

The above space for recorders use only

THIS INDENTURE, made this 8th day of March, 19 93, between BRIDGEVIEW BANK AND TRUST COMPANY, a corporation duly authorized by the Statutes of Illinois to execute trusts, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said Bank in pursuance of a trust agreement dated the 11th day of May, 19 81, and known as Trust Number 1-1027, party of the first part, and

DANIEL J. RUSSO and DOLORES F. RUSSO, his wife, jointly  
8950 South 84th Court, Hickory Hills, IL 60457.

DEPT. 1 RECORD. T  
T#0011 TRAN 7743 03/12/93 12:21:00  
#6736 # 1 \*-93-189265  
COOK COUNTY RECORDER

\$23.50

party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of Ten and no/100ths (\$10.00) Dollars, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

Lot 12 in Hickory Highlands, being a Subdivision of the South 1/2 of the South 1/2 of the North 1/2 of the East 1/2 of the Northwest 1/4 (except the East 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 No. 2048079, and re-registered on November 5, 1962, as Document No. 2064232

93189265

together with the tenements and appurtenances thereunto belonging.

Permanent Real Estate Index Number(s): 23-02-104-014-0000  
Address(es) of Real Estate: 8950 South 84th Court, Hickory Hills, IL 60457

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to direction and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its vice-president and attested by its trust officer, the day and year first above written.

Prepared By: Lidia Marinca

BRIDGEVIEW BANK & TRUST CO.  
7940 S. Harlem  
Bridgeview, IL 60455

BRIDGEVIEW BANK & TRUST CO.  
as Trustee as aforesaid



By: Murray H. Aelter Trust Officer

Attest: Joyce Schreiner Trust Officer

Section 4  
Buyer, Seller or Representative  
Date 3/11/93  
Real Estate Transfer Tax  
Karen L. Ch...

STATE OF ILLINOIS SS.  
COUNTY OF COOK

I, the undersigned a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Trust Officer of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed, as their free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

"OFFICIAL SEAL"  
LIDIA MARINCA  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 4-30-94

Given under my hand and Notarial Seal this 8th day of March, 19 93

Lidia Marinca  
Notary Public

DELIVERY

NAME Daniel Russo  
STREET 8950 S. 84th Ct  
CITY Hickory Hills OR 60457  
INSTRUCTIONS  
RECORDER'S OFFICE BOX NUMBER

SEND SUBSEQUENT TAX BILLS TO:  
2350  
Daniel Russo  
8950 S. 84th Ct  
Hickory Hills, IL  
60457



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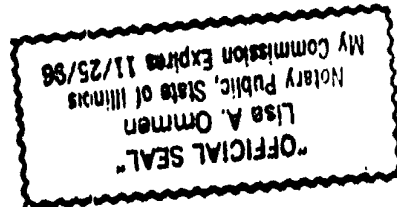
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## STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated 3/10/93, 1993 Signature: Karen A Buck  
Grantor or Agent

Subscribed and sworn to before me by the  
said grantor this  
11th day of March, 1993  
Notary Public Lisa A. Ommen



The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated 3/11, 1993 Signature: Karen A Buck  
Grantee or Agent

Subscribed and sworn to before me by the  
said grantee this  
11th day of March, 1993  
Notary Public Lisa A. Ommen

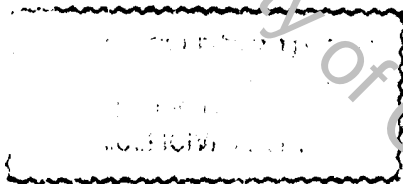


NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

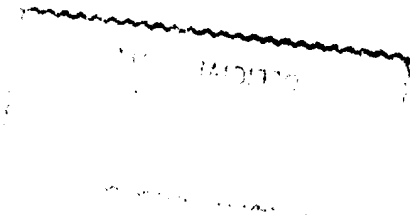
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(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

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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 (except 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 attest to Mortgagee and agree 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 attest 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. Lessee 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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RETURN TO THE CLERK OF COOK COUNTY, CHICAGO, ILL.

IN THE MATTER OF THE ESTATE OF [Name], Deceased

Case No. [Number]



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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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13. Lessee hereby agrees that Mortgagee 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.

15. See attached addendum.

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 Mark D. Tomkowiak Director  
Title

Winkelman Stokes Incorporated

By [Signature] President  
Title

State of Illinois

County of Cook

SS

I, Laura S. Cook, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Marc D. Tremblay, 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 4th day of March, 1992.



Laura S. Cook  
Notary Public  
Laura S. Cook  
(TYPE OR PRINT NAME)

(SEAL)

Commission Expires:

2-13-94

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in (name) and not in state of Illinois  
to state of Illinois  
any other state of Illinois

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State of NEW JERSEY

) SS

County of HUDSON )

I, Janet C. Sweetman, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jeffrey A. Klein, Vice President of Winkelman Stores Incorporated Michigan corporation who is 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/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 11<sup>th</sup> day of January, 1998.

[Signature]  
Notary Public

Janet C. Sweetman

(TYPE OR PRINT NAME)

(SEAL)

Commission Expires:

JANET C. SWEETMAN

NOTARY PUBLIC OF NEW JERSEY

MY COMMISSION EXPIRES DECEMBER 17, 1999

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, this 1st day of January, 2011.

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**ADDENDUM**

Nothing in this document shall be interpreted as enlarging any obligation of Lessee to Landlord or diminishing any of the rights of Lessee under the Lease.

This certificate is contingent upon the agreement among Landlord, Mortgagee and Lessee that in the event of any foreclosure proceeding, Mortgagee or any purchaser shall recognize Lessee's interest in the Lease and in the premises and shall permit Lessee to remain within the premises and operate its business pursuant to the terms of the Lease and any subsequent modifications and/or amendments.

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## SCHEDULE 1

THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 18 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES WEST AND EAST OF THE COURSE OF THE LITTLE GALBERT RIVER, EXCEPTING THEREOF THE FOLLOWING:

- A. THE EAST 1/4 PART OF SAID NORTHWEST QUARTER;
- B. THAT PART TOWN, USED OR DESIGNATED FOR TOLLEGE AVENUE;
- C. THAT PART THEREOF CONVEYED TO THE PUBLIC SERVICE COMPANY OF NORTHWEST ILLINOIS BY DEEDS ONLY RECORDED JULY 26, 1916 AS INSTRUMENTS 9340064 AND 9360007;
- D. THAT PART OF SAID NORTHWEST QUARTER DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHWEST CORNER OF SAID QUARTER;  
THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER, A DISTANCE OF 130 FEET;  
THENCE EASTWARD ON A LINE PARALLEL TO THE NORTH LINE OF SAID QUARTER, A DISTANCE OF 210 FEET;  
THENCE NORTH A DISTANCE OF 130 FEET TO A POINT ON THE NORTH LINE OF SAID QUARTER;  
THENCE WESTWARD ALONG SAID NORTH LINE A DISTANCE OF 200 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 600 FEET OF SAID NORTHWEST QUARTER;  
THENCE SOUTH 6 DEGREES, 49 MINUTES, 18 SECONDS WEST ON THE WEST LINE OF THE EAST 600 FEET OF SAID NORTHWEST QUARTER, A DISTANCE OF 1638.84 FEET;  
THENCE NORTH 44 DEGREES, 43 MINUTES, 30 SECONDS WEST, A DISTANCE OF 200.00 FEET;  
THENCE NORTH 15 DEGREES, 10 MINUTES, 00 SECONDS EAST, A DISTANCE OF 39.87 FEET;  
THENCE NORTH 74 DEGREES, 43 MINUTES, 30 SECONDS WEST, A DISTANCE OF 219.81 FEET;  
THENCE SOUTH 45 DEGREES, 17 MINUTES, 30 SECONDS WEST, A DISTANCE OF 24.00 FEET;  
THENCE SOUTH 44 DEGREES, 43 MINUTES, 30 SECONDS WEST, A DISTANCE OF 110.00 FEET;  
THENCE SOUTH 45 DEGREES, 17 MINUTES, 30 SECONDS WEST, A DISTANCE OF 20.00 FEET;  
THENCE NORTH 14 DEGREES, 43 MINUTES, 30 SECONDS WEST, A DISTANCE OF 618.00 FEET;

9340064

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COOK COUNTY

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## SCHEDULE A CONTINUED

### B. (CONTINUED)

THENCE NORTH 8 DEGREES, 17 MINUTES, 30 SECONDS EAST ON A LINE PERPENDICULAR TO THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 543.00 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER;

THENCE SOUTH 69 DEGREES, 43 MINUTES, 30 SECONDS EAST ON THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1055.93 FEET TO THE PLACE OF BEGINNING.

THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 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 71.00 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 5 FEET TO A POINT;

THENCE SOUTH ALONG A LINE PARALLEL TO AND DISTANT 5 FEET FROM SAID EAST LINE OF TORRENCE AVENUE A DISTANCE OF 316.00 FEET TO A POINT;

THENCE WEST, FORMING A RIGHT ANGLE WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 5 FEET TO A POINT ON SAID EAST LINE OF TORRENCE AVENUE;

THENCE NORTH A DISTANCE OF 316.00 FEET TO THE POINT OF BEGINNING;

### C. THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 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 350 FEET TO A POINT;

THENCE SOUTH A DISTANCE OF 30 FEET (MEASURED AT RIGHT ANGLE) TO A POINT ON THE SOUTH LINE OF 180TH 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 180TH STREET;

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

### D. PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING THE NORTH 130 FEET OF THE SOUTH 600 FEET OF THE WEST 150 FEET OF THE EAST 610 FEET OF SAID QUARTER SECTION, ALL IN COOK COUNTY, ILLINOIS.

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01/12/20

PROPERTY OF COOK COUNTY CLERK'S OFFICE

A COPY OF THE RECORDS OF THE  
COUNTY OF COOK, ILLINOIS, IS  
HEREBY CERTIFIED TO BE A TRUE  
AND CORRECT COPY OF THE  
ORIGINAL RECORDS AS THE SAME  
ARE KEPT IN THE OFFICE OF THE  
CLERK OF SAID COUNTY, ILLINOIS,  
AT CHICAGO, ILLINOIS, THIS  
12TH DAY OF JANUARY, 2020.  
CLERK OF COOK COUNTY, ILLINOIS

H.J. Carroll

**EXHIBIT MAP  
TO SUBORDINATION, NON-DISTURBANCE AND ASSIGNMENT AGREEMENT**

**DESCRIPTION OF LEASE DOCUMENTS AND LEASE TERMS**

- A. Date of Lease: August 11, 1987
- B. Parties:
- (1) Landlord: LaSalle National Trust, N.A., successor trustee to LaSalle National Bank, Trustee under Trust No. 30703
  - (2) Tenant: Winkelman Stores, Incorporated
- C. Amendments, Assignments, Subleases and Other Leases or Agreements:
- None

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**TRUST ADDRESS:** 96 River Oaks Center  
Calumet City, Illinois 60409

**P.L.N.s:** 90-19-100-128  
90-19-100-129  
90-19-100-112

**PREPARED BY AND MAIL TO:**

**ALISON J. SHULDINER  
CHAPMAN AND CUTLER  
111 WEST MONROE STREET  
CHICAGO, ILLINOIS 60600**

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