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This Document Prepared by
and after Recording Return to:

Schwartz, Cooper, Greenberger
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Chicago, Illinois 60601
Att: Diana Y. Tsai, Esq.



Doc#: 0606044066 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/01/2006 02:34 PM Pg: 1 of 12

Doc#: 0604532098 Fee: \$26.00
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Cook County Recorder of Deeds
Date: 02/14/2006 03:10 PM Pg: 1 of 0

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ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (this "Assignment") is made and delivered as of the 29th day of December, 2005, by SSN GROUP LLC, an Illinois limited liability company ("Assignor"), to and for the benefit of FIFTH THIRD BANK (CHICAGO), a Michigan banking corporation, its successors and assigns ("Lender").

RECITALS:

A. Lender has agreed to loan to Assignor the original principal amount of Three Million Five Hundred Twenty Thousand and No/100 Dollars (\$3,520,000) (the "Mortgage Loan"), which Mortgage Loan is evidenced by that certain Promissory Note dated as of even date herewith (as amended, restated, modified or supplemented and in effect from time to time, the "Mortgage Note") made by Assignor in favor of Lender in the original principal amount of the Mortgage Loan and due on December 5, 2010 (the "Mortgage Loan Maturity Date"), except as may be accelerated pursuant to the terms hereof, of the Mortgage Note or of any of the other Loan Documents (as defined below).

B. Pursuant to that certain Loan and Security Agreement dated as of even date herewith executed by and between Chicago American Manufacturing LLC (an Illinois limited liability company ("CAM")) and Lender (as amended, restated, modified or supplemented and in effect from time to time, the "Loan Agreement"), Lender has also agreed to make (i) a term loan to CAM in the original principal amount of One Million One Hundred Seven Thousand Five Hundred Eighty-Eight and No/100 Dollars (\$1,107,588) (the "Term Loan"), as evidenced by that certain Term Note dated as of even date herewith (as amended, restated, modified or supplemented and in effect from time to time, the "Term Note") made by CAM in favor of Lender in the original principal amount of the Term Loan and due on March 5, 2007 (the "Term Loan Maturity Date"), except as may be accelerated pursuant to the terms of the Term Note, the Loan Agreement or any of the other Loan Documents, and (ii) a revolving loan to CAM in the original principal amount of up to Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000) (the "Revolving Loan", and together with the Term Loan, the "Commercial Loans", and the Commercial Loans together with the Mortgage Loan, collectively, the "Loans"), as evidenced by that certain Revolving Note dated as of even date herewith (as amended, restated, modified or supplemented and in effect from time to time, the "Revolving Note", and together

*Re-recorded to reflect Accounting
error at Recorder of Deeds Office*

1ST AMERICAN TITLE Order # 208 297 ncc 242 02C



12

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with the Term Note, the "Commercial Notes", and the Commercial Notes together with the Mortgage Note, collectively, the "Notes") made by CAM in favor of Lender in the original principal amount of the Revolving Loan and due on March 5, 2007 (the "Revolving Loan Maturity Date"), except as may be accelerated pursuant to the terms of the Revolving Note, the Loan Agreement or any of the other Loan Documents. This Assignment, the Mortgage (as defined below), the Notes, the Loan Agreement and all other documents or instruments now or hereafter given to evidence or secure the payment of Loans or delivered to induce Lender to disburse the proceeds of the Loans, as each may be amended, restated, modified or supplemented and in effect from time to time, are collectively referred to herein as the "Loan Documents".

C. A condition precedent to Lender's making of the Mortgage Loan to Assignor and the Commercial Loans to CAM is the execution and delivery by Assignor of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. **Definitions.** All capitalized terms which are not defined herein shall have the meanings ascribed thereto in that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of even date herewith made by Assignor to and for the benefit of Lender (as amended, restated, modified or supplemented and in effect from time to time, the "Mortgage") given as security for the Loans.

2. **Grant of Security Interest.** Assignor hereby grants, transfers, sets over and assigns to Lender, all of the right, title and interest of Assignor in and to (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the land legally described in Exhibit A attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the "Premises"), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases (collectively, "Leases"), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises. This Assignment is an absolute transfer and assignment of the foregoing interests to Lender given to secure:

(a) Payment by Assignor when due of (i) the indebtedness evidenced by the Mortgage Note and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to Lender by Assignor under or with respect to the Loan Documents (as defined in the Mortgage); and (iii) all costs and expenses paid or incurred by Lender in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees;

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(b) Observance and performance by Assignor of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Assignor or any other obligor to or benefiting Lender which are evidenced or secured by or otherwise provided in the Mortgage Note, this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof; and

(c) All obligations and liabilities of Assignor, CAM or Guarantor to or benefiting Lender which are evidenced or secured by or otherwise provided in the Notes, this Assignment, the Mortgage or any of the other Loan Documents.

3. **Representations and Warranties of Assignor.** Assignor represents and warrants to Lender that:

(a) this Assignment, as executed by Assignor, constitutes the legal and binding obligation of Assignor enforceable in accordance with its terms and provisions;

(b) Assignor is the lessor under all Leases;

(c) there is no other existing assignment of Assignor's entire or any part of its interest in or to any of the Leases, or any of the rents, issues, income or profits assigned hereunder, nor has either Assignor entered into any agreement to subordinate any of the Leases or such Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;

(d) Assignor has not executed any instrument or performed any act which may prevent Lender from operating under any of the terms and provisions hereof or which would limit Lender in such operation; and

(e) there are no defaults by the landlord and to Assignor's knowledge, there are no material defaults by tenants under any Leases.

4. **Covenants of Assignor.** Assignor covenants and agrees that so long as this Assignment shall be in effect:

(a) Assignor shall not lease any portion of the Premises unless Assignor obtains Lender's prior written consent to all aspects of such Lease;

(b) Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and Assignor shall not do or suffer to be done anything to impair the security thereof. Assignor shall not (i) release the liability of any tenant under any Lease, (ii) consent to any tenant's withholding of rent or making monetary advances and off-setting the same against future rentals, (iii) consent to any tenant's claim of a total or partial eviction, (iv) consent to a tenant termination or cancellation of any Lease, except as specifically provided therein, or (v) enter into any oral leases with respect to all or any portion of the Premises;

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(c) Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty days in advance of the time when the same shall become due, except for security or similar deposits;

(d) Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents;

(e) Assignor shall not modify the terms and provisions of any Lease, nor shall Assignor give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease, except as expressly permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease, without Lender's prior written consent; provided, however, that Assignor may cancel or terminate any Lease as a result of a material default by the tenant thereunder and failure of such tenant to cure the default within the applicable time periods set forth in the Lease;

(f) Assignor shall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder; any termination fees payable under a Lease for the early termination or surrender thereof shall be paid jointly to Assignor and Lender;

(g) Assignor shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law;

(h) Assignor shall not waive or excuse the obligation to pay rent under any Lease;

(i) Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of Lender, including court costs and reasonable attorneys' fees, in any such action or proceeding in which Lender may appear;

(j) Assignor shall give prompt notice to Lender of any notice of any default by the lessor under any Lease received from any tenant or guarantor thereunder;

(k) Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the tenants and guarantors thereunder and shall immediately notify Lender of any material breach by the tenant or guarantor under any such Lease;

(l) Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;

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(m) Assignor shall not execute hereafter any Lease unless there shall be included therein a provision providing that the tenant thereunder acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to Lender as mortgagee, mortgagee in possession or successor in title to the Premises for accountability for any security deposit required by lessor under such Lease unless such sums have actually been received in cash by Lender as security for tenant's performance under such Lease;

(n) If any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Assignor covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Lender, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Lender. Assignor hereby assigns any such payment to Lender and further covenants and agrees that upon the request of Lender, it will duly endorse to the order of Lender any such check, the proceeds of which shall be applied in accordance with the provisions of Paragraph 8 below; and

(o) Not later than thirty (30) days after the end of each calendar quarter, Assignor shall deliver to Lender a certified rent roll for the Premises as of the last day of such period in a form reasonably satisfactory to Lender.

5. **Rights Prior to Default.** Unless, or until an Event of Default (as defined in Paragraph 6) shall occur, Assignor shall have the right to collect, at the time (but in no event more than thirty days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence of an Event of Default, Assignor's right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to Assignor. Lender shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

6. **Events of Default.** An "Event of Default" shall occur under this Assignment upon the occurrence of (a) a breach by Assignor of any of the covenants, agreements, representations, warranties or other provisions hereof which is not cured or waived within the applicable grace or cure period, if any, set forth in the Mortgage or (b) any other Event of Default, Default or default described in the Mortgage Note, the Mortgage, the Loan Agreement or the other Loan Documents.

7. **Rights and Remedies Upon Default.** At any time upon or following the occurrence of any Event of Default, Lender, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing Assignor or any guarantor of the Notes from any obligation, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Loan Documents:

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obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however, in no event shall Assignor be liable for any liability, loss or damage which Assignor incurs as a result of Lender's gross negligence or willful misconduct. Should Lender incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon Lender for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make Lender responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth herein or in the Mortgage, and no exercise by Lender of any of the rights set forth herein or in the Mortgage shall constitute or be construed as constituting Lender a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by Lender pursuant to the provisions hereof or of the Mortgage.

10. **No Waiver.** Nothing contained in this Assignment and no act done or omitted to be done by Lender pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Lender of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of Lender under the terms and provisions of such instruments, and Lender may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Lender may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

11. **Further Assurances.** Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as Lender may designate) and shall do or cause to be done such further acts, as Lender may request, in order to permit Lender to perfect, protect, preserve and maintain the assignment made to Lender by this Assignment.

12. **Security Deposits.** Assignor acknowledges that Lender has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that Lender assumes no responsibility or liability for any security so deposited.

13. **Severability.** If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Lender and Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

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(a) Declare the unpaid balance of the principal sum of the Notes, together with all accrued and unpaid interest thereon, immediately due and payable;

(b) Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as Lender may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Lender, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which Lender deems necessary or proper;

(c) Either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to Lender, without proof of default hereunder, upon receipt from Lender of written notice to thereafter pay all such rents and other amounts to Lender and to comply with any notice or demand by Lender for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and Assignor shall facilitate in all reasonable ways Lender's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to Lender; and

(d) Make any payment or do any act required herein of Assignor in such manner and to such extent as Lender may deem necessary, and any amount so paid by Lender shall become immediately due and payable by Assignor with interest thereon until paid at the Default Rate and shall be secured by this Assignment.

8. **Application of Proceeds.** All sums collected and received by Lender out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default shall be applied in accordance with the Illinois Mortgage Foreclosure Law (Chapter 735, Sections 5/15-1101 et seq., Illinois Compiled Statutes) and, unless otherwise specified in such act, in such order as Lender shall elect in its sole and absolute discretion.

9. **Limitation of Lender's Liability.** Lender shall not be liable for any loss sustained by Assignor resulting from Lender's failure to let the Premises or from any other act or omission of Lender in managing, operating or maintaining the Premises following the occurrence of an Event of Default. Lender shall not be obligated to observe, perform or discharge, nor does Lender hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of Assignor under or by reason of this Assignment. Assignor shall and does hereby agree to indemnify, defend (using counsel satisfactory to Lender) and hold Lender harmless from and against any and all liability, loss or damage which Lender may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged

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14. **Successors and Assigns.** This Assignment is binding upon Assignor and its legal representatives, successors and assigns, and the rights, powers and remedies of Lender under this Assignment shall inure to the benefit of Lender and its successors and assigns.

15. **Written Modifications.** This Assignment shall not be amended, modified or supplemented without the written agreement of Assignor and Lender at the time of such amendment, modification or supplement.

16. **Duration.** This Assignment shall become null and void at such time as Assignor shall have paid the principal sum of the Mortgage Note, together with all interest thereon, CAM shall have paid the principal sum of the Commercial Notes, together with all interest thereon, and Assignor and CAM shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents.

17. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

18. **Notices.** All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of Assignor and Lender, as the case may be, as specified in the Mortgage.

19. **Waiver of Trial by Jury.** ASSIGNOR AND LENDER (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS ASSIGNMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST LENDER OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

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IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment of Rents and Leases as of the day and year first above written.

SSN GROUP LLC

By: 

Name: MARK A. HERMAN

Title: MANAGER

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Nancy Hopf, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mark Herman, the Manager of SSN GROUP LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Mark Herman appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of the 30th day of December, 2005.

Nancy Hopf
Notary Public



My Commission Expires:

Dec. 17, 2006

Property of Cook County Clerk's Office

East American Inc

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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

Address: 4500 W 147th St
Chicago IL 60632

Pers: 19-03-400-019
19-03-400-033
19-~~03~~-400-193
19-03-400-201

UNOFFICIAL COPY**Legal Description:****PARCEL 1:**

THAT PART OF LOT 'B' IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4, LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED IN BOOK 67 OF PLATS, PAGE 44 ON APRIL 29, 1897 AS DOCUMENT 2530529, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST 47TH STREET (SAID NORTH LINE BEING 33 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 3), WITH THE WEST LINE OF SOUTH KOLIN AVENUE, (A PRIVATE STREET), SAID WEST LINE BEING 236.93 FEET EAST FROM AND PARALLEL WITH THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 3; THENCE NORTH ALONG WEST LINE OF KOLIN AVENUE TO ITS INTERSECTION WITH A LINE 358.55 FEET NORTH FROM AND PARALLEL WITH SAID SOUTH LINE OF SECTION 3; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE TO A POINT OF CURVE, WHICH IS 550.41 FEET WEST OF SAID NORTH AND SOUTH CENTERLINE OF SECTION 3; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 312.93 FEET AND BEING TANGENT TO LAST DESCRIBED LINE AT SAID POINT OF CURVE, AN ARC DISTANCE OF 104.61 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 883.18 FEET AND HAVING COMMON TANGENT LINE WITH THE LAST DESCRIBED CURVED LINE AT SAID POINT OF COMPOUND CURVE, AN ARC DISTANCE OF 77.03 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHWEST AND A RADIUS OF 311.22 FEET AND HAVING A COMMON TANGENT WITH THE LAST DESCRIBED CURVED LINE AT SAID POINT OF COMPOUND CURVE, AN ARC DISTANCE OF 286.65 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE WESTERLY BOUNDARY LINE AT THIS POINT TO THE PARCEL OF LAND CONVEYED BY THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY TO THE FIRST NATIONAL BANK OF CHICAGO BY DEED DATED MARCH 6, 1951 AND RECORDED MARCH 8, 1951 IN BOOK 46556 AT PAGE 458 AS DOCUMENT 15026337, SAID POINT INTERSECTION, BEING 2046.42 FEET SOUTH OF THE EAST AND WEST CENTERLINE SAID SECTION 3; THENCE SOUTH ALONG SAID WESTERLY BOUNDARY LINE OF THE CHICAGO RIVER AND INDIANA RAILROAD AS CONVEYED TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 525.71 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 3 AND SAID POINT OF INTERSECTION, BEING 898.02 FEET WEST OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 80 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE 978.82 FEET WEST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTERLINE OF SECTION 3; THENCE SOUTH ALONG LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH SAID NORTH LINE OF WEST 47TH STREET; THENCE EAST ALONG SAID NORTH LINE OF WEST 47TH STREET, A DISTANCE OF 1215.75 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, EXCEPTING THEREOF THAT PART OF SAID LOT 'B', DESCRIBED AS FOLLOWS:

BEGINNING AT INTERSECTION OF THE NORTH LINE OF WEST 47TH STREET (SAID NORTH LINE BEING 33 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 3), WITH THE WEST LINE OF SOUTH KOLIN AVENUE, (A PRIVATE STREET), SAID WEST LINE BEING 235.93 FEET EAST FROM AND PARALLEL WITH THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 3; AND RUNNING THENCE WEST ALONG SAID NORTH LINE OF WEST 47TH STREET, A DISTANCE OF 332.31 FEET TO AN INTERSECTION WITH A LINE 95.38 FEET WEST FROM AND PARALLEL WITH SAID NORTH AND SOUTH CENTERLINE OF SECTION 3; THENCE NORTH ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 305.55 FEET TO AN INTERSECTION WITH A LINE 338.55 FEET NORTH FROM AND PARALLEL WITH SAID SOUTH LINE OF SECTION 3; THENCE EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 332.31 FEET TO AN INTERSECTION WITH SAID WEST LINE OF SOUTH KOLIN AVENUE; AND THENCE SOUTH ALONG SAID WEST LINE OF SOUTH KOLIN AVENUE, A DISTANCE OF 305.55 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT AND DECLARATION OF EASEMENT BY AND BETWEEN READY METAL MANUFACTURING COMPANY AND CHICAGO PACKAGING COMPANY RECORDED NOVEMBER 3, 1988 AS DOCUMENT 88507887.