

# UNOFFICIAL COMPUMINION

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Doc#: 0417710014

Eugene "Gene" Moore Fee: \$60.00 Cook County Recorder of Deeds Date: 06/25/2004 10:00 AM Pg: 1 of 19

Greater Illinois Title Company 120 North LaSalle Street, Suite 900 Chicago, Illinois 60602 Attention: Melinda Janczur

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### THIRD MODIFICATION OF LOAN DOCUMENTS

THIS THIRD MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the IST day of June, 2004, by and among (i) COLE TAYLOR BANK, not personally but solely as Trustee under Trust Agreement dated May 1, 1999, and known as Trust No. 99-8247 ("Trust") and TRI COUNTY INTERNATIONAL, INC., an Illinois corporation ("Beneficiary"; Trust and Beneficiary are collectively referred to in this Agreement as "Borrower"), (ii) THOMAS W. THOMPSON, individually ("Thompson"; Beneficiary and Thompson are collectively referred to in this Agreement as "Guarantor") and (iii) COLE TAYLOR BANK, a national banking association, its successors and assigns ("Lender").

## RECITALS:

- A. Lender previously made a loan ("Loan") to Borrower in the principal amount of Nine Million Two Hundred Three Thousand Nine Hundred Thirty Seven and 68/100 Dollars (\$9,203,937.68) pursuant to the terms and conditions of a Loan Agreement dated as of November 9, 2001 (the "Effective Date"), between Borrower and Lender (as amended from time to time, the "Loan Agreement"; all terms not otherwise defined in this Agreement shall have the meanings set forth in the Loan Agreement), and as evidenced by an Amended and Restated 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 and Security Agreement dated the Effective Date from Trust to Lender recorded with the Recorder of Deeds in Cook, County, Illinois (the "Recorder's Office") on November 20, 2001, as Document No. 0011090671 ("Mortgage"), which encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Property"), (ii) that certain Assignment of Rents and Leases dated the Effective Date from Borrower to Lender and recorded in the Recorder's Office on November 11, 2001, as Document No. 0011090672 (the "Assignment of Leases"); (iii) that certain Environmental Indemnity Agreement dated the Effective Date from Beneficiary and Thompson to Lender (the "Indemnity Agreement"); and (iv) certain other loan documents (the Loan Agreement, the Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the other documents evidencing, securing and guarantying the Loan, in their original form and as amended by (A) that certain Modification of Loan Documents recorded with the Recorder's Office on December 18, 2002, as Document

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No. 0021407206 and (B) that certain Second Modification of Loan Documents recorded with the Recorder's Office on November 26, 2003, as Document No. 0333039185, are sometimes collectively referred to in this Agreement as the "Loan Documents").

- C. The Loan is further secured by a Guaranty of Payment dated the Effective Date from Guarantor to Lender (the "Guaranty").
- D. Lender also previously made a loan ("Bridge Loan") to LP 301, L.L.C., an Illinois limited liability company (Bridge 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 Bridge Loan made payable by Bridge Borrower to the order of Lender ("Bridge Note").
- The Bridge 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 Bridge Borrower to Lender recorded with the Recorder's Office on November 26, 2003, as Document No. 0333039181 ("Bridge Mortgage"), which encumbers the real property and all improvements thereon legally described on Exhibit B hereto ("Bridge Property"), (ii) that certain Assignment of Rents and Leases dated November 7, 2003, from Bridge Borrower to Lender recorded with the Recorder's Office on November 26, 2003, as Document No. 0333039182 (the "Bridge Assignment of Leases"); (iii) that certain Junior Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated November 7, 2003, from Trust to Lender recorded with the Recorder's Office on November 26, 2003, as Document No. 0333039186 ("Bridge Junio: Mortgage"), (iv) that certain Junior Assignment of Rents and Leases dated November 7, 2003, from Borrower to Lender recorded with the Recorder's Office on November 26, 2003, as Document No. 0333039187, (v) that certain Environmental Indemnity Agreement dated November 7, 2003, from Bridge Borrower and Guarantor to Lender (the "Bridge Indemnity Agreement"); and (vi) certain other loan documents (the Bridge Note, the Bridge Mortgage, the Bridge Assignment of Leases, the Bridge Junior Mortgage, the Bridge Junior Assignment of Leases, the Bridge Indemnity Agreement, the other documents evidencing, securing and guarantying the Bridge Loan, in their original form and as amended, are sometimes collectively referred to in this Agreement as the "Bridge Loan Documents").
- F. The Bridge Loan is further secured by a Guaranty of Payment dated November 7, 2003 from Guarantor to Lender (the "Guaranty").
- G. Borrower desires to: (i) sell the portion of the Property commonly known as 3210 South Wolcott, Chicago, Illinois, and legally described in Parcel II of the attached and incorporated Exhibit A (the Wolcott Property); and (ii) utilize the proceeds from the sale of the Wolcott Property to repay the Bridge Loan in its entirety.
- H. In furtherance of the transactions described in Recital G above, Lender agrees to release the Wolcott Property from the liens and security interests created by the Loan Documents, provided (i) Bridge Borrower pays the Bridge Loan in full, (ii) Bridge Borrower conveys the Bridge Property to Trust, and (iii) Trust mortgages and conveys the Bridge Property to Lender as security for the Loan, all subject to the terms and conditions of this Agreement.

### **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. Conditions Precedent.

Contemporaneously with, and as conditions of, the execution and recordation of this Agreement by Lender, Beneficiary must (i) cause Bridge Borrower to (A) pay to Lender all amounts due under the Bridge Loan, and (B) convey the Bridge Property to Trust, (ii) deliver this Agreement to Lender executed by Borrower and Guarantor, and (iii) comply with and satisfy all of the other terms, provisions and conditions of this Agreement.

## 2. Release of Bridge Property and Wolcott Property.

Provided Borrower and Guarantor have complied with and satisfied all of the terms, provisions and conditions of this Agreement, Lender will deliver to Title Insurer instruments releasing (i) the Bridge Property from the liens and security interests created by the Bridge Loan Documents, and (ii) the Wolcott Property from the liens and security interests created by the Loan Documents, in form and substance reasonably required by the Title Insurer.

## 3. Amendment to Loar Documents.

The Loan Agreement the Mortgage, the Assignment of Leases, the Indemnity Agreement and all other Loan Documents are amended by replacing the legal description of the Property contained therein with the legal description contained in the attached and incorporated Exhibit C. Any reference to the Property, the Land, the Premises or any other defined term that refers to the Property contained in the Loan Documents should be considered to refer to the property legally described in the attached and incorporated Exhibit C (the Replacement Property).

## 4. Representations and Warranties of Borrover.

Borrower represents, covenants and warrants to Lender as follows:

- (a) The representations and warranties in the Loan Agreement, 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 Loan Agreement) 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, reliowing the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower 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) Borrower 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 requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

### 5. Title Policy.

As a condition precedent to the agreements contained in this Agreement, Borrower shall, at its sole cost and expense, cause Greater Illinois Title Insurance Company (the **Title Insurance** ), as agent for Chicago Title Insurance Company, to issue (i) an endorsement to Lender's title insurance policy No. 1301 004279407 GITL (the "**Title Policy**"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first priority of the lien of the Mortgage on the Replacement Property, subject only to the exceptions set forth in the Title Policy as of its date of issuance, the exceptions set forth in the Bridge Mortgage with respect to the Bridge Property and any other encumbrances expressly agreed to by Lender, and (ii) the following endorsements to the Title Policy with respect to the Bridge Property:

- (a) Corup ehensive Endorsement No. 1;
- (b) ALTA Bond Form 3.1 Zoning Endorsement (including parking and excluding marketability limitation);
  - (c) Survey Endorsement;
  - (d) Access Endorsement
  - (e) Contiguity Endorsement;
  - (f) Tax parcel Endorsement;
  - (g) Utility Facility Endorsement;
  - (h) Environmental Protection Lien Enucrement No. 8.1 (modified); and
  - (i) Legal Description Equivalency Endorsement

### 6. 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.

### 7. 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.

### 8. 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 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, agree nerts 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 corrower, 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, fer ninine and neuter genders. Any word in this Agreement that is expressed in the singular or 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]

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IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the day and year first above written.

LENDER:	TRUST:
COLE TAYLOR BANK  By:  Name: Cont Brierists  Title: SV	By:  Name: Mario V. Gotanco  Title: Vice President

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STATE OF ILLINOIS ) ).ss
COUNTY OF COOK )
a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that County for 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 18 day of 1911, 2004.
Notary Public
My Commission Expires: 3/26/25
STATE OF ILLINOIS  ) .ss  COUNTY OF ).ss
Anita M. Lutkus , a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mario V. Gotanco , and Sherri Smith , Vice President and Trust Officer , respectively, of Cole Taylor Bank, not personally but as Trustee aforesaid, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this day of
**COFFICIAL SEAL**  ANITA M. LUTKUS NOTARY PUBLIC STATE OF ILLINOIS** My Commission Expires 04/02/2004  Notary Public
My Commission Expires:

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STATE OF ILLINOIS
COUNTY OF Cock ) .ss
Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas W. Thompson, individually and as President of Tri County International, Inc., 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.  GIVE'N unider my hand and Notarial Seal this
My Commission Expire: \$1/29/2006
My Commission-Expires:
T'S OFF.

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### **EXHIBIT A**

### THE PROPERTY

PARCEL I:

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 1, 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 KASIGH'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 L 373 21, 22, 23 AND 24 IN ADAM MURRAY'S SUBDIVISION OF LOTS 15 AND 187 IN HIS SECOND SULDIVISION IN THE MURRAY'S 15 ACRES IN THE SOUTH FRACTION OF THE NORTHWEST 1/4 OF SAT) SECTION 28; THAT PART OF THE NORTH AND SOUTH VACATED ALLEY 15 FEET IN WID1F 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 WORTH 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 WAIVER STREET IN SAID CITY OF CHICAGO, ALL OF THE PROPERTY DESCRIBED HEREIN LYING IN THE NORTHWEST 1/4 OF SAID SECTION 28, POUNDED 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 PLIGINNING IS IN THE SOUTHERLY LINE OF LOT 1 OF DAVID KREIGH'S SUBDIVISION AFOLESAID AND IN THE GENERAL NORTHERLY LINE OF LAND FORMERLY OWNED BY GULF, MO SILL AND OHIO RAILROAD); THENCE NORTH O 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 FAST PARTLY THROUGH SAID LOT 1 OF DAVID KREIGH'S SUBDIVISION 41.18 FEET TO AN ANG'LE POINT; THENCE NORTH 86 DEGREES 52 MINUTES EAST PARTLY THROUGH LOT 1 AFORESA D 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 DATED 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 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 CHICAGORIVER 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

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SAID DOCK LINE; THENCE 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. STEWARTS SUBDIVISION, MEASURED FROM A POIN 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 SUBDICASION 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); 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 1473 (2/32) 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 POIN 1 '4 FEET DISTANT NORTHEASTERLY OF THE WEST LINE OF LOT 24 AFORESAID; THENCY, 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 88 DEGREES 59 MINUTES 50 SECONDS WEST A DISTANCE OF 29.0 FEET TO A POINT ON THE APOVE 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 COURSED AND DISTANCES BEING THE SOUTHERLY LINES OF PART OF PARCEL "B" AND THE EASTERLY AND SCUTHERLY 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 ALONG THE ORIGINAL EAST LINE OF SAID HALSTED STREET OF THE SOUTHERLY LINE OF THE PARCEL OF LAND CONVEYED BY THE SUSQUEHANNA COAL COMPANY TO THE CITY OF CHICAGO BY DOCUMENT 11428961; THENCE EASTERLY AT CNG 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, 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 86 L 50817).

FIN: 17-28-111-001-0000; 17-28-111-023-0000; 17-28-111-025-0000; 17-28-111-026-0000; 17-28-111-028-0000; 17-28-111-032-0000; 17-28-111-033-0000

Commonly Known As: 2425 South Halsted, Chicago, Illinois 60608

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#### PARCEL II:

(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 AN 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 AN 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.

(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! ER DOCUMENT NUMBER 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 1 FAST OF THE THIRD PRINCIPAL MERIDIAN; IN COOK COUNTY, ILLINOIS.

(C): THE NORTH 33.00 FEFT 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, TOWNSH P 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(D): THE NORTH 1/2 OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE EAST 250.00 FEET OF A STRIP OF LAND, 64.00 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 NORTH AND SOUTH ALLEY, VACATED PER DOCUMENT NUMBER 11127072, WEST OF AND ADJOINING THE WEST LINE OF THE AFORESAID LOTS 43 TO 46; ALUP, HERRICK STEVEN'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 5 IN CANAL TRUSTEES' SUPDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE 1'APLD PRINCIPAL MERIDIAN; THE SOUTH LINE OF THE AFORESAID STRIP OF LAND BEING A LP. 2 DRAWN 450.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOTS 25 AND 26 IN THE AFORESAID HERRICK STEVEN'S SUBDIVISION, SAID SOUTHLINE OF LOTS 25 AND 26 IN THE AFORESAID HERRICK STEVEN'S SUBDIVISION, SAID SOUTH LINE OF LOTS 25 AND 26 BEING / LS D THENORTH LINE OF WEST 33RD STREET; AND THE EAST LIMIT OF THE AFORESAID STRIP O'. L'AND BEING THE EAST LINE OF THE AFORESAID LOTS 43 TO 46; IN COOK COUNTY, ILLINGIS.

(E): THAT PART OF BLOCKS 1 AND 2 IN WALKER AND WESTON'S SUBDIVISION OF DLOCK 4 IN CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NO RTH, 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

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SOUTH LINE OF LOT 18 IN BLOCK 1, AND SAID LINE EXTENDED W EST, 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 OF 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 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 EAGT LINE OF SAID BLOCK 1; THENCE NORTH ALONG SAID EAST LINE OF BLOCK 1 TO THE POINT OF BEGINNING.

(EXCEPT FROM SALL TRACT THAT PART DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER THEREOF, AND PUNNING THENCE EAST ALONG THE NORTH LINE THEREOF, 21.44 FEET; THENCE SOUTH 1 OF GREE, 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 SOUT! 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 STAT EO ILLINOIS WARRANTY DEED RECORDED AS DOCUMENT 96495527); IN COOK COUNTY, ILLINOIS.

(F): A PARCEL OF LAND COMPRISED OF A 7/2 T OF LOTS 27 AND 28 IN BLOCK 1, LOTS 29 AND 30 IN BLOCK 2, TOGETHER WITH A PART OF "ACATED 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 WEST OF "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 7'-RT OF LOTS 1 TO 5, INCLUSIVE, IN HERRICK STEVEN'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 5 IN SAID CANAL TRUSTEES' SUBDIVISION, AND ALSO A PART OF LOTS 46 TO 50 ACLUSIVE, IN J.P. WILLARD'S SUBDIVISION OF THE WEST 1/2 OF SAID BLOCK 5; TOGETHER W 1H A PAR OF SAID VACATED SOUTH WINCHESTER AVENUE LYING BETWEEN SAID LOTS 1 TO 5, INCLUSIVE, AND LOTS 46TO 50, INCLUSIVE; WHICH PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE PARALLEL TO / ND 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 51 REET, AND RUNNING THENCE WEST ALONG THE LAST ABOVEMENTIONED PARALLEL TO AND 36 FEET DISTANCE OF 208.06 FEET TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 36 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 (1)S 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.

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## **UNOFFICIAL COPY**

(G): 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 32"D 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 33PD 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, MA 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 SECTION, TOWNSHIP, RANGE; THENCE SOUTH 180 FEET TO THE PLACE OF BEGINNING;; IN COOK COUNTY, ILLINOIS.

PIN: 17-31-200-040-0000; 17-31-201-020-0000; 17-31-207-034-0000; 17-31-207-037-0000;

17-31-207-038-0000; 17-31-208-012-0000; 17-31-208-016-0000

Commonly Known As: 3210 SOUTH WOLCOTT, CHICAGO, Illinois 60608

### Parcel III

LOTS 36 TO 49, INCLUSIVE, IN THE SUBDIVISION OF LC 1S 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 TRUSTEE'S SUBDIVISION OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SO MUCH DE THE SOUTHEAST 1/4 OF SAID SECTION 21 AS LIES WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER, IN COOK COUNTY, ILLINOIS.

PINNOS.: 17-21-309-015, 17-21-309-001, 17-21-309-002, 17-21-309-003, 17-21-309-004, 17-21-309-005, 17-21-309-006 and 17-21-309-007

PROPERTY ADDRESS: 1601 SOUTH CANAL STREET, CHICAGO, ILLINOIS 606,6

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## **UNOFFICIAL COPY**

### EXHIBIT B

### THE BRIDGE PROPERTY

#### 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 LOCK 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 26, 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 DATEL PACEMBER 15, 1902 AND RECORDED JANUARY 12, 1903 AS DOCUMENT 3341377) ALL IN BLOCK 1 IN THE CANAL TRUSTEES' SUBDIVISION OF CERTAIN BLOCKS IN THE CANAL TRUSTEES' SUBDIVISION 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 2 AND 5 AND NORTHWESTERLY OF SAID LOT 6
WHICH IS SITUATED NORTHWESTERLY OF NOT HWESTERLY LINE OF THAT PART OF SAID LOT 6
AND A STRIP OF LAND CONVEYED BY EDSON KEI'H 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 LT THE NORTHEASTERLY CORNER OF LOT 3, AND EXTENDED NORTHEASTERLY TO THE NORTHWESTFLY CORNER OF LOT 2 AND NORTHERLY OF THE NORTH LINE OF ORIGINAL WATER STREET SAID 1 AST MENTIONED LINE BEING ALSO DESCRIBED AS A LINE COMMENCING AT THE SOUTHEASTERLY CONTER OF LOT 3 AND EXTENDED NORTHEASTERLY TO THE SOUTHEASTERLY CORNER OF LOT 2 ATORREADED ALL IN BLOCK 1 IN THE CANAL TRUSTEES' SUBDIVISION OF CERTAIN BLOCKS IN THE CANAL TRUSTEES' SUBDIVISION OF SECTION 29, TOWNSHIP 39 NOAT, DANGE 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,

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## **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 Fil 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 ON DEL.
SET LINE SET OF POSSES 10 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 BEGINING, ALL IN COOK COUNTY, ILLINOIS.

PINs:

Address:

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### **EXHIBIT C**

### THE REPLACEMENT PROPERTY

PARCEL I:

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 1, 10 AND 11 IN HART L. STEWART'S SUBDIVISION OF LOTS 11 TO 20 BOTH INCLUSIVE, IN BLOCK 2 IN THE SOUTH ARANCH ADDITION TO SAID CITY OF CHICAGO; THAT PART OF LOTS 1 AND 2 IN DAVID KREICH'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 187 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 NOW, H 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 LDJF OF SAID SOUTH BRANCH ADDITION TO THE ORIGINAL EAST LINE OF HALSTED STREET, TOGETHER WITH PART OF VACATED WAIVER 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 AFORES AD 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 CONTACING 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 AFORESA, D 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 DATED 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 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

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SAID DOCK LINE; THENCE 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 POIN IN THE NORTH LINE OF SAID LOT 26, 25 FEET EAST OF THE NORTH WEST 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 SUBDINGSION 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); 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 147312/32) 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 POIN 1 '4 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 88 DEGREES 59 MINUTES 50 SECONDS WEST A DISTANCE OF 29.0 FEET TO A POINT ON THE APOVE DESCRIBED STRAIGHT LINE THAT IS 11.0 FEET NORTHEASTERLY OF THE WEST LINE O.F 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 COURSED AND DISTANCES BEING THE SOUTHERLY LINES OF PART OF PARCEL "B" AND THE EASTERLY AND SCUTTERLY 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 ALONG THE ORIGINAL EAST LINE OF SAID HALSTED STREET, CO 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, 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 86 L 50817).

PIN: 17-28-111-001-0000; 17-28-111-023-0000; 17-28-111-025-0000; 17-28-111-026-0000; 17-28-111-028-0000; 17-28-111-032-0000; 17-28-111-033-0000

Commonly Known As: 2425 South Halsted, Chicago, Illinois 60608

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## **UNOFFICIAL COPY**

### PARCEL II:

#### 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 DOCK 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 26, 1934 AS DOCUMENT 11348060 AND ALSO EXCEPT THAT PART OF LOTS
1 TO 4 CONVEYLD 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 BIOCK 1 IN THE CANAL TRUSTEE'S SUBDIVISION OF CERTAIN BLOCKS IN
THE CANAL TRUSTEES' SUDDIVISION 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 . 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 IND 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 MINITIONED 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 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,

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## **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 2STH STREET AND ITS PRODUCTION SOUTHWESTERLY 323.73 FIRT MORE OR LESS TO A POINT IN THE WEST LINE OF SOUTH HALSTED STREET AS WIDENEL BY CONDEMNATION PROCEEDINGS PASSED BY THE CITY COUNCIL ON JUNE 18, 1877 ORDER OF POSSESS ON 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 BEGINALIG, ALL IN COOK COUNTY, ILLINOIS.

PINs: 17-29-405-008

17-29-406-001

Address: 2420 South Halsted

Chicago, Illinois

Parcel III

LOTS 36 TO 49, INCLUSIVE, IN THE SUBDIVISION OF LOTS? AND 2 (EXCEPT THE EAST 65 FEET AND THE SOUTH 200 FEET OF SAID LOTS 1 AND 2 TAKEN TO GETHER) IN BLOCK 43 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 OF SECTION 21, TO WISHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SO MUCH OF THE SOUTHEAST 1/4 OF SAID SECTION 21 AS LIES WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER, IN COOK COUNTY, ILLINOIS.

PINNOS.: 17-21-309-015, 17-21-309-001, 17-21-309-002, 17-21-309-003, 17-21-309-004, 17 21-309-005, 17-21-309-006 and 17-21-309-007

PROPERTY ADDRESS: 1601 SOUTH CANAL STREET, CHICAGO, ILLINOIS 60616