

# UNOFFICIAL COPY

Doc#. 2215806155 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 06/07/2022 12:34 PM Pg: 1 of 14

**THIS INSTRUMENT IS  
PREPARED BY AND WHEN  
RECORDED RETURN TO:**

Norene Napper, Esq.  
Winstead PC  
500 Winstead Building  
2728 N. Harwood Street  
Dallas, Texas 75201

Permanent Tax Identification Number(s): 19-18-301-015-0000, 19-18-301-016-0000, 19-18-301-020-0000, 19-18-301-022-0000, 19-18-301-023-0000  
Street Address: 5959 S. Harlem Avenue, Chicago, Illinois 60638

TO BE RECORDED IN THE  
MORTGAGE RECORDS OF  
COOK COUNTY, ILLINOIS

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## SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT

**DATE:** June 3, 2022

**PARTIES:** **HAYES COMMERCIAL, LLC**, a Delaware limited liability company, whose address is c/o TJM Capital Partners, LLC 1230 N. State Parkway, Suite 11A, Chicago, Illinois 60610 ("**Lessee**"), **SABAL CAPITAL II, LLC**, a Delaware limited liability company, whose address is 465 North Halstead Street, Suite 105, Pasadena, California 91107 ("**Lender**").

**RECITALS:**

A. Lender has made a loan to **MILBURN HAYES LLC**, a Delaware limited liability company ("**Borrower**" or "**Landlord**"), in the principal amount of \$9,030,000.00 (the "**Loan**").

B. As security, in part, for repayment of the Loan and performance of Borrower's obligations to Lender, Borrower has executed and delivered to Lender, among other things, that certain Mortgage and Security Agreement, dated June 3, 2022, wherein Lender is mortgagee, which will be recorded contemporaneously with this Agreement (the "**Security Instrument**"), granting to Lender a lien on the real property described in **Exhibit A** attached hereto and made a part hereof by this reference (the "**Property**").

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C. Lessee has an interest in the Property by virtue of that certain Lease Agreement (the “**Lease**”) made by and between Lessee, Hayes Services, LLC, a Delaware limited liability company, and Borrower, as lessor, dated June 3, 2022, covering the Property and improvements thereon and it is a condition precedent to Lessee entering into the Lease with Borrower that Lender and Borrower enter into this Agreement with Lessee.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Subordination, Non-Disturbance and Attornment Agreement (this “**Agreement**”), the parties agree as follows:

## **AGREEMENTS:**

1. **Subordination.** Lessee hereby completely and unconditionally subjects and subordinates any and all right, title, liens, claims, and interest it now has or hereafter acquires in and to the Property whether pursuant to the Lease or otherwise to Lender’s liens on and claims against the Property. Lessee agrees that its subordination hereunder shall apply to the full extent of all principal advanced under the Loan, together with all accrued and accruing interest, and together with all other amounts secured by the Security Instrument, including without limitation, all attorneys’ fees and costs incurred by Lender in connection with the Loan or the Property. Lessee hereby agrees that the Security Instrument and any and all claims or liens hereafter acquired by Lender in and to the Property are prior and superior to any and all right, title, claims, liens, or interest now held or hereafter acquired by Lessee in and to the Property. This subordination shall extend to any and all increases, renewals, extensions, modifications, substitutions, and consolidations of the Security Instrument, of the Loan, and of any other documents securing the Loan, and Lender may, without notice or demand and without affecting the subordination hereunder, (a) renew, compromise, extend, accelerate, or otherwise change the time for payment of or otherwise change the terms of the Loan or any part thereof, including, without limitation, increases or decreases in the principal amount of the Loan and the interest rate thereon, (b) waive or release any part of its lien on the Property, (c) apply proceeds from the sale of the Property and direct the order or manner of sale thereof as Lender, in its discretion, may determine, and (d) assign its rights hereunder or under the Loan, or both, in whole or in part. Lessee further declares, agrees and acknowledges that, in making disbursements of the Loan, Lender has no obligation or duty to, nor has Lender represented that it will, see to the application of such Loan proceeds by the person or persons to whom they are disbursed by Lender, and any application or use of such proceeds for purposes other than those provided for in connection with the Loan shall not defeat the subordination made in this Agreement, in whole or in part.

2. **Reliance.** Lessee acknowledges that the Loan and/or advances thereof would not have been made by Lender without the giving of this Agreement by Lessee and further acknowledges that Lender is relying upon this Agreement in making the Loan and/or advances thereof to Borrower. Borrower acknowledges that Lessee would not have entered into the Lease with Borrower without the giving of this Agreement by Lender and Borrower, and Borrower further acknowledges that Lessee is relying upon this Agreement in entering into the Lease with Borrower.

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3. **Transfer of Lease**. Any transfer or encumbrance of the Lease or Lessee's interest therein shall be subject to the terms of this Agreement. Lessee hereby agrees to notify any purchaser, assignee, or encumbrancer of the Lease of the terms of this Agreement.

4. **Representations and Warranties**. Lessee represents and warrants to Lender on the date hereof that:

(a) The Lease is a commercial lease, is in full force and effect, and has not been amended or modified in any way; and there are no documents or written agreements between Lessee and Borrower with respect to the Lease, except those disclosed herein;

(b) Lessee's interests under the Lease have not been assigned or transferred, whether for purposes of security or otherwise, and Lessee has all the requisite power and authority to enter into this Agreement with Lender;

(c) Lessee has prepaid no rent except as specifically set forth in the Lease; and

(d) To the best of Lessee's knowledge, no uncured event of default or breach on the part of Borrower or Lessee has occurred under the Lease, and no event has occurred which gives Lessee the right to terminate the Lease or otherwise claim defenses, offsets or damages.

5. **Covenants**. Lessee covenants and agrees that:

(a) Lessee will not pay any installment of rent or any part thereof more than one (1) month prior to the due date of such installment unless required to do so under the Lease;

(b) During the term of the Loan, no amendment or modification of the Lease shall be of any force or effect unless Lender has specifically consented thereto in writing, which such consent shall not be unreasonably withheld or delayed;

(c) Lender may enter upon the Property and inspect the same at any reasonable time and upon prior written notice to Lessee; and

(d) Lessee will at any time and from time to time execute, deliver, and acknowledge to Lender or to any third party designated by Lender, within ten (10) days following Lender's written request therefor, estoppel certificates executed by Lessee, certifying (if such is the case) that the Lease is in full force and effect, that Borrower is not in default thereunder (or specifying any defaults by Borrower which Lessee alleges), that rent has not been prepaid more than one (1) month in advance (unless required to do so under the Lease), and specifying any further information about the Lease or the Property which Lender or said third party may reasonably request.

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6. **Defaults**. Lessee covenants and agrees to give Lender a copy of any notice of default under the Lease served upon the Borrower as landlord. However, failure to give such notice to Lender shall in no way whatsoever alter or affect Lessee's rights and remedies against Borrower for any defaults by Borrower and shall not subject Lessee to any liability to Lender; provided, however, in the event that Lessee fails to give such notice to Lender, Lender shall have the cure rights described in the next sentence but the time periods for completion of such cure rights described therein shall not apply until Lessee provides such notice of default. Lessee further covenants and agrees that if Borrower shall have failed to cure such default within the time provided for in the Lease then Lender shall have an additional thirty (30) days to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) days Lender has commenced and is diligently pursuing the remedies necessary to cure such a default (including, but not limited to, commencement of foreclosure proceeding if necessary to effect such cure), in which event the Lease shall not be terminated while such remedies are being so diligently pursued, provided that such cure is completed within ninety (90) days from the date of such notice of default received by Lender. Lessee agrees that the correction of any such default by Lender shall have the same effect and be treated as a correction by Borrower.

7. **Attornment**. If the interests of Borrower shall be transferred by reason of foreclosure or exercise of power of sale or other proceeding for enforcement of the Security Instrument, or by reason of a deed in lieu of foreclosure, (i) Lessee shall be bound to the person acquiring the interests of landlord (the "**Purchaser**") under all of the terms, covenants, and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if the Purchaser were the lessor under the Lease, and (ii) such Purchaser shall assume the obligations of Borrower under the Lease arising from and after Purchaser's acquisition of title to the Property and shall be bound to Lessee under all of the terms, covenants, and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease until assigned or otherwise transferred to a new Purchaser, with the same force and effect as if the Purchaser were the lessor under the Lease. Lessee does hereby attorn to the Purchaser, including Lender, if it is the Purchaser, as its landlord, said attornment to be effective and self-operative without the execution of any further instruments upon Purchaser succeeding to the interest of the landlord under the Lease.

8. **Non-Disturbance**. So long as the Lease has not been terminated in accordance with the terms and conditions thereof, and Lessee is not in default beyond any applicable notice and cure period in the payment of rent or in the performance of any of the terms, covenants, or conditions of the Lease on Lessee's part to be performed, Lessee's rights and privileges under the Lease shall not be diminished, disturbed, modified or interfered with by Lender in the exercise of any of its rights under the Loan or the Security Instrument during the term of the Lease or any extension or renewal of such Lease. So long as, at the time of any foreclosure or exercise of power of sale or other proceeding for enforcement of the Security Instrument, or by reason of a deed in lieu of foreclosure or any other proceeding to terminate Borrower's interest in the Property, the Lease is in full force and effect and Lessee is not then in

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default beyond any applicable notice and cure period in the payment of rent or in the performance of any of the terms, covenants, or conditions of the Lease on Lessee's part to be performed: (i) Lessee's possession of the Property and Lessee's rights and privileges under the Lease, or any extensions or renewals thereof, shall not be terminated, disturbed or interfered with by Lender in the exercise of any of its rights under the Loan or the Security Instrument, (ii) Lender will not join or name Lessee as a party in any action or proceeding under the Loan or Security Instrument or for the purpose of terminating Lessee's interest and estate under the Lease (unless required by applicable law) and (iii) if Lender shall succeed to the interest of Borrower under the Lease in any manner, or if any Purchaser acquires the Property upon any foreclosure of the Security Instrument or any trustee's sale under the Security Instrument or otherwise, the Lease shall continue as a direct lease between Lessee and Lender or such Purchaser on all the terms and conditions of the Lease, subject to the terms and conditions of this Agreement, said attornment to be effective and self-operative without the execution of any further instruments upon Lender or Purchaser succeeding to the interest of the landlord under the Lease. The non-disturbance covenants set forth herein are to be effective and self-operative without the execution of any further instruments upon Lender or Purchaser succeeding to the interest of the landlord under the Lease.

9. **Direct Payment.** Lessee agrees that upon receipt of written request therefor by Lender, rental payments will be made directly to Lender or its order at such place as Lender shall direct. Borrower hereby authorizes Lessee to accept such request from Lender and waives all claims against Lessee for any sums so paid at Lender's request and direction.

10. **Liability of Lender.** Notwithstanding anything to the contrary contained in this Agreement, Lender and its successors and assigns shall not, by virtue of this Agreement, be or become subject to any liability or obligation to Lessee under the Lease or otherwise, unless Lender or its successors and assigns shall obtain title to the Property, by foreclosure or otherwise; provided, however, that Lessee shall, from and after the succession to the interest of Borrower under the Lease by Lender or such Purchaser, have the same remedies against the Lender or such Purchaser for the breach of any term, covenant, condition or agreement arising from and after the Purchaser acquires title to the Property until assigned or otherwise transferred to a new Purchaser contained in the Lease that Lessee might have had under the Lease against Borrower if Lender or such Purchaser had not succeeded to the interest of Borrower, provided, further, however, Lender or such Purchaser in acquiring the interest of Borrower as a result of any such action or proceeding, and its successors and assigns, shall not be:

(a) liable for any act or omission of any prior landlord under the Lease (including Borrower); or

(b) liable for any damages or other relief attributable to any latent or patent defects in construction with respect to any portion of the Property; or

(c) subject to any offsets or defenses which Lessee might have against any prior landlord under the Lease (including Borrower); or

(d) bound by any amendment or modification of the Lease, which would result in a reduction of any rent or other charges payable by Lessee under the Lease or which

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would increase the obligations of Landlord under the Lease or would permit an earlier termination or expiration thereof, made without Lender's prior written consent (which consent shall not be unreasonably withheld or delayed); or

(e) bound by, or responsible for, any security deposit paid by Lessee (unless delivered to and held by Lender); or

(f) bound by or responsible for or affected by any purchase option contained in the Lease, which provisions shall be of no force and effect upon the Lender or its successors or assigns; or

(g) obligated to construct any improvements on the Property (provided that if Purchaser fails to construct improvements as required under the Lease, Lessee may terminate the Lease) or to pay or reimburse Lessee for any improvements Lessee constructs on the Property; or

(h) bound by, or responsible for, any other term or provision of the Lease which is personal to the Borrower or which may not reasonably be performed by Purchaser or its successors and assigns in the ordinary course of business.

Regardless of anything in the Lease or this Agreement to the contrary, in acquiring the interest of Borrower as a result of such action or proceeding, Purchaser shall not have any obligation or liability beyond its interest in the Property. Lessee shall look exclusively to Purchaser's interest in the Property for payment and discharge of any of Purchaser's obligations under this Agreement or under the Lease. Lessee shall not collect or attempt to collect any judgment based upon such obligations out of any other assets of Purchaser. In addition, upon any sale or transfer of its interest in the Property, Purchaser shall have no further obligation under this Agreement or the Lease with respect to matters occurring after such sale or transfer. By executing this Agreement, Borrower specifically acknowledges and agrees that nothing contained in this Section shall impair, affect, lessen, abrogate or otherwise modify the obligations of Borrower to Lessee under the Lease.

11. **No Assumption.** Notwithstanding any other provisions contained in this Agreement, Lender does not assume any responsibility or liability for any acts or conduct by any other person, including, but not limited to, a purchaser at foreclosure or trustee's sale or grantee under deed in lieu of foreclosure.

12. **Notices.** Whenever and wherever in this Agreement, the Lease, or in any proceeding involving the foreclosure or attempt to foreclose pursuant to the Security Instrument it shall be required or permitted that a notice or demand be given, such notice or demand shall be deemed to have been properly given (a) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged by the recipient thereof and confirmed by telephone by sender, (b) one (1) business day after having been deposited for overnight delivery with any reputable overnight courier service, or (c) three (3) business day 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:

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If to Borrower: MILBURN HAYES LLC  
 c/o Kaufman & Jacobs, LLC  
 30 West Monroe Street, Suite 1700  
 Chicago, Illinois 60603  
 Attention: B. Jeremy Kaufman, Jay Patel and Patrick Clifford

With a copy to: Katten Muchin Rosenman LLP  
 525 West Monroe Street  
 Chicago, Illinois 60661  
 Attention: Jason Gorczynski, Esq.  
 Facsimile No.: 312.902.1061

If to Lender: Sabal Capital II, LLC  
 465 North Halstead Street, Suite 105  
 Pasadena, California 91107  
 Attention : Chief Servicing Officer  
 Facsimile No.: 888.947.3232

With a copy to: Sabal Capital II, LLC  
 465 North Halstead Street, Suite 105  
 Pasadena, California 91107  
 Attention : General Counsel  
 Facsimile No.: 888.947.3232

If to Lessee: As set forth on Page 1 hereof

With a copy to: Winstead PC  
 500 Winstead Building  
 2728 N. Harwood Street  
 Dallas, Texas 75201  
 Attention: Norene Napper  
 Facsimile No.: 214.745.5390

or addressed as such party may from time to time designate by written notice to the other parties. Any party by notice to the others may designate additional or different addresses for subsequent notices or communications.

13. **Amendments**. No amendment or modification of this Agreement shall be valid or binding unless in writing, signed by the party or parties to be bound thereby.

14. **No Merger**. Borrower, Lessee and Lender agree that unless Lender shall otherwise consent in writing, Borrower's estate in and to the Property and the leasehold estate created by the Lease shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Borrower or Lessee or any third party by purchase, assignment or otherwise.

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15. **Nondisturbance Agreement**. This Agreement satisfies any condition or requirement in the Lease relating to the granting of a nondisturbance agreement from Lender.

16. **Severability**. In the event 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, at the option of the Lender, not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

17. **Governing Law**. This Agreement shall be governed, construed, applied and enforced in accordance with the applicable laws of the state in which the Property or any part thereof is located, and applicable laws of the United States of America.

18. **Successors**. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns forever and shall be binding upon each party hereto and their respective successors and assigns without the necessity of written assumption or any other written agreement of any nature.

19. **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. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

20. **Miscellaneous Provisions**. Lender and/or Borrower shall promptly arrange to record this Agreement and provide a copy thereof to each party hereto.

**[NO FURTHER TEXT ON THIS PAGE]**



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date set forth in the first paragraph hereof.

**LENDER:**

**SABAL CAPITAL II, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Joe Garcia  
Title: Authorized Signatory

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA  
COUNTY OF Orange

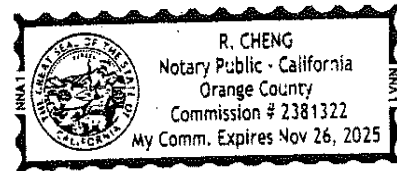
On this 5th day of May, 2022 before me, R. Cheng, Notary Public, personally appeared Joe Garcia, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: R. Cheng

(Seal)



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**LANDLORD:**

**MILBURN HAYES LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
*J. Patel*

Name: Jay Patel  
Title: Authorized Signatory

STATE OF Illinois           §  
   §  
COUNTY OF Cook            §

This instrument was ACKNOWLEDGED before me on May 20, 2022 by Jay Patel, as Authorized Signatory of **MILBURN HAYES LLC**, a Delaware limited liability company, on behalf of said limited liability company.

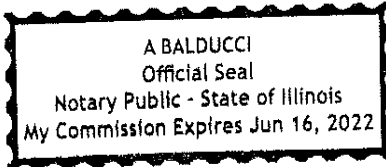
[S E A L]

My Commission Expires:

June 16, 2022

A. Balducci  
Notary Public, State of Illinois

A Balducci  
Printed Name of Notary Public



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

**LESSEE:**

**HAYES COMMERCIAL, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Thomas J. McDonough  
Title: Chairman

STATE OF ILLINOIS §  
COUNTY OF COOK §

This instrument was ACKNOWLEDGED before me on May 20, 2022  
by Thomas J. McDonough, as Chairman of **HAYES COMMERCIAL, LLC**, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL]

My Commission Expires:

1/28/26

Daniel C. Shaheen  
Notary Public, State of ILLINOIS

Daniel C. Shaheen  
Printed Name of Notary Public



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## EXHIBIT A

### Legal Description

#### PARCEL 1:

THE WEST 100 FEET OF THE EAST 125 FEET (EXCEPT THE NORTH 20 FEET THEREOF, AND EXCEPT THE SOUTH 33 FEET THEREOF USED FOR STREET PURPOSES) OF THAT PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE INDIANA HARBOR BELT RAILROAD AND NORTH OF A LINE DRAWN FROM A POINT 702.53 FEET SOUTH OF THE NORTHWEST CORNER OF SAID WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 TO A POINT 684.43 FEET SOUTH OF THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18 AFORESAID, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE WEST 100 FEET (EXCEPT THE NORTH 20 FEET THEREOF, ALSO EXCEPT THE SOUTH 33 FEET THEREOF USED FOR STREET PURPOSES) OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF THE RIGHT OF WAY OF THE INDIANA HARBOR BELT LINE RAILROAD, 675.64 FEET EAST OF THE WEST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4; RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID RIGHT OF WAY, 337.82 FEET; RUNNING THENCE SOUTH 318.70 FEET TO THE CENTER LINE OF WEST 60TH STREET AS SHOWN ON THE PLAT OF FREDERICK H. BARTLETTS CHICAGO HIGHLANDS; RUNNING THENCE WEST ALONG THE NORTH LINE OF SAID WEST 60TH STREET, 337.66 FEET; RUNNING THENCE NORTH 321.68 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

ALL THAT PART OF BLOCK 3 WHICH LIES BETWEEN BLOCKS 4 AND 15 AND THAT PART OF SAID BLOCK 3 WHICH LIES EASTERLY OF A LINE DRAWN FROM A POINT IN THE NORTH LINE OF BLOCK 3, SAID POINT BEING 400.0 FEET EAST OF THE NORTHWEST CORNER OF SAID BLOCK 3, TO A POINT IN THE WEST LINE OF BLOCK 4, SAID POINT BEING 16.08 FEET SOUTH OF THE NORTHWEST CORNER OF BLOCK 4, ALL IN HARLEM SIXTY THIRD RESUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## PARCEL 4:

THAT PART OF BLOCK 16 WHICH LIES WEST OF THE EAST LINE OF BLOCK 15 EXTENDED NORTH, ALL IN HARLEM SIXTY THIRD RESUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 5:

THAT PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE INDIANA HARBOR BELT RAILROAD, AND NORTH OF A LINE DRAWN FROM A POINT 702.53 FEET SOUTH OF THE NORTH WEST CORNER OF SAID WEST 1/2 OF THE SOUTH WEST 1/4 TO A POINT 684.43 FEET SOUTH OF THE NORTH EAST CORNER OF SAID WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18 AFORESAID (EXCEPT THE WEST 50 FEET AND THE SOUTH 33 FEET OF SAID PREMISES TO BE USED FOR STREET PURPOSES AND EXCEPT THE EAST 125.0 FEET THEREOF AND EXCEPT THAT PART OF BLOCK 3 WHICH LIES EASTERLY OF A LINE DRAWN FROM A POINT IN THE NORTH LINE OF BLOCK 3, SAID POINT BEING 400.0 FEET EAST OF THE NORTH WEST CORNER OF SAID BLOCK 3, TO A POINT IN THE WEST LINE OF BLOCK 4, SAID POINT BEING 16.08 FEET SOUTH OF THE NORTH WEST CORNER OF BLOCK 4) ALL IN HARLEM SIXTY THIRD RESUBDIVISION IN THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## ALSO KNOWN AS

BLOCK 3 (EXCEPT THE WEST 17 FEET TAKEN FOR HARLEM AVENUE AND THE EAST 125.0 FEET THEREOF, MEASURED ON THE NORTH LINE OF BLOCK 3 AND EXCEPT THAT PART THEREOF WHICH LIES NORTHEASTERLY OF A LINE DRAWN FROM A POINT IN THE NORTH LINE OF BLOCK 3, TO A POINT IN THE WEST LINE OF BLOCK 4, SAID POINT BEING 16.08 FEET SOUTH OF THE NORTH WEST CORNER OF BLOCK 4 ALL IN HARLEM SIXTY THIRD RESUBDIVISION IN THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE ABOVE PARCELS ARE ALSO KNOWN AS: THAT PART OF BLOCKS 3, 4, 15 AND 16 ALL IN HARLEM SIXTY THIRD RESUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 15 THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF WEST 60TH, STREET AS SHOWN ON HARLEM SIXTY THIRD RESUBDIVISION 725.53 FEET TO THE EAST LINE OF SOUTH HARLEM AVENUE AS WIDENED; THENCE NORTH 00 DEGREES 07 MINUTES 14 SECONDS EAST ALONG SAID EAST LINE 293.69 FEET TO A POINT ON THE SOUTH

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RIGHT OF WAY LINE OF THE INDIANA HARBOR BELT RAILROAD; THENCE SOUTH 89 DEGREES 30 MINUTES 49 SECONDS EAST ALONG SAID SOUTH LINE 725.92 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 15 EXTENDED NORTH; THENCE SOUTH 00 DEGREES 11 MINUTES 45 SECONDS WEST ALONG SAID EAST LINE 287.52 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office