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DEPT-01 RECORDING \$43.50
 T#0009 TRAN 8055 04/10/97 15:26:00
 #7270 + SK #-97-249297
 COOK COUNTY RECORDER
 DEPT-10 PENALTY \$40.00

SUBORDINATION, NONDISTURBANCE AND ATTORNMEN AGREEMENT

THIS AGREEMENT made this ^{as of} 7th day of April, 1997 between GUARANTY FEDERAL BANK, F.S.B., a federal savings bank (hereinafter called "Lender"), THE MEN'S WAREHOUSE, INC., a Texas Corporation d/b/a THE MEN'S WAREHOUSE (hereinafter called "Tenant"), and WOODFIELD COMMONS LIMITED PARTNERSHIP (hereinafter called "Landlord").

WEARHOUSE

WITNESIH THAT:

WHEREAS, Lender is the owner and holder of a Mortgage and Security Agreement (hereinafter called the "Mortgage") dated April 7, 1997, covering the real property described in Exhibit A and the buildings and improvements thereon (hereinafter collectively called the "Mortgaged Premises") securing the payment of a promissory note payable to the order of Lender.

1ST AMERICAN TITLE order # CA103383

Apr 12-97

Handwritten notes:
 1250
 4000
 4000
 3

WHEREAS, Tenant is the tenant under a lease (hereinafter called the "Lease") dated April 20, 1995, executed by and between Landlord and Tenant, covering certain property (hereinafter called the "Demised Premises") consisting of all or a part of the (Mortgaged Premises); and

WHEREAS, Tenant and Lender desire to confirm their understanding with respect to the Lease and the Mortgage;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Lender and Tenant hereby agree and covenant as follows:

1. Subordination. The Lease now is and shall at all times and for all purposes continue to be, subject and subordinate, in each and every respect, to the Mortgage, with the provisions of the Mortgage controlling in all respects over the provisions of the Lease, it being understood and agreed that the foregoing subordination shall apply to any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgage, provided that any and all such increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations shall nevertheless be subject to the terms of this Agreement.

2. Non-Disturbance. So long as (i) Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the other terms, covenants or conditions of the Lease on Tenant's part to be performed, (ii) the Lease is in full force and effect according to its original terms, or with such amendments or modifications as Lender shall have approved, and (iii) Tenant attorns to Lender or a purchaser of the Mortgaged Premises as provided in Paragraph 3, then (a) Tenant's possession, occupancy, use and quiet enjoyment of the Demised Premises under the Lease, or any extensions or renewals thereof or acquisition of additional space which may be effected in accordance with any option therefor in the Lease, shall not be terminated, disturbed, diminished or interfered with by Lender in the exercise of any of its rights under the Mortgage, and (b) Lender will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest and estate under the Lease because of any default under the Mortgage.

3. Attornment. If Lender shall become the owner of the Mortgaged Premises or the

except to the extent such amendment or modification is specifically contemplated by the Lease

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20 days advance written

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Mortgaged Premises shall be sold by reason of non-judicial or judicial foreclosure or other proceedings brought to enforce the Mortgage or the Mortgaged Premises shall be conveyed by deed in lieu of foreclosure, the Lease shall continue in full force and effect as a direct Lease between Lender or other purchaser of the Mortgaged Premises, who shall succeed to the rights and duties of Landlord, and Tenant, and Tenant shall attorn to Lender or such purchaser, as the case may be, upon any such occurrence and shall recognize Lender or such purchaser, as the case may be, as the Landlord under the Lease. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Landlord or any holder(s) of any of the indebtedness or other obligations secured by the Mortgage or any such purchaser, any instrument or certificate which, in the sole reasonable judgement of the requesting party, is necessary or appropriate, in connection with any such foreclosure or deed in lieu of foreclosure or otherwise, to evidence such attornment. Tenant hereby waives the provisions of any statute of or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect the Lease and the obligations of Tenant thereunder as a result of any such foreclosure or deed in lieu of foreclosure.

4. Obligations and Remedies. If Lender shall become the owner of the Mortgaged Premises or the Mortgaged Premises shall be sold by reason of non-judicial or judicial foreclosure or other proceedings brought to enforce the Mortgage or the Mortgaged Premises shall be conveyed in deed in lieu of foreclosure, Lender or other purchaser of the Mortgaged Premises, as the case may be, shall have the same remedies by entry, action or otherwise in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the other terms, covenants and conditions of the Lease on Tenant's part to be performed that Landlord had or would have had if Lender or such purchaser had not succeeded to the interest of Landlord. Upon attornment by Tenant as provided herein, Lender or such purchaser shall be bound to Tenant under all the terms, covenants and conditions of the Lease and Tenant shall have the same remedies against Lender or such purchaser for the breach of an agreement contained in the Lease that Tenant might have had under the Lease against Landlord if Lender or such purchaser had not succeeded to the interest of Landlord; provided, however, that Lender or such purchaser shall not be liable or bound to Tenant:

~~except to the extent such act or omission is of a continuing nature such as a repair obligation~~

(a) for any act or omission of any prior landlord (including Landlord); or

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(b) for any offsets or defenses which Tenant might have against any prior landlord (including Landlord); or

~~except to the extent that Lender has received the benefit of the act of Tenant giving rise to the right of offset as permitted by the Lease or by law~~

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(c) for or by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord); or

~~except as otherwise stated in the Lease~~

(d) by any amendment, modification or consensual termination of the Lease made without Lender's consent; or

~~except to the extent such amendment, modification or termination is specifically contemplated by the Lease~~

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(e) for any security deposit, rental deposit or similar deposit given by Tenant to a prior landlord (including Landlord) unless such deposit is actually paid over to Lender or such purchaser by the prior landlord; or

~~(f) for any repairs or replacements to or required by the Demised Premises or the Mortgaged Premises arising prior to the date Lender or such purchaser takes possession of the Mortgaged Premises; or~~

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~~(g) for any moving, relocation or refurbishment allowance or any construction of or payment or allowance for tenant improvements to the Demised Premises or any part thereof or to the Mortgaged~~

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so long as any transferee accepts the responsibility of the transferor's obligations under the Lease, as of the date of transfer and/or any ongoing obligations (i.e., the need for a repair to be made.)

~~Premises or any part thereof for the benefit of Tenant; or~~
~~(h) for the payment of any leasing commissions or other expenses for which any prior landlord (including Landlord) incurred the obligation to pay; or~~
future
(i) by any notice given by Tenant to a prior landlord (including Landlord) unless a copy thereof is also then given to Lender.

The person or entity to whom Tenant attorns shall be liable to Tenant under the Lease only for matters arising during such person's or entity's period of ownership, and such liability shall terminate upon the transfer by such person or entity of its interest in the Lease and the Mortgaged Premises.

5. No Abridgement. Nothing herein contained is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Landlord under the Lease in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the others terms, covenants or conditions of the Lease on Tenant's part to be performed.
each party's by Tenant

6. Notices of Default to Lender. Tenant agrees to give Lender a copy of any default notice sent by Landlord under the Lease to Tenant or by Tenant to Landlord and to promptly send written notice to Lender upon learning of any default under the Lease by any party to the Lease.

7. Representations by Tenant. Tenant represents and warrants to Lender that Tenant has validly executed the Lease; the Lease is valid, binding and enforceable and is in full force and effect in accordance with its terms; ~~the Lease has not been amended except as stated herein; no rent under the Lease has been paid more than thirty (30) days in advance of its due date. There are no defaults existing under the Lease, and Tenant, as of this date, has no charge, lien, counterclaim or claim of offset under the Lease, or otherwise, against the rents or other charges due or to become due under the Lease.~~

8. Rent Payment. If Lender shall become the owner of the Mortgaged Premises or the Mortgaged Premises shall be sold by reason of non-judicial or judicial foreclosure or other proceedings brought to enforce the Mortgage or the Mortgaged Premises shall be conveyed by deed in lieu of foreclosure, Tenant agrees to pay all rents directly to Lender or other purchaser of the Mortgaged Premises, as the case may be, in accordance with the Lease immediately upon notice of Lender or such purchaser, as the case may be, succeeding to Landlord's interest under the Lease. Tenant further agrees to pay all rents directly to Lender immediately upon notice that Lender is exercising its right to such rents under the Mortgage or any other loan documents (including but not limited to any assignment of Leases and Rents) following a default by Landlord or other applicable party.

9. Notice of Mortgage. To the extent that the Lease shall entitle Tenant to notice of any Mortgage or security agreement, this Agreement shall constitute such notice to the Tenant with respect to the Mortgage and to any and all other Mortgage and security agreements which may hereafter be subject to the terms of this Agreement.

a reasonable amount of time not to exceed
10. Landlord Defaults. Tenant agrees with Lender that effective as of the date of this Agreement: (i) Tenant shall not take any steps to terminate the Lease for any default by Landlord or any succeeding owner of the Mortgaged Premises until after giving Lender written notice of such default, stating the nature of the default and giving Lender thirty (30) days from receipt of such notice to effect cure of the same, or if cure cannot be effected within said thirty (30) days due to the nature of the default, Lender shall have a reasonable time to cure provided that it commences cure within said thirty (30) day period of time

Landlord waives any right, claim or demand it may now or hereafter have against Tenant by reason of such payment to Lender and any such payment shall discharge the obligations of Tenant to make such payment to Landlord.



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except to the extent such is expressly contemplated by the Lease.

and diligently carries such cure to completion; and (ii) notice to Landlord under the Lease (oral or written) shall not constitute notice to Lender.

11. No Amendment, Termination, Assignment or Subletting of Lease. Tenant agrees that Tenant's interest in and obligations under the Lease shall not be altered, modified or terminated without the prior written consent of Lender. Tenant further agrees that Tenant shall not assign the Lease or allow it to be assigned in any manner or sublet the Demised Premises or any part thereof ~~without the prior written consent of Lender in any situation where Lender's consent to any such action is required under the Lease.~~

except as permitted under the terms of the Lease.

12. Liability of Lender. If Lender shall become the owner of the Mortgaged Premises or the Mortgaged Premises shall be sold by reason of foreclosure or other proceedings brought to enforce the Mortgage or the Mortgaged Premises shall be conveyed by deed in lieu of foreclosure, Tenant agrees that, notwithstanding anything to the contrary contained in the Lease, after such foreclosure sale or conveyance by deed in lieu of foreclosure, Lender shall have no personal liability to Tenant under the Lease and Tenant shall look solely to the estate and property of Landlord in the Mortgaged Premises, to the net proceeds of sale thereof or the rental received therefrom, for the satisfaction of Tenant's remedies for the collection of a judgement or other judicial process requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants, and conditions of the Lease to be observed or performed by Landlord and any other obligation of Landlord created by or under this Lease, and no other property or assets of Landlord or of its partners, officers, beneficiaries, co-tenants, shareholders, or principals (as the case may be) shall be subject to levy, execution or other enforcement procedures for the satisfaction of Tenant's remedies. The term "Landlord" as used herein shall be limited to mean and include only the owner or owners at the time in question of Landlord's interest in the Lease, which term shall include Lender in the event Lender acquires title to the Mortgaged Premises. ~~Further in the event of any transfer by Landlord of Landlord's interest in this Lease, Landlord (and in the case of any subsequent transfers or conveyances, the then assignee), including each of its partners, officers, beneficiaries, co-tenants, shareholders or principals (as the case may be) shall be automatically freed and released, from and after the date of such transfer or conveyance, of all liability for the performance of any covenants and agreements which accrue subsequent to the date of such transfer of Landlord's interest.~~

13. Notice. Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States mail, postage prepaid, registered or certified mail, or (d) telegram, telex or telecopy, addressed as follows: *

in accordance with the Notices provision of the Lease

To Lender:

Guaranty Federal Bank, F.S.B.
8333 Douglas Avenue
Dallas, Texas 75225
Attn: Commercial Real Estate Lending Division

Landlord

To Tenant:

Woodfield Commons Limited Partnership
c/o Klaff Realty, LP
111 West Jackson Boulevard
13th Floor
Chicago, IL 60604

or to such other address or to the attention of such other person as hereafter shall be designated in writing by the applicable party sent in accordance herewith. Any such notice or communication shall be deemed to have been given and received either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in

*To Tenant: The Men's Wearhouse, Inc.
5803 Glenmont
Houston, TX 77081
attn: Executive Offices

copy to: The Men's Wearhouse, Inc.
40650 Encyclopedia Circle
Fremont, CA 94538
attn: David Edwab

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~~the case of telegram, telex or telecopy, upon receipt.~~

14. Modification. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

15. Successor Lender. The term "Lender" as used throughout this Agreement includes any successor or assign of Lender and any holder(s) of any interest in the indebtedness secured by the Mortgage.

16. Successor and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, and any purchaser or purchasers at foreclosure of the Mortgage Premises, and their respective heirs, personal representatives, successors and assigns.

17. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

18. Gender and Number. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural and words in the plural number shall be held and construed to include the singular, unless the context otherwise requires.

19. Applicable Law. This Agreement and the rights and duties of the parties hereunder shall be governed by all purposes by the law of the State of Illinois and the law of the United States applicable to transactions within such state.

20. Counterparts. This Agreement may be executed in multiple counterparts, and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be one and the same instrument with the same force and effect as if all parties had signed the same signature page.

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

LENDER:

GUARANTY FEDERAL BANK, F.S.B.
a federal savings bank

By: *Lesa B. Balsley*
Lesla B. Balsley, Vice President

TENANT:

WEARHOUSE
~~THE MEN'S WAREHOUSE, INC.~~
a Texas corporation

By: *Bill Erickson*
Name: Bill Erickson
Title: Vice President

LANDLORD:

WOODFIELD COMMONS LIMITED
PARTNERSHIP an Illinois limited partnership

By: J.K. Woodcom, Inc., an Illinois
corporation, a general partner

By: *Oliver R. Agnew*
Its: Vice President

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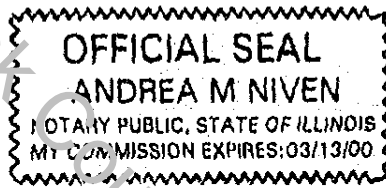
THE STATE OF ILLINOIS }
COUNTY OF COOK }

This instrument was acknowledged before me on April 3, 1997, by Alan Saporale
of Woodfield (1011-87-512) on behalf of said corporation.

Andrea M Niven
Notary Public

(Printed Name)

My commission expires:



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EXHIBIT A

(See attached legal description)

Document prepared by and return to:

David V. Hall, Esq.
Rudnick & Wolfe
203 N. LaSalle Street
Suite 1800
Chicago, IL 60601

Common address:

1025-1101 East Golf Road, Schaumburg, Illinois
1111 East Golf Road, Schaumburg, Illinois
1209-1255 East Golf Road, Schaumburg, Illinois

P.I.N. Nos.:

0714 200 027
0713 100 007
0714 200 014
0714 200 026

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LEGAL DESCRIPTION:

PARCEL 1:

LOT 5 IN ANDERSON'S WOODFIELD COMMONS WEST, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 21, 1971 AND KNOWN AS TRUST NUMBER 43179 AND TOYS "R" US, INC., TO LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 31, 1972 AND KNOWN AS TRUST NUMBER 45337 AND RECORDED NOVEMBER 28, 1979 AS DOCUMENT 25259409 FOR INGRESS AND EGRESS, PASSAGE AND PARKING OVER THE FOLLOWING DESCRIBED LAND:

LOT 4 IN ANDERSON'S WOODFIELD COMMONS WEST, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOGETHER WITH THAT PART OF THE EAST 1/2 OF SECTION 14, BOTH IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF GOLF ROAD PER COURT CASE NO. 68L13469 WITH A LINE DRAWN 770.23 FEET (MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE WEST LINE OF MEACHAM ROAD PER THE AFORESAID COURT CASE NUMBER 68L13469; THENCE SOUTH 00 DEGREES 25 MINUTES 37 SECONDS WEST, 660.795 FEET ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE DRAWN PERPENDICULARLY TO SAID WEST LINE OF MEACHAM ROAD THROUGH A POINT ON THE WEST LINE OF THE AFORESAID NORTHWEST 1/4 OF SAID SECTION 13, SAID POINT BEGIN 803.816 FEET (AS MEASURED ALONG SAID WEST LINE) SOUTH OF THE NORTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE NORTH 89 DEGREES 34 MINUTES 23 SECONDS WEST, 485.443 FEET, ALONG THE LAST DESCRIBED PERPENDICULAR LINE TO THE POINT OF INTERSECTION WITH THE WEST LINE OF THE AFORESAID NORTHWEST 1/4 OF SAID SECTION 13; THENCE CONTINUING ALONG THE LAST DESCRIBED PERPENDICULAR LINE NORTH 89 DEGREES 34 MINUTES 23 SECONDS WEST, 44.681 FEET; THENCE NORTH 02 DEGREES 17 MINUTES 18 SECONDS WEST, 635.0 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF GOLF ROAD PER COURT CASE NUMBER 71L9862, SAID POINT OF INTERSECTION BEING 74.12 FEET (AS MEASURED ALONG SAID SOUTH LINE) WESTERLY OF THE EAST LINE OF THE AFORESAID NORTHEAST 1/4 OF SAID SECTION 14; THENCE NORTH 87 DEGREES 45 MINUTES 35 SECONDS EAST, 74.12 FEET, ALONG SAID SOUTH LINE, TO THE EAST LINE OF SAID NORTHEAST 1/4; THENCE NORTH 87 DEGREES 42 MINUTES 42 SECONDS

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EAST, 486.713 FEET ALONG THE AFORESAID SOUTH LINE OF GOLF ROAD PER THE AFORESAID COURT CASE NUMBER 68L13469, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 3 AS CREATED BY AGREEMENT BETWEEN SCHAUMBURG STATE BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 17, 1971 AND KNOWN AS TRUST NUMBER 252 TO JETCO PROPERTIES, INC., A CORPORATION OF DELAWARE, DATED AUGUST 5, 1971 AND RECORDED AUGUST 9, 1971 AS DOCUMENT 21577346 FOR INGRESS AND EGRESS, FOR VEHICULAR AND PEDESTRIAN TRAFFIC AND FOR VEHICULAR PARKING OUTSIDE OF THE BUILDINGS LINES DELINEATED ON EXHIBIT 'C' ATTACHED THERETO OVER AND UPON THE FOLLOWING DESCRIBED PREMISES:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORMALLY DISTANT 70.00 FEET FROM THE CENTER LINE OF GOLF ROAD PER DOCUMENT NUMBER 10488003 AND 95.00 FEET NORMALLY DISTANT FROM THE CENTER LINE OF MEACHAM ROAD (SAID CENTER LINE BEING THE EAST LINE OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13); THENCE SOUTH 45 DEGREES 55 MINUTES 48 SECONDS EAST, 34.55 FEET TO A POINT NORMALLY DISTANT 95.00 FEET FROM SAID CENTER LINE OF GOLF ROAD AND 70.00 FEET NORMALLY DISTANT FROM SAID CENTER LINE OF MEACHAM ROAD, SAID POINT BEING ON THE WEST LINE OF MEACHAM ROAD PER COURT CASE NUMBER 68L13469; THENCE SOUTH 00 DEGREES 25 MINUTES 37 SECONDS WEST, 672.296 FEET, ALONG SAID WEST LINE OF MEACHAM ROAD, TO THE POINT OF INTERSECTION WITH A LINE DRAWN PERPENDICULARLY TO THE AFORESAID WEST LINE OF MEACHAM ROAD THROUGH A POINT ON THE WEST LINE OF THE AFORESAID NORTHWEST 1/4 OF SECTION 13, SAID POINT BEING 803.816 FEET (AS MEASURED ALONG SAID WEST LINE) SOUTH OF THE NORTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE NORTH 89 DEGREES 34 MINUTES 23 SECONDS WEST, 770.23 FEET, ALONG SAID PERPENDICULAR LINE TO A POINT; THENCE NORTH 00 DEGREES 25 MINUTES 37 SECONDS EAST, 660.795 FEET ALONG A LINE 770.23 FEET (MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH SAID WEST LINE OF MEACHAM ROAD TO A POINT ON THE SOUTH LINE OF GOLF ROAD PER COURT CASE NO. 68L13469; THENCE NORTH 87 DEGREES 42 MINUTES 42 SECONDS EAST, 746.067 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, (EXCEPTING FROM THE ABOVE DESCRIBED PARCEL OF LAND THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE HEREINABOVE DESIGNATED POINT OF BEGINNING; THENCE SOUTH 45 DEGREES 55 MINUTES 48 SECONDS EAST, 34.55 FEET TO THE AFORESAID POINT ON THE WEST LINE OF MEACHAM ROAD PER COURT CASE NO. 68L13469 AFORESAID; THENCE SOUTH 00 DEGREES 25 MINUTES 37 SECONDS WEST, 189.452 FEET; ALONG SAID WEST LINE OF MEACHAM ROAD; THENCE NORTH 89 DEGREES 34 MINUTES 23 SECONDS WEST 204.552 FEET; THENCE NORTH 02 DEGREES 17 MINUTES 18 SECONDS WEST, 204.552 FEET TO THE POINT OF INTERSECTION WITH THE AFORESAID SOUTH LINE OF GOLF ROAD; THENCE NORTH 87 DEGREES 42 MINUTES 42 SECONDS EAST, 189.453 FEET ALONG SAID SOUTH LINE TO THE AFORESAID POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

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PARCEL 5:

LOT 4 IN ANDERSON'S WOODFIELD COMMONS WEST, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

EASEMENT FOR THE BENEFIT OF PARCEL 5 AS CREATED BY GRANT FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 13, 1978 AND KNOWN AS TRUST NUMBER 42371, TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 31, 1972 AND KNOWN AS TRUST NUMBER 45337 DATED AUGUST 11, 1978 AND RECORDED AUGUST 24, 1978 AS DOCUMENT 24597584 FOR INGRESS AND EGRESS, USE OF PARKING FACILITIES AND DRIVEWAYS, AND INSTALLATION, MAINTENANCE AND USE OF WATER MAIN OVER THE FOLLOWING DESCRIBED LAND:

LOT 3 IN ANDERSON'S WOODFIELD COMMONS WEST, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

EASEMENT FOR THE BENEFIT OF PARCEL 5 AS CREATED BY GRANT FROM LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 21, 1971 AND KNOWN AS TRUST NUMBER 43179 AND TOYS "R" US, INC., TO LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 31, 1972 AND KNOWN AS TRUST NUMBER 45337 AND RECORDED NOVEMBER 28, 1979 AS DOCUMENT 25259409 FOR INGRESS AND EGRESS, PASSAGE AND PARKING OVER THE FOLLOWING DESCRIBED LAND:

LOT 5 IN ANDERSON'S WOODFIELD COMMONS WEST, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

EASEMENT FOR THE BENEFIT OF PARCEL 5 AS CREATED BY GRANT OF EASEMENT TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 31, 1972 AND KNOWN AS TRUST NUMBER 45337 PER AGREEMENT DATED AUGUST 11, 1978 AND RECORDED AUGUST 24, 1978 AS DOCUMENT 24597584, AS AMENDED BY CERTIFICATE OF CORRECTION FROM LASALLE NATIONAL BANK, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 5, 1979 AND KNOWN AS TRUST NUMBER 102123, DATED JULY 28, 1993 AND RECORDED AUGUST 2, 1993 AS DOCUMENT NUMBER 93599073, FOR INSTALLATION, MAINTENANCE AND USE OF STORM SEWER MAIN OVER THE FOLLOWING DESCRIBED LAND:

LOT 6 IN ANDERSON'S WOODFIELD COMMONS WEST, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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