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Cook County Recorder of Deeds
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MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

Dated as of October $\frac{\sqrt{8}}{}$, 2004

Between

A. FINKL & SONS CO. a Delaware Corporation, as Mortgagor

and

THE NORTHERN TRUST COMPANY, as Agent, as Mortgagee

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Box 400-CTCC

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MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

RECITALS

- B. The Obligations. As used in this Mortgage, the term "Obligations" means and includes all of the following: all advances, debts, liabilities, obligations, covenants and duties arising under the Credit Agreement, this Mortgage or the other Loan Pocuments owing by the Mortgagor to any Bank or whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter arising including, without limitation, any and all advances, costs or expenses paid or incurred by the Mortgagee to protect any or all of the Collateral (hereinafter defined) and other collateral under the Loan Documents, to perform any obligation of the Mortgagor hereunder and any obligation of the Mortgagor under the Credit Agreement or the other Loan Documents or collect any amount owing to the Mortgagee or the Banks which is secured hereby or under the Loan Documents; interest on all of the foregoing; and all costs of enforcement and collection of this Mortgage, the Credit Agreement or the other Loan Documents and the Obligations.
- C. <u>The Collateral</u>. For purposes of this Mortgage, the term "<u>Collateral</u>" means and includes all of the following:
- (i) <u>Premises</u>. The real property described in <u>Exhibit A</u> (the "<u>Land</u>"), all of the Mortgagor's right, title and interest in, to and under all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in anywise appertaining to the Land (including, without limitation, all

rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all of the Mortgagor's right, title and interest in, to and under all development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Land; all estate, claim, demand, right, title or interest of the Mortgagor in and to any street, road, highway, or alley (vacated or otherwise) adjoining the Land or any part thereof; all of the Mortgagor's right, title and interest in and to all strips and gores belonging, adjacent or pertaining to the Land; and all of the Mortgagor's right, title and interest in, to and under any after-acquired title to any of the foregoing (all of the foregoing is herein referred to collectively as the "Premises");

- (ii) In provements and Fixtures. All buildings, structures, replacements, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the Land and owned or purported to be owned by the Mortgagor, together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Land and owned or purported to be owned by the Mortgagor, including (without limitation) all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment (all of the oregoing is herein referred to collectively as the "Improvements");
- (iii) <u>Rents.</u> All rents, issues, profits royalties, avails, income and other benefits derived by the Mortgagor from the Land (all of the foregoing is herein collectively called the "Rents");
- (iv) <u>Leases</u>. All rights of the Mortgagor under all leases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at any time hereafter, whereby any Person agrees to pay money to the Mortgagor or any consideration for the use, possession or occupancy of, or any estate in, the Land or any part thereof, and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof (all of the foregoing is herein referred to collectively as the "<u>Leases</u>");
- (v) <u>Plans</u>. All rights of the Mortgagor, if any, to plans and specifications, designs, drawings and other matters prepared in connection with the Land (all of the to:e50ing is herein called the "Plans");
- (vi) <u>Contracts for Construction or Services</u>. All rights of the Mortgagor, if any, under any contracts executed by the Mortgagor with any provider of goods or services for or in connection with any construction undertaken on, or services performed or to be performed in connection with, the Land, including any architect's contract (all of the foregoing is herein referred to collectively as the "<u>Contracts for Construction</u>");
- (vii) <u>Contracts for Sale or Financing</u>. All rights of the Mortgagor, if any, as seller or borrower under any agreement, contract, understanding or arrangement pursuant to which the Mortgagor has obtained the agreement of any Person to pay or disburse any money for the Mortgagor's sale (or borrowing on the security) of the Collateral or any part thereof (all of the foregoing is herein referred to collectively as the "<u>Contracts for Sale</u>"); and

(viii) Other Property. All other property or rights of the Mortgagor of any kind or character directly related to the Land, and all proceeds (including insurance and condemnation proceeds, subject to the remaining terms of this Mortgage) and products of any of the foregoing.

GRANT

NOW THEREFORE, for and in consideration of the Banks making any loan, advance or other financial accommodation to or for the benefit of the Mortgagor, including sums advanced under the Credit Agreement and in consideration of the various agreements contained herein and in the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Mortgagor, and in order to secure the full, timely and proper payment and performance of each and every one of the Obligations,

THE MCRTGAGOR HEREBY MORTGAGES, WARRANTS, CONVEYS, TRANSFERS AND ASSIGNS TO THE MORTGAGEE, AND GRANTS TO THE MORTGAGEE AND ITS SUCCESSORS AND ASSIGNS FOREVER A CONTINUING SECURITY INTEREST IN AND TO, ALL OF THE COLLATERAL, PROVIDED, HOWEVER, THAT NOTWITHSTANDING ANYTHING HEREINABOVE TO THE CONTRARY THE MAXIMUM PRINCIPAL AMOUNT OF THE OBLIGATIONS SECURED HEREBY AT ANY ONE TIME SHALL NOT EXCEED AN AMOUNT EQUAL TO TWO TIMES THE LOAN AMOUNT, PLUS ALL COSTS OF ENFORCEMENT AND COLLECTION OF THIS MORTGAGE, THE NOTES, THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS, PLUS THE TOTAL AMOUNT OF ANY ADVANCES MADE PURSUANT TO THE LOAN DOCUMENTS TO PROTECT THE COLLATERAL AND THE SECURITY INTEREST AND LIEN CREATED HEREBY; TOGETHER WITH INTEREST ON ALL OF THE FOREGOING AS PROVIDED IN THE CREDIT AGREEMENT.

TO HAVE AND TO HOLD the Land unto the Mortgagee, its successors and assigns, forever, hereby expressly waiving and releasing any and all right, benefit, privilege, advantage or exemption under and by virtue of any and all statutes and laws of the state or other jurisdiction in which the Land is located providing for the exemption of homesteads from sale on execution or otherwise.

The Mortgagor hereby covenants with and warrants to the Mortgagee and with the purchaser at any foreclosure sale: that at the execution and delivery hereof it owns a valid and enforceable fee simple estate in the Land, that the Collateral is free from all encumbrances whatsoever (and any claim of any other Person thereto) other than the security interest granted to the Mortgagee herein and pursuant to the Credit Agreement and the encumbrances expressly permitted by the Credit Agreement (the "Permitted Exceptions"); that it has good and lawful right to sell, mortgage and convey the Collateral; and that it and its successors and assigns will forever warrant and defend the Collateral against all claims and demands whatsoever with the exception of the Permitted Exceptions.

I. <u>COVENANTS AND AGREEMENTS</u> OF THE MORTGAGOR

Further to secure the payment and performance of the Obligations, the Mortgagor hereby covenants, warrants and agrees with the Mortgagee as follows:

- 1.1 <u>Payment of Obligations</u>. The Mortgagor agrees that it will pay, timely and in the manner required in the Credit Agreement and the other Loan Documents, all amounts due with respect to all the Obligations (including fees and charges).
- 1.2 Access by Mortgagee. The Mortgagor will at all times deliver to the Mortgagee either all of its executed originals (in the case of chattel paper or instruments) or, upon reasonable request therefore, certified copies (in all other cases) of all Leases, agreements creating or evide icing Plans, Contracts for Construction, Contracts for Sale, all amendments and supplements thereto and any other document which is, or which evidences, governs, or creates, Collateral upon written request therefor and on reasonable advance notice.
- Insurance. The Mortgagor will at all times maintain or cause to be maintained on the Improvements and on all other Collateral, all insurance required at any time or from time to time by the Credit Agreement. At the request of the Mortgagee, Mortgagor shall deliver to and keep deposited with the Mortgagee original certificates and copies of all policies of such insurance and renewals thereof, with premiums prepaid, and with standard non-contributory mortgagee and loss payable clauses satisfactory to the Mortgagee, and clauses providing for not less than 10 days' prior written notice to the Moragagee of cancellation or material modification of such policies attached thereto in favor of the Mortgagee, its successors and assigns. All of the above-mentioned original insurance policies or copies of such policies and certificates of such insurance satisfactory to the Mortgagee, together with receipts for the payment of premiums thereon, shall be delivered to and held by the Mortgagee, which delivery shall, subject to the remaining terms hereof, constitute an assignment to the Mortgage of all return premiums to be held as additional security hereunder. All renewal and replacement policies shall be delivered to the Mortgagee at least ten (10) days before the expiration of the expiring policies. While no Default has occurred and is continuing any loss paid to the Mortgagee or Mortgagor under any such policies may be applied by the Mortgagor to rebuild or repair the dam; ged or destroyed Improvements or other Collateral. Any proceeds of such insurance policies not used to rebuild or repair the damaged or destroyed Improvements or other Collateral shall be applied to the prepayment of the Obligations. The Mortgagor further agrees that, upon the occurre we and during the continuance of a Default, any loss paid to the Mortgagee or Mortgagor under any of such policies shall be applied, at the option of the Mortgagee, toward pre-payment of the Obligations, or to the rebuilding or repairing of the damaged or destroyed Improvements or other Collateral, as the Mortgagee in its sole and unreviewable discretion may elect (provided that any election to apply such amounts to a pre-payment of the Obligations shall relieve the Mortgagor of the duty to rebuild or repair).

The Mortgagor hereby empowers the Mortgagee, in its discretion, upon the occurrence and during the continuance of a Default, to settle, compromise and adjust any and all claims or rights under any insurance policy maintained by the Mortgagor relating to the Collateral. At all times other than during the continuance of a Default, the Mortgagor shall have the exclusive

right to settle, compromise, and adjust any and all claims, rights, or proceeds under any insurance policy maintained by the Mortgagor relating to the Collateral. In the event of foreclosure of this Mortgage or other transfer of title to the Land in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. Nothing contained in this Mortgage shall create any responsibility or obligation on the Mortgagee to collect any amounts owing on any insurance policy or resulting from any condemnation, to rebuild or replace any damaged or destroyed Improvements or other Collateral or to perform any other act hereunder. The Mortgagee shall not by the fact of approving, disapproving, accepting, preventing, obtaining or failing to obtain any insurance, incur any liability for or with respect to the amount of insurance carried, the form or legal sufficiency of insurance contracts, solvency of insurance companies, or payment or defense of lawsuits, and the Mortgagor hereby expressly assumes full responsibility therefor and all liability, if any, with respect thereto.

- Emiliant Domain. In case the Collateral, or any part or interest in any thereof, is taken by condemnation, then upon the occurrence and during the continuance of a Default, the Mortgagee is empowered to collect and receive all compensation and awards of any kind whatsoever (referred to collectively herein as "Condemnation Awards") which may be paid for any property taken or for damage; to any property not taken (all of which the Mortgagor hereby assigns to the Mortgagee), and all Condemnation Awards so received shall be forthwith applied by the Mortgagee, as it may elect in its sole and unreviewable discretion, to the prepayment of the Obligations, or to the repair and restoration of any property not so taken or damaged, provided, however, that an election by the Mortgagee under this section to apply such amounts to the Obligations shall relieve the Mortgagor of the cuty to repair and restore; provided, however, as long as no Default has occurred and is continuing that any Condemnation Awards payable by reason of the taking of less than all of the Collateral shall be made available to the extent required, as determined by the Mortgagee in its reasonable discretion, for the repair or restoration of any Collateral not so taken. The Mortgagor hereby empovers the Mortgagee, in the Mortgagee's absolute discretion, upon the occurrence and during the continuance of a Default to settle, compromise and adjust any and all claims or rights arising under any condemnation or eminent domain proceeding relating to the Collateral or any portion thereof. At all times other than during the continuance of a Default, the Mortgagor shall have the exclusive right to settle. compromise, and adjust any and all claims, rights, or proceeds under any insurance policy maintained by the Mortgagor relating to the Collateral.
- 1.5 Continuing Priority. The Mortgagor will: pay such fees, taxes and charges, execute and file (at the Mortgagor's expense) such financing statements, obtain such acknowledgements or consents, notify such obligors or providers of services and materials and do all such other acts and things as the Mortgagee may from time to time reasonably request to establish and maintain a valid and perfected first and prior lien on and security interest in the Collateral; maintain its office and principal place of business at all times at the address shown above except as otherwise provided in the Credit Agreement; keep all of its books and records relating to the Collateral on the Land or at such address; keep all tangible Collateral on the Land except as the Mortgagee may otherwise consent in writing; and not collect any rents or the proceeds of any of the Leases more than 30 days before the same shall be due and payable except as the Mortgagee may otherwise consent in writing.

1.6 No Assignments; Future Leases. The Mortgagor will not cause or permit any Rents, Leases, Contracts for Sale, or other contracts relating to the Land to be assigned, transferred, conveyed, pledged or disposed of to any party other than the Mortgagee without first obtaining the express written consent of the Mortgagee to any such assignment or permit any such assignment to occur by operation of law. In addition, the Mortgagor shall not cause or permit all or any portion of or interest in the Land or the Improvements to be leased (that word having the same meaning for purposes hereof as it does in the law of landlord and tenant) directly or indirectly to any Person, except with the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld, and, if granted, under Leases approved in writing by the Mortgagee.

1.7 <u>Assignment of Leases and Rents and Collections.</u>

- Alof the Mortgagor's interest in and rights under the Leases now existing or (a) hereafter entered into, and all of the Rents, whether now due, past due, or to become due, and including all prepaid reats and security deposits, and all other amounts due with respect to any of the other Collateral, are hereby absolutely, presently and unconditionally assigned and conveyed to the Mortgagee to be applied by the Mortgagee in payment of all sums due with respect to, the Obligations and all other sums payab e under this Mortgage. At all times other than during the continuance of any Default, the Mortgagor shall have a license to collect and receive all Rents and other amounts, which license shall be terminated at the sole option of the Mortgagee, without regard to the adequacy of its secur ty hereunder and without notice to or demand upon the Mortgagor, upon the occurrence and during the continuance of any Default. It is understood and agreed that neither the foregoing assignment to the Mortgagee nor the exercise by the Mortgagee of any of its rights or remedies under Atiole IV hereof shall be deemed to make the Mortgagee a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Collateral or the use, occupancy, enjoyment or any portion thereof, unless and until the Mortgagee, in person or by agent, assumes actual possession thereof. Nor shall appointment of a receiver for the Collateral by any court at the request of the Mortgagee or by agreement with the Mortgagor, or the entering into possession of any part of the Collarcial by such receiver, be deemed to make the Mortgagee a mortgagee-in-possession or otherwise responsible or liable in any manner with respect to the Collateral or the use, occupancy, enjoyment or operation of all or any portion thereof. Upon the occurrence and during the continuance of any Default, this shall constitute a direction to and full authority to each lessee under any Leases, each guarantor of any of the Leases and any other Person obligated under any of the Collateral to pay all Rents and other amounts owing to the Mortgagor with respect to the Collateral to the Mortgages without proof of the Default relied upon. The Mortgagor hereby irrevocably authorizes each such Person to rely upon and comply with any notice or demand by the Mortgagee for the payment to the Mortgagee of any Rents and other amounts due or to become due to the Mortgagor with respect to the Collateral.
- 1.8 The Mortgagee's Performance. If the Mortgagor fails to pay any of its obligations herein contained (including payment of expenses of foreclosure and court costs) after five (5) Business Days notice or if the Mortgagor fails to pay or perform any of its obligations herein contained and a Default has occurred and is continuing, the Mortgagee may (but need not), as agent or attorney-in-fact of the Mortgagor, make any payment or perform (or cause to be performed) any obligation of the Mortgagor hereunder, in any form and manner deemed

expedient by the Mortgagee, and any amount so paid or expended (plus reasonable compensation to the Mortgagee for its out-of-pocket and other expenses for each matter for which it acts under this Mortgage), with interest thereon at the Post-Default Rate, shall be added to the principal debt hereby secured and shall be repaid to the Mortgagee upon demand. In making any payment or securing any performance relating to any obligation of the Mortgagor hereunder, the Mortgagee shall be the sole judge of the legality, validity and amount of any lien or encumbrance and of all other matters necessary to be determined in satisfaction thereof. No such action of the Mortgagee shall ever be considered as a waiver of any right accruing to it on account of the occurrence of any matter which constitutes a Default.

1.9 <u>Subrogation</u>. To the extent that the Mortgagee, on or after the date hereof, pays any sum under any provision of law or any instrument or document creating any lien or other interest prior o superior to the lien of this Mortgage, or the Mortgager or any other Person pays any such sum with the proceeds of the loan secured hereby, the Mortgagee shall have and be entitled to a lien or other interest on the Collateral equal in priority to the lien or other interest discharged and the Mortgagee shall be subrogated to, and receive and enjoy all rights and liens possessed, held or enjoyed by, the holder of such lien, which shall remain in existence and benefit the Mortgagee in securing the Obligations.

II. <u>DEFAULT</u>

The occurrence and continuance of in Event of Default under the terms and provisions of the Credit Agreement shall constitute a defaul ("<u>Default</u>") hereunder.

III. REMEDIES

- 3.1 <u>Acceleration</u>. Upon the occurrence of any Default, all of Obligations together with interest thereon at the Post-Default Rate may become immediately due and payable as provided in the Credit Agreement.
- Remedies Cumulative. No remedy or right of the Mort, agee hereunder or under any of the Loan Documents or otherwise, or available under applicable law or in equity, shall be exclusive of any other right or remedy, but each such remedy or right shall be in addition to every other remedy or right now or hereafter existing under any such document or under applicable law or in equity. No delay in the exercise of, or omission to exercise, and remedy or right accruing on any Default shall impair any such remedy or right or be construed at the acquiescence therein, nor shall it affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by the Mortgagee. All obligations of the Mortgagor, and all rights, powers and remedies of the Mortgagee, expressed herein shall be in addition to, and not in limitation of, those provided by law or in equity or in any other Loan Documents or any other written agreement or instrument relating to any of the Obligations or any security therefor.
- 3.3 <u>Possession of Land; Remedies under the Loan Documents</u>. The Mortgagor hereby waives all right to the possession, income, and rents of the Land from and after the occurrence and during the continuance of any Default, and the Mortgagee is hereby expressly

authorized and empowered, at and following any such occurrence and during such continuance, to enter into and upon and take possession of the Land or any part thereof, to complete any construction in progress thereon at the expense of the Mortgagor, to lease the same, to collect and receive all Rents and to apply the same, less the necessary or appropriate expenses of collection thereof, either for the care, operation and preservation of the Land or, at the election of the Mortgagee in its sole discretion, to a reduction of such of the Obligations in such order as the Mortgagee may from time to time elect. The Mortgagee, in addition to the rights provided under Loan Documents is also hereby granted full and complete authority to enter upon the Land, employ watchmen to protect the Improvements from depredation or injury and to preserve and protect the Collateral, and to continue any and all outstanding contracts for the erection and completion of Improvements to the Land, to make and enter into any contracts and obligations wherever necessary in its own name, and to pay and discharge all debts, obligations and liabilities incured, thereby, all at the expense of the Mortgagor. All such expenditures by the Mortgagee shall ce Obligations hereunder. Upon the occurrence and during the continuance of any Default, the Mortgagee may also exercise any or all rights or remedies under any other Loan Documents.

Default, the Mortgagee shall also have the right immediately to foreclose this Mortgage. Upon the filing of any complaint for that purpose, the court in which such complaint is filed may, upon application of the Mortgagee or at any time thereafter, either before or after foreclosure sale, and without notice to the Mortgagor or to any party claiming under the Mortgagor and without regard to the solvency or insolvency at the time of such application of any Person then liable for the payment of any of the Obligations, without regard to the then value of the Land or whether the same shall then be occupied, in whole or in part, as a homestead, by the owner of the equity of redemption, and without regarding any bond from the complainant in such proceedings, appoint a receiver for the benefit of the Mortgagee, with power to take possession, charge, and control of the Land, to lease the same, to keep the buildings thereon insured and in good repair, and to collect all Rents during the pendency of such foreclosure suit, and, un case of foreclosure sale and a deficiency, during any period of redemption.

The court may, from time to time, authorize said receiver to apply the net amounts remaining in its hands, after deducting reasonable compensation for the receiver and its counsel as allowed by the court, in payment (in whole or in part) of any or all of the Obligations, including without limitation the following, in such order of application as the Mortgagee may elect: (i) amounts due under the Credit Agreement, (ii) amounts due upon any decree entered in any suit foreclosing this Mortgage, (iii) costs and expenses of foreclosure and litigation upon the Land, (iv) insurance premiums, repairs, taxes, special assessments, water charges and interest, penalties and costs, in connection with the Land, (v) any other lien or charge upon the Land that may be or become superior to the lien of this Mortgage, or of any decree foreclosing the same and (vi) all moneys advanced by the Mortgagee in accordance with the Loan Documents to cure or attempt to cure any Default by the Mortgagor in the performance of any obligation or condition contained in any Loan Documents or this Mortgage or otherwise, to protect the security hereof provided herein, or in any Loan Documents, with interest on such advances at the Post-Default Rate. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor. This Mortgage may be foreclosed once against all, or successively against any portion or portions, of the Land, as the Mortgagee may elect, until all of the Land have been

foreclosed against and sold. As part of the foreclosure, the Mortgagee in its discretion may, with or without entry, personally or by attorney, sell to the highest bidder all or any part of the Land, and all right, title, interest, claim and demand therein, and the right of redemption thereof, as an entirety, or in separate lots, as Mortgagee may elect, and in one sale or in any number of separate sales held at one time or at any number of times, all in any manner and upon such notice as provided by applicable law. Upon the completion of any such sale or sales, Mortgagee shall transfer and deliver, or cause to be transferred and delivered, to the purchaser or purchasers the property so sold, in the manner and form as provided by applicable law, and Mortgagee is hereby irrevocably appointed the true and lawful attorney-in-fact of Mortgagor, in its name and stead, to make all necessary transfers of property thus sold, and for that purpose Mortgagee may execute and deliver for and in the name of Mortgagor, all necessary instruments of assignment and transfer, Mortgagor hereby ratifying and confirming all that said attorney-in-fact shall lawfully do by virtue he ecf. In the case of any sale of the Land pursuant to any judgment or decree of any court at public auction or otherwise, Mortgagee may become the purchaser, and for the purpose of making setulement for or payment of the purchase price, shall be entitled to deliver over and use any documents or instruments evidencing the Obligations in order that there may be credited as paid on the purchase price the amount of the Obligations. In case of any foreclosure of this Mortgage (or the commencement of or preparation therefor) in any court, all expenses of every kind reasonably paid or incurred by the Mortgagee for the enforcement, protection or collection of this security, including court costs, reasonable attorneys' fees, stenographers' fees, costs of advertising, and costs of title in surance and any other documentary evidence of title, shall be paid by the Mortgagor.

Remedies for Leases and Rents. I any Default shall occur and be continuing, then, whether before or after institution of legal proceedings to foreclose the lien of this Mortgage or before or after the sale thereunder, the Moragagee shall be entitled, in its discretion, to do all or any of the following: (i) enter and take actual possession of the Land, the Rents, the Leases and other Collateral relating thereto or any part thereof personally, or by its agents or attorneys, and exclude the Mortgagor therefrom; (ii) with process of law, enter upon and take and maintain possession of all of the documents, books, records, papers and accounts of the Mortgagor relating thereto; (iii) as attorney-in-fact or agent of the Mortgagor, or in its own name as mortgagee and under the powers herein granted, hold, operate, manage and control the Land, the Rents, the Leases and other Collateral relating thereto and conduct the business, if any, thereof either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its reasonable discretion or in the reasonable discretion of its successors or Eligible Assigns may be deemed proper or necessary to enforce the payment of the Rents, the Leases and other Collateral relating thereto (including actions for the recovery of rent, actions in forceable detainer and actions in distress of rent); (iv) cancel or terminate any Lease or sublease on any ground which would entitle the Mortgagor to cancel the same; (v) make all necessary or proper repairs, decorations, renewals, replacements, alterations, additions, betterments and improvements to the Land that, in its reasonable discretion, may seem appropriate; (vi) insure and reinsure the Collateral for all risks incidental to the Mortgagee's possession, operation and management thereof; and (viii) receive all such Rents and proceeds, and perform such other acts in connection with the management and operation of the Collateral, as the Mortgagee in its reasonable discretion may deem proper, the Mortgagor hereby granting the Mortgagee full power and authority to exercise each and every one of the rights, privileges and powers contained herein at any and all times after and during the continuance of any Default

on notice to the Mortgagor or any other Person. The Mortgagee, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the Rents to the payment of or on account of the following, in such order as it may determine: (a) to the payment of the operating expenses of the Land, including the reasonable cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agents or contractors, if management be delegated to agents or contractors, and it shall also include reasonable lease commissions and other reasonable compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized; (b) to the payment of taxes, charges and special assessments as and when due and payable, the reasonable costs of all repairs, decorating, renewals, replacements, alterations, raditions, betterments and improvements of the Collateral, including the cost from time to time of installing, replacing or repairing the Collateral, and of placing the Collateral in such condition as will, in the reasonable judgment of the Mortgagee, make it readily rentable; and (c) to the payment of any Obligations. The entering upon and taking possession of the Land, or any part thereof, and the collection of any Rents and the application thereof as aforesaid shall not cure or waive any Default theretofore or thereafter occurring or affect any notice or Default hereunder or invalidate any act done pursuant to any such Default or notice, and, notwithstanding continuance in possession of the Land or any part thereof by the Mortgagee or a receiver and the collection, receipt and application of the Rents, the Mortgagee shall be entitled to exercise every right provided for in this Mortgage or by law or in equity upon or after the occurrence and during the continuance of a Default. Any of the actions referred to in this Section may be taken by the Mortgagee without regard to the adequacy of the security for the indebtedness hereby secured.

3.6 <u>Personal Property</u>.

- (a) Whenever a Default exists, the Mortgagee may exercise from time to time any rights and remedies available to it under the Uniform Commercial Code as in effect in Illinois, under any other applicable law and in the subsections set forth below in this Section.
- (b) Notice of the intended disposition of any Collateral reay be given by first-class mail, hand-delivery (through a delivery service or otherwise), facsimile or E-mail, and shall be deemed to have been "sent" upon deposit in the U.S. mails with adequate postage properly affixed, upon delivery to an express delivery service, upon the electronic sub mission through telephonic services or, if by facsimile transmission, when sent against mechanical confirmation of successful transmission, as applicable. The Mortgagor hereby agrees and acknowledges that:
 (i) with respect to Collateral that is (A) perishable or threatens to decline speedily in value or (B) is of a type customarily sold on a recognized market, no notice of disposition need be given; and (ii) with respect to Collateral not described in clause (i) above, notification sent after Default and at least ten days before any proposed disposition provides notice within a reasonable time before disposition.
- (c) The Mortgagor further agrees and acknowledges that a disposition (i) made in the usual manner on any recognized market, (ii) at the price current in any recognized market at the time of disposition or (iii) in conformity with reasonable commercial practices among dealers in the type of property subject to the disposition shall, in each case, be deemed commercially reasonable.

- (d) Any cash proceeds of any disposition by the Mortgagee of any of the Collateral shall be applied by the Mortgagee to payment of expenses in connection with the Collateral, including attorneys' fees and legal expenses, and thereafter to the ratable payment of the Obligations, and thereafter any surplus will be paid to the Mortgagor or as a court of competent jurisdiction shall direct. The Mortgagee need not apply or pay over for application noncash proceeds of collection and enforcement unless (i) the failure to do so would be commercially unreasonable and (ii) the Mortgagor has provided the Mortgagee with a written demand to apply or pay over such noncash proceeds on such basis.
- No Liability on Mortgagee. Notwithstanding anything contained herein, the Mortgagee shell not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligation, duty or liability of the Mortgagor, whether hereunder, or otherwise, and the Mortgagor shall and does hereby agree to indemnify against and hold the Mortgagee harmless of and from: any and all liabilities, losses or damages which the Mortgagee may incur or pay under or with respect to any of the collateral by reason of its exercise of rights hereunder prior to the foreclosure or other sale of the Collateral pursuant to the terms hereof with the exception of any exercise of such rights by the Mortgagee in a manner so as to constitute gross negligence or willful misconduct; and any and all claims and demands whatsoever which may be asserted against the Mortg (get by reason of any alleged obligations or undertakings on its part to perform or discharge prior to a foreclosure or other sale of the Collateral pursuant to the terms hereof any of the terms, coverants or agreements contained in any of the Collateral or in any of the contracts, documents or instruments evidencing or creating any of the Collateral. The Mortgagee shall not have responsibility for the control, care, management or repair of the Land or be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Land resulting in loss, injury or death to any tenant, licensee, employee, stranger or other Person, except for the gross negligence or willful misconduct of the Mortgagee. No liability shall be enforced or asserted against the Mortgagee in its exercise of the powers granted to it under this Mortgage, and the Mortgagor expressly waives and releases any such liability, except for the gross negligence or willful misconduct of the Morigagee. Should the Mortgagee incur any such liability, loss or damage under or by reason hereof, or ir the defense of any claims or demands, the Mortgagor agrees to reimburse the Mortgagee immediately upon demand for the full amount thereof, including costs, expenses and attorneys' fees.

IV. GENERAL

4.1 Permitted Acts. The Mortgagor agrees that, without affecting or diminishing in any way the liability of the Mortgagor or any other Person (except any Person expressly released in writing by the Mortgagee) for the payment or performance of any of the Obligations or for the performance of any obligation contained herein or affecting the lien hereof upon the Collateral or any part thereof, the Mortgagee may at any time and from time to time, without notice to or the consent of any Person, release any Person liable for the payment or performance of the Obligations or any guaranty given in connection therewith; extend the time for, or agree to alter the terms of payment of, any indebtedness under the Credit Agreement or any of the other Obligations or any guaranty given in connection therewith; modify or waive any obligation; subordinate, modify or otherwise deal with the lien hereof; accept additional security of any kind for repayment of the Obligations or any guaranty given in connection therewith; release any Collateral or other property securing any of the Obligations or any guaranty given in connection

therewith; make releases of any portion of the Land; consent to the making of any map or plat of the Land; consent to the creation of a condominium regime on all or any part of the Land or the submission of all or any part of the Land to the provisions of any condominium act or any similar provisions of law of the state where the Land are located, or to the creation of any easements on the Land or of any covenants restricting the use or occupancy thereof; or exercise or refrain from exercising, or waive, any right the Mortgagee may have.

- 4.2 <u>Legal Expenses</u>. The Mortgagor agrees to indemnify the Mortgagee from all loss, damage and expense, including (without limitation) reasonable attorneys' fees, incurred in connection with any suit or proceeding in or to which the Mortgagee may be made or become a party for the purpose of protecting the lien or priority of this Mortgage.
- or otherwise deal, with personal property or with items of personal property which are or may become fixtures, shall also be construed as a security agreement under the UCC as in effect in the state in which the Land are located, and this Mortgage constitutes a financing statement filed as a fixture filing in the Orficial Records of the County Recorder of the County in which the Land are located with respect to any and all fixtures included within the term "Collateral" as used herein and with respect to any personal property that may now be or hereafter become such fixtures. For purposes of the foregoing, the Mortgagor is the debtor (with its address as set forth above), and the Mortgagee is the secure aparty (with its address as set forth above). If any item of Collateral hereunder also constitutes collateral granted to the Mortgagee under any other mortgage, agreement, document, or instrument, in the event of any conflict between the provisions of this Mortgage and the provisions of such other mortgage, agreement, document, or instrument relating to the Collateral, the provision or provisions selected by the Mortgagee shall control with respect to the Collateral.
- 4.4 <u>Defeasance</u>. Upon full payment of all indebtedness secured hereby and satisfaction of all the Obligations in accordance with their respective terms and at the time and in the manner provided, and when the Mortgagee has no further obligation to make any advance, or extend any credit hereunder or under any Loan Documents, this conveyance shall be null and void, and thereafter, upon demand therefor, an appropriate instrument of reconveyance or release shall promptly be made by the Mortgagee to the Mortgagor, at the expense of the Mortgagor.
- 4.5 <u>Notices</u>. Each notice, demand or other communication in connection with this Mortgage shall be in writing and shall be given as provided in the Credit Agreement for notices required by the Credit Agreement.
- 4.6 <u>Successors; The Mortgagor; Gender.</u> All provisions hereof shall bind the Mortgagor and the Mortgagee and their respective permitted successors, vendees and assigns and shall inure to the benefit of the Mortgagee, its permitted successors and assigns, and the Mortgagor and its permitted successors and assigns. The Mortgagor shall not have any right to assign any of its rights hereunder. Except as limited by the preceding sentence, the word "Mortgagor" shall include all Persons claiming under or through the Mortgagor and all Persons liable for the payment or performance by the Mortgagor of any of the Obligations whether or not such Persons shall have executed the Credit Agreement or this Mortgage. Wherever used, the

singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

- 4.7 <u>Care by the Mortgagee</u>. The Mortgagee shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral assigned by the Mortgagor to the Mortgagee or in the Mortgagee's possession if it takes such action for that purpose as the Mortgagor requests in writing, but failure of the Mortgagee to comply with any such request shall not be deemed to be (or to be evidence of) a failure to exercise reasonable care, and no failure of the Mortgagee to preserve or protect any rights with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by the Mortgagor, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.
- 4.8 No Obligation on Mortgagee. This Mortgage is intended only as security for the Obligations. Anything herein to the contrary notwithstanding (i) the Mortgagor shall be and remain liable under and with respect to the Collateral to perform all of the obligations assumed by it under or with respect to each thereof, (ii) the Mortgagee shall have no obligation or liability under or with respect to the Collateral by reason or arising out of this Mortgage prior to a foreclosure or other sale of the Collateral pursuant to the terms hereof and (iii) the Mortgagee shall not be required or obligated in any manner to perform or fulfill any of the obligations of the Mortgagor under, pursuant to or with respect to any of the Collateral prior to a foreclosure or other sale of the Collateral pursuant to the terms hereof.
- 4.9 <u>No Waiver; Writing.</u> No delay on the part of the Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Mortgagee of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. The granting or withholding of consent by Mortgagee to any transaction as required by the terms hereof shall not be deemed a valver of the right to require consent to future or successive transactions.
- 4.10 Governing Law, Submission to Jurisdiction. This Morgage shall be governed by the laws of the state where the Land are located. Whenever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without in alidating the remainder of such provision or the remaining provisions of this Mortgage.
- 4.11 <u>Waiver</u>. The Mortgagor acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate as defined in the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 <u>et seq.</u> (herein the "<u>Act</u>"), or residential real estate (as defined in the Act) and the Mortgagor, on behalf of itself and all Persons now or hereafter interested in the Land or the Collateral, to the fullest extent permitted by applicable law hereby waives all rights under all appraisement, homestead, moratorium, valuation, exemption, stay, extension, and redemption statutes, laws or equities now or hereafter existing, and the Mortgagor agrees that no defense, claim or right based on any thereof will be asserted, or may be enforced, in any action enforcing or relating to this Mortgage or any of this Collateral. Without limiting the generality of the preceding sentence, the

Mortgagor, on its own behalf and on behalf of each and every Person acquiring any interest in or title to the Land subsequent to the date of this Mortgage, hereby irrevocably waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court. The Mortgagor, for itself and for all Persons hereafter claiming through or under it or who may at any time hereafter become holders of liens junior to the lien of this Mortgage, hereby expressly waives and releases all rights to direct the order in which any of the Collateral shall be sold in the event of any sale or sales pursuant hereto and to have any of the Collateral and/or any other property now or hereafter constituting security for any of the indebtedness secured hereby marshalled upon any foreclosure of this Mortgage or of any other security for any of said indebtedness.

- 4.12 <u>URY TRIAL</u>. THE MORTGAGOR AND MORTGAGEE HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE, THE CREDIT AGREEMENT, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.
- 4.13 No Merger. It being the desire and intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title to the Land, it is hereby understood and agreed that should the Mortgagee acquire an additional or other interests in or to the Land or the ownership thereof, then, unless a contrary intent is manifested by the Mortgagee as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.
- 4.14 Mortgagee Not a Joint Venturer or Partner. The Mortgager and the Mortgagee acknowledge and agree that in no event shall the Mortgagee be deemed to be a partner or joint venturer with the Mortgagor. Without limitation of the foregoing, the Mortgagee shall not be deemed to be such a partner or joint venturer on account of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage or pursuant to any other instrument or document evidencing or securing any of the Obligations secured hereby, or otherwise.
- 4.15 Future Advances. This Mortgage is given to secure not only existing indebtedness, but also future advances made pursuant to or as provided in the Credit Agreement and the other Loan Documents, whether such advances are obligatory or to be made at the option of the Banks, or otherwise, to the same extent as if such future advances were made on the date of execution of this Mortgage, although there may be no advance made at the time of execution hereof, and although there may be no indebtedness outstanding at the time any advance is made. To the fullest extent permitted by law, the lien of this Mortgage shall be valid as to all such indebtedness, including all revolving credit and future advances, from the time this Mortgage is recorded. Notwithstanding anything in this Mortgage to the contrary, although the amount of indebtedness secured by this Mortgage may increase or decrease from time to time, the maximum principal amount of indebtedness secured by this Mortgage at any one time shall not exceed an amount equal to two times the Loan Amount, plus all costs of enforcement and collection of this Mortgage, the Notes, the Credit Agreement and the other Loan Documents, plus the total amount of any advances made pursuant to the Loan Documents to protect the

collateral and the security interest and lien created hereby; together with interest on all of the foregoing as provided in the Loan Documents.

- 4.16 <u>Credit Agreement</u>. This Mortgage is made by the Mortgagor pursuant to the terms of the Credit Agreement. The terms of the Credit Agreement are incorporated herein by reference. In the event of an irreconcilable conflict between the Credit Agreement and this Mortgage, the terms of the Credit Agreement will govern.
- 4.17 <u>Compliance with Illinois Mortgage Foreclosure Law</u>. (a) If any provision of this Mortgage is inconsistent with any applicable provision of the Act, the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can fairly be construed in a manner consistent with the Act.
- (b) Without in any way limiting or restricting any of the Administrative Agent's rights, remedies, powers and authorities under this Mortgage, and in addition to all of such rights, remedies, powers, and authorities, the Administrative Agent shall also have and may exercise any and all rights, remedies, powers and authorities which the holder of a mortgage is permitted to have or exercise under the provisions of the Act, as the same may be amended from time to time. If any provision of this Mortgage grants to the Administrative Agent any rights, remedies, powers or authorities upon default of Mortgage which are more limited than the rights that would otherwise be vested in the Administrative Agent under the Act in the absence of said provision, Agent shall be vested with all of the rights, remedies, powers and authorities granted in the Act to the fullest extent permitted by law.
- (c) Without limiting the generality of the foregoing, all expenses incurred by the Administrative Agent, to the extent reimbursable under 735 H.CS 5/15-1510, 735 ILCS 5/15-1512, or any other provisions of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in any other provision of this Mortgage, shall be added to the indebtedness secured by this Mortgage and by the judgment of foreclosure.

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IN WITNESS WHEREOF, the undersigned have executed and delivered this Mortgage on the day and year first above written.

A. FINKL & SONS CO., a Delaware Corporation

By:_ Name:

Property of Cook County Clark's Office

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STATE OF ILLINOIS)
ſ) SS.
COUNTY OF LOOK)

I, the undersigned, a Notary Public, do hereby certify that Joseph E. Curci, personally known to me to be the President of A. FINKL & SONS CO., a Delaware Corporation, and personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that as such President he signed and delivered the said document as President of said corporation, pursuant to authority given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____13 day of October, 2004.

My commission expires: 10-18-08

'OFFICIAL SEAL" SNJEZANA J. JAKSIC Notary Public, State of Illinois My Commission Expires 10-18-2008

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STREET ADDRESS:

CITY:

COUNTY: COOK

TAX NUMBER:

LEGAL DESCRIPTION:

PARCEL 1:

LOT 4 IN BLOCK 5 IN DOMINICKS SUBDIVISION OF LOTS 1, 2 AND 3 IN BLOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THOSE PORTIONS OF LOTS 5, 6, 7 AND 8 IN DOMINICK'S SUBDIVISION OF LOTS 1, 2 AND 3 IN BLOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO DESCRIBED AS FOLLOWS:

COMMENCING AT POINT ON THE EAST LINE OF SAID LOT 5 WHICH IS 30 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH AR ADIUS OF 289 FEET TO A PCTLT ON THE EAST LINE OF LOT 6, WHICH IS 34 FEET FROM THE SOUTHEAST CORNER THEREOF; TAFF.CF TO A POINT ON THE EAST LINE OF LOT 7 WHICH IS 41 FEET FROM THE SOUTHEAST CORNER THEPLOS; THENCE TO A POINT ON THE EAST LINE OF LOT 8 WHICH IS 47 FEET FROM THE NORTHEAST CORNLE THEREOF; THENCE TO A POINT ON THE WEST LINE OF LOT 8 WHICH IS 22 FEET FROM THE NORTHWEST CORNER THEREOF; THENCE ALONG THE WEST LINE OF SAID LOT 8 TO A POIN WHICH IS 33 FEET NORTHERLY FROM THE SOUTHWEST CORNER THEREOF; THENCE TO A POINT ON THE EAST LINE OF LOT 8 WHICH IS 22 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE TO A POINT ON THE EAST LINE OF LOT 7 WHICH IS 6 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE TO THE SOUTHEAST CORNER OF LOT 6; THENCE ALONG THE SOUTH LINE OF LOT 5 TO THE SOUTHEAST CORNER THEREOF; THENCE ALONG THE EAST LINE OF LOT 5 TO THE POINT OF BEGINNING, ALL IN BLOCK 5 IN W.F. DOMINICKS SUBDIVISION OF LOTS 1, 2 AND 3 IN BLOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTIO 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND:

COMMENCING AT A POINT ON THE EAST LINE OF SAID 1 J. 5 WHICH IS 30 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 289 FEET TO A POINT; SAID POINT BEING 33.46 FEET NORTH OF AND 2.71 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 5 TO POINT OF BEGINNING; THINCE CONTINUING NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 289 FEET, A DISTANCE OF 2.75 FEET TO A POINT ON THE EAST LINE OF LOT 6, WHICH IS 34 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE TO A POINT ON THE EAST LINE OF LOT 7 WHICH IS 41 FEET FROM THE SCUTHEAST CORNER THEREOF; THENCE TO A POINT ON THE EAST LINE OF LOT 8 WHICH IS 47 FEET FROM THE NORTHEAST CORNER THEREOF; THENCE TO A POINT ON THE WEST LINE OF LOT 8 WHICH IS 22 FLET FROM THE NORTHWEST CORNER THEREOF; THENCE ALONG THE WEST LINE OF SAID LOT 8 TO A POILT JUICH IS 33 FEET NORTHERLY FROM THE SOUTHWEST CORNER THEREOF; THENCE TO A POINT ON THE LAST LINE OF LOT 8 WHICH IS 22 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE TO A PCINT ON THE EAST LINE OF LOT 7 WHICH IS 6 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THEY'LE TO THE SOUTHEAST CORNER OF LOT 6; THENCE SOUTHERLY ALONG A SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 6, A DISTANCE OF 2.20 FEET; THENCE "DUE EAST", A DISTANCE OF 2.71 FEET; THENCE NORTHERLY ALONG A LINE WHICH IS 2.71 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 5, A DISTANCE OF 35.62 FEET; TO THE POINT OF BEGINNING)

PARCEL 3:

ALL THAT PART OF THE NORTH-SOUTH 16 FOOT PUBLIC ALLEY LYING WEST OF WEST LINE OF LOT 4 AND LYING EAST OF THE EAST LINE OF LOT 5; LYING NORTH OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 4 TO THE SOUTHEAST CORNER OF LOT 5; AND LYING SOUTH OF THE WESTWARDLY EXTENSION OF THE NORTH LINE OF LOT 4 BEING THE SOUTH LINE OF THE PUBLIC ALLEY VACATED BY ORDINANCE PASSED JANUARY 30, 195 AND RECORDED FEBRUARY 27, 1905 AS DOCUMENT 3658389, ALL IN BLOCK 5 IN W.F. DOMINICK'S SUBDIVISION AFORESAID.

PARCEL 4:

LOTS 2 TO 10, BOTH INCLUSIVE, AND LOTS 11 TO 15, BOTH INCLUSIVE, AND LOTS 25 TO 28, BOTH INCLUSIVE, IN BLOCK 4 IN DOMINICKS SUBDIVISION OF LOTS 1, 2 AND 3 IN BLOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

ALL OF THE NORTH-SOUTH 16 FOOT PUBLIC ALLEY LYING WEST OF THE WEST LINE OF LOTS 1 TO 10, BOTH INCLUSIVE, LYING EAST OF THE EAST LINE OF LOTS 11 AND 27, LYING EAST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 11 TO THE NORTHEAST CORNER OF LOT 28, LYING SOUTH OF A LINE DRAWN FROM THE NORTHWEST CORNER OF LOT 1 TO THE NORTHWEST CORNER OF LOT 11 AND LYING NORTH OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 10 TO THE SOUTHWEST CORNER OF LOT 28;

ALSO

ALL THAT PART OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINE OF LOTS 11 TO 14, BOTH INCLUSIVE. AND LYING NORTH OF THE NORTH LINE OF LOTS 25 TO 28, BOTH INCLUSIVE, LYING EAST OF A LINE DEAWN FROM THE SOUTHWEST CORNER OF LOT 14 TO THE NORTHWEST CORNER OF LOT 25 AND LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 11 TO THE NORTHEAST CORNER OF LOT 28;

ALL IN BLOCK 4 IN DOMINICKS SUBILIVISION OF LOTS 1, 2 AND 3 IN BLOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS VACATED BY ORDINANCE RECORDED AUGUST 30, 1995 AS DOCUMENT 95574351, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOTS 1 TO 13, BOTH INCLUSIVE IN BLOCK 2 AND LOTS 1 TO 6, BOTH INCLUSIVE IN BLOCK 1, ALL IN J.F. LAWRENCE'S SUBDIVISION OF LOT 4 IN BLOCK 1/ IN SHEFFIELD'S ADDITION TO CHICAGO IN THE NORTH 1/2 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF LOTS 7 AND 8 IN SAID BLOCK 1 IN J.F. LAWRENCE'S SUBDIVISION AFORESAID WHICH LIES EASTERLY OF THE CENTER DENE OF AN EXISTING RAILROYD SERVICE TRACK (SAID CENTER LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTH LINE OF SAID BLOCK 1 WHICH IS 14.31 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 7; THENCE LYOPIH AT RIGHT ANGLES TO SAID SOUTH LINE 11 FEET TO A POINT OF CURVE; THENCE NORTHERLY IN THE ARC OF A CIRCLE, TANGENT TO THE LAST DESCRIBED LINE, CONVEX EASTERLY AND HAVING A RADIUS OF 1/7.53 FEET FOR A DISTANCE OF 93.23 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 8 WHICH IS 14 17 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 8) AND COOK COUNTY, ILLINOIS.

PARCEL 7:

THE NORTH 1/2 OF THE VACATED EAST AND WEST 12 FOOT PUBLIC ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 1 TO 13, BOTH INCLUSIVE, IN BLOCK 2 IN J.F. LAWRENCE 3 SUBDIVISION OF LOT 4 IN BLOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE NORTH 1/2 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

ALL OF LOTS 28 TO 31, BOTH INCLUSIVE, IN SUB-LOT 3 IN SHEFFIELD'S NURSERY SUBDIVISION OF BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

THOSE PARTS OF LOT 1 AND PART OF THE PRIVATE ALLEY IN THE SUBDIVISION OF LOTS 40 TO 44, INCLUSIVE, AND THOSE PARTS OF LOTS 32 TO 39, INCLUSIVE IN SUB-LOT 3 IN SHEFFIELD'S NURSERY SUBDIVISION OF BLOCK 13 IN SHEFFIELDS ADDITION TO CHICAGO, ALL LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT A POINT ON THE NORTH LINE OF SAID LOT 32, 3 FEET EAST

OF THE NORTHWEST CORNER OF SAID LOT 32; THENCE SOUTHEASTERLY ON A 12 DEGREES 30 MINUTES CURVE TO THE LEFT, FOR A DISTANCE OF APPROXIMATELY 242 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1, 20 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 1, ALL IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

LOTS 23, 24, 25, 26 AND 27 IN BLOCK 3 AND LOTS 40, 41, 42, 43 AND 44 IN BLOCK 2 AND VACATED LAKEWOOD AVENUE LYING SOUTHEASTERLY OF AND ADJOINING SAID LOT 44 IN BLOCK 2 AND LYING NORTHWESTERLY OF AND ADJOINING SAID LOT 23 IN BLOCK 3, ALL IN SUBDIVISION OF BLOCK 13, IN SHEFFIELDS ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 11:

LOTS 1 TO 59, BOTH INCLUSIVE; LOTS 77 TO 98, BOTH INCLUSIVE; AND THAT PART OF LOTS 60 AND 68 TO 76, BOTH INCLUSIVE; LYING LYING SOUTH AND WEST OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY; ALL OF VACATED WEST CROOKED STREET; AND ALL OF THE VACATED ALLEY BETWEEN ABOVE LO'S 12 AND 98; AND ALL OF THE VACATED ALLEY BOUNDED BY THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE LOD ST. PAUL RAILWAY ON THE NORTH AND VACATED WEST CROOKED STREET ON THE SOUTH, LOTS 69 TO 89 INCLUSIVE ON THE EAST AND LOTS 46, 47, 50 AND 51 TO 60 INCLUSIVE ON THE WEST; ALL IN BLOCK 1 IN SUBDIVISION OF BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, FANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 12:

THAT PART OF THE CHICAGO, MILWAUKEE AND SI. FAUL RAILWAY COMPANY RIGHT OF WAY THROUGH LOTS 60 AND 68 TO 76, INCLUSIVE, AND THE ALLEY WEST OF LOTS 68 TO 69 AND THE ALLEY NORTH OF LOT 60 IN SUBDIVISION OF BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IT. COOK COUNTY, ILLINOIS.

PARCEL 13:

LOTS 61 TO 67, AND THAT PART OF LOTS 68 TO 73 LYING EAST 'N' NORTH OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD IN SUB-BLOCK 1 IN 31 OCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32. TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 14:

THAT PORTION OF LOT 5 IN BLOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 5 A DISTANCE OF 130 FEET AND 2 /58 INCHES, MORE OR LESS, TO A POINT ON THE NORTH BOUNDARY LINE OF THE ONE-STORY BRICK BUILDING LOCATED ON THE SOUTHEAST CORNER OF SAID LOT 5; THENCE WEST ALONG THE NORTH SIDE OF SAID ONE-STORY BRICK BUILDING FOR A DISTANCE OF 150 FEET AND 1/2 INCHES, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID ONE-STORY BRICK BUILDING; THENCE IN A NORTHWESTERLY DIRECTION TO THE SOUTHEAST CORNER OF THE ONE-STORY BRICK BUILDING LOCATED IN THE NORTHWEST CORNER OF SAID LOT 5; THENCE WEST ALONG THE SOUTH SIDE OF SAID LAST MENTIONED BUILDING AND CONTINUING IN A STRAIGHT LINE TO THE WESTERN LINE OF SAID LOT 5; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE EDGE OF LOT 5 TO THE NORTHWEST CORNER OF SAID LOT 5; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 5; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 303 FEET MORE OR LESS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 15:

THE SOUTH 1/2 OF THE VACATED EAST AND WEST 12 FOOT WIDE ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF SAID LOT 5 IN BLOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32,

25.24 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 124.00 FEET (MEASURED PERPENDICULARLY) SOUTHERLY FROM SAID NORTHERLY LINE OF LOT 14; THENCE EASTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 173.78 FEET TO A POINT 134.80 FEET WESTERLY OF THE WESTERLY LINE OF KINGSBURY STREET, AS MEASURED ALONG SAID PARALLEL LINE; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS WITH THE LAST DESCRIBED LINE, AS MEASURED COUNTERCLOCKWISE FROM NORTHEAST TO NORTHWEST, A DISTANCE OF 35.56 FEET TO AN INTERSECTION WITH A LINE DRAWN PARLLEL WITH AND 98.86 FEET (MEASURED PERPENDICULARLY) SOUTHERLY FROM THE AFOREMENTIONED NORTHERLY LINE OF LOT 14; THENCE WESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 146.44 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 19:

THAT PART OF LOTS 3 AND 4 IN BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A FOLIT ON THE NORTH LINE OF SAID LOT 3, 315 FEET WEST OF THE NORTHEAST CORNER THEREOF (BEING ALSO A DISTANCE OF 125 FEET EAST OF THE NORTHWEST CORNER THEREOF) THENCE DUE WEST ON THE NORTH LINE OF SAID LOTS 3 AND 4 A DISTANCE OF 354.33 FEET TO A POINT; THENCE SOUTH PARALLEL TO THE FAST LINE OF SAID LOT 4 A DISTANCE OF 378.82 FEET TO A POINT ON THE NORTHERLY LINE OF THE MILWAUK ROAD (CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD) RIGHT OF WAY; THENCE NORTH 61 DECKTES 05 MINUTES EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 261.99 FEET TO POINT ON THE EAST LINE OF SAID LOT 4; THENCE DUE NORTH ON THE EAST LINE OF SAID LOT 4 (BEING TIF WEST RIGHT OF WAY LINE OF THE SAID MILWAUKEE ROAD) A DISTANCE OF 5.71 EET TO A PINT ON A LINE THAT IS 5.0 FEET NORTHWESTERLY BY RIGHT ANGLE MEASURE, AND PARALLEL TO THE AFORE ALL COURSE BEARING NORTH 61 DEGREES 05 MINUTES EAST; THENCE NORTH 61 DEGREES 05 MINUTES EAST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID MILWAUKEE ROAD, A DISTANCE OF 61.97 FEFT TO A POINT; THENCE NORTH 62 DEGREES 17 MINUTES EAST ALONG THE NORTHERLY RIGHT OF WAY LINE OF LAID MILWAUKEE ROAD, A DISTANCE OF 59.22 FEET TO A POINT; THENCE NORTH 5 DEGREES 32 MINUTES LAST A DISTANCE OF 189.78 FEET TO THE POINT OF BEGINNING (EXCEPT THE NORTH 33 FEET TAKEN OR USED FOR CORTLAND STREET)

ALSO

THAT PART OF LOTS 3 AND 4 IN BLOCK 8 IN SHEFFIELDS ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MEDIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 3 THAT IS 315 FEET WEST OF THE NORTHEAST CORNER THEREOF (BEING ALSO 125 FEET EAST OF THE NORTHWEST CORNER THEREOF OF SAID LOT) THENCE DUE SOUTH IN A LINE PARLLEL TO THE EAST LINE OF SAID LOT 3, A D'STANCE OF 179.23 FEET TO A POINT ON THE NORTHERLY LINE OF THE MILWAUKEE ROAD (CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD) RIGHT OF WAY BEING THE POINT OF BEGINNING THENCE SOUTH CODEGREES 17 MINUTES WEST ON SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 79.93 FEET TO A POINT THENCE SOUTH 61 DEGREES 05 MINUTES WEST ON SAID NORTHERLY RIGHT OF LINE A DISTANCE OF 67.27 FEET TO A POINT ON THE LINE BETWEEN SAID LOTS 3 AND 4; THENCE DUE SOUTH ON SAID LOT LINE PRING THE WEST RIGHT OF WAY LINE OF SAID MILWAUKEE ROAD) 5.71 FEET TO A POINT ON A LINE 144 T IS 5 FEET SOUTHEASTERLY BY RIGHT ANGLE MEASURE, A PARALLEL TO THE AFORESAID COURSE, BLARING SOUTH 61 DEGREES 05 MINUTES WEST; THENCE SOUTH 61 DEGREES 05 MINUTES WEST, ALSO SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 261.99 FEET TO A POINT IN THE WEST LINE OF THE EAST 229.33 FEET (AS MEASURED ON THE NORTH LINE OF SAID LOT 4) SAID POINT BEING 378.82 FEET SOUTH OF THE NORTH LINE THEREOF; THENCE DUE SOUTH ALONG SAID LINE TO THE SOUTHERLY LINE OF LOT 4 BEING THE CENTER LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE NORTHEASTERLY ON THE SOUTHERN LINE OF SAID LOTS 3 AND 4 BEING ALSO THE CENTER LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER, TO A POINT ON SAID LINE THAT IS 315 FEET WEST OF AND PARLLEL TO THE EAST LINE OF SAID LOT 3; THENCE NORTH ON THE AFORESAID PARALLEL LINE TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THE MILWAUKEE ROAD RIGHT OF WAY)

ALSO

THAT PART OF LOT 5 AND THE WEST 111.67 FEET OF LOT 4 IN BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF CORTLAND STREET (FORMERLY CYBOURN

TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 1 TO 13, INCLUSIVE, IN BLOCK 2 IN J.F. LAWRENCE SUBDIVISION OF LOT 4 IN BLOCK 14 IN SHEFFIELDS ADDITION TO CHICAGO AND LYING EAST OF AND ADJOINING THE EXISTING DOCK OF THE NORTH BRANCH OF THE CHICAGO RIVER.

PARCEL 16:

LOT 5 IN BLOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF LOT 5 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 5 A DISTANCE OF 130 FEET AND 2 5/8 INCHES, MORE OR LESS, TO A POINT ON THE NORTH BOUNDARY LINE OF THE ONE-STORY BRICK BUILDING LOCATED ON THE SOUTHEAST CORNER OF SAID LOT 5; THENCE WEST ALONG THE NORTH SIDE OF SAID ONE-STORY BRICK BUILDING FOR A DISTANCE OF 150 FEET AND 1/2 INCHES, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID ONE-STORY BRICK BUILDING; THENCE IN A NORTHWESTERLY DIRECTION TO THE SOUTHEAST CORNER OF THE ONE-STORY BRICK BUILDING LOCATED IN THE NORTHWEST CORNER OF SAID LOT 5; THENCE WEST ALONG THE SOUTH SIDE OF SAID LAST MENTIONED BUILDING AND CONTINUING IN A STRAIGHT LINE TO THE WESTERN LINE OF SAID LOT 5; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE EDGE OF LOT 5 TO THE NORTHWEST CORNER OF SAID LOT 5; THENCE EAST ALONG THE NORTH LITE OF SAID LOT 5; THENCE EAST ALONG THE NORTH LITE OF SAID LOT 5, A DISTANCE OF 303 FEET MORE OR LESS TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PARCEL 17:

A PARCEL OF LAND COMPRISED OF PARTS OF LOTS 12, 13 AND 14 IN BLOCK 1 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL LEGIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF LOT 14 WITH THE PRESENT EAST DOCK LINE OF THE NORTH BRANCHE OF THE CAICAGO RIVER, AS SAID DOCK LINE WAS ESTABLISHED BY ORDINANCE PASSED APRIL 4, 192 AND RECORDED AS DOCUMENT 4996931; THENCE EASTERLY ALONG SAID NORTHERLY LINE OF LOT 14 A DISTANCE OF 172.88 FLFT TO A POINT 100.00 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID LOT, AS MEASURED ALONG STATE NORTHERLY LINE; THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO SAID NORTHERLY LINE OF LOT 14 P DISTANCE OF 100.00 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH SAID NORTHERLY LIVE A DISTANCE OF 120.37 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF AFOREMENTION LOT 13; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE, AND ALONG THE NORTHEASTERLY LINE OF AFOREMENTIONED LOT 12 (SAID NORTHEASTERLY LINES BEING ALSO THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET) A DISTANCE OF 24.48 FEET TO A POINT ON A LINE DRAWN PARALLEL WITH AND 124.00 FEET (MEASURED PERPENDICULARLY SOUTHERLY FROM THE NORTHERLY LINE OF LOT 14 AFCRESAID; THENCE WESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 134.80 FEET TO A POINT; THENCE IN RTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135 DEGREES 00 MINUTES 00 SECONDS WITH THE LAST DESCRIBED LINE, AS MEASURED COUNTERCLOCKWISE FROM NORTHEAST TO NORTHWEST, A DISTANCE OF 35.50 FEET TO A POINT ON A LINE DRAWN PARALLEL WITH AND 98.86 FEET (MEASURED PERPENDICULARLY) SCUTHERLY FROM SAID NORTHERLY LINE OF LOT 14; THENCE WESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 146.44 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED EAST DOCK LINE OF THE CHICAGO RIVER; THENCE NORTHERLY ALONG SAID EAST DOCK LINE A DISTANCE OF 99.23 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 18:

A PARCEL OF LAND COMPRISED OF PARTS OF LOTS 12 AND 13 IN BLOCK 1 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 8 IN SHEFFIELDS ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF LOT 14 IN BLOCK 1 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO WITH THE PRESENT EAST DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER, AS SAID DOCK LINE WAS ESTABLISHED BY ORDINANCE PASSED APRIL 4, 1912 AND RECORDED AS DOCUMENT 4996931; THENCE SOUTHERLY ALONG SAID EAST DOCK LINE A DISTANCE OF 99.23 FEET TO A POINT WHICH IS 98.86 FEET (MEASURED PERPENDICULARLY) SOUTHERLY FROM SAID NORTHERLY LINE OF LOT 14, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG SAID EAST DOCK LINE, AND ALONG THE SOUTHWART EXTENSION THEREOF, A DISTANCE OF

· AVENUE) AND NORTH OF THE RIGHT OF WAY AND RAILROAD LANDS OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY; ALL IN COOK COUNTY, ILLINOIS.

PARCEL 20:

THAT PART OF LOT 3 IN BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO, A SUBDIVISION IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF A LINE 20 FEET SOUTHERLY OF, AS MEASURED ALONG THE RADIAL LINES, AND PARALLEL WITH THE CENTER LINE OF THE CURVED MAIN TRACK OF THE SOO LINE RAILROAD, (EXCEPTING THEREFROM THAT PART OF SAID LOT 3 LYING WEST OF THE FOLLOWING DESCRIBED DIAGONAL LINE: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT, BEING IN THE CENTER LINE OF CORTLAND STREET, THENCE DUE EAST ON THE NORTH LINE OF SAID LOT, 125 FEET TO THE POINT OF BEGINNING OF SAID DIAGONAL LINE; THENCE SOUTH 5 DEGREES 32 MINUTES WEST TO THE SOUTHERLY LINE OF SAID LOT 3) (ALSO EXCEPT THEREFROM THAT PORTION FALLING WITHIN THE FOLLOWING DESCRIBED LAND:

A PARCEL OF LAND COMPRISED OF PARTS OF LOT 5 THRU 11 INCLUSIVE IN BLOCK 2 IN THE SUBDIVISION OF LOT 1 AND 2 IN PLOCK 8 OF SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, KAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PART OF LOT 3 IN BLOCK 8 IN SAID SHEFFIELD'S AUDITION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHINGT CORNER OF LOT 11 IN BLOCK 2; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID OT AND ALONG THE NORTHEASTERLY LINE OF LOTS 10 AND 9 IN SAID BLOCK 2 (SAID NORTHEASTERLY LINE ALSO BEING THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET) A DISTANCE OF 217.66 FEET TO THE POINT OF BEGINNING THENCE CONTINUING ALONG THE NORTHEASTERLY LINE OF LOTS 9, 8, 7, 6 AND 5 A PISTANCE OF 173.23 FEET; THENCE NORTHWESTERLY AND WESTERLY ALONG A CURVED LINE CONVEX NORTHEASTELLY AND HAVING A RADIUS OF 663.00 FEET, A DISTANCE OF 392.34 FEET TO A POINT ON THE WEST LINE OF AFOREMENTIONED LOT 11 WHICH IS 143.35 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT, AS MEASURED ALONG SAID WEST LINE; THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 24.65 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 11, AND ALONG SAID NORTHWESTERLY LINE EXTENDED SOUTHWESTERLY, A DISTANCE OF 131 FEET, MORE OR LESS, TO THE EDGE OF WATER OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE NORTHWESTERLY AND WESTERLY ALONG SAID EDGE OF WATER PASSING INTO LOT 3 AFORESAID, TO AN INTERSECTION WITH A LINE IRPWN SOUTH, PERPENDICULAR TO THE SOUTH LINE OF WEST CORTLAND STREET, FROM A POINT 185.00 FEET WEST OF THE AFOREMENTIONED NORTHWEST CORNER OF SAID LOT 11, AS MEASURED ALONG SAID SOUTH LINE; THE CE NORTH ALONG SAID PERPENDICULAR LINE A DISTANCE OF 56 FEET, MORE OR LESS, TO A POINT 147.01 FETT SOUTH FROM SAID SOUTH LINE OF COURTLAND STREET; THENCE EASTERLY ALONG A CURVED LINE CONVEX NORTHERLY AND HAVING A RADIUS OF 676.33 FEET, A DISTANCE OF 186.09 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3 (BEING ALSO THE AFOREMENTIONED WEST LINE OF LOT 11) WHICH POINT IS 133.34 FELT SOUTH FROM THE NORTHWEST CORNER OF SAID LOT 11, AS MEASURED ALONG SAID WEST LINE; THENCE EASTERLY AND SOUTHEASTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 6 3.00 FEET, A DISTANCE OF 220.04 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 37.96 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

PARCEL 21:

A TRACT OF LAND COMPRISING PARTS OF LOTS OF 5 TO 11 (BOTH INCLUSIVE), IN BLOCK 2 IN SUBDIVISION OF LOTS 1 AND 2 OF BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, AND ALSO COMPRISING PARTS OF LOTS 3, 4 AND 5 IN BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH TRACT IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF COURTLAND AVENUE (AS OCCUPIED) AND THE SOUTHWESTERLY LINE OF KINGSBURY STREET (AS OCCUPIED); THENCE SOUTHEASTERLY, ALONG THE SOUTHWESTERLY LINE OF SAID KINGSBURY STREET, A DISTANCE OF 248.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 142.96 FEET TO A POINT OF INTERSECTION WITH AN ARC OF A CIRCLE; THENCE NORTHWESTERLY, ALONG THE ARC OF A CIRCLE (WHICH ARC IS CONVEX NORTHERLY AND HAS A RADIUS OF 663.0 FEET), AN ARC DISTANCE OF 393.18 FEET, TO A POINT ON THE WEST LINE OF SAID LOT 11; THENCE SOUTHERLY, ALONG SAID WEST LINE OF SAID LOT 11, A DISTANCE OF 2.99 FEET TO A POINT OF INTERSECTION WITH AN ARC OF A

· CIRCLE; THENCE SOUTHWESTERLY, ALONG THE ARC OF A CIRCLE (WHICH ARC IS CONVEX SOUTHEASTERLY, HAS A RADIUS OF 663.0 FEET, AND IS 20 FEET SOUTHERLY OF AND PARALLEL TO THE CENTERLINE OF THE MAIN RAILROAD TRACK), AN ARC DISTANCE OF 375.54 FEET, TO A POINT OF TANGENCY WITH THE NEXT DESCRIBED COURSE; THENCE SOUTH 61 DEGREES 03 MINUTES WEST, ALONG THE SOUTHEASTERLY LINE OF RAILROAD PROPERTY, AS PER DOCUMENT NUMBER 2922193 (AS RECORDED WITH THE COUNTY RECORDER FOR COOK COUNTY, ILLINOIS), A DISTANCE OF 404.62 FEET; THENCE SOUTH 19 DEGREES 03 MINUTES 20 SECONDS WEST, A DISTANCE OF 40.92 FEET; THENCE NORTH 86 DEGREES 19 MINUTES 40 SECONDS WEST, A DISTANCE OF 62.47 FEET; THENCE NORTH 51 DEGREES 10 MINUTES 30 SECONDS WEST, A DISTANCE OF 139.25 FEET; THENCE NORTH 26 DEGREES 00 MINUTES WEST, A DISTANCE OF 36.64 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES EAST ALONG THE NORTHERLY LINE OF RAILROAD PROPERTY, AS PER SAID DOCUMENT NUMBER 2922193, A DISTANCE OF 107.0 FEET; THENCE SOUTH 80 DEGREES 16 MINUTES EAST, ALONG THE NORTHERLY LINE OF RAILROAD PROPERTY, AS PER SAID DOCUMENT NUMBER 2922193, A DISTANCE OF 61.0 FEET; THENCE NORTH 61 DEGREES 03 MINUTES EAST ALONG THE NORTHWESTERLY LINE OF RAILROAD PROPERTY, AS PER SAID DOCUMENT NUMBER 2922193, A DISTANCE OF 360.79 FEET TO A POINT ON THE EAST LINE OF SAID LOT 4; THENCE NORTH 00 DEGREES 01 MINUTES EAST, ALONG THE EAST LINE OF SAID LOT 4. A DISTANCE OF 5.72 FEET; THENCE NORTH 61 DEGREES 03 MINUTES EAST, ALONG THE NORTHWESTERLY LINE OF RAILROAD PROPERTY, AS PER DOCUMENT NUMBER 151099 (AS RECORDED WITH THE COUNTY RECORDER FOR COOK COUNTY, ILLINOIS), A DISTANCE OF 59.80 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A CIRCLE, (WHICH ARC IS CONVEX NORTHWESTERLY AND HAS A RADIUS OF 713.0 FEET), AN ACC DISTANCE OF 60.38 FEET; THENCE NORTH 05 DEGREES 38 MINUTES 30 SECONDS EAST, A DISTANCE OF 57.63; THENCE SOUTH 89 DEGREES 59 MINUTES EAST, A DISTANCE OF 326.0 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3; THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 9.50 FEET TO A POINT OF INTERSECTION WITH AN ARC OF A CIRCLE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE (WHICH ARC IS CONCAVE SOUTHWESTERLY AND HAS A RADIUS OF 697.0 FEET), AN ARC DISTANCE OF 272.63 FEET TO THE POINT OF BEGINNING, (EXCEPT THEREFROM THAT PORTION FALLING WITHIN THE FOLLOWING DESCRIBED LAND: A PARCEL OF LAND COMPRISED OF PARTS OF LOT 5 THRU 11 INCLUSIVE IN BLOCK 2 IN THE SUBDIVISION OF LOT 1 AND 2 IN BLOCK 8 OF SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PART OF LOT 3 IN BLOCK 8 IN SAID SHEFFIELD'S ADDITION, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 11 IN LICCK 2; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT AND ALONG THE NORTHLASTERLY LINE OF LOTS 10 AND 9 IN SAID BLOCK 2 (SAID NORTHEASTERLY LINE ALSO BEING THE SOUTHWISTERLY LINE OF NORTH KINGSBURY STREET) A DISTANCE OF 217.66 FEET TO THE POINT OF BEGINNING THENCY CONTINUING ALONG THE NORTHEASTERLY LINE OF LOTS 9, 8, 7, 6 AND 5 A DISTANCE OF 173.23 FEET; THENCE NORTHWESTERLY AND WESTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 663.00 FEET, A DISTANCE OF 392.34 FEET TO A POINT ON THE WEST LINE OF AFOREMENTIONED LOT 11 WHICH IS 143.35 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT, AS MEASURED ALONG SAID WEST LINE; THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 24.65 FEET TO AN ANGLE POINT IN SAID TINE; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 11, AND ALONG SAID NORTHWESTERLY LINE EXTENDED SOUTHWESTERLY, A DISTANCE OF 131 FEET, MORE OR LESS, TO THE EDGE OF WATER OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE NORTHWESTERLY AND WESTERLY ALONG SAID EDGE OF WATER PASSING INTO LOT 3 AFORESAID, TO AN INTERSECTION WITH A LINE DRAWN SOUTH, PERPENDICULAR TO THE SOUTH LINE OF WEST CORTLAND STREET, FROM A POINT 185.00 FEET WEST OF THE AFOREMENTIONEL CORTHWEST CORNER OF SAID LOT 11, AS MEASURED ALONG SAID SOUTH LINE; THENCE NORTH ALONG SAID PERPENDICULAR LINE A DISTANCE OF 56 FEET, MORE OR LESS, TO A POINT 147.01 FEET SOUTH FROM SAID SOUTH LINE OF COURTLAND STREET; THENCE EASTERLY ALONG A CURVED LINE CONVEX NORTHERLY AND HAVING A RADIUS OF 676.33 FEET, A DISTANCE OF 186.09 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3 (BEING ALSO THE AFOREMENTIONED WEST LINE OF LOT 11) WHICH POINT IS 133.34 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID LOT 11, AS MEASURED ALONG SAID WEST LINE; THENCE EASTERLY AND SOUTHEASTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 673.00 FEET, A DISTANCE OF 220.04 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 37.96 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS,

PARCEL 22:

ALL THAT PART OF NORTH SOUTHPORT AVENUE LYING EAST OF THE EAST LINE OF LOTS 1 TO 4, BOTH INCLUSIVE, IN BLOCK 5 IN W.F. DOMINICK'S SUBDIVISION OF LOTS 1, 2 AND 3 IN BLOCK 14 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD

PRINCIPAL MERIDIAN; LYING EAST OF THE EAST LINE OF LOT 1 IN BLOCK 1 IN J.F. LAWRENCE'S SUBDIVISION OF LOT 4 IN BLOCK 14 IN SHEFFEILD'S ADDITION AFOREMENTIONED: LYING EAST OF THE EAST LINE OF LOT 1 IN BLOCK 2 IN J.F. LAWRENCE'S SUBDIVISION AFOREMENTIONED; LYING EAST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 4 IN BLOCK 5 IN W.F. DOMINICK'S SUBDIVISION AFOREMENTIONED TO THE NORTHEAST CORNER OF LOT 1 IN BLOCK 1 IN J.F. LAWRENCE'S SUBDIVISION AFOREMENTIONED; LYING EAST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 1 IN BLOCK 1 TO THE NORTHEAST CORNER OF LOT 1 IN BLOCK 2 IN J.F. LAWRENCE'S SUBDIVISION AFOREMENTIONED; LYING EAST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 1 IN BLOCK 1 IN J.F. LAWRENCES SUBDIVISION AFOREMENTIONED TO THE NORTHEAST CORNER OF LOT 5 IN BLOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO AFOREMENTIONED; LYING EAST OF THE EAST LINE OF LOT 5 IN BLOCK 14 IN SHEFFIELDS ADDITION TO CHICAGO AFOREMENTIONED; LYING WEST OF THE WEST LINE OF LOTS 43, 44, 45, 48, 49 AND THE WEST LINE OF LOTS 51 TO 63, BOTH INCLUSIVE; LYING WEST OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 61 TO THE NORTHWEST CORNER OF LOT 60; LYING WEST OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 45 TO THE NORTHWEST CORNER OF LOT 44 (SAID LINE BEING THE WEST LINE OF WEST CROOKED STREET VACATED BY ORDINANCE PASSED JUNE 10, 1960 RECORDED AUGUST 22, 1960 AS DOCUMENT 17943252) ALL IN BLOCK 1 IN SUBDIVISION OF BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32; LYING NORTH OF A LINE DRAWN ROM THE SOUTHEAST CORNER OF LOT 5 IN BUOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO AFOREMENTIONED TO THE SOUTHWEST CORNER OF LOT 43 IN BLOCK 1 IN SUBDIVISION OF BLOCK 13 AFOREMENTIONED; AND LYING SOUTH OF THE EASTWARDLY EXTLINSION OF THE NORTH LINE OF LOT 1 IN BLOCK 5 IN W.F. DOMINICK'S SUBDIVISION AFOREMENTIONED;

ALSO

ALL THAT PART OF WEST ARMITAGE AVENUE LYING SOUTH OF THE SOUTH LINE OF LOTS 1 TO 15, BOTH INCLUSIVE, IN BLOCK 1; LYING NORTH OF THE NORTH LINE OF LOTS 1 TO 13, BOTH INCLUSIVE, IN BLOCK 2; LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 1 IN BLOCK 1 TO THE NORTHEAST CORNER OF LOT 1 IN BLOCK 2; AND LYING EASTERLY OF A LINE DRAWN FROM A POINT ON THE SOUTH LINE OF LOT 15 IN BLOCK 1 WHICH IS 346 58 FEET WEST OF THE WEST LINE OF NORTH SOUTHPORT AVENUE, AS MEASURED ON THE NORTH LINE OF VACATED WEST ARMITAGE AVENUE, TO A POINT ON THE SOUTHPORT AVENUE AS MEASURED ON THE SOUTH LINE OF VACATED WEST ARMITAGE AVENUE, (EXCEPTING THEREFROM THAT PORTION OF SAID WEST ARMITAGE AVENUE LYING WEST OF A LINE DRAWN FROM A POINT ON THE SOUTH LINE OF SAID LOT 15 WHICH IS 334.69 FEET WEST OF THE WEST LINE OF NORTH SOUTHPORT AVENE, TO A POINT ON THE NORTH LINE OF SAID LOT 13 WHICH IS 334.69 FEET WEST OF THE WEST LINE OF NORTH

PARCEL 23:

THAT PART OF LOTS 14 TO 23, INCLUSIVE, LYING SOUTHWESTERLY OF A LINE DRIWN PARALLEL WITH AND 215.82 FEET SOUTHWESTERLY FROM (MEASURED PERPENDICULARLY) WITH THE PRESENT WESTERLY RIGHT OF WAY LINE OF NORTH CLAYBOURN AVENUE, ALL IN BLOCK 4 IN THE SUBDIVISION OF LICCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 SAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 24:

THAT PORTION OF VACATED KINGSBURY STREET LYING WESTERLY AND ADJOINING LOTS 18 TO 23 IN BLOCK 4 IN THE SUBDIVISION OF BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

14 32 - 128 022 - 026

14 - 32 - 138 007 - 011, 015, 016 - 023, 025 027

14 - 32 - 131 - 001 - 006, 008, 009, 011

14 - 32 - 303 - 601, 002, 009

14 - 32 - 132 - 001, 003, 012 - 6001

14 - 32 - 135 - 013, 014, 2018

14 - 32 - 135 - 013, 014, 2018

150 - 001, 002, 003, 004

16 - 32 - 138 - 005 + 006

17 - 32 - 138 - 005 + 006

18 - 001, 002, 003, 004

18 - 32 - 138 - 005 + 006

18 - 001, 002, 003, 004