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## PULLMAN BANK AND TRUST COMMERCIAL MORTGAGE

**THIS COMMERCIAL MORTGAGE** dated as of January 12, 2001, is made by **SOUTH CHICAGO PROPERTY MANAGEMENT COMPANY, LTD.**, an Ohio limited liability company, ("Mortgagor"), whose business address is 11610 South Avenue O, Chicago, Illinois 60617, in favor of **PULLMAN BANK AND TRUST**, an Illinois state bank, whose address is 1000 East 111<sup>th</sup> Street, Chicago, Illinois 60628 (*herein, together with its successors and assigns, including each and every holder of the Reimbursement Agreement and/or Mortgage Note hereinafter referred to, called the "Mortgagee"*) and has reference to the following:

**WHEREAS**, Mortgagor has requested that Mortgagee assist Mortgagor in obtaining a Letter of Credit in the face amount of \$6,968,000.00 (*the "Letter of Credit"*) from LaSalle Bank National Association ("LaSalle"), which Letter of Credit will permit Mortgagor to obtain a Community Development Block Grant Loan from the City of Chicago;

**WHEREAS**, Mortgagor has executed and delivered to the Mortgagee a Loan and Reimbursement Agreement of even date herewith (*the "Reimbursement Agreement"*), pursuant to which Mortgagor has agreed to reimburse Mortgagee the amount of any payment or advance Mortgagee makes under that certain Master Letter of Credit Agreement of even date herewith between Mortgagee, Mortgagor and LaSalle (*the "Master Letter of Credit Agreement"*); and

**WHEREAS**, the Reimbursement Agreement also provides that Mortgagee may make a Mortgage Loan (*the "Mortgage Loan"*) to Mortgagor which Mortgage Loan, if advanced, will be evidenced by a Note (*the "Mortgage Note"*) in the maximum original principal amount of \$6,300,800.00, if certain conditions precedent are fully satisfied; and

Prepared by and after  
recording return to:  
Kenneth M. Lodge  
Lord Bissell & Brook  
115 South LaSalle Street  
Chicago, IL 60603

Property Common Addresses:  
11610 South Avenue O  
Chicago, IL 60617

11401 South Green Bay Avenue  
Chicago, IL 60617

PIN(s): [See Legal Description Attached Hereto]



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**BOX 333-CTI**

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**WHEREAS**, this Mortgage is given to secure the payment of all sums due to the Bank under the Reimbursement Agreement, the Master Letter of Credit Agreement or the Mortgage Note, including, without limitation, all future advances under the Reimbursement Agreement, the Master Letter of Credit Agreement or the Mortgage Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage, even though there may be no advance under the Reimbursement Agreement, the Master Letter of Credit Agreement or the Mortgage Note made at the time of the execution of this Mortgage; and

**WHEREAS**, the indebtedness evidenced by the Reimbursement Agreement, the Master Letter of Credit Agreement or the Mortgage Note, including the principal thereof and interest and premium, if any, thereon, and any extensions, substitutions and renewals thereof, in whole or in part, and any and all other sums which may be at any time due or owing or required to be paid hereunder or as provided in the Reimbursement Agreement or the Master Letter of Credit Agreement or the Mortgage Note, are herein called the "Liabilities". In no event shall the total amount of Liabilities, including sums disbursed under the Reimbursement Agreement, the Master Letter of Credit Agreement or the Mortgage Note plus any additional charges provided for hereunder or under the Reimbursement Agreement, the Master Letter of Credit Agreement or the Mortgage Note, exceed \$12,601,600.00.

**NOW, THEREFORE**, to secure payment of the Liabilities and in consideration of One Dollar (\$1.00) in hand paid, receipt whereof is hereby acknowledged, Mortgagor does hereby grant, remise, release, alien, convey and mortgage to Mortgagee, its successors and assigns, those parcels of real estate commonly known as 11610 South Avenue O, Chicago, Illinois 60617 and 11401 South Green Bay Avenue, Chicago, Illinois 60617, whose legal descriptions are set forth on Exhibits A and B respectively hereto (*collectively, the "Real Estate"*). Such Real Estate, together with the property described in the next succeeding paragraph, is herein called the "Mortgaged Property";

**TOGETHER WITH** all right, title and interest, including the right of use or occupancy, which Mortgagor may now have or hereafter acquire in and to:

(a) All present and future structures, buildings, improvements, appurtenances, and fixtures of any kind now or hereafter located in, on or attached or affixed to, or used or intended to be used in connection with the operation, occupancy, development or improvement of the Real Estate, but not limited to, all rights Mortgagor to all apparatus, equipment and appliances used in connection with the operation or occupancy of the Real Estate or in any development of the Real Estate, such as heating and air-conditioning systems and facilities used to provide any utility services, refrigeration, ventilation, laundry, drying, dishwashing, garbage disposal, recreation or other services on the Real Estate, and all window coverings, drapes and rods, carpeting and floor coverings, it being intended and agreed that all such items will be conclusively considered to be a part of the Real Estate, whether or not attached or affixed thereto (*the "Improvements"*); and

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(b) All interest and estate or other rights, in law or in equity, all appurtenances of the Real Estate, and all rights of the Mortgagor in and to any streets, roads, navigable waters, public places, easements or rights of way relating to the Real Estate, which Mortgagor now has or may hereafter acquire in the Real Estate; and

(c) All of the rents, issues, accounts, royalties, profits and income of the Real Estate or the Improvements, and all rights of the Mortgagor under all present and future leases and subleases affecting the Real Property or the Improvements, including but not limited to, all account receivables, generated from the leasing, use and operation of the Real Estate and any security deposits under any leases relating to any portion of the Real Estate or the Improvements; and

(d) All guarantees, warranties and agreements regarding the quality of construction or other performance, and the quality of workmanship and supplies, furnishings, equipment and fixtures supplied to, installed by or on the Real Estate or otherwise associated with any of the property described herein, whether or not such guarantees, warranties and agreements are set forth in any contracts relating to the Improvements, together with any and all claims or demands to enforce them; and

(e) All proceeds, including insurance proceeds, and claims arising on account of any damage to or taking of the Real Estate, the Improvements, and all causes of action and recoveries for any loss or diminution in value of the Real Estate, the Improvements; and all deposits made by Mortgagor with third parties in connection with the development of the Real Estate, and refunds received by the Mortgagor with respect to payments made in connection with the development of the Real Estate; and

(f) All oil and gas and other mineral rights in or pertaining to the Real Estate, and all royalty, and other rights of Mortgagor pertaining thereto, and all water, water rights, water stock, parking, parking rights and general intangibles relating to the Real Estate and all proceeds, including insurance proceeds thereof and all damages, royalties and revenue of every kind, nature and description whatsoever that Mortgagor may be entitled to receive from any person or entity owning or having or hereafter acquiring a right to any oil, gas or mineral rights and reservations of the Real Estate; and

(g) All rights under any reciprocal easement agreements or documents of membership in any owners' or members' association or similar group, having responsibility for managing or operating any part of the Real Estate and the proceeds, including insurance proceeds thereof; and

(h) Any and all claims, damages, awards, or payments, including interest thereon, at law or in equity, which may arise or be made with respect to the Real Estate, including, as a result of the exercise of the right of eminent domain, against suppliers of labor, materials or services to the Real Estate, arising in tort, contract or based on fraud or concealment of a material fact, or any other damage or injury to or

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decrease in the value of the Real Estate or the any of the property described herein; and

(i) All deposits made with or other security given to utility companies by Mortgagor with respect to any of the property described herein or any part thereof, and all advance payments of insurance premiums made by Mortgagor with respect thereto and all claims or demands with respect to insurance; and

(j) All substitutions, renewals, improvements, attachments, accessions, additions and replacements to any of the foregoing; and

(k) All collections, proceeds, insurance proceeds and products of any of the foregoing, including without limitation, proceeds of any voluntary or involuntary disposition, conversion or claim respecting any part thereof (*pursuant to judgment, condemnation award or otherwise*) and all documents, instruments, general intangibles, goods, equipment, inventory, chattel paper, monies, accounts, deposit accounts and other personal property that may arise from the sale, liquidation, conversion, or disposition of any of the foregoing, all guaranties of and security for any of the foregoing, and all books and records, including, without limitation, all computer records, computer tapes and electronic and electromagnetic representations and reproductions thereof, relating to any of the foregoing; and

(l) All building materials, equipment, work in process or other personal property of any kind, whether stored on the Real Estate or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Real Estate or Improvements;

(m) All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (*including all earnest money sales deposits*) or deposited by Mortgagor with third parties (*including all utility deposits*), contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit with respect to the Real Estate, or in favor of Mortgagee, which arise from or relate to construction on the Real Estate or to any business now or later to be conducted on it, or to the Real Estate and Improvements generally; and

(n) Without limiting the above items, all Goods, Accounts, Documents, Instruments, Money, Financial Assets, Investment Properties, Chattel paper and General Intangibles, as those terms are defined in the Uniform Commercial Code from time to time in effect in the State of Illinois; and

(o) All guarantees, warranties and other understandings now or hereafter created or existing and received from any contractors, subcontractors, vendors or suppliers covering the quality or performance of the work or the quality of the materials supplied in connection with the Real Estate; and

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(p) All permits now or hereafter created or existing, and used in or relating to the ownership, occupancy, operation or development of the Real Estate or any part thereof, including without limitation all licenses, franchises, building permits and other permits, authorizations, and other development rights, air emission offsets and credits and sewer discharge rights and all trade names, trademarks and logos used in connection with the construction, development or operation of the Real Estate; and

(q) All contracts now or thereafter created, respecting the acquisition, disposition, construction, design, user, ownership, maintenance, management and franchise, operation, insuring and equipping of the Real Estate, Improvements, or any portion thereof, including, to the extent such items are assignable, all warranties and guaranties relating thereto, and including without limitation all management, operating, consulting, employment, utility, maintenance, parking, service, supply, insurance, brokerage, leasing, purchase, sale and other contracts, whether oral, written or arising by operation of law, whether currently in effect or to be executed by Mortgagor after the date hereof.

It is mutually agreed, intended, and declared, that all of the aforesaid property owned by Mortgagor shall, so far as permitted by law, be deemed to form a part and parcel of said Real Estate and for the purpose of this Mortgage to be real estate and covered by this Mortgage. Items in (a)-(q) of this paragraph are sometimes collectively referred to herein as "Collateral".

It is also agreed that if any of the property herein mortgaged is a fixture or of a nature so that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a fixture filing or a Security Agreement, as the case may be, and Mortgagor agrees to execute, deliver and file or refile any financing statement, continuation statement, or other instruments Mortgagee may require from time to time to perfect or renew such security interest under the Uniform Commercial Code. Mortgagee's filing of one or more separate fixture filing financing statements shall in no way impair Mortgagee's security interest in said fixtures.

As additional security for the repayment of the Liabilities, Mortgagor has executed and delivered to Mortgagee that certain Assignment of Leases and Rents dated of even date herewith (*the "Assignment"*) which, among other things, pledges and assigns to Mortgagee all the rents, issues and profits of the Mortgaged Property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (*including all deposits or money as advance rent, for security or as earnest money or as down payment for the purchase of all or any part of the Mortgaged Property*) under any and all present and future leases, contracts or other agreements relative to the ownership or occupancy of all or any portion of the Mortgaged Property. The terms and provisions of the Assignment are hereby incorporated by reference. Mortgagor shall retain possession of any security deposit received from its tenant RTI, and prior to the occurrence of an Event of Default hereunder shall use such security deposit in a manner which complies with the terms and provisions of the lease with RTI. Upon the

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occurrence of an Event of Default and after written demand by Mortgagee, the RTI security deposit shall be immediately delivered to Mortgagee.

Nothing herein contained shall be construed as constituting the Mortgagee as a mortgagee-in-possession in the absence of the taking of actual possession of the Mortgaged Property by the Mortgagee. In the exercise of the powers herein granted the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by Mortgagor.

**TO HAVE AND TO HOLD** the Mortgaged Property, properties, rights and privileges hereby conveyed or assigned, unto Mortgagee, its successors and assigns, forever for the uses and purposes herein set forth. Mortgagor hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois, and Mortgagor hereby covenants that as of the date of this Mortgage, Mortgagor is well seized of said real estate and Mortgaged Property in fee simple, and with full legal and equitable title to the Mortgaged Property, with good right, full power and lawful authority to sell, assign, convey and mortgage the same, and that it is free and clear of encumbrances, except for encumbrances of record consented to by Mortgagee, and that Mortgagor will forever defend the same against all lawful claims.

The following provisions shall constitute an integral part of this Mortgage:

1. ***Payment of Indebtedness and Performance of Covenants.***

Mortgagor agrees to pay, when due or declared due, all of the Liabilities secured hereby and to duly and punctually observe all of the terms, provisions, conditions, covenants and agreements on Mortgagor's part to be performed or observed as provided in this Mortgage or in the Reimbursement Agreement, the Master Letter of Credit Agreement, or the Mortgage Note and all other documents which evidence, secure or guarantee the Liabilities.

2. ***Representations.***

Mortgagor hereby covenants and represents that:

(a) Mortgagor is duly authorized to make and enter into this Mortgage and to carry out the transactions contemplated herein.

(b) This Mortgage has been duly executed and delivered pursuant to authority legally adequate therefor; Mortgagor has been and is authorized and empowered by all necessary persons having the power of direction over it to execute and deliver this Mortgage; this Mortgage is a legal, valid and binding obligation of Mortgagor, enforceable in accordance with its terms, subject, to bankruptcy and other law, decisional or statutory, of general application affecting the enforcement of creditors' rights, and to the fact that the availability of the remedy of specific performance or of injunctive relief in equity is subject to the discretion of the court before which any proceeding therefor may be brought.

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(c) Mortgagor is not now in default under any instruments or obligations relating to the Mortgaged Property and, to the best of Mortgagor's knowledge, no party has asserted any claim of default against Mortgagor relating to the Mortgaged Property.

(d) The execution and performance of this Mortgage and the consummation of the transactions hereby contemplated will not result in any breach of, or constitute a default under, any articles of incorporation, by-laws, articles of organization, partnership agreement, mortgage, lease, bank loan, or credit agreement, trust indenture, or other instrument to which Mortgagor is a party or by which it may be bound or affected; nor do any such instruments impose or contemplate any obligations which are or may be inconsistent with any other obligations imposed on Mortgagor under any other instrument(s) heretofore or hereafter delivered by Mortgagor.

(e) There are no actions, suits, or proceedings (*including, without limitation, any condemnation or bankruptcy proceedings*) pending or, to the best of Mortgagor's knowledge, threatened against or affecting Mortgagor or the Mortgaged Property, or which may adversely affect the validity or enforceability of this Mortgage, at law or in equity, or before or by any governmental authority; Mortgagor is not in default with respect to any writ, injunction, decree or demand of any court or any governmental authority affecting the Mortgaged Property.

(f) Mortgagor has made a physical investigation of the Mortgaged Property, and no Environmental Conditions (*as defined in Section 3(c) hereof*) are present on or affect the Mortgaged Property except as disclosed in the EPA Phase I and Phase II reports prepared by CPI Environmental Services, which conditions are to be promptly remediated by Mortgagor in accordance with the terms and conditions of the CDBG Loan from the City of Chicago.

(g) All statements, financial or otherwise, submitted to Mortgagee in connection with this transaction are true and correct in all material respects and fairly present the financial condition of the parties or entities covered by such statements as of the date hereof.

(h) The execution of this Mortgage does not subject the Mortgaged Property to the reporting requirements under the Illinois Responsible Property Transfer Act ("IRPTA") or Mortgagor will prepare and record all necessary documents required of Mortgagor under IRPTA and do all things necessary to comply with the provisions of IRPTA.

### 3. **Maintenance, Repair, and Compliance with Law, etc.**

(a) Mortgagor agrees: (i) not to abandon the Mortgaged Property; (ii) to keep the Mortgaged Property in good, safe and insurable condition and repair (*reasonable wear and tear excepted*) and not to commit or suffer waste; (iii) to refrain from impairing or diminishing the value of the Mortgaged Property or this Mortgage; and (iv) to cause the Mortgaged Property to be managed in a competent and professional manner.

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(b) Without the prior written consent of Mortgagee, Mortgagor shall not cause, suffer or permit any (i) material alterations of the Mortgaged Property except as required by law or ordinance; (ii) change (*other than leases in the ordinary course of Mortgagors business*) in the intended use or occupancy of the Mortgaged Property for which the improvements were constructed, including without limitation any change which would increase any fire or other hazard; (iii) change in the identity of the person or firm responsible for managing the Mortgaged Property; (iv) zoning reclassifications with respect to the Mortgaged Property; (v) unlawful use of, or nuisance to exist upon, the Mortgaged Property; (vi) granting of any easements, licenses, covenants, conditions or declarations of use against the Mortgaged Property; or (vii) execution by Mortgagor of any leases in breach of the terms and provisions of the Assignment.

(c) Mortgagor agrees not to cause or permit any toxic or hazardous substance or waste, or underground storage tanks, or any other pollutants which could be detrimental to the Mortgaged Property, human health, or the environment, or that would violate any local, state or federal laws or regulations (*collectively, "Environmental Conditions"*) to be present on or affect the Mortgaged Property. If Mortgagee determines that Environmental Conditions either do or may exist at the Mortgaged Property, upon demand, Mortgagor shall take at its own expense any and all measures necessary to eliminate the Environmental Condition. If at any time Environmental Conditions are present or affect the Mortgaged Property, Mortgagor agrees to indemnify, defend and save Mortgagee, its successors and assigns, harmless, from and against all damage suffered by reason of the Environmental Conditions. Mortgagor has executed and delivered in favor of Mortgagee a separate Environmental Indemnity Agreement dated of even date herewith (*the "Environmental Indemnity"*) in order to evidence and more specifically define Mortgagor's obligations under this Paragraph 3(c). The terms and provisions of the Environmental Indemnity are incorporated herein by reference. Mortgagee acknowledges that certain Environmental Conditions exist as of the date hereof, which Environmental Conditions shall be promptly remediated by Mortgagor in accordance with the terms and conditions of the CDBG Loan from the City of Chicago.

#### 4. **Taxes, Liens.**

(a) Mortgagor agrees to pay, not later than the due date and before any penalty or interest attaches, all general taxes and all special taxes, special assessments, water, drainage and sewer charges and all other charges, of any kind whatsoever, ordinary or extraordinary, which may be levied, assessed or imposed on or against the Mortgaged Property and, at the request of the Mortgagee, to exhibit to Mortgagee official receipts evidencing such payments. Notwithstanding the foregoing, Mortgagor shall have the right, upon obtaining Mortgagee's written consent and before any delinquency occurs, to contest the amount or validity of any taxes, assessments, or other charges levied, assessed or imposed on or against the Mortgaged Property by appropriate legal proceedings diligently conducted in good faith. Mortgagor's right to contest shall not be construed in any way as relieving, modifying or extending Mortgagor's covenant to pay any such taxes, assessments or charges prior to delinquency except that Mortgagor may defer payment of any challenged taxes, assessments or charges but only if Mortgagor shall have provided a good and sufficient



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undertaking as may be required or permitted by law to accomplish a stay of any foreclosure or forfeiture proceedings and shall have deposited with Mortgagee as security for the payment of such taxes, assessments or charges either money or a surety bond in an amount sufficient to pay such taxes, assessments or charges together with all interest and penalties that might reasonably arise in connection therewith, and all charges that might reasonably be assessed or become a charge on the Mortgaged Property, or any part thereof, in said legal proceedings.

If at any time in the judgment of Mortgagee it shall become necessary to pay the contested taxes in order to avoid any sale or foreclosure, Mortgagee may make written demand on Mortgagor to pay the contested taxes, or so much thereof as may be required to prevent the sale of the Mortgaged Property, or any part thereof, on or before the foreclosure of the lien created thereon by such contested imposition, and Mortgagor shall promptly pay the same. Promptly upon the determination of any legal proceeding, Mortgagor shall pay any amount due in respect of the contested taxes, assessments or charges.

(b) Except as provided for in the Reimbursement Agreement, Mortgagor shall not create, suffer or permit any mortgage, lien, charge or encumbrance to attach to or be filed against the Mortgaged Property, whether such lien or encumbrance is inferior or superior to the lien of this Mortgage, including mechanic's liens, materialmen's liens, or other claims for lien made by parties claiming to have provided labor or materials with respect to the Mortgaged Property and excepting further the lien of real estate taxes and assessments not due or delinquent, and any liens and encumbrances of Mortgagee.

## 5. **Change in Tax Laws.**

Mortgagor agrees that, if the United States or the State of Illinois or any of their subdivisions having jurisdiction, shall levy, assess, or charge any tax, assessment or imposition upon this Mortgage or the credit or indebtedness secured hereby or the interest of Mortgagee in the Mortgaged Property or upon Mortgagee by reason of or as holder of any of the foregoing (*except taxes based on Mortgagee's income or assessments related to Mortgagee's capital reserve*), then, Mortgagor shall pay (*or reimburse Mortgagee for*) such taxes, assessments or impositions, and, unless all such taxes, assessments and impositions are paid or reimbursed by Mortgagor when and as they become due and payable, all sums hereby secured shall become immediately due and payable, at the option of Mortgagee, notwithstanding anything contained herein or in any law heretofore or hereafter enacted.

## 6. **Restrictions on Transfer.**

Mortgagor shall not, without the prior written consent of Mortgagee (*which consent shall not be unreasonably withheld or delayed*), create, effect, contract for, consent to, suffer or permit any "Prohibited Transfer". "Prohibited Transfer" shall mean any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrances or alienation of any of the following:

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(a) the Mortgaged Property or any part thereof or interest therein, excepting only sales or other dispositions of Collateral no longer useful in connection with the operation of the Mortgaged Property ("*Obsolete Collateral*");

(b) all or any portion of the undersigned's interest in and to the Mortgaged Property;

(c) all or any portion of the beneficial interest or power of direction in or to the trust under which Mortgagor is acting, if Mortgagor is a Trustee;

(d) any shares of capital stock of: (i) a corporate Mortgagor, (ii) a corporation which is a beneficiary of a land trust whose trustee is the Mortgagor, (iii) a corporation which is a general partner in a partnership Mortgagor, (iv) a corporation which is a general partner in a partnership beneficiary of a trustee Mortgagor, or (v) a corporation which is the owner of substantially all of the capital stock of any corporation described in this subparagraph. Provided however, that transfers of such shares in the ordinary course shall be allowed if Mortgagor's shares are publicly traded on a national securities exchange or on the National Association of Securities Dealers' Automated Quotation System; or

(e) all or any part of the partnership or joint venture interest, as the case may be, of any Mortgagor or any direct or indirect beneficiary of a Trustee Mortgagor if Mortgagor or such beneficiary is a partnership or a joint venture;

(f) all or any part of the membership interest of Mortgagor or any direct or indirect beneficiary of a Trustee Mortgagor if Mortgagor or such beneficiary is a limited liability company, except among existing members or as required in connection with bona-fide estate tax planning.

Except as provided in the Reimbursement Agreement for partial releases, all of the above described transactions shall be a Prohibited Transfer if such occurs, is granted, accomplished, attempted or effectuated without the prior written consent of Mortgagee. Further all such transactions shall be a "Prohibited Transfer" regardless of whether such is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise. Mortgagor acknowledges that Mortgagee shall be under no obligation to consent to any of the Prohibited Transfers and that any such consent may be subject to changes in the applicable interest rates charged under any instrument evidencing the Liabilities, the payment of a fee to Mortgagee or such other modifications to the terms and conditions of this Mortgage or any other agreement which evidences or secures the repayment of the Liabilities as Mortgagee in its sole discretion may determine.

## 7. **Insurance.**

(a) Mortgagor agrees to maintain in force at all times: (i) fire and extended coverage insurance (*including, without limitation, windstorm, earthquake, explosion, flood and such other risks usually insured against by owners of like properties*) on the Mortgaged Property an amount not less than one hundred percent (100%) of the full

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insurable value of the Mortgaged Property; (ii) comprehensive public liability insurance against death, bodily injury and property damage not less than \$1,000,000 single limit coverage; (iii) steam boiler, machinery and pressurized vessel insurance; (iv) the types and amounts of insurance that are customarily maintained by owners or operators of like properties.

(b) Mortgagor will also maintain flood insurance, if required by the Mortgagee, pursuant to a designation of the area in which the Mortgaged Property are located as flood prone or a flood risk area, as defined by the Flood Disaster Protection Act of 1973, as amended, in an amount to be determined by the Mortgagee from time to time, when appropriate, as well as comply with any additional requirements of the National Flood Insurance Program as set forth in said Act.

(c) All such insurance shall be written by companies and on forms with endorsements satisfactory to Mortgagee, all with suitable lender's loss-payable and standard non-contribution mortgage clauses in favor of Mortgagee attached. Certified copies of the policies evidencing the same shall be kept constantly deposited with Mortgagee. All said policies shall provide for thirty (30) days prior written notice to Mortgagee of the cancellation of any such policy, except ten (10) days prior written notice if cancellation is due to non-payment and a certified copy of an appropriate renewal policy shall be deposited with Mortgagee. Mortgagee is authorized to collect all insurance proceeds and apply them, at its option, to the reduction of the Liabilities hereby secured, whether due or not then due. Mortgagee shall use good faith and reasonable business judgment in determining whether to apply insurance proceeds to the reduction of Liabilities or to the repair or restoration of the improvements. Mortgagee shall, if the insurance proceeds are less than \$250,000.00, allow Mortgagor to use such money, or any part thereof, in repairing the damage or restoring the improvements.

(d) Mortgagor shall notify Mortgagee, in writing, of any loss to the Mortgaged Property covered by insurance, and Mortgagor hereby directs each insurance company to make payment for such loss directly and solely to Mortgagee; and Mortgagor agrees that any payment which is delivered, for any reason, to Mortgagor shall be held in trust for Mortgagee and promptly delivered in the form received (*except for any necessary endorsements thereon*) to Mortgagee.

## 8. **Compliance with Laws.**

Mortgagor agrees that it will comply with all restrictions affecting the Mortgaged Property and with all laws, ordinances, acts, rules, regulations and orders of any legislative, executive, administrative or judicial body, commission or officer (*whether federal, state or local*) exercising any power or regulation or supervision over Mortgagor, or any part of the Mortgaged Property, whether the same be directed to the repair thereof, manner or use thereof, structural alterations or buildings located thereon, or otherwise.

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## 9. **Stamp Tax.**

Mortgagor agrees that, if the United States Government or any department, agency or bureau thereof or of the State of Illinois or any of its subdivisions shall at any time require documentary stamps to be affixed to the Mortgage, Mortgagor will, upon request, pay for the stamps in the required amount and deliver them to Mortgagee and Mortgagor agrees to indemnify Mortgagee against liability on account of such documentary stamps, whether such liability arises before or after payment of the Liabilities and regardless whether this Mortgage shall have been released.

## 10. **Financial Statements.**

Mortgagor will furnish to Mortgagee, within ninety (90) days after the end of each fiscal year, its financial and operating statements for such fiscal year, including, without limitation, a balance sheet and supporting schedules, detailed statement of income and expenditures and supporting schedules, including depreciation schedules and federal income tax figures, all prepared in accordance with generally accepted principles of accounting consistently applied. Such financial and operating statements shall be prepared by and reviewed by an accountant, the identity of which is acceptable to Mortgagee, and in such form as may be reasonably acceptable to Mortgagee, and Mortgagee may, by notice in writing to Mortgagor, at Mortgagor's expense, review the respective books and records.

## 11. **Deposits for Taxes and Insurance Premiums.**

Mortgagor agrees to hereafter make monthly deposits in an account, which account shall be, and hereby is, pledged to Mortgagee, of an amount equal to the sum of 1/12th of the annual general real estate taxes levied on the Mortgaged Property and 1/12th of the annual premium required to maintain insurance in force on the Mortgaged Property in accordance with the provisions of this Mortgage, the amount of such taxes and premiums, if unknown, to be estimated on the basis of the previous year's taxes or premiums allowing for any tax credits or allowances which have been granted in writing to Mortgagor by any taxing authority. Mortgagor shall provide Mortgagee with the original real estate tax bill or insurance invoice not later than ten (10) days before the payment is due and shall concurrently deposit in said account an amount equal to the difference between the amount available in the aforesaid escrow account for such payment (*giving effect to other taxes or expenses which are also paid from said account*) as shown on Mortgagee's records and the amount required to be paid. Provided that no Event of Default, as hereinafter defined, has occurred, funds in such account (*including the supplemental deposits required by the preceding sentence*) shall be used by Mortgagor to pay such taxes and premiums on their respective due dates. From and after the occurrence of an Event of Default under this Mortgage, Mortgagor will pay such funds to Mortgagee for application on the Liabilities.

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## 12. **Leases.**

Mortgagor agrees faithfully to perform all of its obligations under the Assignment and under all present and future leases or other agreements relative to the occupancy of the Mortgaged Property at any time assigned to Mortgagee as additional security for the payment and performance of the Liabilities. Except in the good faith exercise of Borrower's business judgment, Mortgagor shall refrain from any actions or inaction which could result in termination of any such leases or agreements or in the diminution of the value thereof or of the rents or revenues due thereunder.

## 13. **Indemnification.**

In addition to the provisions of the Environmental Indemnity, Mortgagor further agrees to indemnify Mortgagee from all loss, damage and expense, including reasonable attorneys' fees and expenses and the costs of any settlement or judgment, incurred in connection with any suit or proceeding in or to which Mortgagee may be made a party for the purpose of protecting the lien of this Mortgage, and all such fees, expenses and costs shall be additional Liabilities secured hereby.

## 14. **Condemnation.**

Mortgagor agrees that, if at any time it shall become aware of the institution of condemnation proceedings against the Mortgaged Property or any part thereof, it shall immediately inform Mortgagee of the pendency of such proceedings. Mortgagee may, at its option, participate in such proceedings, and Mortgagor agrees to provide Mortgagee with any evidence that Mortgagee may seek in connection with such proceedings. Mortgagor hereby assigns to Mortgagee, as additional security, all awards of damage resulting from condemnation proceedings or the taking of or injury to the Mortgaged Property for public use, and Mortgagor agrees that the proceeds of all such awards shall be paid to Mortgagee and may be applied by Mortgagee, at its option, after the payment of all its expenses in connection with such proceedings, including reasonable attorneys' fees and expenses, to the reduction of the Liabilities hereby secured, and Mortgagee is hereby authorized, on behalf of and in the name of Mortgagor, to execute and deliver valid acquittance for and to appeal from any such award.

## 15. **Mortgagee's Performance of Mortgagor's Obligations.**

Mortgagor agrees that Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor, in any form and manner deemed expedient after reasonable inquiry into the validity thereof. By way of illustration, and not in limitation of the foregoing, Mortgagee may, but need not, (a) make full or partial payments of insurance premiums or tax payments which are unpaid by Mortgagor, if any, and (b) purchase discharge, compromise or settle any tax lien or any other lien, encumbrance, suit, proceeding, title or claim thereof, or (c) redeem all or any part of the Mortgaged Property from tax or assessment. All money paid for any of the purposes herein authorized and all other moneys advanced by Mortgagee to protect the Mortgaged Property and the lien hereof shall be additional Liabilities secured

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hereby and shall become immediately due and payable without notice and shall bear interest at the Default Rate set forth in the Reimbursement Agreement until paid to Mortgagee in full. In making any payment hereby authorized relating to taxes, assessments or prior or coordinate liens or encumbrances, Mortgagee shall be the sole judge of the legality, validity and priority thereof and of the amount necessary to be paid in satisfaction thereof. Mortgagor will make reasonable efforts to obtain payments or performance by Mortgagee prior to undertaking to making any payment or performing any act hereby authorized.

## 16. **Inspection**

Mortgagee, or any person designated by Mortgagee in writing, shall have the right, from time to time hereafter, after reasonable notice if no Event of Default has occurred and is continuing, to call at the Mortgaged Property (or at any other place where information relating thereto is kept or located) during reasonable business hours and, without hindrance or delay, to make such inspection and verification of the Mortgaged Property, and the affairs, finances and business of Mortgagor (including all books, records and documents relating thereto) in connection with the Mortgaged Property, as Mortgagee may consider reasonable under the circumstances, and to discuss the same with any agents or employees of Mortgagor. Mortgagor shall be liable for all costs and fees related to such inspections, field audits and verifications. Mortgagee shall limit such inspections to a reasonable number not more than once per year absent a continuing Event of Default.

## 17. **Default.**

The occurrence of any one of the following events shall constitute a default which, after applicable cure periods, if any, expire without a cure, shall constitute an event of default ("Event of Default") by Mortgagor under this Mortgage:

(a) the occurrence of an Event of Default under the Reimbursement Agreement (whether in payment or otherwise) or in the payment or performance of the Liabilities within ten (10) days after notice;

(b) the occurrence of an Event of Default under the Assignment, the Environmental Indemnity the Master Letter of Credit Agreement, the Mortgage Note or any other agreement, security agreement, mortgage, assignment, instrument or other agreement made by Mortgagor in favor of Mortgagee which secures the repayment of the Reimbursement Agreement or the Mortgage Note;

(c) the occurrence of an Event of Default under any guaranty related to the Reimbursement Agreement, the Mortgage Note or the Liabilities or any other agreement, security agreement, assignment, instrument or other agreement made by any guarantor in favor of Mortgagee with respect to the Reimbursement Agreement, the Mortgage Note or the Liabilities;

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(d) Mortgagor shall fail to observe or perform any of Mortgagor's covenants, agreements, or obligations under this Mortgage and Mortgagor shall fail to cure such within thirty (30) days after being served with written notice from Mortgagee unless such failure or neglect by its nature requires more than thirty (30) days to cure, in which case, Borrower shall have undertaken to cure such failure or neglect within such thirty (30) days and is constantly pursuing such cure with due diligence, and which such failure or neglect to have been cured, in all cases, within ninety (90) days from the date of service of the written notice;

(e) the occurrence of a Prohibited Transfer; or

(f) the Mortgaged Property or a substantial part thereof shall have been abandoned for thirty (30) consecutive days.

## 18. **Rights Upon Default.**

If any such Event of Default shall have occurred, then, to the extent permitted by applicable law, the following provisions shall apply:

(a) All sums secured hereby, including sums available to be drawn under the Letter of Credit which is the subject of the Reimbursement Agreement, shall, at the option of Mortgagee, become immediately due and payable without presentment, demand or further notice.

(b) Mortgagee may take all actions authorized under applicable law or under any other agreement or instrument delivered by Mortgagor to Mortgagee including, without limitation, the Reimbursement Agreement.

(c) Mortgagee may (i) immediately foreclose this Mortgage; or (ii) if allowed under Illinois law at the time of such Default, immediately sell the Mortgaged Property either in whole or in separate parcels, as prescribed by Illinois law, under power of sale, which power is hereby granted to Mortgagee to the full extent permitted by Illinois law, and thereupon, to make and execute to any purchaser(s) thereof deeds of conveyance pursuant to applicable law.

(d) If a suit is brought to foreclose this Mortgage, the court in which any proceeding is pending for the purpose of foreclosure of this Mortgage may, at once or at any time thereafter, either before or after sale, without notice and without requiring bond, and without regard to the solvency or insolvency of any person liable for payment of the Liabilities secured hereby, and without regard to the value of the Mortgaged Property or the occupancy thereof as a homestead, appoint Mortgagee as a mortgagee-in-possession or appoint a receiver (*the provisions for the appointment of a receiver or mortgagee-in possession being an express condition upon which the loan hereby secured is made*) for the benefit of Mortgagee with power to collect the rents, issues and profits of the Mortgaged Property, due and to become due, during such foreclosure suit and to do all other things allowed under applicable law.

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(e) Mortgagee shall, at its option, have the right, acting through its agents or attorneys, either with or without process of law, forcibly or otherwise, to enter upon and take possession of the Mortgaged Property, expel and remove any persons, goods, or chattels occupying or upon the same, to collect or receive all the rents, issues and profits thereof and to manage and control the same, and to lease the same or any part hereof, from time to time, and after deducting all reasonable attorneys' fees and expenses, and all reasonable expenses incurred in the protection, care, maintenance, management and operation of the Mortgaged Property, apply the remaining net income upon the Liabilities or other sums secured hereby or upon any deficiency decree entered in any foreclosure proceedings.

(f) Mortgagee or its duly authorized agent shall have the right to enter upon the Mortgaged Property to inspect, appraise and/or conduct any environmental assessments of the Mortgaged Property which Mortgagee, in its sole discretion, deems necessary. All expenses incurred by Mortgagee in connection with any inspections, appraisals or environmental assessments done pursuant hereto shall be additional Liabilities secured hereby and shall become immediately due and payable without notice and shall bear interest at the Default Rate set forth in the Reimbursement Agreement until paid to Mortgagee in full. Nothing contained in this paragraph 18(f) shall create an affirmative duty on the part of Mortgagee, or otherwise bind Mortgagee in any respect, to conduct any such inspection, appraisal or environmental assessment.

(g) If more than one property, lot or parcel is covered by this Mortgage, and if this Mortgage is foreclosed upon, or judgment is entered upon any of the Liabilities, or if Mortgagee exercises its power of sale, execution may be made upon or Mortgagee may exercise its power of sale against any one or more of the properties, lots or parcels and not upon the others, or upon all of such properties or parcels, either together or separately, and at different times or at the same time, and execution sales or sales by advertisement may likewise be conducted separately or concurrently, in each case at Mortgagee's election.

(h) In the event of a foreclosure of this Mortgage, the Liabilities then due the Mortgagee shall not be merged into any decree of foreclosure entered by the court, and Mortgagee may concurrently or subsequently seek to foreclose one or more mortgages which also secure said Liabilities.

## 19. **Foreclosure.**

In any foreclosure of this Mortgage by action, or any sale of the Mortgaged Property by advertisement, there shall be allowed (*and included in the decree for sale in the event of a foreclosure by action*), to be paid out of the rents or the proceeds of such foreclosure proceeding or sale:

(a) all of the Liabilities and other sums secured hereby which then remain unpaid;



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(b) all other items advanced or paid by Mortgagee pursuant to this Mortgage, the Assignment or the Environmental Indemnity, with interest thereon at the Interest Rate from the date of advancement; and

(c) all court costs, attorneys' and paralegals' fees and expenses, appraiser's fees, advertising costs, notice expenses, expenditures for documentary and expert evidence, stenographer's charges, publication costs, and costs (*which may be estimated as to items to be expended after entry of the decree*) of procuring all abstracts of title, title searches and examinations, title guarantees, title insurance policies, Torrens certificates and similar data with respect to title which Mortgagee may deem necessary. All such expense shall become additional Liabilities secured hereby and immediately due and payable, with interest thereon at the Interest Rate (*as defined in the Reimbursement Agreement*), when paid or incurred by Mortgagee in connection with any proceedings, including but not limited to probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant, or defendant, by reason of this Mortgage or any indebtedness hereby secured or in connection with the preparations for the commencement of any suit for the foreclosures, whether or not actually commenced, or sale by advertisement. The proceeds of any sale (*whether through a foreclosure proceeding or Mortgagee's exercise of the power of sale*) shall be distributed and applied to the items described in (a), (b) and (c) of this paragraph, or may be held by Mortgagee as additional security for the payment of draws yet to occur under the Letter of Credit, as Mortgagee may in its sole discretion determine, and any surplus of the proceeds of such sale shall be paid to Mortgagor.

## 20. **Rights Cumulative.**

Each remedy or right of Mortgagee shall not be exclusive of but shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall constitute a waiver of default or constitute acquiescence therein, nor shall it affect any subsequent default of the same or different nature.

## 21. **Execution of Additional Documents.**

Mortgagor agrees that, upon written request of Mortgagee from time to time, it will execute, acknowledge and deliver all additional instruments and further assurances of title and will do or cause to be done all further acts and things as may reasonably be necessary to fully effectuate the intent of this Mortgage.

## 22. **WAIVER OF RIGHT OF REDEMPTION.**

MORTGAGOR REPRESENTS THAT IT HAS BEEN AUTHORIZED TO, AND MORTGAGOR DOES HEREBY, WAIVE (*TO THE FULL EXTENT PERMITTED UNDER ILLINOIS LAW*) ANY AND ALL STATUTORY OR EQUITABLE RIGHTS OF REDEMPTION, FOR REINSTATEMENT OR ANY OTHER RIGHT UNDER ANY "MORATORIUM LAW" ON BEHALF OF MORTGAGOR AND EACH AND EVERY PERSON, EXCEPT DECREE OR

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JUDGMENT CREDITORS OF MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PROPERTY SUBSEQUENT TO THE DATE HEREOF.

23. **Representation of Title.**

At the time of the delivery of this Mortgage, the Mortgagor is well seized of an indefeasible estate in fee simple in the portion of the Mortgaged Property which constitutes real property and owns good title to the portion of the Mortgaged Property which constitutes personal property and has good right, full power and lawful authority to convey and mortgage and grant a security interest in the same, in the manner and form aforesaid; that the same is free and clear of all liens, charges, easements, covenants, conditions, restrictions and encumbrances whatsoever (*except as may be agreed to in advance by Mortgagee*), and that, Mortgagor shall and will forever defend the title to the Mortgaged Property against the claims of all persons whatsoever.

24. **Future Advances.**

At all times, regardless of whether any loan proceeds have been disbursed or advances made under the Letter of Credit, this Mortgage shall secure as part of the Liabilities the payment of any and all loan commissions, service charges, liquidated damages, attorneys' fees, paralegals' fees, expenses and advances due to or incurred by Mortgagee in connection with the Liabilities, all in accordance with the Mortgage, and any other security documents.

25. **Non-Marshalling Provision.**

Mortgagor hereby agrees that Mortgagee shall have no obligation to marshal any collateral which secures the Liabilities.

26. **Miscellaneous.**

(a) Mortgagor agrees that, without affecting the liability of any person for payment of the Liabilities or affecting the lien of this Mortgage upon the Mortgaged Property or any part thereof (*other than persons or property explicitly released as a result of the exercise by Mortgagee of its rights and privileges hereunder*), Mortgagee may at any time and from time to time, without notice to any person liable for payment of any Liabilities secured hereby, extend the time, or agree to alter the terms of payment of the Liabilities.

(b) Mortgagor agrees that this Mortgage is to be construed and governed by the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

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(c) Upon full payment of all sums secured hereby or upon application on the Liabilities of the proceeds of any sale of the Mortgaged Property in accordance with the provisions of this Mortgage, at the time and in the manner provided, this conveyance shall be null and void and, upon demand therefore following such payment, a satisfaction of mortgage shall be provided by Mortgagee to Mortgagor.

(d) This Mortgage shall be binding upon the Mortgagor and upon the successors, assigns and vendees of the Mortgagor and shall inure to the benefit of the Mortgagee's successors and assigns. All references herein to the Mortgagor and to the Mortgagee shall be deemed to include their successors and assigns. Mortgagor's successors and assigns shall include, without limitation, a receiver, trustee or debtor in possession of or for Mortgagor. Further, the term "Reimbursement Agreement" or "Mortgage Note" as used herein shall also be read to refer to any note or other agreements executed in renewal, substitution, amendment or replacement of either of the foregoing.

(e) Time is of the essence of this Mortgage, and any other document or instrument evidencing or securing the Liabilities.

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(f) All notices, demands, consents, requests, approvals, undertakings or other instruments required or permitted to be given in connection with this Mortgage shall be in writing and shall be hand delivered or sent by United States registered or certified mail, return receipt requested, addressed to the address shown on page one hereof (or such other address as specified by either party in writing) and shall be deemed served on the date hand delivered or two days after mailing the notice if served by registered or certified mail.

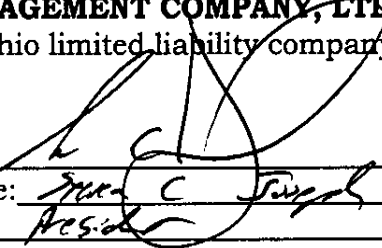
(g) No modification, waiver, estoppel, amendment, discharge or change of this Mortgage or any related instrument shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, estoppel, amendment, discharge or change is sought.

(h) TO INDUCE MORTGAGEE TO ACCEPT THIS MORTGAGE, MORTGAGOR IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS MORTGAGE SHALL BE LITIGATED ONLY IN COURTS HAVING SITUS WITHIN THE COUNTY OF COOK, STATE OF ILLINOIS. MORTGAGOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID COUNTY AND STATE AND HEREBY WAIVES ANY OBJECTION IT MAY HAVE BASED ON IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY PROCEEDING BROUGHT AGAINST MORTGAGOR BY MORTGAGEE IN ACCORDANCE WITH THIS PARAGRAPH.

(i) MORTGAGOR AND MORTGAGEE IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS MORTGAGE OR ANY AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS MORTGAGE OR ANY SUCH AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

**IN WITNESS WHEREOF**, this instrument is executed by Mortgagor as of the date and year first above written.

**SOUTH CHICAGO PROPERTY  
MANAGEMENT COMPANY, LTD.**  
an Ohio limited liability company

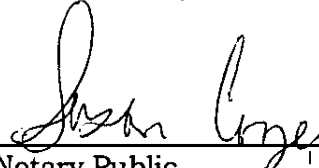
By:   
Name: Gary C. Joseph  
Title: Resident

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STATE OF OHIO            )  
                                  )  
COUNTY OF CUYAHOGA    )        SS

I, the undersigned, a Notary Public, in and for the above County and State, do hereby certify that Steven C. Joseph, the President of South Chicago Property Management Company, Ltd., an Ohio limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged before me that he signed and delivered the said instrument in his capacity as President of South Chicago Property Management Company, Ltd., and as a free and voluntary act, for the uses and purposes therein set forth.

**GIVEN** under my hand and Notarial Seal, this 2<sup>nd</sup> day of January, 2001.

  
\_\_\_\_\_  
Notary Public

**SUSAN COOPER**  
Notary Public, State of Ohio  
My Commission Expires Mar. 27, 2005

Property of Cook County Clerk's Office

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## EXHIBIT A LEGAL DESCRIPTION

COMMONLY KNOWN AS: 11610 South Avenue O  
Chicago, IL 60617

LEGAL DESCRIPTION: [SEE ATTACHED]

PERMANENT INDEX NUMBER: 26-19-102-016  
26-19-102-018  
26-19-200-014  
26-19-200-018  
26-19-200-021  
26-19-201-008  
26-19-201-009  
26-19-201-011  
26-19-201-014  
26-19-201-015  
26-19-201-017  
26-19-301-007  
26-19-401-003  
26-19-401-007  
26-19-501-002

COMMONLY KNOWN AS: 11401 South Green Bay Avenue  
Chicago, IL 60617

LEGAL DESCRIPTION: [SEE ATTACHED]

PERMANENT INDEX NUMBER: 26-19-200-010  
26-19-200-017  
26-19-200-033

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY CHANNEL LINE OF THE CALUMET RIVER, AS ESTABLISHED BY SURVEY OF THE UNITED STATES ENGINEER'S OFFICE, WAR DEPARTMENT (AS SHOWN ON SHEET NUMBER 6 DATED MARCH 1939 AND SHEET NUMBER 7 DATED MARCH 1938) TITLED CONTROL SURVEY CALUMET RIVER AND THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE AFORESAID EASTERLY CHANNEL LINE OF SAID CALUMET RIVER, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF EAST 111TH STREET (NOW VACATED) AND THE WEST LINE OF SOUTH BURLEY AVENUE; THENCE SOUTH 00 DEGREES 23 MINUTES 09 SECONDS WEST ON THE WEST LINE OF SOUTH BURLEY AVENUE, 1952.08 FEET TO A POINT 33 FEET NORTH OF THE SOUTH LINE OF SECTION 18; THENCE SOUTH 00 DEGREES 23 MINUTES 40 SECONDS WEST, 1309.63 FEET TO A MONUMENT; THENCE SOUTH 60 DEGREES 55 MINUTES 26 SECONDS WEST, A DISTANCE OF 133.70 FEET TO A POINT, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF THE 116.40 FOOT WIDE RIGHT OF WAY OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD; THENCE NORTH 00 DEGREES 23 MINUTES 40 SECONDS EAST ON THE WEST LINE OF SAID RAILROAD, 17.23 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 60 DEGREES 55 MINUTES 26 SECONDS WEST, 1743.09 FEET; THENCE SOUTH 85 DEGREES 03 MINUTES 18 SECONDS WEST, 173.49 FEET TO A POINT ON THE EASTERLY CHANNEL LINE OF THE CALUMET RIVER, ESTABLISHED AS AFORESAID; THENCE NORTH 6 DEGREES 43 MINUTES 53 SECONDS WEST, 139.55 FEET; THENCE NORTH 60 DEGREES 55 MINUTES 26 SECONDS EAST, 1584.98 FEET TO A POINT ON A LINE 1283.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 19; THENCE SOUTH 89 DEGREES 14 MINUTES 15 SECONDS EAST ON THE LAST DESCRIBED LINE 327.70 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID RAILROAD; THENCE SOUTH 00 DEGREES 23 MINUTES 40 SECONDS WEST ON THE WEST LINE OF SAID RAILROAD 42.44 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.  
CONTAINING 351,860 SQUARE FEET = 8.078 ACRES

PARCEL 1A:

THAT PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY CHANNEL LINE OF THE CALUMET RIVER, AS ESTABLISHED BY SURVEY OF THE UNITED STATES ENGINEER'S OFFICE, WAR DEPARTMENT (AS SHOWN ON SHEET NUMBER 6 DATED MARCH, 1939 AND SHEET NUMBER 7 DATED MARCH, 1938), TITLED CONTROL SURVEY CALUMET RIVER, AND THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE AFORESAID EASTERLY CHANNEL LINE OF SAID CALUMET RIVER, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF EAST 111TH STREET (NOW

VACATED) AND THE WEST LINE OF SOUTH BURLEY AVENUE; THENCE SOUTH 0 DEGREES 23 MINUTES 09 SECONDS WEST ON THE WEST LINE OF SOUTH BURLEY AVENUE, 1952.08 FEET TO A POINT 33 FEET NORTH OF THE SOUTH LINE OF SECTION 18; THENCE SOUTH 0 DEGREES 23 MINUTES 40 SECONDS WEST, 1309.13 FEET TO A MONUMENT; THENCE SOUTH 60 DEGREES 55 MINUTES 26 SECONDS WEST, A DISTANCE OF 133.70 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF THE 116.40 FOOT WIDE RIGHT OF WAY OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD; THENCE CONTINUING SOUTH 60 DEGREES 55 MINUTES 26 SECONDS WEST, 1928.26 FEET TO A POINT ON THE EASTERLY CHANNEL LINE OF THE CALUMET RIVER, ESTABLISHED AS AFORESAID; THENCE NORTH 6 DEGREES 43 MINUTES 53 SECONDS WEST ALONG SAID EASTERLY CHANNEL LINE OF SAID CALUMET RIVER, 92.90 FEET TO A POINT; THENCE NORTH 85 DEGREES 03 MINUTES 18 SECONDS EAST, 173.49 FEET TO A POINT ON A LINE 15 FEET NORTHWEST OF AND PARALLEL TO THE PREVIOUSLY DESCRIBED LINE DESCRIBED AS SOUTH 60 DEGREES 55 MINUTES 26 SECONDS WEST; THENCE NORTH 60 DEGREES 55 MINUTES 26 SECONDS EAST ON SAID PARALLEL LINE 1743.09 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID RAILROAD; THENCE SOUTH 0 DEGREES 23 MINUTES 40 SECONDS WEST ON THE WEST LINE OF SAID RAILROAD, 17.23 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 9:

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY CHANNEL LINE OF THE NEW CHANNEL OF THE CALUMET RIVER AS ESTABLISHED BY THE UNITED STATES GOVERNMENT AND NORTH OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19 AND WEST OF THE CENTER LINE OF A STRIP OF LAND DESIGNATED ON THE PLAT OF FRISBIES ADDITION TO CARONDOLET AVENUE (NOW VACATED) BEING THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19 (EXCEPT THAT PART NORTHERLY OF A LINE DESCRIBED AS FOLLOWS:: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF EAST 111TH STREET (NOW VACATED) AND THE WEST LINE OF SOUTH BURLEY AVENUE; THENCE SOUTH 00 DEGREES 21 MINUTES 13 SECONDS WEST ON THE WEST LINE OF SOUTH BURLEY AVENUE, 1952.08 FEET TO A POINT 33 FEET NORTH OF THE SOUTH LINE OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 00 DEGREES 21 MINUTES 44 SECONDS WEST 1309.13 FEET TO A MONUMENT BEING THE POINT OF BEGINNING OF SAID LINE; THENCE SOUTH 60 DEGREES 53 MINUTES 30 SECONDS WEST TO A POINT ON THE EASTERLY CHANNEL LINE OF SAID CALUMET RIVER, IN COOK COUNTY, ILLINOIS

PARCEL 10:

ALL OF BLOCKS 3 TO 10, BOTH INCLUSIVE, INCLUDING ALL OF THE STREETS AND ALLEYS ADJOINING AND ACCRUING TO SAID BLOCKS, IN INDIAN RIDGE, BEING A SUBDIVISION OF 40 ACRES IN THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1869 AS DOCUMENT 26596 (EXCEPTING FROM SAID PREMISES THAT PART LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF EAST 111TH STREET, NOW VACATED, AND THE WEST LINE OF SOUTH BURLEY AVENUE; THENCE SOUTH 00 DEGREES 21 MINUTES 13 SECONDS WEST ON THE WEST LINE OF SOUTH BURLEY AVENUE, 1952.08 FEET TO A POINT 33 FEET NORTH OF THE SOUTH LINE OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE SOUTH 00 DEGREES 21 MINUTES 44 SECONDS WEST 1309.13 FEET



TO A MONUMENT BEING THE POINT OF BEGINNING OF SAID LINE; THENCE SOUTH 60 DEGREES 53 MINUTES 30 SECONDS WEST TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 19 AFORESAID; ALSO, EXCEPT THAT PART CONVEYED TO THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY BY DEED RECORDED JUNE 29, 1945 AS DOCUMENT NUMBER 13540700 AND DESCRIBED AS FOLLOWS:

THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND THAT PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:, TO WIT:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 28.60 FEET OF SOUTH BURLEY AVENUE (NOW VACATED) NORTH OF 118TH STREET WITH A LINE 1683.0 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SECTION 19 AFORESAID; THENCE SOUTH 00 DEGREES 00 MINUTES 33 SECONDS WEST ALONG THE EAST LINE OF THE WEST 28.60 FEET OF SAID SOUTH BURLEY AVENUE (NOW VACATED) 965.74 FEET TO A POINT ON THE EAST-WEST CENTER LINE OF SECTION 19 AFORESAID; THENCE NORTH 89 DEGREES 09 MINUTES 57 SECONDS WEST ALONG SAID EAST-WEST CENTER LINE OF SECTION 19, 0.93 FEET TO THE INTERSECTION OF THE WEST LINE OF SOUTH BURLEY AVENUE (SOUTH OF 118TH STREET) WITH SAID CENTER LINE OF SECTION 19; THENCE SOUTH 00 DEGREES 23 MINUTES 09 SECONDS EAST 371.98 FEET ALONG THE WEST LINE OF SOUTH BURLEY AVENUE (SOUTH OF EAST 118TH STREET) TO A POINT, SAID POINT BEING ALSO ON THE EASTERLY RIGHT OF WAY LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY, WHICH RIGHT OF WAY LINE FROM THE LAST DESCRIBED POINT SOUTH IS COINCIDENTAL WITH SAID WEST LINE OF SOUTH BURLEY AVENUE; THENCE NORTHWESTERLY ALONG A CURVED LINE OF RADIUS OF 1960.08 FEET, CONVEX TO THE NORTH EAST AN ARC DISTANCE OF 375.02 FEET TO A POINT ON THE EAST-WEST CENTER LINE OF SECTION 19 AFORESAID (SAID CURVED LINE BEING THE EASTERLY LINE OF THE TRACT OF LAND CONVEYED TO THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY BY DOCUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON OCTOBER 6, 1919 AS DOCUMENT NUMBER 6639376); THENCE CONTINUING NORTHWESTERLY ALONG A CURVED LINE OF RADIUS OF 1960.08 FEET CONVEX TO THE NORTHEAST AN ARC DISTANCE OF 235.74 FEET TO A POINT OF TANGENT; THENCE NORTH 18 DEGREES 14 MINUTES 21 SECONDS WEST TANGENTIAL TO THE LAST DESCRIBED CURVED LINE 12.84 FEET TO A POINT, WHICH POINT IS 100.93 FEET WEST MEASURED AT RIGHT ANGLES FROM THE EAST LINE OF THE WEST 28.60 FEET OF SOUTH BURLEY AVENUE (NORTH OF 118TH STREET); THENCE NORTH 00 DEGREES 00 MINUTES 33 SECONDS EAST 726.52 FEET TO A POINT ON A LINE 1683.0 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SECTION 19 AFORESAID; THENCE NORTH 89 DEGREES 16 MINUTES 08 SECONDS WEST ALONG SAID LINE 1683.0 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SECTION 19 AFORESAID, 15.47 FEET TO A POINT; THENCE NORTH 00 DEGREES 21 MINUTES 44 SECONDS WEST 340.27 FEET TO A POINT; THENCE NORTH 60 DEGREES 53 MINUTES 30 SECONDS EAST 133.70 FEET TO A MONUMENT; THENCE SOUTH 00 DEGREES 21 MINUTES 44 SECONDS WEST 406.80 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS

**PARCEL 11**

THAT PART OF THE NORTH 1204.34 FEET OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY CHANNEL LINE OF THE CALUMET RIVER AS ESTABLISHED BY SURVEY OF THE UNITED STATES ENGINEER'S OFFICE WAR DEPARTMENT (AS SHOWN ON SHEET NUMBER 6 DATED MARCH 1939 AND SHEETS NUMBER 7 AND 8 DATED MARCH 1938), TITLED CONTROL SURVEY CALUMET RIVER, LYING WESTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF THAT PART OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD RIGHT-OF-WAY LYING IN THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 19 SAID WESTERLY RIGHT-OF-WAY LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL

MERIDIAN, SAID POINT BEING 1192.98 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE NORTH 00 DEGREES 21 MINUTES 45 SECONDS WEST ON A LINE 100.00 FEET WEST OF AND PARALLEL WITH THE WESTERLY LINE OF THE 66.00 FOOT STREET DEDICATED BY PLAT FILED FOR RECORD IN THE RECORDER'S OFFICE JULY 2, 1897 AS DOCUMENT NUMBER 2559611, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINING; THENCE CONTINUING NORTH 00 DEGREES 21 MINUTES 45 SECONDS WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD A DISTANCE OF 2612.22 FEET TO THE NORTH LINE OF THE SOUTHEAST FRACTIONAL 1/4 OF SAID SECTION 19, SAID POINT BEING ON A LINE 100.93 FEET WEST OF THE EAST LINE OF THE WEST 28.60 FEET OF SOUTH BURLEY AVENUE (NOW VACATED), LYING IN THE NORTHEAST 1/4 OF SAID SECTION 19, (EXCEPTING THAT PART LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE POINT OF INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 19, THENCE SOUTH 00 DEGREES 21 MINUTES 45 SECONDS EAST TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD, ABOVE DESCRIBED, A DISTANCE OF 331.55 FEET TO A POINT OF BEGINNING; THENCE SOUTH 60 DEGREES 17 MINUTES 38 SECONDS WEST, A DISTANCE OF 1248.12 FEET TO A POINT; THENCE NORTH 72 DEGREES 13 MINUTES 18 SECONDS WEST A DISTANCE OF 111.05 FEET TO A POINT; THENCE SOUTH 60 DEGREES 38 MINUTES 23 SECONDS WEST A DISTANCE OF 382.20 FEET TO A POINT, SAID POINT BEING ON A LINE 78.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTH 1204.34 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 19; THENCE NORTH 89 DEGREES 08 MINUTES 10 SECONDS WEST ON THE LAST DESCRIBED LINE A DISTANCE OF 287.95 FEET TO THE EASTERLY CHANNEL LINE OF THE CALUMET RIVER (DESCRIBED ABOVE) (EXCEPTING FROM THE ABOVE DESCRIBED PARCEL THE EAST 39.0 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

**PARCEL 11A**

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF AND ADJOINING THAT PART OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD RIGHT-OF-WAY LYING IN THE SOUTHEAST 1/4 OF SECTION 19 SAID WESTERLY RIGHT-OF-WAY LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT BEING 1192.98 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID FRACTIONAL 1/4 SECTION 19; THENCE NORTH 00 DEGREES 21 MINUTES 45 SECONDS WEST ON A LINE 100.00 FEET WEST OF AND PARALLEL WITH THE WESTERLY LINE OF THE 66.00 FOOT STREET DEDICATED BY PLAT, FILED FOR RECORD IN THE RECORDER'S OFFICE JULY 2, 1897 AS DOCUMENT NUMBER 2559611, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 21 MINUTES 45 SECONDS WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD A DISTANCE OF 2612.22 FEET TO THE NORTH LINE OF THE SOUTHEAST FRACTIONAL 1/4, SAID SECTION 19, SAID POINT BEING ON A LINE 100.93 FEET WEST OF THE EAST LINE OF THE WEST 28.60 FEET OF SOUTH BURLEY AVENUE (NOW VACATED), LYING IN THE NORTHEAST 1/4 OF SAID SECTION 19, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF A POINT 100.93 FEET WEST OF THE EAST LINE OF THE WEST 28.60 FEET OF SOUTH BURLEY AVENUE (NOW VACATED) WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 21 MINUTES 45 SECONDS EAST ON THE ABOVE DESCRIBED LINE A DISTANCE OF 331.55 FEET TO A POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED SWITCH TRACK EASEMENT; THENCE CONTINUING SOUTH 00 DEGREES 21 MINUTES 45 SECONDS EAST, A DISTANCE OF 1535.07 FEET TO A POINT; THENCE SOUTH 89 DEGREES 38 MINUTES 15 SECONDS WEST A DISTANCE OF 68.0 FEET TO A POINT; THENCE NORTH 00 DEGREES 21 MINUTES 45 SECONDS WEST A DISTANCE OF 663.46 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH

1204.34 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 19, THENCE SOUTH 89 DEGREES 08 MINUTES 10 SECONDS EAST ON THE LAST DESCRIBED LINE A DISTANCE OF 28.99 FEET TO A POINT ON A LINE 39.0 FEET WEST OF AND PARALLEL TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH CHICAGO AND SOUTHERN RAILROAD; THENCE NORTH 00 DEGREES 21 MINUTES 45 SECONDS WEST ON THE LAST DESCRIBED LINE, A DISTANCE OF 850.31 FEET TO A POINT; THENCE NORTH 60 DEGREES 17 MINUTES 38 SECONDS EAST, A DISTANCE OF 44.74 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 15A:

THAT PART OF SOUTH CHICAGO AND SOUTHERN RAILROAD RIGHT OF WAY LYING IN THE EAST 1/2 OF FRACTIONAL SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT IS AT 1192.98 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTH EAST 1/4 OF SAID FRACTIONAL QUARTER SECTION, THENCE NORTH 00 DEGREES 22 MINUTES 55 SECONDS WEST ON A LINE 100.00 FEET WEST OF AND PARALLEL WITH THE WESTERLY LINE OF THE 66.00 FOOT STREET DEDICATED BY PLAT FILED FOR RECORD IN THE RECORDER'S OFFICE JULY 2, 1897 AS DOCUMENT NUMBER 2559611, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 22 MINUTES 55 SECONDS WEST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 2612.22 FEET TO THE NORTH LINE OF THE SOUTHEAST FRACTIONAL QUARTER OF SAID SECTION 19, SAID POINT BEING ON A LINE 100.93 FEET WEST OF THE EAST LINE OF THE WEST 28.60 FEET OF SOUTH BURLEY AVENUE (NOW VACATED), THENCE NORTH 0 DEGREES 00 MINUTES 41 SECONDS EAST ON A LINE WHICH IS 100.93 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 28.60 FEET OF BURLEY AVENUE, (NOW VACATED), A DISTANCE OF 965.57 FEET TO A POINT ON A LINE WHICH IS 1683.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST FRACTIONAL QUARTER OF SAID SECTION 19; THENCE NORTH 89 DEGREES 16 MINUTES 08 SECONDS WEST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 15.47 FEET TO A POINT; THENCE NORTH 00 DEGREES 21 MINUTES 44 SECONDS EAST A DISTANCE OF 75.00 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ON A CURVED LINE, HAVING A RADIUS OF 992.93 FEET CONVEX TO THE SOUTHEAST, HAVING A CHORD BEARING OF NORTH 10 DEGREES 35 MINUTES 53 SECONDS EAST AND A CHORD DISTANCE OF 355.29 FEET AN ARC DISTANCE OF 357.21 FEET TO A POINT OF TANGENT; THENCE NORTH 00 DEGREES 17 MINUTES 31 SECONDS EAST TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 22.00 FEET TO A POINT ON A LINE WHICH IS 1236.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST FRACTIONAL QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 16 MINUTES 08 SECONDS EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 22.50 FEET TO A POINT 7.0 FEET WEST OF THE CENTER LINE OF AN EXISTING TRACK; THENCE SOUTH 0 DEGREES 17 MINUTES 31 SECONDS WEST ON A LINE 7.00 FEET WEST OF AND PARALLEL WITH THE CENTER LINE OF AN EXISTING TRACK (SAID TRACK BEING THE MOST EASTERLY TRACK), A DISTANCE OF 447.00 FEET TO A POINT ON A LINE WHICH IS 1683.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 19; THENCE SOUTH 0 DEGREES 24 MINUTES 19 SECONDS EAST A DISTANCE OF 965.72 FEET ON A LINE 7.00 FEET WEST OF AND PARALLEL WITH THE CENTER LINE OF THE MOST EASTERLY TRACK TO A POINT ON THE EAST-WEST CENTER LINE OF SAID SECTION 19; THENCE SOUTH 0 DEGREES 23 MINUTES 35 SECONDS EAST A DISTANCE OF 2612.60 FEET TO A POINT ON A LINE 33.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 19 AND 7.0 FEET WEST OF THE CENTER LINE OF AN EXISTING TRACK; THENCE NORTH 88 DEGREES 53 MINUTES 30 SECONDS WEST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 78.32 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THAT PART OF SAID

RAILROAD BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF A LINE WHICH IS 1283.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 19 AND THE EAST LINE OF THE HERETOFORE DESCRIBED PARCEL, SAID POINT BEING ON A LINE 7.0 FEET WEST OF AND PARALLEL WITH THE CENTER LINE OF AN EXISTING TRACK; THENCE NORTH 89 DEGREES 14 MINUTES 15 SECONDS WEST ON SAID LINE 1283.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 19, 11.41 FEET TO A POINT ON A LINE 15.00 FEET NORTHWEST OF AND PARALLEL WITH THE SOUTHERLY LINE OF PROPERTY CONVEYED AS PARCEL "A" BY REPUBLIC STEEL CORPORATION TO DEFENSE PLANT CORPORATION BY DEED DATED FEBRUARY 17, 1943 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 13047028; THENCE SOUTH 60 DEGREES 55 MINUTES 26 SECONDS WEST ON SAID LINE 15.0 FEET NORTHWEST OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID PARCEL "A", 13.31 FEET TO A POINT ON A CURVED LINE BEING THE WESTERLY LINE OF THE HERETOFORE DESCRIBED PARCEL; THENCE NORTHERLY ON SAID WESTERLY LINE BEING A CURVED LINE CONVEX TO THE EAST, HAVING A RADIUS OF 992.93 FEET, A CHORD BEARING OF NORTH 1 DEGREE 14 MINUTES 11 SECONDS EAST, A CHORD DISTANCE OF 31.61 FEET, AN ARC DISTANCE OF 31.62 FEET TO A POINT OF TANGENT; THENCE NORTH 0 DEGREES 19 MINUTES 47 SECONDS EAST TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 22.0 FEET, (SAID TANGENT LINE BEING COMMON WITH THE HERETOFORE DESCRIBED TANGENT LINE DESCRIBED AS NORTH 0 DEGREES 17 MINUTES 31 SECONDS EAST AND A DISTANCE OF 22.0 FEET), (THE FOLLOWING TWO COURSES BEING COMMON WITH THE HERETOFORE DESCRIBED LINES AND DISTANCES) TO A POINT ON A LINE WHICH IS 1236.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST FRACTIONAL 1/4 OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 14 MINUTES 15 SECONDS EAST ON THE LAST DESCRIBED LINE, 22.50 FEET TO A POINT 7.0 FEET WEST OF THE CENTER LINE OF AN EXISTING TRACK; THENCE SOUTH 0 DEGREES 19 MINUTES 24 SECONDS WEST ON A LINE 7.0 FEET WEST OF AND PARALLEL WITH THE CENTER LINE OF AN EXISTING TRACK, 46.96 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS

**PARCEL 15B**

THAT PART OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD RIGHT-OF-WAY LYING IN THE EAST 1/2 OF FRACTIONAL SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF A LINE WHICH IS 1283.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 19 AND THE EAST LINE OF THAT PARCEL OF LAND QUIT CLAIMED BY CONSOLIDATED RAIL CORPORATION TO REPUBLIC STEEL CORPORATION BY INSTRUMENT RECORDED JANUARY 27, 1981 AS DOCUMENT NUMBER 25752213, SAID POINT BEING ON A LINE 7.0 FEET WEST OF AND PARALLEL WITH THE CENTERLINE OF AN EXISTING TRACK; THENCE NORTH 89 DEGREES 14 MINUTES 15 SECONDS WEST ON SAID LINE 1283.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 19, 11.41 FEET TO THE POINT OF BEGINNING SAID POINT BEING A POINT ON A LINE 15.00 FEET NORTHWEST OF AND PARALLEL WITH THE SOUTHERLY LINE OF PROPERTY CONVEYED AS PARCEL "A" BY REPUBLIC STEEL CORPORATION TO DEFENSE PLANT CORPORATION BY DEED DATED FEBRUARY 17, 1943 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 13047028; THENCE SOUTH 60 DEGREES 55 MINUTES 26 SECONDS WEST ON SAID LINE 15.0 FEET NORTHWEST OF AND PARALLEL WITH SOUTHERLY LINE OF SAID PARCEL "A", 13.31 FEET TO A POINT ON A CURVED LINE BEING THE WESTERLY LINE OF SAID DOCUMENT NUMBER 25752213; THENCE NORTHERLY ON SAID WESTERLY LINE BEING A CURVED LINE CONVEX TO THE EAST, HAVING A RADIUS OF 992.93, A CHORD BEARING OF NORTH 1 DEGREE 57 MINUTES 27 SECONDS EAST, A CHORD DISTANCE OF 6.62 AND ARC DISTANCE OF 6.62 FEET TO A

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POINT ON A LINE WHICH IS 1283.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 19, THENCE SOUTH 89 DEGREES 14 MINUTES 15 SECONDS EAST ON THE LAST DESCRIBED LINE 11.40 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

CONTAINING 38 SQUARE FEET = 0.001 ACRES

## PARCEL 29A

THAT PART OF LOT 7 IN THE DIVISION OF THE NORTH 102 ACRES OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE WEST RIGHT OF WAY LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD AS PER DEED DATED JUNE 2, 1945 AS PER DOCUMENT NUMBER 13450700 IN COOK COUNTY, ILLINOIS, AND (EXCEPT THAT PART OF SAID LOT LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 19 WITH THE NORTH LINE OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 07 MINUTES 24 SECONDS WEST ALONG SAID EAST LINE 1254.27 FEET TO A POINT; THENCE SOUTH 60 DEGREES 53 MINUTES 30 SECONDS WEST 44.07 FEET TO A MONUMENT WHICH IS 1276.13 FEET SOUTH OF THE NORTH LINE OF SECTION 19 AFORESAID AND WHICH IS THE POINT OF BEGINNING OF THE LINE HEREINBEFORE REFERRED TO; THENCE CONTINUING SOUTH 60 DEGREES 53 MINUTES 30 SECONDS WEST 1462.86 FEET TO A POINT ON THE NORTH - SOUTH CENTER LINE OF SAID SECTION 19 WHICH POINT IS THE SOUTHWESTERLY END OF THE LINE HEREINBEFORE REFERRED TO) IN COOK COUNTY, ILLINOIS.

## PARCEL 29B:

LOT 6 IN THE DIVISION OF THE NORTH 102 ACRES OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT FROM SAID LOT 6 THAT PART LYING EAST OF THE WEST LINE OF RAILROAD RIGHT OF WAY OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY CONVEYED BY DEED RECORDED JUNE 23, 1945 AS 13540700) AND (EXCEPT THAT PART LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF THE EAST 111TH STREET (NOW VACATED) AND THE WEST LINE OF SOUTH BURLEY AVENUE; THENCE SOUTH 00 DEGREES 21 MINUTES 13 SECONDS WEST ON THE WEST LINE OF SOUTH BURLEY AVENUE 1952.08 FEET TO A POINT 33 FEET NORTH OF THE SOUTH LINE OF SECTION 18; THENCE SOUTH 00 DEGREES 21 MINUTES 44 SECONDS WEST, 1309.13 FEET TO A MONUMENT AND THE POINT OF BEGINNING OF LINE TO BE DESCRIBED: THENCE SOUTH 60 DEGREES 53 MINUTES 30 SECONDS WEST, 2061.96 FEET TO A POINT ON THE EASTERLY CHANNEL LINE OF THE CALUMET RIVER AND THE SOUTHWESTERLY TERMINUS OF LINE DESCRIBED), IN COOK COUNTY, ILLINOIS

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5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 12

THAT PART OF LOT 6, LYING NORTH OF A LINE 1217.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 (EXCEPT THAT PART TAKEN FOR PUBLIC STREET) OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A TRACT:

THAT PART OF LOT 6 IN THE DIVISION OF THE NORTH 102 ACRES OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF SAID SECTION 19, AT THE NORTHEAST CORNER OF SAID LOT 6; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 6, 873.60 FEET TO A POINT ON THE EASTERLY LINE OF PROPERTY CONVEYED AS PARCEL "K" BY REPUBLIC STEEL CORPORATION TO DEFENSE PLANT CORPORATION BY DEED DATED FEBRUARY 17, 1943 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 13047028; THENCE SOUTH 00 DEGREES 21 MINUTES, 44 SECONDS WEST ALONG SAID EASTERLY LINE OF PARCEL "K" TO A POINT ON A LINE 1228.0 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 19, AFORESAID; THENCE WESTERLY ALONG SAID LINE 1228.0 FEET SOUTH OF THE NORTH LINE OF SECTION 19 AFORESAID; 245.0 FEET TO A POINT; THENCE SOUTH 00 DEGREES 21 MINUTES 44 SECONDS WEST 40 FEET TO A POINT ON A LINE 1268.0 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SECTION 19 AFORESAID; THENCE WESTERLY ALONG SAID LINE 1268.0 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 19 AFORESAID, 236.09 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF PROPERTY CONVEYED AS PARCEL "A" BY REPUBLIC STEEL CORPORATION TO DEFENSE PLANT CORPORATION BY DEED DATED FEBRUARY 17, 1943 RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 13047028; THENCE SOUTH 00 DEGREES 21 MINUTES 44 SECONDS WEST 167.5 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 6; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF LOT 6 TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 6, 247.50 FEET TO THE NORTHEAST CORNER THEREOF, THE PLACE OF BEGINNING, (EXCEPT THEREFROM WEST 32 FEET OF EAST 65 FEET THEREOF) ALL IN COOK COUNTY, ILLINOIS.

PARCEL 13:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 19 AND THE EASTERLY BOUNDARY LINE OF A PARCEL OF LAND CONVEYED BY DEFENSE PLANT CORPORATION TO SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY BY DEED DATED JUNE 2, 1945 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 13540700; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 19 SAID SECTION LINE ALSO BEING THE NORTH LINE OF LOT 2 IN THE COUNTY CLERK'S DIVISION OF LOTS 1, 2 AND 3 IN DIVISION OF THE NORTH 102 ACRES OF THE NORTHEAST 1/4 OF SAID SECTION, 252.09 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 IN COUNTY CLERK'S DIVISION; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 2 IN COUNTY CLERK'S DIVISION, 198.0 FEET TO A POINT IN THE NORTH LINE OF LOT 3 OF SAID COUNTY CLERK'S DIVISION OF LOTS 1, 2 AND 3; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 3 IN COUNTY CLERK'S DIVISION, 228.57 FEET TO A POINT; THENCE SOUTH 00 DEGREES

21 MINUTES 44 SECONDS WEST 1030.0 FEET TO A POINT; THENCE WESTERLY ALONG A LINE 1228 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 19, 245.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 21 MINUTES 44 SECONDS WEST 40.0 FEET TO A POINT; THENCE WESTERLY ALONG A LINE 1268.0 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 19, 236.09 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF THE PARCEL OF LAND CONVEYED BY DEFENSE PLANT CORPORATION TO SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY AS AFORESAID; THENCE NORTHERLY ALONG THE EASTERLY BOUNDARY LINE OF SAID PARCEL OF LAND CONVEYED BY DEFENSE PLANT CORPORATION TO SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY 1268.0 FEET MORE OR LESS TO THE PLACE OF BEGINNING

EXCEPTING, HOWEVER, FROM THE ABOVE DESCRIBED PREMISES THAT PART THEREOF LYING WITHIN LOTS 5 AND 6 IN THE DIVISION OF THE NORTH 102 ACRES OF THE NORTHEAST 1/4 OF SECTION 19 AFORESAID

**PARCEL 20**

THE EAST 363 FEET OF LOT 1 (EXCEPT THE NORTH 33 FEET OF THE WEST 217 FEET OF THE EAST 250 FEET OF SAID LOT 1, AND ALSO EXCEPT THE WEST 32 FEET OF THE EAST 65 FEET OF SAID LOT 1) IN THE COUNTY CLERK'S DIVISION OF LOTS 1, 2 AND 3 IN THE DIVISION OF THE NORTH 102 ACRES OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

THE EASTERLY PART OF LOT 3 IN COUNTY CLERK'S DIVISION OF LOTS 1, 2 AND 3 IN THE DIVISION OF THE NORTH 102 ACRES OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3, THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 3, 871.43 FEET TO A POINT (WHICH POINT IS THE NORTHERLY CORNER OF THE MOST EASTERLY LINE OF PROPERTY CONVEYED AS PARCEL "K" BY REPUBLIC STEEL CORPORATION TO DEFENSE PLANT CORPORATION BY DEED DATED FEBRUARY 17, 1943 RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 13047028), THENCE SOUTH 00 DEGREES 21 MINUTES 44 SECONDS WEST ALONG SAID EASTERLY LINE OF PARCEL "K" AS AFORESAID TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 3, THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 3 TO THE SOUTHEASTERLY CORNER THEREOF, THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 3, 264.0 FEET TO THE NORTHEAST CORNER THEREOF, THE PLACE OF BEGINNING (EXCEPTING THEREFROM THE WEST 32 FEET OF THE EAST 65 FEET) ALL IN COOK COUNTY, ILLINOIS

THE EASTERLY PART OF LOT 4 IN THE DIVISION OF THE NORTH 102 ACRES OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4, THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 4 TO A POINT ON THE EASTERLY LINE OF PROPERTY CONVEYED AS PARCEL "K" BY REPUBLIC STEEL CORPORATION TO DEFENSE PLANT CORPORATION BY DEED DATED FEBRUARY 17, 1943 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 13047028, THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID PARCEL "K" SOUTH 0 DEGREES 21 MINUTES 44 SECONDS WEST TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 4, THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 4 TO THE SOUTHEAST CORNER THEREOF, THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 4, 231.0 FEET TO THE NORTHEAST CORNER THEREOF, THE PLACE OF BEGINNING (EXCEPT THEREFROM THE WEST 32 FEET

OF THE EAST 65 FEET) ALL IN COOK COUNTY, ILLINOIS

LOT 5 IN THE DIVISION OF THE NORTH 102 ACRES OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF SAID LOT LYING WEST OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 5, 7.49 FEET EAST OF THE NORTHWEST CORNER THEREOF THENCE SOUTHERLY TO A POINT IN THE SOUTH LINE OF SAID LOT 5, 6.40 FEET EAST OF THE SOUTHWEST CORNER THEREOF (EXCEPTING THEREFROM THE WEST 32 FEET OF THE EAST 65 FEET) ALL IN COOK COUNTY, ILLINOIS.

PARCEL 26A:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 440 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH ON A LINE WHICH IS 440 FEET WEST OF THE EAST LINE OF SAID SECTION, 198 FEET, THENCE WEST 660 FEET, THENCE NORTH 198 FEET TO THE NORTH LINE OF SAID SECTION, THENCE EAST 660 FEET TO THE PLACE OF BEGINNING, OTHERWISE DESCRIBED AS FOLLOWS:

THE WEST 3/5THS OF LOT 1 IN COUNTY CLERK'S DIVISION OF LOTS 1, 2 AND 3 IN DIVISION OF THE NORTH 102 ACRES OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 26B:

THE WEST 77 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND: THE EAST 440 FEET OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4, THENCE SOUTH ON THE EAST LINE OF SAID SECTION 198 FEET; THENCE WEST 1100 FEET, THENCE NORTH 198 FEET TO THE NORTH LINE OF SAID SECTION; THENCE EAST 1100 FEET TO THE PLACE OF BEGINNING, OTHERWISE DESCRIBED AS THE EAST 440 FEET OF LOT 1 IN THE COUNTY CLERK'S DIVISION OF LOTS 1, 2 AND 3 IN THE DIVISION OF THE NORTH 102 ACRES OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS