

UNOFFICIAL COPY

Doc#: 2214720312 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 05/27/2022 12:13 PM Pg: 1 of 16

Mail To
Freedom Title Corporation
2000 W ATT Center Dr., Ste C205
Hoffman Estates, IL 60192

FR6719933/34

1/2

THIS INSTRUMENT PREPARED BY

Adrian Tabangay, Esq.
Maurides Foley Tabangay Turner & Augustin LLC
33 North LaSalle Street, Suite 1910
Chicago, Illinois 60602

(Space Above For Recording Use)

SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT (this "Agreement"), made and entered into as of this 21 day of April 2022, by and between LIBERTYVILLE BANK & TRUST COMPANY, N.A., a national banking association ("Lender"), and Sandra Mag Mile, Inc., an Illinois corporation (herein called "Tenant").

WITNESSETH:

WHEREAS, Sandra Mag Mile, Inc., an Illinois corporation, as Tenant, and 535 NORTH MICHIGAN VENTURE, LLC, an Illinois limited liability company, as Landlord (herein called "Landlord"), heretofore entered into a certain Lease Agreement dated December 31, 2016, as amended by Letter Agreement dated December 31, 2016 and Lease Amendment dated June 24, 2020 (herein called the "Lease"; capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Lease) demising to Tenant those certain premises described in the Lease (herein called the "Leased Premises") which premises are a part of the real property and improvements thereon located in the City of Chicago, Cook County, Illinois, legally described in Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, concurrently herewith, (i) Lender and the Landlord are executing the Loan Agreement dated as of April 20, 2022 (as amended, restated, supplemented or otherwise

UNOFFICIAL COPY

modified from time to time, herein called the "Loan Agreement"), and (ii) the Landlord is executing and delivering to Lender: (a) a Mortgage, Assignment of Leases and Rents and Fixture Filing (as amended, restated, supplemented or otherwise modified from time to time, herein called the "First Mortgage") dated as of April 20, 2022, and (b) another Mortgage, Assignment of Leases and Rents and Fixture Filing (as amended, restated, supplemented or otherwise modified from time to time, herein called the "Second Mortgage", and together with the First Mortgage are sometimes hereinafter collectively referred to as the "Mortgages") dated as of April 20, 2022, creating among other interests a mortgage lien upon the Leased Premises as security for certain indebtedness evidenced by certain Promissory Notes by Landlord in favor of Lender in the aggregate principal sum of Twenty Million and No/100 Dollars (\$20,000,000.00), together with any and all advances made thereunder, all interest thereon and any renewals or extensions thereof (as amended, restated, supplemented or otherwise modified from time to time, herein called the "Mortgage Debt"), and more fully described in the Mortgages; and

WHEREAS, as a condition precedent to disbursement of the Mortgage Debt, Lender has required that the Lease and the rights of Tenant thereunder be subordinated and made subject to the lien of the Mortgages upon the terms and conditions hereinafter expressed.

NOW THEREFORE, in consideration of the foregoing premises and of the agreements hereinafter contained, and to induce Lender to disburse the Mortgage Debt, it is agreed as follows:

1. Tenant hereby agrees that the Lease and the rights of Tenant in, to or under the Lease, shall be and remain in all respects and for all purposes, subject, subordinate and junior in right and interest to the lien of the Mortgages and to the right and interest of the holder of the Mortgage Debt secured thereby whether now or hereafter outstanding, as fully and with the same effect as if the Mortgages had been duly executed, acknowledged, delivered and recorded by the record owner of the Leased Premises so as to constitute a first lien of record and second lien of record, and as if the Mortgage Debt had been fully disbursed prior to the execution and delivery of the Lease. Tenant acknowledges and consents to the assignment of the Lease by Landlord in favor of Lender.

2. In the event of foreclosure of any of the Mortgages or sale in lieu of foreclosure or other suit or proceeding under or pursuant to any of the Mortgages or consequent upon an event of default thereunder, Lender hereby agrees that so long as Tenant, its successors, assigns and sublessees, shall not be in default under the provisions of the Lease or this Agreement, and so long as Tenant has not amended the Lease without Lender's prior written consent:

(a) The Lease shall remain in full force and effect without impairment of any of the rights of the Tenant thereunder, including the Tenant's continued right to possession of the Leased Premises during the Term of the Lease and any extension thereof, except as modified by this Agreement; and the Lease shall continue with the same force and effect as if Lender, as landlord, and Tenant, as tenant, had entered into a lease as of the date Lender takes possession of the Leased Premises containing the same terms, conditions and covenants as contained in the Lease; provided that the following provisions of the Lease shall not be binding on Lender: any option to purchase; and any right of first refusal.

(b) Lender will not make the Tenant under the Lease a party to any such proceeding and the same shall not affect the rights of the Tenant under the Lease. Any purchaser of the Leased

UNOFFICIAL COPY

Premises pursuant to any such proceedings or deed in lieu of foreclosure shall take the Leased Premises subject to the Lease and shall be bound by all of its covenants as though the purchaser were the original Landlord; provided, however, that said purchaser shall in no way be liable or responsible for any alleged default by the Landlord under the Lease pertaining to any period prior to the time that purchaser acquires legal title to or possession of the Leased Premises.

3. From and after the date that Lender takes possession of the Leased Premises, or upon any foreclosure sale or conveyance in lieu thereof, and if the Tenant's right of possession has been preserved as hereinabove provided, Tenant will attorn to Lender (or the purchaser at foreclosure sale or grantee pursuant to deed in lieu of foreclosure; and for the purposes hereof, the term "Lender" shall include such purchaser or grantee) and Lender will accept such attornment; Tenant shall pay to Lender all rental payments required to be made by Tenant pursuant to the terms of the Lease for the duration of the term of the Lease; and Tenant shall be bound to Lender in accordance with all of the provisions of the Lease for the balance of the term thereof. Such attornment is to be effective and self-operative without the execution of any further instrument immediately upon Lender succeeding to Landlord's interest in the Lease and giving written notice thereof. Subject to Section 2(a) hereof, Lender will have the same obligations as Landlord had or would have had if Lender had not taken possession of the Leased Premises and the same remedies by entry, action or otherwise for the nonperformance of any agreement contained in the Lease for the recovery of rent, for the commission of any waste or for any forfeiture, as the Landlord had or would have had. From and after the time of such attornment and subject to Section 2(a) hereof, Tenant shall have the same remedies against the Lender for the breach of any covenant or agreement contained in the Lease that Tenant might have had against the Landlord; provided that, the Lender shall not be (i) liable for any prior act or omission of Landlord; (ii) subject to any offsets or defenses which Tenant might have against Landlord; (iii) liable for more than one (1) month's rent or additional rent which Tenant might have paid in advance to the Landlord; or (iv) liable for the return of any security deposit or other deposit which was not delivered to Lender.

4. Lender shall not be bound by any amendment, restatement, supplement or other modification of the Lease unless Lender has given its consent thereon in writing.

5. Tenant (a) acknowledges that Landlord will cause Lender to be designated as the loss payee in respect of each of Landlord's property, business income and/or rental income interruption insurance policies and (b) hereby waives any and all right, title, interest and/or claim to any proceeds of any such property, business income and/or interruption insurance policy.

6. Tenant will notify Lender in writing concurrently with any notice given to Landlord of any default by Landlord under the Lease, and Tenant agrees that Lender has the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below and Tenant will not declare a default of the Lease, as to Lender, if Lender cures such default prior to the expiration of the time period provided in the Lease for the cure thereof by Landlord; provided however, that if such default cannot with diligence be cured by Lender within such period, such period shall be extended for such period of time during which Lender continues to pursue such cure with diligence.

7. Tenant will make no payments or prepayments of rent more than one (1) month in advance of the time when the same become due under the Lease.

UNOFFICIAL COPY

8. Upon receipt by Tenant of written notice from Lender that Lender has elected to terminate the license granted to Landlord to collect rents, as provided in the Mortgages, and directing the payment of rents by Tenant to Lender, Tenant shall comply with such direction to pay and shall not be required to determine whether Landlord is in default under any of the Mortgages and/or Mortgage Debt.

9. This Agreement shall constitute acknowledgment by Tenant of notice of the existence of the Mortgages as a mortgage lien upon the Leased Premises and of the name and address of Lender as mortgagee. Upon assignment by Lender of its interest as mortgagee under any of the Mortgages, all rights of Lender shall immediately inure to its assignee, provided that Lender shall give notice of such assignment to Tenant within thirty (30) days after any such assignment. If Lender, by succeeding to the interest of Landlord under the Lease, should become obligated to perform the covenants of Landlord thereunder, then, upon any further transfer of Landlord's interest by Lender, all of such obligations shall terminate as to Lender. Landlord, Tenant and Lender agree that the fee (or ground leasehold) title to the Property and the leasehold estate created by the Lease shall not merge but shall remain separate and distinct, notwithstanding the unification of said estates in Landlord, Tenant, Lender or any third party by purchase, assignment or otherwise. Tenant and Landlord acknowledge that Lender shall rely on this Agreement in connection with the making of loans to Landlord. Tenant and Landlord represent and warrant to Lender that the Lease is in good standing, and in full force and effect, without any modification or amendment as of the date hereof.

10. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument. This Agreement may not be modified other than by an agreement in writing signed by the parties hereto or their respective successors. This Agreement shall be governed by and construed under the laws of the State in which the Property is located.

12. All rights of Lender herein to collect rents on behalf of Landlord under the Lease are cumulative and shall be in addition to any and all other rights and remedies provided by law and by other agreements between Lender and Landlord. In the event any legal action or proceeding is commenced to interpret or enforce, the terms of, or obligations arising out of this Agreement, or to recover damages for the breach thereof; the party prevailing in any such action or proceeding shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs and expenses incurred by the prevailing party as shall be plead and proven by such party and awarded by a court of competent jurisdiction.

13. All notices and other communications that are required or permitted to be given to a party under this Agreement shall be in writing and shall be sent to such party, either by personal delivery, by overnight delivery service, by certified first class mail, return receipt requested, or by email, to the address or email address below. All such notices and communications shall be effective upon

UNOFFICIAL COPY

receipt of such delivery or email transmission. The addresses and email addresses of the parties shall be:

Tenant:

Pandora Jewelry
Sandra Holdings LLC
1701 E. Woodfield Rd. Ste 725
Schaumburg, IL 60173
Email: kluskin@pandora-sh.com

Lender:

LIBERTYVILLE BANK & TRUST
COMPANY, N.A.
Attn: Javier Nunez
507 N. Milwaukee Ave.
Libertyville, IL 60048
Email: jnunez@libertyvillebank.com

[Signature Page Follows]

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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

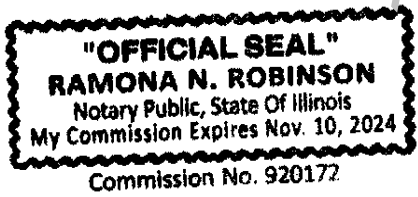
Lender:

LIBERTYVILLE BANK & TRUST COMPANY, N.A.

By: [Signature]
Name: Josue A. Nunez
Title: Senior Vice President

STATE OF Illinois)
COUNTY OF Lake) ss

This instrument was acknowledged before me on the 25th day of April, 2022, by Javier Nunez, as SVP of LIBERTYVILLE BANK & TRUST COMPANY, N.A.



[Signature]
Notary Public
Lake County, Illinois
My Commission Expires: Nov 10, 2024
Acting in the County of: Lake

TOP SECRET
Cook County Clerk's Office

UNOFFICIAL COPY

Tenant:

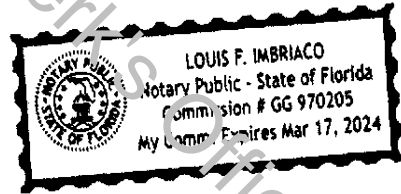
Sandra Mag Mile, Inc., an Illinois corporation

By: Kenny Lusk
Name: Kenny Lusk
Title: CEO

STATE OF FLORIDA)
COUNTY OF BROWARD) ss

This instrument was acknowledged before me on the 20 day of April, 2022, by Kenny Lusk as CEO of SANDRA MAG MILE INC.

Louis F. Imbriaco
Notary Public, State of FLORIDA
My Commission Expires: 3/17/24



UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 7 IN ASSESSOR'S DIVISION OF THE SOUTH 1/2 AND THE EAST 103 FEET OF THE NORTH 1/2 OF BLOCK 21 IN KINZIE'S ADDITION TO FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 8 AND 9 IN ASSESSOR'S DIVISION OF THE SOUTH 1/2 AND THE EAST 103 FEET OF THE NORTH 1/2 OF BLOCK 21 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 7 IN W. L. NEWBERRY'S SUBDIVISION OF THE NORTH 118 FEET OF THIS WEST 200 FEET OF BLOCK 21 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE TRIANGULAR SHAPED PART OF THE EAST AND WEST PUBLIC ALLEY LYING WEST OF AND ADJOINING THE EAST LINE OF LOT 7, EXTENDED SOUTH, TO ITS INTERSECTION WITH THE SOUTH LINE OF LOT 7. EXTENDED EAST, IN SAID NEWBERRY'S SUBDIVISION, BEING THAT PORTION OF SAID ALLEY VACATED BY ORDINANCE PASSED OCTOBER 11, 1961 AND RECORDED NOVEMBER 1, 1961 AS DOCUMENT 18318484, ALL IN COOK COUNTY, ILLINOIS.

LESS THAT PORTION LEGALLY DESCRIBED AS FOLLOWS:

PARCEL A:

THAT PART OF THE FOLLOWING DESCRIBED AREA AND SPACE LYING ABOVE A HORIZONTAL PLANE (BEING THE FLOOR OF THE THIRD FLOOR), WHICH HAS AN ELEVATION OF 51.83 FEET WITH RELATION TO CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE (BEING THE ROOF OF THE PENTHOUSE) WHICH HAS AN ELEVATION OF 347.46 FEET WITH RELATION TO CHICAGO CITY DATUM TO WIT: AN AREA AND SPACE INCLUDING A PORTION OF A 33 STORY BUILDING WITH PENTHOUSE, BASEMENT AND SECOND BASEMENT DESCRIBED AS THE SOUTH 68 FEET OF LOTS 7, 8 AND 9 IN THE ASSESSOR'S DIVISION OF THE SOUTH 1/2 AND THE EAST 100 FEET OF THE NORTH 1/2 OF BLOCK 21 IN KINZIE'S

UNOFFICIAL COPY

ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL B:

THAT PART OF THE FOLLOWING DESCRIBED AREA AND SPACE LYING ABOVE A HORIZONTAL PLANE(BEING THE FLOOR OF THE FIRST FLOOR) WHICH HAS AN ELEVATION OF 23.90 FEET WITH RELATION TO CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE (BEING THE CEILING OF THE FIRST FLOOR) WHICH HAS AN ELEVATION OF 36.25 FEET WITH RELATION TO CHICAGO CITY DATUM TO WIT: A PORTION OF A 33 STORY BUILDING WITH BASEMENT AND SECOND BASEMENT DESCRIBED AS COMMENCING AT THE NORTH EAST CORNER OF LOT 7 IN THE ASSESSORS DIVISION OF THE SOUTH 1/2 AND THE EAST 100 FEET OF THE NORTH 1/2 OF BLOCK 21 OF KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 7, 54.5 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF LOTS 7, 8 AND 9 IN THE AFORESAID SUBDIVISION 85.42 FEET TO THE POINT OF BEGINNING OF THE AREA HEREIN DESCRIBED; THENCE CONTINUING WEST ALONG SAID PARALLEL LINE 29.50 FEET TO A POINT; THENCE NORTH 4.83 FEET TO A POINT; THENCE EAST 0.95 OF A FOOT TO A POINT; THENCE NORTH 3.93 FEET TO A POINT; THENCE WEST 41 FEET TO A POINT; THENCE SOUTH 37.14 FEET TO A POINT; THENCE WEST 0.80 OF A FOOT TO A POINT; THENCE SOUTH 4.28 FEET TO A POINT; THENCE EAST 70.35 FEET TO A POINT; THENCE NORTH 32.66 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF THE FOLLOWING DESCRIBED AREA AND SPACE LYING ABOVE A HORIZONTAL PLANE(BEING THE CEILING OF THE FIRST BASEMENT) WHICH HAS AN ELEVATION OF 23.02 FEET WITH RELATION TO CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE (BEING THE FLOOR OF THE FIRST FLOOR) WHICH HAS AN ELEVATION OF 23.90 FEET WITH RELATION TO CHICAGO CITY DATUM TO WIT:

A PORTION OF A 33 STORY BUILDING WITH BASEMENT AND SECOND BASEMENT DESCRIBED AS COMMENCING AT THE NORTH EAST CORNER OF LOT 7 IN THE ASSESSOR'S DIVISION OF THE SOUTH 1/2 AND THE EAST 100 FEET OF THE NORTH 1/2 OF BLOCK 21 OF KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 7, 54.5 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF LOTS 7, 8 AND 9 IN THE AFORESAID SUBDIVISION 85.60 FEET TO THE POINT OF BEGINNING OF THE AREA HEREIN DESCRIBED; THENCE CONTINUING WEST ALONG SAID PARALLEL LINE 28.67 FEET TO A POINT; THENCE SOUTH 8 FEET TO A POINT;

UNOFFICIAL COPY

THENCE EAST 28.67 FEET TO A POINT; THENCE NORTH 8 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO;

THAT PART OF THE FOLLOWING DESCRIBED AREA AND SPACE LYING ABOVE A HORIZONTAL PLANE(BEING THE CEILING OF THE FIRST BASEMENT) WHICH HAS AN ELEVATION OF 23.02 FEET WITH RELATION TO CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE (BEING THE FLOOR OF THE FIRST FLOOR) WHICH HAS AN ELEVATION OF 23.90 FEET WITH RELATION TO CHICAGO CITY DATUM TO WIT:

A PORTION OF A 33 STORY BUILDING WITH BASEMENT AND SECOND BASEMENT DESCRIBED AS COMMENCING AT THE NORTH EAST CORNER OF LOT 7 IN THE ASSESSOR'S DIVISION OF THE SOUTH 1/2 AND THE EAST 100 FEET OF THE NORTH 1/2 OF BLOCK 21 OF KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 7 77.5 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF LOTS 7, 8 AND 9 IN THE AFORESAID SUBDIVISION 85.60 FEET TO THE POINT OF BEGINNING OF THE AREA HEREIN DESCRIBED; THENCE CONTINUING WEST ALONG SAID PARALLEL LINE 28.67 FEET TO A POINT; THENCE NORTH 8.00 FEET TO A POINT; THENCE EAST 28.67 FEET TO A POINT; THENCE SOUTH 8 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL C:

THAT PART OF THE FOLLOWING DESCRIBED AREA AND SPACE LYING ABOVE A HORIZONTAL PLANE(BEING THE CEILING OF THE FIRST FLOOR) WHICH HAS AN ELEVATION OF 36.25 FEET WITH RELATION TO CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE (BEING THE FLOOR OF THE THIRD FLOOR) WHICH HAS AN ELEVATION OF 51.83 FEET WITH RELATION TO CHICAGO CITY DATUM TO WIT:

A PORTION OF A 33 STORY BUILDING WITH BASEMENT AND SECOND BASEMENT DESCRIBED AS COMMENCING AT THE NORTH EAST CORNER OF LOT 7 IN THE ASSESSOR'S DIVISION OF THE SOUTH 1/2 AND THE EAST 100 FEET OF THE NORTH 1/2 OF BLOCK 21 OF KINZIE'S ADDITION OF CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 7, 54.5 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF LOTS 7, 8 AND 9 IN THE AFORESAID SUBDIVISION 85.60 FEET TO THE POINT OF BEGINNING OF THE AREA HEREIN DESCRIBED; THENCE CONTINUING WEST ALONG SAID PARALLEL LINE 28.67 FEET TO A POINT; THENCE SOUTH 8.00 FEET TO A POINT; THENCE EAST 28.67 FEET TO A POINT; THENCE NORTH 8.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

ALSO:

THAT PART OF THE FOLLOWING DESCRIBED AREA AND SPACE LYING ABOVE A HORIZONTAL PLANE(BEING THE CEILING OF THE FIRST FLOOR) WHICH HAS AN ELEVATION OF 36.25 FEET WITH RELATION TO CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE (BEING THE FLOOR OF THE THIRD FLOOR) WHICH HAS AN ELEVATION OF 51.83 FEET WITH RELATION TO CHICAGO CITY DATUM TO WIT:

A PORTION OF A 33 STORY BUILDING WITH BASEMENT AND SECOND BASEMENT DESCRIBED AS COMMENCING AT THE NORTH EAST CORNER OF LOT 7 IN THE ASSESSOR'S DIVISION OF THE SOUTH 1/2 AND THE EAST 100 FEET OF THE NORTH 1/2 OF BLOCK 21 OF KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 7, 77.5 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF LOTS 7, 8 AND 9 IN THE AFORESAID SUBDIVISION 85.60 FEET TO THE POINT OF BEGINNING OF THE AREA HEREIN DESCRIBED; THENCE CONTINUING WEST ALONG SAID PARALLEL LINE 28.67 FEET TO A POINT; THENCE NORTH 8.00 FEET TO A POINT; THENCE EAST 28.67 FEET TO A POINT; THENCE SOUTH 8 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL D:

THAT PART OF THE FOLLOWING DESCRIBED AREA AND SPACE LYING ABOVE A HORIZONTAL PLANE(BEING THE FLOOR OF THE FIRST BASEMENT) WHICH HAS AN ELEVATION OF 14.89 FEET WITH RELATION TO CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE (BEING THE CEILING OF THE FIRST BASEMENT) WHICH HAS AN ELEVATION OF 23.02 FEET WITH RELATION TO CHICAGO CITY DATUM TO WIT: A PORTION OF A 33 STORY BUILDING WITH BASEMENT AND SECOND BASEMENT DESCRIBED AS COMMENCING AT THE NORTH EAST CORNER OF LOT 7 IN THE ASSESSOR'S DIVISION OF THE SOUTH 1/2 AND THE EAST 100 FEET OF THE NORTH 1/2 OF KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 7, 54.5 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF LOTS 7, 8 AND 9 IN THE AFORESAID SUBDIVISION 28.48 FEET TO THE POINT OF BEGINNING OF THE AREA HEREIN DESCRIBED; THENCE CONTINUING WEST ALONG SAID PARALLEL LINE 30.19 FEET TO A POINT; THENCE SOUTH 7.55 FEET TO A POINT; THENCE WEST 13.42 FEET TO A POINT; THENCE NORTH 5.52 FEET TO A POINT; THENCE EAST 1.37 FEET TO A POINT; THENCE NORTH 2.03 FEET TO A POINT; THENCE WEST 7.15 FEET TO A POINT; THENCE SOUTH 7.55 FEET TO A POINT; THENCE WEST 7.58 FEET TO A POINT; THENCE NORTH 7.55 FEET TO A POINT; THENCE WEST 114.43 FEET TO A POINT; THENCE SOUTH 44.86 FEET TO A POINT; THENCE EAST 1.55 FEET TO A POINT; THENCE

UNOFFICIAL COPY

NORTH 1.23 FEET TO A POINT; THENCE EAST 126.78 FEET TO A POINT; THENCE NORTH EAST ALONG A LINE FORMING AN ANGLE OF 45 DEGREES OF THE LEFT WITH THE LAST DESCRIBED COURSE 2.03 FEET TO A POINT THENCE NORTH WEST ALONG A LINE FORMING AN ANGLE OF 90 DEGREES TO THE LEFT WITH THE LAST DESCRIBED COURSE 1.60 FEET TO A POINT; THENCE NORTH ALONG A LINE FORMING AN ANGLE OF 45 DEGREES TO THE RIGHT WITH THE LAST DESCRIBED COURSE 18.10 FEET TO A POINT; THENCE EAST 0.52 OF A FOOT TO A POINT; THENCE NORTH 2 FEET TO A POINT; THENCE WEST 0.52 OF A FOOT TO A POINT; THENCE NORTH 5.09 FEET TO A POINT; THENCE EAST 34.55 FEET TO A POINT; THENCE SOUTH 4.76 FEET TO A POINT; THENCE EAST 7.52 FEET TO A POINT; THENCE NORTH 18.65 FEET TO A POINT; THENCE EAST 0.73 OF A FOOT TO A POINT; THENCE NORTH 2 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO:

THAT PART OF THE FOLLOWING DESCRIBED AREA AND SPACE LYING ABOVE A HORIZONTAL PLANE (BEING THE PLANE OF A STAIR LANDING) WHICH HAS AN ELEVATION OF 11.42 FEET WITH RELATION TO CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE (BEING THE CEILING OF THE FIRST BASEMENT) WHICH HAS AN ELEVATION OF 23.02 FEET WITH RELATION TO CHICAGO CITY DATUM TO WIT: A PORTION OF A 33 STORY BUILDING WITH BASEMENT AND SECOND BASEMENT DESCRIBED AS COMMENCING AT THE NORTH EAST CORNER OF LOT 7 IN THE ASSESSOR'S DIVISION OF THE SOUTH 1/2 AND THE EAST 100 FEET OF THE NORTH 1/2 OF BLOCK 21 OF KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN I THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 7, 77.99 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF LOTS 7, 8, AND 9 IN THE AFORESAID SUBDIVISION 28.48 FEET TO THE POINT OF BEGINNING OF THE AREA HEREIN DESCRIBED; THENCE CONTINUING WEST ALONG SAID PARALLEL LINE 0.66 OF A FOOT TO A POINT THENCE SOUTH 6.52 FEET TO A POINT; THENCE WEST 7.52 FEET TO A POINT THENCE NORTH 9.36 FEET TO A POINT; THENCE EAST 7.52 FEET TO A POINT; THENCE SOUTH 0.33 OF A FOOT TO A POINT; THENCE EAST 0.67 OF A FOOT TO A POINT; THENCE SOUTH 2.51 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO:

THAT PART OF THE FOLLOWING DESCRIBED AREA AND SPACE LYING ABOVE A HORIZONTAL PLANE (BEING THE CEILING OF THE SECOND BASEMENT) WHICH HAS AN ELEVATION OF 14.16 FEET WITH RELATION TO CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE (BEING THE FLOOR OF THE FIRST BASEMENT) WHICH HAS AN ELEVATION OF 14.83 FEET WITH RELATION TO CHICAGO CITY DATUM TO WIT: A PORTION OF A 33 STORY BUILDING WITH BASEMENT AND SECOND BASEMENT DESCRIBED AS COMMENCING AT THE

UNOFFICIAL COPY

NORTH EAST CORNER OF LOT 7 IN THE ASSESSOR'S DIVISION OF THE SOUTH 1/2 AND THE EAST 100 FEET OF THE NORTH 1/2 OF BLOCK 21 OF KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 7, 54.5 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF LOTS 7, 8 AND 9 IN THE AFORESAID SUBDIVISION 85.60 FEET TO THE POINT OF BEGINNING OF THE AREA HEREIN DESCRIBED THENCE CONTINUING WEST ALONG SAID PARALLEL LINE 28.67 FEET TO A POINT; THENCE SOUTH 8 FEET TO A POINT; THENCE EAST 28.67 FEET TO A POINT; THENCE NORTH 8 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO:

THAT PART OF THE FOLLOWING DESCRIBED AREA AND SPACE LYING ABOVE A HORIZONTAL PLANE (BEING THE CEILING OF THE SECOND BASEMENT) WHICH HAS AN ELEVATION OF 14.16 FEET WITH RELATION TO CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE (BEING THE FLOOR OF THE FIRST BASEMENT) WHICH HAS AN ELEVATION OF 14.89 FEET WITH RELATION TO CHICAGO CITY DATUM TO WIT: A PORTION OF A 33 STORY BUILDING WITH BASEMENT AND SECOND BASEMENT DESCRIBED AS COMMENCING AT THE NORTH EAST CORNER OF LOT 7 IN THE ASSESSOR'S DIVISION OF THE SOUTH 1/2 AND THE EAST 100 FEET OF THE NORTH 1/2 OF BLOCK 21 OF KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 7, 77.5 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF LOTS 7, 8 AND 9 IN THE AFORESAID SUBDIVISION 85.60 FEET TO THE POINT OF BEGINNING OF THE AREA HEREIN DESCRIBED; THENCE CONTINUING WEST ALONG SAID PARALLEL LINE 28.67 FEET TO A POINT; THENCE NORTH 8 FEET TO A POINT THENCE EAST 28.67 FEET TO A POINT THENCE SOUTH 8 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL E:

THAT PART OF THE FOLLOWING DESCRIBED AREA AND SPACE LYING ABOVE A HORIZONTAL PLANE (BEING THE FLOOR OF THE SECOND BASEMENT) WHICH HAS AN ELEVATION OF 5.96 FEET WITH RELATION TO CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE (BEING THE CEILING OF THE SECOND BASEMENT) WHICH HAS AN ELEVATION OF 14.16 FEET WITH RELATION TO CHICAGO CITY DATUM TO WIT: A PORTION OF A 33 STORY BUILDING WITH BASEMENT AND SECOND BASEMENT DESCRIBED AS COMMENCING AT THE NORTH EAST CORNER OF LOT 7 IN THE ASSESSOR'S DIVISION OF THE SOUTH 1/2 AND THE EAST 100 FEET OF THE NORTH 1/2 OF BLOCK 21 OF KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

UNOFFICIAL COPY

THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 7, 54.5 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF LOTS 7, 8 AND 9 IN THE AFORESAID SUBDIVISION 41.49 FEET TO THE POINT OF BEGINNING OF THE AREA HEREIN DESCRIBED THENCE CONTINUING WEST ALONG SAID PARALLEL LINE 16.08 FEET TO A POINT; THENCE SOUTH 7.55 FEET TO A POINT; THENCE WEST 12.68 FEET TO A POINT; THENCE NORTH 5.57 FEET TO A POINT; THENCE EAST 0.66 OF A FOOT TO A POINT THENCE NORTH 2.05 FEET TO A POINT; THENCE WEST 7.22 FEET TO A POINT; THENCE SOUTH 7.53 FEET TO A POINT; THENCE WEST 7.68 FEET TO A POINT; THENCE NORTH 7.55 FEET TO A POINT; THENCE WEST 114.31 FEET TO A POINT; THENCE SOUTH 44.85 FEET TO A POINT; THENCE EAST 1.55 FEET TO A POINT; THENCE NORTH 1.23 FEET TO A POINT; THENCE EAST 126.23 FEET TO A POINT; THENCE NORTH 20.62 FEET TO A POINT; THENCE WEST 0.68 OF A FOOT TO A POINT; THENCE NORTH 2 FEET TO A POINT; THENCE EAST 29.54 FEET TO A POINT; THENCE NORTH 19 FEET TO A POINT; THENCE EAST 0.67 OF A FOOT TO A POINT; THENCE NORTH 2 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO:

THAT PART OF THE FOLLOWING DESCRIBED AREA AND SPACE LYING ABOVE A HORIZONTAL PLANE WHICH HAS AN ELEVATION OF 5.81 FEET WITH RELATION TO CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE WHICH HAS AN ELEVATION OF 10.04 FEET WITH RELATION TO CHICAGO CITY DATUM TO WIT: A PORTION OF A 33 STORY BUILDING WITH BASEMENT AND SECOND BASEMENT DESCRIBED AS COMMENCING AT THE NORTH EAST CORNER OF LOT 7 IN THE ASSESSOR'S DIVISION OF THE SOUTH 1/2 AND THE EAST 100 FEET OF THE NORTH 1/2 OF BLOCK 21 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 7, 77.5 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF LOTS 7, 8 AND 9 IN THE AFORESAID SUBDIVISION 41.49 FEET TO THE POINT OF BEGINNING OF THE AREA HEREIN DESCRIBED; THENCE CONTINUING WEST ALONG SAID PARALLEL LINE 0.66 OF A FOOT TO A POINT; THENCE SOUTH 20.62 FEET TO A POINT; THENCE WEST 0.68 OF A FOOT TO A POINT; THENCE NORTH 2 FEET TO A POINT; THENCE EAST 30.20 FEET TO A POINT; THENCE SOUTH 2 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL F:

THAT PART OF THE FOLLOWING DESCRIBED AREA AND SPACE LYING ABOVE A HORIZONTAL PLANE (BEING THE FLOOR OF THE SECOND FLOOR) WHICH HAS AN ELEVATION OF 36.89 FEET WITH RELATION TO CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE WHICH HAS AN ELEVATION OF 45.86 FEET WITH RELATION TO CHICAGO CITY DATUM TO WIT: A PORTION OF A 33 STORY BUILDING WITH BASEMENT AND SECOND BASEMENT DESCRIBED AS

UNOFFICIAL COPY

COMMENCING AT THE NORTH EAST CORNER OF LOT 7 IN ASSESSOR'S DIVISION OF THE SOUTH 1/2 AND THE EAST 100 FEET OF THE NORTH 1/2 OF BLOCK 21 OF KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 7, 54.5 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF LOTS 7, 8 AND 9 IN THE AFORESAID SUBDIVISION 121.87 FEET TO THE POINT OF BEGINNING OF THE AREA HEREIN DESCRIBED; THENCE CONTINUING WEST ALONG SAID PARALLEL LINE 6.82 FEET TO A POINT; THENCE NORTH 3.30 FEET TO A POINT; THENCE WEST 12.13 FEET TO A POINT; THENCE NORTH 15.60 FEET TO A POINT; THENCE EAST 11.30 FEET TO A POINT; THENCE SOUTH EAST ALONG A LINE FORMING AN ANGLE OF 45 DEGREES TO THE RIGHT WITH THE LAST DESCRIBED COURSE 1.65 FEET TO A POINT; THENCE NORTH EAST ALONG A LINE FORMING AN ANGLE OF 90 DEGREES WITH THE LAST DESCRIBED COURSE 1.65 FEET TO A POINT; THENCE EAST 4.88 FEET TO A POINT; THENCE SOUTH 18.90 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

535-541 N. MICHIGAN AVENUE, CHICAGO, IL 60611

17-10-122-003-0000

17-10-122-021-0000

17-10-122-024-0000