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Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
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This instrument was prepared  
by and after recording should  
be returned to:

Douglas J. Hatlestad  
Bell, Boyd & Lloyd LLC  
70 West Madison Street  
Suite 3100  
Chicago, IL 60602

792075702K W

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(This Space For Recorder's Use Only)

FIRST AMENDMENT TO AMENDED AND RESTATED SECOND MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED SECOND MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Amendment") is made as of August 29, 2006 by OGDEN AVENUE PROPERTIES, LLC, an Illinois limited liability company (the "Mortgagor"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association doing business in Chicago, Illinois ("Mortgagee").

RECITALS

A. Mortgagor is the owner of fee title to the real estate legally described in EXHIBIT A attached hereto and made a part hereof (the "Land"). Mortgagor leased the Land to a related entity, Ogden Avenue Materials, Inc. ("Ogden"), pursuant to that certain Lease dated July 23, 2001 between Mortgagor, as Landlord, and Borrower, as Tenant (the "Lease").

B. Ogden and Mortgagee entered into a Loan and Security Agreement dated July 23, 2001 (the "Original Loan Agreement"), pursuant to which Mortgagee agreed, among other things, to lend Ogden the principal amount of TWO MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$2,800,000) (the "Ogden Term Loan") for the purpose of funding the acquisition of certain equipment by Mortgagor to be located on the Real Estate. As evidence of the Ogden Term Loan, Ogden executed and delivered to Mortgagee a Term Note dated July 23, 2001 (the "Ogden Term Note"), with a final payment of all principal and interest (accruing at a fixed rate) due and payable on July 23, 2006, subject to acceleration as provided in the Ogden Term Note.

15/8

Box 400-CTCC

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C. The Ogden Term Loan is secured by a Second Mortgage, Security Agreement and Financing Statement, dated July 23, 2001 and recorded July 31, 2001 with the Cook County Recorder's Office as Document 0010689446 (the "Original Mortgage"), an Assignment of Rents and Leases, an Environmental Indemnity Agreement, a Payment Guaranty and such other additional Collateral as defined and described in the Original Loan Agreement (collectively, with all other documents and instruments executed and delivered in connection with the Ogden Term Loan, the "Original Loan Documents").

D. Ogden and Mortgagee have entered into an Amended and Restated Loan and Security Agreement dated August 11, 2005 (the "Ogden Loan Agreement"), pursuant to which Mortgagee agreed, among other things, to lend Ogden the principal amount of TWO MILLION DOLLARS (\$2,000,000) (the "Ogden Revolving Loan", and together with the Ogden Term Loan, the "Ogden Loan") in addition to the Ogden Term Loan. Initially capitalized terms used in this Mortgage and not expressly defined herein have the meanings given them in the Ogden Loan Agreement. As evidence of the Ogden Revolving Loan, Ogden executed and delivered to Mortgagee a Third Amended and Restated Revolving Note August 11, 2005 (the "Ogden Revolving Note", and together with the Ogden Term Note, the "Ogden Note"), with a final payment of all principal and interest (accruing at a variable rate) due and payable on June 30, 2006, subject to acceleration as provided in the Ogden Revolving Note. The Ogden Note together with all other documents and instruments executed and delivered in connection with the Ogden Loan, shall hereinafter be the "Ogden Loan Documents".

E. Bigane Paving Co., an Illinois corporation ("Bigane"), another entity related to Mortgagor, and Mortgagee have entered into an Amended and Restated Loan and Security Agreement August 11, 2005 (the "Bigane Loan Agreement"), pursuant to which Mortgagee agreed, among other things, to lend Bigane the principal amount of FOUR MILLION DOLLARS (\$4,000,000) (the "Bigane Revolving Loan") and the principal amount of ONE MILLION DOLLARS (\$1,000,000) (the "Bigane Term Loan", and together with the Bigane Revolving Loan, the "Bigane Loan"). As evidence of the Bigane Revolving Loan, Bigane executed and delivered to Mortgagee (1) a Second Amended and Restated Revolving Note dated August 11, 2005 (the "Bigane Revolving Note"), with a final payment of all principal and interest (accruing at a variable rate) due and payable on June 30, 2006, subject to acceleration as provided in the Ogden Revolving Note, and (2) a Term Note dated July 23, 2001 (the "Bigane Term Note", and together with the Bigane Revolving Note, the "Bigane Note"), with a final payment of all principal and interest (accruing at a variable rate) due and payable on July 23, 2006, subject to acceleration as provided in the Bigane Term Note. The Bigane Note together with all other documents and instruments executed and delivered in connection with the Bigane Loan, shall hereinafter be the "Bigane Loan Documents".

F. Reliable Ogden LLC, an Illinois limited liability company ("Reliable", and together with Ogden and Bigane, collectively, "Borrower"), another entity related to Mortgagor, and Mortgagee have entered into a Loan and Security Agreement dated August 11, 2005 (the "Reliable Loan Agreement", and together with the Ogden Loan Agreement and the Bigane Loan Agreement, the "Loan Agreement"), pursuant to which Mortgagee agreed, among other things, to lend Ogden the principal amount of ONE MILLION DOLLARS (\$1,000,000) (the "Reliable Loan", and together with the Ogden Loan and the Bigane Loan, the "Loan"). As evidence of the Reliable Loan, Reliable has executed and delivered to Mortgagee a Revolving Note dated August 11, 2005 (the "Reliable Note", and together with the Ogden Note and the Bigane Note, the "Note"), with a final payment of all principal and interest (accruing at a variable rate) due and payable on June 30, 2006, subject to acceleration as provided in the Reliable Note. The Reliable Note together with all other documents and instruments executed and delivered in

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connection with the Reliable Loan, shall hereinafter be the "Reliable Loan Documents", and together with the Ogden Loan Documents and the Bigane Loan Documents, the "Loan Documents".

G. Mortgagor and Mortgagee entered into an Amended and Restated Second Mortgage, Security Agreement and Financing Statement dated August 11, 2005 (the "Mortgage") to amend and restated the Original Mortgage in its entirety.

H. (i) Bigane and Mortgagee have agreed to increase the "Revolving Loan Commitment" (as such term is defined in the Bigane Loan Agreement, the "Bigane Revolving Loan Commitment") from \$4,000,000 to \$6,000,000, and (ii) Ogden and Mortgagee have agreed to increase the "Revolving Loan Commitment" (as such term is defined in the Ogden Loan Agreement, the "Ogden Revolving Loan Commitment") from \$2,000,000 to \$3,000,000 (collectively, the "Commitment Increases").

I. As a condition to the Commitment Increases, Mortgagee has required that the Existing Mortgage be amended to secure the entire Loan as increased by the Commitment Increases. In order to accomplish this amendment, Mortgagee and Mortgagor are hereby amending, restating and superseding in its entirety the Existing Mortgage.

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby agrees to and for the benefit of Mortgagee as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein and made a part hereof and are acknowledged by Mortgagor to be true and correct.

2. **Defined Terms.** Capitalized terms used but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement.

3. **Notice of Additional Indebtedness.** In addition to the loans described in the Mortgage, Mortgagee and the Lenders have agreed to (i) increase the Bigane Revolving Loan Commitment from \$4,000,000 to \$6,000,000, and (ii) increase the Ogden Revolving Loan Commitment from \$2,000,000 to \$3,000,000. The increased Bigane Revolving Loan Commitment and the Ogden Revolving Commitment are evidenced by notes. Mortgagor intends that the Mortgage shall secure the Loans up to the increased aggregate amount of the Bigane Revolving Loan Commitment and the Ogden Revolving Commitment, in addition to the other indebtedness described in the Mortgage.

4. **Amendments to Mortgage.** The Section 1 of the Mortgage is amended by adding the following sentence at the end of the such Section:

The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at one time shall not exceed the sum of (i) \$13,800,000.00, plus (ii) interest thereon, plus (iii) all costs and expenses incurred by Mortgagee in enforcing its rights and remedies under this Mortgage.

5. **Ratification of Mortgage.** Mortgagor ratifies, reaffirms and confirms each and every one of its obligations and agreements under the Mortgage, and agrees that such obligations and agreements shall continue in full force and effect and extend to the Loan.

6. **References.** Mortgagor agrees that all references in the Mortgage to (i) the Loan Agreement shall be deemed to refer to the Loan Agreement as amended, modified, supplemented or restated from time to time and (ii) a term defined in the Loan Agreement shall be deemed to refer to such

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defined term, as amended by any and all amendments to, modifications of, supplements to and restatements of the Loan Agreement entered into between Mortgagor and Mortgagee from time to time.

7. **No Defenses.** Mortgagor acknowledges and agrees that as of the date of this Amendment it has no defense, offset or counterclaim with respect to the payment of any sum owed to Mortgagee, or with respect to the performance or observance of any warranty or covenant contained in the Mortgage or the other Loan Documents heretofore, now or hereafter executed and delivered in connection therewith.

8. **Reliance.** Mortgagor acknowledges that Mortgagee is relying on this Amendment in entering into the Loan Agreement.

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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

THAT PART OF THE CHICAGO NORTHWESTERN RAILROAD COMPANY, BLOCKS 2, 3, 4 AND 8 IN WRIGHT'S ADDITION TO CHICAGO, VACATED NORTH PEORIA STREET (FORMERLY DIX) VACATED BY CIRCUIT COURT DECREE NO. 165420 AND DOCUMENT NO. 14817346, WITH VACATED NORTH OGDEN AVENUE, WEST CHESTNUT STREET, NORTH SANGAMON STREET AND NORTH PEORIA STREET, ALL VACATED PER JOURNAL OF CITY COUNCIL OF CHICAGO, PAGES 73201 - 73206, DATED JULY 8, 1908, IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF VACATED FRONT STREET, AS SAID FRONT STREET WAS ORIGINALLY LOCATED AND ESTABLISHED, WITH THE WEST LINE OF HALSTED STREET AS SAID HALSTED STREET WAS ORIGINALLY LOCATED AND ESTABLISHED; THENCE NORTH 0 DEGREES 09 MINUTES 44 SECONDS EAST, 62.0 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 16 SECONDS EAST, 8.0 FEET; THENCE NORTH 0 DEGREES 09 MINUTES 44 SECONDS EAST, 45.63 FEET TO THE SOUTHERLY LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE NORTH 73 DEGREES 56 MINUTES 56 SECONDS WEST ALONG SAID RIVER, 405.24 FEET; THENCE NORTH 51 DEGREES 20 MINUTES 48 SECONDS WEST ALONG SAID RIVER, 93.58 FEET; THENCE NORTH 40 DEGREES 42 MINUTES 58 SECONDS WEST ALONG SAID RIVER, 48.77 FEET TO POINT OF BEGINNING; THENCE SOUTH 49 DEGREES 05 MINUTES 34 SECONDS WEST, 256.65 FEET; THENCE SOUTH 11 DEGREES 48 MINUTES 27 SECONDS WEST, 70.58 FEET TO A LINE 15.0 FEET NORTHEASTERLY OF THE CENTER LINE OF I.C.C. TRACKS NUMBERS 2 AND 70 AS NOW LOCATED; THENCE NORTH 64 DEGREES 40 MINUTES 30 SECONDS WEST ALONG A LINE 15.0 FEET NORTHEASTERLY OF SAID TRACKS, 49.41 FEET TO THE EAST LINE OF N. LESSING STREET; THENCE NORTH 0 DEGREES 14 MINUTES 31 SECONDS EAST ALONG SAID EAST LINE 272.74 FEET TO THE NORTHEASTERLY LINE OF N. PEORIA ST.; THENCE NORTH 49 DEGREES 37 MINUTES 29 SECONDS WEST ALONG SAID NORTHEASTERLY LINE, 89.86 FEET TO THE NORTH LINE OF W. CHESTNUT STREET; THENCE NORTH 89 DEGREES 19 MINUTES 41 SECONDS WEST ALONG SAID NORTH LINE 328.59 FEET TO THE SOUTHEASTERLY LINE OF N. OGDEN AVENUE; THENCE SOUTH 40 DEGREES 21 MINUTES 48 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE 98.07 FEET TO THE EAST LINE OF LOT 1 IN BLOCK 8 EXTENDED NORTH; THENCE NORTH 0 DEGREES 16 MINUTES 37 SECONDS EAST ALONG SAID EAST LINE EXTENDED NORTH, 35.46 FEET TO THE CENTER LINE OF W. CHESTNUT STREET; THENCE NORTH 89 DEGREES 19 MINUTES 41 SECONDS WEST ALONG SAID CENTER LINE, 40.50 FEET TO THE CENTER LINE OF NORTH OGDEN AVENUE; THENCE NORTH 40 DEGREES 21 MINUTES 48 SECONDS EAST ALONG SAID CENTER LINE 502.91 FEET TO THE SOUTHWESTERLY LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTH 48 DEGREES, 48 MINUTES 28 SECONDS EAST ALONG SAID RIVER, 69.01 FEET; THENCE SOUTH 43 DEGREES 31 MINUTES 40 SECONDS EAST ALONG SAID RIVER, 241.50 FEET; THENCE SOUTH 40 DEGREES 42 MINUTES 58 SECONDS

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EAST ALONG SAID RIVER, 320.13 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE EASEMENT AGREEMENT DATED DECEMBER 24, 1998 AND RECORDED DECEMBER 24, 1998 AS DOCUMENT 08171345 MADE BY AND BETWEEN CHICAGO PAPERBOARD CORPORATION AND THE PAL GROUP, INC. FOR THE PURPOSE OF CREATING A SHARED PRIVATE DRIVEWAY OVER THE FOLLOWING DESCRIBED LAND:

BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF WEST CHESTNUT STREET AND NORTH OGDEN AVENUE; THENCE NORTH 89 DEGREES 19 MINUTES 41 SECONDS WEST ALONG SAID CENTERLINE OF WEST CHESTNUT STREET, 19.49 FEET TO A LINE 15.00 FEET NORTHWESTERLY AT RIGHT ANGLES TO THE CENTERLINE OF NORTH OGDEN AVENUE; THENCE NORTH 40 DEGREES 21 MINUTES 48 SECONDS EAST AND PARALLEL TO THE CENTERLINE OF NORTH OGDEN AVENUE, 417.66 FEET TO A POINT OF A CURVE; THENCE NORTHWESTERLY ALONG THE CURVE HAVING A RADIUS OF 50.00 FEET CONVEX TO THE NORTHWEST, 141.84 FEET TO THE CENTERLINE OF NORTH OGDEN AVENUE; THENCE SOUTH 40 DEGREES 21 MINUTES 48 SECONDS WEST 502.91 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

THAT PART OF THE CHICAGO NORTHWESTERN RAILROAD COMPANY, BLOCKS 2, 3, 4 AND 8 IN WRIGHT'S ADDITION TO CHICAGO, VACATED NORTH PEORIA STREET (FORMERLY DIX STREET) VACATED BY CIRCUIT COURT DECREE NO. 165420 AND RECORDED AS DOCUMENT NO. 14317346, TOGETHER WITH VACATED NORTH OGDEN AVENUE, WEST CHESTNUT STREET, NORTH SANGAMON STREET AND NORTH PEORIA STREET, VACATED PER JOURNAL OF CITY COUNCIL OF CHICAGO, PAGES 73201-73206, DATED JULY 8, 1998, IN THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST CHESTNUT STREET AND THE EAST LINE OF NORTH SANGAMON STREET; THENCE NORTH 0 DEGREES 16 MINUTES 37 SECONDS EAST ALONG SAID EAST LINE, 72.24 FEET TO THE SOUTHWESTERLY LINE OF NORTH PEORIA STREET; THENCE NORTH 49 DEGREES 37 MINUTES 29 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE, 43.40 FEET TO THE SOUTHEASTERLY LINE OF NORTH OGDEN AVENUE; THENCE SOUTH 40 DEGREES 21 MINUTES 48 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE, 129.90 FEET TO THE NORTH LINE OF WEST CHESTNUT STREET; THENCE SOUTH 89 DEGREES 19 MINUTES 41 SECONDS EAST ALONG SAID NORTH LINE 116.86 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

PINs: 17-05-413-016; 17-05-421-001; 17-05-425-001; 17-05-425-003; 17-05-425-004; 17-05-425-005; 17-05-425-006; 17-05-425-011; 17-05-425-012; and 17-05-425-016

Common Address: 931 North Ogden Avenue, Chicago, Illinois

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This instrument was prepared by and after recording should be returned to:

Douglas J. Hatlestad  
Bell, Boyd & Lloyd LLC  
70 West Madison Street  
Suite 3100  
Chicago, IL 60602

## SECOND AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LEASES

THIS SECOND AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LEASES (this "Assignment") is made as of this 29<sup>th</sup> day of August, 2006.

ASSIGNOR: OGDEN AVENUE PROPERTIES LLC, an Illinois limited liability company ("Assignor").

ASSIGNEE: LASALLE BANK NATIONAL ASSOCIATION, a national banking association ("Assignee").

### ARTICLE 1

#### RECITALS

1.1 Assignor is the owner of fee title to the real estate legally described in EXHIBIT A attached hereto and made a part hereof (the "Land"). Assignor leased the Land to a related entity, Ogden Avenue Materials, Inc. ("Ogden"), pursuant to that certain Lease dated July 23, 2001 between Assignor, as Landlord, and Borrower, as Tenant (the "Lease").

1.2 Ogden and Assignee entered into a Loan and Security Agreement dated July 23, 2001 (the "Original Loan Agreement"), pursuant to which Assignee agreed, among other things, to lend Ogden the principal amount of TWO MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$2,800,000) (the "Ogden Term Loan") for the purpose of funding the acquisition of certain equipment by Assignor to be located on the Real Estate. As evidence of the Ogden Term Loan, Ogden executed and delivered to Assignee a Term Note dated July 23, 2001 (the "Ogden Term Note"), with a final payment of all principal and interest (accruing at a fixed rate) due and payable on July 23, 2006, subject to acceleration as provided in the Ogden Term Note.



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1.3 The Ogden Term Loan is secured by a Second Mortgage, Security Agreement and Financing Statement, dated July 23, 2001 and recorded July 31, 2001 with the Cook County Recorder's Office as Document 0010689446 (the "Original Mortgage"), an Assignment of Rents and Leases dated July 23, 2001 and recorded July 31, 2001 with the Cook County Recorder's Office as Document 0010689447 (the "Original Assignment"), an Environmental Indemnity Agreement, a Payment Guaranty and such other additional Collateral as defined and described in the Original Loan Agreement (collectively, with all other documents and instruments executed and delivered in connection with the Ogden Term Loan, the "Original Loan Documents").

1.4 Ogden and Assignee have entered into an Amended and Restated Loan and Security Agreement dated August 11, 2005 (the "Ogden Loan Agreement"), pursuant to which Assignee agreed, among other things, to lend Ogden the principal amount of TWO MILLION DOLLARS (\$2,000,000) (the "Ogden Revolving Loan", and together with the Ogden Term Loan, the "Ogden Loan") in addition to the Ogden Term Loan. Initially capitalized terms used in this Assignment and not expressly defined herein have the meanings given them in the Ogden Loan Agreement. As evidence of the Ogden Revolving Loan, Ogden executed and delivered to Assignee a Third Amended and Restated Revolving Note dated August 11, 2005 (the "Ogden Revolving Note", and together with the Ogden Term Note, the "Ogden Note"), with a final payment of all principal and interest (accruing at a variable rate) due and payable on June 30, 2006, subject to acceleration as provided in the Ogden Revolving Note. The Ogden Note together with all other documents and instruments executed and delivered in connection with the Ogden Loan, shall hereinafter be the "Ogden Loan Documents".

1.5 Bigane Paving Co., an Illinois corporation ("Bigane"), another entity related to Assignor, and Assignee have entered into an Amended and Restated Loan and Security Agreement dated August 11, 2005 (the "Bigane Loan Agreement"), pursuant to which Assignee agreed, among other things, to lend Bigane the principal amount of FOUR MILLION DOLLARS (\$4,000,000) (the "Bigane Revolving Loan") and the principal amount of ONE MILLION DOLLARS (\$1,000,000) (the "Bigane Term Loan", and together with the Bigane Revolving Loan, the "Bigane Loan"). As evidence of the Bigane Revolving Loan, Bigane executed and delivered to Assignee (1) a Second Amended and Restated Revolving Note dated August 11, 2005 (the "Bigane Revolving Note"), with a final payment of all principal and interest (accruing at a variable rate) due and payable on June 30, 2006, subject to acceleration as provided in the Ogden Revolving Note, and (2) a Term Note dated July 23, 2001 (the "Bigane Term Note", and together with the Bigane Revolving Note, the "Bigane Note"), with a final payment of all principal and interest (accruing at a variable rate) due and payable on July 23, 2006, subject to acceleration as provided in the Bigane Term Note. The Bigane Note together with all other documents and instruments executed and delivered in connection with the Bigane Loan, shall hereinafter be the "Bigane Loan Documents".

1.6 Reliable Ogden LLC, an Illinois limited liability company ("Reliable", and together with Ogden and Bigane, collectively, "Borrower"), another entity related to Assignor, and Assignee have entered into a Loan and Security Agreement dated August 11, 2005 (the "Reliable Loan Agreement", and together with the Ogden Loan Agreement and the Bigane Loan Agreement, the "Loan Agreement"), pursuant to which Assignee agreed, among other things, to lend Ogden the principal amount of ONE MILLION DOLLARS (\$1,000,000) (the "Reliable Loan", and together with the Ogden Loan and the Bigane Loan, the "Loan"). As evidence of the

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Reliable Loan, Reliable has executed and delivered to Assignee a Revolving Note dated August 11, 2005 (the "Reliable Note", and together with the Ogden Note and the Bigane Note, the "Note"), with a final payment of all principal and interest (accruing at a variable rate) due and payable on June 30, 2006, subject to acceleration as provided in the Reliable Note. The Reliable Note together with all other documents and instruments executed and delivered in connection with the Reliable Loan, shall hereinafter be the "Reliable Loan Documents", and together with the Ogden Loan Documents and the Bigane Loan Documents, the "Loan Documents".

1.7. Mortgagor and Mortgagee entered into (i) an Amended and Restated Second Mortgage, Security Agreement and Financing Statement dated August 11, 2005 (the "Existing Mortgage") to amend and restate the Original Mortgage in its entirety, and (ii) an Amended and Restated Assignment of Rents and Leases dated August 11, 2005 (the "Existing Assignment") to amend and restate the Original Assignment in its entirety.

1.8. (i) Bigane and Mortgagee have agreed to increase the "Revolving Loan Commitment" (as such term is defined in the Bigane Loan Agreement, the "Bigane Revolving Loan Commitment") from \$4,000,000 to \$6,000,000, and (ii) Ogden and Mortgagee have agreed to increase the "Revolving Loan Commitment" (as such term is defined in the Ogden Loan Agreement, the "Ogden Revolving Loan Commitment") from \$2,000,000 to \$3,000,000 (collectively, the "Commitment Increases").

1.9 As a condition to various amendments and increases reflected in the Loan Agreement, Assignee has required that the Existing Mortgage be amended to secure the entire Loan as increased by the Commitment Increases. In order to accomplish this amendment, Assignee and Assignor has amended, restated and superseded in its entirety the Existing Mortgage by that certain Amended and Restated Second Mortgage, Security Agreement and Financing Statement of even date herewith (the "Mortgage").

1.10 This Assignment by Assignor to Assignee is given to further secure Borrower's obligations to Assignee under the Loan Documents and is hereby amending, restating and superseding in its entirety the Existing Assignment.

## ARTICLE 2

### DEFINITIONS

The following terms shall have the following meanings herein, unless the context or use requires a different meaning, and such definitions shall be read in the singular or plural as the context requires.

2.1 Lease or Leases: All of the leases, tenancies, licenses, and other agreements, written or otherwise, including all amendments, modifications, extensions, additions, renewals and replacements thereof, granting possession, use, or occupancy of the Property, or a portion thereof, to another, whether now existing or hereafter entered into, notwithstanding the fact that said agreements are not specifically identified herein.

2.2 Rent or Rents: All the rental income, revenues, issues, proceeds, profits, damages, awards, and payments now or hereafter due under the Leases. Without limiting the

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generality of the foregoing, Rents shall include all minimum rent, additional rent, percentage rent, deficiency rent, security deposits, liquidated damages, insurance proceeds, reimbursements, and payments and awards for damages.

2.3 Indebtedness: All or any part of outstanding and unpaid debt of Borrower to Assignee as evidenced by the Note, or that may otherwise be due from Borrower to Assignee under the terms of the Mortgage, Loan Agreement, this Assignment or any other Loan Document.

2.4 Event of Default: (A) Failure of Assignor to make any payment due hereunder within five (5) days of written demand or to cure a non-monetary default hereunder within thirty (30) days of written notice thereof (provided that, if Assignee's security in Assignee's reasonable judgment is not impaired (other than in a de minimis manner) by such non-monetary default and if such non-monetary default cannot reasonably be cured within such 30-day period, Assignor shall have such additional time as may be reasonably necessary to cure such default, but not exceeding an additional thirty (30) days after the expiration of such 30-day period, so long as Assignor is continuously and diligently attempting to complete such cure), or (B) an Event of Default as defined in the Loan Agreement, Note, Mortgage or any other Loan Document.

2.5 Property: As previously defined, includes all improvements, buildings, structures, fixtures, amenities, and personal property, now or hereafter acquired, and now or hereafter located on the land (the "Land") described on Exhibit "A" and used or intended to be used in connection with the use, occupation, or development thereof, and also all easements, rights of way, and appurtenances, now or hereafter existing, acquired in connection with the Land.

2.6 Note, Mortgage and Loan Agreement: As previously defined, includes all subsequent amendments, modifications, extensions, additions, renewals and replacements thereof.

2.7 Loan Documents: The Note, Mortgage, Loan Agreement, this Assignment, the Environmental Indemnity Agreement dated July 23, 2001, as amended, by Borrower and certain other parties for the benefit of Assignee, and any other document evidencing or securing the Indebtedness, which includes security instruments encumbering other property.

2.8 Potential Default: Any event or condition which, with the passage of time or the giving of notice or both would constitute an Event of Default.

2.9 First Mortgage Debt: All or any part of outstanding and unpaid debt of Borrower to the First Mortgagee as evidenced and secured by the First Mortgage.

3.0 First Mortgagee: Assignee.

3.1 First Mortgage: The Mortgage, Security Agreement and Financing Statement dated as of February 6, 2004, by Assignor to and for the benefit of the First Mortgagee.

Initially capitalized terms used but not expressly defined herein have the respective meanings given them in the Loan Agreement.

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## ARTICLE 3

### ASSIGNMENT

3.1 For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for purposes of giving additional continuing security for repayment of the Indebtedness, Assignor hereby absolutely and unconditionally assigns, transfers, sets over and grants to Assignee all of its rights, title and interest in and to the Leases and Rents. This Assignment is a present, absolute and unconditional assignment, effective immediately upon the execution and delivery hereof by Assignor, and not an assignment for additional security only, and the Assignment shall continue in effect until the Indebtedness is finally and irrevocably paid in full. However, so long as no Event of Default, or any Potential Default, shall exist, Assignee hereby grants to Assignor a revocable license to operate and manage the Property and collect the Rents. Upon receipt of written notice to Assignor from Assignee after the occurrence of an Event of Default (other than an Event of Default described under Sections 11.7 or 11.8 of the Loan Agreement) or immediately upon the occurrence of an Event of Default under Sections 11.7 or 11.8 of the Loan Agreement, this license granted to Assignor herein shall be automatically revoked and Assignee shall be entitled to possess and apply the Rents. Any Rents collected after revocation of the license herein granted may be applied toward the payment of the Indebtedness as provided for in the Loan Documents; provided, however, in no event will the assignment pursuant to this Section reduce the Indebtedness except to the extent, if any, that Rents are actually received by Assignee and applied after receipt to the Indebtedness in accordance herewith. In consideration for the granting of said permission, Assignor agrees to use all Rents collected for purposes of making payments due on the First Mortgage Debt and/or the Indebtedness, for paying all taxes and other charges that if not paid would become a lien against the Property, for paying all premiums on insurance policies covering the Property as they become due, and for satisfaction of all its obligations under the Leases, before using the same for any other purpose.

## ARTICLE 4

### WARRANTIES

Assignor represents, warrants and covenants, and so long as the Indebtedness remains unpaid shall be deemed to continuously represent, warrant and covenant that:

4.1 Legal Right and Authority: Assignor has full legal right and authority to execute and deliver this Assignment to Assignee.

4.2 Sole Owner: Assignor is the sole owner of all the landlord's interest in the Leases.

4.3 Valid and Enforceable Leases: Any Leases currently in effect are valid under existing law and fully enforceable against the parties thereto.

4.4 Advance Rent: No Rent has been collected in advance of the time due, except for customary security deposits or one month's rent.

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4.5 Assignment: Assignor has not previously assigned all or any part of the Leases or Rents, nor any right, title or interest therein by an assignment that has not heretofore been released, other than the assignment in favor of the First Mortgagee as security for the First Mortgage Debt.

## ARTICLE 5

### COVENANTS OF ASSIGNOR

5.1 Attorney-in-Fact: Upon the occurrence of an Event of Default, Assignee is hereby appointed attorney-in-fact of Assignor with full power of substitution and with full power and authority to act in the name of Assignor with respect to the subject matter of this Assignment. In connection therewith, in addition to other things deemed necessary by Assignee to effectuate the intent and object of this Assignment, upon the occurrence of an Event of Default, Assignee may, without limitation:

- (a) Demand, recover and receive the Rents, or any part thereof, from any person whomsoever;
- (b) Maintain any and all actions or proceedings to recover the Rents, enforce the Leases, or to remove tenants or occupants from the Property;
- (c) Perform such acts as may be required of Assignor by all Leases, any other tenancy of the Property, any other agreement affecting the Property, or any part thereof and this Assignment;
- (d) Lease the Property, or any part thereof, which is now or may become vacant, for such periods as Assignee may deem proper;
- (e) Perform such acts and execute and/or deliver all papers, leases, licenses, franchises and agreements that may be required in any action or proceeding affecting the Property, and in managing and operating the Property;
- (f) Pay out of the Rents all sums deemed necessary by Assignee for general improvements, tenant improvements, protection, operation, business expense, leasing, managing (whether by retained agent or otherwise), or preservation of the Property, including, without limitation, payment of taxes, assessments, management fees, leasing commissions, utilities, liens, indebtedness, and insurance premiums, and all security, maintenance, and repair charges. If the Rents are not sufficient to cover such payments, together with sums due on the Indebtedness, Assignor will upon demand reimburse Assignee to the extent thereof, together with interest thereon at the Default Rate as defined in the Loan Agreement. The obligation by Assignor to pay such sums to Assignee shall be secured hereby. Nothing contained herein shall in any way obligate Assignee to pay any item listed in this subparagraph (f), to act in any manner on behalf of Assignor, or to relieve Assignor from its duty to perform according to the provisions of the Leases. This Assignment confers upon Assignee a power coupled with an interest and shall be irrevocable so long as the Indebtedness remains unpaid.

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5.2 Duties and Obligations: Assignor will duly perform all the duties and comply with all the obligations, terms and conditions, required of it by the Leases.

5.3 Assignment and Prepayment: Assignor will not, without Assignee's written consent, otherwise assign the Leases or the Rents, nor any part thereof, nor accept prepayments or installments of same before they become due, except that Assignor may accept security deposits and one month's Rent, in advance, from tenants.

5.4 Additional Acts: Assignor will perform all necessary further acts to authorize payment of the Rents to Assignee, and will execute and deliver to Assignee any and all further instruments and perform all further acts requested by Assignee to effectuate the purposes of this Assignment.

5.5 Irrevocable Consent: Assignor irrevocably consents that any tenant, occupant, or other person in possession or occupancy of all or any part of the Property may completely rely upon Assignee's notice of the occurrence of an Event of Default hereunder and the right of Assignee to exercise its rights granted hereby without requirement on the part of such person to independently determine the actual existence of such Event of Default.

5.6 Security Deposits. All security deposits received by Assignor shall be deposited in an escrow account with Assignee.

5.7 New Leases and Modification: Except as provided below, Assignor agrees not to enter into, terminate, default under, add to or except as hereinafter provided, modify or amend any Lease nor give or effect any waiver or concession thereof or thereunder, nor cancel or release any guarantor thereon, in whole or part, nor exercise any option under any Lease, nor, except to the extent provided for in Leases existing as of the date hereof, consent to the assignment of any Lease, or the subletting of the space covered thereby, nor allow any Lease to be merged with any other interest, nor accept the surrender of any Lease, or any of the Property covered thereby without the prior written consent of Assignee; provided, however, that notwithstanding the foregoing, without Assignee's consent Assignor may:

- (a) in the ordinary course of business permit assignments by tenants and subleases; and
- (b) terminate leases in accordance with the terms of the leases, as a result of defaults by tenants or by mutual agreement between Assignor and tenants.

5.8 Surrender of Possession: Upon the occurrence of an Event of Default, upon demand, Assignor shall surrender possession of the Property to Assignee. Upon entry, Assignee may exercise all or any of the rights and powers granted it hereby, but no such entry by or on behalf of Assignee shall be deemed to constitute Assignee a "mortgagee in possession". If Assignor remains in possession of the Property after an Event of Default, its possession shall be as a tenant of Assignee; and Assignor agrees to pay to Assignee, in advance upon demand, a reasonable monthly rental for the Property or part thereof so occupied. This covenant shall, at the option of Assignee, become operative immediately upon the occurrence of an Event of Default, regardless of whether foreclosure proceedings have been instituted or application has been made for the appointment of a receiver.

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5.9 Management and Enforcement: Assignor agrees to manage the Property in accordance with sound business practices, to diligently enforce the Leases and the obligations of any guarantor thereon, to do or cause to be done all of the landlord's obligations thereunder, to do or cause to be done any specific action required by Assignee with respect thereto in furtherance of this Assignment, and not to do nor cause to be done anything to impair the value of the Property, as security for the Indebtedness.

## ARTICLE 6

### MISCELLANEOUS

6.1 Claims Under Lease: Upon the occurrence of an Event of Default, Assignee shall be deemed to be the creditor of all tenants under the Leases with respect to all Assignor's claims against such tenants for damages, and under the Leases; and Assignee shall have the right (but not the obligation) if an Event of Default hereunder exists to file said damage claim or claims under the Leases in all actions or proceedings involving or affecting such tenants, including, without limitation, actions or proceedings involving an assignment for the benefit of creditors, bankruptcy, reorganization, insolvency, dissolution and receivership. Assignor hereby assigns to Assignee all such claims for damages and claims under the Leases, and all money received as a result thereof, provided that so long as no Event of Default has occurred and is continuing, all such sums shall be paid to Assignor. Assignor hereby irrevocably appoints Assignee its attorney-in-fact with full power of substitution, and with full power to make and file such claims, to appear in any such action or proceeding, and to collect all money resulting therefrom or awarded therein.

6.2 Standard Lease: All Leases executed by Assignor shall be on a form approved by Assignee (the "Standard Lease"), and Assignor does not and shall not have the authority to lease all or any part of the Property, except by using the Standard Lease, or by using another lease form previously approved by Assignee; provided that commercially reasonable modifications to the Standard Lease not affecting the business terms or materially modifying the rights or obligations of the parties to the Lease may be made in a Standard Lease to address issues raised in negotiations with the tenant. The lease of all or any part of the Property, including, without limitation, the rent reserved, shall be on commercially reasonable terms, customary for the rental of like space, at like times and terms in the locale where the Property is located. Unless agreed to in writing by Assignee, Assignee shall not be bound, in any way at any time by any lease entered into by Assignor in violation of this paragraph, or in violation of the Mortgage.

6.3 Assignee's Obligation: Notwithstanding any legal presumption or implication to the contrary, Assignee shall not be obligated by reason of its acceptance of this Assignment, nor by the collection of any Rent, to perform any obligation of Assignor as landlord under the Leases, nor shall Assignee be responsible for any act committed by Assignor, or any breach or failure to perform by Assignor with respect to a Lease; and Assignor hereby agrees to indemnify Assignee and save it harmless from and against all losses, liabilities, damages and expenses, including reasonable attorneys' fees, resulting from all claims made against Assignee which arise out of, from or in connection with the Leases, the Property, or this Assignment, except to the extent caused by the gross negligence of Assignee or its agents or contractors. However, Assignee may, at its sole option, upon five (5) days prior written notice to Assignor, and without

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further releasing Assignor from any obligation hereunder, or under the Leases, discharge any obligation which Assignor fails to discharge, including, without limitation, defending any legal action; and Assignor agrees to immediately pay, upon demand, all sums expended by Assignee in connection therewith, including Assignee's costs and expenses, including reasonable attorneys' fees, together with interest thereon at the Default Rate (as defined in the Loan Agreement); and the amount of same shall be added to the Indebtedness. Neither the acceptance of this Assignment, nor the collection of Rent or other sums due or to become due under the Leases, shall constitute a waiver of any right of Assignee under the Note, Mortgage, or any other document or instrument pledging or granting a security instrument in property to secure payment of the Note and the performance of Assignor's obligations thereunder and under the Mortgage.

6.4 Notice of Default. Assignor hereby authorizes Assignee to give written notice of this Assignment at any time to the tenants under the Leases. Notwithstanding any provisions in any Lease to the contrary, all tenants are authorized and directed to pay rent directly to Assignee upon receipt from Assignee of a statement that an Event of Default has occurred hereunder, or under the Note or Mortgage, accompanied by a demand for such payment, without any further proof of such Event of Default.

6.5 Assignee's Liability. Assignee's obligation as to any Rent actually collected shall be discharged by application of such Rent for any of the purposes described in this Assignment (including, without limitation, the purposes listed in the last sentence of Section 3.1 hereof). Assignee shall not be liable for uncollected Rents, nor for any claim for damages or setoff, arising out of Assignee's management of the Property, other than for damages arising from Assignee's gross negligence. Assignee shall not be liable to any tenant for the return of any security deposit made under a Lease, unless Assignee shall actually have received such security deposit from Assignor or such tenant.

6.6 Waiver. The failure on the part of Assignee to exercise any right hereunder shall not operate as a waiver thereof. The waiver of any provision herein by Assignee, or the consent to any departure from any such provision, including, without limitation, the exercise, from time to time, of any right hereunder by Assignee after the occurrence of an Event of Default and the waiver or curing of same, shall not be deemed a waiver of that or any other right at that time, nor a waiver of that or any other right subsequent thereto, but shall be applicable only in the specific instance or for the purpose for which such waiver or consent was given.

6.7 Receiver in Foreclosure. In the event that a receiver shall be appointed for the Property, the rights and powers granted Assignee hereby shall inure to the benefit of such receiver; and shall be construed to be in addition to all rights and powers given receivers under the law of the jurisdiction where the Property are located.

6.8 Taking of Possession and Collection. The taking of possession and collection of Rent by Assignee pursuant hereto shall not be construed to be an affirmation of any Lease, and Assignee, or a purchaser at any foreclosure sale of the Property may, if otherwise entitled to do so, exercise the right to terminate any Lease as though such taking of possession and collection of Rent had not occurred.



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6.9 Extension on Indebtedness. If, at any time or times, the time of payment of the Indebtedness, or any part thereof, is extended, if the Note is renewed, extended, modified or replaced, or if any security for the Note is released, Assignor and all other persons now or hereafter liable on the Indebtedness, or interested in the Property, shall be deemed to have consented to such extension, renewal, modification, replacement, or release, and their liability thereon, the lien hereof, and the rights created hereby shall continue in full force and effect.

6.10 Severability. If any obligation, term, or condition of this Assignment is deemed illegal or unenforceable, all other obligations, terms, and conditions, and the application thereof to all persons and circumstances subject hereto, shall remain unaffected to the extent permitted by law; and if application of any obligation, term, or condition to any person or circumstance is deemed illegal or unenforceable, the application of such obligation, term or condition to any other person or circumstance shall remain unaffected to the extent permitted by law.

6.11 Recording Information. Assignee is authorized to insert in executed copies of this Assignment and in any Uniform Commercial Code financing statement executed in connection herewith or with the Indebtedness, dates, Recorder's File and Instrument Numbers, and other recording information omitted therefrom, notwithstanding the fact that the same may not become available until after the date of the execution of this Assignment; and the Recorder of the County in which the Property are located is authorized to enter a reference to the execution, existence and filing of this Assignment upon its records.

6.12 Subordination. Assignee may consent to the subordination of the Leases to its Mortgage and this Assignment without any further consent being necessary or required on the part of Assignor.

6.13 Assignability. This Assignment shall be binding upon Assignor and its successors and assigns, including any subsequent owner of the Property, and shall inure to the benefit of Assignee and its successors and assigns, including any Assignee of the Note, Loan Agreement and Mortgage. In furtherance and not in limitation of the foregoing, Assignee, as the holder of the Mortgage, shall have the right to assign all of Assignee's right, title and interest in and to the Leases to any subsequent holder of the Mortgage, and also to assign the same to any person acquiring title to the Property through foreclosure or otherwise.

6.14 Validity. The affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee showing that any part of the Indebtedness remains unpaid shall be conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person may and is hereby authorized to rely thereon. Assignor hereby authorizes and directs any tenant, occupant or user of the Property, or any part thereof, upon receipt from Assignee of written notice to the effect that Assignee is then the holder of the Note and that an Event of Default exists thereunder, or under the Mortgage, to perform this Assignment in accordance with the terms hereof for the benefit of Assignee.

6.15 Discharge. This Assignment is given for the purpose of securing Borrowers' and Assignor's performance of all their obligations under the Note, Loan Agreement and Mortgage; and accordingly, upon payment in full of the Indebtedness and the discharge of all Borrower's and Assignor's other obligations under the Note, Loan Agreement and Mortgage, as evidenced

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by the recording of an instrument formally satisfying the Mortgage without the consequent recording of another mortgage covering the Property in favor of Assignee, this Assignment shall automatically become null and void.

6.16 Third Party Reliance. Any third party may rely upon this Assignment upon presentation to them of a copy or facsimile thereof, certified to be an exact, complete, and true copy by an attorney duly admitted to practice law in the jurisdiction where the Property are located; and no revocation or termination hereof, by operation of law or otherwise, shall be effective as to such third party, and such third party may rely fully and completely hereon, unless and until written notice of such revocation or termination is actually received by such third party from Assignee.

6.17 Waiver by Assignee. This Assignment may not be waived, modified, altered, or amended in any manner or form, except by an agreement, in writing, executed by a duly authorized officer of Assignee, which writing shall make specific reference to this Assignment.

6.18 Notices. All notices, waivers, demands, requests or other communications required or permitted hereunder shall unless otherwise expressly provided, be in writing and shall be deemed to have been properly given, served and received as provided in Section 13.17 of the Loan Agreement.

6.19 No Extension of Indebtedness. Nothing contained in this Assignment shall operate as or be deemed to be an extension of time for payment of the Indebtedness, or in any way affect any of Assignee's rights, powers or remedies to enforce payment of the Indebtedness, or any part thereof.

6.20 Cumulative Remedies and Rights. All rights and remedies of Assignee hereunder are cumulative.

6.21 Payments Returned. Assignor agrees that, if at any time all or any part of any payment previously applied by Assignee to the Indebtedness is or must be returned by Assignee -- or recovered from Assignee -- for any reason (including the order of any bankruptcy court), this Assignment shall automatically be reinstated to the same effect as if the prior application had not been made, and, in addition, Assignor hereby agrees to indemnify Assignee against, and to save and hold Assignee harmless from any required return by Assignee -- or recovery from Assignee -- of any such payment because of its being deemed preferential under applicable bankruptcy, receivership or insolvency laws, or for any other reason.

6.22 This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict of laws rules, policies or principles.


6.23 Amendment and Restatement. Assignor and Assignee acknowledge and agree that this Assignment amends, restates and supersedes in its entirety the Original Assignment; provided, however that the Loan Documents, do not and are not intended to constitute a novation of the Original Loan Documents or to in any way impair the priority of the liens and security evidenced by the Original Loan Documents.

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IN WITNESS WHEREOF, Assignor has executed this Assignment the day and year first set forth above.

ASSIGNOR:

OGDEN AVENUE PROPERTIES, LLC, an  
Illinois limited liability company

By:   
Name: Anne Bigane Wilson  
Title: Manager

Property of Cook County Clerk's Office



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## EXHIBIT "A"

### LEGAL DESCRIPTION

#### PARCEL 1:

THAT PART OF THE CHICAGO NORTHWESTERN RAILROAD COMPANY, BLOCKS 2, 3, 4 AND 8 IN WRIGHT'S ADDITION TO CHICAGO, VACATED NORTH PEORIA STREET (FORMERLY DIX) VACATED BY CIRCUIT COURT DECREE NO. 165420 AND DOCUMENT NO. 14817346, WITH VACATED NORTH OGDEN AVENUE, WEST CHESTNUT STREET, NORTH SANGAMON STREET AND NORTH PEORIA STREET, ALL VACATED PER JOURNAL OF CITY COUNCIL OF CHICAGO, PAGES 73201 - 73206, DATED JULY 8, 1998, IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF VACATED FRONT STREET, AS SAID FRONT STREET WAS ORIGINALLY LOCATED AND ESTABLISHED, WITH THE WEST LINE OF HALSTED STREET AS SAID HALSTED STREET WAS ORIGINALLY LOCATED AND ESTABLISHED; THENCE NORTH 0 DEGREES 09 MINUTES 44 SECONDS EAST, 62.0 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 15 SECONDS EAST, 8.0 FEET; THENCE NORTH 0 DEGREES 09 MINUTES 44 SECONDS EAST, 45.63 FEET TO THE SOUTHERLY LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE NORTH 73 DEGREES 56 MINUTES 56 SECONDS WEST ALONG SAID RIVER, 405.24 FEET; THENCE NORTH 51 DEGREES 20 MINUTES 48 SECONDS WEST ALONG SAID RIVER, 93.58 FEET; THENCE NORTH 40 DEGREES 42 MINUTES 58 SECONDS WEST ALONG SAID RIVER, 48.77 FEET TO POINT OF BEGINNING; THENCE SOUTH 49 DEGREES 05 MINUTES 34 SECONDS WEST, 256.65 FEET; THENCE SOUTH 11 DEGREES 48 MINUTES 27 SECONDS WEST, 70.58 FEET TO A LINE 15.0 FEET NORTHEASTERLY OF THE CENTER LINE OF I.C.C. TRACKS NUMBERS 2 AND 70 AS NOW LOCATED; THENCE NORTH 64 DEGREES 40 MINUTES 30 SECONDS WEST ALONG A LINE 15.0 FEET NORTHEASTERLY OF SAID TRACKS, 49.41 FEET TO THE EAST LINE OF N. LESSING STREET; THENCE NORTH 0 DEGREES 14 MINUTES 31 SECONDS EAST ALONG SAID EAST LINE 272.74 FEET TO THE NORTHEASTERLY LINE OF N. PEORIA ST.; THENCE NORTH 49 DEGREES 37 MINUTES 29 SECONDS WEST ALONG SAID NORTHEASTERLY LINE, 89.86 FEET TO THE NORTH LINE OF W. CHESTNUT STREET; THENCE NORTH 89 DEGREES 19 MINUTES 41 SECONDS WEST ALONG SAID NORTH LINE 328.59 FEET TO THE SOUTHEASTERLY LINE OF N. OGDEN AVENUE; THENCE SOUTH 40 DEGREES 21 MINUTES 48 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE 98.07 FEET TO THE EAST LINE OF LOT 1 IN BLOCK 8 EXTENDED NORTH; THENCE NORTH 0 DEGREES 16 MINUTES 37 SECONDS EAST ALONG SAID EAST LINE EXTENDED NORTH, 35.46 FEET TO THE CENTER LINE OF W. CHESTNUT STREET; THENCE NORTH 89 DEGREES 19 MINUTES 41 SECONDS WEST ALONG SAID CENTER LINE, 40.50 FEET TO THE CENTER LINE OF NORTH OGDEN AVENUE; THENCE NORTH 40 DEGREES 21 MINUTES 48 SECONDS EAST ALONG SAID CENTER LINE 502.91 FEET TO THE SOUTHWESTERLY LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTH 48 DEGREES, 48 MINUTES 28 SECONDS EAST ALONG SAID RIVER, 69.01 FEET; THENCE SOUTH 43 DEGREES 31 MINUTES 40 SECONDS EAST ALONG SAID RIVER, 241.50 FEET; THENCE SOUTH 40 DEGREES 42 MINUTES 58 SECONDS EAST ALONG SAID RIVER, 320.13 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

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A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE EASEMENT AGREEMENT DATED DECEMBER 24, 1998 AND RECORDED DECEMBER 24, 1998 AS DOCUMENT 08171345 MADE BY AND BETWEEN CHICAGO PAPERBOARD CORPORATION AND THE PAL GROUP, INC. FOR THE PURPOSE OF CREATING A SHARED PRIVATE DRIVEWAY OVER THE FOLLOWING DESCRIBED LAND:

BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF WEST CHESTNUT STREET AND NORTH OGDEN AVENUE; THENCE NORTH 89 DEGREES 19 MINUTES 41 SECONDS WEST ALONG SAID CENTERLINE OF WEST CHESTNUT STREET, 19.49 FEET TO A LINE 15.00 FEET NORTHWESTERLY AT RIGHT ANGLES TO THE CENTERLINE OF NORTH OGDEN AVENUE; THENCE NORTH 40 DEGREES 21 MINUTES 48 SECONDS EAST AND PARALLEL TO THE CENTERLINE OF NORTH OGDEN AVENUE, 417.66 FEET TO A POINT OF A CURVE; THENCE NORTHWESTERLY ALONG THE CURVE HAVING A RADIUS OF 50.00 FEET CONVEX TO THE NORTHWEST, 141.84 FEET TO THE CENTERLINE OF NORTH OGDEN AVENUE; THENCE SOUTH 40 DEGREES 21 MINUTES 48 SECONDS WEST 502.91 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE CHICAGO NORTHWESTERN RAILROAD COMPANY, BLOCKS 2, 3, 4 AND 8 IN WRIGHT'S ADDITION TO CHICAGO, VACATED NORTH PEORIA STREET (FORMERLY DIX STREET) VACATED BY CIRCUIT COURT DECREE NO. 165420 AND RECORDED AS DOCUMENT NO. 14817346, TOGETHER WITH VACATED NORTH OGDEN AVENUE, WEST CHESTNUT STREET, NORTH SANGAMON STREET AND NORTH PEORIA STREET, VACATED PER JOURNAL OF CITY COUNCIL OF CHICAGO, PAGES 73201-73206, DATED JULY 8, 1998, IN THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST CHESTNUT STREET AND THE EAST LINE OF NORTH SANGAMON STREET; THENCE NORTH 0 DEGREES 16 MINUTES 37 SECONDS EAST ALONG SAID EAST LINE, 72.24 FEET TO THE SOUTHWESTERLY LINE OF NORTH PEORIA STREET; THENCE NORTH 49 DEGREES 37 MINUTES 29 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE, 43.40 FEET TO THE SOUTHEASTERLY LINE OF NORTH OGDEN AVENUE; THENCE SOUTH 40 DEGREES 21 MINUTES 48 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE, 129.90 FEET TO THE NORTH LINE OF WEST CHESTNUT STREET; THENCE SOUTH 89 DEGREES 19 MINUTES 41 SECONDS EAST ALONG SAID NORTH LINE 116.86 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

PINs: 17-05-413-016; 17-05-421-001; 17-05-425-001; 17-05-425-003; 17-05-425-004; 17-05-425-005; 17-05-425-006; 17-05-425-011; 17-05-425-012; and 17-05-425-016

Common Address: 931 North Ogden Avenue, Chicago, Illinois