



RECORDATION REQUESTED BY:

Fifth Third Bank (Chicago)
Attention: Kathy Lange-Ellis
1500 North Main Street
MD 24721
Wheaton, Illinois 60187

Doc#: 0421134032
Eugene "Gene" Moore Fee: \$76.00
Cook County Recorder of Deeds
Date: 07/29/2004 10:16 AM Pg: 1 of 27

WHEN RECORDED MAIL TO:

Crowley Barrett & Karaba, Ltd.
20 S. Clark Street, Suite 2310
Chicago, IL 60603
Attention: Gregory M. White



Doc#: 0431544007
Eugene "Gene" Moore Fee: \$96.00
Cook County Recorder of Deeds
Date: 11/10/2004 08:16 AM Pg: 1 of 37

SEND TAX NOTICES TO:

Highway Steel, Inc.
Attention: Richard Gollner
211 E. Main Street
Chicago Heights, Illinois 60411

This Instrument prepared by:

Crowley Barrett & Karaba, Ltd.
20 S. Clark Street, Suite 2310
Chicago, IL 60603
Attention: Gregory M. White

203-7380

* This document being RE-RECORDED to correct legal + TAX nos.
MORTGAGE

THIS MORTGAGE is dated April 30, 2004, between HIGHWAY STEEL, INC., an Illinois corporation ("Grantor") and FIFTH THIRD BANK (CHICAGO), a Michigan banking corporation ("Lender").

SECTION 1: GRANT OF MORTGAGE

1.1 Grant of Mortgage. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender, all of Grantor's right, title, and interest in and to the real property commonly known as 211 E. Main Street, Chicago Heights, Cook County, Illinois 60411 and legally described on the attached Exhibit A, together with all Improvements; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas,

Box 64

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geothermal and similar matters (collectively, the "Real Property"). The Real Property tax identification number is shown on the attached Exhibit A.

1.2 Leases and Rents. Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

1.3 SCOPE. THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE PERSONAL PROPERTY AND RENTS, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS UNDER THIS MORTGAGE, THE EQUIPMENT AND FACILITY LOAN AGREEMENT, THE BUSINESS LOAN AGREEMENT, THE REIMBURSEMENT AGREEMENT AND THE RELATED DOCUMENTS. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE TERMS SET FORTH HEREIN.

1.4 Construction Mortgage. To the fullest extent possible, this Mortgage shall be deemed a "construction mortgage" for the purposes of, among other things, Article 9 of the Illinois Uniform Commercial Code, 810 ILCS 5/9-101 et seq.

SECTIONS 2: GRANTOR'S AGREEMENTS AND COVENANTS

2.1 Payment and Performance. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

2.2 Possession and Maintenance of the Property. Grantor agrees that the following provisions shall govern Grantor's possession and use of the Property:

(a) Possession and Use. Until the occurrence of an Event of Default, Grantor may: (i) remain in possession and control of the Property; and (ii) use, operate or manage the Property. To the extent that Grantor has executed an Assignment of Rents in favor of Lender, Grantor's rights to collect any Rents from the Property shall be governed by said Assignment of Rents.

(b) Duty to Maintain. Grantor shall maintain, and cause its lessees to maintain, the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

(c) Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the

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Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (i) to Grantor's knowledge during the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any Person on, under, or about the Property; (ii) to Grantor's knowledge there has not been (A) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any Person on or under the Property or (B) any actual pending or claims of any kind by any Person relating to such matters, and (iii) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Property except in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Upon prior written notice to Borrower, Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The words "knowledge of Grantor" in this subsection and similar words shall mean the actual knowledge of Richard Gollner, Frank Coral and/or Bradley Coral. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste. Grantor hereby (x) releases and waives any present and future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (y) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

(d) Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

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(e) **Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

(f) **Lender's Right to Enter.** Upon reasonable prior notice to Grantor, Lender and its agents and representatives may enter upon the Real Property at all reasonable times to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

(g) **Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

(h) **Duty to Protect.** Grantor agrees neither to abandon nor leave the Property unattended. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are necessary to protect and preserve the Property.

2.3 Taxes and Liens. Grantor agrees to comply with the following provisions regarding taxes and liens:

(a) **Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay, and cause any lessee to pay (as appropriate), when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens, except for the lien of taxes and assessments not due, and except as otherwise provided in the following subsection (b).

(b) **Right To Contest.** Grantor will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim (collectively the "Charges") so long as: (A) the legality of the same shall be promptly contested in good faith by appropriate proceedings; (B) Grantor shall have deposited with Lender cash, a sufficient corporate surety bond or other security satisfactory in form and substance to Lender in an amount adequate to provide for the release of such Charge plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Property; (C) such contest operates to suspend collection of the Charge; and (D) none of the Property is subject to forfeiture or loss of any security interest (or the priority thereof) by reason of the institution or prosecution of such contest as determined by Lender in its reasonable discretion. Grantor, upon demand of Lender, will furnish to Lender evidence of payment of the indebtedness

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and obligations, including any assessments, taxes, charges, levies, liens and claims and will authorize the appropriate obligor or governmental official to deliver to Lender at any time a written statement of any indebtedness and obligations including any Charges. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

(c) **Evidence of Payment.** Grantor shall upon written demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

(d) **Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work, which shall cost in excess of Five Hundred Thousand and no/100 Dollars (\$500,000.00), is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurance satisfactory to Lender that Grantor can and will pay the cost of such work, services, or materials.

2.4 Property Damage Insurance and Proceeds. Grantor agrees to comply with the provisions of the Equipment and Facility Loan Agreement relating to insurance and casualty proceeds.

2.5 Tax and Insurance Reserves. Grantor agrees to establish reserve accounts as provided for in the Equipment and Facility Loan Agreement.

2.6 Expenditures by Lender. If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any reasonable action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the Default Rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this section shall be in addition to any other rights or any remedies to which Lender may be entitled on account of an Event of Default. Any such action by Lender shall not be construed as curing the Event of Default so as to bar Lender from any remedy that it otherwise would have had.

2.7 Warranty; Defense of Title; Compliance. Grantor makes the following warranties and agreements regarding title to the Property and compliance with applicable laws:

(a) **Title.** Grantor warrants that: (i) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens, security interests and encumbrances

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other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (ii) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

(b) **Defense of Title.** Subject to the exception in subsection (a) above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all Persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice (and at Grantor's expense), and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

(c) **Compliance With Laws.** Grantor represents and warrants that Grantor has not received written notice from a governmental authority that the Property or Grantor's use of the Property violates any existing laws, ordinances, and regulations of governmental authorities to the extent not cured.

2.8 Condemnation. Grantor agrees to comply with the provisions of the Equipment and Facility Loan Agreement regarding condemnation of the Property.

2.9 Imposition of Taxes, Fees and Charges by Governmental Authorities. Grantor agrees to comply with the following provisions regarding governmental taxes, fees and charges:

(a) **Current Taxes, Fees and Charges.** Upon written request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is reasonably requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

(b) **Taxes.** The following shall constitute taxes to which this section applies: (i) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (ii) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (iii) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (iv) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

(c) **Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (i) pays the tax before it becomes delinquent, or (ii) contests the

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tax as provided in Section 2.3(b) and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECTION 3: SECURITY AGREEMENT

3.1 Security Agreement. This Mortgage shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

3.2 Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon an Event of Default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Lender and make it available to Lender within three (3) days after notice from Lender.

3.3 Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are in Section 7.2(1) of this Mortgage.

SECTION 4: FURTHER ASSURANCES; ATTORNEY-IN-FACT

4.1 Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender, or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, control agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the reasonable opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this Section.

4.2 Attorney-in-Fact. If Grantor fails to do any of the things referred to in Section 4.1, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's opinion, to accomplish the matters referred to in Section 4.1.

SECTION 5: DUE ON SALE; FULL PERFORMANCE

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5.1 Due on Sale - Consent by Lender. Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change of at least twenty-five percent (25%) in ownership of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, Lender shall not exercise this option if such exercise is prohibited by federal law or by Illinois law.

5.2 Full Performance. If Grantor pays all the Indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Reals and the Personal Property.

SECTION 6: EVENTS OF DEFAULT; REMEDIES

6.1 Events of Default. A default in the performance of any obligation hereunder or any Event of Default under the Equipment and Facility Loan Agreement, the Business Loan Agreement, or the Reimbursement Agreement, shall constitute an Event of Default hereunder. If any failure, other than a failure to pay money or a failure to provide Lender with insurance as provided in Section 3.1(e) of the Equipment and Facility Loan Agreement or in any other agreement with the Lender, is curable and if Borrower, Guarantor or Grantor, as the case may be, has not been given a notice of a similar breach within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Borrower, Guarantor or Grantor, as the case may be, after receiving written notice from Lender demanding cure of such failure: (i) cures the failure within fifteen (15) days; or (ii) if the cure requires more than fifteen (15) days but not more than thirty (30) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all necessary steps sufficient to produce compliance as soon as reasonably practical prior to the expiration of said thirty (30) day period. This cure right shall not apply to any of the foregoing acts or events to the extent that Borrower, Guarantor or Grantor, as applicable, has already been afforded a cure right under another agreement with Lender.

6.2 Rights and Remedies. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law or equity:

- (a) **Accelerate Indebtedness.** Lender shall have the right without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment fee which Grantor would be required to pay.

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(b) **UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

(c) **Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If Lender collects the Rents, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subsection either in person, by agent, or through a receiver.

(d) **Mortgagee in Possession or Receiver.** Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed without the requirement of the posting of any bond, to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

(e) **Sale of Property and Judicial Foreclosure.** Lender shall be permitted to: (i) immediately judicially foreclose this Mortgage; or (ii) if allowed under Illinois law at the time of such Event of Default, immediately sell the any part of the Property either in whole or in separate parcels, as prescribed by Illinois law, under power of sale, which power is hereby granted to Lender to the full extent permitted by Illinois law, and thereupon, to make and execute to any purchaser(s) thereof deeds of conveyance pursuant to applicable law.

(f) **Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Mortgage.

(g) **Other Rights and Remedies.** Lender shall have all other rights and remedies provided in this Mortgage, the Equipment and Facility Loan Agreement, or the Note or available at law or in equity.

6.3 Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

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6.4 Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

6.5 Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare an Event of Default and exercise its remedies under this Mortgage.

6.6 Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Default Rate under the Note. Expenses covered by this Section include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance. Grantor also will pay any court costs, in addition to all other sums provided by law.

6.7 Limitation By Law. Notwithstanding anything to the contrary contained in this Mortgage, all rights, remedies and powers provided in this Mortgage may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Mortgage are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Mortgage invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

SECTION 7: DEFINITIONS; MISCELLANEOUS PROVISIONS.

7.1 Definitions. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Illinois Uniform Commercial Code (810 ILCS 1/1 et seq. as amended from time to time, the "Uniform Commercial Code"). All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Borrower. The word "Borrower" means Grantor, RMI, INC., an Illinois corporation, CHS ACQUISITION CORP., an Illinois corporation and MISSOURI ROLLING MILLS, INC., an Illinois corporation, and their successors and permitted assigns.

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Business Loan Agreement. The words "Business Loan Agreement" mean that certain Business Loan Agreement dated as of November 1, 2003 between the Borrower and Lender, as amended and supplemented.

CERCLA. The word "CERCLA" has the meaning set forth in Section 2.2(c).

Equipment and Facility Loan Agreement. The words "Equipment and Facility Loan Agreement" mean that certain Equipment and Facility Loan Agreement dated as of even date herewith between Borrower and Lender, as it may be amended from time to time.

Event of Default. The word "Event of Default" has the meaning set forth in Section 6.1.

Fifth Third Ohio. The words "Fifth Third Ohio" mean Fifth Third Bank, an Ohio banking corporation.

Grantor. The word "Grantor" means HIGHWAY STEEL, INC., an Illinois corporation, its successors and permitted assigns. The Grantor is the mortgagor under this Mortgage.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property, including the Equipment (as defined in the Equipment and Facility Loan Agreement) and the Facility (as defined in the Equipment and Facility Loan Agreement).

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note, amounts payable under the Equipment and Facility Loan Agreement, the Business Loan Agreement or the Reimbursement Agreement and any amounts expended or advanced by Lender or Fifth Third Ohio to discharge obligations of Grantor or expenses incurred by Lender or Fifth Third Ohio to enforce obligations of Grantor under this Mortgage, the Business Loan Agreement, the Reimbursement Agreement or under the Equipment and Facility Loan Agreement together with interest on such amounts as provided in this Mortgage. In addition to the Note and the Reimbursement Agreement, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, Fifth Third Ohio, or any one or more of them, as well as all claims by Lender or Fifth Third Ohio against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable, as well as all claims by Lender or Fifth Third Ohio against Borrower, or any one or more of them relating to or arising from the transactions contemplated by this Equipment and Facility Loan Agreement, the Reimbursement Agreement or the Business Loan Agreement and any and all Rate Management Obligations. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender or Fifth Third

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Ohio in their discretion may loan to Grantor, together with all interest thereon; however, in no event shall such future advances (excluding interest) exceed in the aggregate THIRTY MILLION AND NO/100 DOLLARS (\$30,000,000.00). **At no time shall the principal amount of the Indebtedness secured by this Mortgage, not including sums advanced to protect the security of this Mortgage, exceed the Maximum Amount Secured.**

Lender. The word "Lender" means FIFTH THIRD BANK (CHICAGO), a Michigan banking corporation, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Maximum Amount Secured. The words "Maximum Amount Secured" mean the amount of THIRTY MILLION AND NO/100 DOLLARS (\$30,000,000.00).

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means that certain Promissory Note executed by Borrower to Lender dated as of even date herewith in the principal amount of ELEVEN MILLION AND NO/100 DOLLARS (\$11,000,000.00), together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for such promissory note. **The Note has a maturity date of March 1, 2012.**

Person. The word "Person" means an individual or a corporation, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, limited liability company, government (or any instrumentality, division, agency, body or political subdivision thereof) or other entity of any kind.

Personal Property. The words "Personal Property" mean all equipment, fixtures constituting personal property and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property, the Equipment (as defined in the Equipment and Facility Loan Agreement) and the Facility (as defined in the Equipment and Facility Loan Agreement).

Rate Management Agreements. The words "Rate Management Agreements" mean any agreement, device or arrangement providing for payments which are related to fluctuations of interest rates, exchange rates, forward rates, or equity prices, including, but not limited to, dollar-denominated or cross-currency interest rate exchange agreements, forward currency exchange agreements, interest rate cap or collar protection agreements, forward rate currency or interest rate options, puts and warrants, and any agreement pertaining to equity derivative transactions (e.g., equity or equity index swaps, options, caps, floors, collars and

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forwards), including without limitation any ISDA Master Agreement between any Borrower and the Lender or any affiliate of Fifth Third Bancorp, and any schedules, confirmations and documents and other confirming evidence between the parties confirming transactions thereunder, all whether now existing or hereafter arising, and in each case as amended, modified or supplemented from time to time.

Rate Management Obligations. The words "Rate Management Obligations" mean any and all obligations of any Borrower to the Lender or any affiliate of Fifth Third Bancorp, whether absolute, contingent or otherwise and howsoever and whensoever (whether now or hereafter) created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under or in connection with (i) any and all Rate Management Agreements, and (ii) any and all cancellations, buy-backs, reversals, terminations or assignments of any Rate Management Agreement.

Real Property. The words "Real Property" have the meaning set forth in Section 1.1.

Reimbursement Agreement. The words "Reimbursement Agreement" mean that certain Reimbursement Agreement dated as of November 1, 2003, between the Borrower and the Fifth Third Ohio, as amended and supplemented.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, financing statements, collateral assignments and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with (i) the Indebtedness, including, without limitation, the Equipment and Facility Documents (as defined in the Equipment and Facility Loan Agreement), or (ii) the Business Loan Agreement, the Reimbursement Agreement or the Rate Management Agreements.

Rents. The word "Rents" means all rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property, whether due now or later.

SARA. The word "SARA" has the meaning set forth in Section 2.2(c).

7.2 Miscellaneous Provisions.

(a) **Entire Agreement; Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of, or amendment to, this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law.** This Mortgage and all acts, agreements, certificates, assignments, transfers and transactions hereunder, and all rights of the parties hereto, shall be governed as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws and decisions of the State of Illinois,

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including, but not limited to, laws regulating interest, loan charges, commitment fees and brokerage commissions (without regard to conflicts of law principles). It is acknowledged and agreed by Grantor and Lender that the loan transaction evidenced hereby, bears a reasonable relationship to the State of Illinois.

- (c) **Consent to Jurisdiction.** To induce Lender to accept this Mortgage, Grantor irrevocably agrees that, subject to Lender's sole and absolute election, **ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LITIGATED IN COURTS HAVING SITUS IN COOK COUNTY, ILLINOIS. GRANTOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN COOK COUNTY, ILLINOIS.**
- (d) **Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.
- (e) **Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.
- (f) **Multiple Parties; Corporate Authority.** All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage. To the extent that Grantor is a corporation, partnership or limited liability company, it hereby represents and warrants to Lender that the execution of this Mortgage has been authorized by all necessary corporate, partnership or limited liability company action, as the case may be.
- (g) **Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any Person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other Persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.
- (h) **Successors and Assigns.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest in the Real Property or a change in ownership of Grantor, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance, extension or any other modification without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.
- (i) **Survival.** All warranties, representations, and covenants made by Grantor in this

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Mortgage or in any certificate or other instrument delivered by Grantor to Lender under this Mortgage shall be considered to have been relied upon by Lender and will survive the making of the loan secured hereby and delivery to Lender of the Related Documents, regardless of any investigation made by Lender or on Lender's behalf.

(j) Time Is of the Essence. Time is of the essence in the performance of this Mortgage.

(k) Agency. Nothing in this Mortgage shall be construed to constitute the creation of a partnership or joint venture between Lender and Grantor or any contractor. Lender is not an agent or representative of Grantor. This Mortgage does not create a contractual relationship with and shall not be construed to benefit or bind Lender in any way with or create any contractual duties by Lender to any contractor, subcontractor, materialman, laborer, or any other Person.

(l) Notices. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by another, or whenever any of the parties desires to give or serve upon another any communication with respect to this Mortgage, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be delivered in person (by personal delivery, delivery service or reputable overnight courier service) or telecopied and confirmed immediately in writing by a copy mailed by United States mail, postage prepaid, addressed as hereafter set forth, or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(i) If to Lender, at:

Fifth Third Bank (Chicago)
 Attention: Kathy Lange-Ellis
 1500 North Main Street
 MD 24721
 Wheaton, Illinois 60187
 Tel: 630 462-5470 Fax: 630 665-5697

With a copy to:

Gregory M. White, Esq.
 Crowley Barrett & Karaba, Ltd.
 20 S. Clark, Suite 2310
 Chicago, Illinois 60603
 Tel: 312 726-2468 Fax: 312 726-2741

(ii) If to Grantor, at:

Highway Steel, Inc.

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Attention: Richard Gollner
 211 E. Main Street
 Chicago Heights, Illinois 60411
 Tel: Fax:

With a copy to:

Thomas P. McNulty, Esq.
 Brian L. Sedlak, Esq.
 Jones Day
 77 W. Wacker Drive
 Chicago, Illinois 60601
 Tel: 312 782-3939 Fax: 312 782-8585

or at such other address as may be substituted by notice given as herein provided. The giving of any notice required hereunder may be waived in writing by the party entitled to receive such notice. Every notice, demand, request, consent, approval, declaration or other communication hereunder shall be deemed to have been duly given or served on the date on which (i) personally delivered (whether in person, by delivery service, or by reputable overnight courier service), (ii) the date of the telecopy transmission (provided the confirmation mailing was sent as provided herein), or (iii) on the date of receipt if sent by the United States mail. Failure or delay in delivering copies of any notice, demand, request, consent, approval, declaration or other communication to the Persons designed above to receive copies, if any, shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

(m) Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

(n) Waiver of Right of Redemption. **NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON BEHALF OF GRANTOR AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.**

(o) Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future

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transactions.

(p) **Lender's Discretion.** Whenever this Mortgage requires either Lender's consent, election, approval or similar action or otherwise vests in Lender the authority to make decisions and/or determinations, such actions shall be made or withheld in Lender's sole and absolute discretion, unless specifically provided otherwise and the granting of any consent, election, approval or similar action by Lender in any instance shall not constitute continuing consent, election, approval or similar action in subsequent instances where such is required.

(q) **Waiver of Jury Trial.** GRANTOR AND LENDER EACH WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (i) UNDER THIS MORTGAGE OR ANY RELATED DOCUMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR ANY RELATED DOCUMENT OR (ii) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION HEREWITH, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. GRANTOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST LENDER OR ANY OTHER PERSON INDEMNIFIED UNDER THIS MORTGAGE ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

[signature page to follow]

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

HIGHWAY STEEL, INC.,
an Illinois corporation

By: *Richard Gollner*
Name: Richard Gollner
Its: Treasurer

GRANTOR ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for the County of Cook in the State of Illinois, DO HEREBY CERTIFY that Richard Gollner, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of Highway Steel, whose name is subscribed to the foregoing instrument as Grantor, appeared before me this day in person and acknowledged that he signed and delivered this instrument as his free and voluntary act, and as the free and voluntary act of Grantor, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28th day of April, 2004.

David J. Grombka
Notary Public



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Case No. 203-7380

Legal Description

Parcel 1: Lots 1, 2, 3, 4, 5 and 6, and the south 25 feet of that part of Lot 9 lying north of and adjoining said Lots 1, 2 and 3, all in Block 164 in Chicago Heights, a subdivision of part of Sections 28 and 29, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; Also a strip of land described as commencing at the southwest corner of said Lot 3, running thence northeasterly along the southerly line of said Lots 3, 2 and 1 a distance of 590.3 feet, thence south along a line parallel to the west line of said Lot 1 a distance of 34.5 feet, thence southwesterly along a line parallel to the southerly line of said Lots 3, 2 and 1 a distance of 590.3 feet, thence north along a line which is a continuation south of the west line of said Lot 3 a distance of 34.5 feet to the point of beginning; excepting, however, from the lands above described as follows: Lots 2, 3, 4 and 5 in the Resubdivision of Lot 1 and the south $\frac{1}{2}$ of the east 732.75 feet of Lot 9 in said Block 164 in Chicago Heights, according to the plat thereof recorded March 28, 1902, as document 3222964 in Block 83 of plats at page 7 and further excepting that part of said Lot 6 lying west of a line drawn parallel to and 37 feet east of and measured at right angles to the west line of said Lot 6 from the south line of said Lot 6 to a point 39 feet south of the north line of said Lot 6, measured on said line produced, thence northeasterly on a curve convex to the north west and having a radius of 293 feet to its intersection with the north line of said Lot 6, said point being 20 feet west of the northeast corner of said Lot 6.

Parcel 2: Lot 7 in Block 164 in Chicago Heights, a subdivision of parts of Sections 28 and 29, Township 35 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois, except that part of said Lot 7 described as follows: Beginning at the southwest corner of said Lot 7 and running thence east on the south line of said Lot, 175 feet; thence northeasterly on a line parallel with the easterly line of said Lot, 116 feet; thence east on a line parallel with the south line of said Lot, 145 feet; thence northeasterly on a line parallel with the easterly line of said Lot, 200 feet; thence west on a line parallel with the south line of said Lot, 320 feet to westerly line of said Lot; thence southwesterly on the westerly line of said Lot, 316 feet to the point of beginning;

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Parcel 3: That part of Lot 7 in Block 164 in Chicago Heights, a subdivision of parts of Section 28 and 29, Township 35 North, Range 14, East of the Third Principal Meridian, described as follows: Beginning at the southwest corner of said Lot 7 and running thence east on the south line of said Lot, 175 feet; thence northeasterly on a line parallel with the easterly line of said Lot, 116 feet; thence east on a line parallel with the south line of said Lot, 145 feet, thence northeasterly on a line parallel with the easterly line of said Lot, 200 feet; thence west on a line parallel with the south line of said Lot, 320 feet to the westerly line of said Lot; thence southwesterly on the westerly line of said Lot, 316 feet to the point of beginning;

Parcel 4: A parcel of land in Blocks 6 and 111 in the Original Town of Chicago Heights in Section 21, Township 35 North, Range 14, East of the Third Principal Meridian, lying north of the right of way of the Chicago Heights Terminal Transfer Railroad Company and more particularly described as follows: Beginning at a point on the easterly line of East End Avenue 141.24 feet northerly measured along said east line of East End Avenue from the northerly right of way line of the Joliet and Northern Indiana Railroad Company, said point of beginning 140 feet northerly measured at right angles from the north line of said Joliet and Northern Indiana Company's Original right of way; Thence easterly parallel with said northerly right of way line 363.32 feet to the northwesterly right of way line of the Chicago Heights Terminal Transfer Railroad Company; thence southwesterly at an angle to the right of 121 degrees and 38 minutes a distance of 146.81 feet along said northwesterly right of way line to the northerly right of way line of the Chicago Heights Terminal Transfer Railroad Company; thence westerly along said northerly right of way line of the Chicago Heights Terminal Transfer Railroad Company 191.16 feet; thence northwesterly at an angle of 12 degrees 47 minutes and 45 seconds to the right a distance of 111.3 feet to point on the easterly line of East End Avenue; thence northerly along said easterly line of East End Avenue 101.24 feet to the point of beginning; Also the south 15 feet of Block 111 in the original Town of Chicago Heights, a subdivision in Sections 20 and 21, Township 35 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois.

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Parcel 5: A parcel of land in Blocks 6 and 111 in the Original Town of Chicago Heights in Section 21, Township 35 North, Range 14, East of the Third Principal Meridian, lying north of the right of way of the Chicago Heights Terminal Transfer Railroad Company and more particularly described as follows: Beginning at the intersection of the north line of 15 foot right of way of the Chicago Heights Terminal Transfer Railroad Company lying north and adjacent to the Joliet and Northern Indiana Railroad Company's Original right of way with the northwesterly line of Center Avenue; thence westerly along said north right of way line of the Chicago Heights Terminal Transfer Railroad Company 284.77 feet to the point of intersection with southeasterly right of way line of said railroad; thence northeasterly at an angle of 121 degrees, 38 minutes to the right a distance of 146.81 feet along said southeasterly right of way line; thence easterly parallel to said north right of way line 269.08 feet to the said northwesterly line of Center Avenue; thence southwesterly along aforesaid line of Center Avenue 139.22 feet to point of beginning;

Parcel 6: A triangular shaped parcel of land being that part of the subdivision of Blocks 109 and 110 in Chicago Heights in the south $\frac{1}{2}$ of the southwest $\frac{1}{4}$ of Section 21, Township 35 North, Range 14, East of The Third Principal Meridian described as follows: Beginning at a point on the westerly line of said Block 110 which point is 30 feet due north of the south line of said Block 110; thence northeasterly along the westerly line of said Block 110, 122.32 feet; thence southeasterly on a straight line across said Blocks 110 and 109, 313.58 feet more or less to a point in the north line of the south 30 feet of said Blocks 109 and 110, 347.6 feet east of the point of beginning; thence west along said north line of the south 30 feet of said Blocks 109 and 110, 347.6 feet to the point of beginning;

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Parcel 7: All that part of the following described parcel of land in Block 111 and Lot 1 of Blocks 5 and 6 of the Original Town of Chicago Heights, Illinois, same being a subdivision of Section 20, 21, 28 and Section 29, Township 35 North, Range 14, East of The Third Principal Meridian, Bloom Township, Cook County, Illinois lying south of a line parallel with and 140 feet measured at right angles from the north line of said Block 111, being a point on the north line of said Block 111 a distance of 260 feet west from the northeast corner thereof and running thence in a southwesterly direction for a distance of 567.5 feet along a straight line making an angle of 58 degrees and 5 minutes with the said north line of Block 111 aforesaid when angle is turned from west to southwest to a point on a line 15 feet north of as measured at right angles and parallel to the south line of said Block 111, and Lot 1 of Blocks 5 and 6 aforesaid said point being 320 feet west of the easterly line of said Block 111 as measured along said parallel line, thence easterly along said parallel line for a distance of 35.23 feet to a point, thence northeasterly a distance of 497.7 feet along a straight line which is 30 feet southeasterly from as measured at right angles and parallel to the aforesaid southwesterly line which makes an angle of 58 degrees and 5 minutes with the north line of Block 111, thence northeasterly a distance of 97.02 feet to the point in the north line of said Block 111 a distance of 185 feet west from the north east corner thereof, thence westerly along the north line of Block 111 a distance of 75 feet to point of beginning:

Parcel 8: Lots 1 to 18 inclusive and that part of Lots 19 and 20 lying north of a line extended from the westerly line of Lot 20 to the easterly line of Lot 19 which line is drawn parallel to and 30 feet north of the south line of said Lot 20 and Lot 21 (except the north 15 feet and the south 30 feet and vacated alley east and adjoining said Lots (except the south 30 feet of said alley and excepting from said premises that portion thereof bounded and described as follows: Beginning at a point the westerly line of said Block 110 which point is 30 feet due north of the south line of said Block 110; thence northeasterly along the westerly line of said Block 110, 122.52 feet, thence southeasterly on a straight line across said blocks 110 and 109, 313.58 feet more or less to a point in the north line of the south 30 feet of said blocks 109 and 110, 347.6 feet east of the point of beginning; thence west along said north line of the south 30 feet of said blocks 109 and 110, 347.6 feet to the point of beginning conveyed to Joliet and Northern Indiana Railroad Company by deed, dated December 12, 1928 and recorded in January 10, 1929, as document 102548811 all in subdivision of blocks 109 and 110 in Chicago Heights in the south $\frac{1}{2}$ of the southwest $\frac{1}{4}$ of Section 21, Township 35 North, Range 14, East of The Third Principal Meridian;

Parcel 9: Block 108 (except the north 15 feet and the south 30 feet and except the east 283 feet) all in Chicago Heights in the south $\frac{1}{2}$ of the southwest $\frac{1}{4}$ of Section 21, Township 35 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois.

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Parcel 10: That part of parcel of the north 15 feet of blocks 108 and 109 of the Original Town of Chicago Heights in the southwest $\frac{1}{4}$ of Section 21, Township 35 North, Range 14, east of the third principal meridian, also of the Street North of and adjoining the same as shown on the plat of Original Town of Chicago Heights, as 132 feet wide described as follows, to wit: Beginning at a point in the southerly right of way line of the Chicago Heights Terminal Transfer Railroad Company measured 162.3 feet eastwardly along said right of way line from the intersection of said right of way line with the easterly line of Center Avenue of the Original Town of Chicago Heights, the aforesaid southerly right of way being parallel to and lying 99 feet southwardly at right angles from the southerly street line of east 17th Street of the Original Town of Chicago Heights as now located 33 feet wide; thence southwesterly along the southeasterly line of the first alley (now vacated) lying southeasterly of said Center Avenue 16.78 feet to intersect a right of way line of the Chicago Heights Terminal Transfer Railroad Company, said right of way line being parallel to and 114 feet southwardly at right angles from the aforesaid southerly line of said east 17th Street as now located 33 feet wide; thence eastwardly along said southerly right of way line 292.20 feet, thence northwardly at right angles 31 feet; thence westwardly parallel to the southerly line of east 17th Street as now located 33 feet wide 276.68 feet more or less to the southeasterly line of said vacated alley produce northeastwardly; thence southwestwardly 17.89 feet more or less to the point of beginning;

Parcel 11: That part of parcel of the north 15 feet of Block 108 of the Original Town of Chicago Heights in the southwest $\frac{1}{4}$ of Section 21, Township 35 North, Range 14, East of The Third Principal Meridian, also of the street north and adjoining the same as shown on the plat of Original Town of Chicago Heights, as 132 feet wide, described as follows: Beginning at a point in the east line of said Block 108 if extended to the south line of east 17th Street as now located 33 feet wide, measured southwardly 66 feet along said east line of Block 108 from the intersection thereof with the southerly line of east 17th Street as now located; thence southwardly along said east line of Block 108, 48 feet to the southerly right of way line of the Chicago Heights Terminal Transfer Railroad, said right of way line being parallel to and 114 feet southwardly at right angles from the southerly line of the aforesaid east 17th Street as now located; thence westwardly along said right of way line 283.06 feet; thence northwardly at right angles 48 feet; thence eastwardly at right angles 283.06 feet to the point of beginning: (except the east 130.0 feet of north 15.0 feet in Block 108 in the Original Town of Chicago Heights, a subdivision in Section 21, Township 35 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois.)

Parcel 12: The east 283 feet of Block 108 (except north 15 feet and except the south 30 feet thereof) and (except the east 130.0 feet of the north 240.0 feet) in the Original Town of Chicago Heights in south $\frac{1}{2}$ of the southwest $\frac{1}{4}$ of Section 21, Township 35 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois.

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Parcel 13: The west 125 feet of Lot 1 (except that part of Lot 1 lying northerly of a line 14 feet southerly from and parallel with the southerly right of way line of Elgin Joliet and Eastern Railway Company) in Block 152 in Chicago Heights in the northwest $\frac{1}{4}$ of Section 28, Township 35 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois; Also Lots 1 to 20, both inclusive, and Lot 26 in Block 153 in Chicago Heights aforesaid); Also That part of Wallace Street (now vacated) lying southerly of a line 14 feet southerly from and parallel with the southerly line of the right of way of Elgin, Joliet and Eastern Railway Company and north of the south line of Lot 1 in Block 152 in Chicago Heights aforesaid, extended west to the west line of said street, all in Cook County, Illinois; Also All that part of vacated Union Avenue lying west and adjoining Lot 1 in Block 153 in Chicago Heights aforesaid and lying south of the southerly line of the Elgin Joliet and Eastern Railroad and north of a line 75 feet north of and parallel to the north line of 22nd Street, in Cook County, Illinois.

Parcel 14: That part of Lots 10 and 12 lying north of a line 15.0 feet south of and parallel to the north line of said Lot 10 and said line extended west across Lot 12 (said line being common with a line 85.0 feet south of and parallel with the north line of Lot 1) in the subdivision of the south 400 feet of Block 165 in Chicago Heights, Illinois, being a subdivision of the northwest $\frac{1}{4}$ of Section 28 and the southwest $\frac{1}{4}$ of Section 29, Township 35 North, Range 14, East of the Third Principal Meridian, in the City of Chicago Heights, Illinois and lying southerly of the southeasterly line of Lot 13 in said subdivision of the south 400.0 feet of Block 165, all in Cook County, Illinois; Also the west $\frac{1}{2}$ of Center Avenue lying South of the North line of Lot 10 extended east and lying north of the south line of Lot 10 extended east in the subdivision of the south 400 feet of Block 165 in Chicago Heights, a subdivision of parts of Section 28 and 29, Township 35 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois.

Parcel 16: Block 163 in Chicago Heights Subdivision in Section 28 and 29, Township 35 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois.

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Parcel 17: Block 165 in Chicago Heights, being a subdivision in the northwest $\frac{1}{4}$ of Section 28 and the southwest $\frac{1}{4}$ of Section 21, Township 35 North, Range 14, east of the third principal meridian excepting therefrom all that part thereof lying south of a line drawn from a point on the easterly line of said Block 444.9 feet northeasterly of the southeast corner thereof to a point on the west line of said block, 400 feet north of the southwest corner of said block, also excepting the north 50 feet (except the south 22 feet of the west 440 feet of said north 50 feet) conveyed to the Chicago Heights Terminal Transfer Railroad Company, also excepting that part of said block southeast of a line described as follows: Beginning at a point on the easterly line of said Block 165, 641.74 feet northeasterly from the southeast corner of said block, thence in a southwesterly direction along a curve convex to the northwest of a radius of 254.5 feet for a distance of 104.9 feet, thence in a southwesterly direction along a line 21 feet northwesterly at right angles to and parallel with the easterly line of said block 165 for a distance of 10 feet, thence in a southwesterly direction along a curve convex to the southeast of a radius of 217.01 feet for a distance of 117.19 feet to a point in a line 400 feet north of and parallel with the south line of said block, in Cook County, Illinois.

Parcel 18: A Strip of land situate in Block 165, a subdivision in Township 35 North, Range 14, East of the Third Principal Meridian, in Chicago Heights, Cook County, Illinois, said strip being all of that certain strip of land conveyed by that certain deed dated June 12, 1911, from American Forwarding Company to the Chicago Heights Terminal Transfer Railroad Company, recorded on June 15, 1911 in book 11252 at page 447, in Cook County, Illinois.

Parcel 19: A strip of land situate in Block 165, a subdivision in Township 35 North, Range 14, East of the Third Principal Meridian, in Chicago Heights, Cook County, Illinois, said strip being all of that certain strip of land conveyed by that certain deed dated August 16, 1991, from Frederick Wilkening, et al, to Chicago Heights Terminal Transfer Railroad Company recorded August 24, 1991, in book 11492 page 287, in Cook County, Illinois. Excepting therefrom all of that certain strip of land conveyed by Quit Claim deed dated 5/16/66 from Chicago Heights Terminal Transfer Railroad Company to Benjamin Diengott, identified in Railroad Company Records as deed no. 1301634. no. 19-1.

Parcel 20: Lots 1 and 11 and the northerly 15 feet of Lot 2 of the subdivision of the south 400 feet of Block 165 in Chicago Heights, Illinois, being a subdivision in the northwest $\frac{1}{4}$ of Section 28 and the southwest $\frac{1}{4}$ of Section 21, Township 35 North, Range 14, East of The Third Principal Meridian in the City of Chicago Heights, Illinois, all in Cook County, Illinois.

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Case No. 203-7380

Parcel 21: That part of Lot 6 in Block 164 in Chicago Heights, a subdivision of parts of Sections 28 and 29 in Township 35 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois, more particularly described as follows: Commencing at the northwest corner of said Lot 6; thence southwesterly along the westerly line of said Lot to the southwest corner of said Lot; thence along the south line of said lot to a point that is 33 feet distant east, measured at right angles from the west line of said lot; thence northeasterly along a straight line parallel with said west line to a point this is 39 feet distant southeasterly, measured along the extension of said straight line, from the north line of said lot, thence northeasterly on a curve convex to the northwest and having a radius of 293 feet to its point intersection with the north line of said lot, said point being 20 feet west, measured along said north line, from the northeast corner of said lot, thence west along said north line of Lot 6 to the point of beginning.

Parcel 22: All of Lots 8 and 9 of Block 164, excepting the south 1/2 of the east 732/75 feet of said Lot 9, all in Chicago Heights, a subdivision in Township 35 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois.

Parcel 23: That portion of Lot 1 in the subdivision of Blocks 5 and 6 in the original Town of Chicago Heights, a subdivision of parts of Section 20 and 21, Township 35 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois, included within the following description: Beginning at the southwest corner of said Lot 1; thence east along the south line of said Lot 1 a distance of 363.7 feet to the southeast of said Lot 1; thence north along the east line of said Lot 1 a distance of 15 feet, thence west along a line parallel to and 15 feet north of the south line of said Lot 1 a distance of 250 feet; thence northwesterly on a curve convex to the southwest to a point on the west line of said Lot 1, which point is 40 feet northeasterly from the southwest corner of said Lot 1; thence southwesterly along the west line of said Lot 1 a distance of 40 feet to the place of beginning.

Parcel 24: All of lots 2, 3, 4 and 5 in the Resubdivisions of Lot 1 and of the south 1/2 of the east 732.75 feet of Lot 9 in Block 164 in Chicago Heights, a subdivision in Township 35 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois.

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Case No. 203-7380

Parcel 25: All those portions of vacated Stewart Avenue and Birmingham Avenue in Chicago Heights, a subdivision in Township 35 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois, more particularly described as follows: Beginning at the point of the southeasterly line of said vacated Birmingham Avenue with the north-south centerline of Section 28, in said Township and Range; thence southwesterly along said southeasterly line of Birmingham Avenue to a point where the southerly production of the west line of Lot 3 of Block 164 in said Chicago Heights intersects said southeasterly line; thence north along said southerly production of west line a distance of 34.5 feet to a point in the center line of said Birmingham Avenue; thence northeasterly along said centerline, a distance of 590.3 feet; thence north along a line parallel with said north-south centerline of Section 28, a distance of 34.5 to a point on the southeasterly line of said Block 164; thence northeasterly along said southeasterly line of Block 164, a distance of 176.2 feet to the southeast corner of said Block; thence north along the east line of said Block 164 to the northeast corner thereof; thence east along the easterly extension of said Block 164, a distance of 33 feet to a point in said north-south center line of Section 28; thence south along said north-south centerline to the point of beginning.

Parcel 26: The south 30 feet of Blocks 108 and 109, all located in Chicago Heights a subdivision in Township 35 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois.

Property Tax Number

32-21-324-007
 32-28-101-010
 32-28-101-012
 32-28-101-001
 32-21-322-005
 32-21-322-011
 32-28-101-006
 32-28-100-017
 32-28-100-003
 32-28-100-002
 32-21-322-009
 32-21-322-008
 32-28-102-027

Property Address: 211 East Main Street
 Chicago Heights, ILLINOIS 60411

32-28-102-012
 32-28-102-013
 32-28-102-014
 015
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 022
 32-21-324-004
 32-21-324-019
 32-21-324-001
 32-21-502-001
 32-28-101-002
 32-28-101-003
 32-28-101-004
 32-28-102-004
 32-28-102-005
 32-28-101-008
 32-28-101-015
 32-28-101-016
 32-21-324-005
 32-21-324-017
 32-28-102-001
 32-28-102-003
 32-28-102-004
 32-28-102-008

AMERITITLE, INC.

UNOFFICIAL COPY

Case No. 203-7380

Legal Description (Amended Legal Description and Tax No.)

Parcel 1: Lots 1, 2, 3, 4, 5 and 6, and the south 25 feet of that part of Lot 9 lying north of and adjoining said Lots 1, 2 and 3, all in Block 164 in Chicago Heights, a subdivision of part of Sections 28 and 29, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; Also a strip of land described as commencing at the southwest corner of said Lot 3, running thence northeasterly along the southerly line of said Lots 3, 2 and 1 a distance of 590.3 feet, thence south along a line parallel to the west line of said Lot 1 a distance of 34.5 feet, thence southwesterly along a line parallel to the southerly line of said Lots 3, 2 and 1 a distance of 590.3 feet, thence north along a line which is a continuation south of the west line of said Lot 3 a distance of 34.5 feet to the point of beginning; excepting, however, from the lands above described as follows: Lots 2, 3, 4 and 5 in the Resubdivision of Lot 1 and the south $\frac{1}{2}$ of the east 732.75 feet of Lot 9 in said Block 164 in Chicago Heights, according to the plat thereof recorded March 28, 1902, as document 3222964 in Block 83 of plats at page 7, and further excepting that part of said Lot 6 lying west of a line drawn parallel to and 33 feet east of and measured at right angles to the west line of said Lot 6 from the south line of said Lot 6 to a point 39 feet south of the north line of said Lot 6, measured on said line produced thence northeasterly on a curve convex to the north west and having a radius of 293 feet to its intersection with the north line of said Lot 6, said point being 20 feet west of the northeast corner of said Lot 6.

Parcel 2: Lot 7 in Block 164 in Chicago Heights, a subdivision of parts of Sections 28 and 29, Township 35 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois, except that part of said Lot 7 described as follows: Beginning at the southwest corner of said Lot 7 and running thence east on the south line of said Lot, 175 feet; thence northeasterly on a line parallel with the easterly line of said Lot, 116 feet; thence east on a line parallel with the south line of said Lot, 145 feet; thence northeasterly on a line parallel with the easterly line of said Lot, 200 feet; thence west on a line parallel with the south line of said Lot, 320 feet to westerly line of said Lot; thence southwesterly on the westerly line of said Lot, 316 feet to the point of beginning;

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Case No. 203-7380

Parcel 3: That part of Lot 7 in Block 164 in Chicago Heights, a subdivision of parts of Section 28 and 29, Township 35 North, Range 14, East of the Third Principal Meridian, described as follows: Beginning at the southwest corner of said Lot 7 and running thence east on the south line of said Lot, 175 feet; thence northeasterly on a line parallel with the easterly line of said Lot, 116 feet; thence east on a line parallel with the south line of said Lot, 145 feet, thence northeasterly on a line parallel with the easterly line of said Lot, 200 feet; thence west on a line parallel with the south line of said Lot, 320 feet to the westerly line of said Lot; thence southwesterly on the westerly line of said Lot, 316 feet to the point of beginning;

Parcel 4: A parcel of land in Blocks 6 and 111 in the Original Town of Chicago Heights in Section 21, Township 35 North, Range 14, East of the Third Principal Meridian, lying north of the right of way of the Chicago Heights Terminal Transfer Railroad Company and more particularly described as follows: Beginning at a point on the easterly line of East End Avenue 141.24 feet northerly measured along said east line of East End Avenue from the northerly right of way line of the Joliet and Northern Indiana Railroad Company, said point of beginning 140 feet northerly measured at right angles from the north line of said Joliet and Northern Indiana Company's Original right of way; Thence easterly parallel with said northerly right of way line 363.33 feet to the northwesterly right of way line of the Chicago Heights Terminal Transfer Railroad Company; thence southwesterly at an angle to the right of 121 degrees and 38 minutes a distance of 146.81 feet along said northwesterly right of way line to the northerly right of way line of the Chicago Heights Terminal Transfer Railroad Company; thence westerly along said northerly right of way line of the Chicago Heights Terminal Transfer Railroad Company 191.16 feet; thence northwesterly at an angle of 12 degrees 47 minutes and 45 seconds to the right a distance of 111.3 feet to point on the easterly line of East End Avenue; thence northerly along said easterly line of East End Avenue 101.24 feet to the point of beginning; Also the south 15 feet of Block 111 in the original Town of Chicago Heights, a subdivision in Sections 20 and 21, Township 35 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois.

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Case No. 203-7380

Parcel 5: A parcel of land in Blocks 6 and 111 in the Original Town of Chicago Heights in Section 21, Township 35 North, Range 14, East of the Third Principal Meridian, lying north of the right of way of the Chicago Heights Terminal Transfer Railroad Company and more particularly described as follows: Beginning at the intersection of the north line of 15 foot right of way of the Chicago Heights Terminal Transfer Railroad Company lying north and adjacent to the Joliet and Northern Indiana Railroad Company's Original right of way with the northwesterly line of Center Avenue; thence westerly along said north right of way line of the Chicago Heights Terminal Transfer Railroad Company 284.77 feet to the point of intersection with southeasterly right of way line of said railroad; thence northeasterly at an angle of 121 degrees, 38 minutes to the right a distance of 146.81 feet along said southeasterly right of way line; thence easterly parallel to said north right of way line 269.08 feet to the said northwesterly line of Center Avenue; thence southwestwardly along aforesaid line of Center Avenue 139.22 feet to point of beginning;

Parcel 6: A triangular shaped parcel of land being that part of the subdivision of Blocks 109 and 110 in Chicago Heights in the south $\frac{1}{2}$ of the southwest $\frac{1}{4}$ of Section 21, Township 35 North, Range 14, East of The Third Principal Meridian described as follows: Beginning at a point on the westerly line of said Block 110 which point is 30 feet due north of the south line of said Block 110; thence northeasterly along the westerly line of said Block 110, 122.52 feet; thence southeasterly on a straight line across said Blocks 110 and 109, 313.58 feet more or less to a point in the north line of the south 30 feet of said Blocks 109 and 110, 347.6 feet east of the point of beginning; thence west along said north line of the south 30 feet of said Blocks 109 and 110, 347.6 feet to the point of beginning;

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Parcel 7: All that part of the following described parcel of land in Block 111 and Lot 1 of Blocks 5 and 6 of the Original Town of Chicago Heights, Illinois, same being a subdivision of Section 20, 21, 28 and Section 29, Township 35 North, Range 14, East of The Third Principal Meridian, Bloom Township, Cook County, Illinois lying south of a line parallel with and 140 feet measured at right angles from the north line of said Block 111, being a point on the north line of said Block 111 a distance of 260 feet west from the northeast corner thereof and running thence in a southwesterly direction for a distance of 567.5 feet along a straight line making an angle of 58 degrees and 5 minutes with the said north line of Block 111 aforesaid when angle is turned from west to southwest to a point on a line 15 feet north of as measured at right angles and parallel to the south line of said Block 111, and Lot 1 of Blocks 5 and 6 aforesaid said point being 320 feet west of the easterly line of said Block 111 as measured along said parallel line, thence easterly along said parallel line for a distance of 35.23 feet to a point, thence northeasterly a distance of 497.7 feet along a straight line which is 30 feet southeasterly from as measured at right angles and parallel to the aforesaid southwesterly line which makes an angle of 58 degrees and 5 minutes with the north line of Block 111, thence northeasterly a distance of 97.02 feet to the point in the north line of said Block 111 a distance of 185 feet west from the north east corner thereof, thence westerly along the north line of Block 111 a distance of 75 feet to point of beginning:

Parcel 8: Lots 1 to 18 inclusive and that part of Lots 19 and 20 lying north of a line extended from the westerly line of Lot 20 to the easterly line of Lot 19 which line is drawn parallel to and 30 feet north of the south line of said Lot 20 and Lot 21 (except the north 15 feet and the south 30 feet and vacated alley east and adjoining said Lots (except the south 30 feet of said alley and excepting from said premises that portion thereof bounded and described as follows: Beginning at a point the westerly line of said Block 110 which point is 30 feet due north of the south line of said Block 110; thence northeasterly along the westerly line of said Block 110, 122.52 feet, thence southeasterly on a straight line across said blocks 110 and 109, 313.58 feet more or less to a point in the north line of the south 30 feet of said blocks 109 and 110, 347.6 feet east of the point of beginning; thence west along said north line of the south 30 feet of said blocks 109 and 110, 347.6 feet to the point of beginning conveyed to Joliet and Northern Indiana Railroad Company by deed, dated December 12, 1928 and recorded in January 10, 1929, as document 102548811 all in subdivision of blocks 109 and 110 in Chicago Heights in the south $\frac{1}{2}$ of the southwest $\frac{1}{4}$ of Section 21, Township 35 North, Range 14, East of The Third Principal Meridian;

Parcel 9: Block 108 (except the north 15 feet and the south 30 feet and except the east 283 feet) all in Chicago Heights in the south $\frac{1}{2}$ of the southwest $\frac{1}{4}$ of Section 21, Township 35 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois.

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Parcel 10: That part of parcel of the north 15 feet of blocks 108 and 109 of the Original Town of Chicago Heights in the southwest $\frac{1}{4}$ of Section 21, Township 35 North, Range 14, east of the third principal meridian, also of the Street North of and adjoining the same as shown on the plat of Original Town of Chicago Heights, as 132 feet wide described as follows, to wit: Beginning at a point in the southerly right of way line of the Chicago Heights Terminal Transfer Railroad Company measured 162.3 feet eastwardly along said right of way line from the intersection of said right of way line with the easterly line of Center Avenue of the Original Town of Chicago Heights, the aforesaid southerly right of way being parallel to and lying 93 feet southwardly at right angles from the southerly street line of east 17th Street of the Original Town of Chicago Heights as now located 33 feet wide; thence southwesterly along the southeasterly line of the first alley (now vacated) lying southeasterly of said Center Avenue 16.78 feet to intersect a right of way line of the Chicago Heights Terminal Transfer Railroad Company, said right of way line being parallel to and 114 feet southwardly at right angles from the aforesaid southerly line of said east 17th Street as now located 33 feet wide; thence eastwardly along said southerly right of way line 292.20 feet, thence northwardly at right angles 31 feet; thence westwardly parallel to the southerly line of east 17th Street as now located 33 feet wide 276.68 feet more or less to the southeasterly line of said vacated alley produce northeastwardly; thence southwestwardly 17.89 feet more or less to the point of beginning;

Parcel 11: That part of parcel of the north 15 feet of Block 108 of the Original Town of Chicago Heights in the southwest $\frac{1}{4}$ of Section 21, Township 35 North, Range 14, East of The Third Principal Meridian, also of the street north and adjoining the same as shown on the plat of Original Town of Chicago Heights, as 132 feet wide, described as follows: Beginning at a point in the east line of said Block 108 if extended to the south line of east 17th Street as now located 33 feet wide, measured southwardly 66 feet along said east line of Block 108 from the intersection thereof with the southerly line of east 17th Street as now located; thence southwardly along said east line of Block 108, 48 feet to the southerly right of way line of the Chicago Heights Terminal Transfer Railroad, said right of way line being parallel to and 114 feet southwardly at right angles from the southerly line of the aforesaid east 17th Street as now located; thence westwardly along said right of way line 283.06 feet; thence northwardly at right angles 48 feet; thence eastwardly at right angles 283.06 feet to the point of beginning: (except the east 130.0 feet of north 15.0 feet in Block 108 in the Original Town of Chicago Heights, a subdivision in Section 21, Township 35 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois.)

Parcel 12: The east 283 feet of Block 108 (except north 15 feet and except the south 30 feet thereof) and (except the east 130.0 feet of the north 240.0 feet) in the Original Town of Chicago Heights in south $\frac{1}{2}$ of the southwest $\frac{1}{4}$ of Section 21, Township 35 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois.

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Parcel 13: The west 125 feet of Lot 1 (except that part of Lot 1 lying northerly of a line 14 feet southerly from and parallel with the southerly right of way line of Elgin Joliet and Eastern Railway Company) in Block 152 in Chicago Heights in the northwest $\frac{1}{4}$ of Section 28, Township 35 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois; Also Lots 1 to 20, both inclusive, and Lot 26 in Block 153 in Chicago Heights aforesaid); Also That part of Wallace Street (now vacated) lying southerly of a line 14 feet southerly from and parallel with the southerly line of the right of way of Elgin, Joliet and Eastern Railway Company and north of the south line of Lot 1 in Block 152 in Chicago Heights aforesaid, extended west to the west line of said street, all in Cook County, Illinois; Also All that part of vacated Union Avenue lying west and adjoining Lot 1 in Block 153 in Chicago Heights aforesaid and lying south of the southerly line of the Elgin Joliet and Eastern Railroad and north of a line 75 feet north of and parallel to the north line of 22nd Street, in Cook County, Illinois.

Part of Parcel 14: The west $\frac{1}{4}$ of Center Avenue lying south of the north line of Lot 10 extended east and lying north of the south line of Lot 10 extended east in the subdivision of the south 400 feet of Block 165 in Chicago Heights, a subdivision of parts of Section 28 and 29, Township 35 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois.

Parcel 15: Lot 8 (except the west 2.62 feet) in subdivision of the south 400 feet of Block 165 in Chicago Heights, a subdivision of part of the southwest $\frac{1}{4}$ of Section 21, and part of the northwest $\frac{1}{4}$ of Section 28, Township 35 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois.

Parcel 16: Block 163 in Chicago Heights Subdivision in Section 28 and 29, Township 35 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois.

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Case No. 203-7380

Parcel 17: Block 165 in Chicago Heights, being a subdivision in the northwest $\frac{1}{4}$ of Section 28 and the southwest $\frac{1}{4}$ of Section 21, Township 35 North, Range 14, east of the third principal meridian excepting therefrom all that part thereof lying south of a line drawn from a point on the easterly line of said Block 444.9 feet northeasterly of the southeast corner thereof to a point on the west line of said block, 400 feet north of the southwest corner of said block, also excepting the north 50 feet (except the south 22 feet of the west 440 feet of said north 50 feet) conveyed to the Chicago Heights Terminal Transfer Railroad Company, also excepting that part of said block southeast of a line described as follows: Beginning at a point on the easterly line of said Block 165, 641.74 feet northeasterly from the southeast corner of said block, thence in a southwesterly direction along a curve convex to the northwest of a radius of 254.5 feet for a distance of 104.9 feet, thence in a southwesterly direction along a line 21 feet northwesterly at right angles to and parallel with the easterly line of said block 165 for a distance of 10 feet, thence in a southwesterly direction along a curve convex to the southeast of a radius of 217.01 feet for a distance of 117.19 feet to a point in a line 400 feet north of and parallel with the south line of said block, in Cook County, Illinois.

Parcel 18: A Strip of land situate in Block 165, a subdivision in Township 35 North, Range 14, East of the Third Principal Meridian, in Chicago Heights, Cook County, Illinois, said strip being all of that certain strip of land conveyed by that certain deed dated June 12, 1911, from American Forwarding Company to the Chicago Heights Terminal Transfer Railroad Company, recorded on June 15, 1911 in book 11252 at page 447, in Cook County, Illinois.

Parcel 19: A strip of land situate in Block 165, a subdivision in Township 35 North, Range 14, East of the Third Principal Meridian, in Chicago Heights, Cook County, Illinois, said strip being all of that certain strip of land conveyed by that certain deed dated August 16, 1991, from Frederick Wilkening, et al, to Chicago Heights Terminal Transfer Railroad Company recorded August 24, 1991, in book 11492 page 287, in Cook County, Illinois. Excepting therefrom all of that certain strip of land conveyed by Qui. Claim deed dated 5/16/66 from Chicago Heights Terminal Transfer Railroad Company to Benjamin Diengott, identified in Railroad Company Records as deed no. 1301634. no. 19-1.

Parcel 20: Lots 1 and 11 and the northerly 15 feet of Lot 2 of the subdivision of the south 400 feet of Block 165 in Chicago Heights, Illinois, being a subdivision in the northwest $\frac{1}{4}$ of Section 28 and the southwest $\frac{1}{4}$ of Section 21, Township 35 North, Range 14, East of The Third Principal Meridian in the City of Chicago Heights, Illinois, all in Cook County, Illinois.

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Case No. 203-7380

Parcel 21: That part of Lot 6 in Block 164 in Chicago Heights, a subdivision of parts of Sections 28 and 29 in Township 35 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois, more particularly described as follows: Commencing at the northwest corner of said Lot 6; thence southwesterly along the westerly line of said Lot to the southwest corner of said Lot; thence along the south line of said lot to a point that is 33 feet distant east, measured at right angles from the west line of said lot; thence northeasterly along a straight line parallel with said west line to a point this is 39 feet distant southeasterly, measured along the extension of said straight line, from the north line of said lot, thence northeasterly on a curve convex to the northwest and having a radius of 293 feet to its point intersection with the north line of said lot, said point being 20 feet west, measured along said north line, from the northeast corner of said lot, thence west along said north line of Lot 6 to the point of beginning.

Parcel 22: All of Lots 8 and 9 of Block 164, excepting the south $\frac{1}{2}$ of the east 732.75 feet of said Lot 9, all in Chicago Heights, a subdivision in Township 35 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois.

Parcel 23: That portion of Lot 1 in the subdivision of Blocks 5 and 6 in the original Town of Chicago Heights, a subdivision of parts of Section 20 and 21, Township 35 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois, included within the following description: Beginning at the southwest corner of said Lot 1; thence east along the south line of said Lot 1 a distance of 363.7 feet to the southeast of said Lot 1; thence north along the east line of said Lot 1 a distance of 15 feet, thence west along a line parallel to and 15 feet north of the south line of said Lot 1 a distance of 250 feet, thence northwesterly on a curve convex to the southwest to a point on the west line of said Lot 1, which point is 40 feet northeasterly from the southwest corner of said Lot 1; thence southwesterly along the west line of said Lot 1 a distance of 40 feet to the place of beginning.

Parcel 24: All of lots 2, 3, 4 and 5 in the Resubdivisions of Lot 1 and of the south $\frac{1}{2}$ of the east 732.75 feet of Lot 9 in Block 164 in Chicago Heights, a subdivision in Township 35 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois.

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Case No. 203-7380

Parcel 25: All those portions of vacated Stewart Avenue and Birmingham Avenue in Chicago Heights, a subdivision in Township 35 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois, more particularly described as follows: Beginning at the point of the southeasterly line of said vacated Birmingham Avenue with the north-south centerline of Section 28, in said Township and Range; thence southwesterly along said southeasterly line of Birmingham Avenue to a point where the southerly production of the west line of Lot 3 of Block 164 in said Chicago Heights intersects said southeasterly line; thence north along said southerly production of west line a distance of 34.5 feet to a point in the center line of said Birmingham Avenue; thence northeasterly along said centerline, a distance of 590.3 feet; thence north along a line parallel with said north-south centerline of Section 28, a distance of 34.5 to a point on the southeasterly line of said Block 164; thence northeasterly along said southeasterly line of Block 164, a distance of 176.2 feet to the southeast corner of said Block; thence north along the east line of said Block 164 to the northeast corner thereof; thence east along the easterly extension of said Block 164, a distance of 33 feet to a point in said north-south center line of Section 28; thence south along said north-south centerline to the point of beginning.

Parcel 26: The south 30 feet of Blocks 108 and 109, all located in Chicago Heights a subdivision in Township 35 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois.

Property Tax Number

32-21-322-011 (Parcels 4,5 and 7)
 32-21-324-004 (Parcel 9)
 32-21-324-019 (Parcels 6 & 8)
 32-21-502-001 (Parcels 10 and 11)
 32-28-101-002 thru 004 (Parcel 2)
 32-28-101-008 (Parcel 2)
 32-28-101-015 (Parcel 2)
 32-28-101-016 (Parcels 1, 2 and 3)
 32-21-502-001 (Parcel 11)
 32-28-100-017 (Parcel 20)
 32-28-101-006 (Parcel 21)
 32-28-101-001 (Parcel 22)
 32-28-1101-012 (Parcel 24)
 32-28-101-010 (Parcel 25)
 32-21-324-007 (Parcel 26)

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32-21-503-003 (Parcel 15)

32-21-324-017 (Parcel 12)

32-28-102-001 (Parcel 16)

32-28-102-003, 004, 005, 006, 008, 012, 013, 014 (Parcel 13)

32-28-102-015, 016, 017, 018, 019, 020, 021, 022, 023, 024, 025 (Parcel 13)

32-28-102-028 (Parcel 13)

32-28-102-026 & 027 (Parcel 13)

32-21-322-008 (Parcel 4)

32-21-322-009 (Parcel 23)

32-28-100-002 (Parcel 17)

32-28-100-003 (Parcels 18 & 19)

Property Address: 211 East Main Street
Chicago Heights, ILLINOIS 60411