

# UNOFFICIAL COPY

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Cook County Recorder 51.00



#7748252 (2c)

## LEASE SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

16  
CML

AGREEMENT (this "Agreement") dated as of March 24, 1999 among MORGAN GUARANTY TRUST COMPANY OF NEW YORK, New York corporation, as Trustee under Declaration of Trust dated December 9, 1960 for the Commingled Pension Trust Fund (Special Situation Investments - Real Estate) having an address at 522 Fifth Avenue, New York, New York 10036, Attention: James M. Walsh ("Trustee") in its capacities as Lessor under the Ground Lease and as Mortgagee under the Mortgage (as such terms are defined below); ROUSE-RANDHURST SHOPPING CENTER, INC., a Maryland corporation having an address at c/o The Rouse Company, 10275 Little Patuxent Parkway, Columbia, Maryland 21044, Attention: General Counsel ("Landlord"); and STEAK 'N SHAKE, INC., an Indiana corporation, having an address at 500 Century Building, 36 South Pennsylvania Street, Indianapolis, Indiana 46204, Attention: Vice President of Real Estate and General Counsel ("Tenant").

### WITNESSETH:

#### WHEREAS,

A. Reference is hereby made to the restated ground lease dated as of October 27, 1988 between Trustee, as lessor, and Landlord, as lessee, relating to the parcel or parcels of land described on Exhibit A hereto (the "Land") and the buildings, structures and other improvements now or hereafter located on the Land (the "Improvements; the Land and Improvements being collectively the "Property"), a memorandum of which was recorded on October 31, 1988 as Document No. 88501075. As used herein, the term "Ground Lease" means collectively said ground lease, said memorandum and all amendments, supplements, extensions, replacements and other modifications thereof now or hereafter in effect (including the first amendment to restated ground lease dated as of October 10, 1990, the first amendment to memorandum of restated ground lease dated as of October 10, 1990 and recorded on October 23, 1990 as Document No. 90517773, the second amendment to restated ground lease dated as of July 22, 1992, the second amendment to memorandum of restated ground lease dated as of July 22, 1990 recorded on August 25, 1992 as Document No. 92628538, the third amendment to restated ground lease dated as of August 16, 1993, the third amendment to memorandum of restated ground lease dated as of August 16, 1993 and recorded on September 21, 1993 as Document No. 93753604, the fourth amendment to restated ground lease dated as of October 3, 1994, the fourth amendment to memorandum of restated ground lease dated as of October 3, 1994 and recorded on April 18, 1996 as Document No.

BOX 333-C11

Prepared by & mail to  
Alan Katz,  
Steak 'N Shake  
500 Century Bldg.  
36 So. Pennsylvania St.  
Indianapolis, IN 46204

96293158); and the term "**Lessor**" means Trustee and its successors and assigns as owner of the Land and the lessor's interest under the Ground Lease. Unless otherwise specified, all documents described herein as being or to be "**recorded**" are recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

B. Reference is also hereby made to the mortgage and security agreement dated as of October 27, 1988 by Landlord, as mortgagor, to, Trustee, as mortgagee, recorded on October 31, 1988 in the Office of the Recorder as Document No. 88501077 and the restated assignment of leases and rents dated as of October 27, 1988 by Landlord, as assignor, to, Trustee, as assignee, recorded on October 31, 1988 in the Office of the Recorder as Document No. 88501077. As used herein, the term "**Mortgage**" means collectively said mortgage, said restated assignment and all amendments, supplements, increases (including additional indebtedness and notes secured), extensions, replacements and other modifications thereof now or hereafter in effect (including the first amendment to restated mortgage and first amendment to restated assignment of leases dated as of October 10, 1990 recorded on October 23, 1990 as Document No. 90517774, the second amendment to restated mortgage and second amendment to restated assignment of leases dated as of July 22, 1992 recorded on August 25, 1992 as Document 92628537, the third amendment to restated mortgage and third amendment to restated assignment of leases dated as of August 16, 1993 recorded on September 21, 1993 as Document 93753605 and the fourth amendment to restated mortgage and fourth amendment to restated assignment of leases dated as of October 3, 1994 recorded on April 18, 1996 as Document 96293159); and the term "**Mortgagee**" means Trustee and its successors and assigns as holder of the notes secured by, and as mortgagee under, the Mortgage.

C. Reference is hereby made to that certain lease dated as of March 8, 1999 between Landlord and Tenant relating to certain lease premises described therein which includes Tenant's building and which will contain no more than 4,000 square feet (the "**Premises**"), a memorandum of which lease is intended to be recorded in the Office of the Recorder contemporaneously with the recording of this Agreement. As used herein, the term "**Lease**" means, collectively, said lease and memorandum and all amendments, supplements, extensions, replacements and other modifications thereof; the term "**Landlord**" includes its successors and assigns as owner of the landlord's interest under the Lease, except any Successor Landlord (defined below); and the term "**Tenant**" includes its successors and assigns as owner of the tenant's interest under the Lease.

NOW, THEREFORE, in consideration of Ten Dollars paid by each party hereto to the others the receipt and sufficiency of which is hereby acknowledged by each party to the others, in consideration of the agreements hereinafter set forth, and intending to be bound hereby, the parties hereto hereby agree as follows:

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1. Each of Tenant and Landlord agrees that the Lease and all of its right, title and interest thereunder are now and at all times hereafter shall continue to be subject and subordinate to the Ground Lease and all of Lessor's right, title and interest thereunder and to the Mortgage, all advances now or hereafter made thereunder and all of Mortgagee's rights, title and interest thereunder.

2. Each of Lessor and Mortgagee hereby consents to the Lease.

3. Provided that the Lease shall be in full force and effect at the time in question and that Tenant shall not be in default beyond any applicable cure period under any provision of the Lease or this Agreement applicable to Tenant,

(i) Lessor agrees that Tenant shall not be made a party to any action, suit or proceeding which may be instituted by the Lessor to terminate the Ground Lease or evict Landlord from, or take possession of, the Property by reason of a default or event of default under the Ground Lease (unless, but only to the extent, required by law, but in such event such action, suit or proceeding shall not be deemed to be in derogation of Tenant's rights hereunder), and, subject to the provisions hereof, Tenant shall be entitled to occupy the Premises, and enjoy all of its rights under the Lease, for the full term thereof, including any extended or renewal term provided therein; and

(ii) Mortgagee agrees that Tenant shall not be made a party to any action, suit or proceeding which may be instituted by it to foreclose the Mortgage or take possession of the Property by reason of a default or event of default under the Mortgage (unless, but only to the extent, required by law, but in such event such action, suit or proceeding shall not be deemed to be in derogation of Tenant's rights hereunder), and, subject to the provisions hereof, Tenant shall be entitled to occupy the Premises, and enjoy all of its right and interest under the Lease for the full term thereof, including any extended or renewal term provided therein.

4. If Landlord's interest under the Lease shall be transferred to Lessor, Mortgagee or any other person, including a receiver (any such transferee and its successors and assigns being herein referred to as the "**Successor Landlord**") in connection with or after termination of the Ground Lease, foreclosure of the Mortgage, any action, suit or proceeding relating to such termination or foreclosure or to take possession of the Property by reason of a default under the Ground Lease or Mortgage, any receivership relating to such termination or foreclosure, or any transfer in lieu of such termination or foreclosure, then, subject to the provisions hereof, Tenant shall be bound and attorn to the Successor Landlord, and the Successor Landlord shall accept such attornment and recognize Tenant as tenant under the Lease with the same force and effect as if the Lease was originally between the Successor Landlord, as landlord, and Tenant, as tenant, upon the then-executory provisions of

the Lease as it now exists or may hereafter be amended by an amendment thereof consented to by the Lessor, Mortgagee or the Successor Landlord, as the case may be. The non-disturbance and attornment pursuant to the foregoing sentence shall be effective upon the transfer of Landlord's interest in the Lease to the Successor Landlord without any other or further document. However, Tenant shall promptly execute and deliver any document or instrument which the Successor Landlord may reasonably request to evidence such attornment which does not conflict with the provisions of this Agreement. Tenant waives the provisions of any statute or rule of law now or hereafter in effect which may give or purport to give it any right or election to terminate or otherwise adversely affect the Lease and the obligations of Tenant thereunder by reason of any termination of the Ground Lease or foreclosure of the Mortgage.

5. (a) Notwithstanding anything to the contrary in the Lease or this Agreement, Tenant agrees that Lessor, Mortgagee and the Successor Landlord:

(i) shall not be liable for any rent or other amount paid for more than thirty (30) days in advance or any deposit under the Lease, except to the extent actually received by it (Lessor, Mortgagee or the Successor Landlord);

(ii) shall not be subject to any defense, counterclaim, set off, credit or deduction that Tenant has against Landlord;

(iii) shall not be obligated to complete or pay for any improvement, alteration or other work under the Lease that Landlord agreed to complete or pay for;

(iv) shall not be obligated to make any other payment under the Lease that Landlord agreed to make;

(v) shall not be liable for any default by Landlord under or with respect to the Lease;

(vi) shall not be liable for any restoration of the Premises or the Property, except that it shall be so liable to the extent Landlord is stated to be liable under the Lease and then only to the extent such restoration can be completed with the insurance proceeds (except proceeds of business interruption or rent insurance) or condemnation proceeds (if any) actually received by it (Lessor, Mortgagee or the Successor Landlord) for such restoration, less the costs and expenses of obtaining such proceeds and less the amount of any such proceeds otherwise applied as provided in the Ground Lease or the Mortgage; and

(vii) shall not be bound by any termination, amendment, supplement, extension, replacement or other modification of the Lease, any waiver by Landlord

with respect to the Lease or any surrender of the Premises made or accepted without its (Lessor's, Mortgagee's or the Successor Landlord's), consent except any extension, renewal or (subject to Section 6 below) termination pursuant to a right or option contained in the Lease as it now exists or in an amendment thereof consented to by its (Lessor, Mortgagee or the Successor Landlord); and

(viii) shall not be personally liable under or with respect to the Lease or this Agreement beyond its (Lessor's Mortgagee's or the Successor Landlord's) interest (if any) in the Property.

(b) Any consent or receipt by the Lessor hereunder shall bind only Lessor, its successors and assigns and the Successor Landlord by reason of termination of the Ground Lease, any action, suit or proceeding relating thereto or any transfer in lieu thereof. Any consent or receipt by Mortgagee hereunder shall bind only Mortgagee, its successors and assigns and the Successor Landlord by reason of foreclosure of the Mortgage, any action suit or proceeding relating thereto or any transfer in lieu thereof. However, as long as the same person is Lessor and Mortgagee, a consent or receipt by such person in either of such capacities shall bind such person in both such capacities. Nothing herein shall require that the Mortgage and the Lessor's interest under the Ground Lease be held by the same person or persons or otherwise limit the transferability thereof.

6. Tenant agrees that, as long as the Ground Lease and/or Mortgage, as the case may be, is in effect:

(i) Tenant shall not enter into any agreement terminating, amending, supplementing, extending, replacing, or otherwise modifying the Lease without the consent of Lessor and Mortgagee.

(ii) Tenant shall not pay any rent or other amount payable under the Lease more than one month in advance, except as required under the Lease.

(iii) Tenant shall not assign this Lease or sublet any part of the Premises or permit any other person to occupy any part of the Premises, without the consent of Lessor and Mortgagee, except to the extent (and then only to the extent) that the Lease permits Tenant to sublet or assign without Landlord's consent. If the Lease requires that Landlord's consent to any subletting or assignment not be unreasonably withheld, delayed or conditioned, then Lessor and Mortgagee will not unreasonably withhold, delay or condition their consents to the same extent as Landlord may not unreasonably withhold, delay or condition its consent and subject to the same provisions as those that govern Landlord's giving or withholding such consent under the Lease.

(iv) In the event of any default by Landlord under the Lease which would give Tenant the right to terminate the Lease or adversely affect any obligation of Tenant or right of Landlord thereunder, Tenant shall not exercise such right until (A) Tenant has given written notice of such default (specifying the default(s) in reasonable detail) to Lessor and Mortgagee and (B) a reasonable period for remedying such default has elapsed after such notice, which period shall not be less than (1) the period to which Landlord would be entitled to under the Lease after similar notice or (2) 30 days, whichever is longer. If Lessor or Mortgagee shall give Tenant written notice of its (Lessor's or Mortgagee's) intention to obtain possession of the Property and thereafter remedy such default, it (Lessor or Mortgagee) shall have the right (but not the obligation) to obtain possession of the Property and thereafter to remedy such default during (aa) the time specified in clause (B) and (bb) such additional time as may be necessary to obtain possession of the Property and thereafter to remedy such default, provided that (subject to any applicable stay under applicable law) it (Lessor or Mortgagee) starts proceedings to obtain such possession within the time specified in clause (aa) and thereafter diligently continues such proceedings to conclusion and, upon obtaining possession, promptly remedies such default. During the time specified in clauses (aa) and (bb), Tenant shall not exercise any right to terminate the Lease or adversely affect the Lease or any obligation of Tenant or right of Landlord thereunder.

7. Landlord hereby advises Tenant (and Tenant acknowledges such advice) that Landlord has assigned to Mortgagee its right, title and interest in the Lease and to the rents, issues and profits of the Property, including all rents and other amounts payable under the Lease and that Landlord has been granted the license to collect such rents provided no Event of Default (as defined in the Mortgage) has occurred. Tenant agrees to pay all rents and other amounts due under the Lease directly to Lender upon receipt of written demand by Mortgagee, and Landlord hereby consents thereto and agrees that, notwithstanding anything in the Lease to the contrary, such payments of such rents and other amounts to Mortgagee shall satisfy Tenant's obligations to make such payments under the Lease. Neither the assignment of the Lease to Mortgagee, nor the collection of rents and other amounts due under the Lease by Lender pursuant to such assignment, shall not obligate Lender to perform Landlord's obligations under the Lease.

8. Landlord agrees that, if the Lease or a memorandum thereof is recorded, Landlord (i) shall promptly cause this Agreement to be recorded in each office where the Lease or such memorandum is recorded, shall pay all expenses (including taxes) in connection with such recording, and (ii) shall indemnify Lessor and Mortgagee against any such expenses (including interest and penalties in connection with such taxes).

9. Tenant agrees that this Agreement constitutes the instrument required to be delivered to it pursuant to Section 21.2(2) of the Lease and that, in the event of any conflict between the provisions of this Agreement and the provisions of the Lease, the provisions of this Agreement shall govern. Tenant represents and warrants that, except as specified in this Agreement, the Lease is unmodified and is in full force and effect, no rent or other amount payable under the Lease has been paid more than one month in advance; to the best of Tenant's knowledge there is no existing default under the Lease on the part of Landlord or Tenant; and, to the best of Tenant's knowledge Tenant has no claim, defense or set off against the rent and other amounts payable under the Lease. Tenant also represents and warrants that it is the owner of the tenant's interest under the Lease; it has the sole and unencumbered right and the power to enter into this Agreement, and this Agreement has been duly authorized, executed and delivered by it.

10. Landlord agrees that this Agreement constitutes the instrument required to be delivered pursuant to Section 21.2(2) of the Lease and that, in the event of any conflict between the provisions of this Agreement and the provisions of the Lease, the provisions of this Agreement shall govern. Landlord represents and warrants that it is the owner of the Landlord's interest under the Lease; except for the consent of Lessor and Mortgagee as required under, respectively, the Ground Lease and the Mortgage which consent is hereby granted by Lessor and Mortgagee, it has the sole and unencumbered right and the power to enter into this Agreement; and this Agreement has been duly authorized, executed and delivered by it.

11. Trustee represents and warrants that it has the right and the power to enter into this Agreement in its capacities as Lessor and Mortgagee; and this Agreement has been duly authorized, executed and delivered by it in such capacities.

12. Any notice or other communication given under this Agreement shall be in writing and shall be given by personal delivery or by registered or certified mail, return receipt requested, postage prepaid, addressed to the relevant party at its address set forth above. As long as the same person is Lessor and Mortgagee, a single notice or communication delivered or mailed to such person, or by such person as the case may be, shall be sufficient notice to or by such person in each of such capacities. If any party consists of more than one person, then notice to any one of such persons shall be deemed notice to such party. Any party hereto may change its address by notice to the other parties.

13. In this Agreement, unless otherwise specified, singular words include the plural and plural words include the singular; words imparting any gender include the other genders; the word "**person**" means an individual, corporation, partnership, association, trust or other entity or organization, including a government or political subdivision, agency or instrumentality thereof; the word "**successors**", when it refers

to an individual, includes without limitation the heirs, devisees, legatees, executors, administrators and personal representatives of such individual; the word “**consent**” means the prior written consent of the party holding the right to consent, which consent may be granted or withheld in such party’s subjective discretion; the words “**include**”, “**including**” and similar words are deemed to be followed by the words “**without limitation**”; the words “**hereto**”, “**herein**”, “**hereof**”, “**hereunder**” and similar words refer to this Agreement in its entirety; and references to Sections are to the Sections of this Agreement.

14. This Agreement shall not be modified, waived or terminated except by an agreement in writing executed by the party against whom enforcement of such modification, waiver or termination is sought.

15. This Agreement and the covenants herein shall be deemed to be covenants running with the land and shall be binding upon Lessor, Mortgagee, Landlord and Tenant, their respective successors and assigns and inure to the benefit of Lessor, Mortgagee, Landlord, their respective successors and assigns and the permitted successors and assigns of Tenant, in each case in their respective capacities set forth above, including (a) as a successor to the Lessor, a Successor Landlord by reason of termination of the Ground Lease; (b) as a successor to Mortgagee, a Successor Landlord by reason of the foreclosure of the Mortgage; (c) as a successor to Landlord, any transferee of Landlord’s interest under the Lease, except any Successor Landlord; and (d) as a successor to Tenant, any assignee, subtenant or other person holding by, through or under Tenant as being bound hereby and any permitted successor or assign as having the benefit hereof; and all references herein to the “**Lessor**”, “**Mortgagee**”, “**Landlord**” and “**Tenant**” shall include such respective successors and assigns of such parties. If any party consists of more than one person, all of such persons shall be jointly and severally liable for the obligations of such party hereunder.

16. This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.

17. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when Trustee shall have received counterparts hereof signed by all of the parties hereto.



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IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

## LESSOR and MORTGAGEE:

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK, as Trustee under  
Declaration of Trust dated  
December 9, 1960 for the  
Commingled Pension Trust Fund  
(Special Situation Investments - Real Estate)

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

*Sheryl M. Croslund*  
Name: *Sheryl M. Croslund*  
Title: *Vice President*

## LANDLORD:

ROUSE-RANDHURST SHOPPING  
CENTER, INC.

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

Name:  
Title:

## TENANT:

STEAK 'N SHAKE, INC.

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

Name:  
Title:

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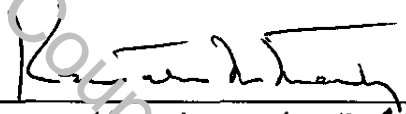
By: \_\_\_\_\_

Name:

Title:

## LANDLORD:

ROUSE-RANDHURST SHOPPING  
CENTER, INC.

By: 

Name: **KENNETH M. MARTY**

Title: **VICE PRESIDENT**

## TENANT:

STEAK 'N SHAKE, INC.

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

Name:

Title:

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(Special Situation Investments - Real Estate)

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

Name:

Title:

## LANDLORD:

ROUSE-RANDHURST SHOPPING  
CENTER, INC.

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

Name:

Title:

## TENANT:

STEAK 'N SHAKE, INC.

By: James E. Richmond

Name: JAMES E RICHMOND

Title: VICE PRESIDENT

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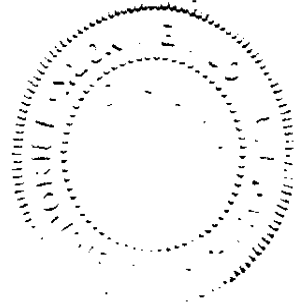
STATE OF NEW YORK            )  
  : ss.:  
COUNTY OF NEW YORK        )

I, MARIE SIGNORILE, a Notary Public in and for said County in the State aforesaid, do hereby certify that STERYL M. CROSLAND, personally known to me to be a Vice-President of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York corporation, said person being the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as Vice-President of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as a free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial Seal this 27 day of March, 1999.

Marie A. Signorile  
Notary Public

**MARIE A. SIGNORILE**  
Notary Public, State of New York  
No. 31-4926179  
Qualified in New York County  
Commission Expires April 4, 2000



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STATE OF MARYLAND )

: ss.:

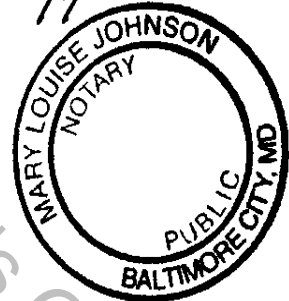
COUNTY OF HOWARD )

I, Mary Louise Johnson, a Notary Public in and for said County in the State aforesaid, do hereby certify that Kenneth M. Martz, personally known to me to be a Vice-President of ROUSE-RANDHURST SHOPPING CENTER, INC., a Maryland corporation, said person being the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as Vice-President of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as a free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial Seal this 17th day of March, 1999.

Mary Louise Johnson  
Notary Public

My Commission Expires: 5/1/2001



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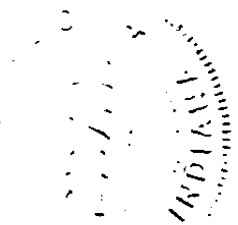
STATE OF INDIANA    )  
                                  : ss.:  
COUNTY OF MARION    )

I, Michelle L. Mayfield, a Notary Public in and for said County in the State aforesaid, do hereby certify that James E. Richmond, personally known to me to be a Vice President of STEAK 'N SHAKE, INC., an Indiana corporation, said person being the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as Vice President of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as a free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial Seal this 17 day of March, 1999.

My commission expires  
October 26, 2001

Michelle L. Mayfield  
Notary Public



## EXHIBIT A

## Description of the Land

Lots One and Two in Randhurst Center Resubdivision - No. 1, being a resubdivision of Lot One in Randhurst Center, being a subdivision of part of the Southeast 1/4 of Section 27, Township 42 North, Range 11 East of the 3rd Principal Meridian, Cook County, Illinois, according to the Plat of said Randhurst Center Resubdivision - No. 1, recorded in the Office of the Recorder of Deeds of Cook County Illinois as Document No. 87408581 and registered in the Office of the Registrar of Titles of said County as Document No. 3637429.

LESS AND EXCEPTING from said Lot One that part of the West 1/2 of the South East 1/4 of Section 27, Township 42 North, Range 11, East of the Third Principal Meridian, (except that part thereof falling in a 100 foot strip conveyed to the County of Cook by Deed recorded May 6, 1941 as Document 12674702 and filed May 5, 1941 as Document No. 895623) described as following: Beginning at the South West corner of the South East 1/4 of said Section 27; thence on an assumed bearing of North 00 degrees 00 minutes 33 seconds East along the West line of said South East 1/4 259.99 feet; thence South 89 degrees 59 minutes 27 seconds East 50.00 feet to the Easterly right of way line of Elmhurst Road as dedicated per Plat recorded September 24, 1928 as Document 10155704 in said County; thence South 34 degrees 48 minutes 52 seconds East 99.75 feet; thence South 45 degrees 31 minutes 35 seconds East 168.13 feet; thence South 67 degrees 48 minutes 12 seconds East 74.96 feet to the Northerly right of way line of Kensington Road (Foundry Road); thence South 00 degrees 10 minutes 27 seconds West 32.88 feet to the South line of the South East 1/4 of said Section 27; thence North 89 degrees 49 minutes 33 seconds West along said South line 296.28 feet to the Point of Beginning).

TOGETHER WITH that certain parcel of land situated in the County of Cook in the State of Illinois described as follows to wit:

The North Seventy (70) Feet of the West Seventy (70) Feet of the South One Hundred Twenty (120) Feet of the East Half (1/2) of the South East Quarter (1/4) of Section 27, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

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TOGETHER WITH AND SUBJECT TO that certain Declaration of Reciprocal Easements dated as of July 21, 1987 by LaSalle National Bank, as Trustee under Trust Agreement dated May 5, 1981 and known as Trust No. 103910, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 87408582 and registered in the Office of the Registrar of Titles of said County as Document No. 3637430.

PIN: 03-27-401-077

Common Street Address: Rand Road and  
Elmhurst Road  
Mt. Prospect, Illinois

Property of Cook County Clerk's Office