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DEPT-01 RECORDING \$45.50
 T#5555 TRAN 9060 01/10/97 15:25:00
 #6039 # JJ # -97-024481
 COOK COUNTY RECORDER
 T#5555 TRAN 9060 01/10/97 15:26:00
 #6039 # JJ # -97-024481
 COOK COUNTY RECORDER

Space above this line for recorder's use only

AGREEMENT WITH RESPECT TO REAL PROPERTY INTERESTS

Dated: January 9 1996

Mortgagee:

American National Bank and Trust Company
 33 North LaSalle Street
 Chicago, IL 60690

Developer:

Optima, Inc.
 630 Vernon Avenue
 Glencoe, IL 60022

.R DEPT-01 RECORDING \$45.50
 T#5555 TRAN 9060 01/10/97 15:26:00
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Borrower:

Center *CMW*
 Optima Wilmette Limited Partnership
 630 Vernon Avenue
 Glencoe, IL 60022

Land Trust:

American National Bank and Trust Company
 of Chicago, as Trustee under Trust Agreement
 dated December 6, 1996 and known at Trust
 No. 121816-08

DEPT-01 RECORDING \$45.50
 T#5555 TRAN 9060 01/10/97 15:26:00
 #6039 # JJ # -97-024481
 COOK COUNTY RECORDER

Owner:

Gus Demas Building Corporation
 655 Forest Hill Road
 Lake Forest, IL 60045

Mortgaged Property:

Common address: Central Avenue and 11th Street
Wilmette, Illinois

P.I.N. No:

Prepared by: 05-34-106-011, 05-34-106-012, 05-34-106-013
 Creighton R. Meland, Jr.
 Dickinson, Wright, Moon,
 Van Dusen & Freeman
 225 West Washington St., Suite 400
 Chicago, IL 60606

When recorded, please return to:

Creighton R. Meland, Jr.
 Dickinson, Wright, Moon,
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 225 West Washington St., Suite 400
 Chicago, IL 60606

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Send to

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AGREEMENT WITH RESPECT TO REAL PROPERTY INTERESTS

THIS AGREEMENT, dated this 9th day of January, 1997, by and among American National Bank and Trust Company of Chicago, a national banking association, whose address is 33 North LaSalle Street, Chicago, Illinois 60690 (herein called the "Mortgagee"), Optima, Inc., an Illinois corporation, whose address is 630 Vernon Avenue, Glencoe, Illinois 60022 (herein called the "Developer"), Optima/Wilmette Limited Partnership, whose address is 630 Vernon Avenue, Glencoe, Illinois 60062 (herein called the "Borrower"), American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated December 6, 1996 and known as Trust Number 121816-08, whose address is 33 North LaSalle Street, Chicago, Illinois 60690 (the "Land Trust") and Gus Demas Building Corporation, an Illinois corporation (herein called the "Owner").

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over
(Center)

WITNESSETH:

WHEREAS, the Owner, the Developer and the Land Trust are entering into this Agreement to induce the Mortgagee to extend certain financial accommodations to the Borrower secured by, among other things, the Mortgages (as hereinafter defined) and including the Borrower's and the Land Trust's obligations in the aggregate principal sum of up to \$7,250,000 for construction loans together with the note evidencing same (said note, together with all other notes and other evidences of indebtedness owing by the Borrower or the Land Trust to the Mortgagee, whether now existing or hereafter arising, together with all amendments, extensions and modifications and supplements thereto are collectively hereinafter referred to as the "Notes" and each individually a "Note"), which Notes have been issued pursuant to a Construction Loan Agreement, of even date herewith, by and among the Land Trust, the Borrower and the Mortgagee (as amended, extended, modified or supplemented from time to time, the "Loan Agreement"), and which Notes shall be secured in the future by, without limitation, a Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing granted by the Land Trustee to the Mortgagee and further secured, on a non-recourse basis, by, without limitation, a Mortgage, Security Agreement, Assignment of Rents and Fixture Filing granted by the Owner to the Mortgagee (as amended, extended, modified or supplemented from time to time, herein collectively, called the "Mortgages" and each individually a "Mortgage"), each of even date herewith, each encumbering property located in the Village of Wilmette, Cook County, Illinois and more specifically described on attached Exhibit A (the "Premises");

WHEREAS, Developer and Owner have entered into that certain Real Estate Development and Ownership Agreement, dated as of March 20, 1996 (as heretofore or hereafter amended, extended, modified or supplemented from time to time, the "Development Agreement");

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NOW, THEREFORE, the parties agree as follows:

1. **Subordination** To the extent (if any) that the respective interests of the Developer and the Owner under the Development Agreement (collectively, the "Development Agreement Interests") constitute liens or encumbrances on, interests in or claims against the Premises, the Development Agreement Interests shall at all times be subject and subordinate in each and every respect to the lien and security interest of the Mortgages, the Notes and all other agreements and undertakings securing the Notes that create, constitute, evidence or perfect liens or encumbrances on or security interests in the Premises (collectively hereinafter referred to as the "Loan Documents") and to any and all increases (but only to the extent such increases are for costs or improvements related to the Premises), renewals, modifications, extensions, substitutions, replacements and/or consolidations thereof or thereto and of any future mortgage or mortgages encumbering the Premises held by the Mortgagee in whatsoever form (but only to the extent that the same secure indebtedness owing by Borrower or the Land Trust to the Mortgagee arising under the Loan Agreement for the costs of the development and construction of the Project on the Premises as provided in the Loan Agreement). Notwithstanding the foregoing, the Mortgages, the Loan Agreement and all of the other Loan Documents, and the respective liens and security interests thereof, at all times shall be and remain subject and subordinate to the Declaration of Covenants, Conditions and Restrictions recorded against and affecting the Premises, which Declaration of Covenants, Conditions and Restrictions has been reviewed and approved by the Mortgagee. Nothing contained herein shall be construed to affect in any way the respective rights, obligations, liabilities, claims or remedies of the parties to the Development Agreement as between or in respect of each other as a matter of contract, it being the intention of this instrument and the parties hereto that the provisions of the first sentence of this Section 1 shall apply only to the Developer's and the Owner's respective interests in the Premises to the extent (if any) that the Development Agreement creates an interest in land.

2. **Notice of Default** The Owner agrees to give to the Mortgagee copies of any written notice it gives to the Developer of any material default by the Developer in the performance of the Developer's obligations under the Development Agreement at the same time and by the same means as the Owner gives such notice to the Developer under the Development Agreement. The Mortgagee agrees to give written notice to the Owner of any notice sent to the Borrower under the Loan Agreement of the occurrence of any Event of Default at the same time and by the same means as such notice is sent under the Loan Agreement. It is further agreed that such notice will be given to any successor holder of the Mortgages, provided that prior to any such default by the Developer such successor in interest shall have given written notice to the Owner of its acquisition of the Mortgagee's interest therein and designated the address to which such notice is to be directed. Nothing contained in this Section 2 shall be construed to create in favor of Developer or Owner any greater or lesser rights than they would otherwise have under the Development Agreement, it being the intention that such provisions are agreed to for the benefit of Mortgagee.

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3. **Foreclosure** If any interest in the Premises shall be transferred by reason of foreclosure, deed in lieu of foreclosure or other proceedings for the enforcement of the Mortgages, the Mortgagee shall have no obligation to any party hereto under the Development Agreement and such transfer shall be made free and clear of any interest in the Development Agreement, it being acknowledged by the parties hereto that as to the Mortgagee (including Mortgagee in its possible future capacity as grantee of a deed in lieu of foreclosure from or with respect to the Mortgages) and its successors and assigns, any interest in the Premises (to the extent, if any, that the same constitutes an interest in real property) created thereby is and shall be subordinated to the Mortgagee's property interest in the Premises under the Mortgages and the Loan Documents as and to the extent expressly provided in Section 1 hereinabove.

4. **Modifications** The terms of this Agreement, the subordination effected hereby, and the rights and the obligations of each party hereto shall not be affected, modified, or impaired in any manner or to any extent by: (i) any amendment, modification or supplement to the Loan Documents or the Development Agreement, (ii) the validity or enforceability of any such documents, or (iii) any exercise or non-exercise of any right, power or remedy under or in respect of the Loan Documents.

5. **Representations and Warranties** The Owner, the Borrower and the Developer, in each case solely as to itself, each represents and warrants to the Mortgagee that:

(a) The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate or partnership action and will not require any consent or approval of its shareholders or partners, as applicable, violate in any material respect any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to it or constitute a default under any indenture or loan or credit agreement or any other agreement, lease or instrument to which the Owner, the Borrower or the Developer is a party or by which it or its properties may be bound or affected;

(b) No consent, approval or authorization of or declaration or filing with any governmental authority or any non-governmental person or entity, including, without limitation, any creditor or partner of any of the Borrower, the Owner or the Developer or any court of competent jurisdiction, is required on the part of any of the Owner, the Borrower or the Developer in connection with the execution, delivery and performance of this Agreement and such execution, delivery and performance will not violate the terms of any contract or agreement to which any Owner, the Borrower or the Developer is a party.

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6. **No Third Party Beneficiary** The provisions of this Agreement are solely for the purpose of defining certain rights and obligations of Mortgagee vis-a-vis each of Developer and Owner, respectively and shall not be deemed to create any rights or priorities in any other person not a party hereto.

7. **Notices** Any notice required or permitted to be given under this Agreement shall be deemed given when personally delivered, one day after dispatch by Federal Express or other reputable overnight courier (all fees prepaid) or three days after deposit in the United States mail, postage prepaid, by certified or registered mail, in each case properly addressed to the party to whom such notice is to be given at the address for each party first above listed, or at any other address for its receipt of notices hereunder that any party hereto may designate in a notice duly given to both other parties.

8. **Entire Agreement** This Agreement embodies the entire agreement and understanding among the parties hereto as to the subject matter contained herein and supersedes all prior understandings related to the subject matter hereof.

9. **Further Assurances** The parties hereto agree to execute and deliver all such other instruments and take all such other action as any party hereto reasonably may request solely in order to effectuate the provisions and purposes of this Agreement.

10. **Owner's Right to Purchase Loan Documents** Owner shall have the right, exercisable at any time after the occurrence of an Event of Default under the Loan Agreement or any of the Loan Documents and notice to Owner in accordance with the provisions of Section 2 hereof, not waived by Mortgagee or subject to the written agreement by the Mortgagee and the Developer to forbear from enforcement of the Loan Documents and before a final judgment of foreclosure under any Mortgage has been entered in favor of Mortgagee, to purchase all of Mortgagee's right, title and interest in, under and to the Loan Agreement, the Notes and the Loan Documents for a price in cash payable by wire transfer of immediately available funds or such other method reasonably requested by Mortgagee equal to all sums owing under the Notes and the Loan Documents including the full principal balance and interest accrued thereon, together with all unpaid fees, costs and expenses recoverable by Mortgagee thereunder including, without limitation the fees and disbursements of attorneys. In addition to the sums described in the preceding sentence, Owner shall be responsible for all reasonable fees, costs and expenses of transfer of the Loan Documents from Mortgagee to Owner including Mortgagee's attorneys' fees in the preparation of documentation to effect the purchase, sale and transfer of the Loan Documents, together with recording and filing fees for all mortgages, assignments of rent, financing statements and other documents or filings of public record. Owner's right to such purchase shall remain exclusive for period of thirty (30) days after notice by Mortgagee to Owner; thereafter, Mortgagee may sell the Loan Documents to any other party; provided Owner's non-exclusive right to purchase shall remain in effect after the

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passage of said thirty (30) day period until Mortgagee has entered into a binding contract to sell the Loan Documents. Should the Owner exercise its rights to purchase hereunder, the closing of such purchase shall take place at a date (not later than 15 days after Owner delivers its notice of exercise to Mortgagee) set by mutual agreement of Mortgagee and Owner and shall be on a no-warranty basis except that Mortgagee shall warrant to Owner its unencumbered ownership of the Loan Documents, the authority to consummate such sale, and the amount of indebtedness (principal, interest and fees, costs and expenses) then outstanding under the Notes and the other Loan Documents. In the event of such a purchase by Owner, Owner shall not have any obligation or liability of any kind to Developer or any other obligor under the Loan Documents for or on account of any act, omission, condition, circumstance, obligation or liability of any kind that existed, occurred, arose or accrued before or at the time of the closing and consummation of Owner's purchase of the Loan Documents.

11. **Amendments** This Agreement may be amended only by a written instrument, signed by the party against whom enforcement is sought. No waiver of any term or provision of this Agreement shall be effective unless it is in writing and signed by the party against whom such waiver is sought to be enforced.

12. **Waiver of Jury Trial** EACH PARTY HERETO, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY OF THEM RELATING THERETO. NO PARTY HERETO SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY THE PARTIES HERETO EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY ALL SUCH PARTIES.

13. **Exculpation** This instrument is executed by American National Bank and Trust Company of Chicago in its capacity as Land Trustee aforesaid not personally but solely as Land Trustee in the exercise of the power and authority conferred upon and vested in it as such Land Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, agreements and undertakings herein made on the part of the Land Trustee are undertaken by it solely in its capacity as Land Trustee and not personally. It is further understood and agreed that the Land Trustee merely holds title to certain property and has no knowledge of other factual matters except as represented to it by Borrower, in its capacity as beneficiary of the Land Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the trust estate on account of any warranty, indemnity, representation, covenant, undertaking, such liability being expressly waived

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by every person now or hereafter claiming any right or security hereunder, and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the trust estate for the payment thereof.

14. Miscellaneous This Agreement may be signed in one or more counterparts all of which, taken together, shall constitute one and the same instrument. One or more counterparts of this Agreement may be delivered by facsimile, with the intention that such delivery shall have the same effect as delivery of an original counterpart thereof. This Agreement shall be governed by and subject to the internal laws of the State of Illinois.

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

American National Bank and Trust Company of Chicago

By: [Signature]
Its: Vice President

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Centre

Optima Wilmette Limited Partnership

By: Optima Wilmette Development, L.L.C., general partner

By: [Signature]
Its: MANAGING MEMBER

Gus Demas Building Corporation

By: [Signature]
Its: Vice President

American National Bank and Trust Company of Chicago

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...pany of
...st Agreement
... and known as Trust

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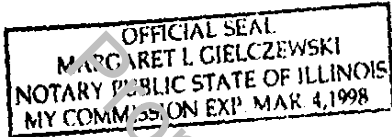
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~~TRUST OFFICER~~
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

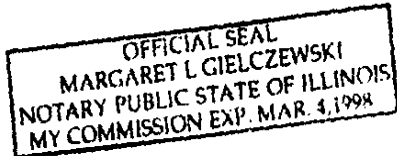
The foregoing instrument was acknowledged before me on this 9th day of January, 1996, by Priscilla M. Crawford, the Vice President of American National Bank and Trust Company of Chicago, on behalf of the said banking association.



Margaret L. Gielczewski
Notary Public
Acting in Cook County
My Commission Expires: March 4, 1998

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on this 9th day of January, 1996, by David C. [unclear], the Managing Member of Wilmette CA Optima AKC Development L.L.C. as general partner of Optima AKC Development L.L.C.



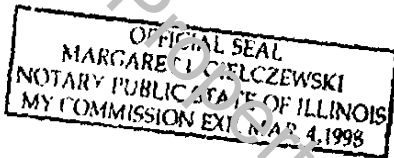
Margaret L. Gielczewski
Notary Public
Acting in Cook County
My Commission Expires: March 4, 1998

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

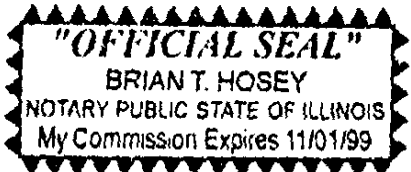
The foregoing instrument was acknowledged before me on this 9th day of January, 1996, by Peter G. Demas, the Vice President of Gus Demas Building Corporation.



Margareta Cielczewski
Notary Public
Acting in Cook County
My Commission Expires: March 4, 1998

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on this 9 day of January, 1996, by EILEEN F. NEARY, the TRUST OFFICER and ASSISTANT SECRETARY of American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated December 6, 1996, and known as Trust No. 121816-08, on behalf of the said banking association.



Brian T. Hoesy
Notary Public
Acting in Cook County
My Commission Expires: 11/01/99

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EXHIBIT A

LEGAL DESCRIPTION:

PARCEL 1:

ALL OF THAT LAND, PROPERTY AND SPACE CONTAINED WITHIN, ABOVE AND BELOW LOT 2 IN OPTIMA CENTER WILMETTE RESUBDIVISION IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN

EXCEPT FOR THE FOLLOWING TWO (2) PARCELS:

(1) THAT PROPERTY AND SPACE WHICH IS CONTAINED WITHIN AND BETWEEN THAT CERTAIN HORIZONTAL PLANE LOCATED 611.57 FEET ABOVE UNITED STATES GEOLOGICAL SURVEY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 622.90 FEET ABOVE UNITED STATES GEOLOGICAL SURVEY DATUM AND WHICH LIES WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THE FOLLOWING DESCRIBED PLAT OF LAND: BEGINNING 2.37 FEET NORTH AND 14.42 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WEST AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 118.23 FEET TO A POINT; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 84.00 FEET TO A POINT; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 33.75 FEET TO A POINT; THENCE NORTH AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 84.83 FEET TO A POINT; THENCE WEST AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 1.25 FEET TO A POINT; THENCE NORTH AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 18.42 FEET TO A POINT; THENCE EAST AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 60.31 FEET TO A POINT WHICH IS 10.36 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2; THENCE SOUTH AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 5.87 FEET TO A POINT; THENCE SOUTHEASTERLY FORMING AN ANGLE OF 135 DEGREES WITH THE LAST DESCRIBED COURSE A DISTANCE OF 5.65 FEET TO A POINT; THENCE SOUTH FORMING AN ANGLE OF 135 DEGREES WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 34.03 FEET TO A POINT; THENCE WEST AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 20.48 FEET TO A POINT; THENCE NORTH AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 10.53 FEET TO A POINT; THENCE WEST AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 8.83 FEET TO A POINT; THENCE SOUTH AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 36.29 FEET TO A POINT; THENCE EAST AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 8.83 FEET TO A POINT; THENCE NORTH AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 0.06 FEET TO A POINT; THENCE EAST AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 44.15 FEET TO A POINT; THENCE SOUTH AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 16.65 FEET TO A POINT; THENCE WEST AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 2.25 FEET; THENCE SOUTH AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 101.00 FEET TO THE POINT OF BEGINNING.

(2) THAT PROPERTY AND SPACE WHICH IS CONTAINED WITHIN AND BETWEEN THAT CERTAIN HORIZONTAL PLANE LOCATED 611.57 FEET ABOVE UNITED STATES GEOLOGICAL SURVEY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 622.90 FEET

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ABOVE UNITED STATES GEOLOGICAL SURVEY DATUM AND WHICH LIES WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THE FOLLOWING DESCRIBED PLAT OF LAND; BEGINNING 2.37 FEET NORTH AND 13.09 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 2; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 54.83 FEET TO A POINT; THENCE NORTH AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 32.00 FEET TO A POINT; THENCE WEST AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 54.83 FEET TO A POINT; THENCE SOUTH AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 CREATED IN THE AGREEMENT AND DECLARATION OF EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS MADE AS OF JANUARY 9, 1997 BY AND AMONG GUS DEMAS BUILDING CORPORATION AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER A TRUST AGREEMENT DATED DECEMBER 6, 1996, AND KNOWN AS TRUST NUMBER 121816-08, RECORDED AS DOCUMENT _____, FOR THE PURPOSES OF VERTICAL SUPPORT FROM PILLARS, BEAMS, MEMBERS, JOISTS, WALLS, HORIZONTAL SLABS, CEILINGS, FLOORS, AND OTHER SUPPORTS OF WHATEVER NATURE NOW OR HEREAFTER CONSTRUCTED OR EXISTING IN THE RETAIL PARCEL (AS DEFINED THEREIN); FOR CONNECTION OF UTILITY EQUIPMENT APPURTENANT TO THE LAND LOCATED IN THE RETAIL PARCEL AND THE RIGHT OF ACCESS THERETO.

PARCEL 3:

THAT PROPERTY AND SPACE WHICH IS CONTAINED WITHIN AND BETWEEN THAT CERTAIN HORIZONTAL PLANE LOCATED 611.57 FEET ABOVE UNITED STATES GEOLOGICAL SURVEY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 622.90 FEET ABOVE UNITED STATES GEOLOGICAL SURVEY DATUM AND WHICH LIES WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THE FOLLOWING DESCRIBED PLAT OF LAND: BEGINNING 2.37 FEET NORTH AND 14.42 FEET WEST OF THE SOUTHWEST CORNER OF SAID LOT 2; THENCE WEST AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 118.23 FEET TO A POINT; THENCE NORTH AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 84.00 FEET TO A POINT; THENCE EAST AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE A DISTANCE OF 33.75 FEET TO A POINT; THENCE NORTH AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 54.83 FEET TO A POINT; THENCE WEST AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 1.25 FEET TO A POINT; THENCE NORTH AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 18.42 FEET TO A POINT; THENCE EAST AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 60.31 FEET TO A POINT WHICH IS 10.36 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2; THENCE SOUTH AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 5.87 FEET TO A POINT; THENCE SOUTHEASTERLY FORMING AN ANGLE OF 135 DEGREES WITH THE LAST DESCRIBED COURSE A DISTANCE OF 5.65 FEET TO A POINT; THENCE SOUTH FORMING AN ANGLE OF 135 DEGREES WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 34.03 FEET TO A POINT; THENCE WEST AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 20.48 FEET TO A POINT; THENCE NORTH AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 10.53 FEET TO A POINT; THENCE WEST AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 8.83 FEET TO A POINT; THENCE SOUTH AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 36.29 FEET TO A POINT; THENCE EAST AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 8.83 FEET TO A POINT; THENCE NORTH AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 0.06 FEET TO A POINT; THENCE EAST AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 44.15 FEET TO A POINT; THENCE SOUTH AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE

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OF 16.65 FEET TO A POINT; THENCE WEST AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 2.25 FEET; THENCE SOUTH AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 101.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THAT PROPERTY AND SPACE WHICH IS CONTAINED WITHIN AND BETWEEN THAT CERTAIN HORIZONTAL PLANE LOCATED 611.57 FEET ABOVE UNITED STATES GEOLOGICAL SURVEY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 622.90 FEET ABOVE UNITED STATES GEOLOGICAL SURVEY DATUM AND WHICH LIES WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THE FOLLOWING DESCRIBED PLAT OF LAND; BEGINNING 2.37 FEET NORTH AND 13.09 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 2; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 54.83 FEET TO A POINT; THENCE NORTH AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 32.00 FEET TO A POINT; THENCE WEST AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 54.83 FEET TO A POINT; THENCE SOUTH AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 5:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCELS 3 AND 4 CREATED IN THE AGREEMENT AND DECLARATION OF EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS MADE AS OF JANUARY 9, 1997 BY AND AMONG GUS DENAS BUILDING CORPORATION AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER A TRUST AGREEMENT DATED DECEMBER 6, 1996, AND KNOWN AS TRUST NUMBER 121816-08, RECORDED _____ AS DOCUMENT _____, FOR THE PURPOSES OF VERTICAL SUPPORT FROM PILLARS, BEAMS, MEMBERS, JOISTS, WALLS, HORIZONTAL SLABS, CEILINGS, FLOORS AND OTHER SUPPORTS OF WHATEVER NATURE NOW OR HEREAFTER CONSTRUCTED OR EXISTING IN THE CONDOMINIUM PARCEL (AS DEFINED THEREIN); FOR PARKING; FOR CONNECTION OF UTILITY EQUIPMENT APPURTENANT TO THE LAND LOCATED IN THE CONDOMINIUM PARCEL AND THE RIGHT OF ACCESS THERETO; AND FOR INGRESS AND EGRESS.

PIN Nos 05-34-106-011

05-34-106-012

05-34-106-013

Address: Central Avenue and 11th Street
Wilmette, Illinois