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Karen A. Yarbrough
Cook County Clerk
Date: 07/15/2021 05:02 AM Pg: 1 of 8

THIS INSTRUMENT PREPARED BY
AND WHEN RECORDED RETURN TO:

Julie E. Dechen, Esq.
Cahill Gordon & Reindel LLP
32 Old Slip
New York, New York 10005

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Tax Parcel No(s): 30-19-300-012-0000

TERMINATION OF MEMORANDUM OF PARI PASSU INTERCREDITOR
AGREEMENT

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TERMINATION OF MEMORANDUM OF PARI PASSU INTERCREDITOR AGREEMENT

THIS TERMINATION OF MEMORANDUM OF PARI PASSU INTERCREDITOR AGREEMENT is dated as of the 15 day of June, 2021 and effective as of the 15 day of June, 2021 between WILMINGTON TRUST, NATIONAL ASSOCIATION, solely in its capacity as collateral agent for the Additional Pari Passu Secured Parties ("Additional Pari Passu Collateral Agent"), having an office at Global Capital Markets, 50 South Sixth Street, Suite 1290, Minneapolis, MN, 55402, Attn: Burlington Notes Administrator, and JPMORGAN CHASE BANK, N.A., as collateral agent for the Credit Agreement Secured Parties ("Credit Agreement Collateral Agent"), having an office at 270 Park Ave., New York, NY 10017. The Additional Pari Passu Collateral Agent and the Credit Agreement Collateral Agent hereby terminate, without recourse, representation or warranty, that certain Memorandum of Pari Passu Intercreditor Agreement (the "Memorandum of Intercreditor") recorded on December 8, 2020, in Cook County, Illinois as Instrument No. 2034362138 and authorize and direct the removal of record of said agreement. Capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Pari Passu Intercreditor Agreement (as defined in the Memorandum of Intercreditor).

Wilmington Trust, National Association is executing this Termination of Memorandum of Pari Passu Intercreditor Agreement solely in its capacity as Collateral Agent under the Initial Additional Pari Passu Agreement and not in its individual or corporate capacity. In acting hereunder, the Additional Pari Passu Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Collateral Agent under the Initial Additional Pari Passu Agreement, as if such rights, privileges, immunities and indemnities were set forth herein.

This instrument may be signed in counterparts which, taken together, shall constitute a single agreement.

[Signature pages follow]

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IN WITNESS WHEREOF, the Credit Agreement Collateral Agent and the Additional Pari Passu Collateral Agent have duly executed this Agreement as of the date and year first above written.

JPMorgan Chase Bank, N.A., as
Credit Agreement Collateral Agent

By: 

Name: James A. Knight

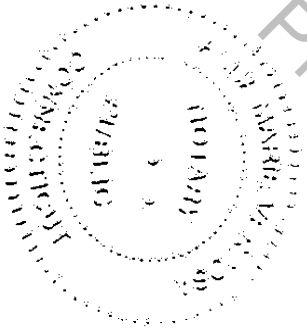
Title: Executive Director

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STATE OF Connecticut)
) ss.: Greenwich
 COUNTY OF Fairfield)

The foregoing instrument was acknowledged before me this 15th day of June, 2021, by James A. Knight, Executive Director, of JPMorgan Chase Bank, N.A., a national banking association, on behalf of the association.

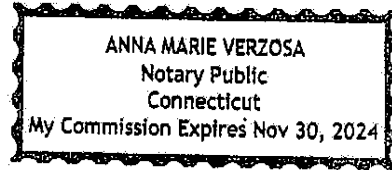


[NOTARIAL SEAL]

Notary Public

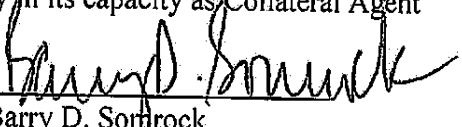
Name: Anna Marie Verzosa

My Commission Expires: November 30, 2024



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Wilmington Trust, National Association,
not in its individual or corporate capacity,
but solely in its capacity as Collateral Agent

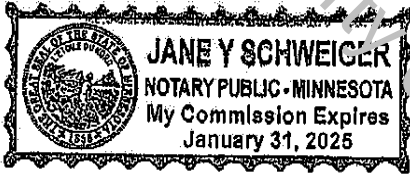
By: 
Name: Barry D. Sorfrock
Title: Vice President

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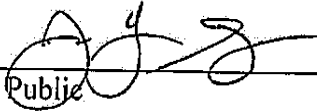
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STATE OF MINNESOTA)
) ss.:
 COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 4th day of June, 2021, by Barry D. Somrock, Vice President of Wilmington Trust, National Association, a national banking association, on behalf of the association.



[NOTARIAL SEAL]



 Notary Public

Name: Jane Y. Schweiger

My Commission Expires: January 31, 2025

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Exhibit A

Legal Description

PARCEL 1:

LOT 1 AND THE SOUTHWESTERLY 1.04 FEET OF LOT 2 IN THE LANDINGS PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF OUTLOT A IN THE LANDINGS PLANNED UNIT DEVELOPMENT BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 1 AFORESAID, THENCE SOUTH 25 DEGREES 14 MINUTES 34 SECONDS WEST ON THE SOUTHWESTERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 50.0 FEET; THENCE NORTH 64 DEGREES 45 MINUTES 26 SECONDS WEST A DISTANCE OF 93.0 FEET; THENCE SOUTH 25 DEGREES 14 MINUTES 34 SECONDS WEST A DISTANCE OF 82.32 FEET; THENCE NORTH 37 DEGREES 48 MINUTES 25 SECONDS WEST A DISTANCE OF 5.61 FEET TO AN ANGLE POINT OF SAID LOT 1; THENCE NORTH 25 DEGREES 14 MINUTES 34 SECONDS EAST ON A LINE OF SAID LOT 1, A DISTANCE OF 129.78 FEET TO AN ANGLE POINT OF SAID LOT 1; THENCE SOUTH 64 DEGREES 45 MINUTES 26 SECONDS EAST ON A LINE OF SAID LOT 1, A DISTANCE OF 98.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

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THAT PART OF OUTLOT A IN THE LANDINGS PLANNED UNIT DEVELOPMENT BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 1 AFORESAID, THENCE NORTH 64 DEGREES 45 MINUTES 26 SECONDS WEST ON THE NORTHWESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 1 A DISTANCE OF 7.0 FEET; THENCE SOUTH 25 DEGREES 14 MINUTES 34 SECONDS WEST A DISTANCE OF 180.0 FEET TO A POINT ON A LINE OF SAID LOT 1; THENCE SOUTH 64 DEGREES 45 MINUTES 26 SECONDS EAST ON A LINE OF SAID LOT 1 A DISTANCE OF 7 FEET TO AN ANGLE POINT OF SAID LOT 1; THENCE NORTH 25 DEGREES 14 MINUTES 34 SECONDS EAST ON A LINE OF SAID LOT 1, A DISTANCE OF 180.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL, NON-EXCLUSIVE EASEMENTS FOR THE PURPOSE OF PARKING, INGRESS AND EGRESS AS SET FORTH IN DECLARATION OF RECIPROCAL EASEMENTS AND OPERATING COVENANTS RECORDED AUGUST 16, 1985 AS DOCUMENT NO. 85119087 AND AS CREATED BY DEED FROM AMALGAMATED TRUST & SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 21, 1984 AND KNOWN AS TRUST NO. 4951 TO HOMEOWNERS WAREHOUSE, INC., RECORDED OCTOBER 15, 1985 AS DOCUMENT NO. 85235391 AS AMENDED BY FIRST AMENDMENT TO SAID DECLARATION RECORDED DECEMBER 18, 1985 AS DOCUMENT NO. 85329731, BY SECOND AMENDMENT TO SAID DECLARATION RECORDED MARCH 11, 1988 AS DOCUMENT NO. 88102519, AND BY THIRD AMENDMENT TO SAID DECLARATION RECORDED MAY 10, 2000 AS DOCUMENT NO. 00331108, OVER AND ACROSS "COMMON AREA" AS SUCH IS DEFINED AND LIMITED THEREIN.

Informational Note Only: Tax Parcel Numbers: 30-19-300-012-0000, 30-19-300-013-0000 (portion) and 30-19-300-039-0000 (portion)