

UNOFFICIAL COPY



Doc#: 0415332010
Eugene "Gene" Moore Fee: \$56.00
Cook County Recorder of Deeds
Date: 08/01/2004 09:56 AM Pg: 1 of 17

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Much Shelist
191 North Wacker Drive, Suite 1800
Chicago, IL 60606.1615
Attn: Michael D. Burstein, Esq.

This space reserved for Recorder's use only

MODIFICATION OF LOAN DOCUMENTS

THIS MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the ___ day of February, 2004, by and among LP 301, L.L.C., an Illinois limited liability company ("Borrower"), THOMAS W. THOMPSON ("Thompson") and TRI COUNTY INTERNATIONAL, INC., an Illinois corporation ("Tri County"; Thompson and Tri County are collectively referred to in this Agreement as "Guarantor") and COLE TAYLOR BANK, its successors and assigns ("Lender").

RECITALS:

A. Lender previously made a loan ("Loan") to Borrower in the principal amount of One Million Four Hundred Thousand and No/100 Dollars (\$1,400,000.00), as evidenced by a Promissory Note dated November 7, 2003, in the principal amount of the Loan made payable by Borrower to the order of Lender ("Note").

B. The Note is secured by, among other things, (i) that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated November 7, 2003, from Borrower to Lender recorded with the Recorder of Deeds in Cook, County, Illinois (the "Recorder's Office") on November 26, 2003, as Document No. 0333039161 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Property"), (ii) that certain Assignment of Rents and Leases dated November 7, 2003, from Borrower to Lender and recorded in the Recorder's Office on November 26, 2003, as Document No. 0333039182 (the "Assignment of Leases"); (iii) that certain Junior Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated November 7, 2003, from Cole Taylor Bank, not personally but solely as Trustee under Land Trust dated May 1, 1999, and known as Trust No. 99-8247 (the "Land Trust") to Lender recorded with the Recorder of Deeds in Cook, County, Illinois (the "Recorder's Office") on November 26, 2003, as Document No. 0333039186 ("Junior Mortgage"), which Junior Mortgage encumbers the real property and all improvements thereon legally described on Exhibit B hereto ("Junior Property"), (iv) that certain Junior Assignment of Rents and Leases dated November 7, 2003, from Land Trust to Lender and recorded in the Recorder's Office on November 26, 2003, as Document No. 0333039187 (the "Junior Assignment of Leases") (v) that certain Environmental Indemnity Agreement dated November 7, 2003, from Borrower and Guarantor to

BOX 15

BOX 15

THOMAS W. THOMPSON 387944 / 547047 / 539173 / 547058

UNOFFICIAL COPY

Lender (the "**Indemnity Agreement**"); and (vi) certain other loan documents (the Note, the Mortgage, the Assignment of Leases, the Junior Mortgage, the Junior Assignment of Leases, the Indemnity Agreement, the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to in this Agreement as the "**Loan Documents**").

C. The Loan is further secured by a Guaranty of Payment dated November 7, 2003, from Guarantor to Lender (the "**Guaranty**").

D. Borrower desires to amend the Loan Documents in order to extend the Maturity Date of the Note to July 31, 2004..

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth above (which are incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the Loan Documents, as provided in this Agreement, (iii) the covenants and agreements contained in this Agreement, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged, the parties agree as follows:

1. Maturity Date.

The Maturity Date of the Note is extended to July 31, 2004. Any reference in the Note, the Mortgage, the Junior Mortgage or any other Loan Document to the Maturity Date shall mean July 31, 2004.

2. Representations and Warranties of Borrower.

Borrower represents, covenants and warrants to Lender as follows:

(a) The representations and warranties in the Mortgage and the other Loan Documents are true and correct as of this date.

(b) There is currently no Event of Default (as defined in the Mortgage) under the Note, the Mortgage or the other Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the Mortgage or the other Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower and Guarantor, as applicable, enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Borrower, Guarantor or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(e) As of this date, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified in this Agreement.

(f) Each of Borrower and Tri County is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified in this Agreement. The execution and delivery of this Agreement and the performance of the Loan Documents as modified in this Agreement have been duly authorized by all

UNOFFICIAL COPY

requisite action by or on behalf of each of Borrower and Tri County. This Agreement has been duly executed and delivered on behalf of each of Borrower and Tri County.

3. Title Policy.

As a condition precedent to the agreements contained in this Agreement, Borrower shall, at its sole cost and expense, cause Tigor Title Insurance Company to issue an endorsement to each of Lender's title insurance policy No. 2000 000387946 SC (the "Title Policy") and Lender's title insurance policy No. 2000 000539173 ST0 (the "Junior Title Policy"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring (i) the first priority of the lien of the Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender, and (ii) the priority of the lien of the Junior Mortgage, subject only to the exceptions set forth in the Junior Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.

4. Reaffirmation of Guaranty.

Guarantor ratifies and affirms the Guaranty and agrees that the Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Guarantor in the Guaranty are, as of this date, true and correct and Guarantor does not know of any default thereunder. The Guaranty continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranty.

5. Expenses.

As a condition precedent to the agreements contained in this Agreement, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

6. Miscellaneous.

(a) This Agreement is governed by and should be construed in accordance with the laws of the State of Illinois.

(b) This Agreement may not be construed more strictly against Lender than against Borrower or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Guarantor and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending to be legally bound by the terms and provisions of this Agreement, of its own free will, without promises or threats or the exertion of duress upon it. The signatories state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Notwithstanding the execution of this Agreement by Lender, nothing contained in this Agreement may be considered to constitute Lender a venturer or partner

UNOFFICIAL COPY

of or in any way associated with Borrower or Guarantor nor will privity of contract be presumed to have been established with any third party.

(d) Borrower, Guarantor and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantor and Lender; and that all such prior understandings, agreements and representations are modified as set forth in this Agreement. Except as expressly modified, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Agreement binds and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents should be considered to refer to the Note, the Mortgage and the other Loan Documents as amended. The paragraph and section headings used in this Agreement are for convenience only and shall not limit the substantive provisions hereof. All words in this Agreement that are expressed in the neuter gender should be considered to include the masculine, feminine and neuter genders. Any word in this Agreement that is expressed in the singular or plural should be considered, whenever appropriate in the context, to include the plural and the singular.

(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, constitute one original Agreement.

(h) Time is of the essence of each of Borrower's obligations under this Agreement.

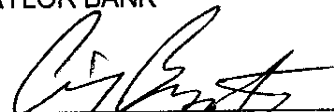
[NO FURTHER TEXT ON THIS PAGE]

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

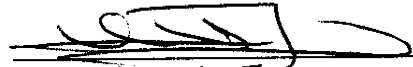
LENDER:

COLE TAYLOR BANK

By: 
Name: Craig Brzezinski
Title: SVP

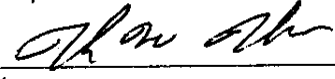
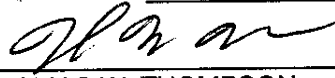
BORROWER:

LP 301, L.L.C., an Illinois limited liability company

By: 
Name: Michael Tuchman
Title: Pres of Manager

GUARANTOR:

TRI COUNTY INTERNATIONAL, INC., an Illinois corporation

By: X 
Name: _____
Title: President

THOMAS W. THOMPSON

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I Jean M. Schwitz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ewa Brzezinski, SVP of Cole Taylor Bank, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1 day of February, 2004.

Jean M. Schwitz
Notary Public

My Commission Expires: 3/26/05



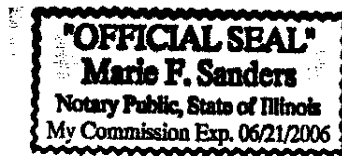
STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I MARIE F. SANDERS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael J. Johnson, manager of LP 301, L.L.C., an Illinois limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth. ** President of the*

GIVEN under my hand and Notarial Seal this _____ day of February, 2004.

Marie F. Sanders
Notary Public

My Commission Expires: 6-21-06



UNOFFICIAL COPY

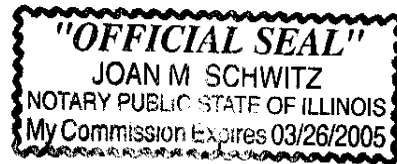
STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I Joan M. Schwitz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas W. Thompson, President of Tri County International, Inc., an Illinois corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1 day of February, 2004.

Joan M. Schwitz
Notary Public

My Commission Expires: 3/26/05



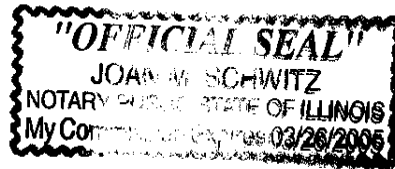
STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I Joan M. Schwitz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas W. Thompson is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1 day of February, 2004.

Joan M. Schwitz
Notary Public

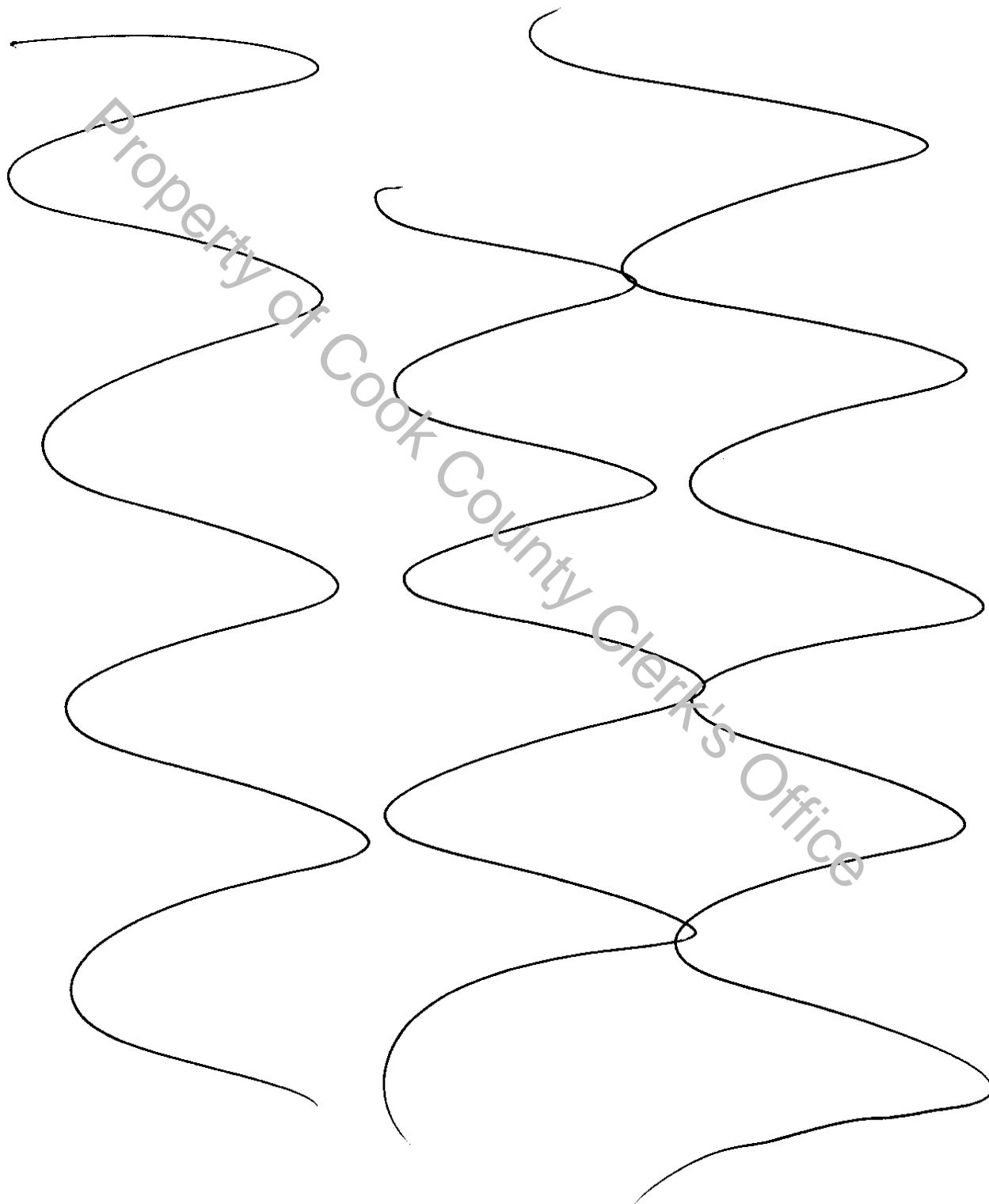
My Commission Expires: 3/26/2005



UNOFFICIAL COPY

EXHIBIT A

THE PROPERTY



UNOFFICIAL COPY

PARCEL 1:

LOTS 1 TO 5 (EXCEPT THAT PART OF SAID LOT 1 HERETOFORE TAKEN FOR AND NOW OCCUPIED BY HALSTED STREET IN CITY OF CHICAGO AND ALSO EXCEPT THAT PART OF SAID LOT 1 LYING WEST OF WEST LINE OF SOUTH HALSTED STREET AS NOW OCCUPIED FOR STREET AND SIDEWALK PURPOSES LYING NORTH OF A LINE DRAWN AT RIGHT ANGLES WITH WEST LINE OF SOUTH HALSTED STREET AS NOW OCCUPIED AT A POINT 26 FEET SOUTH OF EXISTING SOUTHERLY BOCK LINE OF SOUTH BRANCH OF CHICAGO RIVER MEASURED ALONG SAID WEST LINE OF SOUTH HALSTED STREET COMPRISING 345 SQUARE FEET MORE OR LESS CONVEYED TO CITY OF CHICAGO BY EDSON KEITH AND OTHERS BY DEED DATED JANUARY 25, 1932 AND RECORDED JANUARY 25, 1934 AS DOCUMENT 11348060 AND ALSO EXCEPT THAT PART OF LOTS 1 TO 4 CONVEYED BY SUSAN KEITH AND OTHERS TO SANITARY DISTRICT OF CHICAGO BY WARRANTY DEED DATED DECEMBER 15, 1902 AND RECORDED JANUARY 12, 1903 AS DOCUMENT 3341377) ALL IN BLOCK 1 IN THE CANAL TRUSTEE'S SUBDIVISION OF CERTAIN BLOCKS IN THE CANAL TRUSTEES' SUBDIVISION OF SOUTH FRACTION OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 2:

THAT PART OF LOT 6 AND THAT PART OF A STRIP OF LAND (FORMERLY WATER STREET) SITUATED SOUTHEASTERLY OF SAID LOTS 3, 4 AND 5 AND NORTHWESTERLY OF SAID LOT 6 WHICH IS SITUATED NORTHWESTERLY OF NORTHWESTERLY LINE OF THAT PART OF SAID LOT 6 AND A STRIP OF LAND CONVEYED BY EDSON KEITH AND OTHERS TO CHICAGO AND ALTON RAILROAD COMPANY BY DEED DATED MAY 9, 1888 AND RECORDED JUNE 5, 1888 AS DOCUMENT 965344 ALL IN BLOCK 1 IN THE CANAL TRUSTEES' SUBDIVISION OF SOUTH FRACTION OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 3:

THAT PART OF SOUTH GREEN STREET LYING WESTERLY OF THE WEST LINE OF LOT 2 EASTERLY OF THE EAST LINE OF LOT 3, SOUTHERLY OF A LINE COMMENCING AT THE NORTHEASTERLY CORNER OF LOT 3, AND EXTENDED NORTHEASTERLY TO THE NORTHWESTERLY CORNER OF LOT 2 AND NORTHERLY OF THE NORTH LINE OF ORIGINAL WATER STREET SAID LAST MENTIONED LINE BEING ALSO DESCRIBED AS A LINE COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT 3 AND EXTENDED NORTHEASTERLY TO THE SOUTHEASTERLY CORNER OF LOT 2 AFORESAID ALL IN BLOCK 1 IN THE CANAL TRUSTEES' SUBDIVISION OF CERTAIN BLOCKS IN THE CANAL TRUSTEES' SUBDIVISION OF SOUTH FRACTION OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 4:

THE NORTHWESTERLY 33 FEET OF THAT PART OF WEST 25TH STREET, WHICH WAS VACATED BETWEEN THE WEST LINE OF SOUTH HALSTED STREET AND THE WEST LINE OF SOUTH GREEN STREET BY THE CITY OF CHICAGO BY AN ORDINANCE OF THE CITY COUNCIL DATED JUNE 11,

(SEE ATTACHED)

UNOFFICIAL COPY

1948 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JULY 30, 1948 AS DOCUMENT 14369923, SAID NORTHWESTERLY 33 FOOT PORTION OF SAID VACATED STREET BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:, TO-WIT: BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 1 IN BLOCK 1 IN CANAL TRUSTEES' SUBDIVISION OF THE BLOCKS IN THE SOUTH FRACTIONAL 1/2 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF LOTS 1 AND 2 IN BLOCK 1 IN SAID CANAL TRUSTEES' SUBDIVISION AND THE SOUTHEASTERLY LINE OF SAID LOT 2 PRODUCED SOUTHWESTERLY TO THE SOUTHEASTERLY CORNER OF LOT 3 IN BLOCK 1 IN SAID CANAL TRUSTEES' SUBDIVISION SAID DESCRIBED COURSE ALSO BEING THE NORTHWESTERLY LINE OF SAID VACATED 25TH STREET BEING 323.45 FEET MORE OR LESS IN LENGTH; THENCE SOUTH ALONG THE WEST LINE OF SOUTH GREEN STREET IN SAID CITY OF CHICAGO, 37.54 FEET TO A POINT WHICH IS 33 FEET DISTANT SOUTHEASTERLY FROM THE FIRST DESCRIBED COURSE PRODUCED SOUTHWESTERLY AND MEASURED AT RIGHT ANGLES THERETO; THENCE NORTHEASTERLY ALONG A LINE PARALLEL TO AND 33 FEET DISTANT, SOUTHEASTERLY FROM THE FIRST DESCRIBED COURSE NAMELY THE NORTH LINE OF SAID VACATED WEST 25TH STREET AND ITS PRODUCTION SOUTHWESTERLY 323.73 FEET MORE OR LESS TO A POINT IN THE WEST LINE OF SOUTH HALSTED STREET AS WIDENED BY CONDEMNATION PROCEEDINGS PASSED BY THE CITY COUNCIL ON JUNE 18, 1877 ORDER OF POSSESSION DECEMBER 5, 1893 SUPERIOR COURT GENERAL NO. 67656; THENCE NORTH ALONG THE SAID WEST LINE OF SOUTH HALSTED STREET AS OCCUPIED 37.41 FEET MORE OR LESS TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

17-29-405-008

17-29-406-001

Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT B

THE JUNIOR PROPERTY



UNOFFICIAL COPY

TRACT 1:

A PARCEL OF LAND SITUATED IN THE CITY OF CHICAGO TO WIT: ALL THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THOSE PARTS OF LOTS 3 TO 7, 10 AND 11 IN HART L. STEWART'S SUBDIVISION OF LOTS 11 TO 20 BOTH INCLUSIVE, IN BLOCK 2 IN THE SOUTH BRANCH ADDITION TO SAID CITY OF CHICAGO; THAT PART OF LOTS 1 AND 2 IN DAVID KREIGH'S SUBDIVISION IN THE SOUTH FRACTION OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, THAT PART OF LOTS 21, 22, 23 AND 24 IN ADAM MURRAY'S SUBDIVISION OF LOTS 15 AND 18 IN HIS SECOND SUBDIVISION IN THE MURRAY'S 15 ACRES IN THE SOUTH FRACTION OF THE NORTHWEST 1/4 OF SAID SECTION 28; THAT PART OF THE NORTH AND SOUTH VACATED ALLEY 15 FEET IN WIDTH LYING BETWEEN LOTS 21 AND 22 IN SAID ADAM MURRAY'S SUBDIVISION AND THAT PART OF AN EASTERLY AND WESTERLY STRIP OF LAND 30 FEET IN WIDTH LYING ON THE NORTH SIDE OF AND IMMEDIATELY ADJACENT TO THE NORTHERLY LINE OF THE ORIGINAL LOT 15 IN SAID ADAM MURRAY'S SECOND SUBDIVISION AND THE NORTHERLY SIDE OF LOT 2 IN SAID DAVID KREIGH'S SUBDIVISION SAID STRIP OF LAND EXTENDING FROM THE WEST LINE OF SAID SOUTH BRANCH ADDITION TO THE ORIGINAL EAST LINE OF HALSTED STREET, TOGETHER WITH PART OF VACATED WAVER STREET IN SAID CITY OF CHICAGO, ALL OF THE PROPERTY DESCRIBED HEREIN LYING IN THE NORTHWEST 1/4 OF SAID SECTION 28, BOUNDED AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: : BEGINNING AT A POINT IN EASTERLY LINE OF SOUTH HALSTED STREET AT SOUTHEAST ANGLE CORNER OF PARCEL OF LAND, CONTAINING AN AREA OF 7009 SQUARE FEET MORE OR LESS WHICH HAS BEEN CONVEYED BY SUSQUEHANNA COAL COMPANY TO CITY OF CHICAGO BY THE FIRST PARCEL IN THE DEED BEARING DATE OF JANUARY 24, 1933 DOCUMENT 11428961 (WHICH PLACE OF BEGINNING IS IN THE SOUTHERLY LINE OF LOT 1 OF DAVID KREIGH'S SUBDIVISION AFORESAID AND IN THE GENERAL NORTHERLY LINE OF LAND FORMERLY OWNED BY GULF, MOBILE AND OHIO RAILROAD); THENCE NORTH 0 DEGREES, 54 MINUTES EAST ALONG SAID EAST LINE OF SOUTH HALSTED STREET (WHICH IS THE EAST LINE OF SAID PARCEL OF LAND CONTAINING 7009 SQUARE FEET MORE OR LESS SO CONVEYED TO THE CITY OF CHICAGO), THROUGH SAID LOT 1 IN DAVID KREIGH'S SUBDIVISION, 207.51 FEET TO GENERAL SOUTHERLY LINE OF SOUTH BRANCH OF THE CHICAGO RIVER, AT NORTHEAST ANGLE CORNER OF SAID LAST MENTIONED PARCEL OF LAND; THENCE NORTH 67 DEGREES 52 MINUTES EAST PARTLY THROUGH SAID LOT 1 OF DAVID KREIGH'S SUBDIVISION 41.18 FEET TO AN ANGLE POINT; THENCE NORTH 86 DEGREES 52 MINUTES EAST PARTLY THROUGH LOT 1 AFORESAID AND THROUGH LOT 6 AND PARTLY THROUGH LOT 5, SAID TWO LAST MENTIONED LOTS BEING IN SAID HART L. STEWART SUBDIVISION AFORESAID, 323.94 FEET TO NORTHWEST ANGLE CORNER OF PARCEL OF LAND 30 FEET WIDE WHICH WAS CONVEYED BY GRANITE IMPROVEMENT COMPANY TO NOX-RUST CHEMICAL CORPORATION BY DEED BEARING DATE OF MARCH 4, 1952 AS DOCUMENT 15307405 (THE LAST TWO COURSES AND DISTANCES BEING ALONG SAID GENERAL SOUTHERLY LINE OF SOUTH BRANCH OF CHICAGO RIVER); THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER TO THE EASTERLY LINE OF LOT 5 AFORESAID; THENCE EASTERLY ALONG THE SOUTHERLY DOCK LINE OF THE SOUTH BRANCH OF CHICAGO RIVER TO A POINT 79 FEET (MEASURED ALONG SAID DOCK LINE) EASTERLY OF THE INTERSECTION OF THE WEST LINE OF LOT 4 IN SAID H. L. STEWART'S SUBDIVISION WITH SAID DOCK LINE; THENCE

(SEE ATTACHED)

UNOFFICIAL COPY

SOUTHEASTERLY ALONG A STRAIGHT LINE FOR A DISTANCE OF 88 FEET TO A POINT 119 FEET EAST OF THE WEST LINE OF SAID LOT 4 AS MEASURED AT RIGHT ANGLES THERETO; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE AT RIGHT ANGLES TO LAST DESCRIBED LINE FOR A DISTANCE OF 15 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO A POINT IN THE SOUTH LINE OF LOT 3 AFORESAID, WHICH POINT IS 178 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE CONTINUING ON LAST DESCRIBED COURSE EXTENDED TO ITS INTERSECTION WITH A STRAIGHT LINE (SAID STRAIGHT LINE EXTENDS FROM A POINT IN THE NORTH LINE OF LOT 11 IN SAID H. L. STEWART'S SUBDIVISION, SAID POINT BEING 15 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 11, NORTHEASTERLY FOR A DISTANCE OF 292.23 FEET MORE OR LESS TO A POINT WHICH IS 41 FEET NORTH OF THE NORTH LINE OF LOT 26 IN SAID H. L. STEWART'S SUBDIVISION, MEASURED FROM A POINT IN THE NORTH LINE OF SAID LOT 26, 25 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 26); THENCE SOUTHWESTERLY ALONG LAST MENTIONED LINE TO SAID POINT ON THE NORTH LINE OF LOT 11 IN HART L. STEWART'S AND OTHERS SUBDIVISION AFORESAID WHICH IS 15 FEET EASTERLY OF THE NORTHWEST CORNER THEREOF; THENCE SOUTHWESTERLY 87 FEET MORE OR LESS TO A POINT IN THE WEST LINE OF SAID LOT 7 AND THE EAST LINE OF SAID LOT 2, SAID POINT ALSO BEING 24 FEET SOUTHERLY FROM THE NORTHEAST CORNER OF SAID LOT 2 (MEASURED ALONG THE EAST LINE OF SAID LOT 2); THENCE SOUTHWESTERLY 160 FEET MORE OR LESS TO A POINT IN THE WEST LINE OF SAID LOT 21; SAID POINT BEING 28 FEET SOUTHERLY FROM THE NORTHWEST CORNER OF SAID LOT 21 (MEASURED ALONG THE WEST LINE OF SAID LOT 21); (THE LAST FIVE MENTIONED COURSES AND DISTANCES BEING THE SOUTHERLY LINE OF PART OF PARCELS 'A', 'B' AND 'C' AS SHOWN ON THE PRINT OF DRAWING NO. 21471 ATTACHED TO DEED RECORDED AS DOCUMENT 14731252) THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE IF EXTENDED WOULD INTERSECT THE WESTERLY LINE OF LOT 24 IN ADAM MURRAY'S SUBDIVISION OF LOTS 15 AND 18 IN HIS SECOND SUBDIVISION IN THE MURRAY'S 15 ACRES IN SOUTH FRACTIONAL OF THE NORTHWEST 1/4 OF SAID SECTION 28; 7 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 24 TO A POINT 74 FEET DISTANT NORTHEASTERLY OF THE WEST LINE OF LOT 24 AFORESAID; THENCE SOUTH 27 DEGREES 51 MINUTES 48 SECONDS EAST, A DISTANCE OF 11.0 FEET; THENCE SOUTH 57 DEGREES 23 MINUTES 00 SECONDS WEST A DISTANCE OF 36.2 FEET; THENCE NORTH 38 DEGREES 59 MINUTES 50 SECONDS WEST A DISTANCE OF 29.0 FEET TO A POINT ON THE ABOVE DESCRIBED STRAIGHT LINE THAT IS 11.0 FEET NORTHEASTERLY OF THE WEST LINE OF LOT 24 AFORESAID (AS MEASURED ALONG SAID STRAIGHT LINE); THENCE SOUTHWESTERLY ALONG SAID STRAIGHT LINE A DISTANCE OF 11.0 FEET TO THE EASTERLY LINE OF SOUTH HALSTED STREET (BEING ALSO THE WEST LINE OF LOTS 22 TO 24 IN ADAM MURRAY'S SECOND SUBDIVISION AFORESAID) (THE LAST 5 MENTIONED COURSES AND DISTANCES BEING THE SOUTHERLY LINES OF PART OF PARCEL 'B' AND THE EASTERLY AND SOUTHERLY LINES OF PARCEL 'D' AS SHOWN ON PRINT OF DRAWING NO. 21471 ATTACHED TO DEED RECORDED AS DOCUMENT 14731252); THENCE NORTH ALONG THE WEST LINE OF SAID LOTS 24, 23, AND 22 AND ALONG THE ORIGINAL EAST LINE OF SAID HALSTED STREET, TO THE SOUTHERLY LINE OF THE PARCEL OF LAND CONVEYED BY THE SUSQUEHANNA COAL COMPANY TO THE CITY OF CHICAGO BY DOCUMENT 11428961; THENCE EASTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY BEING ALSO THE NORTHERLY LINE OF SAID STRIP OF LAND 30 FEET IN WIDTH, A DISTANCE OF 34.26 FEET MORE OR LESS, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART OF THE LAND CONDEMNED FOR PUBLIC HIGHWAY KNOWN AS I-90/94 BY JUDGMENT ORDER ENTERED MAY 18, 1987 IN CASE NUMBER 86L50817).

UNOFFICIAL COPY

TRACT 2:**PARCEL A:**

THE WEST 51.00 FEET OF LOTS 46 TO 50, BOTH INCLUSIVE, AND TAKEN AS ONE TRACT, IN WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; EXCEPTING FROM THE ABOVE DESCRIBED TRACT OF LAND THAT PART THEREOF LYING NORTH OF A LINE DRAWN 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE AFORESAID LOT 50; AND ALSO EXCEPTING THEREFROM THAT PART THEREOF LYING SOUTH OF A LINE 516.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 26 IN THE AFORESAID WILLARD'S SUBDIVISION, SAID SOUTH LINE BEING ALSO THE NORTH LINE OF WEST 33RD STREET; IN COOK COUNTY, ILLINOIS.

PARCEL B:

THE NORTH 33.00 FEET OF THE WEST 51.00 FEET OF LOTS 49 AND 50, TAKEN AS ONE TRACT, TOGETHER WITH THE WEST 51.00 FEET OF THAT PART OF WEST 32ND STREET VACATED PER DOCUMENT NO. 11127072, NORTH OF AND ADJOINING THE NORTH LINE OF THE AFORESAID LOT 50, LYING EAST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF THE AFORESAID LOTS 49 AND 50; ALL IN WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; IN COOK COUNTY, ILLINOIS.

PARCEL C:

THE NORTH 33.00 FEET OF LOTS 1 AND 2, TAKEN AS ONE TRACT, IN WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; IN COOK COUNTY, ILLINOIS.

PARCEL D:

THE EAST 1/2 OF DAMEN AVENUE LYING WEST OF AND ADJOINING THE NORTH 33 FEET OF LOTS 1 AND 2, TAKEN AS A TRACT, IN WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL E:

THE NORTH 1/2 OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE EAST 250.00 FEET OF A STRIP OF LAND, 66.00 FEET IN WIDTH, LYING IN THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 5 TO 8, BOTH INCLUSIVE; LOTS 43 TO 46, BOTH INCLUSIVE; AND THE 15-FOOT WIDE NORTH AND SOUTH ALLEY, VACATED PER DOCUMENT NO. 11127072, WEST OF AND ADJOINING THE WEST LINE OF THE AFORESAID LOTS 43 TO 46; ALL IN HERRICK STEVENS' SUBDIVISION OF THE

UNOFFICIAL COPY

EAST 1/2 OF BLOCK 5 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THE SOUTH LINE OF THE AFORESAID STRIP OF LAND BEING A LINE DRAWN 450.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOTS 25 AND 26 IN THE AFORESAID HERRICK STEVENS' SUBDIVISION, SAID SOUTH LINE OF LOTS 25 AND 26 BEING ALSO THE NORTH LINE OF WEST 33RD STREET; AND THE EAST LIMIT OF THE AFORESAID STRIP OF LAND BEING THE EAST LINE OF THE AFORESAID LOTS 43 TO 46;

IN COOK COUNTY, ILLINOIS.

PARCEL F:

THAT PART OF BLOCKS 1 AND 2 IN WALKER AND WESTON'S SUBDIVISION OF BLOCK 4 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDING VACATED STREETS AND ALLEYS, LYING WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 38 IN BLOCK 1, 20 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE NORTHWESTERLY TO A POINT ON THE SOUTH LINE OF LOT 39 IN BLOCK 1, 20 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE WEST ALONG THE SOUTH LINE OF LOT 39 AND SAID LINE EXTENDED WEST, ALONG THE SOUTH LINE OF LOT 18 IN BLOCK 1, AND SAID LINE EXTENDED WEST, AND ALONG THE SOUTH LINES OF LOTS 39 AND 18, AND EXTENSIONS THEREOF, IN BLOCK 2, TO A POINT ON THE SOUTH LINE OF LOT 18 IN BLOCK 2, SAID POINT BEING 23.11 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 18; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO A POINT ON THE SOUTH LINE OF LOT 28 IN BLOCK 2, ALSO BEING THE SOUTH LINE OF BLOCK 2, SAID POINT BEING 11.58 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 28; THENCE EAST ALONG THE SOUTH LINE OF SAID BLOCK 2 TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 66 FEET EAST OF THE EAST LINE OF LOTS 1 TO 25, INCLUSIVE, IN J. P. WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 33.65 FEET; THENCE EAST ALONG A LINE 696 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST 33RD STREET TO ITS INTERSECTION WITH THE EAST LINE OF SAID BLOCK 1; THENCE NORTH ALONG SAID EAST LINE OF BLOCK 1 TO THE POINT OF BEGINNING;

(EXCEPT FROM SAID TRACT THAT PART DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER THEREOF, AND RUNNING THENCE EAST ALONG THE NORTH LINE THEREOF, 21.44 FEET; THENCE SOUTH 1 DEGREE, 30 MINUTES, 57 SECONDS EAST, 17.64 FEET; THENCE SOUTH 87 DEGREES, 56 MINUTES, 27 SECONDS WEST, 22.24 FEET TO A POINT ON THE WEST LINE OF SAID TRACT, 17.68 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE NORTH ALONG SAID WEST LINE TO SAID NORTHWEST CORNER, AND THE POINT OF BEGINNING; WHICH WAS CONVEYED TO THE STATE OF ILLINOIS BY WARRANTY DEED RECORDED JUNE 27, 1996 AS DOCUMENT 96-495527);

IN COOK COUNTY, ILLINOIS.

PARCEL G:

UNOFFICIAL COPY

A PARCEL OF LAND COMPRISED OF A PART OF LOTS 27 AND 28 IN BLOCK 1, LOTS 29 AND 30 IN BLOCK 2, TOGETHER WITH A PART OF VACATED SOUTH WINCHESTER AVENUE BETWEEN SAID BLOCKS 1 AND 2, AND A PART OF VACATED WEST 32ND STREET SOUTH OF SAID BLOCKS 1 AND 2, ALL IN WALKER AND WESTON'S SUBDIVISION OF BLOCK 4 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO A PART OF LOTS 1 TO 5, INCLUSIVE, IN HERRICK STEVENS' SUBDIVISION OF THE EAST 1/2 OF BLOCK 5 IN SAID CANAL TRUSTEES' SUBDIVISION, AND ALSO A PART OF LOTS 46 TO 50, INCLUSIVE, IN J. P. WILLARD'S SUBDIVISION OF THE WEST 1/2 OF SAID BLOCK 5; TOGETHER WITH A PART OF SAID VACATED SOUTH WINCHESTER AVENUE LYING BETWEEN SAID LOTS 1 TO 5, INCLUSIVE, AND LOTS 46 TO 50, INCLUSIVE; WHICH PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE PARALLEL TO AND 200 FEET WEST OF THE WEST LINE OF SOUTH WOLCOTT STREET (FORMERLY LINCOLN STREET) WITH A LINE PARALLEL TO AND 516 FEET NORTH OF THE NORTH LINE OF WEST 33RD STREET, AND RUNNING THENCE WEST ALONG THE LAST ABOVE-MENTIONED PARALLEL LINE, A DISTANCE OF 208.06 FEET TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 66 FEET EAST OF THE EAST LINE OF LOTS 1 TO 25, INCLUSIVE, IN SAID J. P. WILLARD'S SUBDIVISION; THENCE NORTH ALONG THE LAST ABOVE-MENTIONED PARALLEL LINE AND ITS NORTHERLY EXTENSION, A DISTANCE OF 180 FEET TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 696 FEET NORTH OF SAID NORTH LINE OF WEST 33RD STREET; THENCE EAST ALONG THE LAST ABOVE-MENTIONED PARALLEL LINE, A DISTANCE OF 208.06 FEET TO ITS INTERSECTION WITH SAID LINE THAT IS PARALLEL TO AND 200 FEET WEST OF THE WEST LINE OF SOUTH WOLCOTT STREET (FORMERLY LINCOLN STREET); THENCE SOUTH ALONG THE LAST ABOVE-MENTIONED PARALLEL LINE, A DISTANCE OF 180 FEET TO THE POINT OF BEGINNING;

IN COOK COUNTY, ILLINOIS.

PARCEL H:

A PARCEL OF LAND COMPRISED OF LOTS 47 TO 50, INCLUSIVE, PART OF LOTS 1 TO 4, INCLUSIVE, PART OF LOTS 5 AND 46, AND THE VACATED ALLEY LYING BETWEEN SAID LOTS AND PARTS OF LOTS, ALL IN HERRICK STEVENS' SUBDIVISION OF THE EAST 1/2 OF BLOCK 5; ALSO LOT 29 AND PART OF LOTS 27, 28 AND 30, TOGETHER WITH THE VACATED ALLEY LYING BETWEEN SAID LOTS AND PARTS OF LOTS, IN BLOCK 1 OF WALKER AND WESTON'S SUBDIVISION OF BLOCK 4; ALSO, THAT PART OF VACATED WEST 32ND STREET LYING BETWEEN SAID BLOCKS; ALL IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PARCEL OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SOUTH WOLCOTT STREET (FORMERLY LINCOLN STREET) WITH A LINE 516 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST 33RD STREET, AND RUNNING THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 200 FEET; THENCE NORTH, PARALLEL WITH THE WEST LINE OF SOUTH WOLCOTT STREET, A DISTANCE OF 180 FEET; THENCE EAST, PARALLEL WITH THE NORTH LINE OF SAID WEST 33RD STREET, 200 FEET TO THE WEST LINE OF SOUTH WOLCOTT STREET; THENCE SOUTH 180 FEET TO THE PLACE OF BEGINNING;

IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

PARCEL I:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1, 2, 3 AND 4 AND OTHER PROPERTY AS CREATED BY GRANT OF MUTUAL EASEMENT RECORDED MARCH 14, 1972 AS DOCUMENT NO. 21836729, FOR A PRIVATE ROAD FOR INGRESS AND EGRESS OVER AND UPON THE FOLLOWING DESCRIBED PROPERTY:

THE SOUTH 1/2 OF THE EAST 250.00 FEET OF A STRIP OF LAND, 66.00 FEET IN WIDTH, LYING IN THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 5 TO 8, BOTH INCLUSIVE; LOTS 43 TO 46, BOTH INCLUSIVE; AND THE 15-FOOT WIDE NORTH AND SOUTH ALLEY, VACATED PER DOCUMENT NO. 11127072, WEST OF AND ADJOINING THE WEST LINE OF THE AFORESAID LOTS 43 TO 46; ALL IN HERRICK STEVENS' SUBDIVISION OF THE EAST 1/2 OF BLOCK 5 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THE SOUTH LINE OF THE AFORESAID STRIP OF LAND BEING A LINE DRAWN 450.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOTS 25 AND 26 IN THE AFORESAID HERRICK STEVENS' SUBDIVISION, SAID SOUTH LINE OF LOTS 25 AND 26 BEING ALSO THE NORTH LINE OF WEST 33RD STREET; AND THE EAST LIMIT OF SAID STRIP OF LAND BEING THE EAST LINE OF THE AFORESAID LOTS 43 TO 46,

IN COOK COUNTY, ILLINOIS.

TRACT 3:

LOTS 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 AND 49, INCLUSIVE, IN THE SUBDIVISION OF LOTS 1 AND 2 (EXCEPT THE EAST 65 FEET AND THE SOUTH 200 FEET OF SAID LOTS 1 AND 2 TAKEN TOGETHER) IN BLOCK 43 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 AND THAT PART OF THE SOUTHEAST 1/4 LYING WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER, OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

17-28-111-001

17-28-111-023

17-28-111-025

17-28-111-024

17-28-111-028

17-28-111-031

17-28-111-032

17-28-111-033

17-31-2008-040

17-31-2016-020

17-31-207-034, -038, 040

17-31-208-012, 013, 016

17-21-309-001 thru -007
-015