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Illinois Anti-Predatory Lending Database Program



1533617000

Certificate of Exemption

Doc#: 1533617000 Fee: \$62.00

RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 12/02/2015 08:17 AM Pg: 1 of 13

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 19-22-417-003-0000

Address:

Street: 4099 West 71st Street

Street line 2:

City: Cook

State: IL

ZIP Code: 60629

Lender: W.R. Grace & Co.-Conn.,

Borrower: Goldman Sachs Bank USA

Loan / Mortgage Amount: \$0.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 7/70 et seq. because it is commercial property.

S Y
P B
S N
M N
SC Y
E Y
INT 91

Certificate number: 537A760C-B394-4759-A7E1-DFCBDD162C43

Execution date: 11/19/2015

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

Jeffrey N. Anderson
Latham & Watkins LLP
330 North Wabash Avenue
Suite 2800
Chicago, IL 60611
National Commercial Dept
1125 Ocean Avenue
Lakewood, NJ 08701

Cook County, Illinois

SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

BY

V.R. GRACE & CO.-CONN.,
as Mortgagor,

AND

GOLDMAN SACHS BANK USA,
as Collateral Agent and Mortgagee

Relating to the Premises in:

Cook County, Illinois

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SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

THIS SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this "Second Amendment") is dated as of November 25, 2015 (the "Effective Date"), by and between **W.R. GRACE & CO.-CONN.**, a Connecticut corporation (a/k/a W. R. Grace & Co. – Conn), with an address at 7500 Grace Drive, Columbia, MD 21044, as mortgagor ("Mortgagor"), to **GOLDMAN SACHS BANK USA**, a New York corporation ("Goldman Sachs"), with an address at 30 Hudson Street, 4th Floor, Jersey City, NJ 07302, as Collateral Agent for the benefit of the Secured Parties (together with its successors and assigns, in such capacity, "Mortgagee"). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Existing Mortgage (as defined below).

RECITALS

A. **WHEREAS**, reference is made to that certain Credit Agreement dated as of February 3, 2014 (as it may be amended, amended and restated, restated, replaced, supplemented or otherwise modified, the "Existing Credit Agreement"), entered into by and among W. R. Grace & Co., a Delaware corporation ("Holdings"), Mortgagor, as Borrower, Grace GMBH & Co. KG, as German Borrower, Goldman Sachs, as Administrative Agent, the other Lenders party thereto from time to time, and certain other parties as more fully described therein, pursuant to which the Lenders agreed to extend the Loans and other financial accommodations provided to Mortgagor and German Borrower thereunder, all as more fully described therein.

B. **WHEREAS**, in connection with the execution and delivery of the Existing Credit Agreement, Mortgagor previously executed and delivered to Mortgagee that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of February 3, 2014, recorded on February 11, 2014 as Document No. 1404254012 in the official records of Cook County, Illinois, as amended by that certain First Amendment to Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of May 23, 2014, recorded on June 16, 2014 as Document No. 1416710059 in the official records of Cook County, Illinois (as amended, the "Existing Mortgage"), which Existing Mortgage encumbers the Mortgaged Property, as more fully described therein, including the Mortgagor's interest in the real property described on Exhibit A attached thereto.

C. **WHEREAS**, the Existing Credit Agreement is being amended pursuant to the terms and conditions of that certain First Amendment and Consent to Credit Agreement and First Amendment to Security Agreement, dated as of the date hereof (the "First Amendment to Credit Agreement") by and among the Mortgagor, Grace GMBH & Co. KG, as German Borrower, Alltech Associates, Inc., Goldman Sachs, as Administrative Agent, and the Lenders

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party thereto, to, among other things, extend the maturity date of each Revolving Facility (as defined in the Existing Credit Agreement) to November 1, 2020.

D. **WHEREAS**, Mortgagor and Mortgagee desire to give notice of the execution and delivery of the First Amendment to Credit Agreement, the extension of the maturity date of each Revolving Facility to November 1, 2020, and to confirm that the Existing Mortgage remains in full force and effect, except only to the extent expressly modified by this Second Amendment.

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

1. **Amendment.**

The Existing Mortgage is hereby amended as follows:

1.1 **Definition of “Credit Agreement.”** Whenever referred to in the Existing Mortgage or this Second Amendment, “Credit Agreement” shall mean the Existing Credit Agreement, as amended by the First Amendment to Credit Agreement, and as may be further amended, restated, supplemented or otherwise modified from time to time.

1.2 **Definition of “Mortgage.”** Whenever referred to in the Existing Mortgage or this Second Amendment, “Mortgage” shall mean the Existing Mortgage, as amended by this Second Amendment, and as 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 Secured 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.

1.3 **Other Defined Terms.** Wherever any defined term used in the Existing Mortgage is redefined in this Second Amendment, such redefinition shall apply to such term as used in the Mortgage.

1.4 **Section 3.4.** The second sentence of Section 3.4 of the Existing Mortgage is hereby deleted and replaced with the following:

The latest final scheduled maturity date of the U.S. Term Loan, Euro Term Loan and Delayed Draw Term Loan is the seventh anniversary of the date hereof, the latest final scheduled maturity date of the U.S. Revolving Facility and the Multicurrency Revolving Facility is November 1, 2020, in each case subject to extension as provided in the Credit Agreement and the Loans bear interest at variable rates, all as more fully provided in the Credit Agreement.

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2. Confirmation and Ratification of Mortgage.

Except as modified by this Second Amendment, the Existing Mortgage shall continue in full force and effect. In all other respects Mortgagor and Mortgagee fully confirm and ratify the Existing Mortgage. 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 upon, and security interest in, the Mortgaged Property.

3. No Change in Priority.

3.1 **Definition: Junior Lien Claimant.** A “Junior Lien Claimant” means any holder of any interest or claim that affects the Mortgaged Property or estate or interest therein, which interest or claim is recorded after the date the Existing Mortgage was originally recorded or that is otherwise, or is intended to be, junior and subordinate to the lien of the Mortgage.

3.2 **Change to Secured Obligations.** The Secured 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: (a) complete or partial amendment and restatement of any or all terms and conditions of the Secured Obligations; (b) modifications of the required principal and/or interest payment dates, and/or deferring or accelerating such payment dates in whole or in part; (c) modifications, extensions or renewals at a different rate of interest; (d) increases in any amount in the principal or interest rate of the Secured Obligations; and/or (e) modifications or additional amounts advanced with respect to the Secured Obligations.

3.3 **Effect of Change(s).** The Existing 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 Secured Obligations, with the same priority of lien as the Existing Mortgage, even if the Secured 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 or the interest rate of the Secured Obligations or otherwise adversely affects Junior Lien Claimants; or (c) the Mortgagor 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 Secured Obligations (taking into account the effect of any Change) shall continue to be secured by the Mortgage, with the same priority of lien, even if any such Change occurs.

3.4 **Notice to Junior Lien Claimants.** The Mortgage provided, and gave full record notice to all potential Junior Lien Claimants, that the Mortgage was intended to secure the Secured Obligations, including the Obligations arising not only under the Credit Agreement as originally executed and delivered, but also under any amendments, restatements, amendments

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and restatements, supplements, or other modifications of the Credit Agreement. Any of the foregoing could potentially include modifications that could increase the amount of the Secured Obligations, increase the interest rate of the Secured Obligations, or otherwise adversely affect Junior Lien Claimants. All actual and potential Junior Lien Claimants are hereby placed on notice that the Secured 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 Secured Obligations, or otherwise impair or reduce the priority of the lien of the Mortgage.

3.5 **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 (as such term is defined in the Credit Agreement).

4. **Future Amendments.**

The Existing 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. All Junior Lien Claimants are hereby placed on notice of the possibility that one or more of the Loan Documents, including the Credit Agreement, or the Secured 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 that they will be notified of any amendment of any of the Loan Documents, including the Credit Agreement, or of the Secured 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.

5. **Effect of Amendment.**

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

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6. Notice of Amendment to Credit Agreement

The parties hereby give notice that the Existing Credit Agreement has been amended pursuant to the First Amendment to Credit Agreement, which, among other things, extends the maturity date of each Revolving Facility to November 1, 2020, all as more fully described therein.

7. 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.

8. Counterparts.

This Second Amendment may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.

9. Governing Law.

THE PROVISIONS OF THIS SECOND AMENDMENT REGARDING THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS HEREIN GRANTED SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE IN WHICH THE MORTGAGED PROPERTY IS LOCATED. ALL OTHER PROVISIONS OF THIS SECOND AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF MORTGAGOR AND MORTGAGEE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK, AND FURTHER, WITH RESPECT TO ANY PERSONAL PROPERTY INCLUDED IN THE MORTGAGED PROPERTY, THE CREATION OF THE SECURITY INTEREST SHALL BE GOVERNED BY THE UNIFORM COMMERCIAL CODE AS IN EFFECT FROM TIME TO TIME IN THE STATE OF NEW YORK (THE "NY UCC") AND THE PERFECTION, THE EFFECT OF PERFECTION OR NON-PERFECTION AND PRIORITY OF THE SECURITY INTEREST WILL BE GOVERNED IN ACCORDANCE WITH THE MANDATORY CHOICE OF LAW RULES SET FORTH IN THE NY UCC.


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IN WITNESS WHEREOF, Mortgagee has executed this Second Amendment as of the Effective Date.

MORTGAGEE:

GOLDMAN SACHS BANK USA,
a New York corporation

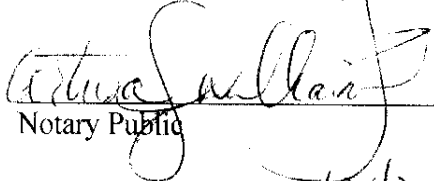
By: 
Name: Anna Ashurov
Title: Authorized Signatory

Property of Cook County Clerk's Office

STATE OF New York)
)SS.
COUNTY OF New York)

I, Artrisa Y. Williams, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Anna Ashurov personally known or identified to me to be the Authorized Signatory of Goldman Sachs Bank USA, a New York corporation, appeared before me this day in person and severally acknowledged that as such he/she signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his/her 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 19th day of November, 2015.


Notary Public
Commission Expires 5/24/2017

ARTRISAY WILLIAMS
Notary Public, State of New York
No. 01W16124039
Qualified in New York County
Commission Expires May 24, 2017

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EXHIBIT A

LEGAL DESCRIPTION OF LAND

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Chicago, County of Cook, State of Illinois.

Tract 1: (Fee Simple)

An irregular tract of land in the Southwest 1/4 of the South East 1/4 of the South East 1/4 of Section 27 and in the North 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 27, All in Township 38 North, Range 13 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the Northeast corner of Section 27; thence North 89 degrees 38 minutes 40 seconds West along the North line of said Section 27, a distance of 67.00 feet to a point on the West line of South Pulaski Road and the point of beginning for said tract of land; thence South 00 degrees 00 minutes 00 seconds West along the West line of said South Pulaski Road, a distance of 33.00 feet to an angle point in said West line which is 67.00 feet (by rectangular measurement) West of the East line of said Section 27; thence South 02 degrees 01 minutes 13 seconds West along the west line of said South Pulaski Road, a distance of 389.65 feet to a point of intersection with a line drawn at right angles to the East line of said Section 27 from a point 422.00 feet South (as measured along the East line of said Section 27) of the Northeast corner of said Section 27 (said point of intersection being 80.72 feet by rectangular measurement, West of the East line of said Section 27); thence North 90 degrees 00 minutes 00 seconds West along the last described line drawn at right angles to the East line of said Section 27, a distance of 352.52 feet to a point on the Northeasterly Right of Way line of the belt Railroad Company of Chicago; thence North 54 degrees 45 minutes, 16 seconds West along said Northeasterly Right of Way line, a distance of 81.14 feet to a point; thence North 00 degrees 03 minutes 04 seconds West along a line which is 1.25 feet East of and parallel with the Southerly extension of the line along the West face of the existing 1.33 foot thick concrete foundation wall, a distance of 102.30 feet to the Southerly face of the wall of the existing building; thence North 54 degrees 50 minutes 14 seconds West along the Southerly face of the wall of the existing building and through the 1.00 foot thick wall of the existing building, a distance of 1.53 feet to a point on the West face of the 1.33 foot thick concrete foundation wall, thence North 00 degrees 03 minutes 04 seconds West along a line which is the west face of the existing 1.33 feet thick concrete foundation wall and its Northerly extension, a distance of 165.50 feet to a point thence South 89 degrees 57 minutes 16 seconds West along the Northerly face of the wall of the existing building, a distance of 101.34 feet to a point, thence South 00 degrees 10 minutes 35 seconds East along the West face of the wall of the existing

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building, a distance of 20.03 feet to a point; thence South 89 degrees 49 minutes 25 seconds West along the Northerly face of the wall of the existing building, a distance of 0.71 feet to a point; Thence South 00 degrees 10 minutes 35 seconds East along the Westerly face of the wall of the existing building, a distance of 0.69 feet to a point which is 131.00 feet (by rectangular measurement) South of the North line of said Section 27; Thence North 89 degrees 38 minutes 40 seconds West along a line 131.00 feet (by rectangular measurement) South of and parallel with the North line of said Section 27, a distance of 249.51 feet to a point on the Northeasterly line of the aforesaid Railroad Right of Way; Thence North 54 degrees 45 minutes 16 seconds West along the Northeasterly Right of Way line of said Railroad, a distance of 229.06 feet to a point which is on the North line of said Section 27; Thence continuing North 54 degrees 45 minutes 53 seconds West along the Northeasterly Right of Way line of said Railroad, said line being also a line 83.00 feet (by rectangular measurement) Southeasterly of and parallel with the Northeasterly line of parcel 2 (as described in warranty deed dated October 17, 1945 and recorded October 24, 1945 as Document #13640521), a distance of 340.67 feet to a point 10.00 feet (by rectangular measurement) East of the West line of the South East 1/4 of the South East 1/4 of said Section 22; Thence North 00 degrees 18 minutes 05 seconds East along a line 10.00 feet (by rectangular measurement) East of and parallel with the West line of the South East 1/4 of the South East 1/4 of said Section 22, a distance of 469.81 feet to a point in the North line of the Southwest 1/4 of the South East 1/4 of the South East 1/4 of said Section 22; thence South 89 degrees 35 minutes 52 seconds East along the North line of the Southwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of said Section 22, a distance of 300.78 feet to a point 21.56 feet (by rectangular measurement) West of the East line of the East 1/2 of the East 1/2 of the West 1/2 of the Southwest 1/4 of the South East 1/4 of the South East 1/4 of said Section 22; Thence South 00 degrees 18 minutes 35 seconds West along a line 21.56 feet (by rectangular measurement) West of and parallel with the East line of the East 1/2 of the East 1/2 of the West 1/2 of the Southwest 1/4 of the South East 1/4 of the South East 1/4 of said Section 22, a distance of 577.95 feet to a point of intersection with the Northwesterly extension of a line drawn at a point on the South line of said Section 22, 102.20 feet East of the Southwest Corner of the East 1/2 of the Southwest 1/4 of the South East 1/4 of the South East 1/4 of said Section 22 to a point on the West line of said East 1/2, 71.30 feet North of the South line of said Section 22; Thence South 54 degrees 45 minutes 16 Seconds East along the last described intersecting line and its Northwesterly extension, a distance of 112.50 feet to a point 22.00 feet (by rectangular measurement) North of the South line of said Section 22; Thence South 89 degrees 38 minutes 40 Seconds East along a line 22.00 feet (by rectangular measurement) North of and parallel with the South line of said Section 22, a distance of 589.55 feet to a point; Thence South 00 degrees 21 minutes 20 seconds West along a line perpendicular to The last described parallel line, a distance of 22.00 feet to a point on the South line of said Section 22; and North line of said Section 27; thence South 89 degrees 38 minutes 40 seconds East along the north line of said Section 27, a distance of 269.50 feet to the point of beginning, all in the City of Chicago, Cook County, and State of Illinois.

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Tract 2: (Fee Simple)

A tract of land in the North 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 27, Township 38 North, Range 13 East of the Third Principal Meridian, to wit: Commencing at the Northeast corner of said Section 27; Thence South 00 degrees 00 minutes 00 seconds West on the East line of said Section 27, a distance of 666.66 feet to a point; Thence North 90 degrees 00 minutes 00 seconds West, a distance of 87.00 feet to the point of beginning for said tract of land being the intersection of the Northeasterly Right of Way line of the Belt Railway Company of Chicago, and the West line of South Pulaski Road; Thence North 00 degrees 00 minutes 00 seconds West along the West line of South Pulaski Road, a distance of 66.66 feet; Thence North 02 degrees 01 minutes 13 seconds East along the West line of South Pulaski Road, a distance of 178.11 feet; Thence North 90 degrees 00 minutes 00 seconds West, a distance of 352.52 feet to the Northeasterly Right of Way line of the Belt Railway Company; Thence South 54 degrees 45 minutes 16 seconds East along said Right of Way line, a distance of 423.96 feet to the point of beginning, in Cook County, Illinois

Tract 3: (Fee Simple)

An irregular tract of land in the North 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 27, Township 38 North, Range 13 East of the Third Principal Meridian, bounded and described as follows: Commencing at the Northeast corner of said Section 27; Thence South 0 degrees 0 minutes 0 seconds West, along the East line of said Section 27, a distance of 666.66 feet to a point; Thence North 90 degrees 0 minutes 0 seconds West, a distance of 87.00 feet (by rectangular measurement) to a point on the Northeasterly Right of Way line of the Belt Railroad Company of Chicago; Thence North 54 degrees 45 minutes 16 seconds West, along the said Northeasterly Right of Way line a distance of 505.10 feet to the point of beginning; Thence North 0 degrees 03 minutes 04 seconds West, along a line which is 1.25 feet East of and parallel with a Southerly extension of the line along the West face of the existing 1.33 feet thick concrete foundation wall, a distance of 102.30 feet to the Southerly face of the wall of the existing building; Thence North 54 degrees 50 minutes 14 seconds West, along the Southerly face of the wall of the existing building and through the 1.00 foot thick wall of the existing building, a distance of 1.53 feet to a point on the West face of the 1.33 foot thick concrete foundation wall; Thence North 0 degrees 03 minutes 04 seconds West, along a line which is the West face of the existing 1.33 foot thick concrete foundation wall and the Northerly extension, a distance of 165.50 feet to a point; Thence South 89 degrees 57 minutes 16 seconds West, along the Northerly face of the wall of the existing building, a distance of 101.34 feet to a point; Thence South 0 degrees 10 minutes 35 seconds East, along the West face of the wall of the existing building, a distance of 20.03 feet to a point; Thence South 89 degrees 09 minutes 25 seconds West, along the Northerly face of the wall of the existing building, a distance of 0.71 feet to a point; Thence South 0 degrees 10 minutes 35 seconds East, along the face of the wall of the existing building, a distance of 0.69 feet to a point which is 131.00 feet (by rectangular

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measurement) South of the North line of said Section 27; Thence North 89 degrees 38 minutes 40 seconds West, along a line 131.00 feet (by rectangular measurement) South of and parallel with the North line of Section 27, a distance of 249.51 feet to a point on the Northeasterly line of aforesaid Railroad Right of Way; Thence South 54 degrees 45 minutes 16 seconds East, along the Northeasterly Railroad Right of Way line, a distance of 432.24 feet to the point of beginning, in Cook County, Illinois.

Tract 4: (Easement)

Non-exclusive perpetual easement for ingress and egress granted pursuant to that certain Easement and Maintenance Agreement made by and among LaSalle National Bank, as Trustee, Nalco Chemical Company and Katalco Corporation, dated August 31, 1976 and recorded November 3, 1976 in the Cook County Recorder's Office as Document No. 23696846 over and across the following described land:

That part of the Southeast 1/4 of Section 22, Township 38 North, range 13 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said Southeast 1/4; thence South 89 degrees 48 minutes 53 seconds West, 67.00 feet, along the South line of said Southeast 1/4 to a point on the West line of South Pulaski Road as widened per Ordinance passed by the City Council of Chicago, on September 12, 1928, said point being the place of beginning of the herein described parcel of land; thence South 89 degrees 48 minutes 53 seconds West, along said South line of 269.50 feet; thence North 0 degrees 11 minutes 07 seconds West, along a line drawn perpendicularly to said South line, 62.50 feet; Thence South 82 degrees 47 minutes 20 seconds East, 170.90 feet to the point of intersection with a line drawn 40.50 feet North of and parallel with the South line of said Southeast 1/4; thence North 89 degrees 48 minutes 53 seconds East, 100.20 feet along said parallel line to the West line of South Pulaski Road as widened per Ordinance passed by the City Council of Chicago on September 12, 1928; Thence South 1 degree 19 minutes 19 seconds West, 7.50 feet along said West line of South Pulaski Road as widened to an angle point on said West line, said angle point being 67.00 feet West of the East line and 33.00 feet North of the South line of said Southeast 1/4 of Section 22; Thence South 0 degrees 13 minutes 21 seconds East, along said West line of South Pulaski Road as widened, 33.00 feet to the place of beginning, in Cook County, Illinois.

NOTE: Being Parcel No. 19-22-417-003-0000, 19-22-417-004-0000, 19-22-417-010-0000, 19-22-417-012-0000, 19-22-417-015-0000, 19-22-417-017-0000, 19-27-100-021-0000 and 19-27-100-022-0000, of the City of Chicago, County of Cook.