

UNOFFICIAL COPY

Debtor(s) (Last Name First) and address(es)
C SHREDDING
2232 S. Blue Island Avenue
Chicago, IL 60608

Secured Party(ies) and address(es)
HARRIS TRUST AND SAVINGS BANK,
as Trustee
311 West Monroe Street, 12th
Floor
Chicago, IL 60606

00757744

6334/0074 32 001 Page 1 of 18

2000-09-28 12:14:55

Cook County Recorder

55.00

ASSIGNEE OF SEC



00757744

1. This financing statement covers the following types (or items) of property:

--REFER TO EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.--

2. (If collateral is crops) The above described crops are growing or are to be grown on:
(Describe Real Estate)

3. (If applicable) (The above goods are to become fixtures on...) (Strike what is inapplicable - (Describe Real Estate)
and this financing statement is to be filed in the real estate records. (If the debtor does not have an interest of record)
The name of a record owner is

--REFER TO EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.--

--INCLUDING THE COLLATERAL LOCATED AT THE REAL PROPERTY DESCRIBED ON SCHEDULE A
ATTACHED HERETO,-----

and this financing statement is to be filed in the real estate records. (If the debtor does not have an interest of record)
The name of a record owner is

Return to:
GT Corporation System HCC Division
Attn: Susan Jacoby
208 South LaSalle Street
Chicago, Illinois 60604

4. ~~XXXX~~ Proceeds and
 Products of C collateral are also covered.

2368258-26

C SHREDDING
~~METAL MANAGEMENT MIDDLEWEST, XXXXXX~~

By:
(Signature of Debtor)

(Secured Party)*

*Signature of Debtor Required in Most Cases:
Signature of Secured Party in Cases Covered by UCC §9-402 (2).

16 Additional sheets presented.

Filled with Recorder's Office of Cook County, Illinois.

(1) FILING OFFICER - ALPHABETICAL

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-2 - REV. 4-73

This form of financing statement is approved by the Secretary of State.

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[Security Agreement]

Exhibit A to UCC Financing Statement made
by Debtor in favor of Harris Trust and Savings
Bank, in its capacity as Trustee for the benefit
of the holders of the Notes, as Secured Party

Description of Collateral

1. Collateral. The items or types of collateral covered by this financing statement are the following, whether now existing or hereafter arising or acquired from time to time (collectively, the "Collateral"):

- (a) Accounts;
- (b) Chattel Paper;
- (c) Contracts;
- (d) Documents;
- (e) Equipment;
- (f) General Intangibles;
- (g) Instruments;
- (h) Inventory;
- (i) Investment Property;
- (j) Membership Collateral;
- (k) Partnership Collateral;
- (l) Stock Collateral;
- (m) Patents;
- (n) Patent Licenses;
- (o) Trademarks;
- (p) Trademark Licenses;

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- (q) all monies and any and all other property and interests in property of Debtor now or hereafter coming into the actual possession, custody or control of the Secured Party or any agent or affiliate of the Secured Party (including, without limitation, the Senior Bank Agent to the extent appointed as its agent pursuant to the provisions of the Intercreditor Agreement) in any way or for any purpose (whether for safekeeping, deposit, custody, pledge, transmission, collection or otherwise), and all rights and interests of Debtor in respect of any and all (i) drafts, letters of credit, stocks, bonds, and debt and equity securities, whether or not certificated, and warrants, options, puts and calls and other rights to acquire or otherwise relating to the same, (ii) interest rate and currency exchange agreements, including, without limitation, cap, collar, floor, forward and similar agreements and interest rate protection agreements, (iii) cash and cash equivalents, and (iv) all other personal property and interests in personal property of Debtor not specifically included in clauses (a) through (p) above; and
- (r) to the extent not otherwise included, all Proceeds of each of the foregoing and all accessions and additions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing.

2. Operative Documents. This financing statement relates to that certain security agreement dated as of May 7, 1999 (as it may be amended, supplemented or modified from time to time, the "Security Agreement") made by Debtor and certain other parties in favor of Harris Trust and Savings Bank, as secured party (the "Secured Party"), as trustee for the holders of the Notes.

3. Definitions. As used herein, the following terms shall have the following meanings. Such definitions shall be equally applicable to the singular and plural forms of the terms defined.

"Account" means, with respect to Debtor any "account", as such term is defined in Section 9-106 of the UCC, now owned or hereafter acquired by Debtor and shall

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include, without limitation, all present and future rights of Debtor to payment for goods sold or leased or for services rendered which are not evidenced by Instruments or Chattel Paper, and whether or not they have been earned by performance.

"Chattel Paper" means, with respect to Debtor, any "chattel paper", as such term is defined in Section 9-105(1)(b) of the UCC, now owned or hereafter acquired by Debtor.

"Contracts" means, with respect to Debtor, all contracts, undertakings or other agreements (other than rights evidenced by Chattel Paper, Documents or Instruments) in or under which Debtor may now or hereafter have any right title or interest.

"Documents" means, with respect to Debtor, any "documents", as such term is defined in Section 9-105(1)(f) of the UCC, now owned or hereafter acquired by Debtor.

"Equipment" means, with respect to Debtor, any "equipment", as such term is defined in Section 9-109(2) of the UCC, now owned or hereafter acquired by Debtor and, in any event, shall include, without limitation, all machinery, equipment, furnishings, fixtures, vehicles, computers, other electronic data-processing equipment and office equipment now owned or hereafter acquired by Debtor and any and all additions to, substitutions for and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto.

"General Intangibles" means, with respect to Debtor, any "general intangibles", as such term is defined in Section 9-106 of the UCC, now owned or hereafter acquired by Debtor and, in any event, shall include, without limitation, all right, title and interest which Debtor may now or hereafter have in, under or to any Contracts, leasehold interests in real and personal property, interests in partnerships and joint ventures, tax refunds, deposit accounts (general or special) with and credits and other claims against any financial institution, all customer lists, trademarks, patents, rights in intellectual property, licenses, permits, copyrights, trade secrets, proprietary or confidential information,

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inventions (whether patented or patentable or not) and technical information, procedures, designs, knowledge, know-how, software, data bases, data, skill, expertise, experience, processes, models, drawings, materials and records now owned or hereafter acquired by Debtor, goodwill and rights of indemnification.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Indenture" shall mean that certain indenture, dated as of May 7, 1999 made by Metal Management, Inc., the Debtor, certain other parties and the Trustee (as amended, amended and restated, supplemented or otherwise modified from time to time).

"Instrument" means, with respect to Debtor, any "instrument", as such term is defined in Section 9-105(1)(i) of the UCC, now owned or hereafter acquired by Debtor.

"Intercreditor Agreement" has the meaning assigned thereto in the Indenture.

"Inventory" means, with respect to Debtor, any "inventory", as such term is defined in Section 9-109(4) of the UCC, now owned or hereafter acquired by Debtor and, in any event, shall include, without limitation, all inventory, merchandise, goods and other personal property now owned or hereafter acquired by Debtor which are held for sale or lease or are furnished or are to be furnished under a contract of service or which constitute raw materials, work in process or materials used or consumed or to be used or consumed in Debtor's business, or the processing, packaging, delivery or shipping of the same, and all finished goods.

"Investment Property" means, with respect to Debtor, all investment property and any other securities (whether certificated or uncertificated), security entitlements, securities accounts, commodity contracts and commodity accounts now owned or hereafter acquired by Debtor, including all substitutions and additions thereto, all dividends, distributions and sums distributable or payable from, upon, or in respect thereof, and all rights and

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privileges incident thereto.

"Issuing Entities" means each entity with respect to which Debtor is a record or legal and beneficial owner of such entity's capital stock, units, membership interests, or general or limited partnership interests, as the case may be.

"LLC Rights" means all warrants, options and other rights to acquire, and rights in and to, membership interests in each Issuing Entity now or at any time or times hereafter owned by Debtor.

"Membership Collateral" means, with respect to Debtor:

- (a) Membership Interests;
- (b) all of Debtor's interests in the profits and losses of the respective Issuing Entity and all of Debtor's rights as a member therein to receive distributions of such Issuing Entity's assets;
- (c) all of Debtor's rights, if any, to participate in the management of the respective Issuing Entity;
- (d) all rights, privileges, authority and powers of Debtor as owner or holder of Debtor's membership interests in the respective Issuing Entity, including, without limitation, all general intangibles related thereto;
- (e) LLC Rights;
- (f) all instruments and certificates representing or evidencing Debtor's membership interests in the respective Issuing Entity;
- (g) all other property now or at any time or times hereafter received, receivable or otherwise distributed in respect of or in exchange or substitution for any or all of the Membership Interests and/or the LLC Rights, and all of Debtor's rights thereto, including, without limitation, all cash and other payments and distributions of any kind whatsoever; and

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- (h) all proceeds of all of the foregoing and all books and records of Debtor pertaining to any of the foregoing.

"Membership Interests" means any and all units or membership interests, as the case may be, in each Issuing Entity which is a limited liability company now or at any time or times hereafter owned by Debtor.

"Notes" shall have the meaning assigned to such term in the Indenture.

"Partnership Collateral" means, with respect to Debtor:

(a) Partnership Interests;

(b) all of Debtor's interests in the profits and losses of the respective Issuing Entity and all of Debtor's rights as a partner therein to receive distributions of such Issuing Entity's assets;

(c) all of Debtor's rights, if any, to participate in the management of the respective Issuing Entity;

(d) all rights, privileges, authority and powers of Debtor as owner or holder of Debtor's partnership interests in the respective Issuing Entity, including, without limitation, all general intangibles related thereto;

(e) Partnership Rights;

(f) all instruments and certificates representing or evidencing Debtor's partnership interests in the respective Issuing Entity;

(g) all other property now or at any time or times hereafter received, receivable or otherwise distributed in respect of or in exchange or substitution for any or all of the Partnership Interests and/or the Partnership Rights, and all of Debtor's rights thereto, including, without limitation, all cash and other payments and distributions of any kind whatsoever; and

(h) all proceeds of all of the foregoing and all books and records of Debtor pertaining to any of the foregoing.

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"Partnership Interests" means any and all units of general or limited partnership interests, as the case may be, in each Issuing Entity which is a partnership now or at any time or times hereafter owned by Debtor, including, without limitation, all of such partnership interests described in the Security Agreement.

"Partnership Rights" means all warrants, options and other rights to acquire, and rights in and to, partnership interests in each Issuing Entity now or at any time or times hereafter owned by Debtor.

"Patent Licenses" means, with respect to Debtor, all rights under or interests in any patent license agreements with any other party, whether Debtor is a licensee or licensor under any such license agreement, including, without limitation, those patent license agreements listed in the Security Agreement, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Debtor and now or hereafter covered by such licenses.

"Patents" means, with respect to Debtor, all patents, registered patents, patent applications, including, without limitation, the patents, registered patents and patent applications listed in the Security Agreement, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of Debtor's rights corresponding thereto throughout the world.

"Pledged Stock" means, with respect to Debtor, all shares of capital stock of each Issuing Entity which is an issuer of capital stock now or at any time or times hereafter owned by Debtor, including, without limitation, all of such shares of capital stock described in the Security Agreement.

"Proceeds" means "proceeds", as such term is defined in Section 9-306(1) of the UCC, and, in any event, shall include with respect to Debtor, without limitation, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor from time to time with respect to any of the Collateral, (ii) any and all

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payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any Governmental Authority, and (iii) any and all other amounts from time to time paid or payable to Debtor under or in connection with any of the Collateral.

"Senior Bank Agent" means BT Commercial Corporation, in its capacity as agent for the lenders and lending institutions under the Senior Credit Facility and its successors in such capacity appointed pursuant to the provisions of the Senior Credit Facility.

"Senior Credit Facility" shall have the meaning assigned to such term in the Indenture.

"Stock Collateral" means, with respect to Debtor:

- (a) Pledged Stock;
- (b) Stock Rights;
- (c) all other property now or at any time or times hereafter received, receivable or otherwise distributed in respect of or in exchange or substitution for any or all of the Pledged Stock and/or the Stock Rights, and all of Debtor's rights thereto, including, without limitation, all dividends, cash and other payments and distributions of any kind whatsoever; and
- (d) all proceeds of all of the foregoing.

"Stock Rights" means all warrants, options and other rights to acquire, and rights in and to, the capital stock of each Issuing Entity which issues capital stock now or at any time or times hereafter owned by Debtor.

"Trademark Licenses" means, with respect to Debtor, all rights under or interests in any trademark license agreements or service mark license agreements with any other party, whether Debtor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed in the Security Agreement, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark

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license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Debtor and now or hereafter covered by such licenses.

"Trademarks" means, with respect to Debtor, trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed in the Security Agreement, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Debtor's business symbolized by the foregoing and connected therewith, and (v) all of Debtor's rights corresponding thereto throughout the world.

"UCC" means the Uniform Commercial Code as in effect from time to time in any jurisdiction.

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SCHEDULE A

LEGAL DESCRIPTION OF THE LAND

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LOT 12 OF THAT CERTAIN SUBDIVISION MADE BY CALUMET AND CHICAGO CANAL AND DOCK COMPANY OF THAT PART LYING EAST OF EWING AVENUE OF THE NORTHWEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 5, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE SITUATED IN COOK COUNTY, ILLINOIS, A PLAT OF WHICH SUBDIVISION WAS RECORDED MARCH 21, 1888 IN THE OFFICE OF RECORDER OF DEEDS DEDICATED FOR SAID COUNTY AND RECORDED IN PLATS, PAGE 11 IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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Common Address: 9370 S. Kreiter Avenue
Chicago, Illinois

P.I.N.: 26-05-302-109

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LEGAL DESCRIPTION OF THE LAND

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PARCEL 1:

THAT PART OF DOCK 3 LYING WEST OF THE CHICAGO, LAKE SHORE AND EASTERN RAILROAD IN THE SUBDIVISION OF THAT PART EAST OF EWING AVENUE OF THE NORTHWEST FRACTIONAL 1/4, SOUTH OF THE INDIAN BOUNDARY LINE, OF FRACTIONAL SECTION 5, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF BLOCK 112 LYING EAST OF THE EAST LINE OF EWING AVENUE IN SOUTH CHICAGO SUBDIVISION OF PART OF FRACTIONAL SECTIONS 5 AND 6, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE NORTHERLY 288 FEET OF THAT PART EAST OF THE EAST LINE OF EWING AVENUE, SOUTH OF DOCK 3 AND WEST OF DOCK 2 IN SECTION 5, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM SAID 3 PARCELS OF LAND, TAKEN AS A WHOLE, THE FOLLOWING PARCELS OF LAND DESCRIBED AS TRACT "A" AND TRACT "B", TO WIT:

TRACT "A":

THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 5, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING ALL THAT TRACT OF LAND LYING SOUTHWESTERLY OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE OLD CALUMET AND BLUE ISLAND RAILWAY COMPANY (NOW THE CHICAGO, LAKE SHORE AND EASTERN RAILWAY COMPANY), NORTHEASTERLY OF A LINE DRAWN PARALLEL TO AND 4.4 FEET FROM THE TANGENT PORTION OF SAID SOUTHWESTERLY RIGHT OF WAY LINE PRODUCED NORTHWESTERLY AND SOUTHEASTERLY OF THE CALUMET RIVER ACROSS DOCK LOT NUMBER 3, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT WHERE THE SOUTHEASTERLY LINE OF DOCK LOT 3 OF THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY SUBDIVISION INTERSECTS THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE OLD CALUMET AND BLUE ISLAND RAILWAY COMPANY (NOW THE CHICAGO, LAKE SHORE AND EASTERN RAILWAY COMPANY); THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID DOCK LOT 3, 4.4 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE DRAWN PARALLEL TO AND 4.4 FEET SOUTHWESTERLY FROM THE TANGENT PORTION OF SAID SOUTHWESTERLY RIGHT OF WAY LINE AND SAID RIGHT OF WAY LINE PRODUCED NORTHWESTERLY A DISTANCE OF 631.36 FEET MORE OR LESS, TO A POINT IN THE NORTHWESTERLY LINE OF SAID DOCK LOT 3; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID DOCK LOT 3 (SAID LOT LINE LAST DESCRIBED MAKING A NORTHEASTERLY ANGLE OF 85 DEGREES 40 MINUTES 20 SECONDS FROM THE LAST DESCRIBED COURSE PRODUCED) A DISTANCE OF 88.65 FEET, MORE OR LESS, TO THE INTERSECTION OF THE LAST DESCRIBED LOT LINE WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE RAILWAY; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE RAILWAY, WHICH IS ON A CURVE CONVEX TO THE

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NORTHEAST HAVING A RADIUS OF 556.2 FEET, 192.77 FEET, MORE OR LESS, TO A POINT 47.9 FEET DISTANT NORTHEASTERLY FROM THE AFOREMENTIONED LINE DRAWN PARALLEL TO THE AFOREMENTIONED TANGENT PORTION OF THE SAID SOUTHWESTERLY RIGHT OF WAY LINE PRODUCED NORTHWESTERLY (MEASURED AT RIGHT ANGLES THERETO); THENCE CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF RAILWAY, WHICH IS ON A CURVE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 591.2 FEET, 228.19 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE 228 FEET TO THE POINT OF BEGINNING, BEING THE PREMISES CONVEYED BY UNIVERSAL ATLAS CEMENT COMPANY TO THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, BY DEED DATED MARCH 31, 1939.

TRACT "B":

THOSE PARTS OF DOCK NUMBER 3, LOTS 1 AND 2 AND THE VACATED ALLEYS ADJOINING SAID LOTS 1 AND 2, ALL IN THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION OF THE NORTHWEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 5, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, AND EAST OF EWING AVENUE DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WESTERLY LINE OF DOCK 2 IN SAID SUBDIVISION WITH A LINE DRAWN 138 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF DOCK 3, AFORESAID; THENCE NORTH 31 DEGREES 31 MINUTES 30 SECONDS WEST ALONG SAID WESTERLY LINE OF SAID DOCK 2 A DISTANCE OF 138 FEET TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF DOCK 3; THENCE SOUTH 58 DEGREES 28 MINUTES 30 SECONDS WEST ALONG SAID SOUTHERLY LINE OF DOCK 3, A DISTANCE OF 4.40 FEET; THENCE NORTH 31 DEGREES 31 MINUTES 30 SECONDS WEST ALONG A LINE PARALLEL WITH A NORTHWESTERLY EXTENSION OF SAID WESTERLY LINE OF DOCK 2 A DISTANCE OF 329.65 FEET; THENCE SOUTH 5 DEGREES 56 MINUTES 55 SECONDS EAST A DISTANCE OF 120.06 FEET; THENCE SOUTH 21 DEGREES 3 MINUTES 5 SECONDS EAST A DISTANCE OF 41 FEET; THENCE SOUTH 35 DEGREES 59 MINUTES 55 SECONDS EAST A DISTANCE OF 320.51 FEET TO A POINT ON THE AFOREMENTIONED LINE DRAWN PARALLEL WITH THE SOUTH LINE OF DOCK 3; THENCE NORTH 58 DEGREES 28 MINUTES 30 SECONDS EAST ALONG SAID SOUTH LINE A DISTANCE OF 38.66 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, BEING THE PREMISES CONVEYED BY UNIVERSAL ATLAS CEMENT COMPANY TO CARNEGIE ILLINOIS STEEL CORPORATION BY DEED DATED APRIL 3, 1939.

PARCEL 4:

LOTS 8, 9, 10 AND 11 IN THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION OF THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 5, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, AND EAST OF EWING AVENUE, ALL IN COOK COUNTY, ILLINOIS.

Common Address: 9331 South Ewing
Chicago, Illinois

P.I.N.: 26-05-117-012
26-05-301-007
26-05-302-027

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PARCEL 1:

THAT PART OF FRACTIONAL SECTION 6, SOUTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF BLOCK 'A', SAID POINT BEING 792.55 FEET SOUTHEAST OF THE SOUTHWEST CORNER OF BLOCK 'A' OF JOHN MOER AND SONS' CONSOLIDATION OF PARTS OF BLOCKS 113, 114 AND 138 IN SOUTH CHICAGO SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 10559036 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS; THENCE SOUTHEASTERLY ALONG A LINE HAVING AN ANGLE OF 13 DEGREES 51 MINUTES 22 SECONDS WITH SAID SOUTH LINE OF BLOCK 'A' FOR A DISTANCE OF 228.15 FEET TO A POINT ON THE WESTERLY DOCK LINE OF THE CALUMET RIVER AS ESTABLISHED BY ORDINANCE RECORDED AS DOCUMENT 6758319, IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS; THENCE NORTHWESTERLY ALONG SAID DOCK LINE FOR A DISTANCE OF 67.57 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 'A'; THENCE NORTHWESTERLY ALONG SAID SOUTH LINE OF BLOCK 'A', MAKING AN ANGLE OF 126 DEGREES 18 MINUTES 49 SECONDS WITH SAID DOCK LINE, FOR A DISTANCE OF 180.72 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL OF JOHN MOER AND SONS' BLOCK 'A', BEING A CONSOLIDATION OF PART OF BLOCKS 113, 114 AND 138 IN SOUTH CHICAGO SUBDIVISION IN FRACTIONAL SECTION 6, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1929, AS DOCUMENT NUMBER 10559036, IN BOOK 280 OF PLATS, PAGE 34, (EXCEPTING FROM SAID BLOCK 'A' THAT PART THEREOF LYING SOUTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID BLOCK 'A' 272.57 FEET DISTANT FROM THE SOUTHWEST CORNER OF BLOCK 'A' AS MEASURED NORTHEASTERLY ALONG SAID WEST LINE OF SAID BLOCK 'A'; RUNNING THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 5644.65 FEET, A DISTANCE OF 841.79 FEET TO A POINT OF TANGENT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE 12.88 FEET TO A POINT ON THE SOUTH LINE OF SAID BLOCK 'A', HAVING AN ANGLE OF 13 DEGREES 51 MINUTES 22 SECONDS WITH THE AFORESAID SOUTHEASTERLY LINE, SAID POINT BEING DISTANT 181.12 FEET FROM THE SOUTHEAST CORNER OF SAID BLOCK 'A' AS MEASURED NORTHWESTERLY ALONG THE SAID SOUTH LINE OF SAID BLOCK 'A').

PARCEL 3:

THAT PART OF JOHN MOER AND SONS' BLOCK 'A', BEING A CONSOLIDATION OF PARTS OF BLOCKS 113, 114 AND 138 IN SOUTH CHICAGO SUBDIVISION IN FRACTIONAL SECTION 6, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1929, AS DOCUMENT NUMBER 10559036, IN BOOK 280 OF PLATS, PAGE 34, DESCRIBED AS FOLLOWS:

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COMMENCING AT A POINT IN THE SOUTH LINE OF SAID BLOCK 'A', 181.12 FEET FROM THE SOUTHEAST CORNER OF SAID BLOCK 'A', AS MEASURED NORTHWESTERLY ALONG THE SAID SOUTH LINE OF SAID BLOCK 'A'; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE (AS DESCRIBED IN DEED TO CITY OF CHICAGO REGISTERED AS DOCUMENT NUMBER 1682620) FOR A DISTANCE OF 32.88 FEET TO A POINT; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 8644.65 FEET, FOR 277.12 FEET TO THE PRINCIPAL POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE FOR 25.0 FEET, AS MEASURED NORMAL TO A POINT TANGENT TO THE AFORESAID ARC; THENCE NORTHWESTERLY FOR 135.0 FEET, AS MEASURED NORMAL TO THE AFORESAID STRAIGHT LINE; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE TO A POINT ON THE ARC OF THE NORTHEASTERLY RIGHT-OF-WAY LINE (AS DESCRIBED IN DOCUMENT NUMBER 1682620), SAID POINT BEING 135.0 FEET DISTANT NORTHWESTERLY, AS MEASURED ALONG THE AFORESAID ARC OF RIGHT-OF-WAY LINE, FROM THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG AFORESAID ARC TO THE PRINCIPAL POINT OF BEGINNING.

PARCEL 4:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1 TO 3, AFORESAID, FOR THE PURPOSE OF INGRESS AND EGRESS, AS CREATED BY AGREEMENT BETWEEN THE PEOPLES GAS LIGHT AND COKE COMPANY AND LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 22, 1984 AND KNOWN AS TRUST NUMBER 109118, DATED DECEMBER 11, 1984 AND RECORDED DECEMBER 14, 1984 AS DOCUMENT 2-173011, OVER AND UPON THE ROADWAY SHOWN ON EXHIBIT "A" ATTACHED THERETO, AND LOCATED WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

THAT PART OF BLOCK 138 IN SOUTH CHICAGO SUBDIVISION IN FRACTIONAL SECTION 6, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, TOGETHER WITH THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE AFORESAID FRACTIONAL SECTION 6, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN A LINE PARALLEL TO AND DISTANT 50.00 FEET, EASTWARDLY, FROM THE CENTER LINE OF THE 50 FOOT STRIP OF LAND CONVEYED BY THE CHICAGO AND CALUMET CANAL AND DOCK COMPANY TO SAMUEL HALE BY WARRANTY DEED DATED JULY 23, 1875, AND RECORDED IN THE RECORDERS OFFICE OF COOK COUNTY, AUGUST 18, 1875 AS DOCUMENT NO. 44848, SAID POINT BEING 140.98 FEET DISTANT NORTHWARDLY FROM THE INTERSECTION OF SAID PARALLEL LINE WITH THE SOUTHEASTERLY LINE OF SAID BLOCK 138, SAID POINT BEING ALSO 884.70 FEET SOUTH OF THE NORTH LINE AND 107.88 FEET EAST OF THE WEST LINE OF SAID BLOCK 138, MEASURED PARALLEL TO SAID WEST AND NORTH LINE OF SAID BLOCK, RESPECTIVELY; THENCE NORTHEASTERLY 809.09 FEET ALONG THE EASTERLY LINE OF A TRACT OF LAND CONVEYED BY JOHN MOHR AND SONS CORPORATION TO JAMES STILLWELL BY DEED DATED APRIL 22, 1916 AND RECORDED IN SAID RECORDERS OFFICE OF COOK COUNTY, APRIL 25, 1916 AS DOCUMENT NO. 5852755, SAID POINT BEING 118.49 FEET SOUTH OF THE NORTH LINE AND 363.61 FEET EAST OF THE WEST LINE OF SAID BLOCK 138, MEASURED PARALLEL TO SAID WEST AND NORTH LINES, RESPECTIVELY; THENCE NORTHERLY ALONG A CURVED LINE CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 770.00 FEET, AND TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 123.99 FEET TO A POINT IN THE NORTH LINE OF BLOCK 138, BEING ALSO THE SOUTH LINE OF EAST 96TH STREET, SAID POINT BEING 392.93 FEET EAST OF THE NORTHWEST CORNER OF SAID BLOCK 138, THIS LAST DESCRIBED COURSE BEING ALSO THE EASTERLY LINE OF THE AFORESAID TRACT OF LAND CONVEYED TO JAMES STILLWELL BY DEED DATED APRIL 22, 1916; THENCE 65.26 FEET EAST ON SAID NORTH LINE OF BLOCK 138 TO THE NORTHWESTERLY LINE OF BLOCK A (BEING A CONSOLIDATION OF PARTS OF BLOCKS 113, 114 AND 138 IN SOUTH CHICAGO SUBDIVISION,

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AFORSAID); THENCE SOUTHWESTERLY 322.87 FEET ALONG SAID NORTHWESTERLY LINE OF BLOCK A TO THE SOUTHWESTERLY LINE OF BLOCK A; THENCE 1040.58 FEET, MORE OR LESS, SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE (AND ITS SOUTHWESTERLY EXTENSION) OF A TRACT OF LAND CONVEYED BY JOHN MOHR AND SONS CORPORATION TO THE PEOPLES GAS LIGHT AND COKE COMPANY BY QUIT CLAIM DEED DATED JULY 5, 1929 AND RECORDED IN SAID COOK COUNTY RECORDERS OFFICE JULY 8, 1929 AS DOCUMENT NO. 10421477, TO THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF FRACTIONAL SECTION 6; THENCE 69.13 FEET WEST, ALONG SAID SOUTH LINE OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 6 TO THE SOUTHEASTERLY CORNER OF A TRACT OF LAND CONVEYED BY WILLARD SONS AND BELL COMPANY TO JAMES STILLWELL BY DEED DATED AUGUST 29, 1916 AND RECORDED IN SAID COOK COUNTY RECORDERS OFFICE SEPTEMBER 6, 1916 AS DOCUMENT NO. 5944230; THENCE 224.22 FEET NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID TRACT CONVEYED BY WILLARD SONS AND BELL COMPANY TO JAMES STILLWELL BY DEED DATED AUGUST 29, 1916 TO THE SOUTHEASTERLY LINE OF BLOCK 138; THENCE 67.30 FEET NORTHEASTERLY, ALONG SAID SOUTHEASTERLY LINE OF BLOCK 138, TO THE SOUTHEASTERLY LINE OF A 25 FOOT STRIP OF LAND CONVEYED BY THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY TO THE CHICAGO AND WESTERN INDIANA RAILWAY COMPANY BY DEED DATED NOVEMBER 9, 1882 AND RECORDED IN SAID COOK COUNTY RECORDER'S OFFICE DECEMBER 22, 1882 AS DOCUMENT NO. 515464; THENCE 140.98 FEET NORTHEASTERLY, ALONG THE SOUTHEASTERLY LINE OF THE 25 FOOT STRIP, AFORESAID, TO THE HERRINABOVE DESCRIBED POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE THE FOLLOWING:

THAT PART OF BLOCK 138 IN SOUTH CHICAGO SUBDIVISION MADE BY THE CHICAGO CANAL AND DOCK COMPANY OF PARTS OF SECTIONS 6 AND 7 IN TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAN RECORDED IN BOOK 10, PAGES 11 AND 12, IN OFFICE OF RECORDS IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING ON THE WEST LINE OF BLOCK "A" AND 76.05 FEET DISTANT FROM THE SOUTHWEST CORNER OF BLOCK A AS MEASURED NORTHEASTERLY ALONG SAID WEST LINE OF BLOCK "A", OF JOHN MOHR AND SONS' CONSOLIDATION OF PARTS OF BLOCKS 113, 114 AND 138 IN SOUTH CHICAGO SUBDIVISION OF FRACTIONAL SECTION 6, LYING SOUTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAN THEREOF RECORDED AS DOCUMENT 10540026 IN THE OFFICE OF RECORDS IN COOK COUNTY, ILLINOIS; THENCE NORTHWESTERLY 48.06 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 5814.65 FEET, THENCE NORTHEASTERLY ALONG A STRAIGHT LINE 79.15 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 770.0 FEET, A DISTANCE OF 123.99 FEET TO A POINT ON THE SOUTH LINE OF EAST 96TH STREET, SAID POINT BEING 65.29 FEET DISTANT WESTERLY FROM A POINT OF INTERSECTION OF THE WEST LINE OF AFORESAID BLOCK A AND THE SOUTH LINE OF EAST 96TH STREET HAVING AN ANGLE OF 68 DEGREES 53 MINUTES 30 SECONDS AT SAID INTERSECTION; THENCE EASTERLY ALONG THE SOUTH LINE OF EAST 96TH STREET 10.19 FEET TO A POINT, SAID POINT BEING 55.10 FEET DISTANT WESTERLY FROM AFORESAID INTERSECTION, TO THE SOUTH LINE OF EAST 96TH STREET AND THE WEST LINE OF SAID BLOCK "A"; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 5644.65 FEET CONCAVE TO THE NORTHEAST, 59.49 FEET TO A POINT, SAID POINT BEING ON THE WEST LINE OF SAID BLOCK A AND 50.30 FEET DISTANT FROM THE AFORESAID INTERSECTION OF SAID WEST LINE OF BLOCK A AND THE SOUTH LINE OF EAST 96TH STREET; THENCE SOUTHWESTERLY ALONG THE SAID WEST LINE OF BLOCK A 196.52 FEET TO THE PRINCIPAL POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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PARCEL 5:

THAT PART OF BLOCK 138 LYING NORTH OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF EAST 97TH STREET AND WEST OF THE EAST LINE OF THE PITTSBURGH, FORT WAYNE AND CHICAGO RAILROAD IN SOUTH CHICAGO SUBDIVISION MADE BY CALUMET AND CHICAGO CANAL AND DOCK COMPANY OF ALL OF THAT PART OF SECTION 6, SOUTH OF THE INDIAN BOUNDARY LINE, SOUTHWEST OF THE PITTSBURGH, FORT WAYNE AND CHICAGO RAILROAD AND WEST OF THE CALUMET RIVER (EXCEPTING LAND BELONGING TO THE NORTHWESTERN FERTILIZING COMPANY) AND ALSO THE NORTHEAST FRACTIONAL 1/4 AND THE EAST 2/3 OF THE NORTHEAST FRACTIONAL 1/4 FF FRACTIONAL SECTION 7, NORTH OF THE INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND BEING MORE PARTICULARLY BOUND AND DESCRIBED ACCORDING TO A PLAT OF SURVEY MADE BY MILUTIK PROPADOVICH, ILLINOIS LAND SURVEYOR NO. 1623, OF CHICAGOLAND SURVEY COMPANY, DATED NOVEMBER 16, 1967 AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE SOUTH LINE OF EAST 96TH STREET (80 FEET WIDE) WITH THE EAST LINE OF SOUTH BALTIMORE AVENUE (80 FEET WIDE), EXTENDING FROM SAID BEGINNING POINT, THE FOLLOWING FIVE COURSES AND DISTANCES: (1) EASTWARDLY ALONG SAID LINE OF EAST 96TH STREET, FORMING AN INTERIOR ANGLE OF 90 DEGREES 20 MINUTES 00 SECONDS WITH SAID LINE OF SOUTH BALTIMORE AVENUE, A DISTANCE OF 334.20 FEET TO A POINT IN THE DIVIDING LINE BETWEEN THE FORMER PITTSBURGH, FORT WAYNE AND CHICAGO RAILROAD ON THE WEST AND THE CHICAGO AND WESTERN INDIANA RAILWAY ON THE EAST; (2) THENCE SOUTHWESTWARDLY ALONG SAID DIVIDING LINE BY A CURVE TO THE RIGHT HAVING A RADIUS OF 780 FEET AND A CHORD LENGTH OF 119.07 FEET, AN ARC DISTANCE OF 119.13 FEET TO A POINT OF TANGENCY; (3) THENCE CONTINUING SOUTHWESTWARDLY ALONG SAID DIVIDING LINE, CROSSING THE SOUTHWESTERLY LINE OF THE CALUMET SKYWAY AT 28.41 FEET, A TOTAL DISTANCE OF 577.90 FEET TO A POINT IN THE EASTERLY EXTENSION OF THE SOUTH LINE OF EAST 97TH STREET (80 FEET WIDE); (4) THENCE WESTWARDLY ALONG SAID EXTENDED LINE OF COURSE NO. 3 HEREIN, A DISTANCE OF 131.90 FEET TO AN IRON PIPE SET IN THE SOUTHERLY EXTENSION OF THE EAST LINE OF SOUTH BALTIMORE AVENUE (80 FEET WIDE); THENCE (5) NORTHWARDLY REVERSELY ALONG SAID SOUTHERLY EXTENSION AND ALONG SAID LINE OF SOUTH BALTIMORE AVENUE FORMING AN INTERIOR ANGLE OF 89 DEGREES 40 MINUTES WITH COURSE NO. 4 HEREIN, A DISTANCE OF 665.42 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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