

APPLICATION NO 25700  
DOCUMENT NO 3217508

**UNOFFICIAL COPY**

VOLUME 17 PAGE 196  
CERTIFICATE NO 1361791  
OWNER BRIDGEVIEW BANK AND TRUST COMPANY, as Trustee  
Trust Number 1-1027.

AUG 1 1962  
J. M. Jones

**CERTIFICATE OF TITLE**

Box 303

Date Of First Registration

93189264

APRIL FIFTH (Sch), 1962  
TRANSFERRED FROM CERTIFICATE NO 1002219

STATE OF ILLINOIS }  
COOK COUNTY }

I Sidney R. Olson Registrar of Titles in

and for said County, in the State aforesaid, do hereby certify that

BRIDGEVIEW BANK AND TRUST COMPANY, an Illinois Corporation, as Trustee,  
under the provisions of a Trust Agreement dated the 11th day of May,  
1961, and known as Trust Number 1-1027.

of the County of COOK and State of ILLINOIS

is the owner of an estate in fee simple, in the following described  
land situated in the County of Cook and State of Illinois.

**DESCRIPTION OF LAND**

93189264

LOT THREE----- (12)

In Hickory Highlands, being a Subdivision of the South Half (1/2) of the South Half (1/4) of the North Half (1/4) of the South Half (1/4) of the East Half (1/4) of the North West Quarter (1/4) (Except the East One-Eighth (1/8th) thereof) of Section 2, Township 37 North, Range 12, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on August 3, 1962, as Document Number 2048070, and re-registered on November 5, 1962, as Document Number 2064232.

DEPT-11 RECORD.T \$23.00  
T40011 TRAN 7743 03/12/93 12:21:00  
#6735 #1 \*-93-189264  
COOK COUNTY RECORDER

TAX 23-02-104-014

23.00

Subject to the Estates, Easements, Incumbrances and Charges noted on the following memorials page of this Certificate.

Witness My hand and Official Seal

this SECOND (2nd) day of JUNE A. D. 1962

Sidney R. Olson

Registrar of Titles Cook County Illinois

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## OF ESTATES, EASEMENTS, INCUMBRANCES AND CHARGES ON THE LAND.

DOCUMENT NO.	NATURE AND TERMS OF DOCUMENT	DATE OF DOCUMENT	DATE OF REGISTRATION YEAR-MONTH-DAY-HOUR	SIGNATURE OF REGISTRAR
187848-81 In Duplicate 2291570	General Taxes for the year 1980. 1st installment paid, 2nd installment not paid. Subject to General Taxes levied in the year 1981. Subject to utility easements, as shown on Plat registered as Document Number 2048079, and re-registered as Document Number 2064232. Mortgage from Daniel J. Russo and Dolores F. Russo, to Gage Park Springs and Loan Association, a Corporation, to <del>cancel</del> Note in the sum of \$25,500.00, payable as therein stated. For particulars see Document. Mortgage Certificate 451029 issued 9/17/66 on Mortgage 2291570	July 8, 1966	Sept. 13, 1966 1:34PM	<i>Lizmy R. Olson</i> <i>Lizmy R. Olson</i> <i>Lizmy R. Olson</i>
187848-85 In Duplicate	Subject to General Taxes levied in the year 1985... Mortgage from Bridgeview Bank and Trust Company, as Trustee under Trust Number 1-1027 to Bridgeview Bank and Trust Company Revolving Credit Note dated December 14, 1985, in the principal amount of \$15,000.00, with interest, due and payable January 27, 1985. For particulars see Document.	Dec. 14, 1985	Dec. 16, 1985 12:55PM	<i>Wm. Busby</i>
3484000	21 3992141	12-26-90		<i>Wm. Busby</i>
187848-90 In Duplicate 3934480	Subject to General Taxes levied in the year 1990. Release Deed in favor of Daniel J. Russo, et ux. Release Document Number 2291570.		Dec. 26, 1990 9:18AM	<i>Paul Busby</i>
187848-91 In Duplicate 3992141	Subject to General Taxes levied in the year 1999 Release Deed in favor of Bridgeview Bank Trust Company, under Trust Number 1-1027. Release Document Number 3484000. (Legal description attached).		Aug. 30, 1991 9:52AM	<i>Paul Busby</i>

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any monies or obligations owed or to be performed by the Mortgagee's predecessors in title shall not be enforceable thereafter against Mortgagee or any subsequent owner), and notwithstanding any such foreclosure or other acquisition of the Demised Premises by Mortgagee, the Lease will be recognized as a direct lease from Mortgagee or any other party acquiring the Demised Premises upon the foreclosure sale or pursuant to a deed in lieu of foreclosure or a transfer of the interest obtained thereby, except that the Mortgagee, or any subsequent owner, shall not (a) be liable for any previous act or omission of Landlord under the Lease, (b) be subject to offsets, if any, which shall theretofore have accrued to Lessee against Landlord, (c) have any obligation with respect to any security deposited under the Lease unless such security has been physically delivered to Mortgagee, or (d) be bound by any previous modification of the Lease (such as shown on Exhibit A attached hereto) or by any previous prepayment of fixed rent for a period greater than one (1) month, unless such modification or prepayment shall have been expressly approved in writing by the Mortgagee.

3. Any provision of this Agreement to the contrary notwithstanding, neither Mortgagee nor any purchaser acquiring title to the Center shall have any obligation, or incur any liability, with respect to the erection and completion of any improvements for Lessee's use and occupancy or any improvements in, on or about the Center, including, without limitation, the expansion, enclosure and renovation of the Center, or any failure of the Landlord in connection therewith.

4. Lessee does hereby attorn to Mortgagee and agrees that, upon Mortgagee or any subsequent owner acquiring title to the Demised Premises, Lessee will pay all rentals and charges then due or to become due as they become due to Mortgagee or such subsequent owner, and Lessee agrees that it will, upon request by Mortgagee or any subsequent owner, execute a written agreement whereunder Lessee does attorn to Mortgagee or any such

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subsequent owner and affirm Lessee's obligations under the Lease and agree to pay all rentals and charges then due or to become due as they become due to Mortgagee or such subsequent owner.

5. Lessee from and after the date hereof shall send a copy of any notice or statement under the Lease to Mortgagee at the same time such notice or statement is sent to the Landlord under the Lease.

6. Lessor hereby agrees that from and after the date hereof in the event of any act or omission by Landlord under the Lease which would give Lessee the right, either immediately or after the lapse of the period of time, to terminate the Lease, or to claim a partial or total eviction, or to cease operations or to stop paying base rent, percentage rent or any other sums under the Lease, Lessee shall permit Mortgagee to cure such act or omission and Lessee will not exercise any such right (i) until it has given written notice of such act or omission to the Mortgagee by delivering such notice of such act or omission, by registered mail, return receipt requested, addressed to Mortgagee, at the Mortgagee's address as given herein (Attention: Real Estate Department), or at the last address of Mortgagee furnished to Lessee in writing and (ii) until 30 days shall have elapsed since Mortgagee's receipt of such notice (provided that if such act or omission is not reasonably capable of being cured within said 30 day period, Mortgagee shall be entitled to such longer period of time as is necessary to complete said cure, including without limitation the time required for Mortgagee to obtain ownership and control of the Demised Premises); provided, Mortgagee, at its option shall, following the giving of such notice, have elected to commence and continue to remedy such act or omission or to cause the same to be remedied.

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7. Lessee will neither offer nor make prepayment of rent (for a period in excess of one month) nor further change the terms, covenants, conditions and agreements of the Lease in any manner without the express consent in writing of the Mortgagee.

8. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage, except as specifically set forth herein.

9. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

10. This Agreement shall inure to the benefit of the parties hereto, their successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of the Mortgagee, all obligations and liabilities of the Mortgagee under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom the Mortgagee's interest is assigned or transferred; and provided further that the interest of Lessee under this Agreement may not be assigned or transferred.

11. Lessee agrees that this Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement.

12. Lessee acknowledges that it has notice that the Lease and the rent and all other sums due thereunder have been assigned to the Mortgagee as part of the security for the note secured by the Mortgage. In the event that Mortgagee notifies Lessee of a default under the Mortgage and demands that Lessee pay its rent and all other sums due under the Lease to Mortgagee, Lessee agrees that it will honor such demand and pay its rent and all other sums due under the Lease directly to the Mortgagee as directed by Mortgagee.

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To ensure the accuracy of the information provided to you, we have conducted a thorough review of the records maintained by this office. The information contained herein is a true and correct copy of the original records as they appear in our files. We warrant that the information is accurate and complete to the best of our knowledge and belief. This document is provided to you for your information and use only. It is not intended to constitute an offer of insurance or any other financial product. Please contact your insurance agent for more information. Thank you for your business.

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13. Lessee hereby agrees that Mortgages may, at Mortgagee's sole and exclusive option upon the institution of any foreclosure proceedings, elect in writing to have the Mortgage subordinated to the Lease for purposes of such foreclosure proceeding.

14. This Agreement may be executed in any number of counterparts and by separate parties hereto on separate counterparts, all of such counterparts taken together to constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties thereto have respectively signed and sealed this Agreement as of the day and year first above written.

BANK OF MONTREAL, as Agent

By M. J. [Signature] Director  
Title

Y. ROCH & BRENTANO'S

By W. J. [Signature] President  
Title

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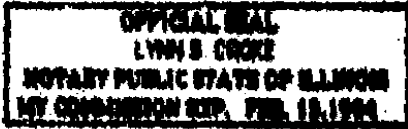
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State of Illinois )  
County of Cook ) SS

I, Lynn S. Cooke, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Mark D. McEnbach, a Director of Bank of Montreal, a Canadian chartered bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Director, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 1st day of March, 1992.



Lynn S. Cooke  
Notary Public  
Lynn S. Cooke  
(TYPE OR PRINT NAME)

(SEAL)

Commission Expires:

2-13-94

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DATE 11/19/2013 BY 60322 UCBAW/STP

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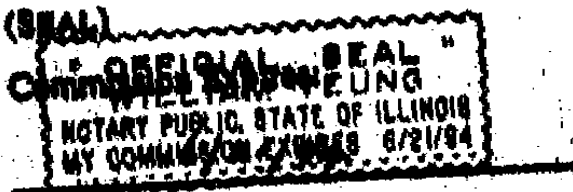
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State of Illinois )  
                          ) SS  
County of Cook )

I, William YOUNG, a Notary Public in and for said County, in the State aforesaid, do hereby certify that WILLIAM W. RICKMAN President of KOON'S BREWINGS, AN ILLINOIS corporation who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 14<sup>th</sup> day of December, 1992.

[Signature]  
Notary Public  
WILLIAM YOUNG  
(TYPE OR PRINT NAME)



Office of Cook County Clerk's Office

SCHEDULE 1

THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 18 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES NORTH AND EAST OF THE MARGIN OF THE LITTLE CAJAHUT RIVER, EXCEPTING THEREFROM THE FOLLOWING:

- A. THE EAST 210 FEET OF SAID NORTHWEST QUARTER;
- B. THAT PART TAKEN, USED OR DEDICATED FOR TORRENCE AVENUE;
- C. THAT PART TAKEN OR CONVEYED TO THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS BY DEEDS DULY RECORDED JULY 24, 1926 AS DOCUMENTS 9349884 AND 9349897;
- D. THAT PART OF SAID NORTHWEST QUARTER DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER; THENCE SOUTH ALONG THE WEST LINE OF SAID QUARTER, A DISTANCE OF 230 FEET; THENCE EASTERLY ON A LINE PARALLEL TO THE NORTH LINE OF SAID QUARTER, A DISTANCE OF 220 FEET; THENCE NORTH A DISTANCE OF 230 FEET TO A POINT ON THE NORTH LINE OF SAID QUARTER; THENCE WESTERLY ALONG SAID NORTH LINE A DISTANCE OF 220 FEET TO THE POINT OF BEGINNING.
- E. THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 18 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE EAST 660 FEET OF SAID NORTHWEST QUARTER; THENCE SOUTH 0 DEGREES, 08 MINUTES, 50 SECONDS WEST ON THE WEST LINE OF THE EAST 660 FEET OF SAID NORTHWEST QUARTER, A DISTANCE OF 1938.88 FEET; THENCE NORTH 44 DEGREES, 43 MINUTES, 30 SECONDS WEST, A DISTANCE OF 288.22 FEET; THENCE NORTH 33 DEGREES, 38 MINUTES, 00 SECONDS EAST, A DISTANCE OF 29.87 FEET; THENCE NORTH 44 DEGREES, 43 MINUTES, 30 SECONDS WEST, A DISTANCE OF 218.22 FEET; THENCE SOUTH 43 DEGREES, 17 MINUTES, 30 SECONDS WEST, A DISTANCE OF 24.00 FEET; THENCE NORTH 44 DEGREES, 43 MINUTES, 30 SECONDS WEST, A DISTANCE OF 118.00 FEET; THENCE SOUTH 43 DEGREES, 17 MINUTES, 30 SECONDS WEST, A DISTANCE OF 28.00 FEET; THENCE NORTH 44 DEGREES, 43 MINUTES, 30 SECONDS WEST, A DISTANCE OF 613.00 FEET;

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## SCHEDULE 1 CONTINUED

### H. (CONTINUED)

THENCE NORTH 0 DEGREES, 17 MINUTES, 30 SECONDS EAST ON A LINE PERPENDICULAR TO THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 843.00 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER;

THENCE SOUTH 89 DEGREES, 42 MINUTES, 30 SECONDS EAST ON THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1088.93 FEET TO THE PLACE OF BEGINNING.

### I. THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 16 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION;

THENCE SOUTH ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1284 FEET TO A POINT;

THENCE EAST 71.88 FEET (MEASURED AT RIGHT ANGLE) TO A POINT ON THE EAST LINE OF TORRENCE AVENUE, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING EAST ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 8 FEET TO A POINT;

THENCE SOUTH ALONG A LINE PARALLEL TO AND DISTANT 8 FEET FROM SAID EAST LINE OF TORRENCE AVENUE A DISTANCE OF 314.00 FEET TO A POINT;

THENCE WEST, FORMING A RIGHT ANGLE WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 8 FEET TO A POINT ON SAID EAST LINE OF TORRENCE AVENUE;

THENCE NORTH A DISTANCE OF 314.00 FEET TO THE POINT OF BEGINNING;

### G. THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 16 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER;

THENCE EAST A DISTANCE OF 280 FEET TO A POINT;

THENCE SOUTH A DISTANCE OF 30 FEET (MEASURED AT RIGHT ANGLE) TO A POINT ON THE SOUTH LINE OF 169TH STREET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 30 FEET TO A POINT;

THENCE EAST ALONG A LINE PARALLEL TO AND DISTANT 60 FEET FROM THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 722.77 FEET TO A POINT;

THENCE NORTH ALONG A LINE FORMING A RIGHT ANGLE WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 30 FEET TO A POINT ON SAID SOUTH LINE OF 169TH STREET;

THENCE WEST A DISTANCE OF 722.77 FEET TO THE POINT OF BEGINNING;

### H. PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 16 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING THE NORTH 150 FEET OF THE SOUTH 400 FEET OF THE WEST 120 FEET OF THE EAST 810 FEET OF SAID QUARTER SECTION, ALL IN COOK COUNTY, ILLINOIS.

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A COPY OF THE RECORDS OF THE DISTRICT OF COLUMBIA  
RECORDS DEPARTMENT HAS BEEN RECEIVED FROM THE  
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Krochs & Brentano's

## EXHIBIT "A" TO SUBORDINATION, NON-DISTURBANCE AND ATTORNEYMENT AGREEMENT

### DESCRIPTION OF LEASE DOCUMENTS AND LEASE TERMS

- A. Date of Lease: October 1, 1988
- B. Parties:
- (1) Lessor: LaSalle National Trust, N.A., successor trustee to LaSalle National Bank, Trustee under Trust No. 30703
  - (2) Tenant: Krochs & Brentano's, Inc.
- C. Amendments, Assignments, Subleases and Other Leases or Agreements:
- Lease Amendment dated July 31, 1989

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**STREET ADDRESS:**

**96 River Oaks Center  
Calumet City, Illinois 60409**

**U.N.N**

**30-19-100-126**

**30-19-100-127**

**30-19-100-112**

**PREPARED BY AND MAIL TO:**

**WILSON J. SHULDNER  
SHAPMAN AND CUTLER  
111 WEST MONROE STREET  
CHICAGO, ILLINOIS 60690**

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