Cook County Recorder

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COLLATERAL MASTER ASSIGNMENT AND AMENDMENT TO SECURITY INSTRUMENTS

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THIS COLLATERAL MASTER ASSIGNMENT AND AMENDMENT TO SECURITY INSTRUMENTS (this "Agreement") dated effective as of June 29, 2001, is entered into by and among DARLING INTERNATIONAL INC., a Delaware corporation ("Borrower"), FLEET NATIONAL BANK (successor by merger to BankBoston, N.A.), in its capacity as the existing Agent for the Banks under the Credit Agreement (in such capacity, the "Resigning Agent"), and CREDIT LYONNAIS NEW YORK BRANCH, a duly licensed branch under the New York Banking Law of a foreign banking corporation organized under the laws of the Republic of France, in its capacity as successor agent for the Banks (in such capacity, "Successor Agent").

#### RECITALS

- A Borrowe, Banks, the Co-Agents named therein, and Resigning Agent are parties to that certain Amended and Restriced Credit Agreement dated as of January 22, 1999 (as amended, supplemented, modified, or restated, the "Credit Agreement").
- B. Resigning Agent, Successor Agent, Borrower, and the Banks entered into an agreement (as amended, supplemented, modified, or restricted the "Forbearance Agreement") on June 29, 2001, to, among other things, (i) accept the resignation of the Presigning Agent as "Agent" under the Credit Agreement, (ii) accept the appointment of the Successor Agent as "Agent" under the Credit Agreement, (iii) formalize the transition between Resigning Agent and Successor Agent, and (iv) forbear from exercising their remedies under the Credit Agreement and other Loan Documents for certain Defaults as more fully described in the Forbearance Agreement.
- C. In order to further clarify the transition arrangements between Resigning Agent and Successor Agent and properly reflect the change of Agent with respect to the Collateral and all of the security instruments executed in connection with the Credit Agreement, including without limitation, the Borrower Security Agreement, the Subsidiary Security Agreement, the Morragages, the deeds of trust, the financing statements, control agreements, the certificates of title, the Additional Loan Documents (as defined in the Forbearance Agreement), and all other security instruments executed in favor of the Banks or Resigning Agent for the benefit of the Banks (as the same may have been incretofore amended, supplemented, or modified, or restated, collectively, as the "Security Instruments") Posigning Agent, Successor Agent, Borrower, and the Banks desire to enter into this Agreement to, among other things, (i) confirm the assignment of all rights, titles, and interests of Resigning Agent to Successor Agent and to reflect Successor Agent as the secured party and holder of the Liens, for the benefits of the Banks, on the Collateral to reflect this assignment of interest by Resigning Agent to Successor Agent.

NOW, THEREFORE, in consideration of the mutual benefits hereunder and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties hereto agree as follows:

1. Terms and References. Unless otherwise stated in this Agreement (a) terms defined in

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the Credit Agreement have the same meanings when used in this Agreement, and (b) references to "Sections" are to the Credit Agreement's sections.

2. Assignment. The rights of Resigning Agent as secured party under the Credit Agreement for the benefit of the Secured Parties in the Collateral and the Security Instruments, including, without limitation, the Security Instruments listed on *Exhibits A, B, C, D, E, F*, and *G* attached hereto, are hereby irrevocably assigned to Successor Agent for the benefit of the Secured Parties (the "Assignment").

#### 3. Amendments to the Security Instruments.

- Agreement is hereby amended and modified as necessary to provide that any and all references to "Agent" therein shall mean "Credit Lyonnais New York Branch, a duly licensed branch under the New York Banking Law c, a foreign banking corporation organized under the laws of the Republic of France, in its capacity as agent for the Secured Parties." In addition, any and all of the terms and provisions of the Borrower Security Agreement are hereby amended and modified wherever necessary, even though not specifically addressed herein, so as to conform to the Assignment.
- Agreement is hereby amended and modified as necessary to provide that any and all references to "Agent" therein shall mean "Credit Lyonnais Ner York Branch, a duly licensed branch under the New York Banking Law of a foreign banking corporation organized under the laws of the Republic of France, in its capacity as agent for the Secured Parties." In addition, any and all of the terms and provisions of the Subsidiary Security Agreement are hereby amended and modified wherever necessary, even though not specifically addressed herein, so as to conform to the Assignment.
- (c) Amendment to all other Security Instruments. Each other Security Instrument, including, without limitation, each of the Security Instruments 1 sted on Exhibits A, B, C, D, E, F, and G attached hereto, is amended and modified as necessary to provide that any and all references in such Security Instrument to "secured party," "agent," "beneficiary," or "mortgagee" or similar term shall mean, as applicable, "Credit Lyonnais New York Branch, a duly licensed branch reaser the New York Banking Law of a foreign banking corporation organized under the laws of the Republic of France, in its capacity as agent for Secured Party." In addition, any and all of the terms and provisions of each Security Instrument are hereby amended and modified wherever necessary, even though not specifically addressed herein, so as to conform to the Assignment.
- 4. Resigning Agent as Named Nominee of Successor Agent. Resigning Agent acknowledges that it is probable that certain Security Instruments will not be formally recognized as having been amended or modified by the appropriate Governmental Authorities prior to August 31, 2001. As a result, notwithstanding Article V of the Forbearance Agreement, Resigning Agent consents and agrees to act as the named nominee for Successor Agent under any Security Instrument that names Resigning Agent as the secured party or agent (in any form or manner) for the Banks or Secured Parties, for the limited purpose of performing ministerial acts, at the direction of Successor Agent, as may be reasonably required to facilitate the amendment and modification of certain Security Instruments. Resigning Agent shall act as the named nominee of Successor Agent under each such Security Instrument until the necessary amendments and

modifications have been made and/or approved and filed of record by the appropriate Governmental Authority to reflect that Successor Agent is the successor secured party and agent for the Secured Parties. Any and all such actions taken by Resigning Agent as the named nominee of Successor Agent shall be entitled to the benefits of the indemnities provided by the Secured Parties as described in **Section 5.3** of the Forbearance Agreement and the indemnities provided by the Borrower pursuant to **Section 9.7(b)** of the Forbearance Agreement and **Section 14.2** of the Credit Agreement.

- Ratifications. Borrower (a) ratifies and confirms all provisions of the Credit Agreement and the other Loan Documents as amended by this Agreement, (b) ratifies and confirms that all Liens granted, conveyed, or assigned to Agent in favor of the Banks and/or the other Secured Parties under the Loan Documents are not released, reduced, or otherwise adversely affected by this Agreement and continue to secure full ray nent and performance of the present and future Obligations, and (c) agrees to perform such acts and duly avancrize, execute, acknowledge, deliver, file, and record such additional documents and certificates as Successor Agent may request in order to create, perfect, preserve, and protect those Liens.
- Agent that as of the date of this Agreement: (a) this Agreement and other documents to be delivered under this Agreement (collectively the "Assignment Documents") have been duly authorized, executed, and delivered by Borrower; (b) Borrowe, has all requisite authority and power to execute, deliver, and perform its obligations under the Assignment Documents, which execution, delivery, and performance have been duly authorized by all necessary corporate action and no action of, or filing with, any Governmental Authority is required to authorize, or is otherwise required in connection with, the execution, delivery, and performance by Borrower of the Assignment Documents and the Loan Documents; (c) the Loan Documents, as amended by the Assignment Documents, are valid and binding up in Borrower and are enforceable against Borrower in accordance with their respective terms, except as limited by bankruptcy, insolvency or other laws of general application relating to the enforcement of creditors rights and general principles of equity; (d) the execution, delivery, and performance by Borrower of the Assignment Documents do not require the consent of any other Person and do not and will not constitute a violation of any laws, agreements, or understandings to which Borrower is a party or by which Borrower is bound; and (e) Borrower has no Significant Subsidiaries.
- 7. Continued Effect. Except to the extent amended, all terms, pro usions and conditions of the Credit Agreement, the Security Instruments, and the other Loan Documents, and all uncuments executed in connection therewith shall continue in full force and effect and shall remain enforces and binding in accordance with their respective terms.
- 8. Conditions Precedent. This Agreement shall not be effective unless and until:
  (a) Successor Agent receives counterparts of the Assignment Documents executed by Borrower and Resigning Agent; and (b) the representations and warranties in this Agreement are true and correct in all material respects on and as of the date of this Agreement.
- 9. Counterparts. This Agreement may be executed in several counterparts, all of which are identical, except that, (a) to facilitate recordation, certain counterparts of this Agreement may include only that portion of the Exhibits which contain descriptions of the properties located in, recordation information for Liens filed in, or otherwise subject to the recording or filing requirements and/or protections of the recording

or filing acts or regulations of the recording jurisdiction in which the particular counterpart is to be recorded, and other portions of the Exhibits shall be included in such counterparts by reference only, (b) only those counterparts hereof being retained by Resigning Agent and Successor Agent or otherwise containing counterpart descriptions of Assets located in (or otherwise subject to recording or filing requirements and/or protections of the recording or filing acts or regulations of) the State of Louisiana are executed by Resigning Agent, and (c) the execution of this Agreement by Resigning Agent or Borrower may not be witnessed on those counterparts of this Agreement containing descriptions of Assets located in states where witnesses are not required and/or encouraged by applicable law. All of such counterparts together shall constitute one and the same instrument. Complete copies of this Agreement containing all the Exhibits referenced herein have been retained by Resigning Agent, Successor Agent, and Borrower.

- Miscellaneous. Unless stated otherwise (a) the singular number includes the plural and vice versa and words of any gender include each other gender, in each case, as appropriate, (b) headings and captions may not or construed in interpreting provisions, (c) this Agreement must be construed -- and its performance enforced - under Texas law, (d) if any part of this Agreement is for any reason found to be unenforceable, all other politions of it nevertheless remain enforceable, (e) this Agreement may be executed in any number of counterparts with the same effect as if all signatories had signed the same document, and all of those counterparts must be construed together to constitute the same document, (f) terms "include" and "including" mean "include without limitation" and "including without limitation", respectively, and are not intended to limit the generality of any description preceding that word, and (g) references to any Law include every amendment or supplement to it, ru'e and regulation adopted under it, and successor or replacement for it.
- ENTIRETIES. EACH SECURITY INSTRUMENT AS AMENDED BY THIS AGREEMENT 11. REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES ABOUT THE SUBJECT MATTER OF SUCH SECURITY INSTRUMENT AS AMENDED BY THIS AGPLEMENT AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT OPAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PART ES.
- Jucce.
  Office Parties. This Agreement binds and inures to Borrower, Successor Agent, Resigning Agent, 12. and their respective successors and permitted assigns.

Remainder of Page Intentionally Left Blank Signature Pages to Follow

## **UNOFFICIAL COPY**

**BORROWER:** 

EXECUTED as of the date first stated above.

	DARLING INTERNATIONAL INC.
	By: Dad Mullips Brad Phillips, Treasure
	SUCCESSOR AGENT:
	CREDIT LYONNAIS NEW YORK BRANCH, as Successor Agent for the Banks
90	By:
	James B. Hallock, Vice President
Ox	RESIGNING AGENT:
OPORTY OF COOP C	FLEET NATIONAL BANK (successor by merger to BankBoston, N.A.), as Resigning Agent for the Banks
C	By:  Michael S. Haines, Senior Vice President
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SIGNATURE	PAGE
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## **UNOFFICIAL COPY**

EXECUTED as of the date first stated above.

	BORROWER:
	DARLING INTERNATIONAL INC.
	By: Brad Phillips, Treasurer
	SUCCESSOR AGENT:
	CREDIT LYONNAIS NEW YORK BRANCH, as Successor Agent for the Banks
	By: James B. Hallock, Vice President
Ox	RESIGNING AGENT:
0/	FLEET NATIONAL BANK (successor by merger to BankBoston, N.A.), as Resigning Agent for the Banks
· Co	By:  Michael S. Haines, Senior Vice President
SIGNATURE	PAGE
	PAGE  Michael S. Haines, Senior Vice President

## UNOFFICIAL COPY EXECUTED as of the date first stated above.

	BORROWER:
	DARLING INTERNATIONAL INC.
	By: Brad Phillips, Treasurer
	SUCCESSOR AGENT:
	CREDIT LYONNAIS NEW YORK BRANCH, as Successor Agent for the Banks
	By: James B. Hallock, Vice President
Ox	RESIGNING AGENT:
Stopology Of Coof Co	FLEET NATIONAL BANK (successor by merger to Bank Boston, N.A.), as Resigning Agent for the Banks
Co	By: Edward L Walsh, Segior Vice President
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SIGNATURE	4
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State of Texas }	
County of Dallas }	
On this, the 22 day of August, 2001, before me personally appeared Brad Phillips, who acknowledged him Inc., a corporation, and that he as such officer being instrument for the purposes therein contained by signing Treasurer.	authorized to do so, executed the foregoing
In witness whereof, I hereunto set my hand and official se	CARLA B. SIMONS MY COMMISSION EXPIRES May 6, 2005
Signature Clauding	(Seal)
Coop Coop	
	T C/Ox

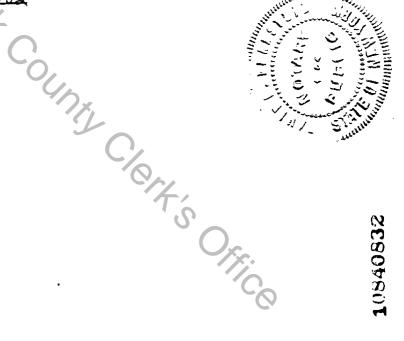
State of New York	]
	}
County of New York	}

On this, the 23<sup>rd</sup> day of August, 2001, before me David L. Bernstein, the undersigned notary, personally appeared James B. Hallock, who acknowledged himself to be the Vice President of Credit Lyonnais New York Branch, a duly licensed branch under the New York Banking Law of a foreign banking corporation organized under the laws of the Republic of France, a corporation, and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

In witness where of, I hereunto set my hand and official seal.

(Seal)

DAV O ! DERNSTEIN PUBLIC, State of New York Qualified in N. seeu County



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State of Connecticut	}
	}
County of Hartford	}

On this, the 3 day of August, 2001, before me MJUdith means, the undersigned officer, personally appeared Edward J. Walsh, who acknowledged himself to be the Senior Vice President of Fleet National Bank (successor by merger to BankBoston, N.A.), a national association, and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the national association by himself as Senior Vice President.

In witness y ne reof, I hereunto set my hand and official seal.

Signature

M. JUDITH MCGANN NOTARY PUBLIC OF COMMISSION EXPIRES SEP. 30, 2004 (Seal)



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#### **EXHIBIT C**

#### OWNED REAL PROPERTY OF DARLING INTERNATIONAL INC.

	Property Address/County/State	Deed of Trust/ Mortgage	Legal Description
1.	2354 S. Fruit Ave. Fresno (Fresno County), California 93706	Recorded 3/26/99 as Doc. No. 1999-0045476	Schedule 1
2.	2626 E. 25th Street (including Harriet & 26th Street) Los Angeles (Los Angeles County), California 90058	A) 2626 E. 25th Street Recorded 3/23/99 as Inst. No. 99-0486107 Re-recorded 11/22/99 as Inst. No. 99-2174423  B) Harriet & 26th Street Recorded 3/23/99 as Inst. No. 99-0486106 Re-recorded 11/23/99 as Inst. No. 99-2175696	Schedule 2
3.	2592 Lakeville Hwy Petaluma (Sonoma County), California 94592	Pecorded 3/24/99 as Doc. No. 1999-0037813-2	Schedule 3
4.	11946 Carpenter Road Turlock (Stanislaus County), California 95313	Record at 3/23/99 as Doc. No. 1999-0029447-00	Schedule 4
5.	1360 Industrial Park Rd., Mulberry (Polk County), Florida 33860 (amount of debt secured by mortgage limited for recording tax purposes)	Recorded 4/19/99 as Instr. No. 99061069 in Book 04224, Page 0802	Schedule 5
6.	Highway 10 East P.O. Box 179 Alton (Sioux County), Iowa 51003	Recorded 5/3/99 at File 1999, Car 12416 Re-recorded 11/15/99 at File 1999, Card 5898	Schedule 6
7.	1900 Murray Sioux City (Woodbury County), Iowa 51111	Recorded 03/26/99, Doc. # 18068, Roll 427, Jrunge 1388 Re-recorded 11/15/99 Doc. # 8565, Roll 446, Image 1925	Schedule 7
8.	18305 S. Cole Road Boise (Ada County), Idaho 83705	Recorded 3/22/99 as Inst. No. 99 027308	Schedule 8
9.	P.O. Box 55 E. St. Louis (St. Clair County), Illinois 62071	Recorded 3/26/99 as Doc. No. A01486203 in Book 3332, Page 90 Re-recorded 12/02/99 as Doc. No. A01531232 in Book 3398, Page 1338	Schedule 9

## **UNOFFICIAL COPY**

_	Property Address/County/State	Deed of Trust/ Mortgage	Legal Description
10.	3000 West Wireton Road, Blue Island (Cook County), Illinois 60406	Mortgage: Recorded 3/23/99 in Vol. 1356, Pg. 257 as Doc. No. 99279609  First Amendment: Recorded 6/1/99 in Vol. 5385, Pg. 15 as Doc. No. 99521875.  Mortgage Affirmation & Modification Agreement: Recorded 10/6/99 as Doc. No. 99946685	Schedule 10
11.	P.O. Box 399 74 S. Old Franklyn Road, Shelbyville (Shelby County), Indiana 46176	Recorded 3/24/99 as Inst. No. 00 02929	Schedule 11
12.	685 Adams Street Kansas City (Wyandotte County), Kansas 66105	Recorded 04/07/99 as Doc. No. 1296274 in Book 4075 Page 333	Schedule 12
13.	RFD 1, Box 125 Linkwood (Dorchester Courty), Maryland 21835	Recorded 4/22/99 at Liber 0400, Folio 0550	Schedule 13
14.	600 Jay Street Coldwater (Branch County), Michigan 49036 (held in the name "Darling & Company")	Recorded 03/22/99, Liber 00759, Page 0420-0448 Recorded 10/06/99, Liber 00780, Page 0290-0319	Schedule 14
15.	3350 Greenfield Road Melvindale aka Dearborn (Wayne County), Michigan 48122	Recorded (5/11/99, Inst. 99292177, Liber 30203, Page 5734 Re-recorded 11/24/99, Inst. 99571840, Liber 30741 Page 398	Schedule 15
16.	Rural Route 3, Box 1 Blue Earth (Faribault County), Minnesota 56013	Recorded 05/06/99, Doc. # 304215	Schedule 16
17.	Intentionally Deleted	76	Schedule 17 is intentionally omitted
18.	P.O. Box 50548 Billings (Yellowstone County), Montana 59105	Recorded 3/22/99 as Doc. No. 3043417	Schedule 18
19.	Rural Route 4 Norfolk (Madison and Stanton Counties), Nebraska 68701	A) Madison County: Recorded 3/23/99 in M99-3, Pages 1441-1470 Re-recorded 11/19/99 in M99-11, Page 1114-1145 & B) Stanton County: Recorded 3/22/99 in Vol. 90 of R.E. Mortgages, Page 338 Re-recorded 11/19/99 in Vol. 91 R.E. Mortgages, Page 580	Schedule 19
20.	3811 Dahlman Avenue Omaha ( <b>Douglas County</b> ), <b>Nebraska</b> 68107	Recorded 3/23/99 as document No. 07566-99-569-597 in Book 5648, Page 569	Schedule 20

## **UNOFFICIAL COPY**

	Property Address/County/State	Deed of Trust/ Mortgage	Legal Description
21.	4734 S. 27th Street Omaha (Douglas County), Nebraska 68107 (held in the name "Darling & Company")	Recorded 3/23/99 as document No. 07563-99-503-531 in Book 5648, Page 503	Schedule 21
22.	Rural Route 1 Box 75, County Road 13 Wahoo (Saunders County), Nebraska 68066	Recorded 3/22/99, Inst. #334 in Book 231, Page 1146 of Gen. Re-recorded 10/27/99, Inst. 409, Book 239, Page 104	Schedule 22
23.	P. O. Box 31, West Point (Cuming County), Nebraska 68786 Carount of debt secured by mortgage limited for recording tax purposes	Recorded 4/1/99 in Mort. Book 157, Pages 402-430 as File No. 45667 Re-recorded 11/19/99 in Mort. Book 161, Pages 186- 214 as File No. 5869	Schedule 23
24.	825 Wilson Avenue Newark (Essex County), New Jersey 07106	Recorded 03/25/99 in Book 7242, Page 697 Re-recorded 09/15/99 in Book 7358, Page 242	Schedule 24
25.	Nellis Industrial Park, Unit No. 1, North Las Vegas (Clark County), Nevada	Recorded 3/23/99 in Book 990323 as Inst. No. 01732	Schedule 25
26.	2000 Williams Street Buffalo (Erie County), New York 14206 [amount of debt secured by mortgage limited for recording tax purposes; lost dollar mortgage]	Recorde J 04/22/99 in Book 12835, Page 5271	Schedule 26
27.	3275 W. 65th Street Cleveland (Cuyahoga County), Ohio 44102 (held in the name Darling & Company)	Recorded 3/23/99 as Inst. No. 199903231071 Re-recorded 09/13/99 as Inst. No. 199909130596	Schedule 27
28.	North 5th Street Collinsville (Tulsa County), Oklahoma 74021	Recorded 4/8/99 at Book 6198, Pages 0438-0489	Schedule 28
29.	P.O. Box 82505 Stockyard Station Oklahoma City (Oklahoma County), Oklahoma 73148	Recorded 7/13/99 as Doc. No. 1999107326 at Book 7636, Pgs. 554-584	Schedule 29
30.	P.O. Box 17201 Portland (Multnomah County), Oregon 97217	Recorded 3/23/99 as Doc. No. 99057906	Schedule 30
31.	Intentionally Deleted		Schedule 31 Intentionally Omitted
32.	1240 Sargent Rd. Dallas (Dallas County), Texas 75216	Recorded 3/22/99 in Vol. 99055, Page 01475	Schedule 32

	Property Address/County/State	Deed of Trust/ Mortgage	Legal Description
33.	3701 Schalker St. Houston (Harris County), Texas 77226	Recorded 3/22/99 under C.F. No. T612461 Re-recorded 11/10/99 under C.F. No. U073201	Schedule 33
34.	1712 75th Street Houston (Harris County), Texas 77011	Recorded 3/22/99 under CF No. T612461 Re-recorded 11/10/99 under CF No. U073201	Schedule 34
35.	8423 Quintanta P.O. Drawer DD San Antonio (Pexar County), Texas 78211	Recorded 3/22/99 in Vol. 7888, Page 1868	Schedule 35
36.	NE Loop 323 Tyler (Smith Courty), Fexas 75710	Recorded 3/23/99 at Vol. 4720, Page 115 under CF No. 99-R0012168 Re-recorded 10/13/99 at Vol. 5002, Page 66 under CF No. 99-R0045266	Schedule 36
37.	Tracts A, E & F Lynchburg (City of Lynchburg), Virginia (held in the name "Kavanaugh Industries, Inc.)	Recorded 04/16/99, Book 1081, Page 82	Schedule 37
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#### PARCEL:

THE EAST 131.00 FEET (MEASURED AT RIGHT ANGLES TO THE EAST LINE), THE WEST 2 ACRES OF A TRACT OF LAND DESCRIBED AS FOLLOWS: A PARCEL LYING SOUTHWESTERLY OF THE CENTER OF PUBLIC HIGHWAY KNOWN AS WIRETON HIGHWAY AND NORTHERLY OF THE CENTER OF A CREEK OF THAT PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 13 EZ, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE CENTER OF A CREEK WHICH SAID FOUNT IS 7.65 CHAINS EAST OF THE WEST LINE OF SAID SECTION 36 AND 984.13 FEET MORF OR LESS NORTH OF THE SOUTH LINE THEREOF, RUNNING THENCE NORTH 494.27 FEET MORE O'L LESS TO THE CENTER OF WHAT WAS THE CANAL FEEDER, THENCE SOUTH 461 1/4 DEGREES FUST ALONG THE CENTER OF SAID FEEDER 567.6 FEET, THENCE SOUTH 327.56 FEET MORE OR LESS TO THE CENTER OF SAID CREEK AND RUNNING THENCE NORTHWESTERLY ALONG THE CENTER OF SAID CREEK TO THE PLACE OF BEGINNING (EXCEPT, HOWEVER, FROM THE SAID TRACT THEREOF WEST 12 FEET THEREOF), IN COOK COUNTY, ILLINOIS: EXCEPT THAT PART OF THE FOREGOING TRACT OF LAND LYING NORTH OF THE NORTH LINE OF LANDS CONVEYED TO THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY BY INSTRUMENT RECORDED IN THE SAID RECORDER'S OFFICE AS DOCUMENT NUMBER 10482329 AND LYING SOUTHERLY OF A LINE DESCRIBED AS FOLLOWS:

**UNOFFICIAL COPY** 

BEGINNING AT A PINT IN A LINE DRAWN PARALLEL WITH AND 7.65 CHAINS (504.90 FEET) EAST OF THE WEST LINE OF SIAD NORTHWEST 1/4 SAID POINT BEING 1061.90 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST 1/4, THENCE SOUTHEASTERLY TO A POINT ON A LINE DRAWN PARALLEL WITH AND 13.93 CHAINS EAST OF THE WEST LINE OF SAID NORTHWEST 1/4 SAID POINT BEING 810.96 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST 1/4, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE EAST 1 ACRE OF THE WEST 3 ACRES OF A TRACT OF LAND LYING SOUTHWESTERLY OF THE CENTER LINE OF A PUBLIC HIGHWAY KNOWN AS WIRETON HIGHWAY AND NORTHERLY OF THE CENTER LINE OF A CREEK OF THAT PART OF THE NORTHWEST 1/4 OF SE TICN 36, TOWNSHIP 37 NORTH, RANGE 13 BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT 1. BOINT IN CENTER LINE OF A CREEK WHICH POINT IS 7.65 CHAIN EAST OF THE WEST LINE OF SAID SECTION 36 AND 984.13 FEET (MORE OR LESS) NORTH OF THE SOUTH LINE OF SPIC NORTHWEST 1/4, THENCE NORTH 494.27 FEET TO THE CENTER LINE OF WHAT WAS THE CANAL FEEDER, THENCE SOUTH 46 DEGREES 15 MINUTES EAST ALONG THE CENTER LINE OF SAID FEEDER 567.6 FEET, THENCE SOUTH 327.56 FEET TO A POINT TO THE CENTER LINE OF A CREEK, THENCE NORTHWESTERLY TO THE PLACE OF BEGINNING (EXCEPTING FROM SAID PREMISES THEW EST 12 FEET THEREOF), EXCEPTING FROM AFORESAID 1 ACRE TRACT OF LAND THAT PART THEREOF LYING SOUTH OF A LINE DESCRIBED AS:

BEGINNING A T POINT ON A LINE DRAWN PARALLEL WITH AND 7.65 CHAINS (504.90 FEET) EAST OF THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 34, SAID POINT BEING 1061.90 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST 1/4, THENCE SOUTHEASTERLY TO A POINT ON A LINE DRAWN PARALLEL WITH AND 13.93 CHAINS EAST OF THE WEST LINE OF SAID NORTHWEST 1/4, SAID POINT BEING \$10.95 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWET 1/4, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PTN + 24 - 36 - 111 - 017 \$042

3000-3100 W Wireton Rd Blue Island, IL

99521875

Return To: Sharm Cooper Property of Cook County Clerk's Office Chicago Title Insurance Company Southwest Region Commercial Center 2001 Bryan Street, Suite 1700 Dallas, Texas 75201 214-303-5300

#### **COLLATERAL MASTER ASSIGNMENT AND** AMENDMENT TO SECURITY INSTRUMENTS

This Instrument Prepared by and After Recording Return To:

Haynes & Boone, LLP 1000 Louisiana, Suite 4300 Houston, Texas 77002-5012 Attn: Justin V. Switzer

The Address and Federal Tax ID No. of Borrover The Clark's Office

Darling International Inc. 251 O'Connor Blvd., Suite 300 Irving, Texas 75038

Federal Tax ID No.: 36-2495346

The Address of Successor Agent Is: Credit Lyonnais New York Branch, as Agent 1301 Avenue of the Americas New York, New York 10019

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