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Doc#: 0426702455

Eugene "Gene" Moore Fee: \$60.00 Cook County Recorder of Deeds Date: 09/23/2004 01:33 PM Pg: 1 of 19

SECOND MODIFICATION AGREEMENT

THIS CECOND MODIFICATION AGREEMENT dated as of March 17, 2004, but actually executed and delivered on August 20, 2004, by and among CALUMET MARINE TERMINAL, INC., an Illinois corporation (the "Mortgagor"), JOHN E. SHAFFER, DENNIS J. HIFFMAN, E. THOMAS COLLII IS, JR., and RICHARD E. HULINA (collectively, the "Guarantors") (the Mortgagor and the Guarantors being sometimes referred to herein collectively as the "Borrower/Guarantor Parties"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Bank"), Successor by Merger to LASALLE NATIONAL BANK, a national banking association ("Old LaSalle");

WITNESSETH:

WHEREAS, the Borrower/Guarantor Parties and Old LaSalle heretofore entered into the following documents (collectively, the "Documents"):

- Reimbursement and Loan Agreement dated 25 of December 1, 1998 (the "Reimbursement and Loan Agreement"), by and between the Mortgagor and Old LaSalle:
- Mortgage and Security Agreement dated as of December 1, 1998 (the "Mortgage"), from the Mortgagor to Old LaSalle, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on January 5, 1999, as Document No. 99004410;

Permanent Tax Index Numbers and Address:

See Exhibit A

Address; 3434 East 95th St. Ohicago, FL

This Instrument Prepared by and to be Returned After Recording to:

Alvin L. Kruse

Elizabeth Pfeiler Foley

Seyfarth Shaw

55 East Monroe Street

Suite 4200

Chicago, Illinois 60603

Box 400-CTCC

- (iii) Assignment of Rents and Leases dated as of December 1, 1998, from the Mortgagor to Old LaSalle, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on January 5, 1999, as Document No. 99004411;
- (iv) Indemnity Agreement dated as of December 1, 1998, from the Borrower/Guarantor Parties to Old LaSalle; and
- (v) Guaranty of Payment and Performance dated as of December 1, 1998, from the Guarantors to Old LaSalle; and

WHEREAS, Letter of Credit No. S514426 dated December 9, 1998 (the "Letter of Credit"), was previously issued under the Reimbursement and Loan Agreement; and

WHEREAS, the Documents were previously modified and amended by the Modification Agreement dated as of December 9, 1999 (the "Previous Modification"), by and among the Borrover/Guarantor Parties and the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on June 9, 2000, as Document No. 004233563, and re-recorded on June 21, 2000, as Document No. 00458659 to add the legal description of the real estate described in Exhibit A retached hereto; and

WHEREAS, in a Documents, as modified and amended by the Previous Modification, encumber the real estate described in <u>Exhibit A</u> attached hereto and the personal property located thereon; and

WHEREAS, the expiry deta of the Letter of Credit was extended from March 31, 2004, to March 31, 2005, pursuant to the Letter Agreement dated March 17, 2004 (the "Letter Agreement"), by and among the Bank and the Borrower/Guarantor Parties; and

WHEREAS, in consideration of the Bank's agreement to extend the expiry date of the Letter of Credit as described above, in the Letter Agreement, the Borrower/Guarantor Parties agreed to enter into a modification agreement with the Bank for the purpose of modifying and amending the Documents as described in the Letter Agreement; and

WHEREAS, accordingly, the parties now desire to make certain modifications and amendments to the Documents, as modified and amended by the Previous Modification, to incorporate the terms and conditions described in the Letter Agreement, as more fully provided for herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the raceipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals Part of Agreement; Defined Terms, References to Documents. (a) The foregoing recitals are hereby incorporated into and made a part of this Agreement.

- (b) All capitalized terms used and not otherwise defined in this Agreement shall have the meanings set forth in the Reimbursement and Loan Agreement.
- (c) Except as otherwise stated herein, all references in this Agreement to any one or more of the Documents shall be deemed to include the previous modifications and

amendments to the Documents provided for in the Previous Modification, whether or not express reference is made to such previous modifications and amendments.

Section 2. Real Estate Tax Collateral Account. (a) Pursuant to the provisions of Section 2.2 of the Mortgage, the Bank is requesting that the Mortgagor commence making monthly escrow deposits for the payment of Impositions (as defined in the Mortgage) on the Premises required to be paid by the Mortgagor pursuant to Section 2.6 of the Mortgage. Until further notice from the Bank to the Mortgagor, such monthly escrow deposit shall not include an amount for the payment of premiums on the insurance required to be carried by the Mortgagor pursuant to Section 2.4 of the Mortgage. The Mortgagor shall commence making such monthly escrow deposits to pay such Impositions on August 1, 2004. Until further notice from the Bank to the Mortgagor, the amount of such monthly escrow deposit shall be \$20,500. The Mortgagor shall make such escrow deposits into a cash collateral account held at the Bank in the name of the Mortgagor (the "Real Estate Tax Collateral Account"). The Real Estate Tax Collateral Account shall be held as additional security for the payment and performance of all obligations to the Bank under the Reimbursement and Loan Agreement and the other Documents, and the Mortgagor hereby assigns to the Bank, and grants a security interest to the Bank in, the Real Estate Tax Collateral Account, all cash and investments from time to time on deposit in the Real Estate Tax Collateral Account, and all proceeds of all of the foregoing. For such purposes, this Agreement is intended to be a security agreement under the Illinois Uniform Commercial Code. The Mortgagor shall execute and deliver such additional security agreements and other documents as the Bank shall from time to time request in order to create and perfect such security interest. The Mortgagor shall keep the Real Estate Tax Collateral Account free and clear of all other liens, security interests and encumbrances. The Bank shall release the security interest in the Real Estate Tax Co lateral Account at such time as all obligations to the Bank under the Reimbursement and Loan Agreement and the other Documents have been fully paid and performed.

(b) All of the Documents are hereby modified and amended to incorporate the foregoing provisions of this Section 2.

Section 3. Interest Reserve Collateral Account. (a) The Mortgagor shall make a cash deposit in the total amount of \$75,000, in three installments of \$25,000 each, to be deposited on August 1, 2004, September 1, 2004, and October 1, 2004, into a cash collateral account held at the Bank in the name of the Mortgagor (the "Interest Receive Collateral Account"). The Interest Reserve Collateral Account shall be held as additional security for the payment and performance of all obligations to the Bank under the Reimbursement and Loan Agreement and the other Documents, and the Mortgagor hereby assigns to the Bank, and grants a security interest to the Bank in, the Interest Reserve Collateral Account, all cash and investments from time to time on deposit in the Interest Reserve Collateral Account, and all proceeds of all of the foregoing. For such purposes, this Agreement is intended to be a security agreement under the Illinois Uniform Commercial Code. The Mortgagor shall execute and deliver such additional security agreements and other documents as the Bank shall from time to time request in order to create and perfect such security interest. The Mortgagor shall keep the Interest Reserve Collateral Account free and clear of all other liens, security interests and encumbrances. Without limitation on any other rights of the Bank with respect to the Interest Reserve Collateral Account, in the event that the Mortgagor shall at any time fail to pay any accrued interest as required by the Account Party Agreements, the Bank shall have the right to use amounts on deposit in the Interest Reserve Collateral Account to pay such interest on behalf of the Mortgagor, and in such event the Mortgagor shall immediately deposit into the Interest Reserve Collateral Account an amount equal to the amount used by the Bank to pay

such interest. The failure of the Mortgagor to deposit such additional moneys, at any time, on demand, shall constitute an Event of Default under the Reimbursement and Loan Agreement and the other Documents. The Bank shall release the security interest in the Interest Reserve Collateral Account at such time as all obligations to the Bank under the Reimbursement and Loan Agreement and the other Documents have been fully paid and performed.

(b) All of the Documents are hereby modified and amended to incorporate the foregoing provisions of this Section 3.

Section 4. Debt Service Coverage Covenant. (a) The first sentence of Section 4.1(i) of the Reimbursement and Loan Agreement is hereby amended and restated in its entirety, to read as follows:

Commencing with the earlier of -

- (i) the first calendar quarter after the calendar quarter ending March 31, 2004, during which the Account Party has entered into a lease of 100% of the leaseable space within the Premises in accordance with the provisions of Section 3.1 of the Mortgage, to replace the lease of such space which expired on April 1, 2004, and
 - (ii) the calendar quarter ending December 31, 2004,

(the "First DSCR Test Quarter"), the Debt Service Coverage Ratio for each calendar quarter while the Loan and the Note are outsized in grant be at least 1.20.

- (b) Paragraph (j) of Section 6.1 of the Reimbursement and Loan Agreement is hereby amended and restated in its entirety, to read as follows:
 - (j) The Account Party shall fail to pay or perform any of its obligations under Section 4.1(g) of this Agreement or the Debt Service Coverage Ratio for the First DSCR Test Quarter, or for any calendar quarter thereafter while the Loan and the Note are outstanding, shall fail to be at least 1.20[;].

Section 5. Letter of Credit Fees. As provided in the Letter Agreement, as a condition to the Bank's agreement to extend the expiry date of the Letter of Credit to March 31, 2005 (i) the Mortgagor previously paid to the Bank a non-refundable letter of credit fee of \$42,000, and (ii) on September 30, 2004, if the Letter of Credit is still outstanding, the Mortgagor shall pay to the Bank an additional non-refundable letter of credit fee of \$42,000.

Section 6. Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Borrower/Guarantor Parties hereby represent and warrant to the Bank as follows:

- (a) The Mortgagor is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois, has all necessary power and authority to carry on its present business, and has full right, power and authority to enter into this Agreement and each of the Documents and the Previous Modification to which it is a party and to perform and consummate the transactions contemplated hereby and thereby.
- (b) None of the Guarantors is under any legal disability and each has full right, power and authority to enter into and execute and deliver this Agreement and each of the

Documents and the Previous Modification to which he is a party and to otherwise perform and consummate the transactions contemplated hereby and thereby.

- (c) This Agreement and each of the Documents and the Previous Modification has been duly authorized, executed and delivered by such of the Borrower/Guarantor Parties as are parties thereto, and this Agreement and each of the Documents and the Previous Modification constitutes a valid and legally binding obligation enforceable against such of the Borrower/Guarantor Parties as are parties thereto. The execution and delivery of this Agreement, the Documents and the Previous Modification and compliance with the provisions thereof under the circumstances contemplated therein do not and will not conflict with or constitute a breach or violation of or default under the articles of incorporation or bylaws of the Mortgagor, or any agreement or other instrument to which any of the Borrower/Guarantor Parties are a party, or by which any of them is bound, or to which any of their respective properties are subject, or any existing law, administrative regulation, court order or consent decree to which any of them is subject.
- (d) The Borrower/Guarantor Parties are in full compliance with all of the terms and conditions of the Documents and the Previous Modification to which they are a party, and no Default or Event of Default has occurred and is continuing with respect to any of the Documents or the Previous Modification.
- (e) There is no lingation or administrative proceeding pending or threatened to restrain or enjoin the transactions concemplated by this Agreement or any of the Documents or the Previous Modification, or questioning the validity thereof, or in any way contesting the existence or powers of any of the Borrower/Guarantor Parties, or in which an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Agreement or any of the Documents or the Previous Modification, or would result in any material adverse change in the financial condition, properties, business or operations of any of the Borrower/Guarantor Parties.
- (f) The statements contained in the recitals to this Agreement are true and correct.

Section 7. Documents to Remain in Effect; Confirmation of Obligations; References. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as previously modified and amended by the Previous Modification and as expressly modified and amended herein. The Borrower/Guarantor Parties hereby (i) confirm and reaffirm all of their obligations under the Documents, an previously modified and amended by the Previous Modification and as modified and amended nerein; (ii) acknowledge and agree that the Bank, by entering into this Agreement, does not warve any existing or future default or event of default under any of the Documents, or any rights on remedies under any of the Documents, except as expressly provided herein; (iii) acknowledge and agree that neither Old LaSalle nor the Bank has heretofore waived any default or event of default under any of the Documents, or any rights or remedies under any of the Documents; and (iv) acknowledge that they do not have any defense, set-off or counterclaim to the payment or performance of any of their obligations under the Documents, as previously modified and amended by the Previous Modification and as modified and amended herein. All references in the Documents to any one or more of the Documents, or to the "Loan Documents," shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as previously modified and amended by the Previous Modification and as modified and amended by this Agreement.

- Section 8. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Borrower/Guarantor Parties hereby certify, represent and warrant to the Bank that all certifications, representations and warranties contained in the Documents and the Previous Modification and in all certificates heretofore delivered to Old LaSalle and to the Bank are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement.
- Section 9. Entire Agreement. This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them relating to the subject matter of this Agreement other than as are herein set forth.
- Section 10. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.
- Section 11. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- Section 12. Amer dments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.
- Section 13. Construction. (a) The words "hereof," "herein," and "hereunder," and other words of a similar import refer to this Agreement as a whole and not to the individual Sections in which such terms are used.
- (b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.
- (c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.
- (d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.
- (e) The Borrower/Guarantor Parties and the Bank, and their respective legal counsel, have participated in the drafting of this Agreement, and accordingly the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Agreement.
- Section 14. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

Section 16. Customer Identification - USA Patriot Act Notice; OFAC and Bank Secrecy Act. The Bank hereby notifies the Mortgagor that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "Act"), and the Bank's policies and practices, the Bank is required to obtain, verify and record certain information and documentation that identifies the Mortgagor, which information includes the name and address of the Mortgagor and such other information that will allow the Bank to identify the Mortgagor in accordance with the Act. In addition, the Mortgagor shall (i) ensure that no person who owns a controlling interest in or otherwise controls the Mortgagor or any subsidiary of the Mortgagor is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury, or included in any Executive Orders, (ii) not use or permit the use of the proceeds of the Loan to violate any of the foreign asset control regulations of OFAC or an enabling statute or Executive Order relating thereto, and (iii) comply, and cause any of its subsidiancs to comply, with all applicable Bank Secrecy Act laws and regulations, as amended. The Loan Documents are hereby modified and amended to incorporate the foregoing provisions of this Section.

[SIGNATURE PAGE(S) AND EXHIBIT(S), FANY, FOLLOW THIS PAGE]

CALUMET MARINE TERMINAL, INC.

Dennis J. Hiffman

E. Thomas Collins, Jr.

Richard E. Hulina

LASALLE BANK NATIONAL ASSOCIATION

CALUMET MARINE TERMINAL, INC.

Ву
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STATE OF ILLINOIS)) SS COUNTY OF COOK)
The foregoing instrument was acknowledged before me this <u>and</u> day of August, 2004, by <u>Tohn E Shaffer</u> , <u>fresident</u> of Calumet Marine Terminal Inc., an Illinois corporation, on behalf of said corporation.
OFFICIAL SEAL GRACE FILL NOTAP, PUBLIC, STATE OF ILLINOIS NOTAP, PUBLIC, STATE OF ILLINOIS Notary Public STATE OF ILLINOIS SS COUNTY OF COOK
The foregoing instrument was acknowledged before me this August, 2004, by John E. Shaffer.
OFFICIAL SEAL GRACE FILL NOTARY PUBLIC, STATE OF ILLINOIS INTERMINISSION EXPIRES:07/20/03
STATE OF ILLINOIS)) SS COUNTY OF COOK)
The foregoing instrument was acknowledged before me this day of August, 2004, by Dennis J. Hiffman.
Notary Public

STATE OF ILLINOIS)) SS
COUNTY OF COOK)
The foregoing instrument was acknowledged before me this day of August, 2004, by, of Calumet Marine Terminal Inc., an Illinois corporation, on behalf of said corporation.
Notary Public
STATE OF ILLINOIS
COUNTY OF COOK)
The foregoing instrument was acknowledged before me this day of August, 2004, by John E. Shaffer.
Colla
Notar _y Public
C ₂
STATE OF ILLINOIS) SS
COUNTY OF COOK)
The foregoing instrument was acknowledged before me this 10° day of August, 2004, by Dennis J. Hiffman.
Danise of Rawner
OFFICIAL SEAL DENISE A RACANA NOTARY PUBLIC - STATE OF ILLINOIS

STATE OF ILLINOIS)) SS COUNTY OF COOK)		
The foregoing instrument was acknowledged before me this day of August, 2004, by E. Thomas Collins, Jr. "OFFICIAL SEAL" PUBLIC JOHN E COLLINS STATE OF COMMISSION EXPIRES 07/15/07 ALMOST COMMISSION EXPIRES 07/15/07		
STATE OF ILLINDIS) COUNTY OF COOK j		
The foregoing instrument was acknowledged before me this day of August, 2004, by Richard E. Huling.		
STATE OF ILLINOIS) SS		
The foregoing instrument was acknowledged before me inis day of August, 2004, by, of LaSolle Bank National Association, a national banking association, on behalf of the association.		
Notary Public		

STATE OF ILLINOIS) SS	
COUNTY OF COOK)	
The foregoing instru August, 2004, by E. Thomas Collin	ment was acknowledged before me this day of s, Jr.
	Notary Public
000	
STATE OF ILLINO'S) SS	
COUNTY OF COOK	n + d
The foregoing instru August, 2004, by Richard E. Hulina	ament was acknowledged before me this 9 ⁺¹ day of
OFFICIAL SEAL LAINE B. DROGOS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 11-1-2006	Notary Public
	indially I dollo
STATE OF ILLINOIS) SS	
COUNTY OF COOK)	4/1
The foregoing instruction August, 2004, by MAGAFET K	ument was acknowledged before me this day of of LaSa'ie Bank National ssociation, on behalf of the association.
	Maria T. Espons Notary Public
	*"OFFICIAL SEAL"

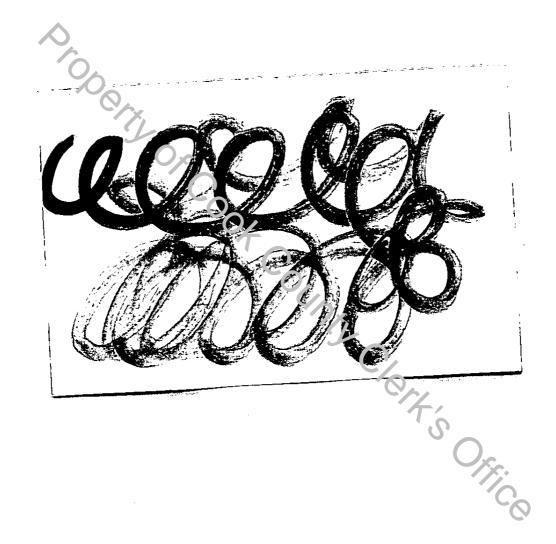
"OFFICIAL SEAL"

MARIA T. ESPARZA

NOTARY PUBLIC STATE OF ILLINOIS

My Commission Expires 04/29/2007

EXHIBIT A LEGAL DESCRIPTION OF THE PREMISES



STREET ADDRESS:

CITY:

COUNTY: COOK

TAX NUMBER:

LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF BLOCK 109 OF A CERTAIN SUBDIVISION MADE BY THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY OF PARTS OF FRACTIONAL SECTIONS 5 AND 6, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS A PLAT OF WHICH SUBDIVISION WAS RECORDED JANUARY 17, 1874, IN BOOK 7 OF PLATS, PAGE 7, AND ACCRETIONS TO SAID BLOCK 109, DESCRIBED AS FOLLOWS::

COMMENCING AT A POINT ON THE SOUTH LINE OF 95TH STREET AND 13.9 FEET WEST OF THE EAST LINE OF THE EAST FRACTION OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 6 SOUTH OF THE OLD INDIAN BOUNDARY LINE, IN TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN; STARTING AT THIS POINT WITH A NORTH 8 DEGREE CURVE, THIS CURVE INTERSECTING THE SOUTH LINE OF 95TH STREET AT THIS POINT; THENCE WITH SAID CURVE IN A SOUTHWESTERLY DIRECTION TO A POINT IN A LINE PARALLEL TO AND 101 1/2 FEET WEST OF THE SAID EAST LINE OF SECTION 6 AFORESAID; SAID POINT BEING ALSO 343.3 FEET SOUTH OF THE SOUTH LINE OF 95TH STREET, THE 8 DEGREE CURVE ABOVE DESCRIBED BEING TANGENT AT THIS POINT TO THE LINE WHICH IS 101 1/2 FEET WEST OF THE SAID EAST LINE OF SECTION 6 AFORESAID AND PARALLEL TO IT; THENCE FROM THIS POINT IN A SOUTHERLY DIRECTION ON A LINE PARALLEL TO AND 101 1/2 FEET WEST OF THE SAID EAST LINE OF SECTION 6 AFORESAID, FOR A DISTANCE OF 954 FEET; THENCE FROM THIS POINT WITH A 10 DEGREE CURVE, THIS CURVE BEING TANGENT AT THIS POINT TO THE LINE WHICH IS 101 1/2 FEET WEST OF SAID EAST LINE OF SECTION 6 AFORESAID, AND PARALLEL TO IT; THIS CURVE RUNNING IN A SOUTHEASTERLY DIRECTION TO ITS INTERSECTION WITH THE NORTHEASTERLY BOUNDARY LINE OF THE BALTIMORE, PITTSBURG AND CHICAGO RAILWAY RIGHT OF WAY AT A POINT WHICH IS 65 FEET NORTH WEST OF A POINT WHERE SAID NORTHEASTERLY BOUNDARY LINE INTERSECTS WITH THE SAID EAST LINE OF SECTION 6 AFORESAID; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE BALTIMORE, PITTSBURG AND CHICAGO RAILWAY, TO THE EAST CHANNEL LINE OF THE CALUMET RIVER AS ESTABLISHED AND SHOWN ON THE PLAT THEREOF APP 10 /FD BY THE CHIEF OF ENGINEERS, UNITED STATES ARMY, AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS; THENCE IN A NORTHERLY DIRECTION FOLLOWING THE EAST CHANNEL LINE OF SAID CALUMET RIVER TO THE POINT OF INTERSECTION OF SAID EAST CHANNEL LINE OF SAID CALUMET RIVER WITH THE SOUTH LINE OF 95TH STREET; THENCE EAST ALONG THE SOUTH LINE OF 95TH STREET TO THE PLACE OF BEGINNING, EXCEPT A STRIP OF LAND OFF THE SOUTH SIDE THEREOF FROM THE SOUTH SIDE AND CONVEYED TO THE BALTIMORE AND OHIO AND CHICAGO RAILROAD COMPANY DEED RECORDED JULY 22, 1901 AS DOCUMENT 3129/03 IN BOOK 7596 PAGE 174 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

BLOCK 110 IN SOUTH CHICAGO, BEING A SUBDIVISION BY THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY OF THE EAST 1/2 OF THE WEST 1/2 AND PARTS OF THE EAST FRACTIONAL 1/2 OF FRACTIONAL SECTION 6, NORTH OF THE INDIAN BOUNDARY LINE; AND THAT PART OF FRACTIONAL SECTION 3, SOUTH OF THE INDIAN BOUNDARY LINE, LYING NORTH OF THE MICHIGAN SOUTHERN RAILROAD; AND PART OF FRACTIONAL SECTION 5, NORTH OF THE INDIAN BOUNDARY LINE; ALL IN TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH THAT PART OF FRACTIONAL SECTION 6, SOUTH OF THE INDIAN BOUNDARY LINE, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH LINE, EXTENDED WEST, OF THE AFORESAID BLOCK 110 IN SOUTH CHICAGO, LYING WESTERLY AND NORTHERLY OF THE WESTERLY AND NORTHERLY LINES OF SAID BLOCK 110, LYING EASTERLY OF THE BROKEN LINES WHICH CONSTITUTE THE EASTERLY "U. S. CHANNEL LINE" ON A PLAT ENTITLED "CALUMET RIVER, ILLINOIS, CONTROL SURVEY" RECORDED FEBRUARY 5, 1957, AS DOCUMENT 16818157, AND LYING SOUTHERLY OF THE SOLID LINE WHICH IS SHOWN AS THE SOUTHERLY LINE OF TURNING BASIN NO. 1 ON SAID PLAT RECORDED AS DOCUMENT 16818157, AND THE WESTWARD EXTENSION OF SAID SOLID LINE (EXCEPT FROM THE AFORESAID BLOCK 110 AND THE ABOVE DESCRIBED PART OF FRACTIONAL SECTION 6. SOUTH OF THE INDIAN BOUNDARY LINE, SUCH PARTS THEREOF AS MAY BE COVERED BY THE WATERS OF THE CALUMET RIVER AND TURNING BASIN NO. 1 WHICH HAS BEEN MADE A PART OF SAID RIVER; AND ALSO EXCEPT FROM THE SOUTH 14.5 FEET OF THE ABOVE DESCRIBED PART OF SECTION 6, SOUTH OF THE INDIAN BOUNDARY LINE, THAT PART THEREOF LYING WEST OF A LINE DRAWN AT RIGHT ANGLES WITH THE SOUTH LINE OF THE AFORESAID BLOCK 110, EXTENDED WEST, AT A POINT 664.5 FEET WESTERLY, MEASURED ALONG SAID

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SOUTH LINE OF BLOCK 110 AND THE WESTWARD EXTENSION THEREOF, FROM THE SOUTH EAST CORNER OF BLOCK

ALSO LOT 15 (EXCEPT THAT PART CONVEYED FROM RAILROAD RIGHT OF WAY) AND LOTS 16, 17, 18, 19, 20, 21, 22 AND THAT PART OF LOTS 53, 54, 55 AND 56 LYING NORTH OF THE RAILROAD RIGHT OF WAY, AND LOT 57 (EXCEPT RAILROAD RIGHT OF WAY) AND LOT 58 (EXCEPT THAT PART CONVEYED TO THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY, AND EXCEPT THAT PART CONVEYED TO DUNHAM TOWING AND WRECKING COMPANY AND EXCEPT THE CHICAGO SHORT LINE RAILWAY RIGHT OF WAY AND ALSO EXCEPT SUCH PARTS OF SAID LOT 58 AS MAY BE COVERED BY WATERS OF THE CALUMET RIVER AND TURNING BASIN WHICH HAS BEEN MADE A PART OF SAID RIVER) ALL IN BLOCK 2 IN TAYLOR'S SECOND ADDITION TO SOUTH CHICAGO, BEING A SUBDIVISION OF THE SOUTH WEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 5, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS

ALSO LOTS 23 AND 24, LOTS 39 TO 50, BOTH INCLUSIVE, AND THAT PART OF LOTS 51 AND 52 DESCRIBED AS

COMMENCING AT THE SOUTH WEST CORNER OF SAID LOT 52; THENCE EAST ALONG THE SOUTH LINE OF SAID LOTS 51 AND 52 TO THE SOUTH EAST CORNER OF SAID LOT 51; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 51 TO THE NORTH EAST CORNER (HEREOF; THENCE SOUTHWESTERLY TO A POINT ON THE WEST LINE OF SAID LOT 52, WHICH IS 91 FEET NORTH OF THE SOUTH WEST CORNER THEREOF; AND THENCE SOUTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING, ALL IN BLOCK 2 IN TAYLOR'S SECOND ADDITION TO SOUTH CHICAGO, BEING A SUBDIVISION OF THE SOUTH WEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 5, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS

ALSO ALL THAT PART OF THE VACATED NORTHWESTERLY AND SOUTHEASTERLY 16 FOOT PUBLIC ALLEY LYING SOUTHWESTERLY OF AND ADJOINING THE SO JT IWESTERLY LINE OF LOTS 15 TO 24, INCLUSIVE, AND LYING NORTHEASTERLY OF AND ADJOINING THE NORTHE STERLY LINE OF LOT 58; LYING SOUTHERLY OF AND ADJOINING THE SOUTHEASTERLY LINE OF THE NORTHWESTERLY 5 FEET OF LOT 15 PRODUCED SOUTHWESTERLY 16 FEET; AND LYING NORTHERLY OF AND ADJOINING THE SOUTH LINE OF LOT 24 PRODUCED WEST 18.5 FEET; ALL IN BLOCK 2 OF TAYLOR'S SECOND ADDITION TO SOUTH CHICAGO, BEING & SUBDIVISION OF THE SOUTH WEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 5, SOUTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOT 23 IN BLOCK 3 IN TAYLOR'S SECOND ADDITION TO SOUTH CHICAGO BEING A SUBDIVISION OF THE SOUTH WEST FRACTIONAL 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 36, 37, AND 38 IN BLOCK 2 IN TAYLOR'S SECOND ADDITION TO SOUTH CHICAGO A SUBDIVISION OF THE SOUTH WEST FRACTIONAL 1/4 (EXCEPT THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF THE SOUTH WEST FRACTIONAL 1/4) OF FRACTIONAL SECTION 5, SOUTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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