenan' shall not, without obtaining the prior written consent of Agent, which shall not be unreasonably withheld, conditioned or delayed, (a) enter into any agreement amending, modifying or terminating the Lease, (b) prepay any of the rents, additional rents or other sums due under the Lease for more than one (1) month in advance of the due dates thereof, (c) voluntarily surrender the premises demised under the Lease or terminate the Lease without cause or shorten the term thereof, or (d) assign the Lease or sublet the premises demised under the Lease or any part thereof other than pursuant to the provisions of the Lease; and any such amendment, modification, termination, prepagarent, voluntary surrender, assignment or subletting, without Agent's prior consent, shall not be binding upon Agent.
- 6. Agent to Receive Notices. Tenant shall provide Agent vith copies of all written notices sent to Landlord pursuant to the Lease simultaneously with the Lansmission of such notices to the Landlord. Tenant shall notify Agent of any default by Landlord under the Lease which would entitle Tenant to cancel the Lease or to an abatement of the rents, edditional rents or other sums payable thereunder, and agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation thereof or of such an abatement shall be effective unless Agent shall have received notice of default giving rise to such cancellation or abatement and shall have failed within sixty (60) days after receipt of such notice to cure such default or such longer cure period as may be provided to the Landlord under the Lease (the "Initial Cure Period"), or if such default cannot reasonably be cured within the Initial Cure Period, such longer period and diligently prosecutes the same until completion.
- 7. <u>Notices</u>. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person (ii) one (1) Business

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Day (hereinafter defined) after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been 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 as follows:

If to Tenant:

Grand Golf LLC

c/o Fresh Farms International Market, L.L.C.

580 N. Bank Lane, Suite 33 Lake Forest, Illinois 60045

If to Agent:

Citizens Bank, National Association

1215 Superior Avenue

Suite 1550

Cleveland, OH 44114

Attention: Donald W. Woods

and to:

Riemer & Braunstein LLP

100 Cambridge Street, 22nd Floor Boston Massachusetts 02114 Attention Flevin J. Lyons, Esq.

or addressed as such party may from time to time designate by written notice to the other parties. For purposes of this Section, the term "Business De y" shall mean a day on which commercial banks are not authorized or required by law to close in New York, New York

Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

- 8. <u>Joint and Several Liability</u>. If Tenant consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several. This Agreement shall be binding upon and inure to the benefit of Agent, Lenders and Tenant and their respective successors and assigns.
- 9. <u>Definitions</u>. The term "Agent" as used herein shall include the successors and assigns of Agent and any person, party or entity which shall become the owner of the Property by reason of a foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or otherwise. The term "Lender" as used herein shall include the successors and assigns of each Lender. The term "Landlord" as used herein shall mean and include the present landlord under the Lease and such landlord's predecessors and successors in interest under the Lease, but shall not mean or include Agent or any Lender. The term "Property" as used herein shall mean the Property, the improvements now or hereafter located thereon and the estates therein encumbered by the Mortgage.
- 10. <u>No Oral Modifications</u>. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

- 11. <u>Governing Law</u>. This Agreement shall be deemed to be a contract entered into pursuant to the laws of the State where the Property is located and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State where the Property is located.
- 12. <u>Inapplicable Provisions</u>. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.
- 13. <u>Duplicate Originals; 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 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.
- 14. <u>Number and Gender</u>. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.
- Agent or any Lender, do, execute, acknowledge and deliver all and every such further acts and assurances as Agent shall, from time to time, require, for the better assuring and confirming unto Agent the property and rights hereby intended now or hereafter so to be, or for carrying out the intention or facilitating the performance of the terms of this Agreement or for filing, registering or recording this Agreement, or for complying with all applicable laws.
- Limitations on Agent's and Lender's Liability. Tenant acknowledges that 16. Agent and the Lenders are obligated only to Landlord to make the Loan upon the terms and subject to the conditions set forth in the Loan Agreement, the Note, the Guaranty and the Mortgage and the other documents executed in connection thereunder (collectively, the "Loan Documents"). In no event shall Agent, any Lender or any purchaser of the Property at foreclosure sale or any grantee of the Property named in a deed-in-lieu of foreclosure, nor any heir, legal representative, successor, or assignee of Agent, any Lender or any such purchaser or grantee (collectively, Agent, the Lenders, such purchaser, grantee, heir, legal representative, successor or assignee, the "Subsequent Landlord") have any personal liability for the obligations of Landlord under the Lease and should the Subsequent Landlord succeed to the interests of the Landlord under the Lease, Tenant shall look only to the estate and property of any such Subsequent Landlord in the Property for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money in the event of any default by any Subsequent Landlord as landlord under the Lease, and no other property or assets of any Subsequent Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to the Lease; provided, however, that the Tenant may exercise any other right or remedy provided thereby or by law in the event of any failure by Subsequent Landlord to perform any such material obligation.

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17. Indemnity. The Tenant hereby indemnifies Agent, Lenders and the Subsequent Landlord and agrees to hold Agent, Lenders and the Subsequent Landlord harmless from and against all loss, liability, damage, cost and expense, including, without limitation, attorneys' fees and expenses and any fines or penalties imposed on Agent, Lenders and/or the Subsequent Landlord, suffered or incurred by Agent, Lenders and the Subsequent Landlord in the event Tenant's use of the Property or the use and operation of its equipment or any other property of Tenant is claimed to be environmentally hazardous or a hazard to the health or safety of others or their property or is claimed to be in violation of any federal, state or local statute, rule or regulation relating to environmental hazards or the health or safety of others or their property.

[Signature Pages Follow]

COCK COUNTY CORDER OF DEF COOK COUNTY
RECORDER OF DEEDS

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

AGENT:

CITIZENS BANK, NATIONAL ASSOCIATION

Name: Donald W. Woods
Title: Senior Vice President

STATE OF ON. 5) SS COUNTY OF Cuthoch)

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.

My Commission Expires:

Recorded in Cuyahoga County

My Comm. Exp. 814

NOTARY PUBLIC STATE OF OHIO

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| | TENANT: NC |
|---|--|
| | Grand Golf LLC, |
| | an Illinois limited liability company |
| | By: Name: Title: |
| STATE OF <u>Illinois</u>) COUNTY OF <u>Cook</u>) | |
| COUNTY OF COOK | |
| The undersigned, a Notary Public in HEREBY CERTIFY that | and for the said County, in the State aforesaid, DC |
| | a, who is personally |
| appeared before me this day in person and a | e name is subscribed to the foregoing instrument is knowledged that he signed and delivered the said and 2s the free and voluntary act of said company |
| GIVEN under my hand and notarial se | eal this, 2019. |
| | C/H, |
| | Notary Public |
| | My Commission Expires: |
| | |
| | |

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| INDIVIDUAL ACKNOWLEDGMENT | ^EV&^E^E\E\E\E\E\E\E\E\E\E\E\E\E\E\E\E\E\E\ |
|---|---|
| State/Commonwealth of Tlinois County of Cook | |
| On this the $\frac{4}{}$ day of $\frac{\text{Decem}}{}$ | Name(s) of Signer(s) Nefore me, Year Year Notary Public, Name(s) of Signer(s) |
| | Proved to me on the basis of satisfactory evidence |
| 04 | to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to the that he/she/they executed the same for the purposes therein stated. WICNESS my hand and official seal. |
| MARY JO NELSON | Signature of Notary Public |
| Official Seal Notary Public – State of Illinois My Commission Expires Nov 13, 2021 | EXP 11-17-2021 |
| Place Notary Seal/Stamp Above | Any Other Required Information (Printed Name of Notary, Expiration Date, etc.) |
| OF | PTIONAL |
| This section is required for notarizations performed information can deter alteration of the document or frau | In Arizona but is optional in other states. Completing this idulent reattachment of this form to an unintended document. |
| Description of Attached Document | |
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| Document Date: | Number of Pages: |
| Signer(s) Other Than Named Above: | |
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The undersigned accepts and agrees to the provisions of Section 4 hereof:

<u>LANDLORD</u>:

IRC Four Flaggs, L.L.C.,

a Delaware limited liability company

By:

IRC Retail Centers LLC,

a Delaware limited liability company,

its manager

Name: Peter A. Foran

Title: Authorized Signatory

STATE OF ____

COUNTY OF Bulas

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Peter A. Foran, the Authorized Signatory of IRC Retail Centers LLC, a Delaware limited liability company, the manager of IKC Four Flaggs, L.L.C., a Delaware limited liability company, who is personally known to me to be in 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this

My Commission Expires:

JILL C. VERBEKE Notary Public, State of Illinois My Commission Expires June 22, 2023

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EXHIBIT A

LEGAL DESCRIPTION

COUK COUNTY
RECORDER OF DEEDS
OOK COUNTY
DER OF

COOK COUNTY
RECORDER OF DEEDS

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LEGAL DESCRIPTION:

Parcel 1 (fee interest):

That part of the North 1/2 of Section 14, Township 41 North, Range 12 East of the Third Principal Meridian, and that part of Blocks 3 and 4 of Superior Court Commissioners Division of part of the West 1/2 of the Northeast 1/4 and part of the Northeast 1/4 of the Northwest 1/4 of said Section 14 bounded by a line described as follows:

commencing at the intersection of the South line of the Northeast 1/4 of said Section 14 with the center line of Milwaukee Avenue; thence Northwesterly along the center line of said road, 1.047.94 feet thence Northeasterly along a line drawn at right angles to said center line 55.22 feet to the North asterly line of Milwaukee Avenue as said line is described in that cause entitled State of Illinois against Metropolitan Insurance Company - Condemnation - 60 'S' 9982 to the point of beginning; the ce continuing Northeasterly along said line drawn at right angles to the center line of Milwaukee Avenue, 495.37 feet to a point on a line described as beginning at a point in the Northwesterry line of the Resubdivision of Golf Mill Subdivision, being a subdivision of part of the East 1/2 of said Section 14, said point being in a straight line drawn Northwesterly from a point which is 33.16 feet East, as measured on the South line of the Southwest corner of the East 1/2 of the Northeast 1/4 of said Section and 263.47 feet North, as measured on the West line of the Southwest corner of the East 1/2 of the Northeast 1/4 of said Section 14 (said point being 550.0 feet. Nor neasterly measured at right angles, of the center line of Milwaukee Avenue) to a point in the South line of Block 3 in Superior Court Commissioners Division, as aforesaid, which is 312.09 feet East or the Southwest corner of said Block 3 and 550.0 feet Northeasterly, measured at right angles, or the center line of Milwaukee Avenue as shown on the recorded plat of said Superior Court Commissioners Division, being also the Southwesterly line of Callero and Catino's Golf View Gardens, being a subdivision in the Northeast 1/4 of said Section 14 and said line extended Northy esterly; thence Northwesterly along the last described line and said line extended, 1,068.53 feet to an intersection with a line 512.60 feet South, as measured along the West line of Block 3 of Superior Court Commissioners Division and parallel with the North line of said Section 14; thence Wes along said parallel line 149.23 feet to a point on the East line of Lot 1 of Fritz's Resubdivision of Lots 1 to 4 inclusive, in Fritz's Subdivision, a subdivision in the Northwest 1/4 and in the Northeast 1/4 of 3aid Section 14; thence South along the East line of said Lot 1, 35.62 feet to the Southeast corper thereof; thence West along the South line of said Fritz's Resubdivision, being also a line 1000 feet North, measured at right angles, and parallel with the North line of Block 4 in said Superior Coart Commissioners Division, a distance of 137.72 feet to a point on said line, 306.52 feet East of the angle point, 30.71 feet Northeasterly of the Northeasterly line of Milwaukee Avenue in the south line of said Fritz' Resubdivision; thence South parallel with the West line of Block 3, 181.14 feet to a point on a line 81.0 feet South, measured at right angles, and parallel with the North line of Block 4 of Superior Court Commissioners Division as aforesaid; thence West along the last described line 211.26 feet to an intersection with the Northeasterly line of Milwaukee Avenue, said Northeasterly line being a line 33.0 feet Northeasterly, measured at right angles, and parallel with the center line of said road as shown on the plat of said Superior Court Commissioners Division; thence Southeasterly along said Northeasterly line of Milwaukee Avenue, 218.11 feet to an angle point in said Northeasterly line, being also the point of intersection of said line with the Northeasterly line of Milwaukee Avenue as per the Condemnation, as aforesaid; thence

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continuing Southeasterly along the Northeasterly line of Milwaukee Avenue as per said Condemnation, 454.86 feet to an angle point in said Northeasterly line, said point being 53.70 feet Northeasterly of the center line of Milwaukee Avenue as per said Superior Court Commissioners Division; thence continuing Southeasterly along the Northeasterly line of Milwaukee Avenue, 338.12 feet to a point on the Southerly line of Block 4 of said Superior Court Commissioners Division 56.13 feet Easterly of the Southwest corner of said Block 4; thence continuing Southeasterly along said Northeasterly line of Milwaukee Avenue 94.0 feet to the point of beginning, excepting therefrom the Southeasterly 700.0 feet, as measured at right angles to the Southeasterly line thereof, in Cook County, Illinois.

also

Parcel 2 (fee interest):

Block 3 in the Superior Court Commissioners Division of part of the West 1/2 of the Northeast 1/4 and part of the Northe 2st 1/4 of the Northwest 1/4 of Section 14, Township 41 North, Range 12 East of the Third Principal Meridian, except the East 205.0 feet, as measured on the North and south lines thereof, except the West \$5.02 feet of the North 512.60 feet, as measured on the North and West lines thereof, except that part thereof lying Southwesterly of a line described as beginning at a point in the Northwesterly line of the Resubdivision of Golf Mill Subdivision, being a subdivision of part of the East 1/2 of Section 14 said point being in a straight line drawn Northwesterly from a point which is 33.16 leet East, as measured on the South line, of the Southwest corner of the East 1/2 of the Northeast 1/4 of said Section and 263.47 feet North as measured on the West line of the Southwest corner of the East 1/2 of the Northeast 1/4 of said Section 14 (said point being 550.0 feet Northeasterly, measured at right angles, of the center line of Milwaukee Avenue) to a point in the South line of Block 3 in the Superior Court Commissioners Division, aforesaid, which is 312.09 feet East of the Southwest corner of said Block 3 and 550.0 feet Northeasterly, measured at right angles, of the center line of Milwaukee Avenue as shown on the recorded plat of said Superior Court Contrat sioners Division and said line extended Northwesterly to an intersection with a line 512.60 feet South, as measured along the West line of Block 3 and parallel with the North line thereof and also except that part of said Block 3 taken for public highway and also except a tract of land, being part of the following described parcel:

commencing at the Southeast corner of the above described property; thence North 2 Degrees 29 Minutes 51 Seconds East along the East line of said property 95.65 feet; thence North 87 Degrees 30 Minutes 09 Seconds West 35 feet to the point of beginning; thence continuing North 87 Degrees 30 Minutes 09 Seconds West 75 feet; thence North 2 Degrees 29 Minutes 51 Seconds East 127.33 feet; thence South 87 Degrees 30 Minutes 09 Seconds East 75 feet; thence South 2 Degrees 29 Minutes

51 Seconds West 127.33 feet to the point of beginning, in Cook County, Illinois.

Parcel 3 (fee interest):

The South 462.6 feet of the North 512.6 feet of the West 85.02 feet (as measured along the North line and along the South line) of Block 3 in Superior Court Commissioners Division of part of

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the West 1/2 of the Northeast 1/4 and part of the Northeast 1/4 of the Northwest 1/4 of Section 14, Township 41 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded December 12, 1940 as document 12593211 in Cook County, Illinois.

Parcel 4 (easement):

Perpetual easement for the benefit of Parcels 1 and 2 for the construction, operation, replacement and maintenance of an underground eight inch sewer line made by and between LaSalle National Bank, a national banking association, as trustee under Trust Agreement dated October 13, 1964 and known as trust number 31062, Goodyear Tire and Rubber Company, an Ohio corporation, Pearle Vision Center Inc., a Texas corporation and LaSalle National Bank, a national banking association, as trustee under Trust Agreement dated May 15, 1972 and known as trust number 44143, recorded fare 14, 1983 and known as trust number 26641880, in, upon, under, along and across the following described land, to wit:

that part of the North 1/2 of Section 14, Township 41 North, Range 12 East of the Third Principal Meridian, describe 1 by commencing at the intersection of the Northeasterly line of Milwaukee Avenue and a line which is 81.0 feet South, measured at right angles, and parallel with the North line of Block 4 of Superior Court Commissioners Division of part of the West 1/2 of the Northeast 1/4 and part of the Northeast 1/4 of the Northwest 1/4 of said Section 14; thence South 89 Degrees, 56 Minutes, 56 Seconds East along said parallel line, 201.25 feet to the place of beginning; thence continuing south 89 Degrees, 56 Minutes, 56 Seconds East along said parallel line, 10.01 feet; thence North 2 Degrees. 21 Minutes, 29 Seconds East along a line that is parallel with the West line of Block 3 in said Superior Court Commissioners Division, 181.04 feet to the South line of Fritz's Subdivision, a subdivision in the Northwest 1/4 and in the Northeast 1/4 of said Section 14; thence North 89 Degrees, 56 Minutes, 56 Seconds, West along said South line of said Fritz's Resubdivision, being also a line 1000 feet North measured at right angles, and parallel with the North line of Block 4 in said Superior Court Commissioners Division, 10.01 feet; thence South 2 Degrees, 21 Minutes, 29 Seconds West parallel with the West line of Block 3 in said Superior Court Commissioners Division, 181.14 feet to the place of beginning, in Cook County, Illinois.

Parcel 5 (fee interest):

That part of the North 1/2 of Section 14, Township 41 North, Range 12, East of the Third Principal Meridian, described as follows: beginning at the intersection of the North line of Block 4 of Superior Court Commissioners' Division of part of the West 1/2 of the Northeast 1/4 and part of the Northeast 1/4 of the Northwest 1/4 of Section 14, with the Northeasterly line of Milwaukee Avenue, as widened by Condemnation in 60S10942, recorded September 28, 1960, said intersection being 40.81 feet East of the Northwest corner of said Block 4; thence Northwestward along said Northeasterly line of Milwaukee Avenue for a distance of 100.00 feet; thence Northeastward, at right angles to said Northeasterly line of Milwaukee Avenue for a distance of 30.70 feet to a point in a line, which is 100.00 feet (measured at right angles) North of and parallel with said North line of Block 4; thence Eastward along said parallel line for a distance of 306.52 feet; thence Southward along a line, which is parallel with

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the West line of Block 3 of said Superior Court Commissioners' Division for a distance of 100.08 feet to said North line of Block 4; thence Westward along said North line of Block 4 for a distance of 271.80 feet to the place of beginning, (except that part thereof taken for Milwaukee Avenue,) in Cook County, Illinois.

Parcel 6 (fee interest):

That part of Block 4 of Superior Court Partition Commissioners' Division of part of the West 1/2 of the Northeast 1/4 and part of the Northeast 1/4 of the Northwest 1/2 of Section 14, Township 41 North, Range 12, East of the Third Principal Mentian, described as follows: beginning at the intersection of the North line of said Block 4, with the Northeasterly line of Milwaukee Avenue, as widened by Condemaction in 60S10942, recorded September 28, 1960 said intersection being 40.81 feet East of the Northwest corner of said Block 4; thence Southeastward agoig the Northeasterly line of Milwaukee Avenue for a distance of 99.43 feet more or less, to an intersection with a line, which is 81.00 feet (measured at right angles) South of and parallel with said North line of Block 4; thence Eastward along said parallel line for a distance of 210.88 feet; thence Northward along a line, which is parallel with the West line of Block 3 of said Superior Court Commissioners' Division for a distance of 81.06 feet to said North line of Block 4; thence Westward along said North line of Block 4 for a distance of 271.80 feet to the place of beginning, in Cook County, Illinois.

Parcel 7 (easement):

Easement for the benefit of Parcels Parcels 1, 2, 4, and 5 as set forto in Easement Agreement and Second Amendment to Lease recorded June 15, 1973 as document 22363445 over the following described land:

(a) part of the North 1/2 of Section 14, Township 41 North, Range 12 East of the Third Principal Meridian, described as beginning at the intersection of the North line of Block 4, cf Superior Court Commissioners Division of part of the West 1/2 of the Northeast 1/4 and part of the Northeast 1/4 of the Northwest 1/4 of Section 14, with the Northeasterly line of Milwau'cee Avenue as widened by Condemnation in 60 S 10942, recorded September 28, 1960, said intersection being 40.81 feet East of the Northwest corner of said Block 4, thence Northwestward along said Northeasterly line of Milwaukee Avenue for a distance of 100 feet; thence Northeastward, at right angles to said Northeasterly line of Milwaukee Avenue for a distance of 30.70 feet to a point in a line which is 100 feet (measured at right angles) North of and parallel with said North line of Block 4; thence Eastward along said parallel line for a distance of 306.52 feet; thence Southward along a line which is parallel with the West line of Block 3 of said Superior Court Commissioners Division for a distance of 100.08 feet to said North line of Block 4; thence Westward along said North line of Block 4 for a distance of 271.80 feet to the point of beginning;

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(b) part of Block 4 of Superior Court Commissioners Division of part of the West 1/2 of the Northeast 1/4 and part of the Northeast 1/4 of the Northwest 1/4 of Section 14, Township 41 North, Range 12 East of the Third Principal Meridian, described as beginning at the intersection of the North line of said Block 4 with the Northeasterly line of Milwaukee Avenue as widened by condemnation in 60S10942, recorded September 28, 1960, said intersection being 40.81 feet East of the Northwest corner of said Block 4; thence Southeastward along the Northeasterly line of Milwaukee Avenue for a distance of 99.43 feet, more or less, to an intersection with a line which is 81 feet (measured at right angles) South of and parallel with said North line of Block 4; thence Eastward along said parallel line for a distance of 210.88 feet; thence Northward along a line which is parallel with the West line of Block 3 of said Superior Court Commissioners Division for a distance of 81.06 feet to said North line of Block 4; thence Westward along said North line of Block 4 for a distance of 271.80 feet to the point of beginning, for ingress and egress and parking.

Commonly known as: 8203-8307 W. Golf Rd., Niles, IL 60714

Permanent Index Numbers: 09- 4-200-033-0000, 09-14-200-037-0000, 09-14-200-048-0000, 09-14-200-055-0000, 09-14-200-057 0000, 09-14-200-058-0000, 09-14-200-059-0000, and 09-14-200-060-0000 2571121.1