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That part of the East Half (1/2) of the Southeast Quarter (1/4) of Section 7, Township 37 North, Range 13, East of the Third Principal Meridian, lying Northerly of the Southwest Highway described as follows: Beginning at a point on the East Line of said Southeast Quarter (1/4), a distance of 318 feet North of the intersection of said line with the Northerly line of the Southwest Highway; thence South along said East Line, a distance of 39.64 feet to its intersection with a line drawn parallel and 199.25 feet Northwesterly and at right angles to the said Northerly line of the Southwest Highway; thence Southwesterly along said parallel line, a distance of 360.76 feet; thence Southeasterly at right angles to said parallel line, a distance of 199.25 feet to its intersection with the said Northerly line of the Southwest Highway; thence Southwesterly along said Northerly line a distance of 434.85 feet to the intersection of said Northerly line with a line drawn 40 feet Northerly of, at right angles to and parallel with the original Northerly line of the Right-of-Way of the Chicago and Calumet Terminal Railway Company; thence Northwesterly along said parallel line, a distance of 251.39 feet; thence Northeasterly on a line parallel with and 245.25 feet Northerly of and at right angles to the aforesaid Northerly line of the Southwest Highway, a distance of 100 feet; thence Northwesterly on a straight line a distance of 328.07 feet to a point which is 345.25 feet Northwesterly of, measured at right angles to, the Northerly line of said Southwest Highway, said straight line when extended Northwesterly, a distance of 183.60 feet intersects the Northerly property line of the Baltimore and Ohio Chicago Terminal Railroad Company at a point, which when measured along said Northerly property line of the railroad, is 480 feet Northwesterly of the intersection of the Northerly property line of the aforesaid certain industrial parcel and the said Northerly property line of the railroad; thence Northeasterly on a line forming an angle of 66 degrees 07 minutes 30 seconds with the last described line, and said line being 345.25 feet Northwesterly of, measured at right angles to, and parallel with the Northerly line of the aforesaid Southwest Highway, a distance of 36.78 feet, more or less, to the point of intersection of the East line of the West 320.0 feet of the East Half (1/2) of the Southeast Quarter (1/4) of said Section 7; thence North along said East line to the point of intersection of the South line of the North 170.0 feet of the East Half (1/2) of said Southeast Quarter (1/4); thence East along said South line to the point of intersection with the East line of said Southeast Quarter (1/4) of Section 7; thence South along said East line to the point of beginning excepting from the above described tract that part lying within Ready Industrial Park Subdivision, registered in the Office of the Registrar of Titles on March 7, 1979, as Document Number 3079440

CFC 1454469

LOCAL DESCRIPTION: A PART OF THE EAST 1/2 OF THE 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PART DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHEAST 1/4, 170 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4, THENCE S 00° 02' W, A DISTANCE OF 404 FEET, ALONG SAID EAST LINE OF THE SOUTHEAST 1/4 TO A POINT; THENCE N 90° 00' W, A DISTANCE OF 419.44 FEET ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4 TO A POINT; THENCE S 35° 19' 20" W, A DISTANCE OF 199.85 FEET, ALONG A LINE TO A POINT; THENCE S 53° 10' 19" W, A DISTANCE OF 243.79 FEET TO A POINT; THENCE N 12° 38' 3" W, A DISTANCE OF 10.48 FEET ALONG A LINE TO A POINT; THENCE N 90° 00' W, ALONG A LINE PARALLEL WITH SAID NORTH LINE OF SOUTHEAST 1/4, A DISTANCE OF 274 FEET TO A POINT; THENCE N 00° 06' E, A DISTANCE OF 51.00 FEET ALONG A LINE 350 FEET EAST OF MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHEAST 1/4 TO A POINT; THENCE N 90° 00' E, A DISTANCE OF 980.00 FEET ALONG A LINE 113 FEET SOUTH OF MEASURED PARALLEL WITH THE EAST LINE OF SAID SECTION 7, AND PARALLEL WITH SAID NORTH LINE OF THE SOUTHEAST 1/4 TO THE PLACE OF BEGINNING.

DATE: (month) (day) (year) Month

New land for 1454469 1454469 3745815

PARCEL 1:- That part of the East Half (1/2) of the Southeast Quarter (1/4) of Section 7, Township 37 North, Range 13, East of the Third Principal Meridian, bounded and described as follows: Beginning at the intersection of the West line of Ridgeland Avenue, with the North line of said Southeast Quarter (1/4) and running thence South along said West line of Ridgeland Avenue, 140 feet; thence West parallel with the North line of said Southeast Quarter (1/4) to a point 280 feet West of the East line of said Southeast Quarter (1/4) for a place of beginning; thence continuing West on said parallel line 100 feet; thence North parallel with the East line of said Southeast Quarter (1/4) to a point on said North line of said Southeast Quarter (1/4) 280 feet West of the East line of said Southeast Quarter (1/4); thence East along said North line of said Southeast Quarter (1/4) 100 feet; thence South parallel with the East line of said Southeast Quarter (1/4) to the place of beginning (excepting from said tract of land the North 33 feet thereof).

ALSO

PARCEL 2:- That part of the East Half (1/2) of the Southeast Quarter (1/4) of Section 7, Township 37 North, Range 13, East of the Third Principal Meridian, bounded and described as follows: Beginning at the intersection of the West line of Ridgeland Avenue with the North line of said Southeast Quarter (1/4) and running thence South along said West line of Ridgeland Avenue 140 feet; thence West parallel with the North line of said Southeast Quarter (1/4) to a point 280 feet West of the East line of said Southeast Quarter (1/4); thence North to a point on the North line of said Southeast Quarter (1/4) said point being 280 feet West of the East line of said Southeast Quarter (1/4); thence East along said North line of said Southeast Quarter (1/4) to the place of beginning (excepting from said Tract of land the North 33 feet thereof) and excepting that part thereof taken for highways, as shown in Deed Document Number 3202779.

1454471

A Triangular Parcel of Property in the East Half (1/2) of the Southeast Quarter (1/4) of Section 7, Township 37 North, Range 13, described as follows: Beginning at a point in the Northerly line of Baltimore and Ohio Chicago Terminal Railroad Company, 251.39 feet Northwesterly from the intersection of said property line with the Northerly line of Southwest Highway, thence Northwestwardly along said Railroad property line 480 feet to a point; thence Southeastwardly in a straight line to a point in the Northerly line of a certain parcel of industrial property, said parcel being 245.25 feet in width by rectangular measurement from the said Northerly line of said Southwest Highway; said point being 100 feet Northeast along said property line from the said Northerly property line of Railroad; thence Southwestwardly along said property line to a point of beginning.

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Property of Cook County Clerk's Office

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24-07-401-011, 019, 020, 02, 028, 414, 053

Commons of Chicago
Chicago Ridge, Ill. 99th & Ridgeland

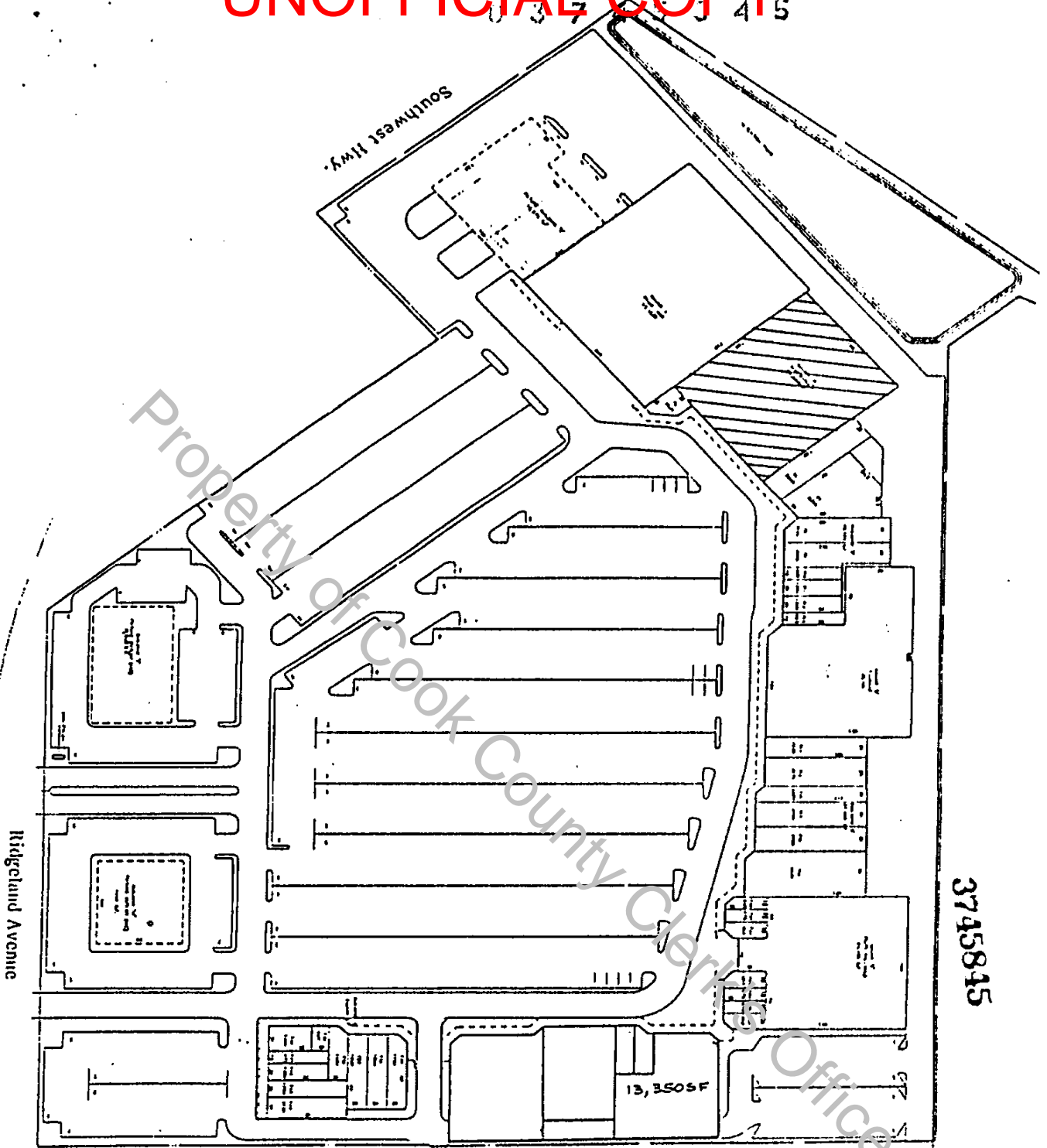
65HP5H1

The West 350 feet of the East 750 feet (1/4) of the North 107 feet of the North 140 feet of the East Half (1/2) of the Southeast Quarter (1/4) of Section 7, Township 37 North, Range 13, East of the Third Principal Meridian.

That part of the East Half (1/2) of the South East Quarter (1/4) of Section 7, Township 37 North, Range 13, East of the Third Principal Meridian, described as follows: Beginning at a point in the East line of the South East Quarter (1/4) of Section 7, 140 feet South of the North East Corner of said South East Quarter (1/4) of said Section 7, thence West on the West line of the East Half (1/2) of the South East Quarter (1/4) of said Section 7, a distance of 1350.75 feet to the West line of the East Half (1/2) of the South East Quarter (1/4) of said Section 7, thence South along said West line of East Half (1/2) of the South East Quarter (1/4) of said Section 7, a distance of 755.5 feet to the intersection with the Northern property line of the Baltimore and Ohio Chicago Terminal Railroad Company, thence Northeast along said Northern property line of the Baltimore and Ohio Chicago Terminal Railroad Company, a distance of 140.41 feet to a point of intersection of the said Northern property line of the Railroad with the Northern property line of industrial property, said parcel being 252.25 feet in width by rectangular measurement from the Northern line of the South West Highway, thence South easterly a distance of 183.60 feet along a straight line which when extended southeasterly intersects the Northern line of the said industrial parcel at a point 100 feet Northeasterly as measured along said Northern property line from the Northern property line of the Baltimore and Ohio Chicago Terminal Railroad Company, thence Northeasterly on a line forming an angle of 11.3 degrees 32 minutes 30 seconds with the last described line, a distance of 96.38 feet to the intersection with a line 350 feet East of, measured at right angles to, and parallel with the West line of the East Half (1/2) of the South East Quarter (1/4) of said Section 7, thence North parallel with the said West line of the East Half (1/2) of the South East Quarter (1/4) of said Section 7, a distance of 830.04 feet to the intersection with a line 170 feet South of, measured parallel with the East line of said Section 7, and parallel with the North line of the South East Quarter (1/4) of said Section 7, thence East parallel with the North line of said Section 7, a distance of 30 feet, to the point of beginning, except therefrom the East 30.0 feet of the South 30.0 feet of the North 170.0 feet of the East Half (1/2) of the South East Quarter (1/4) of Section 7, Township 37 North, Range 13, East of the Third Principal Meridian, all being part of the tract of land described in Document Number 1744167, Except therefrom the part thereof lying West of a line 350 feet East of, measured at right angles to and parallel with the West line of the East Half (1/2) of the South East Quarter (1/4) of said Section 7.

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LEASE LINE STANDARDS

Dimensions of the Premises are determined in the following manner:

1. Between tenants: to the centerline of common or party walls.
2. To the exterior face of all other walls.
3. To the lease line where there is no wall.

This exhibit is not a representation as to the size or location of any other tenant or occupant or the location of any service corridor or column. Store fronts on the Mall may be irregular. The Lease Plan only depicts the approximate lease line of the Premises.

7/8/88
pk

OK
PK

SUBORDINATION, ATTORNTMENT AND NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION, ATTORNTMENT AND NON-DISTURBANCE AGREEMENT (hereinafter referred to as the "Agreement") is made as of the 28th day of July, 1988, by and among JOHN M. HART, Trustee under Declaration of Trust dated July 13, 1988, and known as the Hart Advisers I Trust (hereinafter referred to as "Mortgagee"), LASALLE NATIONAL BANK, as Trustee under a Trust Agreement dated June 26, 1984, and known as Trust No. 108573 (hereinafter referred to as "Landlord"), and MARSHALLS OF CHICAGO RIDGE, IL., INC., an Illinois corporation (hereinafter referred to as "Tenant");

WITNESSETH:

WHEREAS, Mortgagee has agreed to make a loan in the principal amount of Twenty-One Million Dollars (\$21,000,000.00) (hereinafter referred to as the "Loan") to Landlord, which Loan is secured by that certain Mortgage and Security Agreement, made by Landlord to Mortgagee and filed with the Registrar of Titles of Cook County, Illinois, (hereinafter referred to as the "Mortgage") incumbering the real estate legally described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Premises"), and other Loan Documents (as defined in the Mortgage), and evidenced by that certain Secured Promissory Note made by Landlord to Mortgagee in the principal amount of Twenty-One Million Dollars (\$21,000,000.00) (hereinafter referred to as the "Note"); and

WHEREAS, by Lease dated March 27, 1987 (hereinafter referred to as the "Lease"), by and between Landlord and Tenant, a portion of the Premises was leased to Tenant, said lease premises being more particularly described in the Lease and on Exhibit B attached hereto (hereinafter referred to as the "Leased Premises"); and

WHEREAS, the Loan is being made for the purpose of refinancing the Premises; and

WHEREAS, as a condition precedent to making and disbursing the Loan to Landlord, Mortgagee has required this Agreement; and

WHEREAS, Mortgagee, Landlord and Tenant are willing to agree to a subordination, attornment and non-disturbance agreement on the terms and conditions hereinafter provided;

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Mortgagee, Landlord and Tenant hereby agree as follows:

1. Subordination. Tenant hereby covenants, agrees and declares that the Lease and any renewal, extension, modification or amendment thereof and all of Tenant's right, title and interest under the Lease, including any options to expand, renew or ~~renew~~ contained in the Lease, in and to said Leased Premises are and shall be fully subject and subordinate in all respects to the Mortgage and the indebtedness evidenced by the Note, and to any future advance, disbursement, renewal, increase, replacement, extension or other modification or amendment thereof, with the same force and effect as if the Mortgage and the indebtedness evidenced by the Note, and any future advance, disbursement, renewal increase, replacement, extension or other modification or amendment thereof, had been executed, delivered and recorded prior to the execution, delivery and filing of the Lease, provided that same do not interfere with, restrict or limit the rights of Tenant

2. Attornment. Tenant hereby further covenants and agrees as follows:

(a) That in the event of Landlord's default under the Loan Documents and Mortgagee's election to exercise any of its rights or remedies thereunder, including without limitation, in the event of Mortgagee's exercise of its rights under any Assignment of Leases and Rents made by Landlord to Mortgagee or in the event of a foreclosure of the Mortgage or a conveyance in lieu of foreclosure, any of which occurs prior to the expiration date of the Lease, including any extensions and renewals thereof, and upon Mortgagee's request, Tenant hereby covenants and agrees to make full and complete attornment to

as subsequently amended, modified and/or supplemented by Letter Agreement dated April 29, 1987; Letter Agreement dated May 1, 1987; First Amendment to Lease dated May 27, 1987; Notice of Lease dated July 21, 1987; Subordination, Attornment and Non-Disturbance Agreement dated September 19, 1987 between Tenant and Continental Illinois Bank & Trust Company of Chicago; Opinion of Landlord's Counsel dated September 22, 1987; and Letter Agreement dated October 29, 1987

Legal Description affects property on 4845 1454 453 459 465 467 469 471

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under the Lease, Without limitation, Landlord and Lender hereby agree that insurance proceeds and eminent domain awards shall be disbursed and used in accordance with the terms and conditions of the Lease.

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Mortgagee, its successors, nominees or assigns, or to the purchaser at any foreclosure sale or grantee of any deed-in-lieu of foreclosure, and their successors, nominees and assigns, as the case may be, (said parties being hereinafter also referred to as "Mortgagee") for the balance of the term of the Lease, including any extensions and renewals thereof, subject to and upon the same terms and conditions as therein provided, so as to establish direct privity of estate and contract as between Tenant and Mortgagee with the same force and effect as though the Lease were originally made directly from Mortgagee to Tenant, and Tenant thereafter shall make all rent payments and any other payments and otherwise perform under the Lease directly to and for the benefit of Mortgagee.

(b) That said attornment shall be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto; provided, however, that upon the election and written demand of Mortgagee, Tenant shall execute an instrument, ^{in a form} satisfactory to Tenant confirming and acknowledging said attornment.

3. Non-Disturbance. In the event of Landlord's default under the Loan Documents and Mortgagee's election to exercise any of its rights or remedies thereunder, including without limitation, in the event of foreclosure of the Mortgage or conveyance in lieu of foreclosure, any of which occurs prior to the expiration date of the Lease, including any extensions and renewals thereof, and provided that as of the date Mortgagee commences to exercise any right or remedy and at all times thereafter Tenant shall be and remain in compliance with the terms and provisions of this Agreement and shall not be in default ^(beyond any applicable grace period) in the performance or observance of any of the terms, covenants, or conditions contained in the Lease to be performed or observed by Tenant thereunder and Tenant shall continue to attorn to Mortgagee then Mortgagee agrees as follows:

(a) That no proceeding to foreclose the Mortgage and no conveyance in lieu of foreclosure thereof, will disturb Tenant's rights under the Lease, and any other rights of Tenant under the Lease will not be diminished, affected or cut off thereby; and

(b) The Lease shall continue in full force and effect and Mortgagee shall recognize the Lease and the Tenant's rights thereunder.

4. Modification. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the parties hereto.

5. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given if mailed by first class United States mail, postage prepaid registered or certified with return receipt requested, or by delivering same in person to the intended address or by prepaid messenger or reliable overnight service as follows:

If to Tenant: Marshalls of Chicago Ridge, Il., Inc.
30 Harvard Mill Square
Box 1000-34
Wakefield, Massachusetts 01880
Attention: Legal Services c/o Real Estate

with a copy to: Goulston & Storrs, P.C.,
400 Atlantic Avenue
Boston, Massachusetts 02210-2206
Attention: Marshalls

If to Mortgagee: John M. Hart, Trustee
Hart Advisers I Trust
One State Street
Hartford, Connecticut 06103

with a copy to: Day, Berry & Howard
City Place
Hartford, Connecticut 06103
Attention: Daniel S. Matos

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[Handwritten initials]

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If to Landlord: c/o The Tucker Companies
40 Skokie Boulevard
Northbrook, Illinois 60062
Attention: Kenneth L. Tucker

with a copy to: Marder, Becker & Baizer
600 Central Avenue, Suite 380
Highland Park, Illinois 60035
Attention: Martin Becker

or to such other place as any party hereto may by notice in writing designate as a place for service of notice hereunder. Notice so mailed shall be effective three (3) days after the date of its deposit. Notice given in any other manner shall be effective only if and when received by the addressee.

6. Successors and Assigns. This Agreement shall inure to the benefit of the parties hereby and their respective successors or assigns; provided, however, that upon the assignment of the interest of the original or any successor Mortgagee hereunder, all obligations of such Mortgagee under this Agreement shall terminate, and thereupon all such obligations shall be the responsibility of the party or parties to whom such Mortgagee's interest is so assigned.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument.

8. Trustees' Exculpation.

(a) This Agreement is executed by LASALLE NATIONAL BANK not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by said bank are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against said Trustee by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Agreement.

(b) This Agreement is executed by John M. Hart, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon, invested in him as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by John M. Hart are undertaken by him solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against said Trustee by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Agreement.

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IN WITNESS WHEREOF, Mortgagee, Tenant and Landlord have respectively executed this Agreement as of the day and year first above written.

ATTEST: [SEAL]

By: _____
Name: _____
Title: _____

MORTGAGEE:

JOHN M. HART, not personally, but as Trustee of Hart Advisers I Trust as aforesaid

By: John M. Hart
Name: John M. Hart
Title: Trustee

ATTEST: [SEAL]

By: Irwin F. Cohen
Name: Irwin F. Cohen
Title: Assistant Secretary

TENANT:

MARSHALLS OF CHICAGO RIDGE, IL., INC., an Illinois corporation

By: John M. Ingraham
Name: John M. Ingraham
Title: Vice President

ATTEST [SEAL]

By: William H. Dillon
Name: William H. Dillon
Title: ASSISTANT SECRETARY

LANDLORD:

LASALLE NATIONAL BANK, not personally, but as Trustee as aforesaid

By: Corinne Bek
Name: Corinne Bek
Title: Assistant Vice President

