

# UNOFFICIAL COPY

This instrument was prepared  
by and after recording return to:

Winston & Strawn  
35 West Wacker Drive  
Chicago, Illinois 60601  
Attention: Grace L. Shaff, Esq.



Doc#: 0506833215  
Eugene "Gene" Moore Fee: \$74.00  
Cook County Recorder of Deeds  
Date: 03/09/2005 12:57 PM Pg: 1 of 26

*This space reserved for Recorder's use only.*

## EIGHTH LOAN MODIFICATION AGREEMENT

**THIS EIGHTH LOAN MODIFICATION AGREEMENT** (this "Agreement") is entered into as of the 28th day of February, 2005 among **LAGROU COLD STORAGE LIMITED PARTNERSHIP**, an Illinois limited partnership ("Cold Storage LP"), **HAMMOND/MERCANTILE COLD STORAGE CORPORATION**, an Illinois corporation (formerly known as **LAGROU COLD STORAGE CORPORATION**; "Cold Storage Corporation"), **LAGROU MOTOR SERVICES, INC.**, an Illinois corporation ("Motor Services"), **LAGROU DISTRIBUTION SYSTEM, INC.**, an Illinois corporation ("Distribution System"), **LAGROU KOSTNER LIMITED PARTNERSHIP**, an Illinois limited partnership ("Kostner"), **LAGROU AVENUE E LIMITED PARTNERSHIP**, an Illinois limited partnership ("Avenue E") and **LAGROU BOLINGBROOK LIMITED PARTNERSHIP**, an Illinois limited partnership ("Bolingbrook"; Cold Storage LP, Cold Storage Corporation, Motor Services, Distribution System, Kostner, Avenue E and Bolingbrook are herein referred to collectively as "Borrowers"), **LAGROU WEST CHICAGO LIMITED PARTNERSHIP**, an Illinois limited partnership ("West Chicago"), **DONALD SCHIMEK** ("Schimek"), **JAMES STANCEL** ("Stancel") and **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association ("Lender").

### RECITALS:

**DONE AT CUSTOMER'S REQUEST**

A. Lender has heretofore made loans to Borrowers (the "Loans") in the aggregate original principal amount of Nineteen Million Eight Hundred Thousand and No/100 (\$19,800,000.00) as evidenced by (i) a certain Promissory Note dated December 31, 1998 in the amount of \$12,000,000 payable to the order of Lender (the "First Note"), (ii) a certain Promissory Note dated December 31, 1998 in the amount of \$5,500,000 payable to the order of Lender (the "Second Note"), (iii) a certain Promissory Note dated February 28, 2001 in the original principal amount of \$1,500,000 (the "Third Note") and (iv) a certain Line of Credit Note dated September 1, 2002 in the amount of \$800,000 payable to the order of the Lender (the "Line of Credit Note"; the First Note, the Second Note, the Third Note and the Line of Credit Note are herein referred to collectively as the "Notes"). Borrowers have also executed a Line of Credit

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Note in favor of Lender dated December 31, 1998 (the "Initial Line of Credit Note") evidencing a \$750,000 secured line of credit. The Initial Line of Credit Note matured and was not renewed by Lender.

B. The Notes are secured by, among other things, (i) that certain Mortgage from Cold Storage LP in favor of Lender, dated December 31, 1998 and recorded on January 5, 1999 in the office of the Recorder of Deeds of Cook County, Illinois (the "Cook County Recorder's Office") as Document No. 99006413 (the "Cold Storage Mortgage"), which encumbers the real property legally described on Exhibit A attached hereto; (ii) that certain Assignment of Rents and Leases from Cold Storage LP in favor of Lender, dated December 31, 1998 and recorded on January 5, 1999 in the Cook County Recorder's Office as Document No. 99006414 (the "Cold Storage Assignment of Leases"); (iii) that certain mortgage from Kostner in favor of Lender, dated December 31, 1998 and recorded on January 5, 1999 in the Cook County Recorder's Office as Document No. 99004946 (the "Kostner Mortgage") which encumbers the real property legally described on Exhibit B attached hereto; (iv) that certain Assignment of Rents and Leases from Kostner in favor of Lender, dated December 31, 1998 and recorded on January 5, 1999 in the Cook County Recorder's Office as Document No. 99004947 (the "Kostner Assignment of Leases"); (v) that certain Mortgage from Avenue E to Lender dated June 1, 1999 (the "Avenue E Mortgage") and recorded on June 15, 1999 in the County Recorder's Office, Ogle County, Illinois (the "Ogle County Recorder's Office") as Document No. 9906676 which encumbers the real property legally described on Exhibit C attached hereto; (vi) that certain Assignment of Rents and Leases, dated June 1, 1999, from Avenue E in favor of Lender (the "Avenue E Assignment of Leases") and recorded on June 15, 1999 in the Ogle County Recorder's Office as Document No. 9906677; (vii) a Mortgage from Bolingbrook to Lender dated September 11, 2000 (the "Bolingbrook Mortgage") and recorded on or about October 6, 2000 in the Recorder's Office in Will County, Illinois (the "Will County Recorder's Office") as Document No. R2000108985 encumbering the real property and improvements legally described on Exhibit D attached hereto; (viii) an Assignment of Leases and Rents dated September 11, 2000 from Bolingbrook in favor of Lender (the "Bolingbrook Assignment of Leases") and recorded on or about October 6, 2000 in the Will County Recorder's Office as Document No. R2000108986; (ix) those certain Security Agreements from each Borrower to Lender (the "Security Agreements"); (x) that certain Environmental Indemnity Agreement dated December 31, 1998 from Borrowers, Stancel and Schimek to Lender (the "Indemnity Agreement"); (xi) that certain Loan Agreement dated December 31, 1998 between Borrowers, Stancel, Schimek and Lender; and (xii) certain other loan documents (the Notes, the Line of Credit Note, Cold Storage Mortgage, Cold Storage Assignment of Leases, Kostner Mortgage, Kostner Assignment of Leases, Avenue E Mortgage, Avenue E Assignment of Leases, the Bolingbrook Mortgage, the Bolingbrook Assignment of Leases, the Security Agreements, the Indemnity Agreement, the Loan Agreement, the Guaranties (as hereinafter defined) and any other documents evidencing and securing the Loans, in their original form and as amended from time to time, are sometimes collectively referred to herein as the "Original Loan Documents").

C. Each of the Loan Documents has been amended by (i) that certain First Loan Modification and Spreader Agreement dated as of June 1, 1999 (the "First Modification") among the Borrowers, Schimek, Stancel and Lender and recorded on August 8, 2000 in the Cook County Recorder's Office as Document No. 00604383, (ii) that certain Second Loan Modification and Spreader Agreement dated as of October 12, 2000 (the "Second Modification")

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among the Borrowers, Schimek, Stancel and Lender and recorded on (a) October 12, 2000 in the Cook County Recorder's Office as Document No. 00797948 and (b) October 31, 2000 in the Ogle County Recorder's Office as Document No. 0009647, (iii) that certain Third Loan Modification Agreement dated as of February 28, 2001 (the "Third Modification") among the Borrowers, Schimek, Stancel and Lender and recorded on (a) April 9, 2001 in the Cook County Recorder's Office as Document No. 0010282721, (b) April 17, 2001 in the Ogle County Recorder's Office as Document No. 0103829 and (c) April 19, 2001 in the Will County Recorder's Office as Document No. R2001044632, (iv) that certain Fourth Loan Modification Agreement dated as of September 1, 2002 (the "Fourth Modification") among the Borrowers, Schimek, Stancel and Lender and recorded on (a) December 18, 2002 in the Cook County Recorder's Office as Document No. 0021405455, (b) December 12, 2002 in the Ogle County Recorder's Office as Document No. 0217588, and (c) December 18, 2002 in the Will County Recorder's Office as Document No. R2003093270, (v) that certain Fifth Loan Modification Agreement dated as of June 30, 2003 (the "Fifth Modification") among the Borrowers, Stancel and Schimek and recorded on (a) September 10, 2003 in the Cook County Recorder's Office as Document No. 0325335204, (b) September 3, 2003 in the Ogle County Recorder's Office as Document No. 0316437, and (c) September 4, 2003 in the Will County Recorder's Office as Document No. R2003218098, (vi) that certain Sixth Loan Modification Agreement dated as of September 30, 2003 (the "Sixth Modification") among the Borrowers, Stancel and Schimek and recorded on (a) December 23, 2003 in the Cook County Recorder's Office as Document No. 0335727035, (b) March 3, 2004 in the Ogle County Recorder's Office as Document No. 0402297, and (c) December 29, 2003 in the Will County Recorder's Office as Document No. R2003310607 and (vii) that certain Seventh Loan Modification Agreement dated as of October 25, 2004 (the "Seventh Modification" and, together with the First Modification, the Second Modification, the Third Modification, the Fourth Modification, the Fifth Modification and the Sixth Modification, the "Modifications") among the Borrowers, Stancel and Schimek and recorded on (a) November 16, 2004 in the Cook County Recorder's Office as Document No. 0432133008, (b) November 15, 2004 in the Ogle County Recorder's Office as Document No. 0413207, and (c) \_\_\_\_\_, 2004 in the Will County Recorder's Office as Document No. \_\_\_\_\_. The Original Loan Documents, as amended by the Modifications, are hereinafter referred to as the "Loan Documents."

D. To further secure the Loans, Stancel and Schimek executed and delivered to Lender (i) a Continuing Unconditional Guaranty dated as of December 31, 1998, (ii) a Continuing Unconditional Guaranty dated as of February 28, 2001 and (iii) a Continuing Unconditional Guaranty dated as of September 1, 2002 (collectively, the "Guaranties").

E. Motor Services and West Chicago have executed and delivered to Lender a Master Letter of Credit Agreement dated as of April 18, 2000 (the "Letter of Credit Agreement"), and the following letters of credit have been issued pursuant thereto: (i) Standby Letter of Credit Number S512560 LNB issued for the benefit of John Hancock Real Estate Investment Group in the amount of \$348,500; (ii) Standby Letter of Credit Number S523379 issued for the benefit of John Hancock Life Insurance Partnership in the amount of \$192,000; (iii) Standby Letter of Credit No. S545206 issued for the benefit of CNA Insurance Company in the amount of \$40,000; and (iv) Standby Letter of Credit Number S561188 issued for the benefit of CSX Intermodal in the amount of \$10,000. The foregoing letters of credit and any other letters of credit issued from time to time pursuant to the Letter of Credit Agreement are referred

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to herein as the “Letters of Credit”, and all obligations of Motor Services, West Chicago and the other Borrowers to Lender arising out of or in connection with the Letter of Credit Agreement, any Letter of Credit and any application, instrument or document delivered in connection therewith are referred to herein as the “L/C Obligations”).

F. Lender has required that Borrowers and West Chicago execute and deliver this Agreement cross-collateralizing and cross-defaulting the L/C Obligations with the Notes and the other Loan Documents.

## **AGREEMENTS:**

**NOW THEREFORE**, in consideration of (i) the facts set forth herein above (which are hereby incorporated into and made a part of this Agreement); and (ii) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree and amend the Loan Documents as follows:

1. **Collateral**. Borrowers, West Chicago, Stancel and Schimek acknowledge and agree that the Loan Documents shall secure the L/C Obligations in addition to the Notes.
2. **Event of Default**. Any Event of Default under the Letter of Credit Agreement (as defined therein) shall be an Event of Default under the Loan Documents.
3. **Reaffirmation of Loan Documents**. Borrowers, West Chicago, Stancel and Schimek hereby acknowledge and agree that except as specifically set forth herein, the terms of the Loan Documents shall remain in full force and effect and are hereby ratified, confirmed and approved in all respects.
4. **Reaffirmation of Guaranties**. Stancel and Schimek hereby ratify and reaffirm the Guaranties, and each of the terms and provisions contained therein and agree that the Guaranties shall continue in full force and effect following the execution and delivery of this Agreement. Stancel and Schimek represent and warrant to Lender that the Guaranties were on the date of the execution and delivery hereof, and continue to be, the valid and binding obligation of Stancel and Schimek enforceable in accordance with their respective terms and that neither Schimek nor Stancel has claims or defenses to the enforcement of the rights and remedies of Lender under said Guaranties.
5. **Representations and Warranties of Borrowers**. Borrowers hereby represent, covenant and warrant to Lender that there is currently no Event of Default under the Loan Documents.
6. **Expenses**. Borrowers and West Chicago shall promptly pay all costs and expenses incurred by Lender in connection with this Agreement including, without limitation, title charges, recording fees, appraisal fees, consultants’ fees, attorneys’ fees and expenses.
7. **Miscellaneous**.
  - (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

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

(c) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrowers or West Chicago nor shall privity of contract be presumed to have been established with any third party.

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

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

(f) Any references to the "Mortgage" or any of the other Loan Documents contained in any of the Loan Documents shall be deemed to refer to such documents as amended hereby. Any reference in the Loan Documents to "Loan Documents" or any other term referring to any one or more of the Loan Documents shall be deemed to refer to such documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

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

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(h) Time is of the essence of each of Borrowers' and West Chicago's obligations under this Agreement.

[Signature Pages Follow]

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A large, stylized handwritten signature in black ink, consisting of several loops and flourishes, is positioned in the center-right of the page. It is partially overlaid by the diagonal watermark text.

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

**BORROWERS:**

**LAGROU COLD STORAGE LIMITED PARTNERSHIP**, an Illinois limited partnership

By: \_\_\_\_\_  
Name: Donald Schimek  
Its: President

**LAGROU MOTOR SERVICES, INC.**, an Illinois corporation

By: \_\_\_\_\_  
Name: Donald Schimek  
Its: President

**LAGROU DISTRIBUTION SYSTEM, INC.**, an Illinois corporation

By: \_\_\_\_\_  
Name: Donald Schimek  
Its: President

**LAGROU KOSTNER LIMITED PARTNERSHIP**, an Illinois limited partnership

By: \_\_\_\_\_  
Name: Donald Schimek  
Its: President

**HAMMOND/MERCANTILE COLD STORAGE CORPORATION**, an Illinois corporation (formerly known as **LAGROU COLD STORAGE CORPORATION**)

By: \_\_\_\_\_  
Name: Donald Schimek  
Its: President

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**LAGROU AVENUE E LIMITED PARTNERSHIP**, an Illinois limited partnership

By: **LAGROU HOLDINGS CO.**, its general partner

By: \_\_\_\_\_  
Name: Donald Schimek  
Its: President

**LAGROU BOLINGBROOK LIMITED PARTNERSHIP**, an Illinois limited partnership

By: **LAGROU HOLDINGS CO.**, its general partner

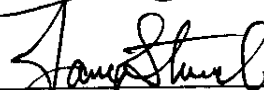
By: \_\_\_\_\_  
Name: Donald Schimek  
Its: President

**LAGROU WEST CHICAGO LIMITED PARTNERSHIP**, an Illinois limited partnership

By: \_\_\_\_\_  
Name: Donald Schimek  
Its: President

**GUARANTORS:**

\_\_\_\_\_  
Donald Schimek

  
\_\_\_\_\_  
James Stancel

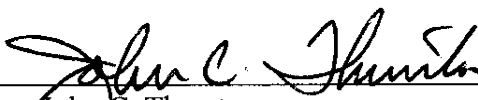
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**LENDER:**

**LASALLE BANK NATIONAL ASSOCIATION,**  
a national banking association

By:   
Name: John C. Thurston  
Title: Senior Vice President

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STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I, Dolores Darling, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donald Schimek, as the President of **LAGROU COLD STORAGE LIMITED PARTNERSHIP**, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 28 day of Feb, 2005.

Dolores Darling  
NOTARY PUBLIC

(SEAL)

My commission expires:

April 11 - 2006



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
  )   SS.  
COUNTY OF COOK     )

I, Dolores Darling, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Donald Schimek, as the President of **LAGROU MOTOR SERVICES, INC.**, an Illinois corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

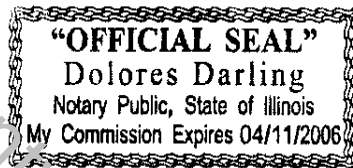
GIVEN under my hand and notarial seal, this 28 day of Feb, 2005.

Dolores Darling  
NOTARY PUBLIC

(SEAL)

My commission expires:

April 11 - 2006



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
  )   SS.  
COUNTY OF COOK     )

I, Dolores Darling, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Donald Schmiek, as the President of **LAGROU DISTRIBUTION SYSTEM, INC.**, an Illinois corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

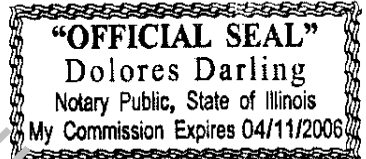
GIVEN under my hand and notarial seal, this 28 day of Feb, 2005.

Dolores Darling  
NOTARY PUBLIC

(SEAL)

My commission expires:

April 11, 2006



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I, Dolores Darling a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donald Schimek, as the President of LAGROU KOSTNER LIMITED PARTNERSHIP, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 28 day of Feb., 2005.

Dolores Darling  
NOTARY PUBLIC

(SEAL)

My commission expires:

April 11 - 2006



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
  )   SS.  
COUNTY OF COOK     )

I, Dolores Darling, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donald Schimek, as the President of HAMMOND/MERCANTILE COLD STORAGE CORPORATION, an Illinois corporation (formerly known as LAGROU COLD STORAGE CORPORATION), is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

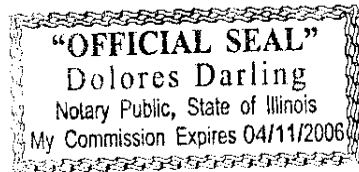
GIVEN under my hand and notarial seal, this 28 day of Feb, 2005.

Dolores Darling  
NOTARY PUBLIC

(SEAL)

My commission expires:

April 11-2006



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
  )   SS.  
COUNTY OF COOK     )

I, Dolores Darling, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donald Schimek, as the President of LAGROU HOLDINGS CO., the general partner of LAGROU AVENUE E LIMITED PARTNERSHIP, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said general partner for the limited partnership, for the uses and purposes therein set forth.

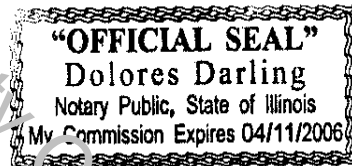
GIVEN under my hand and notarial seal, this 28<sup>th</sup> day of Feb, 2005.

Dolores Darling  
NOTARY PUBLIC

(SEAL)

My commission expires:

April 11-2006



Property of Cook County Clerk's Office





**UNOFFICIAL COPY**EXHIBIT A

PARCEL A: (3534 S. KOSTNER)

PARCEL A1:

THAT PART OF A TRACT OF LAND CONSISTING OF PARTS OF LOTS 5, 6 AND 7 IN COUNTY CLERK'S DIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE CHICAGO AND ILLINOIS WESTERN RAILROAD RIGHT OF WAY, SAID POINT BEING 28.49 FEET SOUTH OF THE EAST AND WEST CENTER LINE OF SAID SECTION 34; THENCE SOUTH ALONG THE EAST LINE OF SAID RIGHT OF WAY, SAID LINE BEING 256.43 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, FOR A DISTANCE OF 400 FEET; THENCE EAST PARALLEL TO SAID EAST AND WEST CENTER LINE OF SECTION 34; FOR A DISTANCE OF 924.06 FEET TO A LINE 144 FEET WEST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 34; THENCE NORTH, ALONG SAID LINE 144 FEET WEST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SECTION 34, FOR A DISTANCE OF 201.77 FEET; THENCE WEST, ALONG A LINE FORMING AN INTERIOR ANGLE OF 89 DEGREES 56 MINUTES 00 SECONDS WITH THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 273.10 FEET; THENCE NORTH TO A POINT ON A LINE 28.49 FEET SOUTH OF AND PARALLEL TO SAID EAST AND WEST CENTER LINE OF SECTION 34, SAID POINT BEING 417.25 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 34, AS MEASURED ALONG SAID LINE 28.49 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTER LINE OF SECTION 34; THENCE WEST, ALONG SAID LINE 28.49 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTER LINE OF SECTION 34, FOR A DISTANCE OF 650.68 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

(EXCEPT THAT PART DESCRIBED AS FOLLOWS:

THAT PART OF LOT 5 IN COUNTY CLERK'S DIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
 COMMENCING AT A POINT ON THE EAST LINE OF CHICAGO AND ILLINOIS WESTERN RAILROAD RIGHT OF WAY, SAID POINT BEING 28.49 FEET SOUTH OF THE EAST AND WEST CENTER LINE OF SAID SECTION 34, THENCE SOUTH ALONG THE EAST LINE OF SAID RIGHT OF WAY, SAID LINE BEING 256.43 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, FOR A DISTANCE OF 400.00 FEET; THENCE EAST, PARALLEL TO SAID EAST AND WEST CENTER LINE OF SECTION 34, FOR A DISTANCE OF 924.06 FEET TO A POINT ON A LINE 144.00 FEET WEST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 34, SAID POINT HEREINAFTER REFERRED TO AS THE POINT OF BEGINNING OF THE FOLLOWING TRACT OF LAND DESCRIBED HEREON; THENCE NORTH ALONG SAID LINE 144.00 FEET WEST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SECTION 34, FOR A DISTANCE OF 201.77 FEET; THENCE WEST, ALONG A LINE FORMING AN INTERIOR ANGLE OF 89 DEGREES, 56 MINUTES 00 SECONDS WITH THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 243.10 FEET TO THE EAST LINE OF AN EASEMENT

**UNOFFICIAL COPY****EXHIBIT A (continued)**

FOR INGRESS AND EGRESS AS CREATED BY GRANT FROM FIRST AMERICAN REALTY COMPANY, A CORPORATION OF DELAWARE, DATED JANUARY 26, 1967 AND RECORDED JANUARY 30, 1967 AS DOCUMENT NO. 20053110; THENCE SOUTH ON SAID EAST LINE OF SAID EASEMENT FOR A DISTANCE OF 201.72 FEET TO A POINT ON THE AFORESAID LINE, PARALLEL WITH THE EAST AND WEST CENTER LINE OF SECTION 34; THENCE EAST ON SAID PARALLEL LINE, FOR A DISTANCE OF 242.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.)

**PARCEL A2:**

THAT PART OF LOT 6 IN COUNTY CLERK'S DIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 34, TOWNSHIP 29 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 34, AFORESAID; THENCE WEST, ALONG THE EAST AND WEST CENTER LINE OF SAID SECTION 34, 1,067.92 FEET, TO THE EAST LINE OF THE CHICAGO AND ILLINOIS WESTERN RAILROAD RIGHT OF WAY; THENCE SOUTH, ALONG SAID EAST LINE 428.49 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH, ALONG THE LAST DESCRIBED COURSE, 47.50 FEET; THENCE NORTHEAST EPLY 50 FEET TO A POINT IN A LINE 428.49 FEET SOUTH OF AND PARALLEL TO SAID EAST AND WEST CENTER LINE OF SECTION 34, SAID POINT BEING 15 FEET EAST OF THE POINT OF BEGINNING THENCE WEST, 15 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL A3:**

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AND PARCEL 2 AFORESAID, AS CREATED BY GRANT FROM FIRST AMERICAN REALTY COMPANY, A CORPORATION OF DELAWARE, DATED JANUARY 26, 1967 AND RECORDED JANUARY 30, 1967 AS DOCUMENT 20053110, IN COOK COUNTY, ILLINOIS.

PARCEL B: (4515 S. RACINE)

**PARCEL B1:**

THAT PART OF LOT 8 IN STOCK YARDS SUBDIVISION OF THE EAST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, INCLUDED WITHIN A PARCEL OF LAND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON A LINE WHICH IS 1122.96 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 OF SECTION 5, AT A POINT THEREON WHICH IS 788.45 FEET NORTH FROM THE SOUTH LINE OF SAID LOT 8, SAID SOUTH LINE BEING IDENTICAL WITH THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5, AND RUNNING THENCE EAST ALONG A LINE, 788.45 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2, A DISTANCE OF 204.84 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 87.85 FEET; THENCE WEST ALONG A LINE 700.60 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2, A DISTANCE OF 204.84 FEET TO ITS INTERSECTION WITH THE SOUTH LINE 1122.96 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 AND THENCE NORTH ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 87.85 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

**UNOFFICIAL COPY****EXHIBIT A (continued)****PARCEL B2:**

THAT PART OF LOT 8 IN STOCK YARDS SUBDIVISION OF THE EAST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID LOT 8, BEING A LINE 1122.96 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 OF SECTION 5, AT A POINT THEREON WHICH IS 411.00 FEET NORTH FROM THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5; AND RUNNING THENCE EAST ALONG A LINE WHICH IS 411.00 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5, A DISTANCE OF 141.75 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 8, A DISTANCE OF 62.00 FEET TO A POINT WHICH IS 349.00 FEET NORTH FROM THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5; THENCE EAST ALONG A LINE 349.00 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5, A DISTANCE OF 452.55 FEET; THENCE NORTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 194.74 FEET A DISTANCE OF 105.17 FEET TO A POINT WHICH IS 376.79 FEET NORTH FROM THE SOUTH LINE AND 831.42 FEET WEST FROM THE EAST LINE OF SAID EAST 1/2 OF SECTION 5; THENCE NORTH ALONG A STRAIGHT LINE, A DISTANCE OF 226.93 FEET TO A POINT WHICH IS 603.72 FEET NORTH FROM THE SOUTH LINE AND 831.13 FEET WEST FROM THE EAST LINE OF SAID EAST 1/2 OF SECTION 5; THENCE NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 478.34 FEET, A DISTANCE OF 270.85 FEET TO A POINT WHICH IS 788.45 FEET NORTH FROM THE SOUTH LINE AND 1023.77 FEET WEST FROM THE EAST LINE OF SAID EAST 1/2 OF SECTION 5; THENCE WEST ALONG A LINE 788.45 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5, A DISTANCE OF 501.77 FEET TO ITS INTERSECTION WITH SAID WEST LINE OF LOT 8 AND THENCE SOUTH ALONG SAID WEST LINE OF LOT 8, A DISTANCE OF 377.45 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PART OF LOT 8 IN STOCK YARDS SUBDIVISION OF THE EAST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, INCLUDED WITHIN A PARCEL OF LAND BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON A LINE WHICH IS 1122.96 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 OF SECTION 5, AT A POINT THEREON WHICH IS 788.45 FEET NORTH FROM THE SOUTH LINE OF SAID LOT 8, SAID SOUTH LOT LINE BEING IDENTICAL WITH THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5, AND RUNNING THENCE EAST ALONG A LINE 788.45 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2, A DISTANCE OF 204.84 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 87.85 FEET; THENCE WEST ALONG A LINE 700.60 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2, A DISTANCE OF 204.84 FEET TO ITS INTERSECTION WITH SAID LINE 1122.26 FEET EAST FROM AND PARALLEL WITH WEST LINE OF SAID EAST 1/2; THENCE NORTH ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 87.85 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

**PARCEL B3:**

EASEMENT FOR THE BENEFIT OF PARCELS B1 AND B2 FOR INGRESS AND EGRESS CREATED BY GRANT DATED MARCH 13, 1978 AND RECORDED MARCH 14, 1978 AS DOCUMENT 24361895 FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OVER AND ACROSS THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE:

**UNOFFICIAL COPY**EXHIBIT A (continued)

A STRIP OF LAND, 20 FEET WIDE, COMPRISED OF A PART OF EACH OF LOTS 8, 10, AND 11 IN STOCK YARDS SUBDIVISION OF THE EAST HALF OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID STRIP OF LAND BEING 10 FEET IN WIDTH ON EACH SIDE OF A CENTER LINE (AND A WESTWARD EXTENSION THEREOF) DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WESTERLY LINE OF SAID LOT 11, WITH A LINE 986.16 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF THE EAST HALF OF SAID SECTION 5, (SAID POINT OF INTERSECTION BEING 124.07 FEET, MEASURED ALONG SAID PARALLEL LINE, EAST FROM THE WEST LINE OF SAID EAST HALF OF SECTION 5), AND RUNNING THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 118.20 FEET; THENCE WESTWARDLY ALONG THE ARC OF A CIRCLE WHICH IS CONVEX TO THE SOUTH, HAS A RADIUS OF 100 FEET AND IS TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 52.36 FEET; THENCE EASTWARDLY ALONG A STRAIGHT LINE, TANGENT TO SAID LAST DESCRIBED COURSE, A DISTANCE OF 20.09 FEET; THENCE EASTWARDLY ALONG THE ARC OF A CIRCLE WHICH IS CONVEX TO THE NORTH, HAS A RADIUS OF 100 FEET AND IS TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 52.36 FEET TO A POINT OF TANGENT ON THE NORTH LINE OF SAID LOT 11; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 11 (SAID NORTH LINE BEING 1023 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID EAST HALF OF SECTION 5) A DISTANCE OF 826.25 FEET; THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 100 FEET, A DISTANCE OF 156.90 FEET TO A POINT OF TANGENT ON A LINE 1285.80 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SAID EAST HALF OF SECTION 5; AND THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE (AND SOUTHWARD EXTENSION THEREOF), A DISTANCE OF 134.73 FEET TO AN INTERSECTION WITH A LINE 788.45 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID EAST HALF OF SECTION 5.

**PARCEL B4:**

EASEMENT FOR THE BENEFIT OF PARCELS B1 AND B2 FOR INGRESS AND EGRESS CREATED BY EASEMENT AGREEMENT RECORDED OCTOBER 22, 1969 AS DOCUMENT 20992913 MADE BY AND BETWEEN THE UNION STOCKYARD AND TRANSIT COMPANY OF CHICAGO, A CORPORATION OF ILLINOIS, AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENTS DATED SEPTEMBER 1, 1965 AND KNOWN AS TRUST NUMBER 22202, AND DATED AUGUST 1, 1968 AND KNOWN AS TRUST NUMBER 27077, OVER AND ACROSS THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

A PARCEL OF LAND IN LOT 2 IN STOCK YARDS SUBDIVISION OF THE EAST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 956.46 FEET NORTH FROM THE SOUTH LINE AND 37.14 FEET EAST FROM THE WEST LINE OF SAID EAST 1/2 OF SECTION 5 AND RUNNING THENCE NORTHWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 33.30 FEET TO A POINT WHICH IS 989.69 FEET NORTH FROM THE SOUTH LINE AND 39.45 FEET EAST FROM THE WEST LINE OF SAID EAST 1/2 OF SECTION 5; THENCE EASTWARDLY ALONG A STRAIGHT LINE A DISTANCE 84.32 FEET TO A POINT 995.32 FEET NORTH FROM THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5 AND ON THE LINE BETWEEN LOTS 11 AND 12 IN SAID STOCK YARD'S SUBDIVISION, (SAID LINE BETWEEN LOTS 11 AND 12 BEING ALSO THE EASTERLY LINE OF THE LANDS OF THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY); THENCE SOUTHWARDLY ALONG THE LINE BETWEEN LOTS 11 AND 12, SAID LINE BEING THE ARC OF A CIRCLE, CONVEX TO THE WEST AND HAVING A RADIUS OF 600 FEET, A DISTANCE OF 33.00 FEET TO A POINT 962.41 FEET NORTH FROM THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5 AND THENCE WESTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 89.00 FEET

A-4

OF SAID SECTION 6, SAID POINT BEING 999.39 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE EAST ON A STRAIGHT LINE PARALLEL TO AND 33 FEET

A-5

**UNOFFICIAL COPY**EXHIBIT A (continued)

SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6, 308 FEET TO THE PLACE OF BEGINNING; IN COOK COUNTY, ILLINOIS

## PARCEL C4:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF WEST PERSHING ROAD WHICH IS 33 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 6, SAID POINT BEING 691.39 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4; THENCE SOUTH ALONG A LINE DRAWN AT RIGHT ANGLES TO THE SAID SOUTH LINE OF WEST PERSHING ROAD A DISTANCE OF 500 FEET MORE OR LESS TO ITS INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 371 FEET, SAID CURVE BEING DRAWN FROM A POINT 573 FEET SOUTH OF THE NORTH LINE AND 860 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4 TO A POINT 325.86 FEET SOUTH OF THE NORTH LINE AND 509.6 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4; THENCE NORTHEASTERLY ALONG SAID CURVED LINE TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 50.07 FEET EAST OF THE AFOREMENTIONED LINE DRAWN AT RIGHT-ANGLES TO THE SAID SOUTH LINE OF WEST PERSHING ROAD; THENCE NORTH ALONG SAID PARALLEL LINE A DISTANCE OF 469.79 FEET MORE OR LESS TO ITS INTERSECTION WITH THE SAID SOUTH LINE OF WEST PERSHING ROAD; THENCE WEST ALONG THE SOUTH LINE OF WEST PERSHING ROAD A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS

## PARCEL C5:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4 OF SECTION 6 FROM A POINT WHICH IS 999.3 FEET WEST OF THE NORTHEAST CORNER THEREOF, WITH THE SOUTH LINE OF THE NORTH 533 FEET OF THE SAID NORTHWEST 1/4; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 533 FEET A DISTANCE OF 308 FEET MORE OR LESS TO ITS INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 371 FEET, THE SAID CURVE BEING DRAWN FROM A POINT 573 FEET SOUTH OF THE NORTH LINE AND 860 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4 TO A POINT 325.86 FEET SOUTH OF THE NORTH LINE AND 509.6 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4; THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED CURVED LINE TO A POINT IN THE SOUTH LINE OF THE NORTH 573 FEET, SAID POINT BEING 860 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH 573 FEET A DISTANCE OF 140.79 FEET MORE OR LESS TO ITS INTERSECTION WITH THE EXTENSION OF THE AFOREMENTIONED LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4; THENCE NORTH ALONG SAID LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4 A DISTANCE OF 40 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS

## PARCEL C6:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4 OF SECTION 6 FROM A POINT WHICH IS 999.3 FEET WEST OF THE NORTHEAST

**UNOFFICIAL COPY**EXHIBIT A (continued)

CORNER THEREOF, WHICH POINT OF BEGINNING IS 393 FEET SOUTH OF THE NORTH LINE OF THE SAID NORTHWEST 1/4 OF SECTION 6; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX TO THE EAST WITH A RADIUS OF 270 FEET AN ARC DISTANCE OF 149.75 FEET MORE OR LESS TO A POINT IN THE SOUTH LINE OF THE NORTH 533 FEET OF THE SAID NORTHWEST 1/4 OF SECTION 6, THE SAID POINT BEGINNING 47.5 FEET WEST OF THE SAID LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 3.72 FEET MORE OR LESS TO A POINT 535.76 FEET SOUTH OF THE NORTH LINE OF THE SAID NORTHWEST 1/4 50 FEET WEST OF THE SAID LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHEAST WITH A RADIUS OF 193.13 FEET AN ARC DISTANCE OF 51.88 FEET MORE OR LESS TO A POINT IN THE SOUTH LINE OF THE NORTH 573 FEET OF THE SAID NORTHWEST 1/4, SAID POINT BEING 85.89 FEET WEST OF THE SAID LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4 THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 573 FEET OF THE SAID NORTHWEST 1/4 A DISTANCE OF 85.89 FEET TO ITS INTERSECTION WITH THE AFOREMENTIONED LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 6; THENCE NORTH ALONG SAID LINE DRAWN AT RIGHT ANGLE A DISTANCE OF 180 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY ILLINOIS.

**UNOFFICIAL COPY****EXHIBIT B**

PARCEL B: (3514 S. KOSTNER)

PARCEL E1:

THAT PART OF A TRACT OF LAND CONSISTING OF PARTS OF LOTS 3, 4, 5, 6, AND THAT PART OF VACATED SOUTH KILBORN AVENUE PER DOCUMENT NO. 6899208 IN COUNTY CLERK'S DIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF CHICAGO AND ILLINOIS WESTERN RAILROAD RIGHT-OF-WAY, SAID POINT BEING 28.49 FEET SOUTH OF THE EAST AND WEST CENTERLINE OF SAID SECTION 34, THENCE NORTH ALONG THE EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 256.43 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 34, FOR A DISTANCE OF 689.20 FEET; THENCE SOUTHEAST 203.96 FEET TO A POINT ON A LINE 460.71 FEET NORTH OF AND PARALLEL TO EAST AND WEST CENTERLINE OF SAID SECTION 34, SAID POINT BEING 40.00 FEET EAST OF THE SAID RIGHT-OF-WAY LINE; THENCE EAST PARALLEL TO SAID EAST AND WEST CENTERLINE OF SAID SECTION 34, FOR A DISTANCE OF 610.49 FEET TO A LINE 417.31 FEET WEST OF AND PARALLEL TO THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 34; THENCE SOUTH, ALONG THE SAID LINE 489.20 FEET TO A POINT ON A LINE, SAID LINE BEING 28.49 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTERLINE OF SAID SECTION 34, THENCE WEST ALONG A LINE 28.49 FEET SOUTH OF AND PARALLEL TO EAST AND WEST CENTERLINE OF SAID SECTION 34, FOR A DISTANCE OF 650.62 FEET, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PARCEL E2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NUMBERS 20053109 AND 20053110 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS

# UNOFFICIAL COPY

## EXHIBIT C LEGAL DESCRIPTION

Lots 1 through 10 and Lots 19 through 26 in Block 1 in Vassar Addition to the City of Rochelle; Also Block 1 and Lots 1 through 6 and Lots 9 through 16 in Block 2 and Lots 1 through 7 in Block 4 in Baxter and Stocking's Addition to the City of Rochelle; ALSO Lots 1 through 14 in Rochelle Union Subdivision in the City of Rochelle; ALSO Lots 5 and 6 in Baxter's Second Addition to the City of Rochelle; ALSO the Southeasterly Half of Lots 2 and 5 and Lots 3 and 4 all in Block 10 of Braiden's 4th Addition to the City of Rochelle; ALSO that part of vacated First Street lying Southerly of the Southerly line of Avenue E and Northerly of the Southerly line of Lot 10 in Block 1 in Vassar Addition extended Northeasterly to the Westerly line of Block 2 in Baxter & Stocking's Addition; ALSO That portion of vacated Avenue F between the Easterly line of First Street and the Easterly line of the alley on the Easterly side of Block 4; that part of the vacated alley in Block 2 lying Northerly of the Southerly line of Lots 6 and 11; That part of the vacated alley along the Easterly side of Block 4, lying Northerly of the Southerly line of Lot 7; all that part of vacated Wood Street lying Southerly of the Southerly line of vacated Avenue F and Northerly of the South line of Lot 7, Block 4 extended Westerly all in Baxter & Stocking's Addition to the City of Rochelle; ALSO Part of the Northeast 1/4 of the Northeast 1/4 of Section 25, in Township 40 North, Range 1 East of the 3rd P.M., situated in the City of Rochelle, in Ogle County, Illinois, described as follows: Beginning at a point on the South line of Avenue E at the Northeast corner of Rochelle Union Subdivision in the City of Rochelle, thence Southerly along the Easterly line of said Subdivision and Southerly extension thereof, to the Northwest corner of Lot 11 in Baxter's 2nd Addition; thence Easterly along the Northerly line of said Baxter's 2nd Addition to the Southwesterly line of the Burlington Northern Railroad; thence Northwesterly along said Southwesterly line of said railroad to the South line of Avenue E; thence Westerly along the Southerly line of Avenue E to the point of beginning, in Ogle County, Illinois.



**UNOFFICIAL COPY****EXHIBIT D**  
**LEGAL DESCRIPTION**

PARCEL 1: THAT PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SAID NORTHWEST 1/4 OF SECTION 13; THENCE NORTH 90 DEGREES 00 MINUTES EAST, ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF SECTION 13, 899.68 FEET TO THE ORIGINAL CENTER LINE OF THE JOLIET AND CHICAGO ROAD; THENCE NORTH 30 DEGREES 38 MINUTES EAST ALONG SAID ORIGINAL CENTER LINE 58.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES WEST, 50 FEET NORTHERLY OF AND PARALLEL WITH THE SAID SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 13, 282.02 FEET; THENCE NORTH 29 DEGREES 39 MINUTES EAST 200 FEET WESTERLY OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WESTERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 66A, 962.42 FEET; THENCE NORTH 58 DEGREES 32 MINUTES EAST 414.06 FEET TO THE SAID WESTERLY RIGHT-OF-WAY LINE OF U.S. ROUTE NO. 66A; THENCE SOUTH 60 DEGREES 21 MINUTES EAST 66.04 FEET TO THE SAID ORIGINAL CENTER LINE OF THE JOLIET AND CHICAGO ROAD; THENCE SOUTH 30 DEGREES 38 MINUTES WEST, ALONG SAID ORIGINAL CENTER LINE 1185.61 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THAT PART OF THE LAND FALLING WITHIN U. S. ROUTE 66A (ALSO KNOWN AS THE JOLIET AND CHICAGO ROAD), PART OF WHICH WAS CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY DOCUMENT R96-022166) IN WILL COUNTY, ILLINOIS.

PARCEL 2: A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 13; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 13 A DISTANCE OF 199 FEET TO A POINT; THENCE NORTH 58 DEGREES 32 MINUTES EAST, A DISTANCE OF 1316.9 FEET TO A POINT THAT IS 200 FEET WESTERLY OF (MEASURED AT RIGHT ANGLES) WITH THE WESTERLY RIGHT-OF-WAY LINE OF U. S. ROUTE 66A (SAID POINT BEING THE NORTHWEST CORNER OF THE LAND CONVEYED BY DOCUMENT NO. R70-16561); THENCE SOUTH 29 DEGREES 39 MINUTES WEST ALONG A LINE THAT IS 200 FEET WESTERLY OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID ROUTE 66A, A DISTANCE OF 962.42 FEET; THENCE EAST ALONG A LINE THAT IS 50 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 13, A DISTANCE OF 282.14 FEET TO THE ORIGINAL CENTER LINE OF THE JOLIET AND CHICAGO ROAD; THENCE SOUTH 30 DEGREES 38 MINUTES WEST ALONG SAID ORIGINAL CENTER LINE A DISTANCE OF 58.13 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 13; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 A DISTANCE OF 899.68 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THAT PART OF THE LAND FALLING WITHIN U. S. ROUTE 66A, (ALSO KNOWN AS THE JOLIET AND CHICAGO ROAD) PART OF WHICH WAS CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY DOCUMENT R96-022166) IN WILL COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 88 DEGREES.26 MINUTES 09 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER 464.53 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 26 MINUTES 09 SECONDS EAST ALONG SAID NORTH LINE 384.22 FEET TO THE WESTERLY LINE OF JOLIET ROAD; THENCE SOUTH 28 DEGREES 04 MINUTES 24 SECONDS WEST ALONG SAID WESTERLY LINE 190.00 FEET; THENCE NORTH 61 DEGREES 55 MINUTES 36 SECONDS WEST 333.95 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THAT PART OF THE LAND FALLING WITHIN U. S. ROUTE 66A (ALSO KNOWN AS THE JOLIET ROAD), PART OF WHICH WAS CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY DOCUMENT R96-022166) IN WILL COUNTY, ILLINOIS.

pin 02-13-104-006 Address: Joliet Road, Bolingbrook, IL

**UNOFFICIAL COPY**EXHIBIT A (continued)

TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PARCEL C: (2102 W. PERSHING)

PARCEL C1:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN A LINE PARALLEL TO AND 33 FEET SOUTH OF THE NORTH LINE AND 641.32 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE SOUTH AT RIGHT ANGLES TO SAID PARALLEL LINE 310 FEET; THENCE EAST ON A LINE PARALLEL TO THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6, A DISTANCE OF 125.93 FEET TO A POINT; THENCE NORTHEASTERLY ON A CURVE CONVEX TO SOUTHEAST WITH A RADIUS OF 371 FEET, A DISTANCE OF 18.36 FEET TO A POINT WHICH IS 125.86 FEET SOUTH OF THE NORTH LINE AND 509.6 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE NORTH ON A LINE AT RIGHT ANGLES TO A LINE PARALLEL TO AND 33 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6, DISTANCE OF 292.86 FEET; THENCE WEST ON LAST DESCRIBED PARALLEL LINE BEING ALSO THE SOUTH LINE OF WEST 39TH STREET, 132.5 FEET TO THE PLACE OF BEGINNING; IN COOK COUNTY, ILLINOIS

PARCEL C2:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 33 FEET SOUTH OF THE NORTH LINE AND 376.32 FEET WEST OF THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE WEST ALONG A LINE 33 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID NORTHWEST 1/4 A DISTANCE OF 132.5 FEET TO A POINT; THENCE SOUTH ALONG A STRAIGHT LINE MAKING AN ANGLE OF 90 DEGREES WITH LAST DESCRIBED LINE A DISTANCE OF 292.86 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX TO THE NORTHWEST WITH A RADIUS OF 300 FEET TO A POINT 132.5 FEET EAST OF THE LAST DESCRIBED STRAIGHT LINE, MEASURED AT RIGHT ANGLES THERETO; SAID POINT BEING 199.19 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID NORTHWEST 1/4; THENCE NORTH ALONG A STRAIGHT LINE A DISTANCE OF 166.19 FEET TO THE PLACE OF BEGINNING; IN COOK COUNTY, ILLINOIS

PARCEL C3:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 33 FEET SOUTH OF THE NORTH LINE AND 691.39 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE SOUTH ON A STRAIGHT LINE AT RIGHT ANGLES TO THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6, 500 FEET; THENCE WEST ON A STRAIGHT LINE PARALLEL TO AND 533 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6, 308 FEET; THENCE NORTH ON A STRAIGHT LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE TO A POINT 33 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SAID SECTION 6, SAID POINT BEING 999.39 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE EAST ON A STRAIGHT LINE PARALLEL TO AND 33 FEET