2000-06-21 11:35:17

Cook County Recorder

103.00

20030971.2 03-17-00(1)



* This is a corrective recording of modification recorded 6/9/2000 as document 00423563 to add a legal description *

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated as of December 9, 1999, by and between CALUMET MARINE TERMINAL, INC., an Illinois corporation (the 'Mortgagor"), JOHN E. SHAFFER, DENNIS J. HIFFMAN, E. THOMAS COLLINS, JR., and RICHARD E. HULINA (collectively, the "Guarantors"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Bank"), Successor by Merger to MaSalle National Bank, a national banking association ("Old LaSalle");



WITESSETH:

WHEREAS, the Mortgagor, the Guarantors and Old LaSalle heretofore entered into the following documents (collectively, the "Documents"):

- (i) Reimbursement and Loan Agreement dated as of December 1, 1998 (the "Reimbursement and Loan Agreement"), by and between the Mortgagor and Old LaSalle;
- (ii) Mortgage Note dated as of December 1, 1998 (the "Note"), from the Mortgagor to Old LaSalle in the principal amount of \$567,287;
- (iii) Mortgage and Security Agreement dated as of Docember 1, 1998 (the "Mortgage"), from the Mortgagor to Old LaSalle, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on January 5, 1999, as Document No. 99004410;

Permanent Tax Index Numbers:

See Exhibit A

Address:

2670327, 6JC, DA

3434 East 95th Street Chicago, Illinois

This Instrument Prepared by and to be Returned After Recording to:

Alvin L. Kruse
Elizabeth Pfeiler Foley
Seyfarth, Shaw, Fairweather
& Geraldson
Suite 4200
55 East Monroe Street
Chicago, Illinois 60603

BOX 333

- (iv) Assignment of Rents and Leases dated as of December 1, 1998 (the "Assignment of Rents"), from the Mortgagor to Old LaSalle, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on January 5, 1999, as Document No. 99004411;
- (v) Indemnity Agreement dated as of December 1, 1998, from the Mortgagor and the Guarantors to Old LaSalle; and
- (vi) Guaranty of Payment and Performance dated as of December 1, 1998, from the Guarantors to Old LaSalle; and

WHEREAS, the Documents encumber the real estate described in Exhibit A attached hereto and the personal property located thereon; and

WHERFAS, the parties desire to make certain modifications and amendments to the Documents, as more fully provided for herein;

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

Section 1. Recitals Pirt of Agreement; Capitalized Terms Not Otherwise Defined. The foregoing recitals are hereby incorporated into and made a part of this Agreement. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Reimbursement and Loan Agreement.

Section 2. Extension of Maturity Date. The maturity date of the Loan is hereby extended from December 9, 1999, to March 31, 2004, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the date "December 9, 1999" is hereby changed to "March 31, 2004" each time it appears in the Documents.

Section 3. Merger of Old LaSalle. The parties acknowledge that Old LaSalle was merged into the Bank effective as of May 1, 1999, and that by virtue of such merger the Bank is the successor by merger to all of rights and obligations of Old LaSalle under the Documents.

Section 4. Reduction of Interest Rates. (a) Effective as of the date of the execution and delivery of this Agreement, the Prime-Based Rate is hereby reduced to 1/2% per annum in addition to the Bank's Prime Rate, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing:

- (i) the figure "1%" is hereby changed to "1/2%" each time it appears in paragraph (a) of Section 2.5 of the Reimbursement and Loan Agreement and each time it appears in the Mortgage; and
- (ii) the third sentence of Section 2.7 of the Reimbursement and Loan Agreement is hereby amended and restated in its entirety, to read as follows:

Whenever any payment to be made under this Agreement or the Note shall be due on a day which is not a Business Day, such payment shall be due on the next succeeding Business Day, with interest continuing to accrue thereon urtil such payment is made at the interest rate in effect on such day which was not a Business Day, subject to the provisions of Section 2.6 of this Agreement[.];

in each case effective as of as of the date of the execution and delivery of this Agreement.

- Effective as of the date of the execution and delivery of this Agreement, the LIBOR-Based Rate is hereby reduced to a rate per armun equal to 2.5% (except as otherwise provided in Section 2.5(b) of the Reimbursement and Loan Agreement) plus the Adjusted LIBOR Rate with respect to the applicable Interest Period, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing:
 - the first sentence of the definition of the term "LIBOR-Based Rate" in paragraph (b) of Section 2.5 of the Reimbursement and Loan Agreement is hereby amended and restated in its entirety, to read as follows:

"LIBOR-Based Rate" shall mean a rate per annum equal to 2.5% (except as otherwise provided in this Section 2.5(b)) plus the Adjusted LIBOR Rate with respect to the applicable Interest Period[.]; and

the sixth sentence of Section 2.1 of the Mortgage is hereby amended and restated in its entirety, to read as follows:

The Mortgagor shall have the option from time to time, in the manner and on the terms provided in the Reimbursement and Loan Agreement, to have the interest rate on the entire principal balance of the Loan and the Note which would otherwise bear interest at the Prime-Based Rate, or any portion of such unpaid principal balance of not less than \$100,000 or any integral multiple thereof, changed from the Prime-Based Rate to a variable rate equal to 2.5% per annum in addition to a rate based on the rate at which

dollar deposits are offered in immediately available funds in the London Interbank Market to the Mortgagee for periods of one, two, three or six months, calculated as provided in the Reimbursement and Loan Agreement[.];

in each case effective as of as of the date of the execution and delivery of this Agreement.

Section 5. Monthly Principal Payments. On April 1, 2000, and on the first day of each month thereafter, the Mortgagor shall make a payment on the principal of the Loan and the Note, which payment shall be in the amounts set forth below for the dates set forth below:

Payment Date	Payment Amount
April 1, 2000, and the first	
day of each agath thereafter to	
and including Murch 1, 2001	\$ 2,725
April 1, 2001, and the first	
day of each month thereafter to	
and including March 1 2002	\$10,250
April 1, 2002, and the First	
day of each month thereafter to	
and including March 1, 2003	\$14,825
April 1, 2003, and the first	
day of each month thereafter	\$19,750.

All of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing:

(a) the following sentence is hereby inserted (i) immediately after the fifth sentence of paragraph (a) of Section 2.5 of the Reimbursement and Loan Agreement, and (ii) immediately after the seventh sentence of Section 2.1 of the Mortgage:

On April 1, 2000, and on the first day of each month thereafter, the Mortgagor shall make a payment on the principal of the Loan and the Note, which payment shall be in the amounts set forth below for the dates set forth below:

<u>Payment Date</u>	Payment <u>Amount</u>
April 1, 2000, and the first day of each month thereafter to	
and including March 1, 2001	\$ 2,725

April 1, 2001, and the first day of each month thereafter to and including March 1, 2002

\$10,250

April 1, 2002, and the first day of each month thereafter to and including March 1, 2003

\$14,825

April 1, 2003, and the first day of each month thereafter

\$19,750;

(b) the word "only" is hereby deleted from the fourth sentence of paragraph (a) of Section 2.5 of the Reimbursement and Loan Agreement.

Section 6. Covenants; Related Events of Default. (a)
The following two new paragraphs are hereby inserted at the end
of Section 4.1 of the Reimbursement and Loan Agreement:

- The Account Party shall furnish to the Bank such (h) information and data with respect to the financial condition, busings affairs or operations of the Account Party as may be requested by the Bank (all such information and data to be prepared in such manner as to truly and accurately reflect the financial condition of the Account Party) and shall maintain a system of accounting capable of furnishing all such information and data. Without limitation on the generality of the foregoing provisions of this paragraph, the Account Party shall furnish or shall cause to be furnished to the Bank (i) copies of all income tax returns of the Account Party promptly after same are prepared and filed; (ii) within 30 days after the end of each fiscal year of the Account Party, an annual financial statement of the Account Party, in each case consisting of at least a balance sheet as at the end of such one-year period and an income statement and cash flow statement for such one-year orriod, and prepared in reasonable detail and in a form acceptable to the Bank and signed and certified by an authorized representative of the Account Party. In addition, the Account Party shall furnish to the Bank such information and data with respect to the Premises as may be requested by the Bank.
- (i) Commencing with the calendar quarter ending March 30, 2000, the Debt Service Coverage Ratio for each calendar quarter while the Loan and the Note are outstanding shall be at least 1.20. For purposes of this Agreement, the following terms shall have the following meanings:

"Debt Service Coverage Ratio" means, for any period, the quotient obtained by dividing the Net Operating Income for such period by the total amount of principal and interest on the Loan which became due and payable during such period.

"Net Operating Income" means, for any period, all income of the Account Party for such period, including but not limited to rental income from the Premises for such period (including payments by tenants as payment or reimbursement of operating expenses), minus operating expenses of the Premises for such period, including but not limited to real estate taxes, common area maintenance, utilities, insurance and management fees, but not including depreciation, amortization, or principal or interest on the Loan, all as determined in accordance with generally accepted accounting principles consistently applied.

- (b) Paragraph (j) of Section 6.1 of the Reimbursement and Loan Agreement is hereby amended and restated in its entirety, to read as follows:
 - (j) The Account Party shall fail to pay or perform any of its obligations under Section 4.1(g) of this Agreement or the Debt Service Coverage Ratio for the calendar quarter ending Murch 30, 2000 or any calendar quarter thereafter while the Loan and the Note are outstanding shall fail to be at least 1.20[;].

Section 7. Extension Fee. As a condition to the extension of the maturity date of the Loan provided for in this Agreement, on the date of the execution and delivery of this Agreement, the Mortgagor shall pay to the Bark a non-refundable extension fee in the amount of \$2,836, which amount represents 1/2% of the amount of the Loan.

Section 8. Attachment to Note. The Bank may, and prior to any transfer by it of the Note shall, attach a copy of this Agreement to the original Note and place an endorsement on the original Note making reference to the fact that such attachment has been made.

Section 9. Documents to Remain in Effect; Confirmation of Obligations; References. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as expressly modified and amended herein. The Mortgagor and the Guarantors hereby (i) confirm and reaffirm all of their obligations under the Documents, as modified and amended herein; (ii) acknowledge and agree that the Bank, by entering into this Agreement, does not waive any existing or future default or event of default under any of the Documents, or any

rights or remedies under any of the Documents, except as expressly provided herein; (iii) acknowledge and agree that neither Old LaSalle nor the Bank has heretofore waived any default or event of default under any of the Documents, or any rights or remedies under any of the Documents; and (iv) acknowledge that they do not have any defense, set-off or counterclaim to the payment or performance of any of their obligations under the Documents, as modified and amended herein. All references in the Documents to any one or more of the Documents, or to the "Loan Documents," shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as modified and amended by this Agreement.

- Section 10. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Mortgagor and the Guarantors hereby certify, represent and warrant to the Bank that all certifications, representations and warranties contained in the Documents and in all certificates heretofore delivered to Old LaSalle and the Bank are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement.
- Section 11. Entire Agreement. This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.
- Section 12. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.
- Section 13. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- Section 14. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered of terminated only by a written instrument executed by all of the parties hereto.

Section 15. Construction.

(a) The words "hereof," "herein," and "hereunder," and other words of a similar import refer to this Agreement as a whole and not to the individual Sections in which such terms are used.

- (b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.
- (c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.
- (d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.
- (e) Each party to this Agreement and legal counsel to each party have participated in the drafting of this Agreement, and accordingly the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Agreement.
- Section 16. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 17. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

[SIGNATURE PAGE(S) AND EXHIBIT(S),
IF ANY, FOLLOW THIS PAGE]

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

CALUMET MARINE TERMINAL, INC.

By Zalu	
Title: Kesident	
Jest Zeffer	
John E. Shaffer	
Dennis J. Hiffman	
OF	
E. Thomas Collins, Jr.	
Richard E. Hulina	
040	
LASALLE BANK NATIONAL ASSOCIATION	
Ву	
Title:	
	_

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

CALUMET MARINE TERMINAL, INC.

Richard E. Hulina

LASALLE BANK NATIONAL ASSOCIATION C/674'S OFFICE

00458659

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF COOK	
The foregoing	instrument was acknowledged before me this
	of Calumet Marine Terminal, Inc., an
Illinois corporation	on behalf of the corporation.
_	
	Space tell
6.	Notary Public
%	£
	OFFICIAL SEAL
STATE OF ILLINOIS	GRACE FILL
STATE OF INDIAOLS	NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:03/27/02
COUNTY OF COOK	y and the same of
, .	
The foregoing	instrument was acknowledged before me this
day of	, 2000, by John E. Shaffer.
	Charles Trac
	Notary Fublic
	······································
	OFFICIAL SEAL
	{ GRACE FILL {
STATE OF ILLINOIS	NOTARY PUBLIC, STATE C. ILLINOIS MY COMMISSION EXPIRES: 03/7.7/02
COUNTY OF COOK) SS MY COMMISSION EXPIRES: D3/27/02
	O _c
The foregoing	instrument was acknowledged before me this
day of	, 2000, by Dennis J. Hiffman.
	Notary Public
	41VVW= 7 = WW==V

STATE OF ILLINOIS)) SS	00458659
COUNTY OF COOK	,	0040000
day of	instrument was acknowledged before, 2000, by <u>Tobo E. Showledged</u> of Calumet Marine Terminal, In, on behalf of the corporation.	ore me this
DO CON	Notary Public OFFICIAL SEAL GRACE FILL	
STATE OF ILLINOIS) NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:03/27/02	
COUNTY OF COOK	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
The foregoing	instrument was acknowledged before, 2000, by John E. Shaffer	ore me this
	Motary Public	
STATE OF ILLINOIS	OFFICIAL SEAL GRACE FILL NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPRES:03/27 0?	
The foregoing 3rd day of March	instrument was acknowledged bef, 2000, by Dennis J. Hiffm	ore me this
	Notary Public OFFICIAL SEAL GRACE FILL	
	NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:03/27/02	

STATE OF ILLINOIS)) SS	00458659	
COUNTY OF COOK)	•	
The foregoing <u>Sra</u> day of <u>Marca</u>	instrument w	as acknowledged before me this by E. Thomas Collins, Jr.	
	A	ince Fier	
	Not	ary Public	
		OFFICIAL SEAL }	
STATE OF ILLINOIS)) SS	GRACE FILL NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 03/27/02	
COUNTY OF COOK)	**************************************	
The foregoing <u>Brd</u> day of <u>Harch</u>		as acknowledged before me this by Richard E. Hulina.	
	94	frace Fell	
	Not	ary Public	
STATE OF ILLINOIS)) SS)	OFFICIAL SEAL GRACE FILL NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:03/27/02	
The foregoing instrument was acknowledged before me this day of MAYCH, 2000, by JAMRS & TUNCY, of LaSalle Bank National Association, a			
national banking as	sociation, Su	accessor by Merger to faSalle association, on behalf of the	
association.	CIONAL DANKI	ig association, on being of the	
	MALIA	Espora	
	No	cary Public	
OFFICIAL SI MARIA T ESF MY EBMMISSION EXP	ARZA		

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

Proberty of Coot County Clert's Office

STREET ADDRESS:

UNOFFICIAL COPY

TAX NUMBER:

LEGAL DESCRIPTION:

00458659

PARCEL 1:

CITY:

THAT PART OF BLOCK 109 OF A CERTAIN SUBDIVISION MADE BY THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY OF PARTS OF FRACTIONAL SECTIONS 5 AND 6, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS A PLAT OF WHICH SUBDIVISION WAS RECORDED JANUARY 17, 1874, IN BOOK 7 OF PLATS, PAGE 7, AND ACCRETIONS TO SAID BLOCK 109, DESCRIBED AS FOLLOWS::

COMMENCING AT A POINT ON THE SOUTH LINE OF 95TH STREET AND 13.9 FEET WEST OF THE EAST LINE OF THE EAST FRACTION OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 6 SOUTH OF THE OLD INDIAN BOUNDARY LINE, INTOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN; STARTING AT THIS POINT WITH A NORTH 8 DEGREE CURVE, THIS CURVE INTERSECTING THE SOUTH LINE OF 95TH STREET AT THIS POINT; THENCE WITH SAID CURVE IN A SOUTHWESTERLY DIRECTION TO A POINT IN A LINE PARALLEL TO AND 101 1/2 FEET WEST OF THE SAID EAST LINE OF SECTION 6 AFORESAID; SAID POINT BEING ALSO 343.3 FEET SOUTH OF THE SOUTH LINE OF 95TH STREET, THE 8 DEGREE CURVE ABOVE DESCRIBED BEING TANGENT AT THIS POINT TO THE LINE WHICH 'S 101 1/2 FEET WEST OF THE SAID EAST LINE OF SECTION 6 AFORESAID AND PARALLEL TO IT; THENCE FROM THIS POINT IN A SOUTHERLY DIRECTION ON A LINE PARALLEL TO AND 101 1/2 FEET WEST OF THE SAID EAST LINE OF SECTION 6 AFORESAID, FOR A DISTANCE OF 954 FEET; THENCE FROM THIS POINT WITH A 10 DEGREE CURVE, THIS CURVE BEING TANGENT AT THIS POINT TO THE LINE WHICH IS 101 1/2 FEET WEST OF SAID EAST LINE OF SECTION 6 AFORESAID, AND PARALLEL TO IT; THIS CURVE RUNNING IN A SOUTHEASTERLY DIRECTION TO ITS INTERSECTION WITH THE NORTHEASTERLY BOUNDARY LINE OF THE BALTIMORE, PITTSBURG AND CHICAGO RAILWAY RIGHT OF WAY AT A POINT WHICH IS 65 FEET NORTH WEST OF A POINT WHERE SAID NORTHEASTERLY BOUNDARY LINE INTERSECTS WITH THE SAID EAST LINE OF SECTION 6 AFORESAID; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE BALTIMORE, PITTSBURG AND CHICAGO RAILWAY, TO THE EAST CHANNEL LINE OF THE CALUMET RIVER AS ESTABLISHED AND SHOWN ON THE PLAT THEREOF APPROVED BY THE CHIEF OF ENGINEERS, UNITED STATES ARMY, AND RECORDED IN THE RECORDER'S OFFICE OF COUNTY, ILLINOIS; THENCE IN A NORTHERLY DIRECTION FOLLOWING THE EAST CHANNEL LINE OF SAID CALUMET RIVER TO THE POINT OF INTERSECTION OF SAID EAST CHANNEL LINE OF SAID CALUMET RIVER WITH THE SCUTH LINE OF 95TH STREET; THENCE EAST ALONG THE SOUTH LINE OF 95TH STREET TO THE PLACE OF BEGINNING, EXCEPT A STRIP OF LAND OFF THE SOUTH SIDE THEREOF FROM THE SOUTH SIDE AND CONVEYED TO THE BALTIMORE AND OHIO AND CHICAGO RAILROAD COMPANY DEED RECORDED JULY 22, 1901 AS DOCUMENT 3129-93 IN BOOK 7596 PAGE 174 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

BLOCK 110 IN SOUTH CHICAGO, BEING A SUBDIVISION BY THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY OF THE EAST 1/2 OF THE WEST 1/2 AND PARTS OF THE EAST FRACTIONAL 1/2 OF FRACTIONAL SECTION 6, NORTH OF THE INDIAN BOUNDARY LINE; AND THAT PART OF FRACTIONAL SECTION 6. SOUTH OF THE INDIAN BOUNDARY LINE, LYING NORTH OF THE MICHIGAN SOUTHERN RAILROAD; AND PART OF FRACTIONAL SECTION 5, NORTH OF THE INDIAN BOUNDARY LINE; ALL IN TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH THAT PART OF FRACTIONAL SECTION 6, SOUTH OF THE INDIAN BOUNDARY LINE, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH LINE, EXTENDED WEST, OF THE AFORESAID BLOCK 110 IN SOUTH CHICAGO, LYING WESTERLY AND NORTHERLY OF THE WESTERLY AND NORTHERLY LINES OF SAID BLOCK 110, LYING EASTERLY OF THE BROKEN LINES WHICH CONSTITUTE THE EASTERLY "U. S. CHANNEL LINE" ON A PLAT ENTITLED "CALUMET RIVER, ILLINOIS, CONTROL SURVEY" RECORDED FEBRUARY 5, 1957, AS DOCUMENT 16818157, AND LYING SOUTHERLY OF THE SOLID LINE WHICH IS SHOWN AS THE SOUTHERLY LINE OF TURNING BASIN NO. 1 ON SAID PLAT RECORDED AS DOCUMENT 16818157, AND THE WESTWARD EXTENSION OF SAID SOLID LINE (EXCEPT FROM THE AFORESAID BLOCK 110 AND THE ABOVE DESCRIBED PART OF FRACTIONAL SECTION 6, SOUTH OF THE INDIAN BOUNDARY LINE, SUCH PARTS THEREOF AS MAY BE COVERED BY THE WATERS OF THE CALUMET RIVER AND TURNING BASIN NO. 1 WHICH HAS BEEN MADE A PART OF SAID RIVER; AND ALSO EXCEPT FROM THE SOUTH 14.5 FEET OF THE ABOVE DESCRIBED PART OF SECTION 6, SOUTH OF THE INDIAN BOUNDARY LINE, THAT PART THEREOF LYING WEST OF A LINE DRAWN AT RIGHT ANGLES WITH THE SOUTH LINE OF THE AFORESAID BLOCK 110, EXTENDED WEST, AT A POINT 664.5 FEET WESTERLY, MEASURED ALONG SAID

SOUTH LINE DE BLOCK 110 AND THE WEST WARD EXTENDING THE COURT OF SOUTH EAST CORNED OF

SOUTH LINE OF BLOCK 110 AND THE WESTWARD EXTENSION THEREOF, FROM THE SOUTH EAST CORNER OF BLOCK 110); IN COOK COUNTY, ILLINOIS

ALSO LOT 15 (EXCEPT THAT PART CONVEYED FROM RAILROAD RIGHT OF WAY) AND LOTS 16, 17, 18, 19, 20, 21, 22 AND THAT PART OF LOTS 53, 54, 55 AND 56 LYING NORTH OF THE RAILROAD RIGHT OF WAY, AND LOT 57 (EXCEPT RAILROAD RIGHT OF WAY) AND LOT 58 (EXCEPT THAT PART CONVEYED TO THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY, AND EXCEPT THAT PART CONVEYED TO DUNHAM TOWING AND WRECKING COMPANY AND EXCEPT THE CHICAGO SHORT LINE RAILWAY RIGHT OF WAY AND ALSO EXCEPT SUCH PARTS OF SAID LOT 58 AS MAY BE COVERED BY WATERS OF THE CALUMET RIVER AND TURNING BASIN WHICH HAS BEEN MADE A PART OF SAID RIVER) ALL IN BLOCK 2 IN TAYLOR'S SECOND ADDITION TO SOUTH CHICAGO, BEING A SUBDIVISION OF THE SOUTH WEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 5, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS

ALSO LOTS 23 AND 24, LOTS 39 TO 50, BOTH INCLUSIVE, AND THAT PART OF LOTS 51 AND 52 DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT THE SOUTH WEST CORNER OF SAID LOT 52; THENCE EAST ALONG THE SOUTH LINE OF SAID LOTS 51 AND 52 TO THE SOUTH FAST CORNER OF SAID LOT 51; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 51 TO THE NORTH EAST CORNER. THE PEOF; THENCE SOUTHWESTERLY TO A POINT ON THE WEST LINE OF SAID LOT 52, WHICH IS 91 FEET NORTH OF THE SOUTH WEST CORNER THEREOF; AND THENCE SOUTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING, ALL IN 31 DCK 2 IN TAYLOR'S SECOND ADDITION TO SOUTH CHICAGO, BEING A SUBDIVISION OF THE SOUTH WEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 5, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS

ALSO ALL THAT PART OF THE VACATED NOR THWESTERLY AND SOUTHEASTERLY 16 FOOT PUBLIC ALLEY LYING SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF LOTS 15 TO 24, INCLUSIVE, AND LYING NORTHEASTERLY OF AND ADJOINING THE NORTHWESTERLY LINE OF LOT 58; LYING SOUTHERLY OF AND ADJOINING THE SOUTHEASTERLY LINE OF THE NORTHWESTERLY 5 FEFT OF LOT 15 PRODUCED SOUTHWESTERLY 16 FEET; AND LYING NORTHERLY OF AND ADJOINING THE SOUTH LINE OF LOT 24 PRODUCED WEST 18.5 FEET; ALL IN BLOCK 2 OF TAYLOR'S SECOND ADDITION TO SOUTH CHICAGO, BEING A SUBDIVISION OF THE SOUTH WEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 5, SOUTH OF THE INDIAN BOUNDARY LINE. IN TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOT 23 IN BLOCK 3 IN TAYLOR'S SECOND ADDITION TO SOUTH CHICAGO BEING A SUBDIVISION OF THE SOUTH WEST FRACTIONAL 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 36, 37, AND 38 IN BLOCK 2 IN TAYLOR'S SECOND ADDITION TO SOUTH CHICAGO A SUBDIVISION OF THE SOUTH WEST FRACTIONAL 1/4 (EXCEPT THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST FRACTIONAL 1/4) OF FRACTIONAL SECTION 5, SOUTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax Index Numbers:

26-05-304-002 26-05-304-026 26-05-304-027	00458659
26-05-304-031 26-05-304-032 26-05-304-033 26-05-304-034 26-05-304-035	
26-05-304-036 26-05-304-037 26-05-304-038 26-05-304-039	
26-05-304-040 26-05-304-041 26-05-304-044 26-05-304-056	
26-05-304-057 26-05-304-058 26-05-306-002 26-05-428-012 26-05-117-017	Colly College
26-06-428-013	
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