

UNOFFICIAL COPY

DEN/3684R(1)

05/08/92 10:05 a.m.

9742510 0019

NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT

Dated: May 11, 1992

Landlord: La Salle National Trust, N.A., as Trustee under Trust Agreement dated November 7, 1983 and known as Trust No. 107291

DEPT-01 RECORDING \$45.00
T#1111 TRAN 7915 05/21/92 10:08:00
#1153 # A *-92-354151
COOK COUNTY RECORDER

Tenant: United Dairy Industry Association

Address of Tenant: 6300 River Road, Rosemont, Illinois 60018

Date of Lease and Amendments, if any: December 30, 1991

Premises: Building No. 2 of O'Hare International Center, located at 10255 West Higgins Road, Rosemont, Illinois and legally described on Exhibit A attached hereto

The Chase Manhattan Bank, N.A. ("Mortgagee"), having an office at 101 Park Avenue, New York, New York 10081 (Real Estate Finance-Counsel, 17th Floor), holder of certain mortgages (together with any increased, future or consolidated mortgages held by Mortgagee, the "Mortgage") of the Premises and Tenant, holder of a lease ("Lease") of a portion thereof, hereby agree as follows:

together with the Workletter of even date therewith, the

1. Provided Tenant is not in default under the terms of the Lease with all notice and cure periods having expired, the rights of Tenant under the Lease shall not be affected or disturbed by Mortgagee in the exercise of any of its rights under the Mortgage or any note secured thereby (except as may be provided for herein), and any sale of the Premises pursuant to the exercise of any rights and remedies under the Mortgage or otherwise shall be made subject to Tenant's rights under the Lease (except as may be provided for herein).

2. Tenant shall attorn to Mortgagee or any purchaser of the Premises (and Mortgagee or such purchaser shall agree to perform the obligations of Landlord under the Lease, except as modified hereby) and the Lease shall continue, in accordance with its terms, between Tenant and Mortgagee or such purchaser (Mortgagee or such purchaser being hereinafter sometimes called "Successor Landlord") except that (a) the provisions of the

This instrument prepared by:

Dustin E. Neumark, Esq.
Sonnenschein Nath & Rosenthal
8000 Sears Tower
Chicago, Illinois 60606

45 - BOX 179

92354151

Mortgage shall be deemed to survive and govern with respect to the disposition of insurance proceeds or condemnation or eminent domain awards (provided that the provisions of the Lease shall govern with respect to the obligation of the Landlord to rebuild or restore following damage or condemnation of the Premises), and (b) paragraphs 3, 9, 10 and 11 hereof shall modify the Lease.

3. Successor Landlord shall not be (a) liable for any act or omission of any prior landlord (including Landlord), (b) liable for the return of any security deposit not actually received by Successor Landlord, (c) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord), (d) bound by any advance payment of base rent or additional rent made by Tenant to Landlord except for base rent or additional rent applicable to the then current month (the method provided in the Lease for determining estimated payments of additional rent shall not be deemed to be an advance payment of additional rent), or (e) bound by any amendment or modification of any material term or provision of the Lease made without the written consent of Successor Landlord. Nothing contained herein shall be deemed to affect or impair the rights of Mortgagee set forth in that certain letter agreement between Tenant and Mortgagee dated December 31, 1991 or in that certain Guaranty of the Village of Rosemont referred to in such letter agreement.

4. The Lease shall be subject and subordinate to the Mortgage, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements (provided such replacements are made by Mortgagee or any affiliate of Mortgagee) thereof, including any increases therein or supplements thereto.

5. The foregoing provisions shall be self-operative. However, Tenant agrees to execute and deliver to Mortgagee or to any person to whom Tenant herein agrees to attorn such other instrument as either shall request in order to effectuate said provisions.

6. Tenant certifies that there are no known defaults on the part of Landlord, that the Lease (and the workletter referred to therein) is a complete statement of the agreement of the parties thereto with respect to the letting of the leased premises, that the Lease is in full force and effect and that all conditions to the effectiveness or continuing effectiveness thereof required to be satisfied at the date hereof have been satisfied.

7. Tenant will notify Mortgagee at the aforesaid address, by registered or certified mail, return receipt requested, of any default of Landlord which would entitle Tenant to cancel the Lease or abate the rent payable thereunder, and agrees

2025-1-15-1

that, notwithstanding any provision of the Lease, no notice of cancellation thereof, nor any abatement, shall be effective against Mortgagee unless Mortgagee has received the notice aforesaid and has failed within 30 days of the date thereof to cure or, if the default cannot be cured within 30 days, has failed to commence and to diligently prosecute the cure of Landlord's default which gave rise to such right of cancellation or abatement, but in any event, a cure must be effected within 90 days after notice to Mortgagee. Nothing in this paragraph shall be deemed or construed as limiting the right of Tenant to take remedial action against Landlord pursuant to any default by Landlord under the Lease, provided that Tenant may not terminate the Lease except as provided above.

8. Tenant agrees that notice from Mortgagee shall have the same effect under the Lease as notice to Tenant from the Landlord thereunder and Tenant agrees to be bound by such notice notwithstanding the existence or nonexistence of a default under the Mortgage or any dispute with respect thereto between the mortgagor under the Mortgage and Mortgagee. Mortgagee shall defend, indemnify and hold harmless Tenant from all claims by Landlord directly and solely resulting from Tenant following any unilateral notice or direction from Mortgagee hereunder.

9. Anything herein or in the Lease to the contrary notwithstanding, in the event that Mortgagee or a purchaser shall acquire title to the Premises, Mortgagee and such purchaser shall have no obligation, nor incur any liability, beyond Mortgagee's or purchaser's then interest, if any, in the Premises and Tenant shall look exclusively to such interest, if any, of Mortgagee or such purchaser in the Premises for the payment and discharge of any obligations imposed upon Mortgagee hereunder or under the Lease, and Mortgagee and such purchaser are hereby released or relieved of any other liability hereunder and under the Lease. Tenant agrees that, with respect to any money judgment which may be obtained or secured by Tenant against Mortgagee or such purchaser, Tenant shall look solely to the estate or interest owned by Mortgagee or such purchaser in the Premises, and Tenant will not collect or attempt to collect any such judgment out of any other assets of Mortgagee or such purchaser.

10. As of the date of the attornment referred to in Paragraph 2 hereof, the following provision shall be deemed inserted in the Lease, retroactively effective as of the commencement of the term of the Lease, and shall prevail in the event of any conflicts with other provisions of the Lease:

"Tenant covenants and agrees not to suffer, permit, introduce or maintain in, on or

922561111

about any portion of the Leased Premises, any asbestos, polychlorinated biphenyls, or any other hazardous or toxic materials, wastes and substances which are defined, determined or identified as such (including petroleum products if they are defined, determined or identified as such) in any federal, state or local laws, rules or regulations (whether now existing or hereafter enacted or promulgated) or any judicial or administrative interpretation of any thereof, including any judicial or administrative orders or judgments."

11. If the Lease provides that Tenant is entitled to expansion space, Successor Landlord shall have no obligation, or any liability for failure to provide such expansion space if a prior landlord, by reason of lease(s) entered into with other tenants of the Premises, has precluded the availability of such expansion space. However, Tenant shall retain its rights (except any right to terminate the Lease or to set off damages against rent) against the prior landlord (but not against Successor Landlord) arising out of the failure to provide such expansion space.

12. This Agreement shall inure to the benefit of and be binding upon Tenant and any successor or assignee of Tenant which pursuant to the provisions of the Lease is entitled to succeed to Tenant's interest therein without consent of Landlord, but not to any other successor or assignee unless such successor or assignee has been previously approved by Mortgagee in writing. Approval by Mortgagee is dependent upon Mortgagee's evaluation of the credit and reputation of such successor or assignee, the use and manner of use to which such successor or assignee intends to utilize the Premises and such other conditions or requirements as Mortgagee may reasonably impose. This Agreement shall inure to the benefit of and be binding upon Mortgagee and its successors and assigns, including any purchaser of the Premises at a foreclosure sale.

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

THE CHASE MANHATTAN BANK, N.A.

By: [Signature]
Its VICE PRESIDENT

UNITED DAIRY INDUSTRY ASSOCIATION

By: [Signature]
Its CHIEF EXECUTIVE OFFICER

92054101

UNOFFICIAL COPY

9 2 3 5 4 1 5 1

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, CHRISTINA MALONEY, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that THOMAS F. GAUMER, CEO of UNITED DAIRY INDUSTRY ASSOCIATION, a _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he signed and delivered said instrument as such officer of said _____, as his own free and voluntary act and as the free and voluntary act of said _____, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12th day of MAY, 1992.

Christina Maloney
Notary Public

My Commission Expires:

6/11/94

PROPERTY OF COOK COUNTY CLERK'S OFFICE

9236151

UNOFFICIAL COPY

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) SS.

I, Karin J. Giza, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Edward B. Sikes, a Vice President of THE CHASE MANHATTAN BANK, a national banking association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as such officer of said association, as his own free and voluntary act and as the free and voluntary act of said association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19th day of May, 1992

Karin J. Giza
Notary Public

My Commission Expires:

KARIN J. GIZA
Notary Public State of New York
No. 43-4889341
Qualified in Richmond County
Commission Expires June 29, 1993

Notary of Cook County Clerk's Office

92354151

EXHIBIT A

PARCEL -

THAT PART OF THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH WEST 1/4, WITH A LINE 449.69 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTH WEST 1/4 (THE WEST LINE OF SAID SOUTH WEST 1/4 HAVING AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 869.69 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF LAND CONDEMNED FOR THE WIDENING OF HIGGINS ROAD IN CASE NO. 65L8179, IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS; THENCE SOUTH 72 DEGREES 34 MINUTES 18 SECONDS EAST ALONG SAID LAST DESCRIBED SOUTHERLY LINE AND ALONG THE SOUTHERLY LINE OF LAND CONDEMNED FOR THE WIDENING OF HIGGINS ROAD IN SAID CASE NO. 65L7109 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, 18.61 FEET TO THE EAST LINE OF LAND CONDEMNED FOR HIGGINS ROAD IN SAID CASE NUMBER 65L7109; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SAID LAST DESCRIBED EAST LINE, 6.29 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF HIGGINS ROAD, BEING A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID HIGGINS ROAD; THENCE SOUTH 72 DEGREES 34 MINUTES 18 SECONDS EAST ALONG SAID LAST DESCRIBED SOUTHERLY LINE, 36.19 FEET; THENCE SOUTH 39 DEGREES 39 MINUTES 24 SECONDS WEST, 27.09 FEET TO AN INTERSECTION WITH A LINE 484.69 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTH WEST 1/4; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 837.28 FEET TO AN INTERSECTION WITH A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH WEST 1/4; THENCE SOUTH 87 DEGREES 39 MINUTES 06 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 35.03 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 5:

THAT PART OF THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH WEST 1/4 WITH A LINE 484.69 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTH WEST 1/4 (THE WEST LINE OF SAID SOUTH WEST 1/4 HAVING AN ASSUMED BEARING OF NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 154.55 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 272.71 FEET; THENCE NORTH 90 DEGREES, 00

92354111

EXHIBIT A CONTINUED-

MINUTES, 00 SECONDS EAST, 219.46 FEET;
 THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 191.06 FEET;
 THENCE SOUTH 45 DEGREES, 00 MINUTES, 00 SECONDS WEST, 57.78 FEET;
 THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 48.14 FEET;
 THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 8.00 FEET;
 THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 41.25 FEET;
 THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 48.79 FEET;
 THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 89.21 FEET;
 TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 6:

THAT PART OF THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH WEST 1/4 WITH A LINE 484.69 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTH WEST 1/4 (THE WEST LINE OF SAID SOUTH WEST 1/4 HAVING AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 427.26 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 251.97 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 32.53 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 53.70 FEET; THENCE SOUTH 72 DEGREES 34 MINUTES 18 SECONDS EAST, 149.63 FEET, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 230.11 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 219.46 FEET, TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH WEST 1/4 WITH A LINE 484.69 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTH WEST 1/4 (THE WEST LINE OF SAID SOUTH WEST 1/4 HAVING AN ASSUMED BEARING OF NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 154.55 FEET;
 THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 89.21 FEET;
 THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 48.79 FEET;
 THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 41.25 FEET;

2025071101

UNOFFICIAL COPY

EXHIBIT A CONTINUED-

THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 8.00 FEET;
THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 48.14 FEET,
THENCE NORTH 45 DEGREES, 00 MINUTES, 00 SECONDS EAST, 57.78 FEET;
THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 141.06 FEET
TO A POINT 467.18 FEET NORTH AND 704.15 FEET EAST OF THE SOUTH WEST
CORNER OF THE SOUTH WEST 1/4 OF SAID SECTION 33, AS MEASURED ALONG THE
WEST LINE OF SAID SOUTH WEST 1/4 AND ALONG A LINE AT RIGHT ANGLES
THERE TO; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 260.00
FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE MINNEAPOLIS ST. PAUL AND
SAULT STE. MARIE RAILROAD (FORMERLY THE CHICAGO AND WISCONSIN
RAILROAD); THENCE SOUTH 14 DEGREES, 51 MINUTES, 36 SECONDS EAST ALONG
SAID LAST DESCRIBED WESTERLY LINE, 365.99 FEET TO AN INTERSECTION WITH
A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL
WITH THE SOUTH LINE OF SAID SOUTH WEST 1/4; THENCE SOUTH 87 DEGREES,
39 MINUTES, 06 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE,
573.81 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 6:

EASEMENT FOR THE BENEFIT OF PARCELS 4, 5, 6, 7, AND 9 AFORESAID AS
CREATED BY GRANT FROM THE UNITED STATES OF AMERICA, ACTING BY AND
THROUGH THE SECRETARY OF THE AIR FORCE, TO LASALLE NATIONAL BANK, A
NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED
NOVEMBER 7, 1983 AND KNOWN AS TRUST NUMBER 107291 DATED APRIL 11, 1985
AND RECORDED APRIL 18, 1985 AS DOCUMENT 27516767 FOR A RIGHT OF WAY FOR
A ROAD OR STREET FOR A TERM OF 50 YEARS COMMENCING APRIL 11, 1985 OVER,
ACROSS, IN, AND UPON LANDS OF THE UNITED STATES DESCRIBED AS FOLLOWS:

TRACT NO. 208:

THE SOUTH 50 FEET OF THE WEST 467.84 FEET OF THE SOUTH WEST 1/4 OF
SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS;

TRACT NO. 209:

THE SOUTH 50 FEET, LYING WEST OF THE WEST LINE OF THE RIGHT OF WAY OF
THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD, OF THAT PART
OF THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING SOUTH
OF THE CENTER LINE OF HIGGINS ROAD AND WEST OF A LINE DRAWN PARALLEL TO
AND 1064 FEET WEST OF (AS MEASURED ALONG THE SOUTH LINE OF SAID SOUTH
WEST 1/4 SECTION 33,) THE EXTENSION NORTH OF THE EAST LINE OF THE NORTH
WEST FRACTIONAL QUARTER OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 12, EAST
OF THE THIRD PRINCIPAL MERIDIAN, AND EAST OF THE EXTENSION NORTH OF THE
WEST LINE OF THE EAST 1360.92 FEET OF SAID NORTH WEST FRACTIONAL
QUARTER, EXCEPT THE RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT
STE. MARIE RAILROAD,

9200-1151

EXHIBIT A CONTINUED-

ALSO

THE SOUTH 50 FEET OF THE SOUTH WEST 1/4 OF SECTION 33, LYING WEST OF THE WEST LINE, EXTENDED NORTH TO THE CENTER LINE OF HIGGINS ROAD, OF THE EAST 20.62 CHAINS OF THE NORTH WEST 1/4 OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE WEST 467.84 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

THAT PART OF THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH WEST 1/4 WITH A LINE 484.69 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTH WEST 1/4 (THE WEST LINE OF SAID SOUTH WEST 1/4 HAVING AN ASSUMED BEARING OF NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 154.55 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 89.21 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 48.79 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 41.25 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 8.00 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES 00 SECONDS EAST, 48.14 FEET; THENCE NORTH 45 DEGREES, 00 MINUTES, 00 SECONDS EAST, 57.78 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 141.06 FEET TO A POINT FOR A PLACE OF BEGINNING, SAID POINT BEING 447.18 FEET NORTH AND 704.15 FEET EAST OF THE SOUTH WEST CORNER OF THE SOUTH WEST 1/4 OF SAID SECTION 33, AS MEASURED ALONG THE WEST LINE OF SAID SOUTH WEST 1/4 AND ALONG A LINE AT RIGHT ANGLES THERETO; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 290.11 FEET; THENCE NORTH 72 DEGREES, 34 MINUTES, 18 SECONDS WEST, 209.63 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 53.70 FEET; THENCE SOUTH 43 DEGREES, 00 MINUTES, 00 SECONDS WEST, 32.53 FEET, TO A POINT ON A LINE 484.69 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTH WEST 1/4, SAID POINT BEING 679.18 FEET, AS MEASURED ALONG SAID PARALLEL LINE, NORTH OF THE AFOREDESCRIBED POINT OF COMMENCEMENT; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 158.10 FEET; THENCE NORTH 39 DEGREES, 39 MINUTES, 24 SECONDS EAST, 27.09 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF HIGGINS ROAD, BEING A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID ROAD; THENCE SOUTH 72 DEGREES, 34 MINUTES, 18 SECONDS EAST ALONG SAID LAST DESCRIBED SOUTHERLY LINE, 382.55 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD (FORMERLY THE

92204101

UNOFFICIAL COPY

EXHIBIT A CONTINUED-

CHICAGO AND WISCONSIN RAILROAD), THENCE SOUTH 14 DEGREES, 51 MINUTES, 36 SECONDS EAST ALONG SAID LAST DESCRIBED WESTERLY LINE, 376.97 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 260.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 10:

EASEMENT FOR THE BENEFIT OF PARCELS 4, 5, 6, 7 AND 9 AS SET FORTH IN THE EASEMENT AGREEMENT DATED NOVEMBER 7, 1984 AND RECORDED NOVEMBER 27, 1984 AS DOCUMENT 27350220 MADE BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 7, 1983 AND KNOWN AS TRUST NUMBER 107291 ("DEVELOPER"), LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 27, 1984 AND KNOWN AS TRUST NUMBER 108833 ("ADJOINING OWNER"), HOLIDAY INNS, INC. (EMBASSY SUITES DIVISION), A TENNESSEE CORPORATION ("HOLIDAY") AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 1, 1984 AND KNOWN AS TRUST NUMBER 108520 ("HOLIDAY'S ASSIGNEE") AND AS CREATED BY RECIPROCAL EASEMENT AGREEMENT DATED MARCH 1, 1985 AND RECORDED MAY 29, 1985 AS DOCUMENT 85038933 MADE BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 7, 1983 AND KNOWN AS TRUST NUMBER 107291 ("DEVELOPER"), LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 27, 1984 AND KNOWN AS TRUST NUMBER 108833 ("ADJOINING OWNER") AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 1, 1984 AND KNOWN AS TRUST NUMBER 108520 ("HOLIDAY'S ASSIGNEE") TO CONSTRUCT, INSTALL, USE, MAINTAIN, REPAIR AND REPLACE SUCH WATER AND GAS MAINS, SANITARY SEWER AND STORM SEWER LINES, LATERALS, FEEDERS AND BASINS, LIGHTING POLES AND APPARATUS, ELECTRICAL CONDUITS AND TRANSFORMERS AND THE ACCESSORY FACILITIES RELATING TO ALL OF THE FOREGOING AS SHALL BE NECESSARY OR REQUIRED BY LAW TO SERVE PARCELS 4, 5, 6, 7 AND 9 WITH WATER, SEWER, GAS, ELECTRICAL, TELEPHONE COMMUNICATION AND OTHER UTILITY SERVICES IN, UNDER, OVER AND UPON A 20 FOOT STRIP CONTIGUOUS TO THE PERIMETER OF THE LAND HERETOFORE DESCRIBED:

THAT PART OF THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF MANNHEIM ROAD, BEING A LINE 33.0 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTH WEST 1/4, WITH A LINE 50.0 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH WEST 1/4 (THE WEST LINE OF SAID SOUTH WEST 1/4 HAVING AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE OF MANNHEIM ROAD, 276.87 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LAND CONDEMNED FOR THE WIDENING OF MANNHEIM ROAD IN CASE NO. 65L7109, CIRCUIT COURT OF COOK COUNTY, ILLINOIS; THENCE NORTH 87 DEGREES 35 MINUTES 51 SECONDS EAST ALONG SAID LAST DESCRIBED

9225
10/2/84

EXHIBIT A CONTINUED-

SOUTH LINE, 11.01 FEET TO THE EAST LINE OF LAND CONDEMNED FOR THE WIDENING OF MANNHEIM ROAD IN SAID CASE NO. 65L7109; THENCE NORTH 00 DEGREES 13 MINUTES 18 SECONDS EAST ALONG SAID LAST DESCRIBED LINE, 248.60 FEET TO A POINT ON A LINE 575.0 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH WEST 1/4, SAID POINT BEING 45.0 FEET EAST OF THE INTERSECTION OF SAID LAST DESCRIBED PARALLEL LINE WITH THE WEST LINE OF SAID SOUTH WEST 1/4; THENCE NORTH 01 DEGREES 36 MINUTES 37 SECONDS EAST ALONG THE EAST LINE OF THE LAND CONDEMNED FOR THE WIDENING OF MANNHEIM ROAD IN CASE NO. 65L8179, CIRCUIT COURT OF COOK COUNTY, ILLINOIS, 25.86 FEET TO A POINT FOR A PLACE OF BEGINNING; THE FOLLOWING FOUR COURSES ARE ALONG THE EAST, SOUTH EAST OR SOUTHWESTERLY LINE OF LAND CONDEMNED FOR THE WIDENING OF HIGGINS ROAD AND MANNHEIM ROAD IN SAID CASE NO. 65L8179; THENCE NORTH 01 DEGREES 36 MINUTES 37 SECONDS EAST, 153.41 FEET; THENCE NORTH 00 DEGREES 40 MINUTES 18 SECONDS EAST, 167.38 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 48.26 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 50.0 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 93.75 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 53 DEGREES 42 MINUTES 51 SECONDS EAST, 80.61 FEET); THENCE SOUTH 72 DEGREES 34 MINUTES 18 SECONDS EAST, 338.24 FEET TO AN INTERSECTION WITH A LINE 449.69 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTH WEST 1/4; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 335.0 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 404.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 11:

EASEMENT FOR THE BENEFIT OF PARCELS 4, 5, 6, 7 AND 9 AFORESAID AS CREATED BY EASEMENT AGREEMENT DATED NOVEMBER 7, 1984 AND RECORDED NOVEMBER 27, 1984 AS DOCUMENT 27350220 MADE BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 7, 1983 AND KNOWN AS TRUST NUMBER 107291 ("DEVELOPER"), LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 27, 1984 AND KNOWN AS TRUST NUMBER 108833 ("ADJOINING OWNER"), HOLIDAY INNS, INC (EMBASSY SUITES DIVISION), A TENNESSEE CORPORATION ("HOLIDAY") AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 1, 1984 AND KNOWN AS TRUST NUMBER 108520 ("HOLIDAY'S ASSIGNEE") FOR INGRESS AND EGRESS OF VEHICULAR AND PEDESTRIAN TRAFFIC OVER AND UPON ALL ROADS, STREETS, SIDEWALKS, WALKWAYS AND OTHER RIGHTS OF WAY FROM TIME TO TIME DESIGNED OR INTENDED FOR VEHICULAR AND/OR PEDESTRIAN TRAFFIC NOW OR HEREAFTER INSTALLED OR CONSTRUCTED WITHIN ANY PART OF THE FOLLOWING DESCRIBED PARCEL OF LAND, TO WIT:

THAT PART OF THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

UNOFFICIAL COPY

9 2 3 6 4 1 5 1

EXHIBIT A CONTINUED-

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF MANNHEIM ROAD, BEING A LINE 33.0 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTH WEST 1/4, WITH A LINE 30.0 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH WEST 1/4 (THE WEST LINE OF SAID SOUTH WEST 1/4 HAVING AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR THIS LEGAL DESCRIPTION), THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE OF MANNHEIM ROAD, 376.87 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LAND CONDEMNED FOR THE WIDENING OF MANNHEIM ROAD IN CASE NO. 65L7109, CIRCUIT COURT OF COOK COUNTY, ILLINOIS; THENCE NORTH 87 DEGREES 35 MINUTES 51 SECONDS EAST ALONG SAID LAST DESCRIBED SOUTH LINE, 21.01 FEET TO THE EAST LINE OF LAND CONDEMNED FOR THE WIDENING OF MANNHEIM ROAD IN CASE NO. 65L7109; THENCE NORTH 00 DEGREES 13 MINUTES 26 SECONDS EAST ALONG SAID LAST DESCRIBED LINE, 248.60 FEET TO A POINT ON A LINE 375.0 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH WEST 1/4, SAID POINT BEING 45.0 FEET EAST OF THE INTERSECTION OF SAID LAST DESCRIBED PARALLEL LINE WITH THE WEST LINE OF SAID SOUTH WEST 1/4; THENCE NORTH 01 DEGREES 36 MINUTES 37 SECONDS EAST ALONG THE EAST LINE OF LAND CONDEMNED FOR THE WIDENING OF MANNHEIM ROAD IN CASE NO. 65L8179, CIRCUIT COURT OF COOK COUNTY, ILLINOIS; 25.66 FEET TO A POINT FOR A PLACE OF BEGINNING. THE FOLLOWING FOUR COURSES ARE ALONG THE EAST, SOUTHEAST OR SOUTHWESTERLY LINE OF LAND CONDEMNED FOR THE WIDENING OF HIGGINS ROAD AND MANNHEIM ROAD IN SAID CASE NO. 65L8179; THENCE NORTH 01 DEGREES 36 MINUTES 37 SECONDS EAST, 153.41 FEET, THENCE NORTH 03 DEGREES 40 MINUTES 18 SECONDS EAST, 197.38 FEET, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 48.26 FEET TO A POINT OF CURVATURE, THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 30.0 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 93.75 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 53 DEGREES 42 MINUTES 51 SECONDS EAST, 80.61 FEET); THENCE SOUTH 72 DEGREES 34 MINUTES 18 SECONDS EAST, 338.24 FEET TO AN INTERSECTION WITH A LINE 449.69 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTH WEST 1/4, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 335.0 FEET, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 404.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY TAX INDEX NUMBERS:

09-33-311-016
09-33-311-018
09-33-311-020
09-33-311-048
09-33-311-049

PROPERTY LOCATED AT CORNER OF HIGGINS AND MANNHEIM, ROSEMONT, ILLINOIS.

022364151