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Cook County Recorder of Deeds
Date: 07/13/2007 12:31 PM Pg: 1 of 19

Lawyers Unit #11344 Case# 11026643
384

Cook County, IL

SECOND AMENDMENT
TO
FIRST LIEN MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS,
FINANCING STATEMENT AND FIXTURE FILING

from

RABBIT STEEL CORPORATION, a Delaware corporation,

as Mortgagor

to

GENERAL ELECTRIC CAPITAL CORPORATION,
a Delaware corporation

as US Agent and Mortgagee

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

Arlene B. Richman, Esq.
Latham & Watkins LLP
Sears Tower, Suite 5800
233 South Wacker Drive
Chicago, Illinois 60606

After Recording Return To:
LandAmerica Financial Group, Inc.
150 Federal Street, Suite 200
Boston, MA 022110
Attention: Gayle A. Bourdeau

LC
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SECOND AMENDMENT TO FIRST LIEN MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, FINANCING STATEMENT AND FIXTURE FILING

THIS SECOND AMENDMENT TO FIRST LIEN MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, FINANCING STATEMENT AND FIXTURE FILING (the "Second Amendment") is executed this 21st day of June, 2007 to be effective as of June 21, 2007 (the "Effective Date"), by RABBIT STEEL CORPORATION, a Delaware corporation (the "Mortgagor"), whose address is 281 E. 155th Street, Harvey, Illinois 60426, to GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as mortgagee, assignee and secured party, in its capacity as US Agent on behalf of itself as lender and for the Lenders (as those terms are defined in the Mortgage defined below) (together with any successors or assigns in such capacity, "Agent"), (herein referred to as the Agent or the "Mortgagee") whose address is 500 West Monroe Street, Chicago, Illinois 60601. Capitalized terms used in this Second Amendment shall have the same meanings as in the Mortgage (as defined below) or Amended and Restated Credit Agreement (defined below), unless otherwise defined in this Second Amendment.

RECITALS

A. Mortgagor owns certain real property (including improvements and fixtures located thereon or thereat) in Cook County, in the State of Illinois, which real property is more particularly described in **Exhibit A** (the "Mortgaged Property").

B. Mortgagor previously executed and delivered to Mortgagee that certain First Lien Mortgage, Security Agreement, Assignment of Leases and Rents, Financing Statement and Fixture Filing to Agent made as of September 7, 2006, recorded October 10, 2006 as Document No. 0628310121 in the Office of the Cook County Recorder of Deeds, Cook County, Illinois (the "Original Mortgage"), which Mortgage encumbers the Mortgaged Property and personal property and other property related to the Mortgaged Property, as more fully described in the Mortgage.

C. The Original Mortgage was amended by that certain First Amendment to First Lien Mortgage, Security Agreement, Assignment of Leases and Rents, Financing Statement and Fixture Filing made as of January 24, 2007 by and between Mortgagor and Agent, and recorded on February 21, 2007 as Document Number 0705222141 in the Office of the Cook County Recorder, Cook County, Illinois, to amend the Original Mortgage to correct the legal description of the Premises attached to the Original Mortgage (the "First Amendment to Original Mortgage"; together with the Original Mortgage, herein, the "Mortgage").

D. The Mortgage secures all obligations (the "Obligations") arising under the Mortgage and/or under that certain Credit Agreement dated as of September 7, 2006 by and among Mortgagor, Niagara Corporation, Niagara LaSalle Corporation, LaSalle Steel Company (collectively, the "US Borrowers"), Niagara LaSalle (UK) Limited ("UK Borrower"; and collectively with the US Borrowers, the "Borrowers"), each of the financial institutions from time to time party thereto named therein as lenders (the "Lenders"), the Agent, the other Credit

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Parties named therein, and GE Leveraged Loans Limited, as UK Agent (as the same may be amended, restated, modified or otherwise supplemented and in effect from time to time, hereinafter the "Credit Agreement"), under which the Lenders agreed to make available to the Borrowers certain loans and other financial accommodations as more fully described in the Original Mortgage (the "Original Credit Agreement"), as either the Obligations or the Credit Agreement may be amended, supplemented or otherwise modified from time to time, with or without record notice of such supplementation or other modification.

E. As of the Effective Date, Borrowers and Mortgagee are amending and restating the Credit Agreement pursuant to the terms and conditions of that certain Amended and Restated Credit Agreement, dated as of the Effective Date, ("Amended and Restated Credit Agreement") to, among other things, provide for the issuance of a senior note facility by Borrower, the proceeds of which will be used to refinance a portion of the prior Indebtedness and to pay a portion of a Closing Dividend to terminate the term loan facility under the Credit Agreement, to extend the maturity date of the US Revolving Loan and UK Revolving Loan to June 29, 2012, to modify certain covenants of the Borrower and other changes in the terms and conditions of the loans now or in the future outstanding under the Credit Agreement (all such loans, collectively, the "Loan") and to reconfirm the Credit Agreement.

F. Borrowers and Mortgagee desire to give notice of the Amended and Restated Credit Agreement and to confirm that the Mortgage remains in full force and effect as herein modified.

G. No change is being made to the Loan except pursuant to the Amended and Restated Credit Agreement.

NOW, THEREFORE, Mortgagor and Mortgagee agree and give notice as follows.

1. Amendment.

The Mortgage is hereby amended as follows:

- a. *Second Lien Mortgage.* As of the Effective Date, all references in the Mortgage to the words "First Lien Mortgage" (including on the cover page of the Original Mortgage, the First Amendment to Original Mortgage and this Second Amendment) shall be deemed deleted and replaced with the words "Second Lien Mortgage".
- b. *Definition of "Credit Agreement."* Whenever referred to in the Mortgage or in any related document, "Credit Agreement" shall mean the Amended and Restated Credit Agreement, as the Amended and Restated Credit Agreement may be further amended, restated, supplemented or otherwise modified from time to time, including any modification changing the amount, the interest rate or other terms of the Loan or the Obligations or giving notice of any such changes.
- c. *Definition of "Mortgage."* Whenever referred to in the Mortgage, or in any related document, "Mortgage" shall mean the Mortgage, as

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amended by the First Amendment to Original Mortgage and this Second Amendment, as the Mortgage may be further amended, restated, supplemented or otherwise modified from time to time, including any modification changing the amount, the interest rate or other terms of the Loan or the Obligations or giving notice of any such changes. Any future amendment, restatement, supplementation, or other modification of the Mortgage may or may not be recorded.

- d. *Definition of "Obligations."* Whenever referred to in the Mortgage or in any related document, "Obligations" shall mean the Obligations, as amended and modified by the Amended and Restated Credit Agreement, and as may be further amended and modified from time to time if and when the Amended and Restated Credit Agreement is further amended, restated, supplemented or otherwise modified from time to time, including any modification changing the amount, the interest rate or other terms of the Loan or the Obligations.
- e. *Additional Definitions.* The following terms in this Second Amendment shall have the following meanings: "New Senior Mortgage" shall have the meaning assigned to such term in Section 2.a. hereof. "New Senior Mortgage Liens" shall mean the Liens (as defined in the Credit Agreement) and security interests granted pursuant to the New Senior Mortgage.
- f. *Other Defined Terms.* Whenever any defined term used in the Mortgage is redefined in this Second Amendment, such redefinition shall apply to such term as used in the Mortgage and all other Loan Documents.
- g. *Taxes.* Mortgagor shall pay all Mortgage recording taxes, filing fees, recording fees, and other taxes imposed or assessed upon this Second Amendment, including all taxes, penalties, and interest for the foregoing.

2. Mortgage Amendment. The Mortgage is further amended by the addition of the following provisions:

- a. *Subordination to New Senior Mortgage.* Regardless of the order of their filing or recording, this Mortgage is subject and subordinate in all respects to that certain First Lien Mortgage, Security Agreement, Assignment of Leases and Rents and Financing Statement, made as of June 29, 2007 ("New Senior Mortgage"), granted by Mortgagor to JPMorgan Chase Bank, N. A., as a Lender, syndication agent, collateral agent and administrative agent to those lenders party to the New Senior Credit Agreement (hereinafter defined) ("Senior Mortgage") to be recorded in the Office of the Recorder of Deeds of Cook County, Illinois. Accordingly, all of the liens, security interests, terms, covenants and conditions of this Mortgage shall at all times be

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wholly subordinate to: (a) the liens, security interests, terms, covenants and conditions of the New Senior Mortgage (as the same may be extended, amended or modified from time to time) and (b) any and all advances (whether or not obligatory) advanced or incurred in accordance with any of the terms, covenants and conditions of the New Senior Mortgage, and (c) all amounts due to the "Secured Parties" under that certain Credit Agreement dated as of June __, 2007 among Mortgagor, Niagara Corporation, Rabbit Steel Corporation, LaSalle Steel Company, Senior Mortgagee, the other "Credit Parties" named therein and the other lenders from time to time party thereto (as amended, supplemented, amended and restated or otherwise modified and in effect from time to time the "New Senior Credit Agreement") and all of the other note documents executed and delivered by the Mortgagor pursuant to or in connection with the New Senior Mortgage and the New Senior Credit Agreement. The specific and controlling terms of this subordination are set forth in the Intercreditor Agreement dated as of June __, 2007 executed and delivered by Agent and Senior Mortgagee and the other persons from time to time party thereto (the "Intercreditor Agreement"). Reference is hereby made to the Intercreditor Agreement for a fuller statement of the terms and provisions controlling the subordination of this Mortgage to the New Senior Mortgage and other note documents executed in connection with the New Senior Credit Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Mortgage, the terms of the Intercreditor Agreement shall govern and control.

- b. *Maturity Date.* The latest final maturity date set forth in Section 3.1 of the Mortgage hereby amended and restated to be June 29, 2012.
- c. *Maximum Amounts Secured.* The amount of the total principal balance secured set forth in Section 5.14(d) of the Mortgage is hereby amended and restated to be Ninety Four Million Seven Hundred Thousand Dollars (\$94,700,000). The maximum aggregate amount secured by the Mortgage as set forth in Section 5.14(e) of the Mortgage is hereby amended and restated to be One Hundred Nine Million Four Hundred Thousand Dollars (\$189,400,000).

3. Confirmation and Ratification of Mortgage.

As modified by this Second Amendment, the Mortgage shall continue in full force and effect. Mortgagor and Mortgagee fully confirm and ratify the Mortgage, the Amended and Restated Credit Agreement, and any other document(s) related to the Loan (collectively, the "Loan Documents"). Nothing in this Second Amendment is intended to waive any rights or remedies of Mortgagee under the Mortgage, or any defaults of Mortgagor under the Mortgage. The Mortgage shall continue to be a valid and subsisting lien against the Mortgaged Property.

4. Mortgage Priority.

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- a. *Definition: Junior Lien Claimant.* A “Junior Lien Claimant” means, except with respect to the Senior Mortgagee, any holder of any interest or claim that affects any Mortgaged Property or estate or interest therein, which interest or claim is recorded after the date the Mortgage was originally recorded or that is otherwise, or is intended to be, junior and subordinate to the lien of the Deed of Trust.
- b. *Change to Obligations.* The Obligations may, from time to time, be amended, modified, extended, renewed, restated, increased, repledged, supplemented, or otherwise changed (any of the foregoing, a “Change”). Changes may include any or all of the following, none of which shall impair the priority of the lien of the Mortgage as against the liens of Junior Lien Claimants: (i) complete or partial amendment and restatement of any or all terms and conditions of the Obligations; (ii) modifications of the required principal and/or interest payment dates, deferring or accelerating such payment dates in whole or in part; (iii) modifications, extensions or renewals at a different rate of interest; (iv) increases in any amount in the principal or interest rate of the Loan; and/or (v) modifications or additional amounts advanced with respect to the Loan.
- c. *Effect of Change(s).* The Mortgage (as amended by this Second Amendment and as it may be further amended with or without record notice of such amendment) shall continue to secure the Obligations, with the same priority of lien as the Mortgage, even if the Obligations are subject to Change, whether or not: (a) any notice is recorded with respect to such Change; (b) such Change increases the principal amount (subject to any express limitations thereon set forth in the Mortgage) or the interest rate of the Loan or otherwise adversely affects Junior Lien Claimants; or (c) Borrower executes or delivers new or additional note(s) to evidence or confirm such Change. The execution and delivery of this Second Amendment, or of any subsequent or prior (if any) amendment of the Mortgage, shall not impair, reduce or subordinate, in whole or in part, the priority of the Mortgage. The Obligations (taking into account the effect of the Change) shall continue to be secured by the Mortgage, with the same priority of lien, even if any such Change occurs.
- d. *Notice to Junior Lien Claimants.* All actual and potential Junior Lien Claimants are hereby placed on notice that the Obligations are subject to Change(s). By taking or accepting its interest in the Mortgaged Property subject to the Mortgage, every Junior Lien Claimant understands, acknowledges, and agrees that the priority and validity of the lien of the Mortgage shall not be impaired or limited in any way by any Change. Notwithstanding the magnitude or nature of any Change, such Change shall under no circumstances be deemed to constitute a novation with respect to any Obligation, or otherwise impair or reduce

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the priority of the lien of the Mortgage. Borrower acknowledges that the effect of the foregoing is to preclude Borrower from obtaining additional financing secured by the Mortgaged Property. Borrower acknowledges that Mortgagee would not make the Loan or enter into this Second Amendment unless Borrower were precluded from obtaining additional financing secured by the Mortgaged Property.

- e. *Interaction with Loan Documents.* The foregoing provisions relating to Junior Lien Claimants shall not be deemed to limit, or waive any restrictions or prohibitions on transfers (including restrictions or prohibitions on junior liens) set forth in the Loan Documents.

5. *Amended Credit Agreement.*

The parties hereby give notice that the Credit Agreement has been amended and restated, supplemented, or otherwise modified pursuant to the Amended and Restated Credit Agreement.

6. *Future Amendments.*

The Mortgage, as amended by this Second Amendment, cannot be altered, amended, modified, terminated, waived, released, or discharged, except in a writing signed by the parties or their successors or assigns. Any amendment of the Loan Documents or of the Obligations may or may not be recorded. All Junior Lien Claimants are hereby placed on notice of the possibility that the Loan Documents or the Obligations may be amended but any such amendment may or may not be placed of record. Any such amendment shall be fully effective whether or not recorded, without thereby impairing or reducing the priority of the lien of the Mortgage or constituting a novation. Junior Lien Claimants should not assume they will be notified of any amendment of the Loan Documents or of the Obligations that occurs before or after the recording of their lien. By accepting their interest in the Mortgaged Property, Junior Lien Claimants acknowledge and consent to the foregoing.

7. *Effect of Amendment.*

Except as, and to the extent, specifically modified or amended by this Second Amendment, the Mortgage is and remains in full force and effect according to the terms thereof. This Second Amendment does not constitute a novation with respect to the Obligations. If it is determined that any person or entity except Mortgagee and Senior Mortgagee has a lien, encumbrance, or claim of any type with priority over any term of this Second Amendment, the original terms of the Notes and Mortgage shall be severable from this Second Amendment and separately enforceable from the terms thereof (as modified hereby) in accordance with their original terms, and Mortgagee shall maintain all legal or equitable priorities that existed before the Effective Date. Any legal or equitable priorities of Mortgagee over any party other than Senior Mortgagee that existed before the Effective Date shall remain in effect after the Effective Date.

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IN WITNESS WHEREOF, Borrower has executed this First Amendment as of the Effective Date. This First Amendment may be executed in counterparts.

MORTGAGOR

RABBIT STEEL CORPORATION, a Delaware corporation

By: Anthony Verkruse
 Name (print): Anthony J. Verkruse
 Title: Vice President, Secretary and Treasurer

AGENT

GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation

By: _____
 Name (print) : _____
 Title: _____

Attachments:

- Acknowledgments
- Exhibit A** = Legal Description
- Affirmation

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Borrower has executed this First Amendment as of the Effective Date. This First Amendment may be executed in counterparts.

MORTGAGOR

RABBIT STEEL CORPORATION, a Delaware corporation

By: _____

Name (print): _____

Title: _____

AGENT

GENERAL ELECTRIC CAPITAL CORPORATION,
a Delaware corporation

By: *Daniel Esker*

Name (print): *Daniel Esker*

Title: *Authorized Signatory*

Attachments:

- Acknowledgments
- Exhibit A** = Legal Description
- Affirmation

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ACKNOWLEDGMENTS

STATE OF Indiana)
COUNTY OF Lake) ss.

I, Edwina Micrua, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Anthony J. Verkruyse, personally known to me to be the VP, Secretary & Treasurer of RABBIT STEEL CORPORATION, a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as VP, Secretary & Treasurer of said corporation as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of June, 2007.

Edwina Micrua
Notary Public

My Commission Expires: 01-31-2015

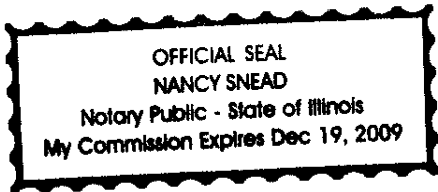
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ACKNOWLEDGMENTS

STATE OF Illinois)
) ss.
COUNTY OF Cook)

I, Nancy Sneed, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Pamela Fekra, personally known to me to be the Signatory of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as signatory of said corporation as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12th day of June, 2007.



Nancy Sneed
Notary Public

My Commission Expires: 12-19-2009

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EXHIBIT A

Legal Description

(see attached)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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EXHIBIT A

LEGAL DESCRIPTION

[See attached]

PIN: 29-17-214-015-0000
29-17-214-021-0000
29-17-214-027-0000

Common Address: 281 E. 155th Street, Harvey, IL

Property of Cook County Clerk's Office

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Harvey, IL
(Cook County)

PARCEL 1:

BLOCKS 1 AND 3 IN THE BUDA COMPANY'S SUBDIVISION OF PART OF THE COUNTY CLERK'S SUBDIVISION OF UNSUBDIVIDED LANDS IN THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF SAID BLOCK 1, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF BLOCK 1 WITH A LINE 440.86 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 17, SAID POINT BEING 230.80 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF BLOCK 1, AS MEASURED ALONG SAID NORTHWESTERLY LINE OF BLOCK 1; THENCE EAST ALONG SAID LINE 440.86 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 17, A DISTANCE OF 265.96 FEET TO THE NORTHEAST CORNER OF A BRICK BUILDING; THENCE SOUTH ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 41 MINUTES 50 SECONDS FROM EAST TO SOUTH WITH LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 27.07 FEET; THENCE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 517.81 FEET TO A POINT 416.53 FEET NORTH FROM THE SAID SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 17, AS MEASURED AT RIGHT ANGLES TO SAID SOUTH LINES; THENCE NORTH ALONG A STRAIGHT LINE, PERPENDICULAR TO LAST DESCRIBED LINE A DISTANCE OF 42.07 FEET; THENCE EAST ALONG A STRAIGHT LINE, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 92.49 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE, FORMING AN ANGLE EAST TO THE SOUTHEAST OF 8 DEGREES 45 MINUTES 17 SECONDS WITH LAST DESCRIBED LINE, DISTANCE OF 45.03 FEET; THENCE SOUTHEASTERLY ALONG A CURVED LINE, CONVEX TO THE NORTHEAST, TANGENT TO LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 383.07 FEET, A DISTANCE OF 225.42 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID BLOCK 1, SAID POINT BEING 38.05 FEET NORTHWESTERLY OF THE MOST EASTERLY CORNER OF SAID BLOCK 1, AS MEASURED ALONG SAID NORTHEASTERLY LINE; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF BLOCK 1, A DISTANCE OF 846.82 FEET; THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE OF BLOCK 1, BEING

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LEGAL DESCRIPTION CONTINUED

A CURVED LINE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 1306.57 FEET A DISTANCE OF 309.36 FEET TO THE NORTHERLY CORNER OF SAID BLOCK 1; THENCE SOUTHWESTERLY ALONG THE AFORESAID NORTHWESTERLY LINE OF BLOCK 1, BEING ALSO THE EASTERLY LINE OF COMMERCIAL AVENUE, A DISTANCE OF 774.36 FEET TO THE POINT OF BEGINNING; AND ALSO EXCEPT THAT PART OF SAID BLOCK 1, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 266.50 FEET NORTH, MEASURED AT RIGHT ANGLES, FROM THE SAID SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 17 AND WHICH IS 339 FEET EAST OF THE INTERSECTION OF SAID SOUTH LINE OF THE NORTHEAST 1/4 AND THE EASTERLY LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD; THENCE NORTH ALONG A LINE WHICH IS AT RIGHT ANGLES TO SAID SOUTH LINE OF THE NORTHEAST 1/4, A DISTANCE OF 9.70 FEET; THENCE WEST ALONG A LINE PARALLEL WITH SAID SOUTH LINE 163.05 FEET TO THE EASTERLY LINE OF COMMERCIAL AVENUE; THENCE IN A SOUTHWESTERLY DIRECTION ALONG SAID EASTERLY LINE OF COMMERCIAL AVENUE 53.25 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 1, SAID POINT BEING 244.92 FEET NORTHEASTERLY OF THE SAID SOUTH LINE OF THE NORTHEAST 1/4 AS MEASURED ALONG SAID EASTERLY LINE OF COMMERCIAL AVENUE; THENCE NORTHEASTERLY ALONG A CURVED LINE, CONVEX TO THE NORTH, AND HAVING A RADIUS OF 800 FEET, A DISTANCE OF 194.96 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS,

AND ALSO EXCEPT THAT PART OF SAID BLOCK 1, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF BLOCK 1 (BEING ALSO THE EASTERLY LINE OF COMMERCIAL AVENUE) WITH A LINE 440.86 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 17, THENCE EAST ALONG SAID LINE 440.86 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 17, A DISTANCE OF 265.96 FEET TO THE NORTHEAST CORNER OF A BRICK BUILDING, THENCE SOUTH ALONG A LINE FORMING AN ANGLE OF 89 DEGREES, 41 MINUTES, 50 SECONDS FROM EAST TO SOUTH WITH LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 32.16 FEET TO A LINE 408.70 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 279.01 FEET TO THE NORTHWESTERLY LINE OF SAID BLOCK 1; THENCE NORTHEASTERLY ON THE LAST DESCRIBED LINE A DISTANCE OF 34.70 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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LEGAL DESCRIPTION CONTINUED

PARCEL 2:

THAT PART OF LOT 1 OF BUDA COMPANY'S SUBDIVISION OF PART OF THE COUNTY CLERK'S SUBDIVISION OF UNSUBDIVIDED LANDS IN THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE EASTERLY LINE OF COMMERCIAL AVENUE AND 244.92 FEET NORTHEASTERLY FROM THE SOUTH LINE OF SAID NORTHEAST 1/4; THENCE NORTHEASTERLY ALONG SAID EAST LINE OF SAID COMMERCIAL AVENUE, A DISTANCE OF 53.25 FEET; THENCE EASTERLY ALONG A LINE A DISTANCE OF 163.05 FEET; THENCE SOUTH A DISTANCE OF 9.7 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX TO THE NORTH HAVING A RADIUS OF 800 FEET FOR A DISTANCE OF 194.96 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 11, 13, 14, AND 15, TOGETHER WITH VACATED ALLEYS APPURTENANT TO SAID LOTS 11 AND 15, IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE ILLINOIS CENTRAL RAILROAD, ACCORDING TO THE PLAT RECORDED MAY 29, 1895 IN BOOK 61 OF PLATS PAGE 46 AS DOCUMENT 2222480, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

ALL THAT PORTION OF LOT 12 BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE NORTH SIDE OF 155TH STREET WHERE THE WESTERLY LINE OF THE RIGHT OF WAY OF THE CALUMET TERMINAL RAILROAD (NOW BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD) INTERSECTS SAID STREET RUNNING ALONG SAID WESTERN

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LEGAL DESCRIPTION CONTINUED

LINE OF SAID RIGHT OF WAY IN A NORTHWESTERLY DIRECTION A DISTANCE OF 208.4 FEET; THENCE WESTERLY A DISTANCE OF 87 FEET TO THE NORTHEAST CORNER OF LOT 11 OF SAID UNSUBDIVIDED LANDS; THENCE SOUTH A DISTANCE OF 47.5 FEET; THENCE EASTERLY ALONG THE NORTH LINE OF LOTS 13 AND 14 OF SAID UNSUBDIVIDED LANDS A DISTANCE OF 103.7 FEET; THENCE SOUTHEASTERLY ALONG THE NORTHEAST BOUNDARY LINE OF SAID LOT 14 A DISTANCE OF 36.2 FEET; THENCE SOUTH ALONG THE EASTERN BOUNDARY LINE OF SAID LOT 14 TO THE NORTH LINE OF 155TH STREET; THENCE EAST ALONG SAID NORTH LINE OF 155TH STREET A DISTANCE OF 79.13 FEET TO THE PLACE OF BEGINNING IN THE COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTHEAST 1/4 OF SECTION 17 AFORESAID, ACCORDING TO PLAT RECORDED MAY 22, 1895 IN BOOK 61 OF PLATS PAGE 46 AS DOCUMENT 2222480, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

A PORTION OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF LOT 11 OF COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LAND IN THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE ILLINOIS CENTRAL RAILROAD, WHICH POINT IS 172.5 FEET SOUTH OF THE NORTH LINE OF SAID LOT 11; THENCE SOUTH ALONG SAID WEST LINE EXTENDED FOR A DISTANCE OF 8.27 FEET; THENCE 400.00 FEET EASTERLY ALONG A LINE APPROXIMATELY PARALLEL TO THE CENTER LINE OF 155TH STREET; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 11 EXTENDED 8.42 FEET TO A POINT 172.5 FEET SOUTH OF THE NORTH LINE OF SAID LOT 11; THENCE WEST 400.00 FEET, MORE OR LESS, ALONG THE NORTH LINE OF 155TH STREET TO PLACE OF BEGINNING ALL IN THE CITY OF HARVEY, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THAT PART OF LOT 12 LYING NORTH OF THE NORTH LINE OF LOT 11 AND NORTH OF SAID NORTH LINE OF LOT 11 EXTENDED EAST TO THE WEST LINE OF CHICAGO CENTRAL AND CALUMET TERMINAL RAILROAD (NOW BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD) RIGHT OF WAY IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTHEAST

(Continued)

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LEGAL DESCRIPTION CONTINUED

1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND EAST OF THE ILLINOIS CENTRAL RAILROAD, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF THE RIGHT OF WAY OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD, 208.4 FEET NORTHWESTERLY FROM THE POINT OF INTERSECTION OF THE WEST LINE OF SAID RIGHT OF WAY WITH THE NORTH LINE OF 155TH STREET AND MEASURED ALONG THE WEST LINE OF SAID RIGHT OF WAY; THENCE WEST ALONG A LINE PARALLEL TO SAID NORTH LINE OF 155TH STREET A DISTANCE OF 168 FEET; THENCE NORTH ALONG A LINE AT RIGHT ANGLES TO SAID NORTH LINE OF 155TH STREET, 129.43 FEET; THENCE EAST ALONG A STRAIGHT LINE 41.8 FEET, MORE OR LESS, TO THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE SAID NORTHEAST 1/4 AND THE EAST LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD, RUNNING THENCE EAST ALONG SAID SOUTH LINE 843.48 FEET; THENCE NORTH AT RIGHT ANGLES TO SAID SOUTH LINE 150 FEET; THENCE EAST ON A LINE PARALLEL TO SAID SOUTH LINE 174.24 FEET; THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE 250 FEET; THENCE WEST ALONG A LINE PARALLEL TO SAID SOUTH LINE 855.36 FEET, TO THE EAST LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD; THENCE SOUTHWESTERLY ALONG THE SAID RIGHT OF WAY LINE TO THE PLACE OF BEGINNING (EXCEPTING THOSE PARTS THEREOF FALLING IN LOTS 2 AND 3 IN THE BUDA COMPANY'S SUBDIVISION OF PART OF THE COUNTY CLERK'S SUBDIVISION OF UNSUBDIVIDED LANDS IN THE NORTHEAST 1/4 OF SAID SECTION 17, AND EXCEPTING THOSE PARTS THEREOF FALLING WITHIN COMMERCIAL AVENUE AND 155TH STREET), IN COOK COUNTY, ILLINOIS.

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LEGAL DESCRIPTION CONTINUED

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 1 THROUGH 7, AS A TRACT, PURSUANT TO RECIPROCAL EASEMENT AGREEMENT EXECUTED BY AND BETWEEN GRAND TRUNK WESTERN RAILROAD CORPORATION, AN ILLINOIS CORPORATION, AND BLISS & LAUGHLIN STEEL COMPANY, A DELAWARE CORPORATION, RECORDED FEBRUARY 14, 2000 AS DOCUMENT 00109592, AS DESCRIBED IN EXHIBITS 'C' AND 'D' ATTACHED THERETO.

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