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RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Joel R. Hall, Esq.  
c/o The Gap, Inc.  
900 Cherry Avenue  
San Bruno, CA 94066

95546413

DEPT-01 RECORDING \$51.50  
T#0003 TRAN 2302 08/17/95 16:30:00  
#3524 EB #95-546413  
COOK COUNTY RECORDER  
DEPT-10 PENALTY \$48.00



## NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT is made and entered into as of the 17th day of July, 1995, by and between WELLS FARGO REALTY ADVISORS FUNDING, INCORPORATED, a Colorado corporation, as mortgagee under a mortgage dated as of December 31, 1993, (hereinafter called "Mortgagee") and THE GAP, INC., a Delaware corporation (hereinafter called "Tenant").

### W I T N E S S E T H

WHEREAS, Mortgagee is the holder of a certain note (the "Note") and the mortgagee under (i) a certain Contingent Interest Mortgage Security Agreement and Assignment of Leases and Rents, and (ii) a First Amended and Restated Mortgage, Security Agreement and Assignment of Leases and Rents, both of which documents are dated as of December 31, 1993 (and both of which documents are individually or collectively referred to as the "Mortgage"), made by American National Bank and Trust Company of Chicago, a national banking association ("Trustee"), not personally, but as trustee under that certain Trust Agreement dated March 1, 1987 (the "Trust Agreement"), and known as Trust No. 101496-07 (the "Trust"), Bearland Vistas, Inc., an Illinois corporation (as "Beneficiary") and Ford City Associates, an Illinois limited partnership (as "Borrower") (and wherein said Trustee, Beneficiary and Borrower are sometimes referred to as "Mortgagor") and which Mortgage was recorded on January 3, 1994

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Ford City North Nondisturbance Agreement  
Exhibit C-2 (Wells Fargo)  
h:\ford\EX-C-2.717  
7/17/95

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in the Recorder's Office of Cook County, Illinois as Document Nos. 94003705 and 94003706 respectively.

Said Mortgage covers certain real property together with all appurtenances thereto and improvements thereon (the "Property") all as more particularly described in Exhibit "A" attached hereto and made a part hereof and which property is commonly known as Ford City Shopping Center, in the City of Chicago, County of Cook, State of Illinois; and

WHEREAS, by Shopping Center Lease (hereinafter referred to as the "Lease") dated as of July 17, 1995, EQUITY PROPERTIES AND DEVELOPMENT LIMITED PARTNERSHIP, as agent for owner, as landlord (the "Landlord") leased to Tenant that certain premises, (the "Premises") containing approximately 13,277 square feet of area and constituting a part of a retail shopping center commonly known as Ford City North Mall (the "Shopping Center") located at 7601 South Cicero Avenue, in the City of Chicago, County of Cook, State of Illinois, which constitutes the a portion of the Property covered by the Mortgage, all as more particularly described in said Lease; and

WHEREAS, the Lease is subordinate in priority to the Mortgage; and

WHEREAS, Tenant wishes to obtain from Mortgagee certain assurances that Tenant's possession of the Premises will not, subject to the terms and conditions of this Agreement, be disturbed by reason of the enforcement of the Mortgage covering the Premises or a foreclosure of the lien thereunder; and

WHEREAS, Mortgagee is willing to provide such assurances to Tenant upon and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above, the reciprocal promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are

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hereby acknowledged, the parties hereto do mutually agree as follows:

1. Ratification. Tenant hereby ratifies the Lease and confirms that the Lease now is or shall become upon the mutual execution of this Agreement subject and subordinate in all respects to the Mortgage and to all renewals, modifications and extensions thereof, subject to the terms and conditions of this Agreement. Tenant hereby affirms that the Lease is in full force and effect and that the Lease has not been modified or amended. Mortgagee acknowledges receipt of a copy of the Lease and hereby approves the same.

2. Landlord's Default. Tenant agrees with Mortgagee that, from and after the date Tenant receives a fully executed copy of this Agreement, Tenant will not seek to terminate the Lease pursuant to any right to do so as contained in the Lease by reason of any act or omission of the Landlord until Tenant shall have given written notice of such act or omission to the Mortgagee (at Mortgagee's last address furnished to Tenant) and until a period of thirty days shall have elapsed Mortgagee shall have the right, but not the obligation, to remedy such act or omission, provided however that if the act or omission does not involve the payment of money from Landlord to Tenant and (i) is of such a nature that it could not be reasonably remedied within the thirty (30) day period aforesaid, or (ii) the nature of the act or omission or the requirements of local law require the Mortgagee to appoint a receiver or to foreclose on or commence legal proceedings to recover possession of the Property in order to effect such remedy and such legal proceedings and consequent remedy cannot reasonably be achieved within said thirty (30) days, then Mortgagee shall have such further time as is reasonable under the circumstances to effect such remedy provided that Mortgagee shall notify Tenant within ten (10) days after

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receipt of Tenant's notice of Mortgagee's intention to effect such remedy and provided further that Mortgagee institutes immediate legal proceedings to appoint a receiver for the Property or to foreclose on or recover possession of the Property within said thirty (30) day period and thereafter prosecutes said proceedings and remedy with due diligence and continuity to completion.

3. Non-Disturbance and Attornment. So long as Tenant is not in default under the Lease (beyond any period given Tenant to cure such default) as would entitle Landlord to terminate the Lease or would cause, without any further action of Landlord, the termination of the Lease or would entitle Landlord to dispossess Tenant thereunder, Mortgagee agrees with Tenant that Mortgagee will not disturb the peaceful and quiet possession or right of possession of the Premises by Tenant nor shall the Lease or its appurtenances be extinguished by reason of any Foreclosure (as hereinafter defined) or otherwise, nor join Tenant as a party in any action or proceeding brought pursuant to the Mortgage.

In the event that Mortgagee or its successors or assigns, as defined in Paragraph 7 hereof, (herein called "Successor Landlord") acquires the interest of Landlord or comes into the possession of or acquires title to the Premises by reason of the foreclosure (judicial or non-judicial) or enforcement of the Mortgage (including a private power of sale) or the Note or obligations secured thereby or by a conveyance in lieu thereof or other conveyance or as a result of any other means (any or all of the foregoing hereinafter referred to as a "Foreclosure"), then the Lease and all appurtenances thereto shall remain in full force and effect and Tenant shall be bound to Successor Landlord under all of the provisions of the Lease for the balance of the term thereof (including any extensions or renewals thereof which may be effected in accordance with any options contained in the

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Lease) with the same force and effect as if Successor Landlord was the Landlord under the Lease, and Tenant hereby agrees to attorn to Successor Landlord as its landlord, such attornment to be effective and self operative, without the execution of any further instruments on the part of either of the parties hereto, immediately upon the succession by Successor Landlord to the interest of Landlord in the Promises; and further, in such event, Successor Landlord shall be bound to the Tenant under all of the provisions of the Lease, and Tenant shall, from and after such event, have the same remedies against Successor Landlord for the breach of any agreement contained in the Lease that the Tenant might have had under the Lease against Landlord thereunder provided, however, that Successor Landlord shall not be:

(a) liable for any act or omission of any prior landlord (including Landlord) unless Tenant shall have given notice (pursuant to Paragraph 2 hereof) of such act or omission to the party who was the then holder of the Mortgage (whether or not such holder elected to cure or remedy such act or omission);

(b) subject to any offsets (except those expressly permitted under the Lease) or defenses which Tenant might have against any prior landlord (including Landlord) unless Tenant shall have given notice (pursuant to Paragraph 2 hereof) of the state of facts or circumstances under which such offset or defense arose to the party who was the then holder of the Mortgage (whether or not such holder elected to cure or remedy such condition); or

(c) bound by any rent or additional rent which Tenant might have paid to any prior landlord (including Landlord) more than thirty (30) days in advance of the due date under the Lease; or

(d) bound by any security deposit which Tenant may have paid to any prior landlord (including Landlord), unless such deposit is available to the party who was the holder of the

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Mortgage at the time of a Forclosure; or

(e) bound by any amendment or modification of the Lease made without the consent of the party who was the holder of the Mortgage at the time of such amendment or modification, unless such amendment or modification was subsequently affirmed by an intervening holder.

Tenant shall be under no obligation to pay rent to Mortgagee or to Successor Landlord until Tenant receives written notice from Mortgagee or Successor Landlord stating that Mortgagee or Successor Landlord is entitled to receive the rents under the Lease directly from Tenant and Mortgagee or Successor Landlord hereby agrees to indemnify Tenant and hold Tenant harmless from all liability, costs, and expenses, including reasonable attorney's fees, arising out of any claims made by Landlord with respect to any rents paid by Tenant to Mortgagee or Successor Landlord at the direction of Mortgagee or Successor Landlord.

4. Notices of Default/Tenant's Right to Cure. This paragraph intentionally deleted.

5. Agreement to Release Proceeds or Awards

(a) Destruction. In the event of a casualty at the Premises and:

- (i) in the further event the Lease is not terminated by reason thereof, Mortgagee agrees to release, pursuant to the applicable provisions of the Mortgage, its interest in any insurance proceeds applicable to Basic Tenant Improvements (as defined in Article 6 of the Lease) and which are either:

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- (A) payable under Landlord's insurance policies, or
- (B) payable under Tenant's insurance policies and which, pursuant to Article 10 ["Insurance"] of the Lease, Mortgagee is named as an additional insured thereunder or a lender's loss payable endorsement is issued in its favor or Mortgagee otherwise has an interest in such proceeds,

such proceeds to be used for the purpose of restoration, consistent with the parties' rights and obligations under Articles 6 ["Alterations"], 10 ["Insurance"] and 12 ["Damage and Destruction"] of the Lease provided that Landlord observes the requirements set forth in the Mortgage for the release of insurance proceeds ("Release Requirements"). Notwithstanding the foregoing, and so long as the Tenant under the Lease is The Gap, Inc., or a subsidiary, parent or subsidiary of a parent of The Gap, Inc., (collectively, a "Gap Entity"):

(1) Mortgagee waives its right to approve Tenant's plans and specifications for such work provided such plans (x) comply with applicable law, and (y) are consistent with the store design of other stores of the Gap Entity operating under the same tradename to be operated at the Premises;

(2) So long as the Gap Entity Tenant's general contractor is Fisher Development, Inc., of San Francisco ("FDI") (which is the general contractor who builds and/or oversees the construction of all stores of the Gap Entity), Mortgagee hereby approves of FDI in advance and also waives its right to approve any

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subcontractor or materialman engaged by FDI provided that the applicable provisions of the Lease regarding the hiring and supervision of contractors are complied with;

(3) So long as the Gap Entity Tenant's general contractor is FDI, Mortgagee waives or shall not impose upon a Gap Entity, FDI or any subcontractor or materialman engaged by FDI, as a condition precedent to the release of proceeds payable to Tenant, any requirement (w) to furnish a payment or performance bond, or (x) to furnish lien waivers in advance of any work performed, (y) waivers of lien after performance of such work or (z) lien releases with respect to any liens filed provided that in all of the cases hereinbefore mentioned Tenant shall keep the Property free of any liens, as required by and in accordance with the procedures, terms and conditions of Article 8 ["Mechanics' Liens"] of the Lease. Tenant hereby reaffirms its obligations under Article 8 of the Lease;

(ii) whether or not the Lease is terminated by reason thereof, Mortgagee shall release its interest in any insurance proceeds applicable to Additional Tenant Improvements (as defined in Article 6 of the Lease) and payable under either Landlord's or Tenant's insurance policies, consistent with Tenant's rights under Articles 6, 10 and 12 of the Lease;

(iii) whether or not the Lease is terminated by reason thereof, Mortgagee acknowledges that it has no interest in any other property of Tenant located on the Premises

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and if any insurance proceeds are payable with respect to such other property under either Landlord's or Tenant's policies, Mortgagee hereby waives and releases any interest it may have to the same.

(b) Eminent Domain. In the event of a Taking (as defined in Article 13 ["Eminent Domain"] of the Lease) and:

(i) in the further event the Lease is not terminated by reason thereof, and provided [A] both Landlord and Tenant have notified Mortgagee that they shall undertake to restore the Premises as provided in Article 13 of the Lease, and [B] all of the conditions of the above subparagraph 5 (a) ["Destruction"] of this Agreement are complied with by Landlord, Mortgagee agrees to release its interest in so much of the award applicable to Basic Tenant Improvements and Additional Tenant Improvements (as these terms are defined in Article 6 of the Lease) as shall be necessary for the purposes of restoration, consistent with Landlord's and Tenant's rights and obligations under Article 13 of the Lease and in accordance with the terms and conditions of subparagraph 5 (a) ["Destruction"] of this Agreement;

(ii) whether or not the Lease is terminated by reason thereof, Mortgagee releases its interest in that portion of the award to which Tenant is entitled pursuant to Article 13 of the Lease.

6. Notices. All notices, demands, or requests, and responses thereto, required or permitted to be given pursuant to

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this Agreement shall be in writing and shall be sent postage prepaid by certified or registered mail return receipt requested, or may be forwarded by United States Express Mail Service, or by Federal Express or other private overnight delivery service or by telex or telegram (but not facsimile) provided that a receipt or proof of delivery thereof can be produced, addressed as follows:

To Mortgagee: c/o Wells Fargo Real Estate Group  
Three First National Plaza  
70 West Madison, Suite 460  
Chicago, ILL 60602  
Attn: Ms Kathy Kanno

With a copy to:

Wells Fargo Bank, N.A.  
420 Montgomery Street  
6th Floor  
San Francisco, CA 94163  
Attn: Loan Administration Manager

To Tenant: The Gap, Inc.  
900 Cherry Avenue  
San Bruno, CA 94066  
Attention: Real Estate Law Department

or to such other address as Mortgagee or Tenant may designate in writing. All such notices shall be deemed delivered when actually received or refused by the other party.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns it being understood that the obligations herein of Mortgagee shall extend to it in its capacity as mortgagee under the Mortgage and to its successors and assigns, including anyone who shall have succeeded to its interest or to Landlord's interest in the Premises or acquired possession thereof by Foreclosure, purchase at a foreclosure sale or otherwise.

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

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## MORTGAGEE

WELLS FARGO REALTY ADVISORS FUNDING,  
INCORPORATED

WITNESS OR ATTEST:

By: WELLS FARGO REAL ESTATE GROUP,  
ITS AGENT


By: 

By:   
V.P.

## TENANT

WITNESS OR ATTEST:

THE GAP, INC.

  
Joel R. Hall  
Assistant Secretary

By 

J.M. Whisman  
Vice President

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
                                    ) SS:  
COUNTY OF SAN MATEO )

On July 18, 1995 before me, Kathleen Warner, Notary Public, personally appeared J. M. Whisman and Joel R. Hall personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Kathleen Warner  
Notary Public Signature

(SEAL)



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STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF COOK        )

On July 25th, 1995 before me Patricia M. Montague Notary Public, personally appeared David R. Maki and Kathleen Ganno personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Patricia M. Montague  
Notary Public Signature

(SEAL)



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Legal Description

## PART 1:

LOTS 1, 2 AND 4 IN FORD CITY SUBDIVISION OF PARTS OF THE NORTH 3/4 OF SECTION 27 AND THE SOUTH WEST 1/4 OF SECTION 22, BOTH IN TOWNSHIP 18 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 29, 1986 AS DOCUMENT 86166800, IN COOK COUNTY, ILLINOIS;

LESS AND EXCEPT FOR THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOT 1 IN "FORD CITY SUBDIVISION", OF PARTS OF THE NORTH 1/4 OF SECTION 27 AND THE SOUTHWEST QUARTER OF SECTION 22, BOTH IN TOWNSHIP 18 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 29, 1986 AS DOCUMENT NO. 86166800, WHICH PART IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 2483.00 FEET, MEASURED PERPENDICULARLY, EAST FROM THE WEST LINE OF SAID SECTION 27 AND 2511.33 FEET, MEASURED PERPENDICULARLY, NORTH FROM A STRAIGHT LINE (HEREINAFTER REFERRED TO AS LINE "A") EXTENDING EAST FROM A POINT ON THE WEST LINE OF SAID SECTION 27, WHICH IS 644.66 FEET SOUTH FROM THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 27 TO A POINT ON THE EAST LINE OF SAID SECTION 27 WHICH IS 619.17 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SOUTH HALF AND RUNNING

THENCE SOUTH ALONG THE EAST LINE OF THE WEST 2483.00 FEET, MEASURED PERPENDICULARLY, OF SAID SECTION 27, A DISTANCE OF 295.33 FEET TO A POINT ON A LINE WHICH IS 2216.00 FEET NORTH FROM AND PARALLEL WITH SAID LINE "A";

THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 104.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 2379.00 FEET, MEASURED PERPENDICULARLY, OF SAID SECTION 27;

THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 2379.00 FEET, A DISTANCE OF 116.00 FEET, TO A POINT ON A LINE WHICH IS 2100.00 FEET NORTH FROM AND PARALLEL WITH SAID LINE "A";

THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 146.50 FEET TO A POINT ON THE EAST LINE OF THE WEST 2232.50 FEET, MEASURED PERPENDICULARLY, OF SAID SECTION 27;

THENCE NORTH ALONG SAID EAST LINE OF THE WEST 2232.50 FEET, A DISTANCE OF 411.33 FEET, TO A POINT ON A LINE WHICH IS 2511.33 FEET NORTH FROM AND PARALLEL WITH SAID LINE "A", AND

THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 250.50 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 90,974 SQUARE FEET (2.0885 ACRES) OF LAND MORE OR LESS.

THAT PART OF LOT 1 IN "FORD CITY SUBDIVISION", OF PARTS OF THE NORTH 3/4 OF SECTION 27 AND THE SOUTHWEST QUARTER OF SECTION 22, BOTH IN TOWNSHIP 18 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 29, 1986 AS DOCUMENT NO. 86166800, WHICH PART IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 1140.00 FEET, MEASURED PERPENDICULARLY, EAST FROM THE WEST LINE OF SAID SECTION 27 AND 2723.50 FEET, MEASURED PERPENDICULARLY, NORTH FROM A STRAIGHT LINE (HEREINAFTER REFERRED TO AS LINE "A") EXTENDING EAST FROM A POINT ON THE WEST LINE OF SAID SECTION 27, WHICH IS 644.66 FEET SOUTH FROM THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 27 TO A POINT ON THE EAST LINE OF SAID SECTION 27 WHICH IS 619.17 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SOUTH HALF AND RUNNING

THENCE NORTH ALONG THE EAST LINE OF THE WEST 1140.00 FEET, MEASURED PERPENDICULARLY, OF SAID SECTION 27, A DISTANCE OF 81.00 FEET TO A POINT ON A LINE WHICH IS 2804.50 FEET NORTH FROM AND PARALLEL WITH SAID LINE "A";

THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 48.50 FEET TO A POINT ON THE EAST LINE OF THE WEST 1188.50 FEET, MEASURED PERPENDICULARLY, OF SAID SECTION 27;

THENCE NORTH ALONG SAID EAST LINE OF THE WEST 1188.50 FEET, A DISTANCE OF 71.50 FEET, TO A POINT ON A LINE WHICH IS 2876.00 FEET NORTH FROM AND PARALLEL WITH SAID LINE "A";

THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 57.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 1245.50 FEET, MEASURED PERPENDICULARLY, OF SAID SECTION 27;

THENCE NORTH ALONG SAID EAST LINE OF THE WEST 1245.50 FEET A DISTANCE OF 103.00 FEET, TO A POINT ON A LINE WHICH IS 2979.00 FEET NORTH FROM AND PARALLEL WITH SAID LINE "A";

THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 162.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 1407.50 FEET, MEASURED PERPENDICULARLY, OF SAID SECTION 27;

THENCE NORTH ALONG SAID EAST LINE OF THE WEST 1407.50 FEET, A DISTANCE OF 345.70 FEET TO A POINT;

THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 217.68 FEET TO A POINT WHICH IS 1608.81 FEET, MEASURED PERPENDICULARLY, EAST FROM THE WEST LINE OF SAID SECTION 27 AND 3241.96 FEET, MEASURED PERPENDICULARLY, NORTH FROM SAID LINE "A";

EXHIBIT "A"

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THENCE CONTINUING SOUTHEASTWARDLY, ALONG AN ARC OF A CIRCLE, CONVEX TO THE NORTHEAST, TANGENT TO LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 563.33 FEET, A DISTANCE OF 662.51 FEET TO AN INTERSECTION WITH A LINE WHICH IS 2723.50 FEET NORTH FROM AND PARALLEL WITH SAID LINE "A", AT A POINT WHICH IS 1957.81 FEET, MEASURED PERPENDICULARLY, EAST FROM THE WEST LINE OF SAID SECTION 27 AND

THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 817.81 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 297,328 SQUARE FEET (6.8257 ACRES) OF LAND, MORE OR LESS.

## PARCEL 2:

A TRIANGULAR PARCEL OF LAND IN THE NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH EAST OF THE SOUTHEASTERLY LINE OF STATE ROAD (BEING 50 FEET SOUTH EASTERLY AT RIGHT ANGLES TO THE CENTER LINE OF STATE ROAD) AND ALSO LYING WEST OF THE EAST 57 FEET OF SAID QUARTER SECTION AND PART OF A LINE DRAWN AT RIGHT ANGLES THROUGH A POINT ON THE WEST LINE OF SAID EAST 57 FEET, SAID POINT BEING 100.00 FEET NORTH OF THE SOUTH LINE OF THE NORTH EAST 1/4 AFORESAID IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

THAT PART OF THE NORTH 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE, 4995.53 FEET, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27, AND A LINE HEREINAFTER REFERRED TO AS LINE "A", WHICH EXTENDS FROM A POINT ON THE WEST LINE OF SAID SECTION 27, WHICH IS 644.66 FEET SOUTH FROM THE NORTH WEST CORNER OF THE SOUTH 1/2 OF SAID SECTION 27, TO A POINT ON THE EAST LINE OF SAID SECTION 27 WHICH IS 619.17 FEET SOUTH FROM THE NORTH EAST CORNER OF THE SAID SOUTH 1/2; THENCE SOUTH ALONG THE SAID LINE, 4995.53 FEET EAST, 541.29 FEET TO THE NORTH LINE OF A ROAD, AS INDICATED BY DOCUMENT NO. 11112944; THENCE SOUTHWESTERLY ALONG THE SOUTH NORTH LINE, 99.6 FEET TO ITS INTERSECTION WITH A LINE, 4896.34 FEET, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27; THENCE NORTH ALONG THE SAID LINE, 4896.34 FEET EAST, 536.37 FEET TO SAID LINE "A"; THENCE EAST ALONG SAID LINE "A", 99.19 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

## PARCEL 4:

THAT PART OF THE NORTH 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE 3536.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27 AND A LINE 20 FEET NORTH OF AND PARALLEL WITH A LINE HEREINAFTER REFERRED TO AS LINE "A", WHICH EXTENDS FROM A POINT ON THE WEST LINE OF SAID SECTION 27 WHICH IS 644.66 FEET SOUTH FROM THE NORTH WEST CORNER OF THE SOUTH 1/2 OF SAID SECTION 27 TO A POINT ON THE EAST LINE OF SAID SECTION 27 WHICH IS 619.17 FEET SOUTH FROM THE NORTH EAST CORNER OF SAID SOUTH 1/2; THENCE WEST ALONG SAID LINE 20.00 FEET NORTH, 123.73 FEET TO THE POINT; THENCE SOUTH ALONG A LINE MAKING INTERIOR ANGLE OF 88 DEGREES, 36 MINUTES, 00 SECONDS, 723.89 FEET, TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SAID SECTION 27; THENCE EAST ALONG SAID LINE 151.41 FEET TO THE EAST LINE OF WEST 3747 FEET OF SECTION 27; THENCE NORTH ALONG SAID LINE 704.71 FEET TO LINE "A"; THENCE WEST ALONG SAID LINE "A" TO THE EAST LINE OF THE WEST 3536 FEET OF SECTION 27; THENCE NORTH ALONG SAID LINE 20 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART FALLING NORTH OF LINE "A"), IN COOK COUNTY, ILLINOIS;

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EXHIBIT "A"

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THAT PART OF THE NORTH 3/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE 4995.53 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27 AND A LINE HERETEAFTER REFERRED TO AS LINE 'A', WHICH EXTENDS FROM A POINT ON THE WEST LINE OF SAID SECTION 27, WITH IS 644.66 FEET SOUTH FROM THE NORTH WEST CORNER OF THE SOUTH 1/2 OF SAID SECTION 27, TO A POINT ON THE EAST LINE OF SAID SECTION 27, WHICH IS 619.17 FEET SOUTH FROM THE NORTH EAST CORNER OF SAID SOUTH 1/2; THENCE EAST ALONG SAID LINE 'A' PER DOCUMENT 19563778, SAID WEST LINE OF SOUTH PULASKI ROAD BEING 79.00 FEET WEST OF THE EAST LINE OF SAID SECTION 27; THENCE SOUTH ALONG SAID WEST LINE OF SOUTH PULASKI ROAD (SAID WEST LINE BEING 70.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 27) A DISTANCE OF 216.59 FEET; THENCE SOUTHEASTERLY ALONG A LINE, A DISTANCE OF 191.05 FEET, TO A POINT, SAID POINT BEING 50.00 FEET WEST OF SAID EAST LINE OF SECTION 27; THENCE SOUTH ALONG THE WEST LINE OF SOUTH PULASKI ROAD (SAID WEST LINE BEING 50.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 27), A DISTANCE OF 31.15 FEET TO A CORNER OF THE LAND HERETOFORE DEDICATED FOR A PUBLIC STREET BY A PLAT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 13112544, WHICH CORNER IS 351.92 FEET MORE OR LESS, NORTH FROM THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SAID SECTION 27; THENCE SOUTHWESTWARDLY ALONG A LINE OF SAID LAND, SO DEDICATED, BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 65 FEET AND CONVEX SOUTHEASTWARDLY, A DISTANCE OF 94.42 FEET TO A POINT WHICH IS 107.00 FEET (MEASURED PERPENDICULARLY) WEST FROM SAID EAST LINE OF SECTION 17 AND 187.00 FEET (MEASURED PERPENDICULARLY) NORTH FROM SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 27; THENCE WESTWARDLY ALONG A LINE OF SAID LAND SO DEDICATED TO THE EAST LINE OF THE WEST 4995.53 FEET; THENCE NORTH ALONG SAID LINES 541.20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 6:

THAT PART OF THE NORTH 3/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE, 3809.93 FEET, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27, AND A LINE HERETEAFTER REFERRED TO AS LINE 'A', WHICH EXTENDS FROM A POINT ON THE WEST LINE OF SAID SECTION 27, WHICH IS 644.66 FEET, SOUTH FROM THE NORTH WEST CORNER OF THE SOUTH 1/2 OF SAID SECTION 27, TO A POINT ON THE EAST LINE OF SAID SECTION 27 WHICH IS 619.17 FEET, SOUTH FROM THE NORTH EAST CORNER OF THE SAID SOUTH 1/2; THENCE SOUTH, ALONG THE SAID LINE, 3809.93 FEET EAST, 704.96 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SAID SECTION 27; THENCE WEST, ALONG SAID SOUTH LINE, 62.69 FEET TO ITS INTERSECTION WITH A LINE 3747 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27; THENCE NORTH, ALONG THE SAID LINE, 3747 FEET EAST, 704.71 FEET TO SAID LINE 'A', THENCE EAST ALONG SAID LINE 'A' 62.69 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: BOUNDED BY CICERO AVENUE, 77TH STREET,  
PULASKI ROAD AND 72ND STREET

P.I.N.'S: 19-27-100-014 19-27-401-014  
19-27-100-035 19-27-401-042  
19-27-304-014 19-27-401-043  
19-28-202-012 19-27-401-044  
19-28-202-013

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EXHIBIT "A"

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