

UNOFFICIAL COPY 0010428531

2334/0333 07 001 Page 1 of 13
2001-05-21 15:32:35
Cook County Recorder 45.00



Property of Cook County Clerk's Office

ASSIGNMENT OF LEASES, RENTS AND GUARANTEE

from

D1 7900323
J Byrnes

LAKESIDE REAL ESTATE TRUST 2001, Assignor

to
THE CHASE MANHATTAN BANK, as Administrative Agent, Assignee

May 15, 2001

This Instrument was prepared by,
should be recorded
and then returned to:

Sasan S. Mehrara
Simpson Thacher & Bartlett
425 Lexington Avenue
New York, New York 10017
212-455-2783

Property Address
350 East Cermak Road
Chicago, Illinois

P.I.N.: 17-22-316-002-0000
17-22-316-003-0000
17-22-316-004-0000
17-22-322-003-0000

BOX 333-CTI

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11-11-11

UNOFFICIAL COPY

ASSIGNMENT OF LEASES, RENTS AND GUARANTEE

THIS ASSIGNMENT OF LEASES, RENTS AND GUARANTEE dated as of May 15, 2001 (this "Assignment"), made by LAKESIDE REAL ESTATE TRUST 2001, a Delaware business trust (the "Assignor"), to THE CHASE MANHATTAN BANK, a New York banking corporation, in its capacity as Administrative Agent (in such capacity, the "Assignee") for the benefit of various financial institutions, as Backup Facility Banks, and RFC, under the Loan Facility Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Loan Facility Agreement"), among the Assignor, RFC, and Assignee.

Preliminary Statement

A. On the date hereof, the Assignor acquired the Land more particularly described in Exhibit A attached hereto (the "Land")

B. On the date hereof, the Assignor and LAKESIDE PURCHASER, LLC (the "Lessee") entered in a Lease, a memorandum of which will be recorded contemporaneously with this Assignment, whereby the Assignor agreed to lease the Property to the Lessee. Simultaneously with the execution of the Lease, the Guarantor entered into the El Paso Guarantee which, among other obligations, guarantee all of the Lessee's obligations under the Lease.

C. (i) Pursuant to the Loan Facility Agreement, RFC has agreed to make Loans to the Assignor, and (ii) pursuant to the Liquidity Agreement, the Backup Facility Banks have agreed to purchase Loans upon the terms and subject to the conditions set forth therein.

D. Pursuant to the Trust Agreement and the Participation Agreement, the financial institutions a party thereto (the "Investors") have agreed to advance Investor Contributions to the Assignor upon the terms and subject to the conditions set forth therein, to be evidenced by Certificates issued by the Assignor under the Trust Agreement.

E. It is a condition, among others, to the obligation of RFC to make Loans under the Loan Facility Agreement, of the Investors to make advances to the Assignor under the Trust Agreement and the Participation Agreement, and of the Backup Facility Banks to enter into the Liquidity Agreement, that the Assignor shall have executed and delivered, and the Lessee, and the Guarantor shall have consented to, this Assignment to the Assignee for the benefit of the Backup Facility Banks and RFC.

F. In order to further secure payment of all amounts advanced under the Loan Facility Agreement, the Loans and the Notes, the Assignor has agreed to execute and deliver this Assignment.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings specified in Annex A to the Participation

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Agreement dated as of the date hereof among the Assignor, the Lessee, RFC, Assignee, the Investors, various financial institutions as Backup Facility Banks (as the same may be amended, supplemented or otherwise modified from time to time, the "Participation Agreement"). A copy of the Participation Agreement or of the other agreements referenced herein or therein may be obtained from any of the parties hereto at the addresses set forth herein.

2. Assignment. The Assignor hereby irrevocably assigns, transfers, sets over and conveys to the Assignee, all the following-described property relating to or arising in connection with the Land, whether now owned or held or hereafter acquired, exclusively and without any reservation thereof unto the Assignor:

(a) All of the estate, right, title, interest, benefits, powers and privileges of the Assignor, as lessor, under the Lease, including, without limitation, (i) the immediate and continuing right to make claim for, receive, collect and receipt for all rents, income, revenues, issues, profits, insurance proceeds, condemnation awards, sales proceeds and other sums payable to or receivable by the Assignor under the Lease, or pursuant to any provisions thereof, whether as rent or as the purchase price or termination payment for any interest in the Property or otherwise (including, without limitation, the Maximum Residual Guarantee Amount, the Purchase Option Price, the BI Purchase Option, Termination Value, Basic Rent, Supplemental Rent, Investor Yield and any sales proceeds payable to the Assignor pursuant to the Lease) (collectively, the "Lease Rents"), including all cash, securities or letters of credit delivered or deposited pursuant thereto to secure performance by the Lessee of its obligations thereunder, (ii) the right and power (which right and power are coupled with an interest) upon the purchase by the Lessee of the interest of the Assignor in the Property in accordance with the Lease to execute and deliver as irrevocable agent and attorney-in-fact of the Assignor an appropriate instrument necessary to convey the interest of the Assignor therein, or to pay over or assign to the Assignee those sums to which it is entitled if the Lessee becomes obligated to purchase the interest of the Assignor in the Property and to perform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to any such purchase and conveyance, (iii) the right to perform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to any purchase or conveyance referred to in clause (ii) above, (iv) the right to declare the Lease to be in default under Section 17.1 thereof, (v) the right to exercise remedies under or with respect to the Lease, (vi) the right to make all waivers and agreements on behalf of the Assignor under the Lease provided for or permitted under the Lease, (vii) the right to give all notices, consents, releases and other instruments provided under the Lease, (viii) the right to give all notices of default and to take all action upon the happening of a Lease Default or a Lease Event of Default, including the commencement, conduct and consummation of proceedings as shall be permitted under any provision of the Lease, or by law or in equity, (ix) the right to receive all notices sent to the Assignor under the Lease, (x) the Assignor's interest under the Lease in the Lessee's tangible and intangible property used or arising in connection with the Property, including, but not limited to, permits, licenses, contract rights and prepaid expenses, (xi) the grant of lien and security interest by the Lessee pursuant to the Memorandum of Lease; and (xii) the right to do any and all other things whatsoever which the Assignor is or any lessor or mortgagor or secured party is, or may be entitled to do under the Lease; provided, that the Assignor shall retain, and the Lease Rents shall not include, the Excepted Payments and the Lessor shall retain and the rights and powers assigned herein shall in no event include the Excepted Rights and shall be subject to the Shared Rights.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

(b) All of the estate, right, title, interest, benefits, powers and privileges of the Assignor, to and under all other leases, subleases or licenses of the Property, any license, concession, management or other agreements of a similar kind that permit the use or occupancy of the Property or any part thereof for any purpose in return for any payment, now or hereafter entered into by the Assignor (collectively, the "Other Leases" and, together with the Lease, the "Leases"), together with all estate, rights, title, interest, benefits, powers and privileges of the Assignor, as lessor, under the Other Leases including the immediate and continuing right to make claim for, receive, collect and receipt for all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable under any of the Other Leases (collectively, the "Other Lease Rents") and all estate, right, title and interest of the Assignor thereunder, including all cash, securities or letters of credit delivered or deposited thereunder to secure performance by the lessees under Other Leases of their obligations thereunder; provided, that the Assignor shall retain, and the Lease Rents shall not include, the Excepted Payments and the Lessor shall retain and the rights and powers assigned herein shall in no event include the Excepted Rights and shall be subject to the Shared Rights.

(c) All of the estate, right, title, interest, benefits, powers and privileges of the Assignor, to and under all agreements or contracts for the sale or other disposition of all or any part of the Property, now or hereafter entered into by the Assignor (collectively, the "Contracts"), together with all estate, rights, title, interest, benefits, powers and privileges of the Assignor under the Contracts including, without limitation, the immediate and continuing right to make claim for, receive, collect and receipt for all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable under any of the Contracts (collectively, the "Contract Rents" and, together with the Lease Rents and the Other Lease Rents, the "Rents") and all right, title and interest of the Assignor thereunder, including all cash, securities or letters of credit deposited thereunder to secure performance by the obligors of their obligations thereunder; provided, that the Assignor shall retain, and the Lease Rents shall not include, the Excepted Payments and the Lessor shall retain and the rights and powers assigned herein shall in no event include the Excepted Rights and shall be subject to the Shared Rights.

(d) All of the estate, right, title, interest, benefits, powers and privileges of the Assignor under the El Paso Guarantee including, without limitation, (i) the immediate and continuing right to make claim for, receive, collect and receipt for all Guaranteed Obligations and other sums payable to or receivable by the Assignor under the El Paso Guarantee, or pursuant to any provisions thereof, (ii) the right to exercise remedies under or with respect to the El Paso Guarantee, (iii) the right to make all waivers and agreements on behalf of the Assignor under the El Paso Guarantee provided for or permitted under the El Paso Guarantee, (iv) the right to give all notices, consents, releases and other instruments provided under the El Paso Guarantee, and (v) the right to give all notices of default and to take all action upon the happening of a Lease Default or a Lease Event of Default, as shall be permitted under any provision of the El Paso Guarantee or by law or in equity; provided, that the Assignor shall retain the Excepted Payments and the Lessor shall retain and the rights and powers assigned herein shall in no event include the Excepted Rights and shall be subject to the Shared Rights.

(e) All of the right, title and interest of the Assignor in and to all claims and rights to the payment of money at any time arising in connection with any repudiation, rejection or breach of the Lease by the Lessee or a trustee or receiver of the Lessee (whether pursuant to the Lease, the El Paso Guarantee or any Other Lease by any lessee thereunder, trustee or receiver

UNOFFICIAL COPY

Property of Cook County Clerk's Office

of any such lessee) under any insolvency statute, law or regulation, including all rights to recover damages arising out of such breach or rejection, all rights to charges payable by the Lessee or such trustee or receiver (or by such lessee, trustee or receiver) in respect of the Property or any portions thereof following rejection, repudiation or disaffirmance of the Lease or following the entry of an order for relief under any insolvency statute, law or regulation in respect of the Lessee (or such lessee) and all rentals and other charges outstanding under the Lease (or Other Lease) as of the date of entry of such order for relief; provided, that the Assignor shall retain and the Lease Rents shall not include, the Excepted Payments and the Lessor shall retain and the rights and powers assigned herein shall in no event include, the Excepted Rights and shall be subject to the Shared Rights.

The Assignor hereby agrees that any action taken by the Assignee (or its designee) pursuant to this Assignment shall be exclusive, and no party relying on such action of the Assignee (or such designee) pursuant hereto shall be required to obtain the concurrence or consent of the Assignor to such action or to a request for such action.

3. Receipt of Payments. The Assignor hereby irrevocably designates the Assignee (or its designee) to receive all payments of (i) the Lease Rents, the Other Lease Rents and the Contract Rents and any other sums payable to the Assignor under the Lease, any Other Lease or any Contract and (ii) all Guaranteed Obligations and any other sums payable to the Assignor under the El Paso Guarantee. The Assignor agrees to direct (and hereby directs) the Lessee, any other lessees and any contracting parties to deliver to the Assignee (or its designee), at its address set forth herein or at such other address or to such other Person as the Assignee shall designate, all such payments and sums on account of the Rents, and no delivery thereof by the Lessee, such other lessee or such contracting party shall be of any force or effect unless made to the Assignee (or its designee), as herein provided. The Rents shall for all purposes be considered the property of the Assignee and not of the Assignor, whether before or after the occurrence of an Event of Default.

4. Receipt of Notices. The Assignor hereby designates the Assignee (or its designee) to receive (in addition to, and not to the exclusion of, the Assignor) duplicate originals or copies of all notices, undertakings, demands, statements, documents, financial statements and other communications which the Lessee, the Guarantor, any other lessee or any contracting party is required or permitted to give, make, deliver to or serve pursuant to the Lease, the El Paso Guarantee, any Other Lease or any Contract. The Assignor agrees to direct (and hereby directs) the Lessee, the Guarantor, and such other lessees and contracting parties to deliver to the Assignee (or its designee), at its address set forth herein or at such other address or to such other Person as the Assignee shall designate, duplicate originals or copies of all such notices, undertakings, demands, statements, documents, financial statements and other communications, and no delivery thereof by the Lessee, the Guarantor, such other lessee or such contracting party shall be of any force or effect unless made to the Assignor and also made to the Assignee (or its designee), as herein provided. The Assignor further agrees that upon receipt by the Assignor of any such notices, undertakings, demands, statements, documents, financial statements and other communications, the Assignor shall promptly deliver copies thereof to the Assignee unless the Assignor shall reasonably believe that the Assignee has already received such copies.

5. Irrevocability; Supplemental Instruments. The Assignor agrees that this Assignment and the designation and direction to the Lessee set forth in Sections 3 and 4 of this

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Assignment are irrevocable and that it will not take any action as lessor under the Lease, or under the El Paso Guarantee, or otherwise which is inconsistent with this Assignment and that any action, assignment, designation or direction inconsistent herewith shall be void. The Assignor will from time to time execute and deliver all instruments of further assurance and do such further acts as may be necessary or proper to carry out more effectively the purpose of this Assignment.

6. Validity. The Assignor represents and warrants (on a continuing basis) and covenants to the Assignee that (i) the Assignor has not assigned or executed any assignment of, and will not assign or execute any assignment of its interest in the Lease, of the El Paso Guarantee, of any Other Lease, of any Contract or of any Rents or of any other subject matter of this Assignment to anyone other than the Assignee and any assignment, designation or direction by the Assignor inconsistent herewith shall be void, (ii) no Lease Event of Default has occurred and is continuing and (iii) the Assignor has not done any act or executed any document that impairs the rights of the Assignee to the Lease or the Lease Rents or to the El Paso Guarantee under this Assignment.

7. The Assignor Remains Liable. While the assignment made hereby is present, direct, absolute and continuing, it has been made for the sole purpose of providing the Assignee with security for the performance of the Assignor's obligations to the Administrative Agent, the Lenders and the Investors under the Loan Facility Agreement, the Participation Agreement, the Trust Agreement and the Certificates and the execution and delivery hereof shall not impair or diminish in any way the obligations of the Assignor under the Lease or impose any of such obligations on the Assignee. This Assignment shall not operate to cause the Assignee (or its designee) to be regarded as a mortgagee in possession. Neither the Assignee nor its designee shall be responsible or liable for performing any of the obligations of the Assignor under the Lease, any Other Lease or any Contract, for any waste by the Lessee or others, for any dangerous or defective conditions of the Property, for negligence in the management, upkeep, repair or control of the Property or any other act or omission by any other Person. Nothing contained herein shall operate or be construed to (i) obligate the Assignee (or its designee) to assume the obligations of the Assignor under the Lease, any Other Lease or any Contract, to perform any of the terms and conditions contained in the Lease, any Other Lease or any Contract or otherwise to impose any obligation upon the Assignee with respect to the Lease, any Other Lease or any Contract, (ii) place upon the Assignee (or its designee) any responsibility for the operation, control, care, management or repair of the Property or any part thereof or (iii) obligate the Assignee (or its designee) to in any way take benefit or performance of the rights granted herein or place on the Assignee any obligations in any manner whatsoever. Subject at all times to the terms and conditions of this Assignment, the Assignor will at all times promptly and faithfully perform in all respects, or cause to be performed in all respects, all of its covenants, conditions and agreements contained in the Lease, any Other Lease or any Contract now or hereafter existing on the part of the Assignor to be kept and performed.

8. Amendments; Lessee's and Guarantor's Consent. The Assignor will not enter into any agreement subordinating, amending, extending or terminating the Lease or the El Paso Guarantee without the prior written consent thereto of the Assignee, which consent may be withheld in the Assignee's sole discretion, and any such attempted subordination, amendment, modification, extension or termination without such consent shall be void. If the Lease, the El Paso Guarantee, any Other Lease or any Contract shall be amended, it shall continue to be

UNOFFICIAL COPY

Property of Cook County Clerk's Office

subject to the provisions hereof without the necessity of any further act by any of the parties hereto. The Assignor and the Assignee hereby consent to the provisions of Lessee's and Guarantor's Consent attached to this Assignment and agree to be bound thereby.

9. Absolute Assignment. The Assignor has, subject to and in accordance with the terms and conditions of this Assignment, assigned and transferred unto the Assignee all of the Assignor's right, title and interest in and to Rents now or hereafter arising from (i) the Lease, any Other Lease or any Contract heretofore or hereafter made or agreed to by the Assignor and (ii) the El Paso Guarantee, it being intended to establish an absolute transfer and assignment, subject to and in accordance with the terms and conditions of this Assignment, of all such Rents, Guaranteed Obligations, the Lease, the El Paso Guarantee, the Other Leases and the Contracts to the Assignee and not merely to grant a security interest therein. Subject to the terms of the Lease, the Assignee (or its designee) may in the Assignor's name and stead operate the Property and rent, lease or let all or any portion of the Property to any party or parties at such rental and upon such terms as the Assignee (or its designee) shall, in its discretion, determine.

10. Ongoing Right to Collect Rents; Receivers. If notwithstanding the terms of this Assignment, a petition or order for sequestration of rents, or the appointment of a receiver or some similar judicial action or order is deemed required under applicable state law to allow the Assignee to continue to collect the moneys described in paragraphs 2 (a), (b), (c), (d) and (e) of this Assignment, then it is agreed by the Assignor that any proof of claim or similar document filed by the Assignee in connection with the breach or rejection of the Lease by the Lessee thereunder or the trustee of any lessee under any federal or state insolvency statute shall for the purpose of perfecting the Assignee's rights conferred in said paragraph 2(e) be deemed to constitute action required under such state law. Upon the occurrence and during the continuance of an Event of Default, the Assignor hereby consents to the appointment of a receiver for the Property as a matter of right and without any requirement for notice to the Assignor and without regard to the solvency of the Assignor or to the collateral that may be available for the satisfaction of the Loans, the Certificates [Notes?] and all other obligations under the Loan Facility Agreement and the other Operative Agreements subject to applicable law.

11. Amendment. This Assignment may not be amended or otherwise modified except in accordance with the terms of the Participation Agreement.

12. Notices. All notices, demands, requests, consents, approvals and other instruments under this Assignment shall be made in accordance with the notice provisions of the Participation Agreement.

13. Successors and Assigns. All covenants, agreements, representations and warranties in this Assignment by the Assignor and the Assignee shall bind, and shall inure to the benefit of and be enforceable by, their respective successors and assigns.

14. Severability. If any provision or provisions, or if any portion of any provision or provisions, in this Assignment is found by a court of law of competent jurisdiction to be in violation of any local, state or Federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of the parties hereto that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Assignment shall be

UNOFFICIAL COPY

Property of Cook County Clerk's Office

construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the obligations of the Assignor under the remainder of this Assignment shall continue in full force and effect.

15. Governing Law. **THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS TO MATTERS RELATING TO THE CREATION OF LIENS AND THE EXERCISE OF REMEDIES WITH RESPECT THERETO, WHICH SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE LAND IS LOCATED.**

16. Obligations Are Without Recourse. Anything to the contrary herein notwithstanding, the Assignor's liability for any sums due hereunder shall be limited in accordance with Section 14.16 of the Participation Agreement.

17. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

18. Liability of Wilmington Trust Company. It is expressly understood and agreed by the parties hereto that (i) this Assignment is executed and delivered by Wilmington Trust Company not individually or personally but solely as trustee of the Trust, in the exercise of the powers and authority conferred and vested in it, (ii) each of the representations, undertakings and agreements herein made on the part of the Assignor is made and intended not as personal representations, undertakings and agreements by Wilmington Trust Company but is made and intended for the purpose of binding only the Assignor, (iii) nothing herein contained shall be construed as creating any liability on Wilmington Trust Company, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any Person claiming by, through or under the parties hereto and (iv) under no circumstances shall Wilmington Trust Company be personally liable for the payment of any indebtedness or expenses of any party hereto, or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Assignor under this Assignment or other Operative Agreements.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

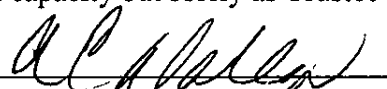
UNOFFICIAL COPY

8

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed as of the day and year first above written, with actual execution on the date set forth in the acknowledgement below.

LAKESIDE REAL ESTATE TRUST 2001

By: Wilmington Trust Company, not in its individual capacity but solely as Trustee

By: 

Name: **Anita Dallago**
Title: **Financial Services Officer**

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

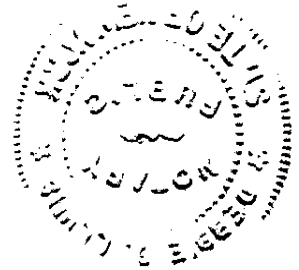
UNOFFICIAL COPY

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

On the 15th day of May in the year 2001 before me, the undersigned, a notary public in and for said state, personally appeared Anita Dallaga, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as *Financial Services Officer* of Wilmington Trust Company, not in its individual capacity, but solely as trustee of LAKESIDE REAL ESTATE TRUST 2001, a Delaware business trust, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

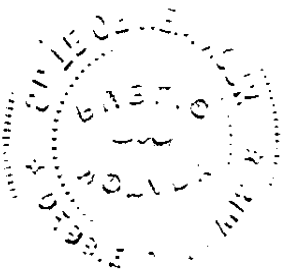

NOTARY PUBLIC

My commission expires:
DESBRIE D. LEWIS
NOTARY PUBLIC, State of New York
No. 04126034721
Qualified in Bronx County
Commission Expires Dec. 13, 2001
(Affix official seal, if applicable)



UNOFFICIAL COPY

Property of Cook County Clerk's Office



UNOFFICIAL COPY

EXHIBIT A

Description of the Land

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

CALUMET PLANT SITE

PARCEL 1:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, AND 9 IN GURLEY AND KEITH'S SUBDIVISION OF BLOCK 23 IN ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL THAT VACATED PART OF THE INTERSECTION OF EAST CERMAK ROAD AND SOUTH PARK AVENUE, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 9 PRODUCED EAST ACROSS THE ENTRANCE OF A VACATED ALLEY TO THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE I.C.R.R. COMPANY IN GURLEY AND KEITH'S SUBDIVISION OF BLOCK 23 IN ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, 13 FEET WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE I.C.R.R. COMPANY; THENCE EAST ON SAID LINE TO THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE I.C.R.R. COMPANY; THENCE SOUTHEASTERLY ON THE LAST DESCRIBED LINE A DISTANCE OF 40 FEET; THENCE NORTHWESTERLY ON A STRAIGHT LINE TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE NORTHWESTERLY AND SOUTHEASTERLY 30 FEET WIDE VACATED ALLEY LYING NORTHEASTERLY AND ADJOINING THE NORTHEASTERLY LINE OF LOTS 1 TO 9, BOTH INCLUSIVE, IN GURLEY & KEITH'S SUBDIVISION OF BLOCK 23 IN ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LYING SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE I.C.R.R. COMPANY, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

ALL THAT PART OF THE SOUTH 1/2 OF VACATED EAST 21ST STREET LYING NORTH AND ADJOINING THE NORTH LINE OF LOT 1 IN GURLEY & KEITH'S SUBDIVISION OF BLOCK 23 IN ASSESSOR'S DIVISION AFORESAID, PRODUCED EAST TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE I.C.R.R. COMPANY; LYING SOUTHWESTERLY AND ADJOINING THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE I.C.R.R. COMPANY AND LYING SOUTHEASTERLY OF AND ADJOINING A LINE DRAWN FROM A POINT ON THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE I.C.R.R. COMPANY, 5 FEET SOUTHERLY OF THE SOUTH LINE OF LOT 9 IN BLOCK 6 OF GEORGE SMITH'S ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TO THE NORTHEAST CORNER OF LOT 1 IN GURLEY & KEITH'S SUBDIVISION OF BLOCK 23 IN ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

12798599 00699792

10428531

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

THE SOUTH 1/2 OF VACATED EAST 21ST STREET LYING EAST OF THE EAST LINE OF CALUMET AVENUE AND WEST OF PARCEL NO. 4 ABOVE DESCRIBED, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE NORTH 1/2 OF VACATED EAST CERMAK ROAD LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 9 IN GURLEY & KEITH'S SUBDIVISION OF BLOCK 23 IN ASSESSOR'S DIVISION AFORESAID, PRODUCED EAST TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE I.C.R.R. COMPANY (EXCEPT THAT PART DESCRIBED AS PARCEL NO. 2 ABOVE), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 7:

EASEMENT FOR ACCESS FOR THE BENEFIT OF PARCELS 1 THRU 6, OVER, ACROSS, THROUGH AND UNDER THOSE PORTIONS OF THE "WEST PLANT" (AS DEFINED IN THE INSTRUMENT NOTED HEREIN) AS MAY BE REASONABLY REQUIRED IN CONNECTION WITH THE PERFORMANCE OF OBLIGATIONS RELATING TO THE MAINTENANCE AND EXISTENCE OF THE ONE STORY COVERED BRIDGE EXTENDING OVER SOUTH CALUMET AVENUE AND CONNECTING THE BUILDING LOCATED ON THE CALUMET PLANT SITE WITH THE BUILDING LOCATED ON THE OPPOSITE SITE OF CALUMET AVENUE, TOGETHER WITH THE BENEFITS AND TOGETHER WITH THE BURDENS THEREOF, ALL AS CONTAINED IN THE "AGREEMENT REGARDING COVERED BRIDGE" DATED AUGUST 2, 1999 AND RECORDED AUGUST 3, 1999 AS DOCUMENT 99736627.

TRUCK LOT 'D' SITE

PARCEL 1:

LOTS 5, 6, 7, 8 AND 9 IN BLOCK 6 IN GEORGE SMITH'S ADDITION TO CHICAGO OF A SUBDIVISION OF BLOCKS 17 TO 22 IN ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 1/2 OF VACATED EAST 21ST STREET LYING SOUTH OF AND ADJOINING PARCEL 1 AFORESAID AND LYING SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD.

UNOFFICIAL COPY

Property of Cook County Clerk's Office