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Doc# 2211642067 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 04/26/2022 02:19 PM PG: 1 OF 10

WHEN RECORDED RETURN TO:

Dealer Commercial Services  
IN1-4002  
7610 West Washington Street  
Indianapolis, IN 46231-1335

Chicago Title/Rgn

215TD008LP  
(385)



**Subordination, Non-Disturbance and  
Attornment Agreement**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is dated as of March 29, 2022, among JPMorgan Chase Bank, N.A., whose address is 150 W. University Dr., Bldg G, Fl 4, Tempe, AZ 85281, and its successors and assigns (the "Mortgagee"), 4630 CHI LLC, whose address is 3456 N KEDZIE AVE, CHICAGO, IL 60618 (the "Landlord") and BERMAN OAK LAWN, INC. an Illinois corporation d/b/a BERMAN CHRYSLER DODGE JEEP RAM, whose address is 4630 West 95th Street, 4650 West 95th Street, 9300 South Kenton Avenue, 4661 West 94th Street, and 9401 S. Knox Avenue, Oak Lawn, IL 60453 (the "Tenant").

**RECITALS:**

- A. The Landlord and the Tenant have entered into a AUTOMOBILE DEALERSHIP FACILITY LEASE AGREEMENT dated April 11, 2022 (together with any and all amendments, modifications, extensions, renewals, consolidations and replacements thereof, whether now existing or hereafter entered into, are collectively called the "Lease") covering certain premises (the "Premises") on the real property (the "Property") commonly known as 4630 95th Street, 4650 95th Street, 9300 South Kenton, 9540 South Kenton, Oak Lawn, Illinois 60453 and more particularly described as follows;

Located in the Village of Oak Lawn, County of Cook, State of Illinois:

See Exhibit "A" Attached Hereto and Made a Part Hereof for All Purposes Intended,

Tax Parcel Identification No. 24-03-313-047-0000, 24-03-313-049-0000, 24-03-313-053-0000, 24-03-313-048-0000, 24-03-313-035-0000, and 24-03-313-033-0000;

- B. The Landlord is the owner of fee simple title to the Property and the Premises;

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- C. The Mortgagee has made or has agreed to make a loan or other extension of credit to the Landlord, secured or to be secured by, among other collateral, a mortgage from the Landlord to the Mortgagee (said mortgage and all amendments, modifications, extensions, renewals, consolidations and replacements thereof, whether now existing or hereafter entered into, are collectively called the "Mortgage") on the Property; and
- D. The Tenant has agreed to subordinate the Lease to the lien of the Mortgage and the Mortgagee has agreed to grant non-disturbance to the Tenant under the Lease on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. **Subordination.** The Lease, and all of the terms, covenants and provisions thereof (including but not limited to purchase options and first refusal rights), is subordinate in all respects to the Mortgage, to the full extent of any and all of the Liabilities (as defined in the Mortgage), all 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. **Attornment.** The Tenant, for itself and its successors and assigns, agrees that it will attorn to and recognize the Mortgagee or any other New Landlord (as defined below), and the successors and assigns of the Mortgagee or any other New Landlord, as its landlord for the unexpired balance (and any extensions or renewals, if previously, at that time or thereafter exercised by the Tenant) of the term of the Lease upon the same terms and conditions set forth in the Lease, subject to the limitations on liability that are set forth in Paragraph 3 below. This attornment shall be effective and self-operative without the execution of any further instruments.
3. **Non-Disturbance.** The Mortgagee, for itself and its successors and assigns, for any purchaser at any foreclosure, public or private sale under the Mortgage, for any transferee who acquires the Property by deed in lieu of foreclosure or otherwise, and for the successors and assigns of such purchaser and transferee (the Mortgagee and each such other party being collectively called "New Landlord") hereby covenants and agrees with the Tenant that if any New Landlord shall commence foreclosure of the Mortgage, for any reason whatsoever, or shall succeed to the interest of the Landlord by foreclosure, sale by advertisement, power of sale, deed in lieu thereof or otherwise, and provided the Tenant is not then in default (after expiration of any applicable grace period) under the Lease, then: (a) the Tenant shall not be named as a party defendant in any foreclosure action, exercise of power of sale, sale by advertisement or any other proceeding to enforce the Mortgage, unless the Tenant is deemed to be a necessary party; (b) subject to the next succeeding grammatical paragraph, the Lease shall, in accordance with its terms, remain in full force and effect as a direct indenture of lease between such New Landlord and the Tenant, with the same force and effect as if originally entered into with such New Landlord; and (c) the Tenant's possession of the Premises and the Tenant's rights and privileges under the Lease shall not be diminished, interfered with or disturbed by any New Landlord by such foreclosure, sale or other action under the Mortgage or by any such attempt to foreclose, sell or succeed to the interests of the Landlord by foreclosure, exercise of power of sale, sale by advertisement, deed in lieu thereof or otherwise.

If any New Landlord shall succeed to the interest of the Landlord under the Lease, the Tenant agrees as follows:

- (a) Such New Landlord shall not be: (i) subject to any credits, offsets, abatements, deductions, defenses, claims or counterclaims, of any nature or type, that the Tenant might have against any prior landlord (including the Landlord); (ii) bound by any rent or additional rent that the Tenant shall have paid more than one (1) month in advance to any prior landlord (including the Landlord); (iii) required to make any improvements to the Property or to the Premises which Landlord may have agreed to make, but had not completed, or to perform or provide any service not related to the possession or quiet enjoyment of the Premises; (iv) 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; (v) required to make any repairs to the Premises or the Property as a result of fire or other casualty or by reason of condemnation; (vi) liable under any indemnity provision of whatever nature contained in the Lease, including, but not limited to, any environmental indemnification; (vii) liable for or have any responsibility related to any hazardous materials or other environmental conditions or contamination that existed on or under the Property or the Premises prior to the New Landlord succeeding to the interest of the Landlord under the Lease or (viii) bound by (A) any amendment, modification, renewal or extension (except for extensions unilaterally made by the Tenant pursuant to extension options that are contained in the Lease) to the Lease, (B) any assignment, sublease, mortgage, encumbrance or other disposition of all or any part of the Tenant's interest in the Lease or the Premises, (C) any surrender, cancellation or termination of the Lease, whether in whole or in part (unless the surrender, cancellation or termination is effected unilaterally by the Tenant under a specific term of the Lease; provided, however, that if the Tenant's right to cancel, surrender or terminate the Lease arises because of a default by the Landlord under the Lease, the Tenant shall

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not terminate, cancel or surrender the Lease because of that default unless (1) the Landlord is in default under the Lease beyond any cure period provided in the Lease; (2) the Tenant has given the Mortgagee prior written notice of the default as provided in Paragraph 5 below; and (3) the cure period provided to the Mortgagee in Paragraph 5 below has expired without the Mortgagee having cured the default), (D) any option in the Lease obligating the Landlord under the Lease to provide additional space at the Property to the Tenant or (E) any waiver of any provision of the Lease, in each of cases (A) through (E) above, that has not been consented to in writing by the Mortgagee;

(b) No New Landlord shall be liable for: (i) any act or omission of any prior landlord (including the Landlord); (ii) the return of any security deposit made by the Tenant to any prior landlord (including the Landlord), unless such New Landlord shall have actually received such security deposit from the prior landlord; or (iii) any payment to the Tenant of any sums or allowances, or any granting to the Tenant of any credit, abatement or other rental concession, in the nature of a contribution towards the cost of preparing, furnishing or completing improvements at, or moving into, the Premises, the Property or any portion thereof;

(c) The Tenant shall look solely to the Property for the recovery of any judgment or damages from the Mortgagee or any other New Landlord and neither any New Landlord, any partner, officer, director, shareholder, member, manager, employee or agent of any of them or any successor or assign of any of the foregoing shall have any personal liability, directly or indirectly, under or in connection with the Lease, this Agreement or any amendment or amendments to either the Lease or this Agreement made at any time or times heretofore or hereafter. The Tenant hereby forever and irrevocably waives and releases any and all such personal liability. The limitation of liability provided in this paragraph is in addition to, and not in limitation of, any limitation on liability applicable to any New Landlord under this Agreement, at law, in equity or under any other contract, agreement or instrument; and

(d) The Mortgagee shall be released from all duties and obligations under the Lease from and after the date that it conveys its interest in the Property to any third party.

**4. Mortgagee's Consent.** The Landlord's consent, approval or waiver under or with respect to the Lease, the Premises or any matter related thereto shall not be effective unless such consent, approval or waiver is accompanied by prior written consent of the Mortgagee.

**5. Landlord's Default.** The Tenant hereby agrees to provide the Mortgagee with prompt written notice of any default under the Lease by the Landlord and to provide the Mortgagee a period of time equal to (a) one hundred twenty (120) days (i) after the end of the Landlord's cure period, if any, under the Lease in connection with such default by the Landlord or (ii) the date on which the Mortgagee received the notice of Landlord's default from the Tenant, plus (b) such reasonable period of time as is necessary thereafter to remedy such default if the Mortgagee has commenced and is diligently pursuing such remedy. Notwithstanding the foregoing, the Tenant agrees that the Mortgagee shall have no obligation to remedy any such Landlord default.

**6. Estoppel Certificate.** The Tenant agrees at any time and from time to time to execute, deliver and acknowledge to the Landlord, to the Mortgagee or to any third party designated by the Landlord or by the Mortgagee, within ten (10) days following the Landlord's or the Mortgagee's written request therefore: (a) a statement in writing certifying that (i) the Lease is in full force and effect, (ii) the Landlord is not in default thereunder (or specifying any defaults by the Landlord that the Tenant alleges), (iii) rent has not been prepaid more than one (1) month in advance and (iv) any further information about the Lease or the Premises that the Landlord, the Mortgagee or said third party may reasonably request; (b) a statement in writing that the Tenant will recognize any New Landlord as the assignee of the Landlord's rights under the Lease; and (c) a statement in writing acknowledging or denying receipt of notice of any conditional or security assignment of the Lease to any third party. The Tenant understands that the Mortgagee and/or prospective purchasers, other mortgagees or lessors of the Premises or any part thereof will rely on such certificates. The Tenant's obligation to deliver such certificates within ten (10) days, as described above, is a material obligation of the Tenant hereunder and under the Lease.

**7. Further Subordination.** The Tenant, for itself and its successors and assigns, agrees that, without the prior written consent of the Mortgagee, the Tenant will not: (a) enter into any subordination agreement with any person other than the Mortgagee; or (b) agree to attorn to or recognize any purchaser or transferee of the Property at any foreclosure sale, by exercise of power of sale, by sale by advertisement by deed in lieu thereof or otherwise, in each case, under any lien other than that of the Mortgage (provided, however, that this provision shall not be deemed to constitute the Mortgagee's consent to the placing of any lien other than the Mortgage on the Property).

**8. Insurance Proceeds and Condemnation Awards.** The Tenant agrees that any interest of the Tenant in any insurance, condemnation or eminent domain proceeds or awards made with respect to any interest in the Premises and/or the Property

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shall be subordinate to the interests of the Mortgagee in such proceeds or awards. The Tenant will neither seek nor accept any insurance, condemnation or eminent domain proceeds or awards made with respect to any interest in the Premises and/or the Property until all amounts secured by the Mortgage have been paid in full. However, the Tenant reserves the right to make a separate claim for trade fixtures and moving expenses if separately allocated.

**9. Modification of Liabilities.** From time to time, the Mortgagee may, without notice to or consent of the Tenant and without impairing or affecting this Agreement, do any of the following as to any of the Liabilities (as defined in the Mortgage): (a) amend, modify, extend, or renew any or all of the Liabilities; (b) change the rate of interest being charged on any or all of the Liabilities; (c) release the Landlord, any guarantor, any surety or any other third party from liability on any or all of the Liabilities; (d) compromise or settle the terms of any or all of the Liabilities; (e) forbear or agree to forbear from taking any action against the Landlord, any guarantor, any surety or any other party in regard to any or all of the Liabilities; or (f) substitute, release, exchange, or take any other action in regard to any collateral, including the Property, for any or all of the Liabilities.

**10. Notice.** Any notices and demands under or related to this Agreement shall be in writing and delivered to the intended party at its address stated herein, and if to the Mortgagee, at its main office if no other address of the Mortgagee is specified herein, by one of the following means: (a) by hand; (b) by a nationally recognized overnight courier service; or (c) by certified mail, postage prepaid, with return receipt requested. Notice shall be deemed given: (a) upon receipt if delivered by hand; (b) on the Delivery Day after the day of deposit with a nationally recognized courier service; or (c) on the third Delivery Day after the notice is deposited in the mail. "Delivery Day" means a day other than a Saturday, a Sunday or any other day on which national banking associations are authorized to be closed. Any party may change its address for purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

**11. Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The Tenant and the Landlord agree that the Mortgagee may at any time sell or transfer all or any part of the Liabilities to one or more purchasers, whether or not related to the Mortgagee.

**12. Recording.** The parties hereto agree that this Agreement may be recorded in the public records of the county in which the Property is located.

**13. Counterparts.** This Agreement may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

**14. Captions.** Captions in this Agreement are for convenience of reference only and do not limit the provisions of this Agreement.

**15. Time.** Time is of the essence in this Agreement.

**16. Information Waiver.** The Tenant and the Landlord agree that the Mortgagee may provide any information or knowledge the Mortgagee may have about the Landlord, the Tenant or any matter relating to this Agreement or the Related Documents (as defined in the Mortgage) to JPMorgan Chase & Co., or any of its subsidiaries or affiliates or their successors or to any one or more purchasers or potential purchasers of all or any part of the Liabilities and/or any Related Documents.

**17. Governing Law and Venue.** This Agreement and (unless stated otherwise therein) all Related Documents shall be governed by and construed in accordance with the laws of the State of Illinois (without giving effect to its laws of conflicts). The Landlord and the Tenant agree that any legal action or proceeding with respect to any of their obligations under this Agreement may be brought by the Mortgagee in any state or federal court located in the State of Illinois, as the Mortgagee in its sole discretion may elect. By the execution and delivery of this Agreement, the Landlord and the Tenant submit to and accept, for themselves and in respect of their property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Landlord and the Tenant waive any claim that the State of Illinois is not a convenient forum or the proper venue for any such suit, action or proceeding.

**18. WAIVER OF SPECIAL DAMAGES.** WITH RESPECT TO THIS AGREEMENT AND ALL RELATED DOCUMENTS, THE LANDLORD AND THE TENANT WAIVE, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE MORTGAGEE IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

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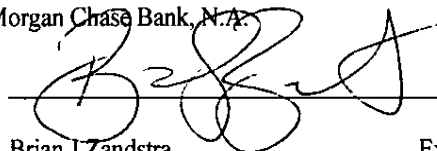
**19. JURY WAIVER.** TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE LANDLORD, THE TENANT AND THE MORTGAGEE (BY THEIR ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) AMONG ANY OF THE LANDLORD, THE TENANT AND/OR THE MORTGAGEE ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE MORTGAGEE TO PROVIDE OR CONTINUE PROVIDING THE FINANCING EVIDENCED BY THE LANDLORD'S DEBT.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year first above written.

**Mortgagee:**

JPMorgan Chase Bank, N.A.

By: \_\_\_\_\_



Brian J Zandstra  
Printed Name

Executive Director  
Title

**Tenant:**

BERMAN OAK LAWN, INC. d/b/a Berman Chrysler Dodge  
Jeep Ram

By: \_\_\_\_\_



Ross Berman  
Printed Name

Vice President  
Title

**Landlord:**

4630 CHI LLC

By: \_\_\_\_\_



Ross Berman  
Printed Name

Vice President  
Title

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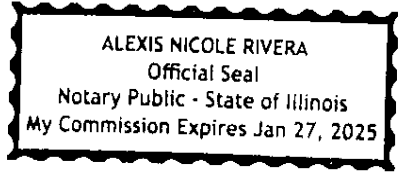
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## ACKNOWLEDGMENT OF LANDLORD

State of ILLINOIS )  
County of LAKE ) ss

This instrument was acknowledged before me on APRIL, 7, 2022 by Ross Berman as Vice President of 4630 CHI LLC.

Alexis Nicole Rivera  
Notary Public, State of Illinois  
[SEAL]



My Commission expires: 01-27-2025

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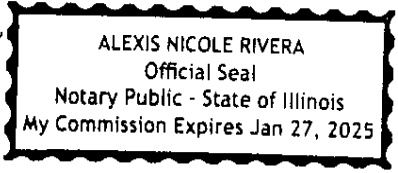
## ACKNOWLEDGMENT OF TENANT

State of ILLINOIS )  
County of LAKE ) ss

This instrument was acknowledged before me on APRIL, 7, 2022 by Ross Berman as Vice President of Berman Oak Lawn Inc.

*Alexis Nicole Rivera*

Notary Public, State of Illinois  
[SEAL]



My Commission expires 01-27-2025

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## ACKNOWLEDGMENT OF MORTGAGEE

State of ILLINOIS )  
County of LAKE ) ss

This instrument was acknowledged before me on APRIL, 7, 2022 by Baron Zandstra as Executive Director of JPMorgan Chase Bank.

*Alexis Nicole Rivera*  
Notary Public, State of Illinois  
[SEAL]



My Commission expires 01-27-2025

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PARCEL 1: THE SOUTH 298 FEET (EXCEPT THE EAST 33 FEET AND EXCEPT THE SOUTH 50 FEET THEREOF) OF THE EAST 11.40 ACRES OF THAT PART OF WEST 1/2 OF SOUTHWEST 1/4 LYING SOUTH OF THE WABASH RAILROAD OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE EAST 11.40 ACRES OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING SOUTH OF THE RIGHT OF WAY OF THE WABASH RAILROAD AND LYING NORTH OF THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF THE EAST 11.40 ACRES OF THAT PART OF THE WEST 1/2 OF SOUTHWEST 1/4 LYING SOUTH OF THE WABASH RAILROAD IN SECTION 3, TOWNSHIP 37 NORTH, RANGE 13 COMMENCING AT A POINT ON THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHWEST 1/4, 298 FEET, NORTH OF THE SOUTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTHWEST 1/4; THENCE NORTH ON THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 A DISTANCE OF 892 FEET; THENCE SOUTHWESTERLY ON A LINE A DISTANCE OF 355.19 FEET TO A POINT ON THE WEST LINE OF EAST 11.40 ACRES OF THAT PART OF THE WEST 1/2 OF SAID SOUTHWEST 1/4 LYING SOUTH OF THE WABASH RAILROAD, SAID POINT BEING 1061.27 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH ON SAID WEST LINE A DISTANCE OF 763.27 FEET THENCE EAST ON A LINE 298 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 331.04 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PORTION TAKEN FOR THE WIDENING OF KENTON AVENUE, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3: THE SOUTH 274 FEET (EXCEPT THE SOUTH 50 FEET THEREOF CONDEMNED FOR WEST 95TH STREET) OF A TRACT OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, HEREINAFTER DESCRIBED, SAID POINT BEING THE SOUTH EAST CORNER OF A CERTAIN TRACT OF LAND DESCRIBED AS FOLLOWS: THAT PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CHICAGO AND STRAWN RAILWAY COMPANY (NOW THE WABASH RAILWAY COMPANY) RIGHT OF WAY EXCEPT THEREFROM THE EAST 11.40 ACRES; THENCE RUNNING NORTH 665.61 FEET; THENCE RUNNING WEST 165.68 FEET; THENCE RUNNING SOUTH 665.44 FEET TO THE SOUTH LINE OF SAID SECTION 3 AFORESAID; THENCE RUNNING EAST 165.68 FEET ON SAID SOUTH LINE OF SAID SECTION, 165.96 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SOUTHWEST QUARTER;  
THENCE SOUTH 88 DEGREES 03 MINUTES 41 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 33.00 FEET TO THE WEST LINE OF S. KENTON AVENUE; THENCE NORTH 1 DEGREE 58 MINUTES 41 SECONDS WEST, ALONG SAID WEST LINE, 298 FEET TO A POINT OF BEGINNING ON THE NORTH LINE OF THE SOUTH 298.00 FEET OF SAID SOUTHWEST QUARTER;  
THENCE SOUTH 88 DEGREES 03 MINUTES 41 SECONDS WEST, ALONG SAID NORTH LINE, 298.13 FEET;  
THENCE SOUTH 1 DEGREE 58 MINUTES 41 SECONDS EAST 24.00 FEET TO THE NORTH LINE OF THE SOUTH 274.00 FEET OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 03 MINUTES 41 SECONDS WEST, ALONG SAID NORTH LINE, 165.84 FEET; THENCE SOUTH 1 DEGREE 57 MINUTES 10 SECONDS EAST 24.00 FEET TO THE NORTH LINE OF THE SOUTH 250.00 FEET OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 03 MINUTES 41 SECONDS WEST, ALONG SAID NORTH LINE,

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166.27 FEET TO WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH 1 DEGREE 54 MINUTES 15 SECONDS WEST, ALONG SAID WEST LINE, 382.27 FEET TO THE SOUTH LINE OF THE NORTH 33.00 FEET OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER, SAID LINE BEING ALSO THE SOUTH LINE OF W. 94TH STREET; THENCE NORTH 87 DEGREES 59 MINUTES 32 SECONDS EAST, ALONG SAID SOUTH LINE, 312.66 FEET; THENCE SOUTH 1 DEGREE 58 MINUTES 31 SECONDS EAST 115.76 FEET; THENCE SOUTH 20 DEGREES 43 MINUTES 32 SECONDS EAST 83.68 FEET; THENCE NORTH 88 DEGREES 11 MINUTES 02 SECONDS EAST 92.14 FEET TO A POINT ON A CURVE; THENCE EASTERLY, ALONG A CURVE, CONVEX TO THE SOUTH AND HAVING A RADIUS OF 64.00 FEET AND A 31.71 FOOT CHORD BEARING NORTH 88 DEGREES 11 MINUTES 02 SECONDS EAST AN ARC DISTANCE OF 32.05 FEET; THENCE NORTH 88 DEGREES 11 MINUTES 02 SECONDS EAST 166.36 FEET TO AFORESAID WEST LINE OF S. KENTON AVENUE; THENCE SOUTH 1 DEGREE 58 MINUTES 41 SECONDS EAST, ALONG SAID WEST LINE, 139.05 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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