

# UNOFFICIAL COPY



**RECORDING REQUESTED BY AND  
AFTER RECORDING, RETURN TO:**

Nathan P. Humphrey, Esq.  
Kutak Rock LLP  
1801 California Street, Suite 3000  
Denver, CO 80202  
Telephone Number: (303) 297-2400

Doc# 2405322011 Fee \$79.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/22/2024 11:05 AM PG: 1 OF 15

Tax Parcel # \_\_\_\_\_

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement ("Agreement"), is made as of this 19<sup>th</sup> day of June, 2019, among CITIBANK, N.A., ("Mortgagee"), STORE CAPITAL ACQUISITIONS, LLC, a Delaware limited liability company ("Landlord"), and SPECIALTY STEEL WORKS INCORPORATED, a Delaware corporation ("Tenant").

### Background

A. Mortgagee has been appointed as the collateral agent pursuant to that certain Second Amended and Restated Collateral Agency Agreement dated April 16, 2015, by and among Mortgagee, Landlord and STORE Capital Corporation, a Maryland corporation ("STORE Capital") and is the mortgagee of record as set forth in the mortgage (the "Security Instrument") on Landlord's property described more particularly on Exhibit A attached hereto ("Property").

B. Pursuant to that certain Limited Power of Attorney dated April 12, 2019, Mortgagee granted STORE Capital the authority to execute this Agreement of behalf of Mortgagee.

C. Tenant is the present lessee under that certain Master Lease Agreement between Landlord and Tenant of even date herewith, as the same may be amended and restated or otherwise modified and supplemented ("Lease"), demising all of the Property as described more particularly in the Lease.

D. A requirement of the Security Instrument is that Tenant's Lease be subordinated to the Security Instrument. Landlord has requested Tenant to subordinate the Lease in exchange for Mortgagee's agreement not to disturb Tenant's possession of the Property upon the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises of this Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Subordination. Tenant agrees that the Lease, and all estates, options and rights created under the Lease, hereby are subordinated and made subject to the lien and effect of the

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Security Instrument, as if the Security Instrument had been executed and recorded prior to the Lease.

2. Nondisturbance. Mortgagee agrees that no foreclosure (whether judicial or nonjudicial), deed-in-lieu of foreclosure, or other sale of the Property in connection with enforcement of the Security Instrument shall operate to terminate the Lease or Tenant's rights thereunder to possess and use the Property in accordance with the terms of the Lease, provided, however, that (a) the term of the Lease has commenced, and (b) the Lease is in full force and effect and no Event of Default (as defined in the Lease) has occurred and is continuing beyond the expiration of any applicable notice and cure periods. Mortgagee further agrees so long as no Event of Default (as defined in the Lease) has occurred and is continuing, Lessee shall not be named as a party defendant in any such foreclosure suit, except as may be required by Law (as defined by the Lease).

3. Attornment. Tenant agrees to attorn to and recognize as its landlord under the Lease each party acquiring legal title to the Property by foreclosure (whether judicial or nonjudicial) of the Security Instrument, deed-in-lieu of foreclosure, or other sale in connection with enforcement of the Security Instrument ("Successor Owner"). Provided that the conditions set forth in Section 2 above are met at the time Successor Owner becomes owner of the Property, Successor Owner shall perform all obligations of the landlord under the Lease arising from and after the date title to the Property is transferred to Successor Owner. In no event, however, will any Successor Owner be: (a) liable for any default, act or omission of any prior landlord under the Lease, other than in the event Landlord fails to make insurance and/or condemnation proceeds available to Tenant to restore the Properties (as defined in the Lease) as required under the Lease, in which event it shall be a condition to Tenant's obligations under the Lease that the insurance and/or condemnation proceeds be made available to Tenant to restore the Properties as, and to the extent, required under the Lease; (b) subject to any offset or defense which Tenant may have against any prior landlord under the Lease; (c) bound by any payment of rent or additional rent made by Tenant to Landlord more than 30 days in advance; (d) bound by any modification or supplement to the Lease, or waiver of Lease terms, made without Mortgagee's written consent thereto; (e) liable for the return of any security deposit or other prepaid charge paid by Tenant under the Lease, except to the extent such amounts were actually received by Mortgagee; or (f) liable for construction or completion of any improvements to the Property or as required under the Lease for Tenant's use and occupancy (whenever arising). Although the foregoing provisions of this Agreement are self-operative, Tenant agrees to execute and deliver to Mortgagee or any Successor Owner such further instruments as Mortgagee or a Successor Owner may from time to time request in order to confirm this Agreement. If any liability of Successor Owner does arise pursuant to this Agreement, such liability shall be limited to Successor Owner's interest in the Property.

4. Rent Payments; Notice to Tenant Regarding Rent Payments. Tenant agrees not to pay rent more than one (1) month in advance unless otherwise specified in the Lease. After notice is given to Tenant by Mortgagee that Landlord is in default under the Security Instrument and that the rentals under the Lease are to be paid to Mortgagee directly pursuant to the assignment of leases and rents granted by Landlord to Mortgagee in connection therewith, Tenant shall thereafter pay to Mortgagee all rent and all other amounts due or to become due to Landlord under the Lease. Landlord hereby expressly authorizes Tenant to make such payments to Mortgagee upon reliance on Mortgagee's written notice (without any inquiry into

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the factual basis for such notice or any prior notice to or consent from Landlord) and hereby releases Tenant from all liability to Landlord in connection with Tenant's compliance with Mortgagee's written instructions.

## 5. Miscellaneous.

(a) Notices. All notices and other communications under this Agreement are to be in writing and addressed as set forth below such party's signature hereto. Default or demand notices shall be deemed to have been duly given upon the earlier of: (i) actual receipt; (ii) one (1) business day after having been timely deposited for overnight delivery, fee prepaid, with a reputable overnight courier service, having a reliable tracking system; (iii) one (1) business day after having been sent by telecopier (with confirmation of transmission) provided an additional notice is given pursuant to (ii); or (iv) three (3) business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by certified mail, postage prepaid, return receipt requested, and in the case of clause (ii) and (iv) irrespective of whether delivery is accepted. A new address for notice may be established by written notice to the other parties; provided, however, that no address change will be effective until written notice thereof actually is received by the party to whom such address change is sent.

(b) Entire Agreement; Modification. This Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes and replaces all prior discussions, representations, communications and agreements (oral or written). This Agreement shall not be modified, supplemented, or terminated, nor any provision hereof waived, except by a written instrument signed by the party against whom enforcement thereof is sought, and then only to the extent expressly set forth in such writing.

(c) Binding Effect; Joint and Several Obligations. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors, and assigns, whether by voluntary action of the parties or by operation of law.

(d) Unenforceable Provisions. Any provision of this Agreement which is determined by a court of competent jurisdiction or government body to be invalid, unenforceable or illegal shall be ineffective only to the extent of such determination and shall not affect the validity, enforceability or legality of any other provision, nor shall such determination apply in any circumstance or to any party not controlled by such determination.

(e) Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals, and each duplicate original shall be deemed to be an original. This Agreement (and each duplicate original) also may be executed in any number of counterparts, each of which shall be deemed an original and all of which together constitute a fully executed Agreement even though all signatures do not appear on the same document.

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(f) Construction of Certain Terms. Defined terms used in this Agreement may be used interchangeably in singular or plural form, and pronouns shall be construed to cover all genders. Article and section headings are for convenience only and shall not be used in interpretation of this Agreement. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or other subdivision; and the word "section" refers to the entire section and not to any particular subsection, paragraph of other subdivision; and "Agreement" and each of the Security Instruments referred to herein mean the agreement as originally executed and as hereafter modified, supplemented, extended, consolidated, or restated from time to time.

(g) Governing Law. This Agreement shall be interpreted and enforced according to the laws of the State where the Property is located (excluding any choice of law rules that may direct the application of the laws of another jurisdiction).

(h) Consent to Jurisdiction. Each party hereto irrevocably consents and submits to the exclusive jurisdiction and venue of any state or federal court sitting in the county and state where the Property is located with respect to any legal action arising with respect to this Agreement and waives all objections which it may have to such jurisdiction and venue.

(i) **WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HERETO WAIVES AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT.**

*[Remainder of page is blank; signatures appear on following pages.]*

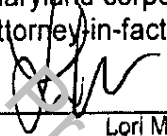
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IN WITNESS WHEREOF, this Agreement is executed effective as of the date first set forth above.

**MORTGAGEE:**

**CITIBANK, N.A.**

By: STORE Capital Corporation, a Maryland corporation, its attorney-in-fact

By:   
Name: Lori Markson  
          Sr. Vice President  
Title: \_\_\_\_\_

**Mortgagee Notice Address:**

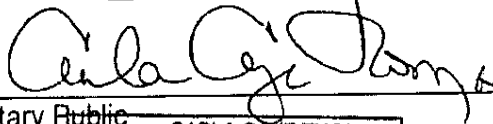
Citibank, N.A.  
Agency and Trust, STORE Capital  
388 Greenwich Street, 14th Floor  
New York, NY 10013  
Attn: John Hannon

*Notary Acknowledgement for Mortgagee:*

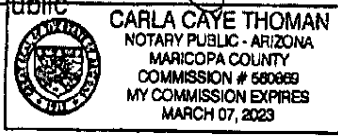
State of ARIZONA        :  
  : ss  
County of MARICOPA    :

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Lori Markson, with whom I am personally acquainted (or proved to me to be on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Sr. Vice President of STORE Capital Corporation, a Maryland corporation, as attorney-in-fact for **CITIBANK, N.A.**, the within named mortgagee, and that she as such Sr. Vice President, being authorized so to do, executed the within instrument for the purposes therein contained, by signing the name of Lori Markson, as Sr. Vice President, by herself as such Sr. Vice President.

WITNESS my hand and Official Seal at office, this 13 day of June, 2019.

  
Notary Public

My Commission Expires: \_\_\_\_\_







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IN WITNESS WHEREOF, this Agreement is executed effective as of the date first set forth above.

**TENANT:**

**SPECIALTY STEEL WORKS  
INCORPORATED**, a Delaware  
corporation

By: 

Name: Anthony J. Verkruyse

Title: Chief Financial Officer

**Tenant Notice Address:**

1412 150<sup>th</sup> Street  
Hammond, IN 46327  
Attention: Chief Financial Officer

**With a copy to:**

Barnes & Thornburg LLP  
11 S. Meridian Street  
Indianapolis, IN 46204  
Attn: David J. Pryzbylski

*Notary Acknowledgement for Tenant:*

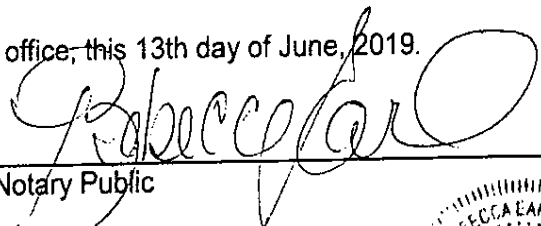
State of Indiana:

:ss

County of Lake:

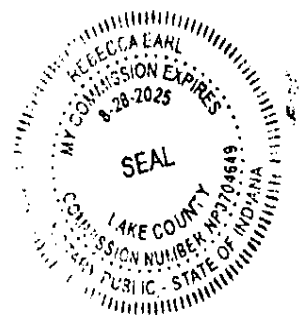
Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Anthony J. Verkruyse, with whom I am personally acquainted (or proved to me to be on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Financial Officer of **SPECIALTY STEEL WORKS INCORPORATED**, a Delaware corporation, the within named tenant, a corporation, and that he as such officer, being authorized so to do, executed the within instrument for the purposes therein contained, by signing the name of Chief Financial Officer by himself as such officer.

WITNESS my hand and Official Seal at office, this 13th day of June, 2019.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 08-28-2025

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STORE/Specialty Steel Works  
SNDA  
2800 S. 61st Court, Cicero, IL 60804  
File No.: 7210/02-654.01



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## EXHIBIT A

### Property

Address: 2800 South 61<sup>st</sup> Court, Cicero, Illinois 60804

#### Legal Description:

##### Parcel 1A:

The North 12 feet of Lot 37 and all of Lot 38 in Block 6 in D.M. Fredericksen's Subdivision of Blocks 1, 2, 3, 5, 6, 7 and 8 in Clyde's Third Division, being a Subdivision of the East 1/2 of the East 1/2 of the Southwest 1/4 of Section 29, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

##### Parcel 1B:

Lots 36 and the North 12 Feet 6 Inches of Lot 37 in Block 6 in D.M. Fredericksen's Subdivision of Blocks 1, 2, 3, 5, 6, 7 and 8 in Clyde's Third Division, being a Subdivision of the East Half of the East Half of the Southwest Quarter of Section 29, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

##### Parcel 1C:

Lot 36 and the South 12 Feet 6 Inches of Lot 37 in Block 6 in D.M. Fredericksen's Subdivision of Blocks 1, 2, 3, 5, 6, 7 and 8 in Clyde's Third Division, being a Subdivision of the East 1/2 of the East 1/2 of the Southwest 1/4 of Section 29, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

##### Parcel 2:

The North 1/2 of Lot 34 and all of Lot 35 in Block 6 in D.M. Fredericksen's Subdivision of Block 6 in Clyde's 3rd Division, being a Subdivision of the East 1/2 of the East 1/2 of the Southwest 1/4 of Section 29, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

##### Parcel 3:

Lot 33 and the South 1/2 of Lot 34 in Fredericksen's Subdivision of Blocks 6 in Clyde 3<sup>rd</sup> Division, a Subdivision of the East 1/2 of the East 1/2 of the Southwest 1/4 of Section 29, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

##### Parcel 4:

Lot 32 and the North 1/2 of Lot 31 in Block 6 in D.M. Fredericksen's Subdivision of Blocks 1, 2, 3, 5, 6, 7 and 8 in Clyde's 3rd Division, being a Subdivision of the East 1/4 of the Southwest 1/4 of



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Section 29, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5:

Lot 30 and the South 1/2 of Lot 31 in Block 6 in D.M. Frederiksen's Subdivision of Blocks 1, 2, 3, 5, 6, 7 and 8 in Clyde's Third Division, a Subdivision of the East 1/4 of the Southwest 1/4 of Section 29, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 6:

Lot 1 and the North 1/2 of Lot 2 in Mary F.S. Worchester's Resubdivision of Lots 20 to 29 in Block 6, in D.M. Frederiksen's Subdivision of Blocks 1, 2, 3, 5, 6, 7 and 8 in Clyde Third Division, a Subdivision of the East 1/2 of the East 1/2 of the Southwest 1/4 of Section 29, Township 39 North, Range 13, East of the Third Principal Meridian, Cook County, Illinois.

Parcel 7:

The South one-half of Lot 2 and Lot 3 in Mary F.S. Worchester's Resubdivision of Lots 20 to 29 in Block 6 in D.M. Frederiksen's Subdivision of Blocks 1, 2, 3, 5, 6, 7 and 8 in Clyde Third Division, being a Subdivision of the East one-half of the East one-half of the Southwest one quarter of Section 29, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 8:

Lot 1 in Diaz Resubdivision being a Resubdivision of Lots 4 and 5 in Mary F. Worchester's Resubdivision of Lots 20 and 29, both inclusive in Blocks 6 in D.M. Frederiksen's Subdivision of Blocks 1, 2, 3, 5, 6, 7 and 8 in Clyde's Third Division, Subdivision of the East 1/2 of the East 1/2 of the Southwest 1/4 of Section 29, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 9:

Lot 1 in Block 6 in D.M. Frederiksen's Subdivision of Blocks 1, 2, 3, 5, 6, 7 and 8 in Clyde Third Division, being a Subdivision of the East 1/2 of the East 1/2 of the Southwest 1/4 of Section 29, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 10:

Lot 2 and the East 1/2 of Lot 3 in Block 6, in D.M. Frederiksen's Subdivision of Blocks 1, 2, 3, 5, 6, 7 and 8 in Clyde's Third Division, a Subdivision of the East 1/4 of the Southwest 1/4 of Section 29, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 11:

Lot 4 and the West 1/2 of Lot 3 in Block 6 in D.M. Frederiksen's Subdivision of Blocks 1, 2, 3, 4, 5, 6, 7 and 8 in Clyde's Third Division, being a Subdivision of the East 1/2 of the East 1/2 of the

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Southwest 1/4 of Section 29, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 12:

Lot 5 and the East 12 1/2 feet of Lot 6 in Block 6 in D.M. Fredericksen's Subdivision of Blocks 1, 2, 3, 4, 5, 6, 7 and 8 in Clyde's Third Division, being a Subdivision of the East 1/2 of the East 1/2 of the Southwest 1/4 of Section 29, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 13:

Lot 7 and the West 1/2 of Lot 6 in D.M. Frederikson's Subdivision of Block 6 in Clyde's Third Division, a Subdivision of the East 1/4 of the Southwest 1/4 of Section 29, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 14:

Lot 8 and the East 1/2 of Lot 9 in Block 6, in D.M. Frederiksen's Subdivision of Blocks 1, 2, 3, 4, 5, 6, 7 and 8 in Clyde's Third Division, being a Subdivision of the East 1/2 of the East 1/2 of the Southwest 1/4 of Section 29, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 17:

All of Block 3 (except the Southerly 160.0 feet hereof, as measured perpendicular to the Northerly right of way line of the Chicago, Burlington and Quincy Railroad, also excepting the East 43.29 feet of the North 271.0 feet of Block 3) in Clyde Fourth Division being J. C. Lyman's Subdivision of the East 1/2 of the West 1/2 of the East 1/2 of the Southwest 1/4 of Section 29, Township 39 North, Range 13 East of the Third Principal Meridian, together with the West 1/2 of vacated 61st Avenue immediately East of Block 3 as described in Cook County, Illinois.

Parcel 18:

Lot 19 in Block 6 in D. M. Frederikson's Subdivision of Blocks 1, 2, 3, 5, 6, 7 and 8 in Clyde Third Division being a Subdivision of the East 1/2 of the East 1/2 of the Southwest 1/4 of Section 29, Township 39 North, Range 13 East of the Third Principal Meridian, together with the East 1/2 of vacated 61st Avenue immediately West of Lot 19 in Cook County, Illinois.

Parcel 19:

That part of Lot 10, and the vacated portion of the 16 foot alley lying south of and adjoining said Lot 10, Lots 11, 12, 13, 14, 15, 16, 17 and 18 all in Block 6 in D. M. Fredericksens Subdivision of Blocks 1, 2, 3, 5, 6, 7 and 8 in Clyde Third Division being a Subdivision of the East 1/2 of the East 1/2 of the Southwest 1/4 of Section 29, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois together with that part of vacated South 61st Avenue and the East 43.29 feet of Block 3 in Clyde Fourth Division being J.C. Lyman's Subdivision of the East 1/2 of the West 1/2 of the East 1/2 of the Southwest 1/4 of Section 29, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

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File No.: 7210/02-654.01

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beginning at the intersection of the North line of Lot 10 with the West line of the East 3 1/2 feet of Lot 10 in D. M. Fredericksens Subdivision, thence South in a straight line along the West line of said East 3 1/2 feet of Lot 10 and along the East line of the vacated portion of the 16 foot alley lying South of and adjoining said Lot 10 a distance of 141.00 feet to a point in the North line of Lot 11 in D. M. Fredericksens Subdivision, thence East along the North line of said Lot 11 a distance of 104.65 feet to the North East corner of said Lot 11, Thence South along the East Line of Lots 11, 12, 13, 14, 15, 16, 17 and 18 in said D. M. Fredericksens Subdivision a distance of 200.00 feet to the Southeast corner of said Lot 18. Thence West along the South Line of said Lot 18 and the South line of said Lot 18 extended West to the center line of vacated 61st Avenue, thence North along the center line of vacated 61st Avenue a distance of 70.00 feet to a point 5.00 feet South of the Westerly extension of the South line of said Lot 15, thence West along a line 5.00 feet South of and parallel with the Westerly extension of the South line of said Lot 15 a distance of 76.29 feet to a point in the West line of the East 43.29 feet of Block 3 in said Clyde fourth division, thence North along the West line of the East 43.29 feet of Block 3 in said Clyde Fourth division a distance of 271.00 feet to the South line of West 28th Street (66.00 feet wide), thence East in a straight line along the South line of West 28th Street and the North line of Lot 10 in said D. M. Fredericksens Subdivision a distance of 130.78 feet to the point of beginning all in Cook County, Illinois.

## Parcel 20:

All that part of the West half of the West half of the Southeast quarter of the South West quarter of Section 29, Township 39 North, Range 13 East of the Third Principal Meridian, lying North of the right of way of the Chicago, Burlington and Quincy Railroad except from said premises a strip of land 160 feet in width and lying on the North side of adjoining and measured at right angles to the Northerly line of right of way of said Railroad as conveyed by deed dated July 13, 1907 and recorded July 18, 1907 in book 9798, page 381 as document 4068580, and (excepting also from said Land, a strip of Land described as follows: beginning at the point of intersection of the West line of said Quarter Quarter Section and the most Northerly right of way line of the Chicago, Burlington and Quincy railroad company; thence Northeasterly on said Northerly railroad right of way line (the same being also the Southerly property line of the Corey Steel Company) a distance of 157.54 feet to a point; thence to the left making an interior angle of 105 degrees 03 minutes with the aforesaid property lines, a distance of 32.26 feet to a point; thence to the left at right angles to the last described course at a distance of 151.56 feet to a point on said West line of the West 1/2 of the West 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 29; thence to the left on said Quarter Quarter Section line making an interior angle of 90 degrees 27 minutes with the last previously described course 73.17 feet to the point of beginning) in Cook County, Illinois.

## Parcel 21:

Lots 6, 7, 8, 9 and 10 together with the vacated 16 foot public alley immediately North of Lot 10, the North 1/2 of vacated 29th Street immediately South of Lot 6 and the East 1/2 of vacated 61st Avenue immediately West of Lots 6 through 10 and the vacated alley aforesaid, in Mary F. S. Worcester's Resubdivision of Lots 20 to 29 both inclusive in Block 6 in D. M. Frederikson's Subdivision of Blocks 1, 2, 3, 5, 6, 7 and 8 in Clyde Third Division being a Subdivision of the East 1/2 of the Southwest 1/4 of Section 29, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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Parcel 22:

Those portions of the East 1/2 of the Southwest 1/4 of Section 29, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois described as follows:

A 16 foot public alley, heretofore dedicated per Document No. 8732202 over parts of Lot 9 and Lot 10 in Block 6 in D.M. Frederiksen's Subdivision of Blocks 1,2,3,5,6,7 and 8 in Clyde 3RD Division, recorded as document number 1087426, in Cook County, Illinois, as vacated by ordinance No. 21-09 recorded June 18, 2009 as document 0916934119;

Together with:

a 16 foot public alley, located in said Block 6 in D.M. Frederiksen's Subdivision, lying North of and adjoining the North line of Lot 38 extended West to Lot 11 and lying North of and adjoining Lot 11, lying South of and adjoining the South line of Lots 1 through 10, inclusive, in said Block 6 in D.M. Frederiksen's Subdivision, as Vacated by Ordinance No. 21-09 recorded June 18, 2009 as document 0916934119, except that portion previously vacated per document number 8732203;

Together with:

a 16 foot public alley, located in said Block 6 in D.M. Frederiksen's Subdivision, lying West of and adjoining the West line of Lots 30 through 38, inclusive, and lying East of and adjoining the East line of Lot 11 through 19, inclusive, in said Block 6 in D.M. Frederiksen's Subdivision, as Vacated by Ordinance No.21-09 recorded June 18, 2009 as document 0916934119;

Together with:

a 16 foot public alley, located in said Block 6 in D.M. Frederiksen's Subdivision, lying South of and adjoining the South line of Lot 30 extended to the East line of Lot 19 in said Block 6 in D.M. Frederiksen's Subdivision and Adjoining the North Line of Lot 1 extended to the East line of Lot 10 in Mary F.S. Worcester's Resubdivision of Lots 20 to 29, both inclusive, in Block 6 of D.M. Frederiksen's Subdivision, recorded as document number 4195192, as vacated by ordinance No. 21-09 recorded June 18, 2009 as document 0916934119;

Together with:

a 16 foot public alley, lying East of and adjoining the East the East line of Lots 6 through 10, inclusive, and lying West of and adjacent to the West line of Lots 1 through 3, inclusive, in Mary F.S. Worcester's Resubdivision of Lots 20 to 29, both inclusive, in Block 6 of D.M. Frederiksen's Subdivision, recorded as document number 4195192, and lying West of and adjoining the West line of Lot 1 in Diaz Resubdivision, recorded as document number 0408319098, as vacated by ordinance No. 21-09 recorded June 18, 2009 as document 0916934119.

The perimeter of all of the foregoing parcels being more particularly described as follows:

Beginning at the Northeast corner of said Lot 1, Block 6, D.M. Frederiksen's Subdivision of Blocks 1, 2, 3, 5, 6, 7 and 8 in Clyde's Third Division; thence South 00 degrees 00 minutes 00 seconds West along the West line of South 60th Court, 507.00 feet; thence North 89 degrees 51

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minutes 53 seconds West, 142.21 feet; thence South 00 degrees 00 minutes 00 seconds West, 33.00 feet; thence North 89 degrees 51 minutes 53 seconds West, 159.21 feet; thence South 00 degrees 00 minutes 12 seconds East, 150.04 feet; thence South 74 degrees 32 minutes 11 seconds West, 535.42 feet; thence North 00 degrees 05 minutes 34 seconds West, 32.26 feet; thence South 89 degrees 54 minutes 26 seconds West, 151.56 feet; thence North 00 degrees 00 minutes 12 seconds West, 801.63 feet to the South line of West 28th Street; thence South 89 degrees 54 minutes 28 seconds East along the South line of West 28th Street, 969.11 feet to the point of beginning.

Property of Cook County Clerk's Office

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**Property Address:** 2800 South 61st Court, Cicero, Illinois 60840

**PINs:** 16-29-322-050-0000

16-29-322-051-0000

16-29-322-033-0000

16-29-322-034-0000

16-29-322-035-0000

16-29-322-036-0000

16-29-322-048-0000

16-29-322-049-0000

16-29-322-062-0000

16-29-322-015-0000

16-29-322-014-0000

16-29-322-013-0000

16-29-322-012-0000

16-29-322-011-0000

16-29-322-010-0000

16-29-322-055-0000

16-29-322-057-0000

16-29-322-054-0000

16-29-322-063-0000

16-29-322-052-0000

16-29-322-046-0000

Office of Cook County Clerk's Office



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# UNOFFICIAL COPY

## AFFIDAVIT FOR CLERK'S LABELING OF SIGNATURES AS COPIES

REQUEST TO RECORD PHOTOCOPIED DOCUMENTS PURSUANT TO §55 ILCS 5/3-5013

I, Michelle Burton, being duly sworn, state that I have access to the copies of the attached  
(print name above)

document(s), for which I am listing the type(s) of document(s) below:

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

(print document types on the above line)

which were originally executed by the following parties whose names are listed below:

STORE CAPITAL ACQUISITIONS, LLC,  
a Delaware limited liability company

(print name(s) of executor/grantor)

SPECIALTY STEEL WORKS INCORPORATED,  
a Delaware corporation

(print name(s) of executor/grantee)

for which my relationship to the document(s) is/are as follows: (example - Title Company, Agent, Attorney, etc.)

Title Company

(print your relationship to the document(s) on the above line)

### OATH REGARDING ORIGINAL

I state under oath that the original of this document is now LOST or NOT IN POSSESSION of the party seeking to now record the same. Furthermore, to the best of my knowledge, the original document was NOT INTENTIONALLY destroyed, or in any manner DISPOSED OF for the purpose of introducing this photo to be recorded in place of original version of this document. Finally, I, the Affiant, swear I have personal knowledge that the foregoing oath statement contained therein is both true and accurate.

M Burton  
Affiant's Signature Above

2-16-24  
Date Affidavit Executed/Signed

THE BELOW SECTION IS TO BE COMPLETED BY THE NOTARY THIS AFFIDAVIT WAS SUBSCRIBED AND SWORN TO BEFORE

2-16-2024  
Date Document Subscribed & Sworn Before Me

[Signature]  
Signature of Notary Public



**KELLI J. VOS**  
Notary Public - Arizona  
Maricopa Co. / #586972  
Expires 09/15/2024

**SPECIAL NOTE:** This is a courtesy form from the Cook County Clerk's Office, and while a similar affidavit is necessary for photocopied documents, you may use your own document so long as it includes substantially the same information as included in the above document. Additionally, any customer seeking to record a facsimile or other photographic or photostatic copy of a signature of parties who had executed such a document has the option to include this Affidavit in the recording, at their own expense if such expense is incurred, as an "EXHIBIT" and NOT the coverpage. However, this affidavit is NOT required to be recorded, only presented to the Clerk's Office as the necessary proof required before the recorder may record such a document. Finally, the recorded document WILL be stamped/labeled as a copy by the Clerk's Office prior to its recording.