

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

PETER A SARASEK, ESA  
WILSON & HULLMAN  
500 WEST MADISON ST SUITE 1000  
CHICAGO, ILLINOIS 60601

Space Above This Line for Recorder's Use

CONFIRMATION OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made this 1st day of MAY, 1998, by Lachee Byun, Chong Hui Sun and Wung J. Sun, having their principal office and place of business located at 2901 N. STATE ST., STORE 110 ("Tenant"), John Hancock Mutual Life Insurance Company, having its principal place of business located at 200 Clarendon Street, John Hancock Place, P.O. Box 111, Boston, MA 02117 ("Lender"), and American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Agreement dated April 18, 1957, and known as Trust Number 12599 ("Trust"), and Belden Centre Limited Partnership, an Illinois limited partnership ("Beneficiary") (the Beneficiary and the Trust are hereinafter together referred to as "Landlord"), with reference to the following facts:

RECFALS

A. On November 30, 1993, Landlord, Tenant and Lender entered into a certain Subordination, Non-Disturbance and Attornment Agreement ("Original SNDA"), a copy of which is attached and incorporated herein by reference, covering certain space ("Demised Premises") in the building known as The Belden, located in Chicago, Illinois, which property is more particularly described in the Mortgage (as hereinafter defined) ("Property");

B. Lender has agreed to make a loan ("Loan") to Landlord, which Loan is to be evidenced by a note and secured, inter alia, by a first lien instrument in favor of Lender covering the property and upon the terms and conditions described therein, which shall be recorded in the Official Records of Cook County, Illinois (said instrument and all amendments, modifications, renewals, substitutions, extensions, consolidations and replacements thereto and thereof, as applicable, are hereinafter collectively referred to as "Mortgage");

C. It is a condition precedent to obtaining the Loan that (i) the Mortgage be and remain at all times a first lien or charge upon the Property prior and superior to the Lease; (ii) Tenant specifically subordinate the Lease to the lien or charge of the Mortgage; (iii) Tenant attorn to Lender and its successors and assigns in the event of the foreclosure or other

1207-11-26520286N

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

98431055

proceeding to enforce the Mortgage; and (iv) the parties confirm the terms of the Original SNDA.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lender to enter into the above-referenced Loan, Lender and Tenant hereby agree as follows:

The Original SNDA is hereby confirmed and ratified by the parties hereto and the terms and conditions of the Original SNDA shall apply to the Loan and Mortgage, as defined in Recital B above.

Witness the execution hereof under seal this 13 day of MAY, 1998.

LENDER:

JOHN HANCOCK MUTUAL LIFE  
INSURANCE COMPANY

By: Mary Pat O'Meara  
Its

MARY PAT O'MEARA  
INVESTMENT OFFICER

ATTEST:

Its Assistant Secretary

LANDLORD:

AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO, as  
Trustee as aforesaid

By: [Signature]  
Its: VP

ATTEST:

Its Assistant Secretary

TENANT:

Lachee Byun

By: Chong Hui Sun  
Chong Hui Sun

By: Yong J. Sun  
Yong J. Sun

LANDLORD:

BELDEN CENTRE LIMITED  
PARTNERSHIP, an Illinois limited  
partnership

By: ROTZ & COMPANY, an Illinois  
corporation

By: [Signature]  
President

ATTEST:

Its Assistant Secretary

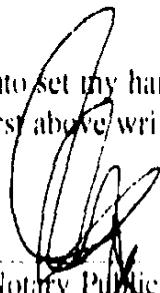
# UNOFFICIAL COPY

98431055

COMMONWEALTH OF MASSACHUSETTS )  
 ) SS.  
COUNTY OF SUFFOLK )

On this 15<sup>th</sup> day of April, 1998, before me, the undersigned, a Notary Public in and for the said Commonwealth, residing therein, duly commissioned and sworn, personally appeared May Det. Chong to me personally known, who by me duly sworn, did say that she is an Executive of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said county the day and year in this certificate first above written.

  
Notary Public in and for said Commonwealth  
Eva Chan, Notary Public


My commission expires:

MY COMMISSION EXPIRES DECEMBER 2 1999

STATE OF Illinois )  
 ) SS.  
COUNTY OF Cook )

I, JAYNE KASZYNSKI, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT, the Chong Hui Sun - Wing J. Sun et personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Tenant appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and said voluntary act of said Owners, for said uses and purposes.

GIVEN under my hand and notarial seal this 1st day of May, 1998.

  
Notary Public

My commission expires:

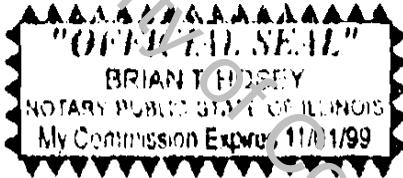
# UNOFFICIAL COPY

STATE OF IL )  
COUNTY OF COOK ) SS.

98431055

I, \_\_\_\_\_, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT GREGORY S. KASPRZYK, the VICE PRESIDENT of American National Bank and Trust Company of Chicago, as Trustee as aforesaid, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and said voluntary act of said \_\_\_\_\_, for said uses and purposes.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of MAY 13 1998, 1998.



Brian Hulsey  
Notary Public

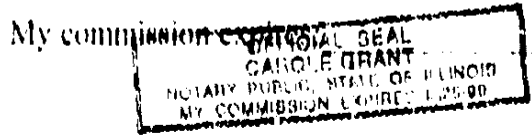
My commission expires: \_\_\_\_\_

STATE OF Illinois )  
COUNTY OF Cook ) SS.

I, Carole Grant, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT David W. Kellersberg, the President of Rotz & Company, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and said voluntary act of said \_\_\_\_\_, for said uses and purposes.

GIVEN under my hand and notarial seal this 13 day of May, 1998.

Carole Grant  
Notary Public



SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

98431055

This Subordination, Non-Disturbance and Attornment Agreement is dated as of this 21<sup>st</sup> day of November, 1993, between JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY ("Lender"); LAHEE BYUN, CHONG HUI SUN AND WUNG J. SUN (the "Tenant"), and LAKEWEST, INC., as agent for the beneficiary of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated April 18, 1957, and known as Trust Number 12599 (the "Landlord").

R E C I T A L S

1. Tenant has entered into a certain lease ("Lease") dated November 17, 1989 and First Amendment dated January 4, 1990, the lessor's interest in which lease is held by or has been assigned to the Landlord, covering premises ("Demised Premises") located in a certain building known as The Belden, located at 2301 North Clark Street, Chicago, Illinois.

2. Lender has made a loan to the Landlord, which loan is secured by among other things (a) a Mortgage, Security Agreement and Financing Statement (the "Mortgage") dated as of December 1, 1993, and recorded December 27, 1993 as Document No. 03 067 454, of real property (the "Real Estate") described on Exhibit A attached hereto which includes the Demised Premises and (b) an Assignment of Rents and Assignment of Lessor's Interest in Leases (collectively the "Assignment") each dated as of December 1, 1993, and recorded December 28, 1993 as Document Nos. 03 067 454 and 03 067 455.

L-7

For mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Tenant agrees that the Lease is and shall be subject and subordinate to the Mortgage and to the Assignment and to all renewals, amendments, modifications, consolidations, replacements and extensions thereof, to the full extent of all amounts secured thereby, said subordination to have the same force and effect as if the Mortgage, the Assignment, and such renewals, modifications, consolidations, replacements and extensions thereof had been executed, acknowledged, delivered and recorded prior to the Lease, any amendments or modifications thereof and any notice thereof.

2. Lender agrees that, in the event of an entry by Lender pursuant to the Mortgage, a foreclosure of the Mortgage, or the exercise by Lender of any of its rights under the Mortgage or Assignment, Lender shall not disturb Tenant's right of possession of the Demised Premises under the terms of the Lease so long as Tenant is not in default beyond any applicable grace period of any term, covenant or condition of the Lease.

3. Tenant agrees that, in the event of a foreclosure of the Mortgage by Lender, the acceptance of a deed in lieu of foreclosure by Lender, or Lender's exercise of any of its rights under the Mortgage or Assignment, Tenant will attorn to and recognize Lender as its landlord under the Lease for the remainder of the term of the Lease (including all extension periods which have been or are hereafter exercised) upon the same terms and conditions as are set forth in the Lease, and Tenant hereby agrees to pay and perform all of the obligations of Tenant pursuant to the Lease.

4. Tenant agrees that, in the event Lender succeeds to the interest of Landlord under the Lease:

(a) Lender shall not be liable for any act or omission of any prior landlord, (including Landlord); and

(b) Lender shall not be liable for the return of any security deposit, unless such sums have actually been received by Lender as cash security for Tenant's performance of the Lease; and

(c) Lender shall not be bound by any rent or additional rent which Tenant might have prepaid for more than the current month under the Lease; and

(d) Lender shall not be bound by any amendments or modifications or termination of the Lease made without the consent of Lender; and

(e) Lender shall not be subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord).

5. Tenant agrees that, notwithstanding any provision hereof to the contrary, the terms of the Mortgage shall continue to govern with respect to the disposition of any insurance proceeds or eminent domain awards, and any obligations of Landlord to restore the Real Estate of which the Demised Premises are a part shall insofar as they apply to Lender be limited to insurance proceeds or eminent domain awards received by Lender after the deduction of all costs and expenses incurred in obtaining such proceeds or awards.

6. Tenant agrees to give Lender a copy of any notice of default under the Lease served upon Landlord at the same time as such notice is given to Landlord. Tenant further agrees that if Landlord shall have failed to cure such default within the applicable grace period, if any, provided in the Lease, then Lender shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within such thirty (30) day period, Lender has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings, if necessary to effect such cure), in which event the lease shall not be terminated while such remedies are being diligently pursued.

7. Any notice to be delivered hereunder shall be in writing and shall be sent registered or certified mail, return receipt requested, addressed to Lender or Tenant, as the case may be, at the respective addresses set forth below or such other address(es) as they may hereafter specify by written notice delivered in accordance herewith.

If to Tenant:                   Cleaning Club Cleaners  
2121 N. Clybourn  
Chicago, IL 60614

If to Lender:                   John Hancock Mutual Life Insurance Company  
John Hancock Place  
P.O. Box 111  
Boston, Massachusetts 02117  
Attn: Mortgage Investment Department (T-53)

With a copy to:               Cohen Financial Corporation  
Two North LaSalle Street  
Suite 1400  
Chicago, Illinois 60602

8. The term "Lender" as used herein includes any successor or assign of the named Lender herein, including without limitation, any purchaser at a foreclosure sale, and any successor or assign thereof, and the term "Tenant" as used herein includes any successor and assign of the named Tenant herein.

9. Landlord hereby authorizes Tenant to rely on any written notice of demand received from Lender to make rent and other payments to which Landlord may be entitled to Lender instead of Landlord whenever so demanded by Lender under the Assignment.

# UNOFFICIAL COPY

98431055

10. Tenant agrees from time to time upon request by Lender, to provide Lender with an estoppel certificate certifying that except as described therein, there are no defaults, claims, offsets or events or circumstances which, with the passage of time or giving of notice, or both, could become a default or a basis for a claim or offset against Landlord under the Lease, and certifying other matters concerning the Lease and the parties thereto as Lender may reasonably request.

11. Tenant agrees that in the event Lender shall succeed to the rights of Landlord under the Lease, Tenant shall look solely to Lender's interest in the Real Estate of which the Demised Premises is a part in the enforcement of any claims against Lender.

Witness the execution hereof under seal this 5<sup>th</sup> day of November, 1993.

LENDER:

TENANT:

JOHN HANCOCK MUTUAL LIFE  
INSURANCE COMPANY

\_\_\_\_\_  
Lachee Byun

By \_\_\_\_\_

Its \_\_\_\_\_

Barry S. Neotow

Mortgage Investment Officer

\_\_\_\_\_  
Chong Hui Sun

LANDLORD:

LAKWEST, INC.,  
Agent as aforesaid

\_\_\_\_\_  
Wung J. Sun

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION OF THE PROJECT

PARCEL 1:

LOT 1 IN FOSTER SUBDIVISION OF THAT PART OF BLOCK 3 LYING SOUTH OF THE EAST AND WEST CENTER LINE OF BLOCKS 2 AND 3 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 8 (EXCEPT THE EAST 126 FEET THEREOF) IN BLOCK 2 IN PETERBORO TERRACE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCK 2 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

AN EXCLUSIVE PERPETUAL EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY AMENDED AND RESTATED EASEMENT AGREEMENT DATED NOVEMBER 14, 1989 AND RECORDED ON NOVEMBER 15, 1989, AS DOCUMENT NO. 89-544441 AND RE-RECORDED NOVEMBER 27, 1989 AS DOCUMENT NO. 89-563481 FOR:

(i) PURPOSES OF ALLOWING EMPLOYEES, ENGINEERS, ARCHITECTS, CONTRACTORS AND OTHER AGENTS OF THE OWNER OF PARCELS 1 AND 2 TO CONSTRUCT A SHOPPING CENTER ON PARCELS 1 AND 2 AND FOR ANY REPAIRS THERETO OR REPLACEMENTS THEREOF,

(ii) DRIVEWAY AND DELIVERY PURPOSES,

(iii) PURPOSES OF VEHICULAR AND PEDESTRIAN INGRESS TO AND EGRESS FROM PARCELS 1 AND 2 FROM AND TO BELDEN AVENUE,

(iv) PARKING PURPOSES FOR AUTOMOBILES, TRUCKS AND OTHER VEHICLES IN SUCH LOCATIONS THEREON AS THE OWNER OF PARCELS 1 AND 2 MAY SELECT,

(v) GARBAGE REMOVAL, AND

(v) FOR OTHER USES CONSISTENT WITH THE FOREGOING PURPOSES.

OVER, UPON, ACROSS AND ABOVE (BUT NOT SUBSURFACE EXCEPT AS OTHERWISE PROVIDED IN SAID EASEMENT) THE FOLLOWING DESCRIBED LAND:

THE WEST 45.0 FEET OF THE EAST 126.0 FEET OF LOT 8 IN BLOCK 2 IN PETERBORO TERRACE ADDITION TO CHICAGO BEING A SUBDIVISION OF PART OF BLOCK 2 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

NON-EXCLUSIVE, PERPETUAL, SUBSURFACE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY AMENDED AND RESTATED EASEMENT AGREEMENT DATED NOVEMBER 14, 1989 AND RECORDED NOVEMBER 15, 1989 AS DOCUMENT NO. 89-544441 AND RE-RECORDED NOVEMBER 27, 1989 AS DOCUMENT NO. 89-563481 FOR AN UNDERGROUND DRIVEWAY EASEMENT FOR VEHICULAR INGRESS TO AND EGRESS FROM UNDERGROUND PARKING GARAGE TO



# UNOFFICIAL COPY 98431055

BE CONSTRUCTED ON PARCELS 1 AND 2 FROM AND TO COMMONWEALTH AVENUE OVER, UPON AND ACROSS THE PORTION OF THE UNDERGROUND GARAGE LOCATED DIRECTLY BENEATH THE FOLLOWING DESCRIBED LAND:

THE SOUTH 19.92 FEET OF THE NORTH 21.0 FEET OF THE EAST 99.0 FEET OF LOT 8 IN BLOCK 2 IN PETERBORO TERRACE ADDITION TO CHICAGO BEING A SUBDIVISION OF PART OF BLOCK 2 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE WEST 20.0 FEET OF THE EAST 99.0 FEET OF THE NORTH 76.0 FEET OF LOT 8 IN BLOCK 2 IN PETERBORO TERRACE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCK 2 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE SOUTH 18.75 FEET OF THE NORTH 79.78 FEET OF THE WEST 40.0 FEET OF THE EAST 119.0 FEET OF LOT 8 IN BLOCK 2 IN PETERBORO TERRACE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCK 2 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 5:

AN EXCLUSIVE, PERPETUAL SUBSURFACE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY AMENDED AND RESTATED EASEMENT AGREEMENT DATED NOVEMBER 14, 1989 AND RECORDED ON NOVEMBER 15, 1989 AS DOCUMENT NO. 89-544441 AND RE-RECORDED NOVEMBER 27, 1989 AS DOCUMENT NO. 89-563481 FOR CONSTRUCTION, REPAIR, REPLACEMENT, USE AND MAINTENANCE OF THE UNDERGROUND GARAGE (THAT WILL SERVICE THE SHOPPING CENTER TO BE CONSTRUCTED ON PARCELS 1 AND 2) BENEATH THE FOLLOWING DESCRIBED LAND:

THE WEST 7.0 FEET OF THE EAST 120.0 FEET OF LOT 8 IN BLOCK 2 IN PETERBORO TERRACE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCK 2 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE SOUTH 15.0 FEET OF THE NORTH 76.0 FEET OF THE WEST 2.0 FEET OF THE EAST 120.50 FEET OF LOT 8 IN BLOCK 2 IN PETERBORO TERRACE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCK 2 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: NORTHEAST CORNER OF BELDEN AND CLARK STREETS IN CHICAGO, ILLINOIS

PIN (PARCELS 1 AND 2): 14-33-106-013  
14-33-200-011

# UNOFFICIAL COPY

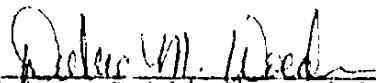
LENDER'S ACKNOWLEDGEMENT

98431055

COMMONWEALTH OF MASSACHUSETTS )  
                                                  ) SS.  
COUNTY OF SUFFOLK )

On this 11th day of December, 1993, before me, the undersigned, a Notary Public in and for the said Commonwealth, residing therein, duly commissioned and sworn, personally appeared Barry S. Neeton to me personally known, who by me duly sworn, did say that he is a Mortgage Investment Officer of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said county the day and year in this certificate first above written.



Notary Public in and for said Commonwealth

My Commission Expires \_\_\_\_\_, 19\_\_\_

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

TENANT'S ACKNOWLEDGEMENT

98431055

STATE OF IL )  
COUNTY OF COOK ) SS.

I, Alan D. Lev, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Cherry Ann Sorenson and Gregory J. Sorenson, the \_\_\_\_\_ of \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and said voluntary act of said \_\_\_\_\_, for said uses and purposes.

Nov. 1973 GIVEN under my hand and notarial seal this 30th day of \_\_\_\_\_, 1973.

Alan D. Lev  
Notary Public

My Commission Expires:

OFFICIAL SEAL  
ALAN D. LEV  
Notary Public  
My Commission Expires

OFFICIAL SEAL  
Notary Public  
My Commission Expires 12, 1994

# UNOFFICIAL COPY

98431055

## LANDLORD'S ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

ALAN  
D. LEU

I, CAROLE GRANT, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT ~~David W. Rutt~~ <sup>YKE</sup> ~~abers~~, the President of LAKEWEST, Inc., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and said voluntary act of said corporation, for said uses and purposes.

GIVEN under my hand and notarial seal this 24 day of DECEMBER, 73.

*Carole Grant*

Notary Public

My Commission Expires Feb 28, 1974

CAROLE GRANT  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 2/28/74

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXHIBIT A

## Legal Description

98431055

### PARCEL 1:

LOT 1 IN FOSTER SUBDIVISION OF THAT PART OF BLOCK 3 LYING SOUTH OF THE EAST AND WEST CENTER LINE OF BLOCKS 2 AND 3 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,

IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOT 8 EXCEPT THE EAST 126 FEET THEREOF) IN BLOCK 2 IN PETERBORO TERRACE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCK 2 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

AN EXCLUSIVE PERPETUAL EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY AMENDED AND RESTATED EASEMENT AGREEMENT DATED NOVEMBER 14, 1989 AND RECORDED NOVEMBER 15, 1989 AS DOCUMENT 89544441 AND RE-RECORDED NOVEMBER 27, 1989 AS DOCUMENT NUMBER 89561481 AND SUPPLEMENT TO AMENDED AND RESTATED EASEMENT AGREEMENT RECORDED NOVEMBER 22, 1991 AS DOCUMENT NUMBER 91616961 FOR:

- (i) PURPOSES OF ALLOWING EMPLOYEES ENGINEERS, ARCHITECTS, CONTRACTORS AND OTHER AGENTS OF THE OWNER OF THE LAND TO CONSTRUCT A SHOPPING CENTER ON THE LAND AND FOR ANY REPAIRS THERETO OR REPLACEMENTS THEREOF,

(ii) DRIVEWAY AND DELIVERY PURPOSES.

(iii) PURPOSES OF VEHICULAR AND PEDESTRIAN INGRESS TO AND EGRESS FROM THE LAND FROM AND TO BELDEN AVENUE.

(iv) PARKING PURPOSES FOR AUTOMOBILES, TRUCKS AND OTHER VEHICLES IN SUCH LOCATIONS THEREON AS THE OWNER OF THE LAND MAY SELECT, AND

(v) GARBAGE REMOVAL AND

(vi) FOR OTHR USES CONSISTENT WITH THE FOREGOING AND FOR NO OTHER PURPOSE;

OVER, UPON, ACROSS AND ABOVE (BUT NOT SUBSURFACE EXCEPT AS OTHERWISE PROVIDED IN SAID EASEMENT) THE FOLLOWING DESCRIBED LAND: THE WEST 45.0 FEET OF THE EAST 126.0 FEET OF LOT 8 IN BLOCK 2 IN PETERBORO TERRACE ADDITION TO CHICAGO BEING A SUBDIVISION OF PART OF BLOCK 2 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 4:

NON-EXCLUSIVE, PERPETUAL, SUBSURFACE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY AMENDED AND RESTATED EASEMENT AGREEMENT DATED NOVEMBER 14, 1989 AND RECORDED NOVEMBER 15, 1989 AS DOCUMENT NUMBER 89544441 AND RE-RECORDED NOVEMBER 27, 1989 AS DOCUMENT NUMBER 89561481 AND SUPPLEMENT TO AMENDED AND RESTATED EASEMENT AGREEMENT RECORDED NOVEMBER 22, 1991 AS DOCUMENT NUMBER 91616961 FOR AN UNDERGROUND DRIVEWAY EASEMENT FOR VEHICULAR INGRESS TO AND EGRESS FROM UNDERGROUND PARKING GARAGE TO BE CONSTRUCTED ON PARCELS 1 AND 2 FROM AND TO COMMONWEALTH AVENUE OVER, UPON AND ACROSS THE PORTION OF THE UNDERGROUND GARAGE DIRECTLY BENEATH THE FOLLOWING DESCRIBED LAND:

THE SOUTH 19.92 FEET OF THE NORTH 21.0 FEET OF THE EAST 99.0 FEET OF LOT 8 IN

# UNOFFICIAL COPY

98431055

BLOCK 2 IN PETERBORO TERRACE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCK 2 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE WEST 20.0 FEET OF THE EAST 99.0 FEET OF THE NORTH 76.0 FEET OF LOT 8 IN BLOCK 2 IN PETERBORO TERRACE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCK 2 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE SOUTH 19.75 FEET OF THE NORTH 79.78 FEET OF THE WEST 40.0 FEET OF THE EAST 119.0 FEET OF LOT 8 IN BLOCK 2 IN PETERBORO TERRACE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCK 2 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

AN EXCLUSIVE, PERPETUAL SUBSURFACE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY AMENDED AND RESTATED EASEMENT AGREEMENT DATED NOVEMBER 14, 1989 AND RECORDED NOVEMBER 15, 1989 AS DOCUMENT NUMBER 89544441 AND RE-RECORDED NOVEMBER 27, 1989 AS DOCUMENT NUMBER 89563481 AND SUPPLEMENT TO AMENDED AND RESTATED EASEMENT AGREEMENT RECORDED NOVEMBER 22, 1991 AS DOCUMENT NUMBER 91616961 FOR CONSTRUCTION REPAIR, REPLACEMENT, USE AND MAINTENANCE OF AND UNDERGROUND GARAGE TO BE LOCATED AT THE LAND BENEATH THE FOLLOWING DESCRIBED LAND:

THE WEST 7.0 FEET OF THE EAST 126.0 FEET OF LOT 8 IN BLOCK 2 IN PETERBORO TERRACE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCK 2 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE SOUTH 15.0 FEET OF THE NORTH 76.0 FEET OF THE WEST 2.0 FEET OF THE EAST 120.50 FEET OF LOT 8 IN BLOCK 2 IN PETERBORO TERRACE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCK 2 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

AN EXCLUSIVE, PERPETUAL EASEMENT OVER, UPON, ACROSS AND ABOVE (BUT NOT SUBSURFACE EXCEPT FOR THE GARAGE EASEMENT PARCEL AND ANY DOWN-RAMP TO THE SHOPPING CENTER GARAGE) THE PORTION OF THE APARTMENT BUILDING PARCEL DESCRIBED AS THE "GARAGE ENTRY EASEMENT PARCEL" BELOW FOR (I) PURPOSES OF ALLOWING EMPLOYEES, ENGINEERS, ARCHITECTS, CONTRACTORS AND OTHER AGENTS OF THE SHOPPING CENTER TRUST TO CONSTRUCT THE GARAGE ENTRY FOR THE SHOPPING CENTER AND FOR ANY REPAIRS THERETO OR REPLACEMENTS THEREOF, (II) REPAIR, REPLACEMENT, USE

# UNOFFICIAL COPY

98431055

AND MAINTENANCE OF THE GARAGE ENTRY FOR THE SHOPPING CENTER (III) PURPOSES OF VEHICULAR AND PEDESTRIAN INGRESS TO AND EGRESS FROM THE SHOPPING CENTER GARAGE FROM AND TO THE DRIVEWAY AND PARKING EASEMENT PARCEL:

## GARAGE ENTRY EASEMENT PARCEL

THE WEST 3.00 FEET OF THE EAST 126.0 FEET OF THE NORTH 27.20 FEET OF LOT 8 IN BLOCK 2 IN PETERBORO TERRACE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCK 2 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL IN COOK COUNTY, ILLINOIS.

## PARCEL 7

AN EXCLUSIVE, PERPETUAL EASEMENT OVER, UPON, ACROSS AND ABOVE (BUT NOT SUBSURFACE) THE PORTION OF THE APARTMENT BUILDING PARCEL DESCRIBED AS THE 'PARKING SIGN EASEMENT PARCEL' BELOW FOR THE REPAIR, REPLACEMENT, USE AND MAINTENANCE OF THE MONOLITH PARKING SIGN LOCATED THEREON:

## PARKING SIGN EASEMENT PARCEL

THE NORTH 3.50 FEET OF THE SOUTH 5.75 FEET OF THE WEST 1.53 FEET OF THE EAST 84.51 FEET OF LOT 8 IN BLOCK 2 IN PETERBORO TERRACE ADDITION OF CHICAGO, BEING A SUBDIVISION OF PART OF BLOCK 2 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 8:

AN EXCLUSIVE, PERPETUAL EASEMENT OVER, UPON, ACROSS AND ABOVE (BUT NOT SUBSURFACE) THE PORTION OF THE APARTMENT BUILDING PARCEL DESCRIBED AS THE 'PLANTER EASEMENT PARCEL' BELOW FOR THE REPAIR, REPLACEMENT, USE AND MAINTENANCE OF THE PLANTER LOCATED THEREON: PLANTER EASEMENT PARCEL

THE WEST 7.00 FEET OF THE EAST 126.00 FEET OF THE NORTH 12.00 FEET OF THE SOUTH 16.90 FEET OF LOT 8 IN BLOCK 2 IN PETERBORO TERRACE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCK 2 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 9:

AN EXCLUSIVE, PERPETUAL SUBSURFACE EASEMENT OVER, UPON, ACROSS AND BENEATH THE PORTION OF THE APARTMENT BUILDING PARCEL DESCRIBED AS THE 'CABLE TV EASEMENT PARCEL' BELOW FOR THE REPAIR, REPLACEMENT, USE AND MAINTENANCE OF THE CABLE TELEVISION WIRING AND CONTROL BOX, LOCATED THEREON WHICH ENTERS THE APARTMENT BUILDING FROM BELDEN AVENUE, AND SERVES BOTH THE APARTMENT BUILDING AND THE SHOPPING CENTER:

## CABLE T.V. EASEMENT PARCEL

THE NORTH 2.0 FEET OF THE SOUTH 7.0 FEET OF THE WEST 19.0 FEET OF THE EAST 76.08 FEET OF LOT 8 IN BLOCK 2 IN PETERBORO TERRACE ADDITION TO CHICAGO, BEING

# UNOFFICIAL COPY

98431055

A SUBDIVISION OF PART OF BLOCK TWO OF CANAL TRUSTEE'S SUBDIVISION OF SECTION 33 TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 10:

AN EXCLUSIVE, PERPETUAL SUBSURFACE EASEMENT OVER, UPON, ACROSS AND BENEATH THE PORTION OF THE APARTMENT BUILDING PARCEL DESCRIBED AS THE "UNDERGROUND UTILITIES, CONDUIT AND CABLE TV EASEMENT PARCEL" BELOW FOR THE REPAIR, REPLACEMENT, USE AND MAINTENANCE OF CERTAIN UNDERGROUND UTILITIES, CONDUIT AND CABLE T.V. WIRING THEREON;

UNDERGROUND UTILITIES, CONDUIT AND CABLE T.V. EASEMENT PARCEL

THE WEST 49.92 FEET OF THE EAST 126 FEET OF LOT 8 IN BLOCK 2 IN PETERBORO TERRACE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCK 2 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 11:

AN EXCLUSIVE, PERPETUAL EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY AMENDED AND RESTATED EASEMENT AGREEMENT DATED NOVEMBER 14, 1989 AND RECORDED NOVEMBER 15, 1989 AS DOCUMENT NUMBER 89544441 AND RECORDED NOVEMBER 27, 1989 AS DOCUMENT NUMBER 89563481 AND SUPPLEMENT TO AMENDED AND RESTATED EASEMENT AGREEMENT RECORDED NOVEMBER 27, 1991 AS DOCUMENT NUMBER 91616961 OVER, UPON, ACROSS AND BENEATH THE PORTION OF THE APARTMENT BUILDING PARCEL DESCRIBED AS THE "GARAGE DOOR AND CARD READER EASEMENT PARCEL" BELOW FOR THE REPAIR, REPLACEMENT, USE AND MAINTENANCE OF A GARAGE DOOR BETWEEN THE APARTMENT BUILDING GARAGE AND THE SHOPPING CENTER GARAGE AND A CARD READER SERVING SUCH DOOR LOCATION THEREON:

GARAGE DOOR AND CARD READER EASEMENT PARCEL

THE SOUTH 2.0 FEET OF THE NORTH 78.0 FEET OF THE WEST 14.0 FEET OF THE EAST 120.50 FEET OF LOT 8 IN BLOCK 2 IN PETERBORO TERRACE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCK 2 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 12:

A NON-EXCLUSIVE EASEMENT FOR THE USE FOR THEIR INTENDED PURPOSE OF ALL "FACILITIES", AS DEFINED IN THE SUPPLEMENT EXISTING AS OF OCTOBER 15, 1991 LOCATED IN THE APARTMENT BUILDING PARCEL DESCRIBED BELOW AND CONNECTED TO FACILITIES LOCATED IN THE SHOPPING CENTER PARCEL (AND ANY REPLACEMENTS THEREOF) WHICH PROVIDE THE SHOPPING CENTER PARCEL WITH ANY UTILITIES OR SERVICES OR WHICH MAY OTHERWISE BE NECESSARY TO THE OPERATION OF, USE AND ENJOYMENT OF THE SHOPPING CENTER PARCEL.

APARTMENT BUILDING PARCEL



# UNOFFICIAL COPY

98431055

THE EAST 126 FEET OF LOT 8 IN BLOCK 2 IN PETERBORO TERRACE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCK 2 IN CANAL TRUSTEES'S SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 13:

EASEMENT FOR ENCROACHMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY GRANT DATED OCTOBER 14, 1991 AND RECORDED MARCH 24, 1992 AS DOCUMENT NUMBER 92193007.

2301 NORTH CLARK STREET  
CHICAGO, ILLINOIS 60614

14-33-106-013

14-33-200-011

Property of Cook County Clerk's Office