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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/11/2021 03:32 PM PG: 1 OF 16

DBR INVESTMENTS CO. LIMITED

(Lender)

NM RDY, L.L.C.

(Landlord)

- and -

MID-TOWN PETROLEUM ACQUISITION LLC

(Tenant)

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

Dated: December 10, 2020

Location: 290 E. Orr Road
Chicago Heights, Illinois

THIS INSTRUMENT WAS DRAFTED BY AND UPON
RECORDATION RETURN TO:

Alston & Bird LLP

90 Park Avenue

New York, New York 10016

Attn: David A. Freedman, Esq.

Phone: (212) 210-9400

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this “**Agreement**”) is made as of this 10th day of December, 2020 by and between **DBR INVESTMENTS CO. LIMITED** (together with its successors and assigns, collectively, “**Lender**”), having an address at 60 Wall Street, 10th Floor, New York, New York 10005, **NM RDY, L.L.C.**, a Delaware limited liability company, having an address at 1633 Broadway, 48th Floor, New York, New York 10019 (“**Landlord**”) and **MID-TOWN PETROLEUM ACQUISITION LLC**, a Delaware limited liability company, having an address at 8280 Montgomery Road, Ste. 101, Cincinnati, Ohio 45236 (“**Tenant**”).

RECITALS:

A. Lender has made a loan (the “**Loan**”) in the original principal amount of \$7,150,000.00 to Landlord pursuant to the terms and conditions of that certain Loan Agreement, dated as of December 10, 2020, between Lender and Landlord (together with any and all extensions, renewals, substitutions, replacements, amendments, modifications and/or restatements thereof, the “**Loan Agreement**”):

B. The Loan is evidenced by the Note (as defined in the Loan Agreement), dated December 10, 2020, made by Landlord to Lender (together with any and all extensions, renewals, substitutions, replacements, amendments, modifications and/or restatements thereof, the “**Note**”) and secured by that certain Mortgage (as defined in the Loan Agreement) dated as of December 10, 2020, made by Landlord to Lender, which encumbers the fee simple of Landlord in certain premises described in Exhibit A attached hereto (the “**Property**”);

C. Tenant leases the Property under and pursuant to that certain Lease Agreement dated March 13, 2019 between Landlord, as landlord, and Tenant, as tenant (as amended or otherwise modified in accordance with this Agreement, the “**Lease**”); and

D. Tenant has agreed to subordinate the Lease to the Mortgage and to the lien thereof and Lender has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

AGREEMENT:

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

1. **Subordination.** Subject to the terms of this Agreement, 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 (a) the Mortgage, (b) the lien thereof and (c) all terms, covenants and conditions set forth in the Mortgage and the Loan Agreement (including, without limitation, any and all extensions, renewals, substitutions, replacements, amendments, modifications and/or restatements thereof) with the same force and effect as if the Mortgage and the Loan Agreement had been executed, delivered and (in the case of the Mortgage) recorded prior to the execution and delivery of the Lease. In the event of a casualty or condemnation impacting the Property, Landlord and/or Tenant, as the case may be, shall cause all proceeds of insurance (in connection with a casualty) and any

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award (in connection with a condemnation), in each case, to be held by Lender, as trustee, to be held and disbursed to Landlord in a commercially reasonable manner in accordance with reasonable usual and customary disbursements for construction and restoration, to be used for restoration of the Property. Tenant hereby acknowledges and agrees that any option to purchase, right of first refusal to purchase or right of first offer to purchase the Property (or any portion thereof) in the Lease shall, notwithstanding anything to the contrary set forth in the Lease, not be exercisable in connection with any exercise of remedies pursuant to the Mortgage, including: (i) a purchase of the Property (or any portion thereof) at a foreclosure sale, (ii) a transfer of the Property (or any portion thereof) to Lender or its designee pursuant to a deed-in-lieu of foreclosure, or (iii) any subsequent sale of the Property (or any portion thereof) by Lender or its designee after such foreclosure or deed-in-lieu of foreclosure.

2. Non-Disturbance. Lender agrees that if any action or proceeding is commenced by Lender 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 Lender of any of its other rights under the Note, the Mortgage or the Loan Agreement 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) the Lease shall be in full force and effect and (c) no Event of Default (as defined in the Lease) has occurred and is continuing.

3. Attornment. Lender 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 if the conditions set forth in Paragraph 2 above have been met at the time the Lender, purchaser at foreclosure or other transferee of the Property ("**Transferee**") becomes owner of the Property. In such event, the Lease shall continue in full force and effect as a direct lease between Transferee and Tenant upon all of the terms, covenants and conditions set forth in the Lease and Tenant agrees to attorn to Transferee and Transferee shall accept such attornment; provided, however, that 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 Tenant for any construction work done by Tenant unless Lender shall have received sufficient insurance or condemnation proceeds in order to finance completion of such construction work in accordance with the terms of the Lease; (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 Transferee shall become the owner of the Property, or (ii) for any act or omission of Landlord prior to the date on which Transferee shall become the owner of the Property; (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 Transferee shall be obligated under the Lease to make 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; provided, however, that Transferee will remain liable for capital improvements to be made pursuant to the express terms of the Lease; (e) subject to any offsets, defenses, abatements or counterclaims which shall have accrued in favor of Tenant against Landlord prior to the date upon which Transferee shall become the owner of the Property to the

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exclusion of Landlord and any of Landlord's affiliates (the "**Transferee Control Date**"); provided, however, for the avoidance of doubt, the foregoing will not limit Tenant's right to exercise any offset or defense rights against Transferee available to Tenant pursuant to the express terms of the Lease for events occurring after the Transferee Control Date; (f) liable for the return of rental security deposits, if any, paid by Tenant to Landlord in accordance with the Lease unless such sums are actually received by 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 of their due dates to any prior Landlord unless (i) such sums are actually received by Transferee or (ii) such prepayment shall have been expressly approved of by Transferee or Lender or is permitted under the Lease; (h) bound to make any payment to Tenant which was required under the Lease, or otherwise, to be made prior to the time Transferee succeeded to Landlord's interest except to the extent received by Transferee, from insurance or condemnation proceed in accordance with the terms of the Loan Agreement; (i) bound by any agreement terminating the Lease or any agreement amending or modifying the Lease, so as (i) to reduce rent payable under the Lease, (ii) reduce or extend the term of the Lease, (iii) modify the permitted use under the Lease, or (iv) reduce Tenant's obligation to comply with law, made without Lender's prior written consent prior to the time Transferee succeeded to Landlord's interest which consent shall not be unreasonably withheld, conditioned or delayed; or (j) bound by any assignment of the Lease or sublease of the Property, or any portion thereof, made prior to the time Transferee succeeded to Landlord's interest other than if pursuant to the provisions of the Lease. Notwithstanding the foregoing or anything to the contrary contained in this Agreement other than as set forth in Paragraph 17 hereof, to the extent any default, or any failure to act of the "Landlord" under the Lease is of a continuing nature, and Lender has been given notice and opportunity to cure in accordance with Paragraph 6 hereof and Transferee has been given notice of such default and Transferee does not cure such default within the time period permitted Landlord under the Lease (treating the date Transferee receives notice or acquires the Property, whichever is later, as the first day of such default), such failure shall constitute a default by Transferee under the Lease, giving rise to Tenant's rights (including, without limitation, offset and abatement rights) under the Lease, except that in no event shall Transferee be liable to pay damages to Tenant as a result of its failure to cure any such continuing default other than as permitted pursuant to the Lease. Notwithstanding anything contained herein, as between Tenant and Landlord, no provision of this Agreement will be deemed a waiver of, and Tenant hereby reserves all rights, causes of action, demands, offsets, defenses and other claims it may now or hereafter have against Landlord directly as a result of, or in any way related to, improper charges, overcharges, or other amounts which have been charged, billed, demanded or assessed against Tenant and arising out of Landlord's billing or calculation of charges under the Lease.

4. Notice to Tenant. After written notice is given to Tenant and Landlord by Lender that Landlord is in default under the Note, the Mortgage or the Loan Agreement and that the rentals under the Lease should be paid to Lender pursuant to the terms of the assignment of leases and rents executed and delivered by Landlord to Lender in connection therewith, Tenant shall thereafter pay to Lender or as directed by Lender, all rentals and all other monies due or to become due to Landlord under the Lease and Landlord hereby expressly authorizes Tenant to make such payments to Lender and hereby releases and discharges Tenant from any liability to Landlord on account of any such payments.

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5. Lender's Consent. Tenant shall not, without obtaining the prior written consent of Lender which shall not be unreasonably withheld, conditioned or delayed, (a) enter into any agreement amending, modifying or terminating the Lease if such agreement would have any of the effects set forth in Paragraph 3(i) above; (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 terms of the Lease; and any such amendment, modification, termination, prepayment, voluntary surrender, assignment or subletting, without Lender's prior written consent, shall not be binding upon Lender.

6. Notice to Lender. Tenant shall provide Lender with copies of all written notices of default sent to Landlord pursuant to the Lease simultaneously with the transmission of such notices to Landlord 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 Lender shall have received notice of default giving rise to such cancellation or abatement and shall have failed within thirty (30) days after receipt of such notice to cure such default, or if such default cannot be cured within thirty (30) days, shall have failed within thirty (30) days after receipt of such notice to commence and thereafter diligently pursue any action necessary to cure such default. Notwithstanding the foregoing, Lender shall have no obligation to cure any such default.

7. Notices. All notices or other written communications hereunder shall be deemed to have been properly given (a) one (1) Business Day (hereinafter defined) after having been deposited for overnight delivery with any reputable overnight courier service, or (b) 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: Mid-Town Petroleum LLC
c/o RelaDyne, LLC
Attn: Real Estate Department
8280 Montgomery Road, Ste. 101
Cincinnati, Ohio 45236

with a copy to: Flagel & Papakirk LLC
Attn: Todd Flagel
50 E Business Way, Ste. 410
Cincinnati, Ohio 45241

If to Lender: DBR Investments Co. Limited
60 Wall Street, 10th Floor
New York, NY 10005
Attention: Transaction Management
Facsimile No. (212) 797-4489

with a copy to: Alston & Bird LLP
90 Park Avenue

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New York, New York 10016
 Attention: David A. Freedman, Esq.
 Facsimile No. (212) 210-9444

If to Landlord: NM RDY, L.L.C.
 1633 Broadway, 48th Floor
 New York, New York 10019
 Attention: Real Estate Ops

with a copy to: Bass, Berry & Sims PLC
 1201 Pennsylvania Avenue, NW, Suite 300
 Washington, District of Columbia, 20004
 Attention: Michael C. Gibson

or addressed as such party may from time to time designate by written notice to the other parties. For purposes of this Paragraph 7, the term "Business Day" shall mean a day on which commercial banks are not authorized or required by law to close in New York, New York.

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

8. Joint and Several Liability. If Tenant or Landlord consists of more than one person or entity, the obligations and liabilities of each such person or entity hereunder shall be joint and several.

9. Definitions. The term "Lender" as used herein shall include the successors and assigns of Lender 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 "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 Lender. The term "Tenant" as used herein shall mean and include the present tenant under the Lease and such tenant's successors in interest under the Lease, including, without limitation, any guaranty under the Lease. 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. No Oral Modifications. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

11. Governing Law. 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. Inapplicable Provisions. 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.

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13. Duplicate Originals; Counterparts. 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. Number and Gender. 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.

15. Transfer of Loan. Lender may sell, transfer and deliver the Note and assign the Mortgage, this Agreement and the other documents executed in connection therewith to one or more investors in the secondary mortgage market ("**Investors**"). In connection with such sale, Lender may retain or assign responsibility for servicing the Loan (including the Note, the Mortgage, this Agreement and the other documents executed in connection therewith) or may delegate some or all of such responsibility and/or obligations to a servicer (including, but not limited to, any subservicer or master servicer), on behalf of the Investors. All references to "Lender" herein shall refer to and include any such servicer to the extent applicable.

16. Further Acts. Tenant will, at its cost, execute, acknowledge and deliver all and every such further acts and assurances as Lender shall, from time to time, reasonably require, for the better assuring and confirming unto Lender 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.

17. Limitations on Lender's Liability. Tenant acknowledges that Lender is obligated only to Landlord to make the Loan upon the terms and subject to the conditions set forth in the Loan Agreement. In no event shall the obligations and liabilities of 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 Lender or any such purchaser or grantee (Lender, such purchaser, grantee, heir, legal representative, successor or assignee, collectively, the "**Subsequent Landlord**") extend beyond such Subsequent Landlord's interest, if any in the estate and property of any such Subsequent Landlord in the Property, including insurance and condemnation proceeds, security deposits, escrows, Subsequent Landlord's interest in the Lease, and the proceeds from any sale, lease or other disposition of the Property (or any portion there) by Subsequent Landlord 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.

19. Confidentiality. Notwithstanding anything to the contrary set forth in the lease, Lender shall have the right, and Tenant hereby authorizes Lender, to disclose any and all information in Lender's possession which is confidential in nature as expressly set forth in the Lease (said information, "**Confidential Information**") to Lender's accountants, attorneys and agents, any nationally-recognized statistical rating organization (e.g. Standard & Poor's Ratings

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Services, Moody's Investor Service, Inc., Fitch, Inc., DBRS, Inc. or any successor thereto) engaged by Lender or its designees in connection with a securitization or rating of the Loan and actual or potential investors; provided that, with respect to such Confidential Information, except to the extent such Confidential Information is required to be provided to any governmental authority in connection with any legal or regulatory requirements, Lender shall cause, any such recipient of such Confidential Information to keep all such Confidential Information confidential pursuant to a commercially reasonable confidentiality agreement, executed prior to any disclosure (which may be by click-through via an electronically maintained file sharing site).

[NO FURTHER TEXT; SIGNATURES FOLLOW]

Property of Cook County Clerk's Office

**COOK COUNTY
RECORDER OF DEEDS**

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

LENDER:

DBR INVESTMENTS CO. LIMITED, a Cayman Islands corporation

By: 
Name: Matt Smith
Title: Director

By: _____
Name: _____
Title: _____

[ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGE]

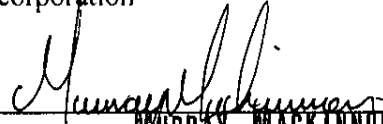
Property of Cook County Clerk's Office

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

LENDER:

DBR INVESTMENTS CO. LIMITED, a Cayman Islands corporation

By: 
Name: **MURRAY MACKINNON**
Title: **DIRECTOR**

By: _____
Name: _____
Title: _____

[ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGE]

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STATE OF NEW YORK

COUNTY OF NEW YORK

This instrument was acknowledged before me on Nov. 25, 2020, by Matt Smith,
as Director of DBR Investments Co. Limited, a Cayman Islands corporation.

(Stamp or Seal)

MADELINE VASILE
Notary Public, State of New York
No. 01VA6394227
Qualified in Richmond County
Commission Expires July 1, 2023

Madeline Vasile

Signature of Notarial Officer

Notary Public

My Commission Expires: July 1, 2023

STATE OF NEW YORK

COUNTY OF NEW YORK

This instrument was acknowledged before me on Nov 25, 2020, by Murray MacKinnon
as Director of DBR Investments Co. Limited, a Cayman Islands corporation.

(Stamp or Seal)

MADELINE VASILE
Notary Public, State of New York
No. 01VA6394227
Qualified in Richmond County
Commission Expires July 1, 2023

Madeline Vasile

Signature of Notarial Officer

Notary Public

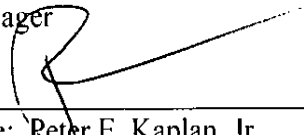
My Commission Expires: July 1, 2023

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LANDLORD:

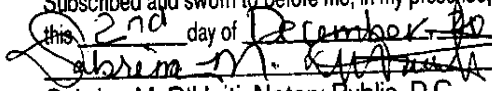
NM RDY, L.L.C., a Delaware limited liability company

By: NM Net Lease Partners Manager, L.L.C., a Delaware limited liability company, its non-member manager

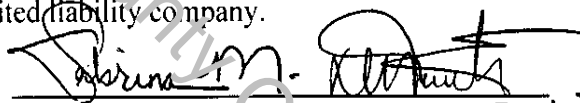
By: 
Name: Peter E. Kaplan, Jr.
Title: President

Property of Cook County Clerk's Office

STATE OF
COUNTY OF

District of Columbia: SS
Subscribed and sworn to before me, in my presence, this 2nd day of December 2020

Sabrina M. D'Haiti, Notary Public, D.C.
My commission expires August 31, 2023.

The instrument was acknowledged before me on December 2nd, 2020, by Peter E. Kaplan Jr., the President of NM Net Lease Partners Manager, L.L.C., a Delaware limited liability company, the non-member manager of NM RDY, L.L.C., a Delaware limited liability company and on behalf of such limited liability company.

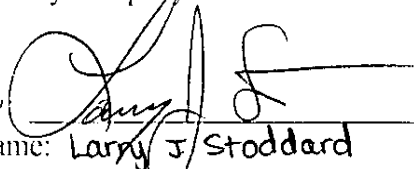

Notary Public in the and for the State of District of Columbia
My Commission Expires: 8/31/2023



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TENANT:

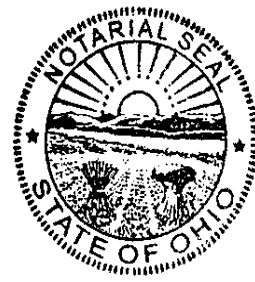
**MID-TOWN PETROLEUM
ACQUISITION LLC**, a Delaware limited
liability company

By: 
Name: Larry J Stoddard
Title: President and CEO

STATE OF Ohio)
) ss.:
COUNTY OF Hamilton)

On the 11th day of December, in the year 2020, before me, the undersigned, personally appeared Larry J. Stoddard personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual executed the instrument, and that said individual made such appearance before the undersigned in the County of Hamilton State of Ohio.

Dorothy Kerrigan
Notary Public



DOROTHY KERRIGAN
Notary Public, State of Ohio
My Commission Expires 07-23-2024

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF A LINE 851.0 FEET EAST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SECTION 16 WITH A LINE 50 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTER LINE OF SECTION 16; THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 80.81 FEET TO A POINT, SAID POINT BEING THE PLACE OF BEGINNING; THENCE SOUTHERLY ALONG A STRAIGHT LINE SAID LINE WHICH MAKES AN ANGLE OF 92 DEGREES 20 MINUTES WITH THE LAST DESCRIBED LINE WHEN TURNED FROM WEST TO SOUTH A DISTANCE OF 50 FEET TO A POINT; THENCE WEST ALONG A STRAIGHT LINE A DISTANCE OF 116.54 FEET TO THE POINT OF INTERSECTION WITH A STRAIGHT LINE 140 FEET EASTERLY OF AND PARALLEL TO THE CENTER LINE OF THE SOUTH BOUND MAIN LINE TRACK OF THE CHICAGO AND EASTERN ILLINOIS RAILROAD CO.; THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 504.35 FEET TO A POINT; THENCE SOUTHERLY ALONG A STRAIGHT LINE, SAID LINE WHICH MAKES AN ANGLE OF 164 DEGREES 01 MINUTES 30 SECONDS WITH THE LAST DESCRIBED PARALLEL LINE WHEN TURNED FROM NORTHEAST THROUGH EAST TO SOUTH, A DISTANCE OF 193.47 FEET TO A POINT; THENCE SOUTHERLY ALONG A STRAIGHT LINE A DISTANCE OF 125.18 FEET TO THE POINT OF INTERSECTION WITH A STRAIGHT LINE 351.0 FEET EAST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SECTION 16, THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 247.89 FEET TO THE POINT OF INTERSECTION WITH A LINE 100 FEET EASTERLY OF AND PARALLEL TO THE CENTER LINE OF THE SOUTH BOUND MAIN TRACK OF THE CHICAGO AND EASTERN ILLINOIS RAILROAD COMPANY THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 629.10 FEET TO THE POINT OF INTERSECTION WITH A STRAIGHT LINE 50 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTER LINE OF SAID SECTION 16; THENCE EAST ALONG THE LAST PARALLEL LINE A DISTANCE OF 134.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTH 1/2 OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

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BEGINNING AT A POINT OF CURVE ON A LINE 851 FEET EAST OF AND PARALLEL TO THE NORTH AND SOUTH CENTERLINE OF SECTION 16, AND SAID LINE ALSO BEING 88 FEET WEST OF AND PARALLEL TO THE EAST RIGHT-OF-WAY LINE OF THE CHICAGO HEIGHTS TERMINAL TRANSFER RAILROAD COMPANY, SAID POINT BEING 1,650 FEET SOUTH OF THE EAST AND WEST CENTERLINE OF SECTION 16; THENCE SOUTHWESTERLY ALONG A CURVED LINE, CONVEX TO THE SOUTHEAST, AND HAVING A RADIUS OF 509.92 FEET, AN ARC DISTANCE OF 803.33 FEET TO A POINT OF TANGENT WITH A LINE 100 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF THE CHICAGO HEIGHTS TERMINAL TRANSFER RAILROAD COMPANY MAIN LINE TRACK, THENCE WEST ALONG SAID PARALLEL LINE A DISTANCE OF 715.05 FEET TO THE POINT OF INTERSECTION WITH A LINE 150 FEET EASTERLY OF AND PARALLEL TO THE CENTER LINE OF THE SOUTH BOUND MAIN TRACK OF THE CHICAGO EASTERN ILLINOIS RAILROAD; THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED PARALLEL LINE, SAID LINE MAKING AN ANGLE OF 63 DEGREES 15 MINUTES 40 SECONDS WITH THE LAST DESCRIBED LINE WHEN TURNED FROM THE EAST TO THE NORTH, A DISTANCE OF 1,602.15 FEET TO A POINT ON A LINE 351 FEET EAST OF AND PARALLEL WITH THE AFOREMENTIONED NORTH AND SOUTH CENTER LINE OF SECTION 16; THENCE SOUTH ALONG SAID PARALLEL LINE WHICH MAKES AN ANGLE OF 26 DEGREES 59 MINUTES 20 SECONDS WITH THE LAST DESCRIBED LINE WHEN TURNED FROM THE SOUTHWEST TO THE SOUTH, A DISTANCE OF 920.80 FEET TO A POINT; THENCE EAST ALONG A STRAIGHT LINE WHICH MAKES AN ANGLE OF 90 DEGREES WITH THE LAST DESCRIBED LINE WHEN TURNED FROM THE NORTH TO THE EAST, A DISTANCE OF 500 FEET TO THE POINT OF BEGINNING; (EXCEPTING THEREFROM ALL THAT PART OF THE ABOVE DESCRIBED PARCEL LYING EAST OF THE AFOREMENTIONED LINE DRAWN PARALLEL WITH, AND 351 FEET EAST OF THE NORTH AND SOUTH CENTERLINE OF SECTION 16), IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE SOUTH 1/2 OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT INTERSECTION OF A STRAIGHT LINE WHICH IS 100 FEET NORTH OF AND PARALLEL TO CENTER LINE OF THE MAIN EAST AND WEST TRACK OF THE CHICAGO HEIGHTS TERMINAL TRANSFER RAILROAD COMPANY AND SAID LINE EXTENDED WEST, AND A STRAIGHT LINE WHICH IS 150 FEET EASTERLY OF AND PARALLEL TO THE CENTERLINE OF THE SOUTH BOUND MAIN LINE TRACK OF THE CHICAGO AND EASTERN ILLINOIS RAILROAD; THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 78.38 FEET TO A POINT ON A STRAIGHT LINE WHICH IS 30 FEET NORTH OF AND PARALLEL WITH THE CENTER LINE OF THE MAIN EAST AND WEST TRACK OF THE CHICAGO HEIGHTS TERMINAL TRANSFER RAILROAD COMPANY, AND SAID LINE EXTENDED WEST; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF

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854.27 FEET TO A POINT WHICH IS 442.80 FEET EAST OF THE NORTH AND SOUTH CENTER LINE OF SECTION 16, AS MEASURED ALONG SAID PARALLEL LINE; THENCE NORTH ALONG A STRAIGHT LINE WHICH FORMS AN ANGLE OF 90 DEGREES WITH THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 80.68 FEET TO THE POINT OF INTERSECTION OF SAID STRAIGHT LINE WITH A CURVED LINE, CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 509.92 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVED LINE, HAVING A CHORD DIMENSION OF 103.95 FEET, TO THE POINT OF TANGENCY OF SAID CURVED LINE WITH A STRAIGHT LINE WHICH IS 100 FEET, NORTH OF AND PARALLEL WITH THE CENTER LINE OF THE MAIN EAST AND WEST TRACK OF THE CHICAGO HEIGHTS TERMINAL TRANSFER RAILROAD COMPANY AND SAID CENTER LINE EXTENDED WEST; THENCE WEST ALONG THE AFOREDESCRIBED PARALLEL LINE AND SAID LINE EXTENDED, A DISTANCE OF 715.05 FEET, TO THE POINT OF BEGINNING; (EXCEPTING THEREFROM ALL THAT PART OF THE ABOVE DESCRIBED PARCEL LYING EAST OF A LINE DRAWN PARALLEL WITH AND 351.00 FEET EAST OF THE NORTH AND SOUTH CENTERLINE OF SECTION 16), IN COOK COUNTY, ILLINOIS.