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THIS INSTRUMENT PREPARED BY:
Bennett L. Cohen
Cohen, Salk & Huvard, P.C.
630 Dundee Road, Suite 120
Northbrook, Illinois 60062



Doc#: 0810605255 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/15/2008 01:00 PM Pg: 1 of 14

AND AFTER RECORDING MAIL TO:
William Lloyd, VP
LaSalle Bank N.A.
2355 South Arlington Heights Road
Arlington Heights, Illinois 60005

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8431215

Accommodation
Recording

Property of Cook County Clerk's Office

TENTH MODIFICATION AGREEMENT

THIS TENTH MODIFICATION AGREEMENT (hereinafter referred to as this "Modification Agreement") made as of this 26th day of March, 2008, by and among UNIVERSAL SCRAP METALS, INC., an Illinois corporation ("USM"), 2500 FULTON HOLDING COMPANY, an Illinois corporation ("Holding Company") (hereafter USM and Holding Company shall collectively be referred to as the "Mortgagor") and LASALLE BANK NATIONAL ASSOCIATION, successor in interest by merger to LaSalle Bank Illinois f/k/a Comerica Bank-Illinois ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagee extended to USM a \$4,000,000.00 revolving line of credit loan evidenced by USM's Master Revolving Note dated as of June 12, 1996 in the principal sum of \$4,000,000.00, payable to the order of Mortgagee on June 30, 1996, together with interest as therein described; and

WHEREAS, Mortgagee issued to the City of Chicago a certain Standby Letter of Credit in the face amount of \$2,354,000.00 (such letter of credit, and all amendments, substitutions and replacements thereof or thereto, the "Letter of Credit") for the account of the USM, and having an expiry date of July 12, 1998; and

WHEREAS, to secure payment of the aforesaid \$4,000,000.00 revolving line of credit loan (including all extensions, renewals, modifications, and amendments thereof or thereto), and USM's reimbursement obligations under the Reimbursement Agreement (as defined in the Mortgage) executed in connection with the issuance of the Letter of Credit, USM executed a certain Mortgage and Security Agreement dated as of June 12, 1996 (the "Mortgage") and a certain Assignment of Rents and of Lessor's Interest in Leases dated as of June 12, 1996 (the "Assignment of Rents") mortgaging, granting and conveying to Mortgagee the Premises as defined in the Mortgage and Assignment of Rents, including the Real Estate described in **Exhibit "A"** attached hereto and incorporated herein by reference; and

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WHEREAS, the Mortgage and Assignment of Rents were recorded on June 19, 1996, in the office of the Recorder of Deeds of Cook County, Illinois as Documents No. 96470269 and 96470270, respectively; and

WHEREAS, pursuant to First Modification Agreement dated as of June 30, 1996, and subsequent modifications, the aforesaid \$4,000,000.00 revolving line of credit loan was extended to July 31, 1997; and

WHEREAS, pursuant to Second Modification Agreement dated as of July 31, 1997, the aforesaid \$4,000,000.00 revolving line of credit loan was extended to July 12, 1998;

WHEREAS, pursuant to Third Modification Agreement dated as of June 15, 1998: (i) the aforesaid \$4,000,000.00 revolving line of credit loan was extended to August 2, 1999, and (ii) the Mortgage and Assignment of Rents were amended to also secure repayment of a new \$777,000.00 term loan and a new \$1,875,000.00 mortgage loan made by Mortgagee to USM; and

WHEREAS, pursuant to Assumption and Modification Agreement dated as of January 15, 2000 (the "Fourth Modification Agreement"), the Mortgage and Assignment of Rents were amended to reflect that: (i) the aforesaid \$4,000,000.00 revolving line of credit loan was extended to August 2, 2000, (ii) USM sold the Premises to Holding Company and Holding Company became a co-maker with USM on the aforesaid mortgage loan which concurrently therewith was refinanced and increased from \$1,875,000.00 to \$2,234,375.00, (iii) Holding Company assumed (without releasing USM) all of USM's obligations and liabilities under the Mortgage and Assignment of Rents and agreed to be bound thereby, and (iv) the outstanding principal balance of the aforesaid \$777,000.00 term loan was refinanced in the amount of \$610,500.00; and

WHEREAS, pursuant to Modification Agreement dated as of August 2, 2000 (the "Fifth Modification Agreement"), the Mortgage and Assignment of Rents were amended to reflect that the aforesaid \$4,000,000.00 revolving line of credit loan was extended to August 2, 2001; and

WHEREAS, pursuant to the Sixth Modification Agreement dated as of May 16, 2001, the Mortgage and Assignment of Rents were amended to further secure the following new loans to USM and Holding Company: (i) a \$900,000.00 mortgage loan, and (ii) a \$300,000.00 term loan; and

WHEREAS, pursuant to the Seventh Modification Agreement dated as of August 1, 2003, the Mortgage and Assignment of Rents were amended to reflect that the aforesaid \$4,000,000.00 revolving line of credit loan was extended to August 1, 2004;

WHEREAS, pursuant to the Eighth Modification Agreement dated as of June 15, 2004, the Mortgage and Assignment of Rents were amended to secure and reflect: (i) that the aforesaid \$4,000,000.00 revolving line of credit loan was renewed until June 15, 2005; (ii) the following loans described above had been paid off: the aforesaid term loan in the original principal sum of

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\$610,500.00, and the aforesaid term loan in the original principal sum of \$300,000.00; and (iii) the consolidation and refinancing of the outstanding principal balances of the aforesaid mortgage loan in the original principal sum of \$2,234,375.00 and the aforesaid mortgage loan in the original principal sum of \$900,000.00, resulting in a consolidated mortgage loan in the principal sum of \$2,496,050.00; and

WHEREAS, the aforesaid \$4,000,000.00 revolving line of credit loan was subsequently extended until November 1, 2005; and

WHEREAS, pursuant to the Ninth Modification Agreement dated as of November 1, 2005, the Mortgage and Assignment of Rents were amended to secure and reflect: (i) that the aforesaid \$4,000,000.00 revolving line of credit loan was renewed until September 30, 2006 in the reduced sum of \$2,500,000.00; (ii) to secure all present and future hedging agreements entered into by Mortgagee with the Mortgagor (or USM or Holding Company, individually) from time to time; and

WHEREAS, the aforesaid \$2,500,000.00 revolving line of credit loan was subsequently extended until September 30, 2009; and

WHEREAS, Mortgagor has asked Mortgagee to reduce the Adjusted Libor interest rate option available under the aforesaid \$2,500,000.00 revolving line of credit loan and the aforesaid consolidated mortgage loan in the original principal sum of \$2,496,050.00, and Mortgagee has consented to such interest rate reductions; and

WHEREAS, Mortgagee has further been asked to make Western Fulton Holding Company LLC, an Illinois limited liability company, a certain \$8,500,000.00 acquisition and construction loan, and as a condition thereto, Mortgagee requires that the Mortgage and Assignment of Rents also secure such loan;

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and upon the express conditions that the lien of the Mortgage held by Mortgagee is a valid, first and subsisting lien on the Premises and that the execution of this Modification Agreement will not impair the lien of said Mortgage and that (except for the Mortgage and Security Agreement dated January 1, 1999 granted by Holding Company in favor of USM, which has been subordinated to the Mortgage) there is no existing mortgage or other liens subsequent to the lien of the Mortgage held by Mortgagee that will not be paid in full and released concurrently herewith (for breach of which conditions, or either of them, this Modification Agreement shall not take effect and shall be void), **IT IS AGREED AS FOLLOWS:**

1. The parties represent and agree that the foregoing recitals are true and correct.
2. All "WHEREAS" clauses, commencing on page 1 of the Mortgage, are amended in their entirety to read as follows:

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" **WHEREAS**, UNIVERSAL SCRAP METALS, INC., an Illinois corporation ("USM") has executed and delivered to the Mortgagee, USM's Renewal Revolving Note dated November 30, 2007, payable to the order of Mortgagee, in the principal sum of Two Million Five Hundred Thousand and 00/100 (\$2,500,000.00) Dollars (herein called the "Revolving Note") bearing interest at the applicable interest rates specified therein, due in the manner as provided therein and in any event on September 30, 2009 (pursuant to the terms of the Revolving Note, USM may select, subject to the terms of the Revolving Note, that advances under the Revolving Note bear interest at a variable rate equal to the Adjusted Prime Rate or Adjusted LIBOR, as such terms are defined in the Revolving Note, the terms and provisions of which Revolving Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length); and

WHEREAS, Mortgagor has executed and delivered to the Mortgagee, the Mortgagor's Consolidated Mortgage Note dated June 15, 2004, payable to the order of Mortgagee, in the principal sum of Two Million Four Hundred Ninety Six Thousand Fifty and 00/100 (\$2,496,050.00) Dollars (such note as modified from time to time, herein called the "Mortgage Note") bearing interest at the applicable interest rates specified therein, due in the manner as provided therein and in any event on July 1, 2009 (pursuant to the terms of the Mortgage Note, the Mortgagor may select, subject to the terms of the Mortgage Note, that the unpaid balance of the Mortgage Note, or portions thereof, bear interest at the Prime Loan Rate or Adjusted LIBOR, as such terms are defined in the Mortgage Note, or may elect a one-time option during the term thereof to convert the interest rate charged on the Mortgage Note to a certain fixed interest rate, the terms and provisions of which Mortgage Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length); and

WHEREAS, Western Fulton Holding Company LLC, an Illinois limited liability company (hereafter, "Western Fulton") has executed and delivered to the Mortgagee a Promissory Note dated March 26, 2008, payable to the order of Mortgagee, in the principal sum of Eight Million Five Hundred Thousand and 00/100 (\$8,500,000.00) Dollars (such note as modified from time to time, herein called the "Western Fulton Note") bearing interest at the applicable interest rates specified therein, due in the manner as provided therein and in any event on April 30, 2015 (pursuant to the terms of the Western Fulton Note, Western Fulton may select, subject to the terms of the Western Fulton Note, that the unpaid balance of the Western Fulton Note, or portions thereof, bear interest at the Loan Rate or the adjusted LIBOR Rate, as such terms are defined in the Western Fulton Note, the terms and provisions of which Western Fulton Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length); and

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WHEREAS, the Revolving Note, the Mortgage Note and the Western Fulton Note shall each hereinafter be referred to as a "Note" and collectively, as the "Notes"; and

WHEREAS, the Mortgagor has executed and delivered to the Mortgagee that certain ISDA Master Agreement and any and all schedules and exhibits thereto, dated as of November 18, 2005 (such agreement, as amended from time to time, the "ISDA Agreement"); and

WHEREAS, the term "Indebtedness Hereby Secured" as used in this Mortgage shall collectively refer to the following: (a) the indebtedness evidenced by the Notes, including the principal thereof and interest and premium, if any, thereon, and any extensions, refinancings, amendments, renewals, modifications, increases, consolidations and conversions thereof, in whole or in part, any and all other sums which may be at any time due or owing or required to be paid as provided in this Mortgage or in the Notes or in any other loan documents securing or relating to the Notes and (b) all obligations and liabilities of Mortgagor (or USM, Holding Company and/or Western Fulton, individually, as the case may be) to the Mortgagee under and pursuant to the ISDA Agreement and any other interest rate, currency or commodity swap agreement, cap agreement or collar agreement, executed by and between Mortgagor (or USM, Holding Company and/or Western Fulton individually, as the case may be) and the Mortgagee from time to time (the ISDA Agreement and such other agreements, as amended from time to time, collectively, "Interest Rate Agreements"), including, without limitation, all interest thereon at the applicable default rate, together with all interest rate swap or hedge fees and all other fees, costs, expenses, indebtedness and obligations related thereto (if any); and (c) the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of the Mortgagor or Western Fulton or any other obligor to or benefiting the Mortgagee which are evidenced or secured by or otherwise provided in the Notes, this Mortgage or in any other loan documents securing or relating to the Notes or any Interest Rate Agreements; and (d) the reimbursement to the Mortgagee of any and all sums incurred, expended or advanced by the Mortgagee pursuant to any term or provision of or constituting additional indebtedness under or secured by this Mortgage, any of the other loan documents securing or relating to the Notes or any Interest Rate Agreements, with interest thereon as provided herein or therein; and (e) all other fees, expenses, charges, liabilities and amounts of every kind owing by Mortgagor or Western Fulton under this Mortgage, the Notes or in any of such other loan documents securing or relating to the Notes."

3. The first sentence of Section 36 of the Mortgage is hereby amended in its entirety to read as follows: "In no event shall the Indebtedness Hereby Secured exceed Thirteen Million Five Hundred Thousand Dollars (\$13,500,000.00)."

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4. All "WHEREAS" clauses, commencing on page 1 of the Assignment of Rents, are amended in their entirety to read as follows:

" **WHEREAS**, UNIVERSAL SCRAP METALS, INC., an Illinois corporation ("USM") has executed a Renewal Revolving Note (hereinafter referred to as "Revolving Note") dated November 30, 2007 in the principal sum of Two Million Five Hundred Thousand and 00/100 (\$2,500,000.00) Dollars, payable to the order of LaSalle Bank National Association, successor in interest by merger to LaSalle Bank Illinois, f/k/a Comerica Bank-Illinois (hereinafter referred to as "Assignee") on September 30, 2009, plus interest as therein described; and

WHEREAS, USM and 2500 Fulton Holding Company, an Illinois corporation ("Holding Company") (hereafter, USM and Holding Company shall collectively be called the "Assignor") have executed and delivered to the Assignee, a Consolidated Mortgage Note dated June 15, 2004 executed by Assignor, payable to the order of Assignee, in the principal sum of Two Million Four Hundred Ninety Six Thousand Fifty and 00/100 (\$2,496,050.00) Dollars (as modified from time to time, herein called the "Mortgage Note") bearing interest at the applicable interest rates specified therein, due in the manner as provided therein and in any event on July 1, 2009; and

WHEREAS, Western Fulton Holding Company LLC, an Illinois limited liability company (hereafter, "Western Fulton") has executed and delivered to the Assignee a Promissory Note dated March 26, 2008, payable to the order of Assignee, in the principal sum of Eight Million Five Hundred Thousand and 00/100 (\$8,500,000.00) Dollars (such note as modified from time to time, herein called the "Western Fulton Note") bearing interest at the applicable interest rates specified therein, due in the manner as provided therein and in any event on April 30, 2015; and

WHEREAS, the Revolving Note, the Mortgage Note and the Western Fulton Note shall each hereinafter be referred to as a "Note" and collectively, as the "Notes"; and

WHEREAS, to secure payment of the Notes, Assignor has executed a mortgage and security agreement dated as of June 12, 1996 (such mortgage, as modified from time to time, the "Mortgage"), conveying to Assignee the real estate legally described in Exhibit "A" attached hereto and made a part hereof (herein, the "Premises"); and

WHEREAS, the Assignor has executed and delivered to the Assignee that certain ISDA Master Agreement and any and all schedules and exhibits thereto, dated as of November 18, 2005 (such agreement, as amended from time to time, the "ISDA Agreement"); and

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WHEREAS, Assignor desires to further secure the payment of the following (hereinafter collectively referred to as the "Assignor's Obligations"): (a) the indebtedness evidenced by the Notes, including the principal thereof and interest and premium, if any, thereon, and any extensions, refinancings, amendments, renewals, modifications, increases, consolidations and conversions thereof, in whole or in part, any and all other sums which may be at any time due or owing or required to be paid as provided in the Mortgage, this Assignment or in the Notes or in any other loan documents securing or relating to the Notes; and (b) all obligations and liabilities of Assignor (or USM, Holding Company and/or Western Fulton, individually, as the case may be) to the Assignee under and pursuant to the ISDA Agreement and any other interest rate, currency or commodity swap agreement, cap agreement or collar agreement, executed by and between Assignor (or USM, Holding Company and/or Western Fulton individually, as the case may be) and the Assignee from time to time (the ISDA Agreement and such other agreements, as amended from time to time, collectively, "Interest Rate Agreements"), including, without limitation, all interest thereon at the applicable default rate, together with all interest rate swap or hedge fees and all other fees, costs, expenses, indebtedness and obligations related thereto (if any); and (c) all other fees, expenses, charges, liabilities and amounts of every kind owing by Assignor or Western Fulton under the Mortgage, this Assignment, the Notes or any of such other loan documents."

5. Hereafter, the term "Notes" as used in the Mortgage and Assignment of Rents, as modified hereby, and hereinbelow, shall collectively refer to: (a) the following promissory notes payable to the order of Mortgagee: (i) a Renewal Revolving Note dated November 30, 2007 in the principal sum of \$2,500,000.00 executed by USM, and (ii) a Consolidated Mortgage Note dated June 15, 2004 in the principal sum of \$2,496,050.00 executed by Mortgagor, and (iii) a Promissory Note dated March 26, 2008 in the principal sum of \$8,500,000.00 executed by Western Fulton, all as more fully described in the Mortgage and Assignment of Rents, as modified hereby, and (b) all extensions, renewals, refinancings, modifications, restatements, replacements, consolidations and conversions of any of the foregoing described promissory note or notes. THIS MODIFICATION SHALL SERVE AS PUBLIC NOTICE TO ALL CREDITORS AND OTHER PERSONS THAT EACH OF THE PROMISSORY NOTES DESCRIBED ABOVE MAY BE EXTENDED, RENEWED, REFINANCED, MODIFIED, RESTATED, REPLACED, CONSOLIDATED OR CONVERTED, IN WHOLE OR IN PART, FROM TIME TO TIME HEREAFTER, AND THAT IT IS THE EXPRESS INTENTION OF THE MORTGAGOR AND MORTGAGEE THAT THE MORTGAGE AND ASSIGNMENT OF RENTS SHALL ALSO SECURE PAYMENT OF ALL SUCH EXTENSIONS, RENEWALS, REFINANCINGS, MODIFICATIONS, RESTATEMENTS, REPLACEMENTS, CONSOLIDATIONS AND CONVERSIONS.

6. Mortgagor acknowledges and agrees that the Mortgage and Assignment of Rents are and as amended hereby shall remain in full force and effect, and that the Premises are and shall remain subject to the lien granted and provided for by the Mortgage and Assignment of Rents, as

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amended hereby, for the benefit and security of all obligations and indebtedness described therein, including, without limitation, the indebtedness evidenced by the Notes.

7. Nothing contained in this Agreement shall in any manner impair the Mortgage or Assignment of Rents, as modified hereby, or the first lien created by the Mortgage and Assignment of Rents, or any other loan documents executed in connection with the loans evidenced by the Notes, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the foregoing documents, except as expressly provided in this Agreement, or affect, impair or waive any rights, powers, or remedies of Mortgagee under any of the foregoing documents or applicable law.

8. Except as specifically amended and modified hereby, all of the terms and conditions of the Mortgage and Assignment of Rents shall stand and remain unchanged and in full force and effect. This instrument shall be construed and governed by and in accordance with the laws of the State of Illinois (excluding choice of law principles).

9. This Agreement shall be binding upon Mortgagor and Mortgagor's respective successors and assigns, and shall inure to the benefit of the Mortgagee, its successors and assigns.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the undersigned have caused this Tenth Modification Agreement to be executed as of the date first above written.

UNIVERSAL SCRAP METALS, INC.

By: Philip L. Zeid
Philip L. Zeid
Title: President

Attest:

By: Barry B. Riback
Barry B. Riback
Title: Secretary

2500 FULTON HOLDING COMPANY

By: Philip L. Zeid
Philip L. Zeid
Title: President

Attest:

By: Barry B. Riback
Barry B. Riback
Title: Secretary

LASALLE BANK NATIONAL ASSOCIATION

By: William W. Blaylock
Title: Senior Vice President

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ACKNOWLEDGMENTS

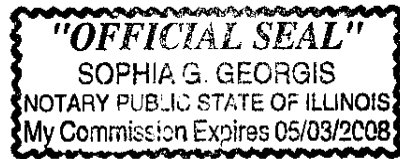
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, SOPHIA GEORGIS, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY WILLIAM LOY, SVP of LaSalle Bank National Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of March, 2008.

Sophia G. Georgis
Notary Public

My Commission Expires: _____



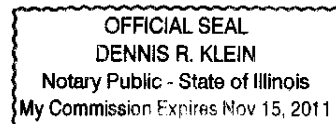
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, DENNIS R. KLEIN, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY Philip L. Zeid, President of Universal Scrap Metals, Inc. and Barry B. Riback, Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of MARCH, 2008.

Dennis R. Klein
Notary Public

My Commission Expires: 11/15/2011




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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

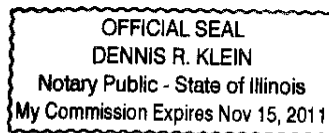
I, DENNIS R. KLEIN, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY Philip L. Zeid, President of 2500 Fulton Holding Company and Barry B. Riback, Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of MARCH, 2008.



Notary Public

My Commission Expires: 11/15/2011



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EXHIBIT "A"

PARCEL 1:

ALL THAT PART OF LOTS 87 TO 90, BOTH INCLUSIVE, IN COSSITT'S ADDITION TO CHICAGO, HEREINBELOW SET FORTH, DESCRIBED AS FOLLOWS: TO WIT:

BEGINNING AT A POINT IN THE EASTERLY LINE OF CAMPBELL AVENUE, WHERE SAID EASTERLY LINE IS INTERSECTED BY THE SOUTHERLY LINE OF SAID LOT 87, EXTENDING THENCE NORTH WESTWARDLY ALONG SAID EASTERLY LINE OF CAMPBELL AVENUE 54 FEET TO A POINT; THENCE NORTH EASTWARDLY CROSSING SAID LOTS 89 AND 90 BY A CURVE TO THE RIGHT HAVING A RADIUS OF 287.94 FEET, THE CHORD THEREOF MAKING AN ANGLE OF 108 DEGREES, 31 MINUTES WITH THE LAST DESCRIBED COURSE MEASURED FROM THE SOUTHWARD TOWARD THE NORTH EASTWARD AND HAVING A LENGTH OF 132.25 FEET, A DISTANCE ALONG SAID CURVE OF 133.44 FEET TO THE INTERSECTION OF THE NORTHERN LINE OF SAID LOT 90 WITH THE WESTERLY LINE OF A CERTAIN ALLEY 18 FEET WIDE, THENCE SOUTH WESTWARDLY CROSSING SAID LOTS 90, 89, 88 AND 87 BY LAND NOW, OR FORMERLY, OF HERBERT W. YOUNG AND ALLEN S. PEARL, ON A LINE CURVING TO THE LEFT AND HAVING A RADIUS OF 212.27 FEET, THE CHORD THEREOF MAKING AN ANGLE OF 42 DEGREES, 30 MINUTES, 38 SECONDS WITH SAID WESTERLY LINE OF ALLEY, MEASURED FROM THE SOUTHWARD TOWARD THE SOUTH WESTWARD AND HAVING A LENGTH OF 130.73 FEET, A DISTANCE ALONG SAID CURVED LINE OF 132.36 FEET TO A POINT IN SAID SOUTHERLY LINE OF LOT 87, THENCE WESTWARDLY ALONG SAID SOUTHERLY LINE OF LOT 87 AND BY LAND NOW, OR FORMERLY, OF SAID HERBERT W. YOUNG AND ALLEN S. PEARL, A DISTANCE OF 37.4 FEET TO THE PLACE OF BEGINNING.

PARCEL 2:

THOSE PARTS OF LOTS 87, 88, 89 AND 90 IN SAID COSSITT'S ADDITION TO CHICAGO, DESCRIBED AS FOLLOWS: TO WIT:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 87, THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID LOT 88 FEET, THENCE NORTHEASTWARDLY BY A CURVE TO THE RIGHT, HAVING A RADIUS OF 212.27 FEET, A DISTANCE OF 132.36 FEET TO THE NORTHEAST CORNER OF SAID LOT 90; THENCE SOUTHWARDLY ALONG THE EAST LINE OF SAID LOT, 96 FEET TO THE PLACE OF BEGINNING.

PARCEL 3:

THOSE PARTS OF LOTS 53 AND 54 IN SAID COSSITT'S ADDITION TO CHICAGO DESCRIBED AS FOLLOWS: TO WIT:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 54; THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID LOT 125.4 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH EASTWARDLY WITH A DEFLECTION OF 40 DEGREES, 6 MINUTES, 13 SECONDS TO THE LEFT, FROM SAID SOUTH LINE, 35.7 FEET TO A POINT 23 FEET NORTHWARDLY, MEASURED AT RIGHT ANGLES FROM SAID SOUTH LINE; THENCE EASTWARDLY 101.23 FEET TO THE NORTH EAST CORNER OF SAID LOT 53; THENCE SOUTHWARDLY ALONG THE EAST LINE OF SAID LOTS, 48 FEET TO THE PLACE OF BEGINNING.

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PARCEL 4:

LOTS 55 TO 67 BOTH INCLUSIVE AND 69 TO 74 BOTH INCLUSIVE, 78 TO 86, BOTH INCLUSIVE AND SUB-LOT 3 IN J. CAIRN'S RESUBDIVISION OF SUB-LOTS 1 TO 4 OF LOTS 75, 76, AND 77; ALSO LOT 5 IN SUBDIVISION OF LOTS 75, 76 AND 77, AFORESAID; ALL IN COSSITT'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 10.186 ACRES OF THE NORTH QUARTER OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 5:

ALL OF THE VACATED ALLEY RUNNING NORTH AND SOUTH BETWEEN LOTS 55 TO 67 AND 78 TO 90, ALL INCLUSIVE, AND WEST OF AND ADJOINING LOT 72 AND EAST OF AND ADJOINING LOT 73 AND THE EAST AND WEST ALLEY BETWEEN LOTS 59 AND 60 IN SAID COSSITT'S ADDITION.

PARCEL 6:

LOTS 68 IN COSSITT'S ADDITION TO CHICAGO, SAID ADDITION BEING A SUBDIVISION OF THE EAST 10.186 ACRES OF THE NORTH QUARTER OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 7:

LOTS 1 AND 2 IN J. CAIRN'S RESUBDIVISION OF SUB-LOTS 1, 2, 3 AND 4 OF LOTS 75, 76 AND 77 IN COSSITT'S ADDITION TO CHICAGO.

PARCEL 8:

PART OF COSSITT'S ADDITION, ADAMS ADDITION TO CHICAGO, AND COSSITT'S SECOND ADDITION BEING; AN IRREGULAR PARCEL OF LAND OF PARK OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF WESTWARD MAIN TRACK OF THE P. B. & W. RAILROAD COMPANY, AND THE NORTH LINE OF WEST FULTON STREET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE NORTH LINE OF WEST FULTON STREET 203.21 FEET TO A POINT 375.00 FEET WEST OF THE WESTERLY LINE OF NORTH CAMPBELL AVENUE AND THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF WEST FULTON STREET; AFORESAID, 199.98 FEET TO A POINT 20.0 FEET SOUTH OF THE CENTER LINE OF AN EXISTING TRACK; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 1202.24 FEET, AN ARC DISTANCE OF 127.25 FEET (THE CHORD OF SAID ARC LIES NORTH 52 DEGREES, 49 MINUTES, 08 SECONDS EAST, DISTANT 127.19 FEET) TO A POINT 20.0 FEET SOUTH OF THE CENTER LINE OF SAID EXISTING RAILROAD TRACK; THENCE NORTHEASTERLY ALONG A CURVED LINE, CONVEX NORTHWESTERLY, HAVING A RADIUS OF 285.60 FEET, AN ARC DISTANCE OF 46.69 FEET (THE CHORD OF SAID ARC LIES NORTH 60 DEGREES, 55 MINUTES, 22 SECONDS EAST, DISTANT 46.64 FEET) TO A POINT 20.0 FEET SOUTH OF THE CENTER LINE OF SAID EXISTING RAILROAD TRACK; THENCE NORTHEASTERLY ALONG A CURVED LINE, CONVEX NORTHWESTERLY HAVING A RADIUS OF 713.44 FEET, AN ARC DISTANCE OF 171.78 FEET (THE CHORD OF SAID ARC LIES NORTH 72 DEGREES, 13 MINUTES, 13 SECONDS EAST, DISTANT 171.36 FEET) TO A POINT 20.0 FEET SOUTH OF THE CENTER LINE OF SAID EXISTING RAILROAD TRACK; THENCE NORTH 79 DEGREES, 28 MINUTES, 28 SECONDS EAST 24.49 FEET TO A POINT 20.0 FEET SOUTH OF THE CENTER LINE OF SAID EXISTING RAILROAD TRACK; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 325.60

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FEET, AN ARC DISTANCE OF 51.42 FEET (THE CHORD OF SAID ARC LIES NORTH 75 DEGREES, 09 MINUTES, 18 SECONDS EAST, DISTANT 51.37 FEET) TO A POINT 20.0 FEET SOUTH OF THE CENTER LINE OF SAID EXISTING RAILROAD TRACK; THENCE NORTH 70 DEGREES, 54 MINUTES, 06 SECONDS EAST 62.75 FEET TO A POINT ON THE EASTERLY LINE OF NORTH CAMPBELL AVENUE (BEING THE WESTERLY LINE OF LOT 89 IN COSSITT'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 10.186 ACRES OF THE NORTH QUARTER OF THE SOUTHEAST 1/4 OF SECTION 12, AFORESAID) 390.00 FEET NORTH OF THE NORTH LINE OF WEST FULTON STREET, AFORESAID); THENCE SOUTH 59 DEGREES, 59 MINUTES, 15 SECONDS WEST 75.95 FEET TO A POINT ON THE WESTERLY LINE OF NORTH CAMPBELL AVENUE 352.00 FEET NORTH OF THE NORTH LINE OF WEST FULTON STREET; THENCE SOUTH 0 DEGREES, 24 MINUTES, 00 SECONDS EAST ALONG SAID WESTERLY LINE OF NORTH CAMPBELL AVENUE 352.00 FEET TO THE AFOREMENTIONED NORTH LINE OF WEST FULTON STREET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG SAID NORTH LINE OF WEST FULTON STREET 375.00 FEET TO THE POINT OF BEGINNING.

PARCEL 9:

PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF WEST FULTON STREET, 375.1 FEET WEST OF THE WEST LINE OF NORTH CAMPBELL AVENUE; THENCE CONTINUING WEST ALONG THE NORTH LINE OF WEST FULTON STREET, AFORESAID; 160.0 FEET TO A POINT 43.21 FEET EAST OF THE CENTER LINE OF WESTWARD MAIN TRACK OF THE P. & E. S. W. RAILROAD COMPANY; THENCE NORTH AT RIGHT ANGLES TO THE NORTH LINE OF WEST FULTON STREET, AFORESAID, 15.80 FEET; THENCE NORTH 26 DEGREES 59 MINUTES EAST 100.00 FEET; THENCE NORTH 37 DEGREES, 29 MINUTES, 40 SECONDS EAST 100.0 FEET; THENCE NORTH 47 DEGREES, 38 MINUTES, 40 SECONDS EAST 72.75 FEET; THENCE SOUTH 233.26 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 10:

PART OF VACATED NORTH CAMPBELL AVENUE, VACATED BY ORDINANCE PASSED SEPTEMBER 15, 1976, A COPY OF WHICH WAS RECORDED MARCH 8, 1977 AS DOCUMENT 13243565, DESCRIBED AS FOLLOWS:

THAT PART OF NORTH CAMPBELL AVENUE LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE EASTERLY LINE OF NORTH CAMPBELL AVENUE, BEING THE WESTERLY LINE OF LOT 89 IN COSSITT'S ADDITION TO CHICAGO, SAID POINT BEING 390.00 FEET NORTH OF THE NORTH LINE OF WEST FULTON STREET, THENCE SOUTH 59 DEGREES, 59 MINUTES, 15 SECONDS WEST TO A POINT ON THE WESTERLY LINE OF NORTH CAMPBELL AVENUE 352.00 FEET NORTH OF THE NORTH LINE OF WEST FULTON STREET; AND LYING NORTH OF THE FOLLOWING DESCRIBED LINE; A LINE DRAWN FROM THE SOUTHEAST CORNER OF VACATED LOT 12 IN ADAM'S ADDITION TO CHICAGO TO THE SOUTHWEST CORNER OF LOT 3 IN J. CAIRN'S RESUBDIVISION OF SUBLOTS 1, 2, 3 AND 4 OF J. CAIRN'S SUBDIVISION OF LOTS 75, 76 AND 77 OF COSSITT'S ADDITION TO CHICAGO, ALL IN COOK COUNTY, ILLINOIS.

P.I.N. 16-12-400-007-0000, 16-12-400-013-0000, and 16-12-401-003-0000 through 16-12-401-013-0000, both inclusive.

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