

UNOFFICIAL COPY

0010525733

THIS INSTRUMENT PREPARED BY:  
Bennett L. Cohen  
Cohen, Salk & Huvard, P.C.  
630 Dundee Road, Suite 120  
Northbrook, Illinois 60062

2948/0156 89 001 Page 1 of 11  
2001-06-15 15:56:23  
Cook County Recorder 41.50

AND AFTER RECORDING MAIL TO:  
Michael J. Morton, Sr. VP  
LaSalle Bank N.A.  
2355 South Arlington Heights Road  
Arlington Heights, Illinois 60005



7609738 01 md

Property of Cook County Clerk's Office

SIXTH MODIFICATION AGREEMENT

**THIS MODIFICATION AGREEMENT** (hereinafter referred to as this "Modification Agreement") made as of this 16th day of May, 2001, by and among UNIVERSAL SCRAP METALS, INC., an Illinois corporation ("USM"), 2500 FULTON HOLDING COMPANY, an Illinois corporation ("Holding Company") (hereafter USM and Holding Company shall collectively be referred to as the "Mortgagor") and LASALLE BANK NATIONAL ASSOCIATION, successor in interest by merger to LaSalle Bank Illinois f/k/a Comerica Bank-Illinois ("Mortgagee").

**WITNESSETH:**

**WHEREAS**, Mortgagee extended to USM a \$4,000,000.00 revolving line of credit loan evidenced by USM's Master Revolving Note dated as of June 12, 1996 in the principal sum of \$4,000,000.00, payable to the order of Mortgagee on June 30, 1996, together with interest as therein described; and

**WHEREAS**, Mortgagee issued to the City of Chicago a certain Standby Letter of Credit in the face amount of \$2,354,000.00 (such letter of credit, and all amendments, substitutions and replacements thereof or thereto, the "Letter of Credit") for the account of the USM, and having an expiry date of July 12, 1998; and

**WHEREAS**, to secure payment of the aforesaid \$4,000,000.00 revolving line of credit loan (including all extensions, renewals, modifications, and amendments thereof or thereto), and USM's reimbursement obligations under the Reimbursement Agreement (as defined in the Mortgage) executed in connection with the issuance of the Letter of Credit, USM executed a certain Mortgage and Security Agreement dated as of June 12, 1996 (the "Mortgage") and a certain Assignment of Rents and of Lessor's Interest in Leases dated as of June 12, 1996 (the "Assignment of Rents") mortgaging, granting and conveying to Mortgagee the Premises as

defined in the Mortgage and Assignment of Rents, including the Real Estate described in Exhibit "A" attached hereto and incorporated herein by reference; and

**WHEREAS**, the Mortgage and Assignment of Rents were recorded on June 19, 1996, in the office of the Recorder of Deeds of Cook County, Illinois as Documents No. 96470269 and 96470270, respectively; and

**WHEREAS**, pursuant to First Modification Agreement dated as of June 30, 1996, and subsequent modifications, the aforesaid \$4,000,000.00 revolving line of credit loan was extended to July 31, 1997; and

**WHEREAS**, pursuant to Second Modification Agreement dated as of July 31, 1997, the aforesaid \$4,000,000.00 revolving line of credit loan was extended to July 12, 1998;

**WHEREAS**, pursuant to Third Modification Agreement dated as of June 15, 1998: (i) the aforesaid \$4,000,000.00 revolving line of credit loan was extended to August 2, 1999, and (ii) the Mortgage and Assignment of Rents were amended to also secure repayment of a new \$777,000.00 term loan and a new \$1,875,000.00 mortgage loan made by Mortgagee to USM; and

**WHEREAS**, pursuant to Assumption and Modification Agreement dated as of January 15, 2000 (the "Fourth Modification Agreement"), the Mortgage and Assignment of Rents were amended to reflect that: (i) the aforesaid \$4,000,000.00 revolving line of credit loan was extended to August 2, 2000, (ii) USM sold the Premises to Holding Company and Holding Company became a co-maker with USM on the aforesaid mortgage loan which concurrently therewith was refinanced and increased from \$1,875,000.00 to \$2,234,375.00, (iii) Holding Company assumed (without releasing USM) all of USM's obligations and liabilities under the Mortgage and Assignment of Rents and agreed to be bound thereby, and (iv) the outstanding principal balance of the aforesaid \$777,000.00 term loan was refinanced in the amount of \$610,500.00; and

**WHEREAS**, pursuant to Modification Agreement dated as of August 2, 2000 (the "Fifth Modification Agreement"), the Mortgage and Assignment of Rents were amended to reflect that the aforesaid \$4,000,000.00 revolving line of credit loan was extended to August 2, 2001; and

**WHEREAS**, USM and Holding Company have asked the Mortgagee to make the following new loans to USM and Holding Company: (i) a \$900,000.00 mortgage loan, and (ii) a \$300,000.00 term loan; and

**WHEREAS**, the Mortgagee has consented to such loan requests, provided among other conditions, that Mortgagor executes and delivers this Modification Agreement;

**NOW THEREFORE**, in consideration of the mutual promises of the parties hereto, and upon the express conditions that the lien of the Mortgage held by Mortgagee is a valid, first and subsisting lien on the Premises and that the execution of this Modification Agreement will not impair the lien of said Mortgage and that (except for the Second Mortgage and Security Agreement dated January 1, 1999 granted by Holding Company in favor of USM, which has been subordinated to the Mortgage) there is no existing second mortgage or other liens subsequent to the lien of the Mortgage held by Mortgagee that will not be paid in full and released concurrently herewith (for breach of which conditions, or either of them, this Modification Agreement shall not take effect and shall be void), **IT IS AGREED AS FOLLOWS:**

1. The parties represent and agree that the foregoing recitals are true and correct.
2. The Mortgage is hereby amended as follows:
3. The following new "WHEREAS" clauses are hereby inserted as new last "WHEREAS" clause at the beginning of the Mortgage:

" **WHEREAS**, Mortgagor has executed and delivered to the Mortgagee, the Mortgagor's Term Note dated May 16, 2001, payable to the order of Mortgagee, in the principal sum of Three Hundred Thousand and 00/100 (\$300,000.00) Dollars (herein called the "Term Note No. 2") bearing interest at the applicable interest rates specified therein, due in the manner as provided therein and in any event on May 16, 2005 (pursuant to the terms of the Term Note No. 2, the Mortgagor may select, subject to the terms of the Term Note No. 2, that the unpaid balance of the Term Note No. 2 bear interest at the Prime Rate or Adjusted LIBOR, as such terms are defined in the Term Note No. 2, the terms and provisions of which Term Note No. 2 are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length); and

**WHEREAS**, Mortgagor has executed and delivered to the Mortgagee, the Mortgagor's Mortgage Note dated May 16, 2001, payable to the order of Mortgagee, in the principal sum of Nine Hundred Thousand and 00/100 (\$900,000.00) Dollars (herein called the "Mortgage Note No. 2") bearing interest at the applicable interest rates specified therein, due in the manner as provided therein and in any event on May 16, 2006 (pursuant to the terms of the Mortgage Note No. 2, the Mortgagor may select, subject to the terms of the Mortgage Note No. 2, that the unpaid balance of the Mortgage Note No. 2 bear interest at a variable rate equal to the Prime Rate or Adjusted LIBOR, as such terms are defined in the Mortgage Note No. 2, the terms and provisions of which Mortgage Note No. 2 are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length); and"

4. The following "WHEREAS" clause in the Mortgage is hereby deleted:

" **WHEREAS**, the Revolving Note, the Term Note and the Mortgage Note shall each hereinafter be referred to as a "Note" and collectively, as the "Notes"; and"

and the following "WHEREAS" clause is substituted therefor:

" **WHEREAS**, the Revolving Note, the Term Note, the Mortgage Note, the Term Note No. 2 and the Mortgage Note No. 2, shall each hereinafter be referred to as a "Note" and collectively, as the "Notes"; and"

5. The following new "WHEREAS" clauses are hereby inserted as new last "WHEREAS" clause at the beginning of the Assignment of Rents:

" **WHEREAS**, Assignor and 2500 West Fulton Company, an Illinois corporation ("Holding Company") have executed and delivered to the Assignee, the Assignor's and Holding Company's Term Note dated May 16, 2001, payable to the order of Assignee, in the principal sum of Three Hundred Thousand and 00/100 (\$300,000.00) Dollars (herein called the "Term Note No. 2") plus interest as therein described; and

**WHEREAS**, Assignor and Holding Company have executed and delivered to the Assignee, the Assignor's and Holding Company's Mortgage Note dated May 16, 2001, payable to the order of Assignee, in the principal sum of Nine Hundred Thousand and 00/100 (\$900,000.00) Dollars (herein called the "Mortgage Note No. 2") plus interest as therein described; and"

6. The following "WHEREAS" clause in the Assignment of Rents is hereby deleted:

" **WHEREAS**, the Revolving Note, the Term Note and the Mortgage Note shall each hereinafter be referred to as a "Note" and collectively, as the "Notes"; and"

and the following "WHEREAS" clause is substituted therefor:

" **WHEREAS**, the Revolving Note, the Term Note, the Mortgage Note, the Term Note No. 2 and the Mortgage Note No. 2, shall each hereinafter be referred to as a "Note" and collectively, as the "Notes"; and"

7. Hereafter, the term "Notes" as used in the Mortgage and Assignment of Rents, as modified hereby, and hereinbelow, shall collectively refer to: (a) the following promissory notes payable to the order of Mortgagee (i) a Renewal Revolving Note dated August 2, 2000 in the principal sum of \$4,000,000.00 executed by USM, (ii) an Amended and Restated Term Note dated January 15, 2000 in the principal sum of \$610,500.00 executed by USM, (iii) an Amended and Restated Mortgage Note in the principal sum of \$2,234,375.00 dated January 15, 2000 executed by Mortgagee, (iv) a Term Note in the principal sum of \$300,000.00 dated May 16, 2001 executed by Mortgagee, and (v) a Mortgage Note in the principal sum of \$900,000.00 dated May 16, 2001 executed by Mortgagee, all as more fully described in the Mortgage and Assignment of Rents, as modified hereby, and (b) all extensions, renewals, refinancings, modifications, restatements, replacements, consolidations and conversions of any

of the foregoing described promissory note or notes. THIS MODIFICATION SHALL SERVE AS PUBLIC NOTICE TO ALL CREDITORS AND OTHER PERSONS THAT EACH OF THE PROMISSORY NOTES DESCRIBED ABOVE MAY BE EXTENDED, RENEWED, REFINANCED, MODIFIED, RESTATED, REPLACED, CONSOLIDATED OR CONVERTED, IN WHOLE OR IN PART, FROM TIME TO TIME HEREAFTER, AND THAT IT IS THE EXPRESS INTENTION OF THE MORTGAGOR AND MORTGAGEE THAT THE MORTGAGE AND ASSIGNMENT OF RENTS SHALL ALSO SECURE PAYMENT OF ALL SUCH EXTENSIONS, RENEWALS, REFINANCINGS, MODIFICATIONS, RESTATEMENTS, REPLACEMENTS, CONSOLIDATIONS AND CONVERSIONS.

8. Mortgagor acknowledges and agrees that the Mortgage and Assignment of Rents are and as amended hereby shall remain in full force and effect, and that the Premises are and shall remain subject to the lien granted and provided for by the Mortgage and Assignment of Rents, as amended hereby, for the benefit and security of all obligations and indebtedness described therein, including, without limitation, the indebtedness evidenced by the Notes.

9. Nothing contained in this Agreement shall in any manner impair the Mortgage or Assignment of Rents, as modified hereby, or the first lien created by the Mortgage and Assignment of Rents, or any other loan documents executed in connection with the loans evidenced by the Notes, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the foregoing documents, except as expressly provided in this Agreement, or affect, impair or waive any rights, powers, or remedies of Mortgagee under any of the foregoing documents or applicable law.

10. Except as specifically amended and modified hereby, all of the terms and conditions of the Mortgage and Assignment of Rents shall stand and remain unchanged and in full force and effect. This instrument shall be construed and governed by and in accordance with the laws of the State of Illinois (excluding choice of law principles).

11. This Agreement shall be binding upon Mortgagor and Mortgagor's respective successors and assigns, and shall inure to the benefit of the Mortgagee, its successors and assigns.

[balance of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have caused this Sixth Modification Agreement to be executed as of the date first above written.

UNIVERSAL SCRAP METALS, INC.

LASALLE BANK NATIONAL ASSOCIATION

By: Philip L. Zeid  
Philip L. Zeid  
Title: President

By: Michael J. Morton  
Title: SVP

Attest:

By: Barry B. Riback  
Barry B. Riback  
Title: Secretary

2500 FULTON HOLDING COMPANY

By: Philip L. Zeid  
Philip L. Zeid  
Title: President

Attest:

By: Barry B. Riback  
Barry B. Riback  
Title: Secretary

Property of Cook County Clerk's Office

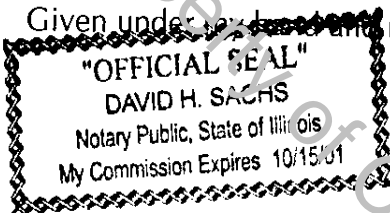


ACKNOWLEDGMENTS

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, David H. Sachs, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY Michael Molton, Senior Vice President of LaSalle Bank National Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16th day of May, 2001.



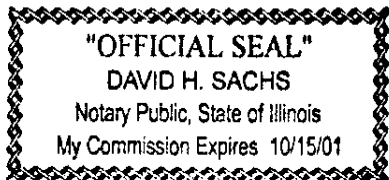
[Signature]  
Notary Public

My Commission Expires: 10/15/01

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, David H. Sachs, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY Philip L. Zeid, President of Universal Scrap Metals, Inc. and Barry B. Riback, Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16th day of May, 2001.

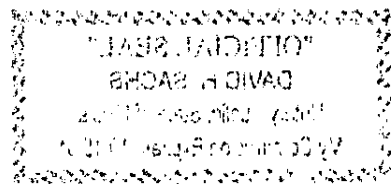
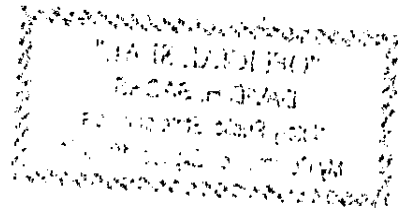


[Signature]  
Notary Public

My Commission Expires: 10/15/01

# UNOFFICIAL COPY

Property of Cook County Clerk's Office





STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, David H. Sachs, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY Philip L. Zeid, President of 2500 Fulton Holding Company and Barry B. Riback, Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16th day of May, 2001.



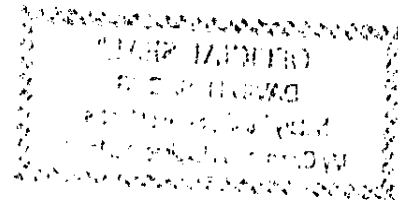
[Signature]  
Notary Public

My Commission Expires: 10/15/01

Propert Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office



## PARCEL 1:

ALL THAT PART OF LOTS 87 TO 90, BOTH INCLUSIVE, IN COSSITT'S ADDITION TO CHICAGO, HEREINBELOW SET FORTH, DESCRIBED AS FOLLOWS: TO WIT:

BEGINNING AT A POINT IN THE EASTERLY LINE OF CAMPBELL AVENUE, WHERE SAID EASTERLY LINE IS INTERSECTED BY THE SOUTHERLY LINE OF SAID LOT 87, EXTENDING THENCE NORTH WESTWARDLY ALONG SAID EASTERLY LINE OF CAMPBELL AVENUE 54 FEET TO A POINT; THENCE NORTH EASTWARDLY CROSSING SAID LOTS 89 AND 90 BY A CURVE TO THE RIGHT HAVING A RADIUS OF 287.94 FEET, THE CHORD THEREOF MAKING AN ANGLE OF 108 DEGREES, 31 MINUTES WITH THE LAST DESCRIBED COURSE MEASURED FROM THE SOUTHWARD TOWARD THE NORTH EASTWARD AND HAVING A LENGTH OF 132.25 FEET, A DISTANCE ALONG SAID CURVE OF 133.44 FEET TO THE INTERSECTION OF THE NORTHERN LINE OF SAID LOT 90 WITH THE WESTERLY LINE OF A CERTAIN ALLEY 18 FEET WIDE, THENCE SOUTH WESTWARDLY CROSSING SAID LOTS 90, 89, 88 AND 87 BY LAND NOW, OR FORMERLY, OF HERBERT W. YOUNG AND ALLEN S. PEARL, ON A LINE CURVING TO THE LEFT AND HAVING A RADIUS OF 212.27 FEET, THE CHORD THEREOF MAKING AN ANGLE OF 42 DEGREES, 30 MINUTES, 38 SECONDS WITH SAID WESTERLY LINE OF ALLEY, MEASURED FROM THE SOUTHWARD TOWARD THE SOUTH WESTWARD AND HAVING A LENGTH OF 130.23 FEET, A DISTANCE ALONG SAID CURVED LINE OF 132.36 FEET TO A POINT IN SAID SOUTHERLY LINE OF LOT 87, THENCE WESTWARDLY ALONG SAID SOUTHERLY LINE OF LOT 87 AND BY LAND NOW, OR FORMERLY, OF SAID HERBERT W. YOUNG AND ALLEN S. PEARL, A DISTANCE OF 37.4 FEET TO THE PLACE OF BEGINNING.

## PARCEL 2:

THOSE PARTS OF LOTS 87, 88, 89 AND 90 IN SAID COSSITT'S ADDITION TO CHICAGO, DESCRIBED AS FOLLOWS: TO WIT:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 87, THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID LOT 88 FEET, THENCE NORTHEASTWARDLY BY A CURVE TO THE RIGHT, HAVING A RADIUS OF 212.27 FEET, A DISTANCE OF 132.36 FEET TO THE NORTHEAST CORNER OF SAID LOT 90; THENCE SOUTHWARDLY ALONG THE EAST LINE OF SAID LOT, 96 FEET TO THE PLACE OF BEGINNING.

## PARCEL 3:

THOSE PARTS OF LOTS 53 AND 54 IN SAID COSSITT'S ADDITION TO CHICAGO DESCRIBED AS FOLLOWS: TO WIT:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 54; THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID LOT 125.4 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH EASTWARDLY WITH A DEFLECTION OF 40 DEGREES, 6 MINUTES, 13 SECONDS TO THE LEFT, FROM SAID SOUTH LINE, 35.7 FEET TO A POINT 23 FEET NORTHWARDLY, MEASURED AT RIGHT ANGLES FROM SAID SOUTH LINE; THENCE EASTWARDLY 101.23 FEET TO THE NORTH EAST CORNER OF SAID LOT 53; THENCE SOUTHWARDLY ALONG THE EAST LINE OF SAID LOTS, 48 FEET TO THE PLACE OF BEGINNING.

## PARCEL 4:

LOTS 55 TO 67 BOTH INCLUSIVE AND 69 TO 74 BOTH INCLUSIVE, 78 TO 86, BOTH INCLUSIVE AND SUB-LOT 3 IN J. CAIRN'S RESUBDIVISION OF SUB-LOTS 1 TO 4 OF LOTS 75, 76, AND 77; ALSO LOT 5 IN SUBDIVISION OF LOTS 75, 76 AND 77, AFORESAID; ALL IN COSSITT'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 10.186 ACRES OF THE NORTH QUARTER OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

## PARCEL 5:

ALL OF THE VACATED ALLEY RUNNING NORTH AND SOUTH BETWEEN LOTS 55 TO 67 AND 78 TO 90, ALL INCLUSIVE, AND WEST OF AND ADJOINING LOT 72 AND EAST OF AND ADJOINING LOT 73 AND THE EAST AND WEST ALLEY BETWEEN LOTS 59 AND 60 IN SAID COSSITT'S ADDITION.

## PARCEL 6:

LOTS 68 IN COSSITT'S ADDITION TO CHICAGO, SAID ADDITION BEING A SUBDIVISION OF THE EAST 10.186 ACRES OF THE NORTH QUARTER OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

## PARCEL 7:

LOTS 1 AND 2 IN J. CAIRN'S RESUBDIVISION OF SUB-LOTS 1, 2, 3 AND 4 OF LOTS 75, 76 AND 77 IN COSSITT'S ADDITION TO CHICAGO.

## PARCEL 8:

PART OF COSSITT'S ADDITION, ADAMS ADDITION TO CHICAGO, AND COSSITT'S SECOND ADDITION BEING; AN IRREGULAR PARCEL OF LAND OF PARK OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF WEST YARD MAIN TRACK OF THE P. B. & W. RAILROAD COMPANY, AND THE NORTH LINE OF WEST FULTON STREET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE NORTH LINE OF WEST FULTON STREET 203.21 FEET TO A POINT 375.00 FEET WEST OF THE WESTERLY LINE OF NORTH CAMPBELL AVENUE AND THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE NORTH 0 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF WEST FULTON STREET; AFORESAID, 199.98 FEET TO A POINT 20.0 FEET SOUTH OF THE CENTER LINE OF AN EXISTING TRACK; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 1202.24 FEET, AN ARC DISTANCE OF 127.25 FEET (THE CHORD OF SAID ARC LIES NORTH 52 DEGREES, 49 MINUTES, 08 SECONDS EAST, DISTANT 127.19 FEET) TO A POINT 20.0 FEET SOUTH OF THE CENTER LINE OF SAID EXISTING RAILROAD TRACK; THENCE NORTHEASTERLY ALONG A CURVED LINE, CONVEX NORTHWESTERLY, HAVING A RADIUS OF 285.60 FEET, AN ARC DISTANCE OF 46.69 FEET (THE CHORD OF SAID ARC LIES NORTH 60 DEGREES, 55 MINUTES, 22 SECONDS EAST, DISTANT 46.64 FEET) TO A POINT 20.0 FEET SOUTH OF THE CENTER LINE OF SAID EXISTING RAILROAD TRACK; THENCE NORTHEASTERLY ALONG A CURVED LINE, CONVEX NORTHWESTERLY HAVING A RADIUS OF 713.44 FEET, AN ARC DISTANCE OF 171.78 FEET (THE CHORD OF SAID ARC LIES NORTH 72 DEGREES, 13 MINUTES, 13 SECONDS EAST, DISTANT 171.36 FEET) TO A POINT 20.0 FEET SOUTH OF THE CENTER LINE OF SAID EXISTING RAILROAD TRACK; THENCE NORTH 79 DEGREES, 28 MINUTES, 28 SECONDS EAST 24.49 FEET TO A POINT 20.0 FEET SOUTH OF THE CENTER LINE OF SAID EXISTING RAILROAD TRACK; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 325.60

FEET, AN ARC DISTANCE OF 51.42 FEET (THE CHORD OF SAID ARC LIES NORTH 75 DEGREES, 09 MINUTES, 18 SECONDS EAST, DISTANT 51.37 FEET) TO A POINT 20.0 FEET SOUTH OF THE CENTER LINE OF SAID EXISTING RAILROAD TRACK; THENCE NORTH 70 DEGREES, 54 MINUTES, 06 SECONDS EAST 62.75 FEET TO A POINT ON THE EASTERLY LINE OF NORTH CAMPBELL AVENUE (BEING THE WESTERLY LINE OF LOT 89 IN COSSITT'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 10.186 ACRES OF THE NORTH QUARTER OF THE SOUTHEAST 1/4 OF SECTION 12, AFORESAID) 390.00 FEET NORTH OF THE NORTH LINE OF WEST FULTON STREET, AFORESAID); THENCE SOUTH 59 DEGREES, 59 MINUTES, 15 SECONDS WEST 75.95 FEET TO A POINT ON THE WESTERLY LINE OF NORTH CAMPBELL AVENUE 352.00 FEET NORTH OF THE NORTH LINE OF WEST FULTON STREET; THENCE SOUTH 0 DEGREES, 24 MINUTES, 00 SECONDS EAST ALONG SAID WESTERLY LINE OF NORTH CAMPBELL AVENUE 352.00 FEET TO THE AFOREMENTIONED NORTH LINE OF WEST FULTON STREET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG SAID NORTH LINE OF WEST FULTON STREET 375.00 FEET TO THE POINT OF BEGINNING.

PARCEL 9:

PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF WEST FULTON STREET, 375.1 FEET WEST OF THE WEST LINE OF NORTH CAMPBELL AVENUE; THENCE CONTINUING WEST ALONG THE NORTH LINE OF WEST FULTON STREET, AFORESAID; 160.0 FEET TO A POINT 43.21 FEET EAST OF THE CENTER LINE OF WESTWARD MAIN TRACK OF THE P. & B. & W. RAILROAD COMPANY; THENCE NORTH AT RIGHT ANGLES TO THE NORTH LINE OF WEST FULTON STREET, AFORESAID, 15.80 FEET; THENCE NORTH 26 DEGREES 59 MINUTES EAST 100.00 FEET; THENCE NORTH 37 DEGREES, 29 MINUTES, 40 SECONDS EAST 100.0 FEET; THENCE NORTH 47 DEGREES, 39 MINUTES, 40 SECONDS EAST 72.75 FEET; THENCE SOUTH 233.26 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 10:

PART OF VACATED NORTH CAMPBELL AVENUE, VACATED BY ORDINANCE PASSED SEPTEMBER 15, 1976, A COPY OF WHICH WAS RECORDED MARCH 8, 1977 AS DOCUMENT 23843565, DESCRIBED AS FOLLOWS:

THAT PART OF NORTH CAMPBELL AVENUE LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE EASTERLY LINE OF NORTH CAMPBELL AVENUE, BEING THE WESTERLY LINE OF LOT 89 IN COSSITT'S ADDITION TO CHICAGO, SAID POINT BEING 390.00 FEET NORTH OF THE NORTH LINE OF WEST FULTON STREET, THENCE SOUTH 59 DEGREES, 59 MINUTES, 15 SECONDS WEST TO A POINT ON THE WESTERLY LINE OF NORTH CAMPBELL AVENUE 352.00 FEET NORTH OF THE NORTH LINE OF WEST FULTON STREET; AND LYING NORTH OF THE FOLLOWING DESCRIBED LINE; A LINE DRAWN FROM THE SOUTHEAST CORNER OF VACATED LOT 12 IN ADAM'S ADDITION TO CHICAGO TO THE SOUTHWEST CORNER OF LOT 3 IN J. CAIRN'S RESUBDIVISION OF SUBLOTS 1, 2, 3 AND 4 OF J. CAIRN'S SUBDIVISION OF LOTS 75, 76 AND 77 OF COSSITT'S ADDITION TO CHICAGO, ALL IN COOK COUNTY, ILLINOIS.

P.I.N. 16-12-400-007-0000, 16-12-400-013-0000, and 16-12-401-003-0000 through 16-12-401-013-0000, both inclusive.

Address: ~~2481~~ West Fulton Street, Chicago, Illinois

2500

PREPARED BY AND RETURN TO: Bennett Cohen, Esq., Cohen, Cohen & Salk, P.C., 630 Dundee Road, Suite 120, Northbrook, Illinois 60062