

# UNOFFICIAL COPY

## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") made as of the 17<sup>th</sup> day of June 1997, by and among Aries Capital Incorporated, an Illinois corporation, having an office at 220 West Huron, Suite 500 West, Chicago, Illinois 60610 ("Lender"), EESCO Inc., a division of WESCO Distribution, Inc., having an office at Commerce Court, Suite 700, Four Station Square, Pittsburgh, Pennsylvania 15219 ("Tenant") and E Six Limited Partnership or its assignee, having an office at c/o KC Development Group, L.L.C., 225 N. Wabash, Suite 310, Chicago, Illinois 60601 ("Landlord").

97196432

WITNESSETH:

WHEREAS, Lender has agreed to make a loan (the "Loan") of up to \$1,600,000.00 to Landlord;

WHEREAS, the Loan will be evidenced by a Mortgage Note (the "Note") of even date herewith made by Landlord to order of Lender and will be secured by, among other things, a Mortgage, Security Agreement and Assignment of Leases and Rents (the "Mortgage") of even date herewith made by Landlord to Lender covering the land (the "Land") described on Schedule A hereto and all improvements (the "Improvements") now or hereafter located on the land (the Land and the Improvements hereinafter collectively referred to as the "Mortgaged Property"); and

WHEREAS, by a lease dated as of October 1, 1986, as amended (which lease, as the same may have been amended and supplemented, is hereinafter called the "Lease"), Landlord leased to Tenant approximately 72,300 square feet of space located in the Improvements (the "Premises"); and

WHEREAS, the parties hereto desire to make the Lease subject and subordinate to the Mortgage.

NOW, THEREFORE, the parties hereto, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. The Lease and all of Tenant's right, title and interest in and to the Premises and all rights, remedies and options of Tenant under the Lease are and shall be unconditionally subject and subordinate to the Mortgage and the lien thereof, to all the terms, conditions and provisions of the Mortgage, to each and every advance made or hereafter made under the Mortgage, and to all renewals, modifications, consolidations, replacements, substitutions and extensions of the Mortgage, so that at all times the Mortgage shall be and remain a lien on the Mortgaged Property prior and superior to the Lease for all purposes; provided, however, and Lender agrees, that so long as (A) no event has occurred and no condition exists which, after the passage of time or the giving of notice, or both, would entitle Landlord to terminate the Lease or would cause, without further action of Landlord, the termination of the Lease or would entitle Landlord to dispossess Tenant from the Premises, (B) the term of the Lease has commenced and Tenant is in possession of the Premises,

97-0050 prepared by and  
mailed to:

Anthony R. Licata  
Shefsky & Froelich  
444 N. Michigan Ave  
Chicago, IL 60611

suite 2500

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03/21/97 13:15:00

DEPT-01 RECORDING \$39.50  
1#0004 TRAN 6072 03/21/97 13:15:00  
#5360 #LF \*-97-196432  
COOK COUNTY RECORDER  
DEPT-10 PENALTY \$36.00

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(C) the Lease shall be in full force and effect, (D) Tenant shall duly confirm its attornment to Lender by written instrument as set forth in Paragraph 3 hereof, (E) Tenant shall have performed all of its covenants contained herein, and (F) all representations and warranties made herein by Tenant shall be true and correct as of the date of such attornment; then, and in such event Tenant's leasehold estate under the Lease shall not be terminated, Tenant's possession of the Premises shall not be disturbed by Lender and Lender will accept the attornment of Tenant.

2. Notwithstanding anything to the contrary contained in the Lease, Tenant hereby agrees that in the event of any act, omission or default by Landlord or Landlord's agents, employees, contractors, licensees or invitees which would give Tenant the right, either immediately or after the lapse of a period of time, to terminate the Lease, or to claim a partial or total eviction, or to reduce the rent payable thereunder or credit or offset any amounts against future rents payable thereunder, Tenant will not exercise any such right (i) until it has given written notice of such act, omission or default to Lender by delivering notice in accordance with Paragraph 11 herein of such act, omission or default, and (ii) until a period of not less than thirty (30) days for remedying such act, omission or default shall have elapsed following the giving of such notice and following the time when Lender shall have become entitled under the Mortgage. Notwithstanding the foregoing, in the case of any default of Landlord which cannot be cured within such sixty (60) day period, if Lender shall within such period proceed promptly to cure the same (including such time as may be necessary to acquire possession of the Premises if possession is necessary to effect such cure) and thereafter shall prosecute the curing of such default with diligence, then the time within which such default may be cured by Lender shall be extended for such period as may be necessary to complete the curing of the same with diligence. Lender's cure of Landlord's default shall not be considered an assumption by Lender of Landlord's other obligations under the Lease. Unless Lender otherwise agrees in writing, Landlord shall remain solely liable to perform Landlord's obligations under the Lease (but only to the extent required by and subject to the limitation included with the Lease), both before and after Lender's exercise of any right or remedy under this Agreement. If Lender becomes obligated to perform as Landlord under the Lease, such person or entity will be released from those obligations when such person or entity assigns, sells or otherwise transfers its interest in the Premises or the Mortgaged Property.

3. Without limitation of any of the provisions of the Lease, in the event that, by reason of any default under the Mortgage on the part of the Landlord, Lender shall succeed to the interest of Landlord, then subject to the provisions of this Agreement including, without limitation, Paragraph 1 above, the Lease shall nevertheless continue in full force and effect and Tenant shall and does hereby agree to attorn to and accept Lender and to recognize Lender as its Landlord under the Lease for the then remaining balance of the term thereof, and upon request of Lender, Tenant shall execute and deliver to Lender an agreement of attornment satisfactory to Lender and Tenant.

~~4. If Lender shall succeed to the interest of Landlord or any successor to Landlord, in no event shall Lender have any liability for any act or omission of any prior landlord under the Lease which occurs prior to the date Lender shall succeed to the rights of Landlord under the Lease, nor any liability for claims, offsets or defenses which Tenant might have had against Landlord and in any event Lender shall have no personal liability as successor to Landlord and Tenant shall look only to the estate and property of Lender in the Land and the Improvements for the~~

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~~satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money in the event of any default by Lender under the Lease, and no other property or assets of Lender shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to the Lease, the relationship of Landlord and Tenant hereunder or Tenant's use or occupancy of the Premises.~~ <sup>John B. D.</sup>

5. Tenant agrees that no prepayment of rent or additional rent due under the Lease of more than one month in advance, and no amendment, modification, surrender or cancellation of the Lease, and no waiver or consent by Landlord under the terms of the Lease, shall be binding upon or as against Lender, as holder of the Mortgage, and as Landlord under the Lease if it succeeds to that position, ~~unless consented to in writing by Lender.~~ <sup>John B. D.</sup> In addition, and notwithstanding anything to the contrary set forth in this Agreement, Tenant agrees that Lender, as holder of the Mortgage, and as Lender under the Lease if it succeeds to that position, shall in no event have any liability for the performance or completion of any initial work or installations or for any loan or contribution or rent concession towards initial work, which are required to be made by Landlord (A) under the Lease or under any other Lease documents or (B) for any space which may hereafter become part of said Premises, and any such requirement shall be inoperative in the event Lender succeeds to the position of Landlord prior to the completion or performance thereof. Tenant further agrees with Lender that Tenant will not voluntarily subordinate the Lease to any lien or encumbrance without Lender's prior written consent.

6. Landlord represents and warrants that the Lease was duly executed by Landlord and all consents, resolutions or other approvals required for Landlord to execute the Lease were obtained. Tenant represents and warrants that the Lease was duly executed by Tenant and all consents, resolutions or other approvals required for Tenant to execute the Lease were obtained.

7. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute and be construed as one and the same instrument.

8. All remedies which Lender may have against Landlord provided herein, if any, are cumulative and shall be in addition to any and all other rights and remedies provided by law and by other agreements between Lender and Landlord or others. If any party consists of multiple individuals or entities, each of same shall be jointly and severally liable for the obligations of such party hereunder.

9. The reasonable cost of attorneys' fees and disbursements for any legal action or arbitration between or among the parties arising out of any dispute or litigation relating to enforcement of this Agreement shall be borne by the party(s) against whom a final decision is rendered.

10. All notices to be given under this Agreement shall be delivered to the addressee identified below or their respective successor or assign in writing and shall be either mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight air courier service, or personally delivered to a representative of the receiving party, or sent by telecopy (provided an

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identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this paragraph). Such addresses may be changed by notice given in the same manner. If any party consists of multiple individuals or entities, then notice to any one of same shall be deemed notice to such party.

**Lender's Address:**

Aries Capital Incorporated, an Illinois corporation  
220 West Huron, Suite 500 West  
Chicago, Illinois 60610  
Attn: Robin Cero

**With a copy to:**

.....  
.....  
.....

Attention: .....

**Tenant's Address:**

EESCO Inc., a division of WFSCO Distribution, Inc.  
Commerce Court, Suite 700  
Four Station Square  
Pittsburgh, Pennsylvania 15219  
Attn: Real Estate Department

**With a copy to:**

.....  
.....  
.....

Attention: .....

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## Landlord's Address:

E Six Limited Partnership or its assignee  
c/o KC Development Group, L.L.C.  
225 N. Wabash, Suite 310  
Chicago, Illinois 60601  
Attn: Barbara D. Fedor

## With a copy to:

Fox and Grove, Chartered  
311 South Wacker Drive, Suite 6200  
Chicago, Illinois 60606  
Attn: Robert M. Mintz

11. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Illinois.

12. This Agreement shall apply to, bind and inure to the benefit of the parties hereto and their respective successors and assigns. As used herein "Lender" shall include any subsequent holder of the Mortgage.

13. Landlord, Tenant and Lender agree that unless Lender shall otherwise consent in writing, Landlord's estate in and to the Mortgaged Property and the leasehold estate created by the Lease shall not merge but shall remain separate and distinct, notwithstanding the union of said estates either in Landlord or Tenant or any third party by purchase, assignment or otherwise.

14. Tenant acknowledges that Landlord has assigned to Lender its right, title and interest in the Lease and to the rents, issues and profits of the Mortgaged Property pursuant to the Mortgage and that certain Assignment of Leases and Rents, of even date herewith, and that Landlord has been granted the license to collect such rents provided no Event of Default has occurred under, and as defined in, the Mortgage. Tenant agrees to pay all rents and other amounts due under the Lease directly to Lender upon receipt of written demand by Lender, and Landlord hereby consents thereto. The assignment of the Lease to Lender, or the collection of rents by Lender pursuant to such assignment, shall not obligate Lender to perform Landlord's obligations under the Lease.



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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

[LENDER]

ARIES CAPITAL INCORPORATED, an Illinois corporation

By: [Signature]  
Its: President

[LANDLORD]

E Six Limited Partnership, or its assignee, E3939 L.L.C.

By: [Signature]  
Its: MANAGER

[TENANT]

WESCO Inc., a division of WESCO Distribution, Inc.

By: [Signature]  
Its: Secretary & General Counsel

[Add Acknowledgments]

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STATE OF ILLINOIS )

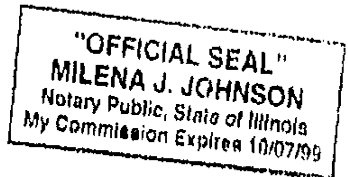
COUNTY OF Cook )

I, a notary public, in and for and residing in Cook County, in the State aforesaid, do hereby certify that Neil Freeman and Robin Cero of Aries Capital Incorporated, an Illinois corporation, personally known to me to be the same persons whose names are subscribed in the foregoing instrument as PRESIDENT appeared before me this day in person and being first duly sworn by me, acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 17<sup>th</sup> day of March, 1997.

Milena J. Johnson  
Notary Public

My commission expires: Oct. 7, 1999



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## ACKNOWLEDGMENTS

STATE OF ILLINOIS     )  
                                  )  
COUNTY OF Cook     )

I, a notary public, in and for and residing in Cook County, in the State aforesaid, do hereby certify that Barbara Fedor, the manager of E3939 L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed in the foregoing instrument as such manager, appeared before me this day in person and being first duly sworn by me, acknowledged that she signed and delivered the said instrument as her free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 14th day of March, 1997.

Jan M. Igo  
Notary Public

My commission expires: 11/17/99

Jan M. Igo

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SCHEDULE A CONTINUED

LEGAL DESCRIPTION:

PARCEL 1:

THE PART OF LOT "B" IN THE SUBDIVISION OF THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON SEPTEMBER 5, 1893 IN BOOK 59 OF PLATS, PAGE 32, AS DOCUMENT 1924571, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE POINT OF INTERSECTION OF THE NORTH RIGHT OF WAY MARGIN OF WEST 40TH STREET (A PRIVATE STREET BEING 66 FEET IN WIDTH AS DEFINED IN TRUSTEE'S DEED DATED APRIL 6, 1965, AND RECORDED AS DOCUMENT NO. 19429737) WITH THE WEST RIGHT OF WAY MARGIN OF SOUTH PULASKI ROAD (SAID RIGHT OF WAY BEING 100 FEET IN WIDTH), RUNNING THENCE NORTH ALONG SAID WEST RIGHT OF WAY MARGIN OF SOUTH PULASKI ROAD A DISTANCE OF 655.63 FEET TO A POINT MARKED BY AN IRON PIPE PLACED AND THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE LYING NORTHWEST OF ITS CHORD HAVING A RADIUS OF 666.69 FEET AND A CENTRAL ANGLE OF 7 DEGREES, 47 MINUTES, 38 SECONDS OF DISTANCE OF 90.69 FEET TO A POINT MARKED BY AN IRON PIPE PLACED, WHICH POINT IS 468.24 FEET EAST FROM THE EAST RIGHT OF WAY MARGIN OF SOUTH KARLOV AVENUE (A PRIVATE STREET BEING 66 FEET IN WIDTH AS DEFINED IN TRUSTEE'S DEED DATED APRIL 6, 1965, AND RECORDED AS DOCUMENT NO. 19429737) AND 616.65 FEET NORTH FROM SAID NORTH RIGHT OF WAY MARGIN OF WEST 40TH STREET; THENCE CONTINUING SOUTHWESTERLY ALONG THE ARC OF A CURVE LYING NORTHWEST OF ITS CHORD HAVING A RADIUS OF 366.00 FEET AND A CENTRAL ANGLE OF 12 DEGREES, 28 MINUTES, 00 SECONDS A DISTANCE OF 17.64 FEET TO A POINT MARKED BY AN IRON PIPE PLACED WHICH IS 403.68 FEET EAST FROM SAID EAST RIGHT OF WAY MARGIN OF SOUTH KARLOV AVENUE AND 570.37 FEET NORTH FROM SAID NORTH RIGHT OF WAY MARGIN OF WEST 40TH STREET; THENCE CONTINUING SOUTHWESTERLY ALONG THE ARC OF A CURVE LYING NORTHWEST OF ITS CHORD HAVING A RADIUS OF 391.56 FEET AND A CENTRAL ANGLE OF 9 DEGREES, 24 MINUTES, 02 SECONDS A DISTANCE OF 64.24 FEET TO A POINT MARKED BY AN IRON PIPE PLACED, LOCATED ON A LINE 523.79 FEET NORTH FROM AND PARALLEL WITH THE NORTH LINE OF WEST 40TH STREET, WHICH POINT IS 190.40 FEET WEST FROM SAID WEST LINE OF SOUTH PULASKI ROAD; THENCE WEST ALONG THE LAST ABOVE MENTIONED PARALLEL LINE A DISTANCE OF 159.60 FEET TO A POINT LOCATED AT THE INTERSECTION OF THE LAST ABOVE MENTIONED PARALLEL LINE AND THE EAST RIGHT OF WAY MARGIN OF SOUTH KARLOV AVENUE; THENCE NORTH ALONG THE EASTERN RIGHT OF WAY MARGIN OF SOUTH KARLOV AVENUE A DISTANCE OF 267.91 FEET TO A POINT MARKED BY AN IRON PIPE PLACED; THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF A CURVE LYING NORTH OF ITS CHORD HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 14 DEGREES, 40 MINUTES, 18 SECONDS A DISTANCE OF 363.08 FEET TO A POINT MARKED BY AN IRON PIPE PLACED, WHICH POINT IS 2,354.67 FEET NORTH OF THE SOUTH LINE OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AFORESAID COUNTY AND STATE, AND IS HEREINAFTER REFERRED TO AS POINT A; THENCE SOUTHEASTERLY 59.24 FEET TO A POINT MARKED BY AN IRON PIPE FOUND LOCATED ON LINE A, LINE A BEING DEFINED AS A STRAIGHT LINE RUNNING SOUTHEASTERLY FROM POINT A 199.61 FEET TO A POINT LOCATED ON THE WESTERN RIGHT OF WAY MARGIN OF SOUTH PULASKI ROAD; THENCE SOUTHEASTERLY 68.74 FEET TO A POINT MARKED BY AN IRON PIPE FOUND AND LOCATED ON A LINE PARALLEL TO AND 16.04 FEET NORTHEAST OF LINE A; THENCE SOUTHEASTERLY AND ALONG A LINE PARALLEL TO LINE A 66.74 FEET TO A POINT LOCATED ON THE WEST RIGHT OF WAY MARGIN OF SOUTH PULASKI ROAD AND MARKED BY AN IRON PIPE PLACED; THENCE SOUTHERLY ALONG THE WEST MARGIN OF THE RIGHT OF WAY OF SOUTH PULASKI ROAD 114.00 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THAT PLAT OF SURVEY MADE BY CHICAGO GUARANTEE SURVEY COMPANY, ROBERT J. HARRISON, ILLINOIS REGISTERED LAND SURVEYOR, FOR CHICAGO TITLE INSURANCE COMPANY AND EESCO, INC., DATED JULY 30, 1986, IN COOK COUNTY, ILLINOIS.

(THE FOREGOING DESCRIPTION IS BASED UPON THE FOLLOWING DEFINITIONS)

SOUTH KARLOV AVENUE (A PRIVATE STREET) IS DEFINED AS A STRIP OF LAND 66 FEET IN WIDTH, LYING IN LOT "B" OF THE SUBDIVISION RECORDED IN BOOK 59 OF PLATS, PAGE 32 AS DOCUMENT 1924571, BEING 33 FEET ON EAST SIDE OF THE CENTER LINE, THEREOF, WHICH LINE IS PARALLEL TO AND 583 FEET WEST OF THE WEST LINE OF SOUTH PULASKI ROAD AND EXTENDS FROM THE NORTH LINE OF WEST 40TH STREET TO THE NORTHERLY LINE OF THE LAND CONVEYED BY THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY TO THE CRAWFORD REAL ESTATE DEVELOPMENT COMPANY BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 17307420.

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FILE NUMBER:  
97-0050

## SCHEDULE A CONTINUED

### LEGAL DESCRIPTION:

WEST 40TH STREET (A PRIVATE STREET) IS DEFINED AS A STRIP OF LAND 66 FEET IN WIDTH LYING IN LOT "A" AND IN LOT "B" OF THE SUBDIVISION RECORDED IN BOOK 59 OF PLATS, PAGE 32 AS DOCUMENT 1924571 EXTENDING EASTERLY FROM A LINE PARALLEL TO AND 655.93 FEET EAST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SECTION 3, SAID PARALLEL LINE BEING THE EAST LINE OF SOUTH KILDARE BOULEVARD, TO ITS INTERSECTION WITH THE WEST LINE OF SOUTH PULASKI ROAD. THE NORTH LINE OF SAID STRIP IS A LINE PARALLEL TO AND 1,086 FEET NORTH OF THE NORTH LINE OF RE-ESTABLISHED DISTRICT BOULEVARD. THE SOUTH LINE OF SAID STRIP OF LAND IS A LINE PARALLEL TO AND 66 FEET SOUTH OF THE NORTH LINE OF SAID STRIP OF LAND. THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3 IS HEREIN DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID SECTION 3, MEASURED 2,648.14 FEET WEST FROM THE NORTHEAST CORNER OF SAID SECTION 3, AND MEASURED 2,642.64 FEET EAST FROM THE NORTHWEST CORNER OF SAID SECTION 3, TO A POINT ON THE SOUTH LINE OF SAID SECTION 3, MEASURED 2,669.37 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 3, AND MEASURED 2,668.04 FEET EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 3. THE EAST AND WEST CENTER LINE OF SAID SECTION 3, IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID SECTION 3, MEASURED 2,597.19 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 3, AND MEASURED 2,669.64 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID SECTION 3, TO A POINT ON THE WEST LINE OF SAID SECTION 3, MEASURED 2,598.77 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID SECTION 3 AND MEASURED 2,661.19 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID SECTION 3. THE NORTH LINE OF RE-ESTABLISHED DISTRICT BOULEVARD (A PRIVATE STREET) AND SAID NORTH LINE

EXTENDED, IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID SECTION 3, MEASURED 465.16 FEET NORTH OF THE EAST AND WEST CENTER LINE OF SAID SECTION 3 TO A POINT ON THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3, MEASURED 464.08 FEET NORTH OF SAID EAST AND WEST CENTER LINE. THE SOUTH LINE OF RE-ESTABLISHED DISTRICT BOULEVARD IS 80 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF RE-ESTABLISHED DISTRICT BOULEVARD.

### PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID, FOR INGRESS AND EGRESS OVER, UPON AND ACROSS THE PRIVATE STREETS KNOWN AS SOUTH KARLOV AVENUE AND WEST 40TH STREET, FOR PURPOSES OF PASSAGE TO A PUBLIC HIGHWAY, AS DEFINED IN TRUSTEE'S DEED TO STANDARD BEERIES INCORPORATED, A CORPORATION OF DELAWARE, DATED APRIL 6, 1968 AND RECORDED APRIL 6, 1968 AS DOCUMENT 19429737, IN COOK COUNTY, ILLINOIS.

address: 3939 S. Karlov, Chicago, Illinois

permanent index number: 19-03-201-037