

# UNOFFICIAL COPY

95293023

## SUBORDINATION, ATTORNMENMENT AND NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION, ATTORNMENMENT AND NON-DISTURBANCE AGREEMENT (the "Agreement") is made as of the 24<sup>th</sup> day of April, 1994 by and among LASALLE NATIONAL TRUST, N.A., not individually but solely as Trustee under Trust Agreement dated April 1, 1994 and known as Trust No. 118924 ("Trustee"), SCHAUMBURG COURT LIMITED PARTNERSHIP, an Illinois limited partnership ("Beneficiary," with Trustee and Beneficiary at times being collectively referred to herein as "Landlord"), Petsmart, a Delaware Corp. ("Tenant"), and LASALLE NATIONAL BANK, a national banking association ("Mortgagee").

MS 9536329 DL

### Recitals

57.00  
 54.00  
 ---  
 111.00

A. Mortgagee and Landlord entered into a Loan Agreement dated as of April 24, 1994 whereby Mortgagee agreed to make a loan to Landlord in the aggregate amount of \$7,100,000 (the "Loan") on the terms and conditions contained therein. Landlord executed and delivered to Mortgagee a certain promissory note ("Note") dated as of April 24, 1994, payable to the order of Mortgagee in the original principal amount of \$7,100,000 with interest and principal payable as therein provided. The Loan and Note were secured by a mortgage ("Mortgage") dated April 24, 1994, and recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder") on April, 1994 as Document No. 95293020, encumbering, among other things, the property described in Exhibit A attached hereto and made a part hereof and all improvements thereon (the "Real Estate").

95293023

B. Tenant has entered into a Lease Agreement dated 5/23/94 (the "Lease"), with Landlord as landlord pursuant to which Landlord has leased the Real Estate to Tenant for the term and on the terms and conditions set forth in the Lease. The Lease is subject to the approval of Mortgagee and is subordinate to the Mortgage.

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DEPT-01 RECORDING 457.00  
13001 : TRAIL 3423 05/03/75 02:42:00  
15:08 : JIM \* - 85 - 285023  
COOK COUNTY RECORDER  
DEPT-01 PENALTY 157.00

1500 1000

1000 1000

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C. The parties desire to agree upon the relative priority of their interests in the Real Estate and their rights and obligations if certain events occur.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, the parties do hereby covenant and agree as follows:

1. Definitions. The following terms shall have the following meanings for purposes of this Agreement:

(a) "Construction Obligation" means any obligation of Landlord under the Lease to make, pay for, or reimburse Tenant for any alterations, demolition, or other improvements or work at Landlord's Premises, including Tenant's Premises. "Construction Obligations" shall not include: (a) reconstruction or repair following fire, casualty or condemnation; or (b) day-to-day maintenance and repairs.

(b) "Foreclosure Event" means (i) foreclosure under the Mortgage, (ii) any other exercise by Mortgagee of rights and remedies (whether under the Mortgage or under applicable law, including bankruptcy law) as holder of the Amended Note and/or the Mortgage, as a result of which Successor Landlord becomes owner of the Real Estate, or (iii) delivery by Trustee to Mortgagee (or its designee or nominee) of a deed or other conveyance of Trustee's interest in the Real Estate in lieu of any of the foregoing.

(c) "Successor Landlord" means any party that becomes owner of the Real Estate as the result of a Foreclosure Event.

(d) Initially capitalized terms used in this Agreement and not expressly defined herein have the meanings given them in the Loan Agreement, as amended.

2. Subordination of Lease. The parties acknowledge and agree that the Lease is and shall be subject and subordinate, in right, interest and lien and for all purposes, to the Mortgage, and to all renewals, modifications, consolidations, replacements and extensions thereof, and to any subsequent

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mortgage with which the Mortgage may be spread or consolidated, to the full extent of the principal sum and all other amounts secured thereby and interest thereon. Any interest of the Tenant in a right of first refusal to purchase all, or any part, of the Real Estate contained in the Lease is specifically subordinate to the rights of the Mortgagee under the terms of the Mortgage and shall be subject to the provisions of paragraph 3(d) of this Agreement.

### 3. Non-Disturbance and Attornment.

#### (a) No Exercise of Mortgage Remedies Against Tenant.

So long as the Lease is in full force and effect and Tenant is not in default under the lease beyond any applicable cure period, Mortgagee shall not name or joint Tenant as a defendant in any exercise of Mortgagee's rights and remedies arising upon a default under the Mortgage unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or prosecuting such rights and remedies. In the latter case, Mortgagee may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action.

#### (b) Nondisturbance and Attornment.

If the Lease has not been terminated, then when Successor landlord takes title to Landlord's Premises: (a) Successor Landlord shall not terminate or disturb Tenant's possession of Tenant's Premises under the lease, except in accordance with the terms of the Lease and this Agreement; (b) Successor Landlord shall be bound to Tenant under all terms and conditions of the Lease (except as provided in this Agreement); (c) Tenant shall recognize and attorn to Successor landlord as Tenant's direct landlord under the Lease as affected by this Agreement as provided in paragraph 4 herein; and (d) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Landlord and Tenant.

#### (c) Further Documentation.

The provisions of this Article shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm

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the provisions of this Article in writing upon request by either of them.

4. Attornment. In the event that Successor Landlord shall succeed to the interest of the Landlord under the Lease, and the Lease shall not have expired or been terminated in accordance with the terms of the Lease or this Agreement, Tenant shall, from and after such event, attorn to the Successor Landlord, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated or such foreclosure proceedings had not been brought. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Successor Landlord, any instrument or certificate which, in the sole judgment of Successor Landlord, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment.

5. Rights and Obligations of Successor Landlord under Lease. Successor Landlord in the event of attornment shall have the same remedies in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of Annual Base Rent or additional rent or in the performance of any of the terms, covenants and conditions of the Lease on Tenant's part to be performed that are available to Landlord under the Lease. The Tenant shall have the same remedies against the Successor Landlord for the breach of an agreement contained in the Lease that the Tenant might have had against the Landlord if the Successor Landlord had not succeeded to the interest of the Landlord; provided, however, that the Successor Landlord shall not be:

- (a) liable for any act or omission of or any claims against any prior landlord (including the Landlord); or
- (b) subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord); or
- (c) bound by any rent or additional rent which the Tenant might have paid for more than the current

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month to any prior landlord (including the Landlord); or

- (d) bound by any amendment or modification of the Lease, or waiver of any of its terms, made without its consent; or
- (e) liable for any sum that any prior landlord (including the Landlord) owed to Tenant, including without limitation any security deposit, unless the amount owed was actually delivered to Successor Landlord; or
- (f) bound by any surrender, cancellation or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant; or
- (g) bound by any Construction Obligation of any prior Landlord.

See Rider A

6. Exculpation of Successor Landlord. Notwithstanding anything to the contrary in this Agreement or the Lease, upon any attornment pursuant to this Agreement the Lease shall be deemed to have been automatically amended to provide that Successor Landlord's obligations and liability under the Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in the Real Estate from time to time, including insurance and condemnation proceeds and Successor Landlord's interest in the Lease (collectively, "Successor Landlord's Interest"). Tenant shall look exclusively to Successor Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord under the Lease as amended or affected by this Agreement. If Tenant obtains any money judgment against Successor Landlord with respect to the Lease or the relationship between Successor Landlord and Tenant, then Tenant shall look solely to Successor Landlord's Interest (or that of its successors and assigns) to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Landlord.

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month to any prior landlord (including the Landlord); or

- (d) bound by any amendment or modification of the Lease, or waiver of any of its terms, made without its consent; or
- (e) liable for any sum that any prior landlord (including the Landlord) owed to Tenant, including without limitation any security deposit, unless the amount owed was actually delivered to Successor Landlord; or
- (f) bound by any surrender, cancellation or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant; or
- (g) bound by any Construction Obligation of any prior Landlord.

See Rider A

6. ~~Culpation of Successor Landlord.~~ Notwithstanding anything to the contrary in this Agreement or the Lease, upon any attornment pursuant to this Agreement the Lease shall be deemed to have been automatically amended to provide that Successor Landlord's obligations and liability under the Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in the Real Estate from time to time, including insurance and condemnation proceeds and Successor Landlord's interest in the Lease (collectively, "Successor Landlord's Interest"). Tenant shall look exclusively to Successor Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord under the Lease as amended or affected by this Agreement. If Tenant obtains any money judgment against Successor Landlord with respect to the Lease or the relationship between Successor Landlord and Tenant, then Tenant shall look solely to Successor Landlord's Interest (or that of its successors and assigns) to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Landlord.

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## Rider "A"

provided, however, that nothing herein shall excuse Mortgagee or any Transferee from liability or responsibility for, or limit any right or remedy of Tenant with respect to, any breach or default which continues from and after the date when Mortgagee or such Transferee obtains title to or takes possession or control of the Premises.

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## 7. Mortgagee's Right to Cure.

(a) Notice to Mortgagee. Notwithstanding anything to the contrary in the Lease or this Agreement, before exercising any remedies under the Lease, Tenant shall provide Mortgagee with notice of the breach or default by Landlord giving rise to same (the "Default Notice") and, thereafter, the opportunity to cure such breach or default as provided for below.

(b) Mortgagee's Cure Period. After Mortgagee receives a Default Notice, Mortgagee shall have a period of thirty (30) days beyond the time available to Landlord under the Lease in which to cure the breach or default by Landlord. Mortgagee shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord, except to the extent that Mortgagee agrees or undertakes otherwise in writing.

(c) Extended Cure Period. In addition, as to any breach or default by Landlord the cure of which requires Mortgagee to possess and control the Real Estate, provided only that Mortgagee undertakes to Tenant by written notice to Tenant within thirty (30) days after receipt of the Default Notice to exercise reasonable efforts to cure such breach or default within the period permitted by this paragraph, Mortgagee's cure period shall continue for such additional time (the "Extended Cure Period") as Mortgagee may reasonably require to obtain possession and control of the Real Estate and to thereafter cure the breach or default with reasonable diligence and continuity. So long as any receiver of the Real Estate has been appointed and is continuing to serve, Mortgagee shall be deemed to have possession and control of the Real Estate.

8. Confirmation of Facts. Tenant represents to Mortgagee and to any Successor Landlord, in each case as of the date hereof, as follows:

(a) Effectiveness of Lease. The Lease is in full force and effect, has not been modified, and constitutes the entire agreement between Landlord and Tenant relating to the Real Estate. Tenant has no interest in the Real Estate except

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pursuant to the Lease. No unfulfilled conditions exist to Tenant's obligations under the Lease.

(b) Rent. Tenant has not paid any rent that is first due and payable under the Lease after the date hereof.

(c) No Landlord Default. To the best of Tenant's knowledge, no breach or default by Landlord exists and no event or both, would constitute such a breach of default.

(d) No Tenant Default. Tenant is not in default under the Lease and has not received from Landlord any uncured notice of any default by Tenant under the Lease.

(e) No Termination. Tenant has not commenced any action nor sent or received any notice to terminate the Lease.

(f) No Transfer. Tenant has not transferred, encumbered, mortgaged, assigned, conveyed or otherwise disposed of the Lease or any interest therein. The foregoing does not pertain to licenses granted or contracts entered into by Tenant in conjunction with the management and operation of the Real Estate.

(g) Due Authorization. Tenant has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.

(h) Former Landlord. A "Former Landlord" means Landlord and any other party that was landlord under the lease at any time before the occurrence of any attornment under this Agreement.

## 9. Miscellaneous.

(a) Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord, and its successors and assigns. If Mortgagee assigns the Mortgage, then upon delivery to Tenant of written notice thereof accompanied by the assignee's written assumption of all obligations under this Agreement, all liability of the assignor shall terminate.

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unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received (i) if delivered by messenger, when delivered, (ii) if mailed, on the third business day after deposit in the United States Mail, certified or registered, postage prepaid, return receipt requested, (iii) if telexed, telegraphed or telecopied, six (6) hours after being dispatched by telex, telegram or telecopy, if such sixth hour falls on a business day within the hours of 9:00 a.m. through 4:00 p.m. of the time in effect at the place of receipt, or at 9:00 a.m. on the next business day thereafter if such sixth hour is later than 4:00 p.m. or (iv) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier; in every case addressed to the party to be notified as follows:

In the case of Mortgagee, to:

LaSalle National Bank  
120 South LaSalle Street  
Chicago, Illinois 60603  
ATTN: Mr. Thomas Bobak  
FAX: (312) 750-6467

with copy to:

Terrence E. Budny, Esq.  
Bell, Boyd & Lloyd  
Three First National Plaza  
70 West Madison Street  
Suite 3100  
Chicago, Illinois 60602  
FAX: (312) 372-2098

In the case of Tenant, to:

PETSMART Inc.  
10000 North 31st Avenue  
Suite C-300  
Phoenix, Arizona 85051  
ATTN: Michael S. Manson  
with copy to:

Jim Huntwork  
Fennimore Craig  
2 N. Central Avenue #2200  
Phoenix, Arizona 85004-2390

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In the case of Landlord, to:

Schaumburg Court Limited Partnership  
c/o Mid-Northern Equities Management, Ltd.  
828 Nerge  
Roselle, Illinois 60172  
Fax: (708) 351-9160

with copy to:

Randy J. Gussis, Esq.  
Shaw, Gussis, Fox & Domanski  
111 W. Washington Street  
Suite 707  
Chicago, Illinois 60602  
Fax: (312) 541-0155

or such other address or in care of such other person as hereafter shall be designated in writing by the applicable party and shall be deemed to have been given as of the date of receipt.

11. Consent of Mortgagee. Mortgagee hereby consents to the execution of the Lease by Landlord and approves the Lease, subject to the terms and provisions of this Agreement and the Loan Documents.

12. Trustee Execution. This Agreement is executed by Trustee, not personally, but as trustee under the Trust Agreement described above, and all of the terms, provisions and conditions to be performed hereunder by the Trustee are undertaken solely as Trustee and not individually and no personal liability shall be enforceable against said Trustee by reasons thereof; provided, however, nothing herein shall modify or discharge the personal liability and responsibility of Beneficiary or any other person or entity in connection herewith.

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The parties have executed this Agreement as of the date first above written.

## MORTGAGEE

LASALLE NATIONAL BANK, a  
national banking association

By: \_\_\_\_\_  
Name:  
Title:

## TENANT

PETE MARTINO  
a(n) \_\_\_\_\_

By: \_\_\_\_\_  
Name: Mr. Pete Martino  
Title: Prop. V.P. of Real Estate

## TRUSTEE:

LASALLE NATIONAL TRUST, N.A.  
not individually but solely as  
Trustee aforesaid

By: \_\_\_\_\_  
Name: Corinne Bell  
Title: Vice President

SCHAUMBURG COURT LIMITED  
PARTNERSHIP, an  
Illinois limited partnership

By: JAS OF ILLINOIS, INC.,  
an Illinois corporation,  
its general partner

By: \_\_\_\_\_  
Name: William G. Shaw  
Title: President

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The parties have executed this Agreement as of the date first above written.

## MORTGAGEE

LASALLE NATIONAL BANK, a  
national banking association

By: Thomas Bobak  
Name: Thomas Bobak  
Title: Loan Officer

## TENANT

PET'S MARKET, INC.  
a(n) \_\_\_\_\_

By: [Signature]  
Name: Michael S. M...  
Title: Gen. V.P. of Real Estate

## TRUSTEE:

LASALLE NATIONAL TRUST, N.A.  
not individually but solely as  
Trustee aforesaid

By: \_\_\_\_\_  
Name:  
Title:

SCHAUMBURG COURT LIMITED  
PARTNERSHIP, an  
Illinois limited partnership

By: WAS OF ILLINOIS, INC.,  
an Illinois corporation,  
its general partner

By: \_\_\_\_\_  
Name:  
Title:

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2025/01/27

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By: ~~ILAB, LLC, an Illinois~~  
limited liability company  
its general partner

By: \_\_\_\_\_

Name:

Title:

This instrument was prepared by and when recorded return to:

Terrence S. Budny, Esq.  
Bell, Boyd & Lloyd  
Suite 3101  
Three First National Plaza  
70 West Madison  
Chicago, Illinois 60602

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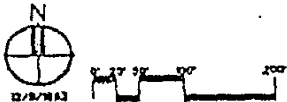
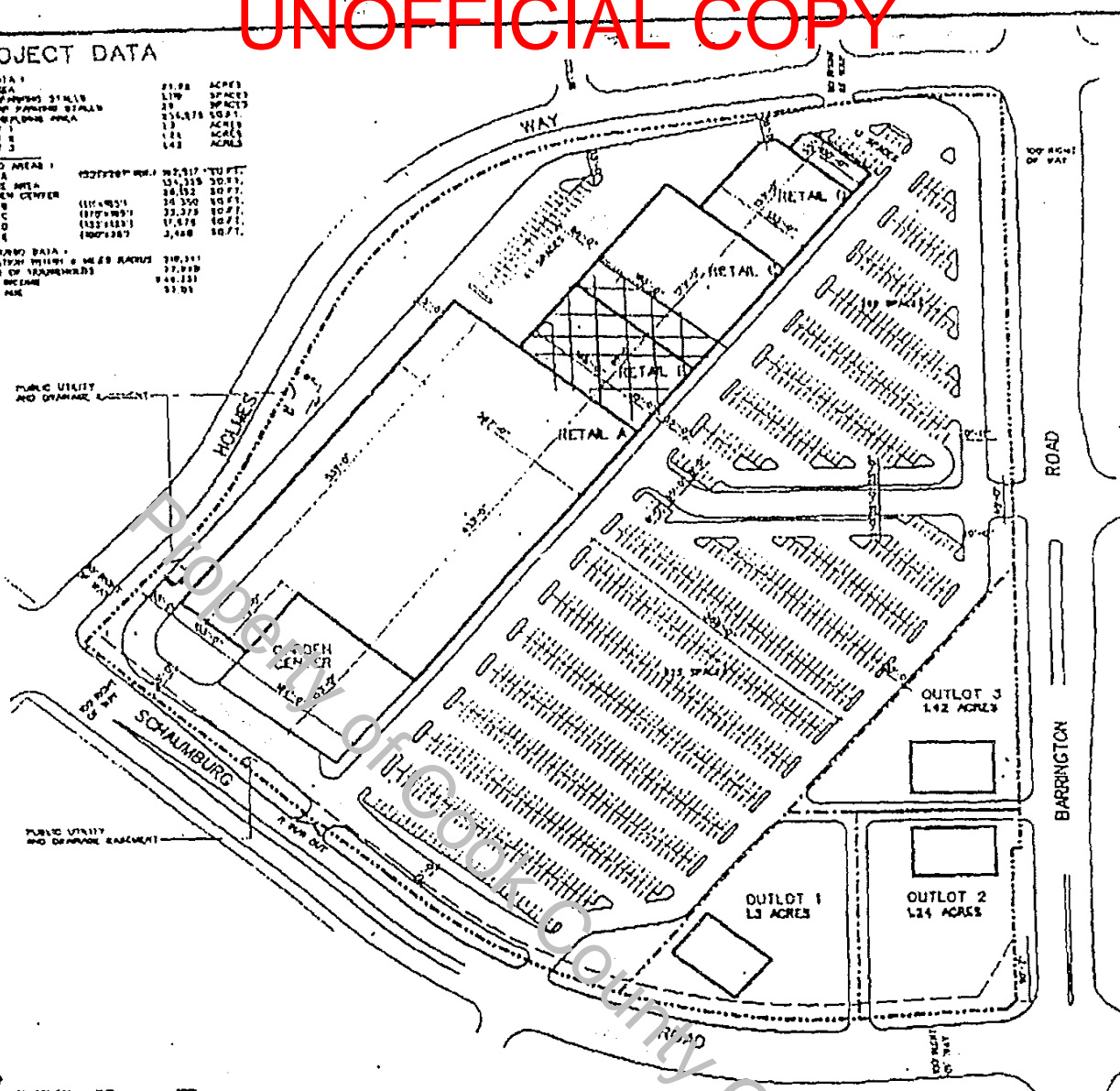
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PROPERTY

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PROJECT DATA

SITE DATA:		
SITE AREA	21.22	ACRES
TOTAL PARKING SPACES	179	SPACES
NUMBER OF PARKING STALLS	29	SPACES
TOTAL PAVED AREA	254,378	SQ. FT.
OUTLOT 1	1.3	ACRES
OUTLOT 2	1.81	ACRES
OUTLOT 3	1.42	ACRES
BUILDING AREAS:		
RETAIL A	152,727 SQ. FT.	
STORE AREA	154,318 SQ. FT.	
GRAND CENTER	24,552 SQ. FT.	
RETAIL B	110,400 SQ. FT.	
RETAIL C	132,112 SQ. FT.	
RETAIL D	17,879 SQ. FT.	
RETAIL E	100,738 SQ. FT.	
DEMOGRAPHIC DATA:		
POPULATION WITHIN 1/2 MILE RADIUS	210,211	
NUMBER OF HOUSEHOLDS	77,019	
MEAN INCOME	\$14,231	
MEAN AGE	31.01	



SCHAUMBURG SHOPPING CENTER MID NORTHERN EQUITIES, LTD. CAMBURAS & THEODORE, INC.  
 N.W.C. OF SCHLAUBURG RD. & BARRINGTON RD. 818 HEROE ROAD ROSELLE ILLINOIS 60172 architects planners engineers

95293023

NOT FINAL - SUBJECT TO REVISIONS  
 PURSUANT TO SECTION 55.1 OF THE  
 LEASE

W

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11/15/2011 11:11 AM

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LEGAL DESCRIPTION OF NORTHWEST CORNER OF SCHUMBURG ROAD AND BARRINGTON ROAD REMAINDER (NOT INCLUDING HOME DEPT SITE)

THAT PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF BARRINGTON ROAD, ACCORDING TO THE PLAT OF DEDICATION RECORDED APRIL 4, 1990 AS DOCUMENT NO. 90150222, (SAID WEST LINE OF BARRINGTON ROAD BEING A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24) WITH THE SOUTHERLY LINE OF HOLMES WAY, ACCORDING TO THE PLAT OF DEDICATION RECORDED APRIL 4, 1990 AS DOCUMENT 9015022; THENCE SOUTH 00°10'51" EAST, ON THE WEST LINE OF BARRINGTON ROAD, A DISTANCE OF 1042.94 FEET; THENCE SOUTH 87°49'09" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00°10'51" EAST, ALONG THE WEST LINE OF BARRINGTON ROAD, A DISTANCE OF 210.60 FEET; THENCE SOUTH 43°08'59" WEST, A DISTANCE OF 14.52 FEET TO THE NORTH LINE OF SCHUMBURG ROAD, AS RELOCATED; THENCE SOUTH 86°28'30" WEST, ON SAID NORTH LINE, A DISTANCE OF 180.04 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, ALONG SAID NORTH LINE, BEING A CURVED LINE CONVEX SOUTHWESTERLY HAVING A RADIUS OF 768.51 FEET, AN ARC DISTANCE OF 313.24 FEET TO A POINT WHICH IS AN ARC DISTANCE OF 311.47 FEET EAST OF A POINT OF TANGENCY IN SAID NORTH LINE; THENCE NORTH 40°00'00" EAST, A DISTANCE OF 108.23 FEET; THENCE NORTH 81°44'22" EAST, A DISTANCE OF 21.10 FEET; THENCE NORTH 40°00'00" EAST, A DISTANCE OF 630.81 FEET; THENCE NORTH 50°00'00" WEST, A DISTANCE OF 454.05 FEET; THENCE SOUTH 40°00'00" WEST, A DISTANCE OF 130.30 FEET; THENCE NORTH 50°00'00" WEST, A DISTANCE OF 286.00 FEET; THENCE NORTH 40°00'00" EAST, A DISTANCE OF 315.66 FEET TO THE SOUTHERLY LINE OF HOLMES WAY; THENCE NORTH 82°19'00" EAST, A DISTANCE OF 296.73 FEET TO A POINT OF CURVATURE IN SAID SOUTHERLY LINE; THENCE EASTERLY ALONG A CURVED LINE CONVEX NORTHERLY, HAVING A RADIUS OF 470.0 FEET, AN ARC DISTANCE OF 61.54 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 86°04'04" EAST); THENCE NORTH 87°49'09" EAST, A DISTANCE OF 100.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

06.020.201.057

Southwest corner of intersection of Schumburg  
and Barrington Roads  
Schumburg, Illinois

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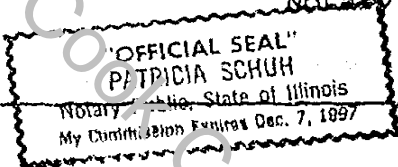
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STATE OF ILLINOIS    )  
                          )    SS.  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that the above named Patricia Schuh, President of said JAS OF ILLINOIS, INC., an Illinois corporation, the general partner of SCHAUMBURG COURT LIMITED PARTNERSHIP, an Illinois limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as her free and voluntary act and as the free and voluntary act and deed of said corporation and limited partnership, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27<sup>th</sup> day of April, 1994.

Patricia Schuh  
Notary Public



Commission expires

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10/10/2011

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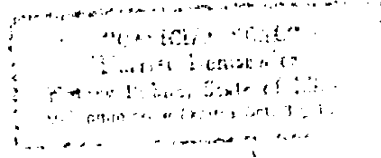
STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that the above named Marinne Bek Vice President of said LASALLE NATIONAL TRUST, N.A., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as such officer of said Bank as her free and voluntary act and as the free and voluntary act and deed of said Bank, as Trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 26<sup>th</sup> day of April, 1994. 1995

*Marinne Bek*  
Notary Public

Commission expires \_\_\_\_\_



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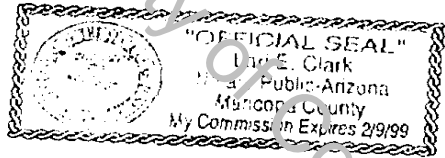
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Arizona  
STATE OF ILLINOIS )  
                          )  
Cook County    )    )    )  
COUNTY OF COOK

ss.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Michael S. Lawson personally known to me to be the Vice President President of Pro Evolution of the G.A.P.I., Inc. a(n) Delaware Corp., and personally known to me to be the same person whose names is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President he signed and delivered the said instrument pursuant to authority given by the Board of \_\_\_\_\_ of said company, as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20 day of March, 1995



Eric E. Clark  
Notary Public

My commission expires \_\_\_\_\_

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APR 27 1995

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 Officer of said LaSalle National Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as such Officer of said Bank as his free and voluntary act and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27 day of April, 1995.



Rae Rivero  
Notary Public

Commission expires 12/10/96

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11-11-2019