

# UNOFFICIAL COPY

Prepared by and after recording  
Return to:

Sachnoff & Weaver, Ltd.  
10 S. Wacker Drive  
Suite 4000  
Chicago, IL 60606-7507  
Attention: Marilyn Dunn



Doc#: 0616335341 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/12/2006 01:32 PM Pg: 1 of 12

2092

## DECLARATION OF EASEMENT FOR INGRESS AND EGRESS

FOR RECORDER'S USE ONLY

This Declaration of Easement for Ingress and Egress (the "Easement") is made this 17<sup>th</sup> day of June, 2006, by Chicago Title and Trust Company as Trustee under Trust Agreement dated September 1, 1997 and known as Trust Number 1104852 as owner of the property described on Exhibit A attached hereto and made a part hereof (the "Burdened Parcel") for the benefit of Iron Mountain Information Management Inc., a Delaware corporation, its successors and assigns ("Grantee") and for the benefit of the property described on Exhibit B attached hereto and made a part hereof (the "Benefited Parcel").

834 20 35

### WITNESSETH:

WHEREAS, Grantor is the fee simple owner of the Burdened Parcel and Grantee is the fee simple owner of the Benefited Parcel; and

WHEREAS the owner of the Benefited Parcel desires to have rights of ingress and egress for vehicular traffic on, over, across and through a portion the Burdened Parcel described herein for access to the Benefited Parcel; and

WHEREAS, Grantor desires to grant the Grantee an easement for vehicular ingress and egress on, over, across and through a portion of Grantor's property described herein.

NOW, THEREFORE, for the amount of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Grantor hereby grants to Grantee, its successors and assigns, for the benefit of the Benefited Parcel and for the benefit of those persons who may from time to time be owners of, tenants on or business invitees or otherwise legally upon the Benefited Parcel, the non-exclusive right of vehicular ingress and egress on, over, across, and through that portion of the Burdened Parcel described as follows:

**Box 400-CTCC**

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A strip of land ten feet (10') wide lying North of and running parallel with, and adjacent to, the railroad tracks situated on the Southerly border of the Burdened Parcel (the "Easement Parcel").

2. Grantor and Grantee agree that the rights granted hereunder shall be subject to existing covenants conditions and restrictions of record, currently existing improvements, and Grantor's use of the Burdened Parcel. Grantor shall have no duty to maintain the Easement Parcel and no duty to keep the Easement Parcel free from debris, snow, ice or any other natural blockage. Nothing herein shall prevent Grantor, its successors and assigns, from using the Easement Parcel for pedestrian and vehicular ingress and egress to Grantor's property so long as said use by Grantor and Grantor's successor and assigns does not interfere with, inhibit or burden Grantee's use of the Easement Parcel pursuant to the terms hereof. It is the intention of the parties that this Easement be for the exclusive benefit of the parties specified herein, their successors, and assigns, and that nothing in this Easement, express or implied, shall be construed to confer or create any rights, benefits, privileges, claims, actions, or remedies in or for the benefit of any other person, any governmental body or agency, or the general public other than the parties specified herein and their successors and assigns.
3. Grantee shall, at its own cost and expense, maintain and repair the Easement Parcel in order to keep such parcel clean, unobstructed, and usable and in a condition at least as good as that which exists on the date hereof. All construction, maintenance and repair shall be made so as to interfere as little as practicable with the operations on the Burdened Parcel.
4. Any notice, demand, request or other communication which may or shall be given or served by one party to the other shall be deemed given or served three (3) business days after the date the same is deposited in the U.S. Mail, certified mail, return receipt requested, postage prepaid, or deemed given or served on the business day following the business day given to a nationally recognized overnight courier service for next business day delivery, and addressed as follows:

If to Grantor: Chicago Title and Trust Company as Trustee under  
Trust Agreement dated September 1, 1997 and  
known as Trust Number 1104852  
c/o Thomas Thompson  
2416 S. Archer  
Chicago, IL 60616

If to Grantee: Iron Mountain Information Management, Inc.  
745 Atlantic Avenue  
Boston, MA 02111  
Attn: \_\_\_\_\_

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Either party may change the address to whom service of notices shall be affected by a notice in conformity with the provisions of this Paragraph 4.

5.
  - a. Paragraphs or sub-paragraphs are used in this Easement solely for the convenience of those examining it and are not to be resorted to as aids in its construction or interpretation.
  - b. This Easement shall be interpreted and construed in accordance with the internal laws of the State of Illinois, without regard to conflict of law rules.
  - c. If any term, covenant or condition of this Easement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Easement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Easement shall be valid and enforceable to the fullest extent permitted by law.
  - d. Grantor and Grantee represents and warrants that each has the full legal power, authority and right to execute and deliver and fully perform under this Easement; the individuals executing this Easement on behalf of Grantor and Grantee have the full legal power and authority to cause it to perform its obligations under this Easement.
6. The rights granted to Grantee under this Easement shall continue undisturbed and in full force and effect and run with the title to the Burdened Parcel from the date hereof in perpetuity until released or abrogated by Grantee, or Grantee's successors and assigns
7. If any action is brought to enforce the provisions of this Easement, the prevailing party in such action, including any appeal, shall be entitled to its reasonable costs and expenses, including, but not limited to, attorneys' fees, for bringing such action.

*Signature Pages Follow*

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IN WITNESS WHEREOF, the Grantor and Grantee have executed this Declaration of Easement for Ingress and Egress as of the day and year first above written.

**GRANTOR:**

See Attached Rider for Trustee's Exoneration Clause

Chicago Title and Trust Company as Trustee  
under Trust Agreement dated September 1,  
1997 and known as Trust Number 1104852  
and not personally

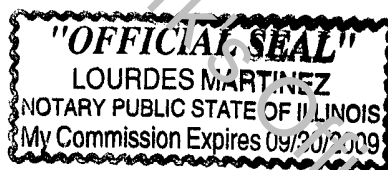
By: Nancy A Carlin  
Name: Nancy A Carlin  
Title: Trust Officer

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK    )

The undersigned, a Notary Public in and for the state and county aforesaid, does hereby certify that Nancy A Carlin, Trust Officer(title) personally known or identified to me to be the same persons whose name(s) is/are subscribed to the foregoing instrument as Trust Officer (title) of said company, appeared before me this day in person and acknowledged that he/she/they signed and delivered said instrument as his/her/their own free and voluntary act and the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6<sup>th</sup> day of June, 2006.

Loures Martinez  
Notary Public  
My Commission Expires:



[INTENTIONALLY LEFT BLANK  
GRANTEE SIGNATURE TO FOLLOW]

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GRANTEE:

IRON MOUNTAIN INFORMATION  
MANAGEMENT, INC.

By: Garry B. Watzke

Name: Garry B. Watzke, Senior Vice President

Title: and General Counsel

STATE OF MASSACHUSETTS  
) SS  
COUNTY OF SUFFOLK )

The undersigned, a Notary Public in and for the state and county aforesaid, does hereby certify that Garry Watzke, personally known or identified to me to be the same person whose name is subscribed to the foregoing instrument as Senior Vice Pres. of said company, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5<sup>th</sup> day of June, 2006.

R. Frederick Lupoly

Notary Public

My Commission Expires: 3/31/11

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**EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 1, 1997 KNOWN AS TRUST NO. 1104852 ATTACHED TO AND MADE A PART OF THAT DECLARATION OF EASEMENT FOR INGRESS AND EGRESS**

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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## EXHIBIT A

### LEGAL DESCRIPTION OF BURDENED PARCEL

#### PARCEL 1:

LOT 18 IN BLOCK 3 IN SOUTH BRANCH ADDITION TO CHICAGO IN SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF SAID LOT 18 HERETOFORE CONVEYED TO THE SANITARY DISTRICT OF CHICAGO, IN COOK COUNTY, ILLINOIS.

ALSO

#### PARCEL 2:

THAT PART OF OGDEN SLIP LYING BETWEEN LOT 1 IN BLOCK 2 IN LOT 18 IN BLOCK 3 OF SAID SOUTH BRANCH ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH WESTERLY LINE OF LOT 18 IN BLOCK 3 AFORESAID EXTENDED WITH THE SOUTHEASTERLY LINE OF LAND CONVEYED TO THE SANITARY DISTRICT OF CHICAGO BY DOCUMENT NO. 3308692; RUNNING THENCE SOUTH WESTERLY ALONG THE SOUTHEASTERLY LINE OF THE AFORESAID LAND CONVEYED TO THE SANITARY DISTRICT OF CHICAGO, A DISTANCE OF 84.68 FEET MORE OR LESS TO THE EASTERLY LINE OF LOT 1 IN BLOCK 2 AFORESAID EXTENDED; THENCE SOUTH EASTERLY ALONG THE NORTH EASTERLY LINE OF LOT 1 AFORESAID AND THE EXTENSION THEREOF, A DISTANCE OF 153.54 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE SOUTH EASTERLY LINE OF LOT 1 AFORESAID, THENCE NORTH EASTERLY 69.23 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE SOUTH WESTERLY LINE OF LOT 18 AFORESAID; THENCE NORTH WESTERLY 192.25 FEET MORE OR LESS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

#### PARCEL 3:

LOTS 1 TO 8 INCLUSIVE AND THE NORTH EASTERLY HALF OF LOT 9 IN BLOCK 2 IN SOUTH BRANCH ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEASTERLY OF DOCK LINE ESTABLISHED BY ORDINANCE PASSED OCTOBER 24, 1946 AND RECORDED DECEMBER 31, 1946 AS DOCUMENT 13967819 WHICH PREMISES ARE ALSO KNOWN AS AND DESCRIBED AS FOLLOWS:



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COMMENCING AT SOUTHEASTERLY CORNER OF LOT 1 IN BLOCK 2, THENCE NORTH WESTERLY ALONG NORTH EASTERLY LINE OF SAID LOT 1 TO ITS INTERSECTION WITH DOCK LINE ESTABLISHED BY ORDINANCE RECORDED AS DOCUMENT 13967819; THENCE SOUTH WESTERLY ALONG SAID DOCK LINE TO ITS INTERSECTION WITH SOUTH WESTERLY LINE OF NORTHEASTERLY HALF OF LOT 9 IN BLOCK 2; THENCE SOUTH EASTERLY ALONG SAID WESTERLY LINE OF SAID NORTH EASTERLY HALF OF LOT 9 TO SOUTH EASTERLY LINE OF SAID LOT 9; THENCE NORTH EASTERLY ALONG SOUTH EASTERLY LINE OF LOTS 9 TO 1 TO PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF LOTS 16 AND 17, IN BLOCK 3, OF SOUTH BRANCH ADDITION TO CHICAGO, IN THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID LOT 17 WITH THE SOUTHEASTERLY LINE OF THE LAND CONVEYED TO THE SANITARY DISTRICT OF CHICAGO BY DOCUMENT NO. 3308692, RECORDED OCTOBER 17, 1902, AND RUNNING THENCE SOUTHEASTWARDLY ALONG SAID SOUTHWESTERLY LINE OF LOT 17, A DISTANCE OF 82.18 FEET TO A POINT OF BEGINNING FOR THAT PART OF SAID LOTS 16 AND 17 HEREINAFTER DESCRIBED; THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE WHICH FORMS AN ANGLE TO THE LEFT OF 83 DEGREES 44 MINUTES 00 SECONDS WITH SAID SOUTHWESTERLY LINE OF LOT 17, A DISTANCE OF 83.70 FEET; THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, PERPENDICULAR TO SAID LAST DESCRIBED COURSE, A DISTANCE OF 50.10 FEET; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 78.20 FEET, TO ITS INTERSECTION WITH THE AFORESAID SOUTHWESTERLY LINE OF LOT 17 AND THENCE NORTHWESTWARDLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 17, A DISTANCE OF 50.40 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 5:

AN EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 1 TO 4 ABOVE DESCRIBED, AS CREATED BY DEED FROM THE CUNEO PRESS INC., A CORPORATION OF ILLINOIS, TO EILEEN I. WEISBROD, DATED MAY 31, 1977 AND RECORDED JUNE 1, 1977 AS DOCUMENT 23949913 AND CORRECTED BY DEED RECORDED MAY 19, 1978 AS DOCUMENT 24456351, OVER, ACROSS AND UPON LOTS 13 TO 17 INCLUSIVE IN BLOCK 3 OF SOUTH BRANCH ADDITION TO CHICAGO IN SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL



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MERIDIAN, EXCEPT THAT PORTION DESCRIBED IN PARCEL 4 ABOVE AND EXCEPT THOSE PARTS OF LOTS 14, 15 AND 16 LYING SOUTHEASTERLY OF A STRAIGHT LINE DRAWN FROM A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 16, 80.00 FEET SOUTHWESTERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT 15 TO A POINT IN THE SOUTHEASTERLY LINE OF LOT 14, 25.0 FEET NORTHEASTERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT 15, ALSO EXCEPTING THEREFROM THOSE PARTS OF SAID LOT HERETOFORE CONVEYED TO THE SANITARY DISTRICT OF GREATER CHICAGO, IN SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

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## EXHIBIT B

### DESCRIPTION OF BENEFITED PARCEL

A PARCEL OF LAND SITUATED IN THE CITY OF CHICAGO TO WIT: ALL THAT PART OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THOSE PARTS OF LOTS 3 TO 7, 10 AND 11 IN HART L. STEWART'S SUBDIVISION OF LOTS 11 TO 20 BOTH INCLUSIVE, IN BLOCK 2 IN THE SOUTH BRANCH ADDITION TO SAID CITY OF CHICAGO; THAT PART OF LOTS 1 AND 2 IN DAVID KREIGH'S SUBDIVISION IN THE SOUTH FRACTION OF THE NORTHWEST ¼ OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, THAT PART OF LOTS 21, 22, 23, AND 24 IN ADAM MURRAY'S SUBDIVISION OF LOTS 15 AND 18 IN HIS SECOND SUBDIVISION IN THE MURRAY'S 15 ACRES IN THE SOUTH FRACTION OF THE NORTHWEST ¼ OF SAID SECTION 28; THAT PART OF THE NORTH AND SOUTH VACATED ALLEY 15 FEET IN WIDTH LYING BETWEEN LOTS 21 AND 22 IN SAID ADAM MURRAY'S SUBDIVISION AND THAT PART OF AN EASTERLY AND WESTERLY STRIP OF LAND 30 FEET IN WIDTH LYING ON THE NORTH SIDE OF AND IMMEDIATELY ADJACENT TO THE NORTHERLY LINE OF THE ORIGINAL LOT 15 IN SAID ADAM MURRAY'S SECOND SUBDIVISION AND THE NORTHERLY SIDE OF LOT 2 IN SAID DAVID KREIGH'S SUBDIVISION SAID STRIP OF LAND EXTENDING FROM THE WEST LINE OF SAID SOUTH BRANCH ADDITION TO THE ORIGINAL EAST LINE OF HALSTED STREET, TOGETHER WITH PART OF VACATED WAVER STREET IN SAID CITY OF CHICAGO, ALL OF THE PROPERTY DESCRIBED HEREIN LYING IN THE NORTHWEST ¼ OF SAID SECTION 28, BOUNDED AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN EASTERLY LINE OF SOUTH HALSTED STREET AT SOUTHEAST ANGLE CORNER OF PARCEL OF LAND CONTAINING AN AREA OF 7009 SQUARE FEET MORE OR LESS WHICH HAS BEEN CONVEYED BY SUSQUEHANNA COAL COMPANY TO CITY OF CHICAGO BY THE FIRST PARCEL IN THE DEED BEARING DATE OF JANUARY 24, 1933 DOCUMENT 11428961 (WHICH PLACE OF BEGINNING IS IN THE SOUTHERLY LINE OF LOT 1 OF DAVID KREIGH'S SUBDIVISION AFORESAID AND IN THE GENERAL NORTHERLY LINE OF LAND FORMERLY OWNED BY GULF, MOBILE AND OHIO RAILROAD); THENCE NORTH 0 DEGREES, 54 MINUTES EAST ALONG SAID EAST LINE OF SOUTH HALSTED STREET (WHICH IS THE EAST LINE OF SAID PARCEL OF LAND CONTAINING 7009 SQUARE FEET MORE OR LESS SO CONVEYED TO THE CITY OF CHIAGO), THROUGH SAID LOT 1 IN DAVID KREIGH'S SUBDIVISION, 207.51 FEET TO GENERAL SOUTHERLY LINE OF SOUTH BRANCH OF THE CHICAGO RIVER, AT NORTHEAST ANGLE CORNER OF SAID LAST MENTIONED PARCEL OF LAND; THENCE NORTH 67 DEGREES 52 MINUTES EAST PARTLY THROUGH SAID LOT 1 OF DAVID KREIGH'S SUBDIVISION 41.18 FEET TO AN ANGLE POINT; THENCE NORTH 86 DEGREES 52 MINUTES EAST PARTLY THROUGH LOT 1 AFORESAID AND THROUGH LOT 6 AND PARTLY THROUGH LOT 5, SAID TWO LAST MENTIONED LOTS BEING IN SAID HART L. STEWART SUBDIVISION AFORESAID, 323.94 FEET TO NORTHWEST ANGLE CORNER OF

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PARCEL OF LAND 30 FEET WIDE WHICH WAS CONVEYED BY GRANITE IMPROVEMENT COMPANY TO NOX-RUST CHEMICAL CORPORATION BY DEED BEARING DATE OF MARCH 4, 1952 AS DOCUMENT 15307405 (THE LAST TWO COURSES AND DISTANCES BEING ALONG SAID GENERAL SOUTHERLY LINE OF SOUTH BRANCH OF CHICAGO RIVER); THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER TO THE EASTERLY LINE OF LOT 5 AFORESAID; THENCE EASTERLY ALONG THE SOUTHERLY DOCK LINE OF THE SOUTH BRANCH OF CHICAGO RIVER TO A POINT 79 FEET (MEASURED ALONG SAID DOCK LINE) EASTERLY OF THE INTERSECTION OF THE WEST LINE OF LOT 4 IN SAID H.L. STEWART'S SUBDIVISION WITH SAID DOCK LINE; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE FOR A DISTANCE OF 88 FEET TO A POINT 119 FEET EAST OF THE WEST LINE OF SAID LOT 4 AS MEASURED AT RIGHT ANGLES THERETO; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE AT RIGHT ANGLES TO LAST DESCRIBED LINE FOR A DISTANCE OF 15 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO A POINT IN THE SOUTH LINE OF LOT 3 AFORESAID, WHICH POINT IS 178 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE CONTINUING ON LAST DESCRIBED COURSE EXTENDED TO ITS INTERSECTION WITH A STRAIGHT LINE (SAID STRAIGHT LINE EXTENDS FROM A POINT IN THE NORTH LINE OF LOT 11 IN SAID H.L. STEWART'S SUBDIVISION, SAID POINT BEING 15 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 11, NORTHEASTERLY FOR A DISTANCE OF 292.23 FEET MORE OR LESS TO A POINT WHICH IS 41 FEET NORTH OF THE NORTH LINE OF LOT 26 IN SAID H.L. STEWART'S SUBDIVISION, MEASURED FROM A POINT IN THE NORTH LINE OF SAID LOT 26, 25 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 26); THENCE SOUTHWESTERLY ALONG LAST MENTIONED LINE TO SAID POINT ON THE NORTH LINE OF LOT 11 IN HART L. STEWART'S AND OTHERS SUBDIVISION AFORESAID WHICH IS 15 FEET EASTERLY OF THE NORTHWEST CORNER THEREOF; THENCE SOUTHWESTERLY 87 FEET MORE OR LESS TO A POINT IN THE WEST LINE OF SAID LOT 7 AND THE EAST LINE OF SAID LOT 2, SAID POINT ALSO BEING 24 FEET SOUTHERLY FROM THE NORTHEAST CORNER OF SAID LOT 2 (MEASURED ALONG THE EAST LINE OF SAID LOT 2); THENCE SOUTHWESTERLY 160 FEET MORE OR LESS TO A POINT IN THE WEST LINE OF SAID LOT 21; SAID POINT BEING 28 FEET SOUTHERLY FROM THE NORTHWEST CORNER OF SAID LOT 21 (MEASURED ALONG THE WEST LINE OF SAID LOT 21); (THE LAST FIVE MENTIONED COURSES AND DISTANCES BEING THE SOUTHERLY LINE OF PART OF PARCELS 'A', 'B' AND 'C' AS SHOWN ON THE PRINT OF DRAWING NO. 21471 ATTACHED TO DEED RECORDED AS DOCUMENT 14731252) THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE IF EXTENDED WOULD INTERSECT THE WESTERLY LINE OF LOT 24 IN ADAM MURRAY'S SUBDIVISION OF LOTS 15 AND 18 IN HIS SECOND SUBDIVISION IN THE MURRAY'S 15 ACRES IN SOUTH FRACTIONAL OF THE NORTHWEST ¼ OF SAID SECTION 28; 7 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 24 TO A POINT 74 FEET DISTANT NORTHEASTERLY OF THE WEST LINE OF LOT 24 AFORESAID; THENCE SOUTH 27 DEGREES 51 MINUTES 48 SECONDS EAST, A DISTANCE OF 11.0 FEET; THENCE SOUTH 57 DEGREES 23 MINUTES 00 SECONDS WEST A DISTANCE OF 36.2 FEET; THENCE NORTH 88 DEGREES 59 MINUTES 50 SECONDS WEST A DISTANCE OF 29.0

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FEET TO A POINT ON THE ABOVE DESCRIBED STRAIGHT LINE THAT IS 11.0 FEET NORTHEASTERLY OF THE WEST LINE OF LOT 24 AFORESAID (AS MEASURED ALONG SAID STRAIGHT LINE); THENCE SOUTHWESTERLY ALONG SAID STRAIGHT LINE A DISTANCE OF 11.0 FEET TO THE EASTERLY LINE OF SOUTH HALSTED STREET (BEING ALSO THE WEST LINE OF LOTS 22 TO 24 IN ADAM MURRAY'S SECOND SUBDIVISION AFORESAID); (THE LAST 5 MENTIONED COURSES AND DISTANCES BEING THE SOUTHERLY LINES OF PART OF PARCEL 'B' AND THE EASTERLY AND SOUTHERLY LINES OF PARCEL 'D' AS SHOWN ON PRINT OF DRAWING NO. 21471 ATTACHED TO DEED RECORDED AS DOCUMENT 14731252); THENCE NORTH ALONG THE WEST LINE OF SAID LOTS 24, 23, AND 22 AND ALONG THE ORIGINAL EAST LINE OF SAID HALSTED STREET, TO THE SOUTHERLY LINE OF THE PARCEL OF LAND CONVEYED BY THE SUSQUEHANNA COAL COMPANY TO THE CITY OF CHICAGO BY DOCUMENT 11428961; THENCE EASTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY BEING ALSO THE NORTHERLY LINE OF SAID STRIP OF LAND 30 FEET IN WIDTH, A DISTANCE OF 34.26 FEET MORE OR LESS, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART OF THE LAND CONDEMNED FOR PUBLIC HIGHWAY KNOWN AS I-90/94 BY JUDGMENT ORDER ENTERED MAY 18, 1987 IN CASE NO. 86L50817).

§1N: 17-28-111-001-0000 ; 17-28-111-023-0000  
 17-28-111-025-0000 ; 17-28-111-026-0000  
 17-28-111-028 ; 17-28-111-031-0000  
 17-28-111-032-0000 ; 17-28-111-033-0000