

UNOFFICIAL COPY



0320934004

Eugene "Gene" Moore Fee: \$58.50

Cook County Recorder of Deeds

Date: 07/28/2003 01:06 PM Pg: 1 of 18

ASSUMPTION AND LOAN MODIFICATION AGREEMENT

This Assumption and Loan Modification Agreement ("Agreement") is made and entered into as of this 30th day of June, 2003, by and between METRO STORAGE LLC, a Delaware limited liability company ("Mortgagor") and NATIONAL CITY BANK OF MICHIGAN/ILLINOIS ("Mortgagee").

WITNESSETH:

WHEREAS, pursuant to the terms of a Loan Agreement dated December 15, 1999 by and among METRO STORAGE, LLC, an Illinois limited liability company that changed its name to HISTORIC METRO STORAGE LLC ("Metro Illinois"), STORAGE INVESTMENTS, L.L.C., an Illinois limited liability company ("SI"), MATTHEW M. NAGEL and K. BLAIR NAGEL and Mortgagee ("Loan Agreement"), Mortgagee made a term loan to Metro-Illinois and SI in the original principal amount of TWENTY MILLION SIX HUNDRED THOUSAND DOLLARS (\$20,600,000.00) ("Loan"); and

WHEREAS, the Loan is evidenced by a Note dated December 15, 1999 made by Metro-Illinois and SI in the original principal amount of TWENTY MILLION SIX HUNDRED THOUSAND DOLLARS (\$20,600,000.00) ("Original Note"); and

WHEREAS, the outstanding principal balance of the Original Note as of the date of this Agreement is SEVENTEEN MILLION EIGHT HUNDRED FORTY-FOUR THOUSAND ONE HUNDRED FIFTY-FOUR DOLLARS AND 87/100 (\$17,844,154.87); and

WHEREAS, the Loan is secured, in part, by Mortgages dated December 15, 1999 and amended by First Amendments to Mortgage dated April 3, 2003 (collectively "Mortgages"), encumbering the properties legally described on Exhibit "A," attached hereto and made a part hereof and commonly known as 435 Congress Park Drive, Centerville, Ohio, 60 Westpark Drive, Centerville, Ohio, 426 North Smithville Road, Dayton, Ohio, 8501 Springboro Pike, Miamisburg, Ohio, 2922 South 5th Court, Milwaukee, Wisconsin, 1235 South Highland Avenue, Lombard, Illinois, 1089 East Avenue, Streamwood, Illinois, 3501 West Washington Street, Gurnee, Illinois and 143 West 61st Street, Westmont, Illinois (collectively "Properties"); and

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WHEREAS, the Loan is further secured by the Loan Documents (as defined in the Loan Agreement) including, without limitation, a Guaranty executed by Mortgagor dated March 10, 2003 (replacing the Guarantees executed by Matthew M. Nagel and K. Blair Nagel dated December 15, 1999), to and for the benefit of Mortgagee (“Guaranty”); and

WHEREAS, in order to induce Mortgagee to consent to the merger of SI with and into Metro-Illinois, the subsequent merger of Metro-Illinois with and into Mortgagor and the conveyance of the Properties from SI to Metro-Illinois and from Metro-Illinois to Mortgagor, Mortgagor agrees, subject to the same recourse limitations contained in the Guaranty, to execute and to deliver to Lender an Amended and Restated Note replacing the Original Note (“A&R Note”) and assume all of the liabilities and obligations of Metro-Illinois and SI under the Loan Agreement, the Mortgage and the other Loan Documents and agrees that the Loan Agreement, the Mortgage and other Loan Documents shall be modified as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals 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. **A&R Note.** Contemporaneously with the execution of this Agreement, Mortgagor shall execute and deliver the A&R Note to Lender.
2. **Assumption.** Subject to the recourse limitations contained in the A&R Note, Mortgagor hereby expressly assumes all of Metro-Illinois’ and SI’s liabilities and obligations under the Loan Agreement, the Mortgages and the other Loan Documents in accordance with the terms thereof, with the same force and effect as if the Loan Agreement, the Mortgages and the other Loan Documents have all been made, entered into and executed and delivered by Mortgagor. Accordingly, the Loan Agreement, the Mortgages and the other Loan Documents are hereby modified to change the “Borrowers” or the “Mortgagor,” as applicable, from Metro-Illinois and/or SI to Metro Storage LLC.
3. **Additional Loan Expenses.** Mortgagor hereby agrees to pay all expenses, charges, costs and fees relating to this Agreement, including, without limitation, Mortgagee’s reasonable attorneys’ fees in connection with the negotiation and documentation of this Agreement, and all other expenses, charges, costs and fees referred to or necessitated by the terms of this Agreement (collectively, the “Additional Loan Expenses”). In the event the Additional Loan Expenses are not paid to Mortgagee within five (5) days after the written demand therefore by Mortgagee, the Additional Loan Expenses shall bear interest from the date so incurred until paid at the Default Rate (as defined in the Loan Agreement).
4. **Guaranty.** Upon the execution and delivery of this Agreement and the A&R Note, the Guaranty shall be terminated and of no further force or effect.
5. **Representations and Warranties.** Mortgagor represents and warrants to Mortgagee that: (i) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; (ii) upon the execution and delivery of this Agreement, it shall be valid,

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binding and enforceable upon Mortgagor in accordance with its terms; (iii) the execution and delivery of this Agreement does not and will not contravene, conflict with, violate or constitute a default under any agreement or any applicable law, rule, regulation, judgment, decree or order, or any agreement, indenture or instrument to which Mortgagor is a party or by which Mortgagor is bound; (iv) no default or event or condition which would become a default with the giving of notice and/or the passage of time, exists under the Loan Agreement, the Original Note, the A&R Note, the Mortgages or any other of the Loan Documents, as amended by this Agreement; (v) there is not any condition, event or circumstance existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending, or to the best of Mortgagor's knowledge threatened, affecting Mortgagor, or which could prevent it from complying with or performing its obligations under the Loan Agreement, the Mortgages, and the other Loan Documents, as amended by this Agreement, within the time limits set forth therein for such compliance or performance, and no basis for any such matter exists.

6. **Amendment.** Except as specifically modified by the terms of this Agreement, the terms and conditions of the Loan Agreement, the Mortgages and the other Loan Documents shall be and remain in full force and effect and shall continue to govern the rights and obligations of the parties. Without in any way limiting the foregoing, Mortgagor hereby represents and warrants that it currently knows of no defenses to the enforcement of the Loan Agreement, the Mortgages or any of the other Loan Documents, as modified hereby. Mortgagor hereby restates, remakes and reaffirms any and all covenants, representations and warranties contained in the Loan Agreement, the Mortgages and any of the Loan Documents, as if all such instruments had been executed as of the date hereof.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have duly authorized and executed this Assumption and Loan Modification Agreement as of the date first above written.

MORTGAGOR:

Signed and acknowledged in the presence of:

Kathryn L Keturoskey
Print: KATHRYN L KETUROSKEY

Marvin J Conaghan
Print: Marvin J Conaghan

METRO STORAGE LLC, a Delaware limited liability company

By: **ROCKLAND INVESTMENTS LLC**, an Illinois limited liability company
Its: Managing Member

By: Matthew M Nagel
MATTHEW M. NAGEL, Manager

MORTGAGEE:

Signed and acknowledged in the presence of:

John Murphy
Print: JOHN MURPHY

Katherine Walker
Print: KATHERINE WALKER

NATIONAL CITY BANK OF MICHIGAN/ILLINOIS

By: Michael W...
Its: S.V.P.

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This instrument was prepared by and after recording return to:

Andrew M. Sachs, Esq.
ROBBINS, SALOMON & PATT, LTD.
25 East Washington Street, Suite 1000
Chicago, Illinois 60602
(312) 782-9000

Property of Cook County Clerk's Office

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EXHIBIT "A"

LEGAL DESCRIPTION 435 CONGRESS PARK DRIVE, CENTERVILLE, OHIO

PARCEL I:

SITUATE IN THE TOWNSHIP OF WASHINGTON, COUNTY OF MONTGOMERY, STATE OF OHIO; SECTION 31, TOWN 2, RANGE 6 MRS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN AT THE NORTHWEST CORNER OF WINDSOR SQUARE CONDOMINIUM PHASE I AS RECORDED IN PLAT BOOK 106, PAGE 76 AND ON THE EAST RIGHT-OF-WAY LINE OF CONGRESS PARK DRIVE;

THENCE NORTH 03 DEG. 14' 30" EAST WITH THE EAST RIGHT-OF-WAY LINE OF CONGRESS PARK DRIVE A DISTANCE OF 164.50 FEET;

THENCE SOUTH 86 DEG. 45' 30" EAST A DISTANCE OF 627.29 FEET;

THENCE SOUTH 17 DEG. 00' 00" EAST A DISTANCE OF 175.33 FEET TO AN IRON PIN FOUND;

THENCE NORTH 86 DEG. 45' 30" WEST A DISTANCE OF 687.95 FEET TO THE PLACE OF BEGINNING.

CONTAINING 2.483 ACRES, MORE OR LESS.

PARCEL II:

SITUATE IN THE TOWNSHIP OF WASHINGTON, COUNTY OF MONTGOMERY, STATE OF OHIO; SECTION 31, TOWN 2, RANGE 6 MRS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN AT THE NORTHWEST CORNER OF WINDSOR SQUARE CONDOMINIUM PHASE I AS RECORDED IN PLAT BOOK 106, PAGE 76 AND ON THE EAST RIGHT-OF-WAY LINE OF CONGRESS PARK DRIVE;

THENCE NORTH 03 DEG. 14' 30" EAST WITH THE EAST RIGHT-OF-WAY LINE OF CONGRESS PARK DRIVE A DISTANCE OF 164.50 FEET TO THE TRUE PLACE OF BEGINNING;

THENCE NORTH 03 DEG. 14' 30" EAST CONTINUING WITH THE EAST RIGHT-OF-WAY LINE OF CONGRESS PARK DRIVE A DISTANCE OF 106.47 FEET TO A CUT CROSS;

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THENCE NORTHWARDLY CONTINUING WITH THE EAST RIGHT-OF-WAY LINE OF CONGRESS PARK DRIVE ON A CURVE TO THE LEFT A DISTANCE OF 78.27 FEET (RADIUS 635.00 FEET, I-ANGLE 07 DEG. 03' 27", CHORD LENGTH 78.22 FEET, CHORD BEARING NORTH 00 DEG. 17' 09" WEST) TO AN IRON PIN FOUND;

THENCE SOUTH 86 DEG. 45' 30" EAST, A DISTANCE OF 569.16 FEET TO AN IRON PIN FOUND;

THENCE SOUTH 02 DEG. 44' 55" WEST A DISTANCE OF 14.18 FEET TO AN IRON PIN FOUND;

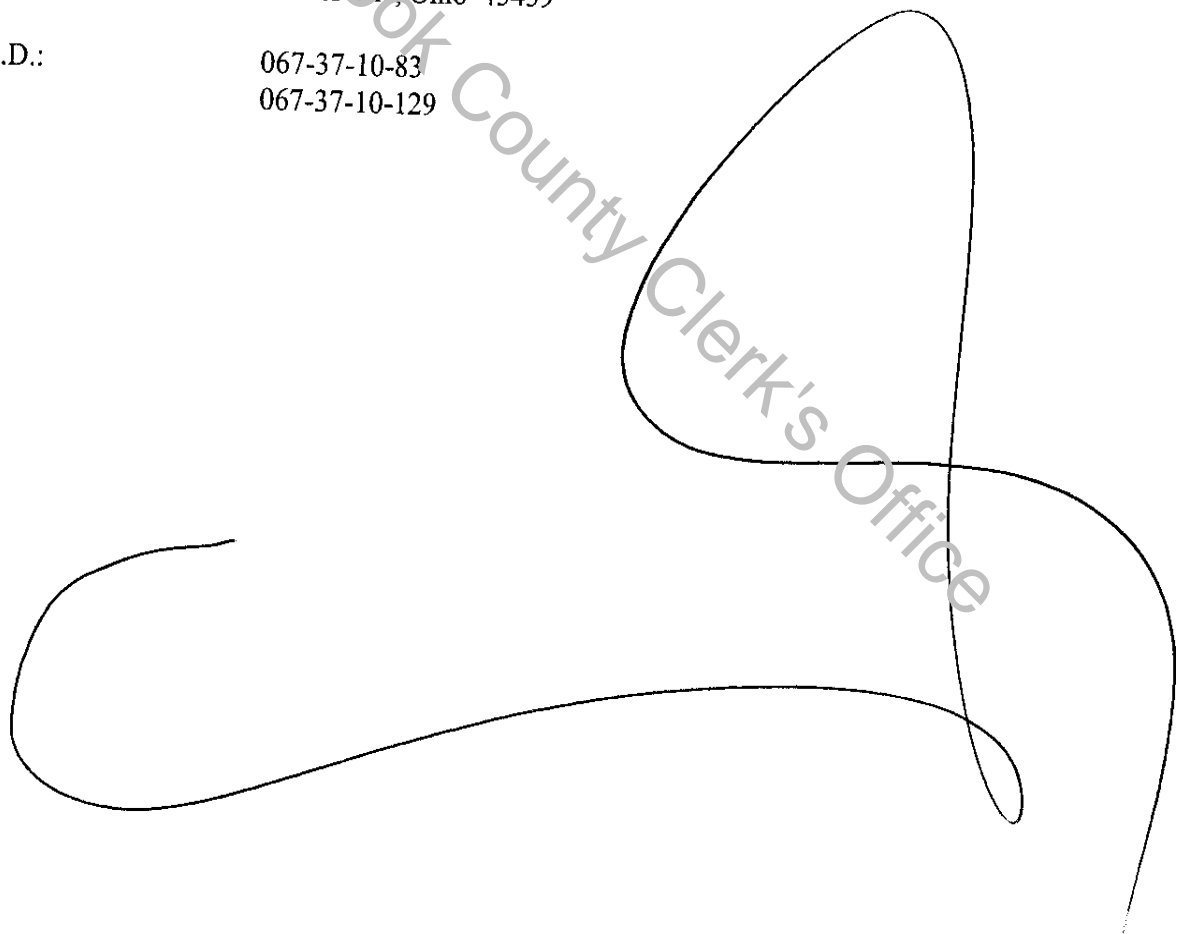
THENCE SOUTH 17 DEG. 00' 00" EAST A DISTANCE OF 181.57 FEET;

THENCE NORTH 86 DEG. 45' 30" WEST A DISTANCE OF 627.29 FEET TO THE TRUE PLACE OF BEGINNING.

CONTAINING 2.517 ACRES MORE OR LESS.

Common address: 435 Congress Park Drive
Centerville, Ohio 45459

Parcel I.D.: 067-37-10-83
067-37-10-129



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LEGAL DESCRIPTION 60 WESTPARK DRIVE, CENTERVILLE, OHIO

TRACT 1

LOCATED IN SECTION 19, TOWN 2, RANGE 6 M.R.S., CITY OF CENTERVILLE, COUNTY OF MONTGOMERY, STATE OF OHIO, AND BEING A TRACT OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF WESTPARK ROAD AS RECORDED IN BOOK 77, PAGE 77 AND BOOK 86, PAGE 3, IN THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO, SAID POINT OF BEGINNING BEING LOCATED NORTH 4 DEGREES 28 MINUTES 40 SECONDS EAST AND 508.42 FEET FROM THE CENTERLINE OF EAST FRANKLIN STREET AND THE SOUTH LINE OF SAID SECTION 19, SAID POINT OF BEGINNING ALSO BEING THE NORTHWEST CORNER OF LAND CONVEYED TO RALPH G. WOODLEY AND ROBERT B. FERGUSON BY DEED RECORDED IN BOOK 2486, PAGE 610 IN THE DEED RECORDS OF MONTGOMERY COUNTY, OHIO;

THENCE IN AN EASTWARDLY DIRECTION WITH THE NORTH LINE OF SAID WOODLEY AND FERGUSON LAND, SOUTH 86 DEGREES 57 MINUTES 00 SECONDS EAST FOR 545.96 FEET TO A POINT ON THE WEST LINE OF A 0.918 ACRES TRACT OF LAND CONVEYED TO BAHN & SNEAD, INC., BY DEED RECORDED IN BOOK 2317, PAGE 657 IN THE DEED RECORDS OF MONTGOMERY COUNTY, OHIO;

THENCE SOUTHWARDLY WITH SAID WEST LINE AND ITS EXTENSION, SAID EXTENSION BEING THE WEST LINE OF A 0.918 ACRE TRACT OF LAND LEASED TO TECH-WAY INDUSTRIES, INC. BY LEASE RECORDED IN BOOK 91, PAGE 465 IN THE LEASE RECORDS OF MONTGOMERY COUNTY, OHIO SOUTH 4 DEGREES 28 MINUTES 40 SECONDS WEST FOR 165.05 FEET;

THENCE LEAVING SAID WEST LINE IN A WESTWARDLY DIRECTION ON A LINE PARALLEL TO SAID CENTERLINE OF EAST FRANKLIN STREET AND SAID SECTION LINE, NORTH 86 DEGREES 57 MINUTES 00 SECONDS WEST 545.96 FEET TO A POINT ON SAID EAST LINE OF WESTPARK ROAD;

THENCE IN A NORTHWARDLY DIRECTION WITH SAID EAST LINE, NORTH 4 DEGREES 28 MINUTES 40 SECONDS EAST FOR 165.05 FEET TO THE POINT OF BEGINNING, CONTAINING 2.068 ACRES, MORE OR LESS.

TRACT 2

LOCATED IN SECTION 19, TOWN 2, RANGE 6 MRS, CITY OF CENTERVILLE, COUNTY OF MONTGOMERY, STATE OF OHIO AND BEING A TRACT OF LAND DESCRIBED AS FOLLOWS:

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BEGINNING AT A POINT IN THE EAST LINE OF WESTPARK ROAD AS RECORDED IN BOOK 77, PAGE 77 AND BOOK 86, PAGE 3, IN THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO, SAID POINT OF BEGINNING BEING LOCATED NORTH 04° 28' 40" EAST AND 508.42 FEET FROM THE CENTERLINE OF EAST FRANKLIN STREET AND THE SOUTH LINE OF SAID SECTION 19;

THENCE IN A NORTHWARDLY DIRECTION WITH THE EAST LINE OF SAID WESTPARK NORTH 04° 28' 40" EAST FOR 90.03 FEET;

THENCE LEAVING SAID EAST LINE OF WESTPARK ROAD SOUTH 86° 57' 00" EAST FOR 545.96 FEET TO A POINT IN THE WEST LINE OF A 0.918 ACRE TRACT OF LAND CONVEYED TO A PAUL L. HARPER, ET AL. BY DEED RECORDED IN MICROFICHE NO. 73-74C04 IN THE DEED RECORDS OF MONTGOMERY COUNTY, OHIO;

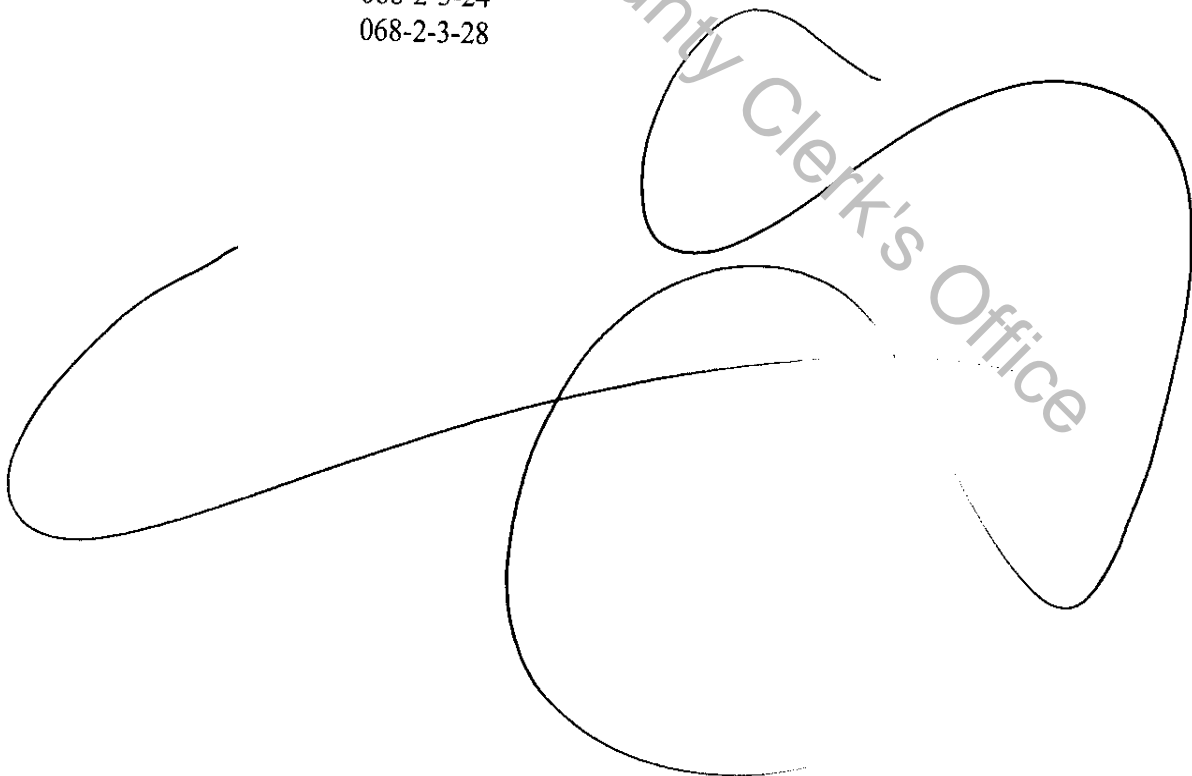
THENCE WITH THE WEST LINE OF SAID HARPER, ET AL. LAND SOUTH 04° 28' 40" WEST FOR 90.03 FEET;

THENCE LEAVING SAID WEST LINE OF HARPER, ET AL. AND NORTH 86° 57' 00" WEST FOR 545.96 FEET TO THE POINT OF BEGINNING COUNTING 1.128 ACRES, MORE OR LESS.

Common address: 60 Westpark Drive
Centerville, Ohio 45459

Parcel I.D.: 068-2-3-24
068-2-3-28

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UNOFFICIAL COPY**LEGAL DESCRIPTION - DAYTON, OHIO**

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

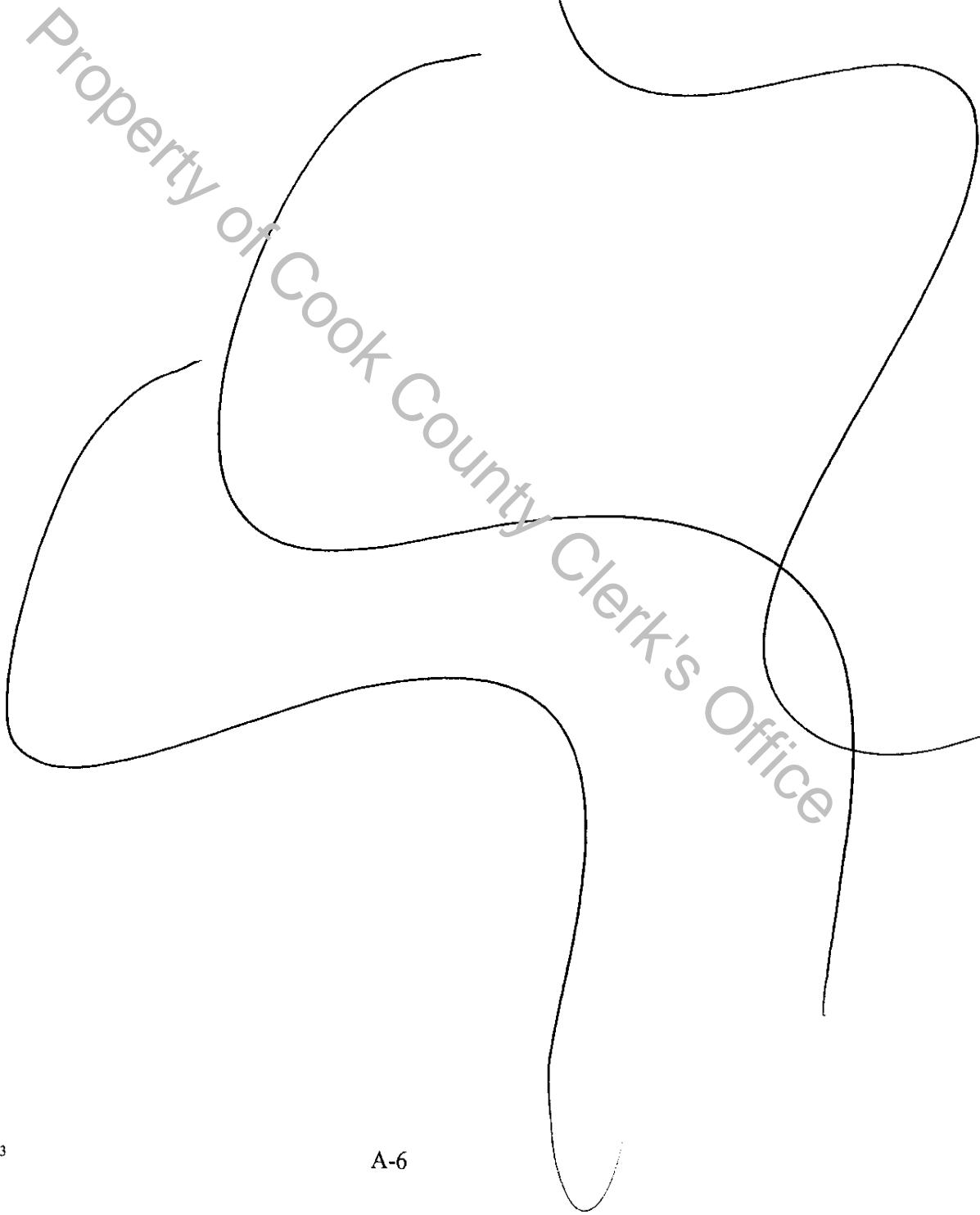
SITUATE IN THE CITY OF DAYTON, COUNTY OF MONTGOMERY, STATE OF OHIO AND BEING PART OF LOTS 28487, 79414 AND 79415, ALL OF THE CONSECUTIVE NUMBERS OF LOTS ON THE REVISED PLAT OF THE CITY OF DAYTON, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN SMITHVILLE ROAD, AT THE NORTHEAST CORNER OF LAND CONVEYED TO THE CITY OF DAYTON BY DEED RECORDED IN MICROFICHE NO. 78-2E09 IN THE DEED RECORDS OF MONTGOMERY COUNTY, OHIO, SAID POINT BEING IN THE WESTERN EXTENSION OF THE SOUTH LINE OF CITY LOT 41034 OF THE PLAT OF SAID CITY OF DAYTON, OHIO, SAID POINT BEING ALSO 41.05 FEET EAST OF THE CENTERLINE OF SAID SMITHVILLE ROAD; THENCE WITH THE WESTERN EXTENSION OF THE SOUTH LINE OF SAID LOT 41034, AND WITH THE SOUTH LINE OF SAID LOT 41034, AND WITH THE SOUTH LINE OF FLORAL PARK PLAT AS RECORDED IN PLAT BOOK O, PAGES 45 THROUGH 48 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO, SAID PLAT SOUTH LINE ALSO BEING THE SOUTH LINE OF CITY LOTS 81307, 81308, 81309, RIDGELAND AVENUE (VACATED) AND CITY LOT 81310, NORTH 87 DEG. 29' 17" EAST 625.32 FEET TO THE SOUTHWEST RIGHT-OF-WAY LINE OF THE BALTIMORE AND OHIO RAILROAD, AN 80.00 FOOT RIGHT OF WAY AND THE SOUTHWEST CORNER OF SAID LOT 81310, THENCE IN A SOUTHEASTWARDLY DIRECTION WITH SAID RAILROAD RIGHT-OF-WAY SOUTH 46 DEG. 05' 40" EAST 316.67 FEET TO THE EASTWARD EXTENSION OF THE NORTH LINE OF CITY LOT 79414; THENCE IN A WESTWARDLY DIRECTION WITH THE EASTWARD EXTENSION OF CITY LOT 79414, AND THE NORTH LINE OF LOT 79414, SOUTH 87 DEG. 41' 13" WEST 288.08 FEET; THENCE SOUTH 02 DEG. 18' 50" EAST 170.00 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF RADIO ROAD, A 60.00 FOOT RIGHT OF-WAY; THENCE IN A WESTWARDLY DIRECTION WITH THE NORTH RIGHT-OF-WAY OF RADIO ROAD, SOUTH 87 DEG. 41' 10" WEST 31.50 FEET TO THE SOUTHWEST CORNER OF CITY LOT 79413; THENCE IN A NORTHWARDLY DIRECTION WITH THE EAST LINE OF CITY LOT 79413, NORTH 02 DEG. 18' 50" WEST, 170.00 FEET TO THE NORTH LINE OF CITY LOT 79413, AND THE SOUTH LINE OF CITY LOT 79415; THENCE IN A WESTWARDLY DIRECTION, WITH THE SOUTH LINE OF CITY LOT 79415, THE NORTH LINE OF CITY LOT 79413 AND ITS WESTWARD EXTENSION BEING THE NORTH LINE OF CITY LOT 79412, AND THE WESTWARD EXTENSION OF CITY LOT 79412, SOUTH 87 DEG. 41' 10" WEST 543.23 FEET TO THE SOUTHWEST CORNER OF SAID CITY OF DAYTON LAND; THENCE WITH THE EAST LINE OF SAID CITY OF DAYTON LAND, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 394.20 FEET, ARC LENGTH OF 79.31 FEET, AND A LONG CHORD NORTH 06 DEG. 05' 20" EAST 79.18 FEET; THENCE CONTINUING ALONG SAID CITY OF DAYTON LAND, NORTH 00 DEG. 19' 30" EAST 148.29 FEET TO THE POINT OF BEGINNING, CONTAINING 3.996 ACRES, MORE OR LESS.

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Common address: 426 North Smithville Road
Dayton, Ohio 45431

Parcel I.D.: R722-154-16-12
R722-154-16-11
R722-154-16-5
R722-154-16-4
R72-48-11-254,285



UNOFFICIAL COPY**LEGAL DESCRIPTION - MIAMISBURG, OHIO**

SITUATE IN THE TOWNSHIP OF MIAMI, COUNTY OF MONTGOMERY, STATE OF OHIO, SECTION 18, TOWN 2, RANGE 5 MRS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET AT THE INTERSECTION OF NORTH RIGHT-OF WAY LINE OF I-675 RAMP Y AND THE WEST RIGHT-OF-WAY LINE OF SPRINGBORO PIKE (STATE ROUTE 741);

THENCE WITH THE NORTH AND EAST RIGHT-OF-WAY LINE OF SAID I-675 RAMP Y THE FOLLOWING FIVE (5) COURSES;

1. SOUTH 78° 25' 13" WEST A DISTANCE OF 63.92 FEET TO AN IRON PIN SET;
2. NORTH 79° 44' 55" WEST A DISTANCE OF 179.87 FEET TO AN IRON PIN SET;
3. NORTH 53° 24' 13" WEST A DISTANCE OF 352.39 FEET TO AN IRON PIN SET;
4. NORTH 33° 21' 23" WEST A DISTANCE OF 176.46 FEET TO AN IRON PIN SET;
5. NORTH 05° 10' 31" WEST A DISTANCE OF 503.97 FEET TO AN IRON PIN SET;

THENCE SOUTH 65° 21' 30" EAST A DISTANCE OF 334.04 FEET TO AN IRON PIN FOUND;

THENCE SOUTH 12° 35' 36" WEST A DISTANCE OF 454.88 FEET TO AN IRON PIN FOUND;

THENCE SOUTH 53° 24' 13" EAST A DISTANCE OF 275.92 FEET TO AN IRON PIN FOUND;

THENCE SOUTH 79° 44' 55" EAST A DISTANCE OF 250.87 FEET TO AN IRON PIN SET ON THE WEST RIGHT-OF-WAY LINE OF SAID SPRINGBORO PIKE;

THENCE SOUTH 05° 10' 39" WEST WITH THE RIGHT-OF-WAY LINE OF SAID SPRINGBORO PIKE A DISTANCE OF 86.57 FEET TO THE PLACE OF BEGINNING.

CONTAINING 4.011 ACRES, MORE OR LESS.

Common address: 8501 Springboro Pike
Miamisburg, Ohio 45342

Parcel I.D.: K45-26-7-115

UNOFFICIAL COPY**LEGAL DESCRIPTION - MILWAUKEE, WISCONSIN**

LOTS 9 AND 10, TOGETHER WITH THAT PORTION OF VACATED SOUTH 5TH COURT ADJOINING SAID LOTS, BLOCK 3, IN FREEWAY INDUSTRIAL PARK, BEING A SUBDIVISION OF A PART OF THE SOUTHEAST 1/4 OF SECTION 8, TOWN 6 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

ALSO ALL THAT PART OF THE SOUTHEAST 1/4 OF SECTION 8, TOWN 6 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH IS 733.17 FEET NORTH MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID 1/4 SECTION, WHICH SAID POINT IS ALSO DISTANT 75 FEET NORTHEASTERLY MEASURED AT RIGHT ANGLES FROM THE CENTERLINE BETWEEN THE TWO MAIN TRACKS OF THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, COMMONLY KNOWN AS THE ST. FRANCIS CUTOFF; THENCE EAST ALONG THE SOUTH LINE OF FREEWAY INDUSTRIAL PARK, A RECORDED SUBDIVISION IN SAID 1/4 SECTION, A DISTANCE OF 290 FEET TO A POINT ON THE WESTERLY LINE OF LANDS ACQUIRED FOR EXPRESSWAY PURPOSES; THENCE SOUTHERLY ALONG THE RIGHT OF WAY OF EXPRESSWAY I-94 TO A POINT WHICH IS DISTANT 75 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE AFORESAID CENTERLINE BETWEEN THE TWO MAIN TRACKS OF THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY; THENCE NORTHWESTERLY, PARALLEL WITH SAID TRANSPORTATION CENTERLINE TO THE PLACE OF BEGINNING.

Common address: 2922 South 5th Court
Milwaukee, Wisconsin 53207

Tax Key No.: 506-0110-121-9

UNOFFICIAL COPY**LEGAL DESCRIPTION - LOMBARD, ILLINOIS**

PARCEL 1: LOT 5 OF WALTON'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 9, 1979 AS DOCUMENT R79-101654 IN DU PAGE COUNTY, ILLINOIS.

ALSO KNOWN AS: THE NORTH 613.1 FEET OF THE WEST 850.0 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE SOUTH 60.0 FEET OF THE WEST 300.0 FEET THEREOF, AND EXCEPT THE NORTH 221.19 FEET OF THE EAST 373.21 FEET THEREOF AND EXCEPT THE SOUTH 127.0 FEET OF THE NORTH 348.19 FEET OF THE EAST 70.85 FEET THEREOF AND EXCEPT THE WEST 200.0 FEET OF THE NORTH 508.1 FEET THEREOF AND EXCEPT THE EAST 170.0 FEET OF THE WEST 370.0 FEET OF THE NORTH 453.06 FEET THEREOF AND EXCEPT THE NORTH 400.0 FEET OF THE EAST 106.79 FEET OF THE WEST 476.79 FEET THEREOF, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH 60.0 FEET OF THE WEST 300.0 FEET OF THE NORTH 613.1 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS DESCRIBED IN THE RECIPROCAL GRANT OF EASEMENT RECORDED JANUARY 2, 1980 AS DOCUMENT R80-000400 OVER THE FOLLOWING DESCRIBED PROPERTY:

LOT 4 IN WALTON'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Common address: 1235 South Highland Avenue
Lombard, Illinois 60148

P.I.N.: 06-20-106-060

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LEGAL DESCRIPTION - STREAMWOOD, ILLINOIS

UNNUMBERED LOT IN PLAT OF CONSOLIDATION OF ALL THAT PART OF LOTS 1 & 2 IN LASALLE BUSINESS CENTER, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED OCTOBER 6, 1993 AS DOCUMENT 93799805 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MARCH 24, 1994 AS DOCUMENT 94267381 IN, COOK COUNTY, ILLINOIS.

Common address: 1089 East Avenue
Streamwood, Illinois 60107

P.I.N.: 06-25-204-013

UNOFFICIAL COPY

LEGAL DESCRIPTION - GURNEE, ILLINOIS

PARCEL 1:

THE WEST 232.0 FEET OF THE EAST 1229.74 FEET OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER THE WEST 40.0 FEET OF THE EAST 997.74 FEET OF THAT PART OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF WASHINGTON STREET, AS GRANTED BY INSTRUMENT RECORDED DECEMBER 5, 1990 AS DOCUMENT 2970591 IN LAKE COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR STORM WATER DRAINAGE FOR THE BENEFIT OF PARCEL 1 AS GRANTED BY INSTRUMENT RECORDED DECEMBER 5, 1990 AS DOCUMENT 2970592, IN LAKE COUNTY, ILLINOIS.

Common address: 3501 West Washington Street
Gurnee, Illinois 60031

P.I.N. 07-24-400-043
07-24-400-054

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LEGAL DESCRIPTION - WESTMONT, ILLINOIS

THE WESTERLY 266.0 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THE SOUTH 855 FEET THEREOF), IN DU PAGE COUNTY, ILLINOIS.

Common Address: 143 West 61st Street
Westmont, Illinois 60559

P.I.N.: 09-16-406-010

Property of Cook County Clerk's Office