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Doc# 2016708047 Fee \$91.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 06/15/2020 11:35 AM PG: 1 OF 21

Prepared by, and after recording, return to:
Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603-4080
Attention: James R. Nelson
Telephone: (312) 845-3498

For Legal description, see page 8

Previously recorded document: Original Mortgage: Document No. 1603519092

THIS MORTGAGE SECURES FUTURE ADVANCES AND VARIABLE RATES OF INTEREST

FIRST AMENDMENT TO OPEN-END MORTGAGE, ASSIGNMENT OF
RENTS AND LEASES AND FIXTURE FILING

Dated as of May 14, 2020

FROM

IOWA INTERSTATE RAILROAD, LTD.

TO

U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral trustee

Debtor: Iowa Interstate Railroad, Ltd.
5900 6th Street, S.W.
Cedar Rapids, Iowa 52401

Secured Party: U.S. Bank National Association, as Trustee
60 Livingston Avenue
St. Paul, Minnesota 55107
Attn: Iowa Interstate Railroad Administrator

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FIRST AMENDMENT TO OPEN-END MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

This FIRST AMENDMENT TO OPEN-END MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (the "**First Amendment**") is dated as of May 14, 2020, from IOWA INTERSTATE RAILROAD, LTD., a Delaware corporation with a mailing address at 5900 6th Street, S.W., Cedar Rapids, Iowa 52401 ("**Mortgagor**"), to U.S. BANK NATIONAL ASSOCIATION, a national banking association with a mailing address at West End Flats, 60 Livingston Avenue, St. Paul, MN 55107, Attention: Iowa Interstate Railroad Administrator, in its capacity as collateral trustee for the Secured Parties from time to time (together with its successors and assigns and any co-trustees in such capacity, the "**Trustee**" or "**Mortgagee**"). Capitalized terms used herein have the meanings specified in the Trust Indenture (as such is hereinafter defined) unless otherwise defined herein.

WITNESSETH THAT:

WHEREAS, the Mortgagor heretofore executed and delivered to Mortgagee that certain Open-End Mortgage, Assignment of Rents and Leases and Fixture Filing dated as of February 2, 2016 (the "**Mortgage**") encumbering the Property described in Schedule I attached hereto, which Mortgage was recorded in the land records of Cook County on February 4, 2016 as Document Number 1603519092;

WHEREAS, the Mortgage secures, among other things, the full and punctual payment and performance when due, whether at stated maturity, by acceleration or otherwise, of all Secured Obligations (as defined in the Mortgage) now or from time to time owing to the Secured Parties (as defined in the Mortgage);

WHEREAS, the Mortgagor, the Trustee and the then existing Secured Parties heretofore entered into that certain Collateral Trust Indenture and Security Agreement dated as of February 2, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "**Trust Indenture**") whereby the Mortgagor granted to the Trustee certain collateral for the benefit of the Secured Parties;

WHEREAS, the Mortgage contemplates that the Mortgagor may incur certain additional Indebtedness, on a secured basis (referred to in the Mortgage as "**Other Secured Loans**"), issued to one or more lenders or other Persons (each such lender or other Person which executes a Joinder to the Trust Indenture is referred to in the Mortgage as an "**Other Secured Party**"), and collectively, all such Persons are referred to as the "**Other Secured Parties**";

WHEREAS, concurrently herewith, the Mortgagor has entered into that certain Note Purchase Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "**2020 Note Purchase Agreement**"), among the Mortgagor and the purchasers named in Schedule A thereto (the "**2020 Purchasers**"), pursuant to which the Mortgagor is, among other things, selling to the 2020 Purchasers and the 2020 Purchasers are purchasing from the Mortgagor, the Mortgagor's 3.87% Senior Secured Notes due May 14, 2035 in the aggregate principal amount of \$60,000,000 (the "**2020 Notes**");

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WHEREAS, pursuant to the terms of the Trust Indenture, each of the 2020 Purchasers has executed a Joinder to the Trust Indenture and thereby (without any further action required), among other things (i) each of the 2020 Purchasers has become an "Other Secured Lender" and a "Secured Party" for purposes of the Trust Indenture, (ii) each of the 2020 Purchasers has become an "Other Secured Party" and a "Secured Party" under the Mortgage, (iii) the obligations of the Mortgagor under the 2020 Notes, 2020 Note Purchase Agreement and each related Operative Agreement have become "Secured Obligations" under the Mortgage, and (iv) the 2020 Note Purchase Agreement has become an Other Secured Loan Agreement under the Mortgage;

WHEREAS, it is a condition to the agreement of the 2020 Purchasers to purchase the 2020 Notes that this First Amendment shall have been executed and delivered by the Mortgagor and Mortgagee in order to, among other things, increase the amount of the Secured Obligations under the Mortgage;

WHEREAS, all requirements of law have been fully complied with and all other acts and things necessary to make this First Amendment a valid, legal and binding instrument according to its terms for the purposes herein expressed have been done or performed.

NOW, THEREFORE, the Mortgagor and the Mortgagee, in consideration of good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

SECTION I. AMENDMENTS

From and after the date hereof, the following terms and provisions of the Mortgage shall be amended as set forth herein, and the Mortgage shall be deemed to mean the Mortgage as amended by this First Amendment:

Section 1.1. The second paragraph following Granting Clause IX in the Mortgage (which paragraph begins "It is expressly understood...") is amended by deleting such paragraph in its entirety and replacing it with the following:

"It is expressly understood and agreed that the Secured Obligations will in no event exceed two hundred percent (200%) of (i) \$210,000,000.00 plus (ii) the total interest which may hereafter accrue under the Operative Agreements on such amount plus (iii) any fees, costs, expenses or other amounts which may be payable hereunder."

Section 1.2. (i) The references to "Note Purchase Agreement" in Section 8 (Insurance) and Section 17 (No Transfer) shall be and include collective references to the 2016 Note Purchase Agreement, the 2020 Note Purchase Agreement and each other Other Secured Loan Agreement from time to time, and (ii) the Note Purchase Agreement section references in Section 8 and Section 17 shall be and include collective references to the equivalent substantive section in the 2016 Note Purchase Agreement and in each other Other Secured Loan Agreement from time to time, if an equivalent section exists therein.

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Section 1.3. For clarity, all references to “Secured Obligations” shall additionally include any and all principal, interest (including any default interest and whether arising before or after the filing of a petition in bankruptcy and whether or not allowed), Make-Whole Amount, premium, breakage costs, indemnity obligations, fees and other indebtedness, obligations and liabilities of the Mortgagor to the Holders of the 2020 Notes issued from time to time under the terms of the 2020 Note Purchase Agreement, in each case arising in connection with the 2020 Note Purchase Agreement and the 2020 Notes and the other related Operative Agreements to which the Mortgagor is a party and whether now existing or hereafter arising (and whether arising before or after the filing of a petition in bankruptcy), due or to become due, direct or indirect, absolute or contingent, and howsoever evidenced, held or acquired.

SECTION 2. MISCELLANEOUS.

Section 2.1. This First Amendment shall be construed in connection with and as part of the Mortgage, and except as modified and expressly amended by this First Amendment, all terms, conditions and covenants contained in the Mortgage are hereby ratified and confirmed and shall be and remain in full force and effect, and the Mortgagor hereby reaffirms all covenants and agreements contained in the Mortgage, each and all of which shall be applicable to all of the indebtedness secured by the Mortgage. Without limiting the foregoing, the Mortgagor hereby agrees that, notwithstanding the execution and delivery of this First Amendment, all rights and remedies of the Mortgagee under the Mortgage, all obligations of the Mortgagor thereunder, and the lien and security interest granted and provided for thereby are and as amended hereby shall remain in full force and effect for the benefit and security of all the indebtedness thereby secured.

Section 2.2. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this First Amendment may refer to the Mortgage without making specific reference to this First Amendment but nevertheless all such references shall include this First Amendment unless the context otherwise requires.

Section 2.3. The descriptive headings of the various Sections or parts of this First Amendment are for convenience only and shall not affect the meaning or construction of any of the provisions hereof.

Section 2.4. This First Amendment shall be governed by and construed in accordance with the law of the jurisdiction where the Property is located.

Section 2.5. The execution hereof by you shall constitute a contract between us for the uses and purposes hereinabove set forth, and this First Amendment may be executed in any number of counterparts, each executed counterpart constituting an original, but all together only one agreement.

Section 2.6. All of the rights, protections, immunities and indemnities granted to the Trustee in the Trust Indenture shall apply hereto as if set forth herein.

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[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK—
SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

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IN WITNESS WHEREOF, the Mortgagor has caused this First Amendment to be signed and sealed the day and year first above written.

IOWA INTERSTATE RAILROAD, LTD., a Delaware corporation

By 
Name: Joseph B. Parsons
Title: President and CEO

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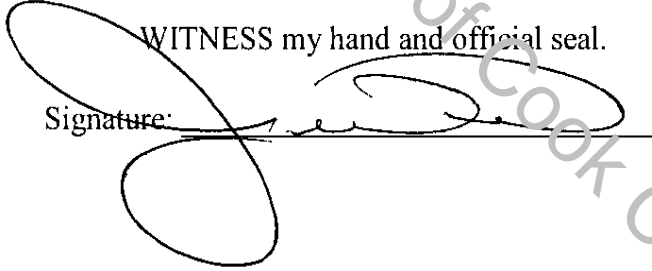
ACKNOWLEDGMENT

STATE OF Iowa)
)
COUNTY OF Linn) SS.:

On May 8, 2020 before me, Julie Seiler-Werbach, personally appeared Joseph B. Parsons, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as President and CEO of Iowa Interstate Railroad, Ltd., and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Iowa that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 

(Seal)



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SCHEDULE I

LEGAL DESCRIPTION

[Attached hereto]

Property of Cook County Clerk's Office
COOK COUNTY
RECORDER OF DEEDS

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SCHEDULE 1

LEGAL DESCRIPTION (COOK COUNTY – ILLINOIS)

All of Mortgagor's right, title and interest to the following parcel(s) in Cook County, Illinois:

For the premises commonly known as 2154 Vermont St. Blue Island, IL 60406 in Cook County, Illinois

Legal Description:

Parcel 1:

Lot 10 and that part of Lot 9 lying southerly of the lands of Ill Central right of way in Roll's subdivision of east 1/2 of block 13 in Sander's second addition to Blue Island, a subdivision of the south 1/2 of the northwest 1/4 of Section 31, township 37 north, range 14, east of the third principal Meridian.

Parcel 2:

Also that part of Block 13 in Sander's second addition to Blue Island being a part of the northwest 1/4 of Section 31, township 37 north, range 14, east of the third principal Meridian, lying southeasterly of the lands of Illinois Central Railroad right of way and lying west of West Lines of lots 9 and 10 in Roll's Subdivision of the east 1/2 of Block 13, in Sander's second addition aforesaid, in Cook County, Illinois

Parcel 3:

An irregular parcel of land located in the south half of the northwest quarter of section 31, township 37 north, range 14 east of the third principal Meridian, more particularly described as follows: Beginning at the point of intersection of Blue Island Railroad Company's easterly right of way line and the North Line of Vermont Street; Thence West Along said North Line 30 feet more or less, to a point 8.5 feet easterly from, measured at right angles to the centerline of Blue Island Railroad Company's Industry lead track; thence northerly parallel with said centerline 412 feet; thence easterly, at right angles 28 feet, more or less, to Blue Island Railroad Company's easterly right of way line; thence southerly, along said right of way line, 400 feet, more or less, to the point of beginning, in Cook County, Illinois.

Property Index Numbers

25-31-123-005-0000

25-31-123-020-0000

25-31-123-021-0000

Blue Island Yard (Four Outfreight Yard Tracks) -- Blue Island, Illinois

Cook County, Illinois

The Point of Beginning being on a line 0.5 feet westerly of and parallel to the centerline of Grantor's former yard track #8 (local #47) and also being 6.5 feet easterly of Grantor's yard track #22 as presently laid out and located and on a line normal to Grantor's former main track #4 centerline located 735.6 foot northerly of the east-west centerline of Section 30, as measured along a line 50 feet westerly of and parallel to said main track #4 centerline; thence southwesterly from said Point of Beginning on a line 8.5 feet easterly of and parallel to the centerline of said yard track #22 to a line 71.5 feet westerly of and parallel to said main track #4 centerline; thence southerly along said line to a line 7.0 feet westerly of and parallel to the centerline of track #10; thence southerly along said line to a line normal to said track #10 centerline located at the southerly headblock of said track #10; thence southeasterly along said line to a line 8.5 feet westerly of and parallel to the centerline of Grantor's former yard track #6 (local #47); thence northerly along said line approximately 6,000 feet to said line 735.6 feet northerly of said east-west centerline; thence westerly along the last line intersected to the Point of Beginning; Also granting to the Grantee that nonexclusive easement easterly of said line 6.5

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feet westerly of and parallel to said yard track #5 (local #47) centerline reserved to the Chicago, Rock Island and Pacific Railroad Company, Debtor, Grantor's predecessor in interest, by the Regional Transportation Authority in its condemnation in the United States District Court for the Northern District of Illinois, Eastern Division (No. 81 C 0431), and a nonexclusive easement westerly of a line 7.0 feet westerly of and parallel to said yard track #10 centerline and a nonexclusive easement easterly of a line 6.5 feet easterly of and parallel to said yard track #22 from said Point of Beginning to a point opposite the point of switch for yard track #8 (local #45) as presently laid out and located in said outfreight lead (ladder) track, said nonexclusive easements being solely for railroad operating clearance purposes in order to comply with Illinois Commerce Commission General Order No. 22 effective November 1, 1920, as amended May 14, 1969, more particularly General Rules 10.1 through 10.5 Inclusive, and Steam Railroad Rules 101.1 through 121.1 Inclusive; Reserving to the Grantor an easement easterly of a line 7.0 feet westerly of and parallel to said yard track #10 centerline and an easement easterly of and parallel to said line being 6.5 feet easterly of said yard track #22, both easements being solely for railroad clearance purposes in order to comply with Illinois Commerce Commission General Order No. 22 effective November 1, 1920, as amended May 14, 1969, more particularly General Rules 10.1 through 10.5 Inclusive, and Steam Railroad Rules 101.1 through 121.1 Inclusive; all in the Southwest quarter of the Northeast Quarter of Section 30, the West Half of the Southeast Quarter of Section 30, the East Half of the Southwest Quarter of Section 30 and the Northwest Quarter of Section 31, both Sections 30 and 31 in Township 37 North, Range 14 East of the 3rd P.M.

Associated with the following PINs and associated addresses:

25-30-500-007 : 122 Wood Street, Blue Island, IL
 25-30-200-003 : 1930 123rd Street, Blue Island, IL
 25-30-400-001 : 12301 Winchester Street, Blue Island, IL
 25-30-315-026 : 2101 127th Street, Blue Island, IL
 25-31-108-001 : 2100 Prairie Street, Blue Island, IL
 25-31-116-006 : 2201 Union Street, Blue Island, IL
 25-31-123-003 : 2200 Vermont Street, Blue Island, IL
 25-31-500-002 : 1960 Burr Oak Avenue, Blue Island, IL
 25-30-500-009 : 23200 Winchester Street, Blue Island, IL

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AND, INCLUDING THE FOLLOWING PARCELS:

Being particular descriptions of certain parcels already described in general terms above and not within any exclusion to the Property conveyed:

COOK COUNTY, ILLINOIS

A parcel of land located in the Northwest Quarter of Section 31, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois which parcel is comprised of a part of the lands lying between the former Chicago, Rock Island and Pacific Railroad Company's main line and suburban line right of ways, which parcel of land is bounded and described as follows:

Beginning at the intersection of the North Line of said Northwest Quarter with a line which is 89.00 feet, measured perpendicularly, Westerly of the centerline of the main line right of way, 100 feet wide, which point of intersection is 478.06 feet, as measured along said North Line of the Northwest Quarter, West of the Northeast corner of said Northwest Quarter, and running;

Thence Southwestwardly along a line which is 89.00 feet Westerly of and parallel with the centerline of the northbound main track as presently located, which parallel line forms an angle of 73 degrees, 06 minutes, 30 seconds, as measured West to Southwest with said North Line of the Northwest Quarter, a distance of 310.31 feet;

Thence Southwestwardly along a curved line which is 89.00 feet Westerly of and concentric with said centerline of the northbound main track, said curved line being an arc of a circle, convex to the Southeast and having a radius of 11,370.16 feet, an arc distance of 208.42 feet;

Thence continuing Southwestwardly along said concentric line, being here an arc of a circle, convex to the Southeast and having a radius of 6,640.65 feet, an arc distance of 936.82 feet to a point on said concentric line which is 31.74 feet, measured perpendicularly, South of the South Line of Union Street;

Thence Southwestwardly along another curved line, being an arc of a circle, convex to the Southeast and having a radius of 3,668.63 feet, an arc distance of 457.48 feet;

Thence Southwestwardly along another curved line, convex to the Northwest and having a radius of 1,601.75 feet, an arc distance of 229.42 feet to a point on the North Line of York Street;

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Thence Southwestwardly along a straight line which is tangent to the last described curved line, a distance of 351.19 feet;

Thence Southwestwardly along a straight line which forms an angle of 12 degrees, 08 minutes, 58 seconds, as measured clockwise with the prolongation of the last described line, a distance of 482.98 feet to a point which is 19.78 feet, as measured along the Southwestward extension of said straight line, Northeast of the intersection of said Southwestward extension with the North Line of Vermont Street, which Point of Intersection is 69.51 feet, as measured along said North Line, East of the center between the two main tracks of the Regional Transportation Authority's Metropolitan Rail, Blue Island Suburban Line.

Thence Northwestwardly along a line perpendicular to the last described line, a distance of 3.60 feet to the Easterly line of the lands acquired by said Regional Transportation Authority as said Easterly line is monumented;

Thence Northeastwardly along said Easterly line, said Easterly line being here an arc of a circle, convex to the Southeast and having a radius of 1,500.49 feet, an arc distance of 576.87 feet;

Thence continuing Northeastwardly along said Easterly line as monumented, said line being here a straight line, a distance of 127.28 feet to a point which is 3.77 feet, measured perpendicularly, North of the North Line of York Street;

Thence continuing Northeastwardly along said Easterly line, being here an arc of a circle, convex to the Southeast and having a radius of 629.59 feet, an arc distance of 22.67 feet;

Thence continuing Northeastwardly, along said Easterly line as monumented, said line being here 10.00 feet Westerly of and parallel with the centerline of Track No. 77, said line being also tangent to the last described curved line, a distance of 811.70 feet;

Thence continuing Northeastwardly along said Easterly line, said line being here 10 feet Westerly of and concentric with said centerline of Track No. 77, said concentric line being an arc of a circle, convex to the Northwest and having a radius of 2,221.92 feet, an arc distance of 296.78 feet;

Thence continuing Northeastwardly along said Easterly line as monumented, being here a straight line which is 10.00 feet Westerly of and parallel with the centerline of said Track No. 77, a distance of 802.60 feet to an intersection with said North Line of the Northwest Quarter;

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Thence Eastwardly along said North Line, a distance of 496.55 feet to the Point of Beginning.

And all of Grantor's right, title, or interest, estate, claim, or demand in any easements for ingress to or egress from the above described parcel or for the continued maintenance, operation, and use of such parcel or any driveways, roads, conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities of any kind on or serving such parcel.

Also, Grantor herein conveys to Grantee all of Grantor's right, title, and interest, estate, claim and demand in the parcel of land next described below including without limitation those interests reserved by the Quitclaim Deed to Iowa Interstate Railroad, Ltd., dated March 31, 1988 and recorded in Cook County, Illinois as Document No. 88142814, in the parcel of land described as follows:

A parcel of land located in the South half of Section 30, Township 37 North, Range 14 East of the Third Principal Meridian, County of Cook, State of Illinois, more particularly described as follows:

Commencing on the East/West centerline of Section 30, 500 feet East of the West right-of-way line of the Regional Transportation Authority, Metropolitan Rail, Rock Island Division ("RTA"); thence Southwesterly along a straight line ("Line A") to a point on a line parallel with and 300 feet East of RTA's West right-of-way line, said point being 420 feet North of the South line of said Section 30, as measured along said parallel line; thence Southwesterly along said line 300 feet East of and parallel with RTA's West right-of-way line to a point on a line 2,400 feet South of, as measured perpendicular to and parallel with, said East/West centerline of Section 30; thence West parallel with said East/West centerline of Section 30 to a point on a line 210 feet East of, as measured perpendicular to, and parallel with said RTA's West right-of-way line; thence Southwesterly along said line being 250 feet East of and parallel with RTA's West right-of-way line, to a point on the South line of said Section 30; thence East along said South line of Section 30 a distance of 68 feet to the Point Of Beginning; thence Northeasterly along a line ("Line B") making an angle of 60° with said South line of Section 30 to a point of intersection with a line 700 feet North of, as measured perpendicular to and parallel with, said South line of Section 30; thence East along said line 700 feet North of and parallel with the South line of Section 30 to a point of intersection with a line 7 feet West of and parallel with the centerline of ICC Track No. 10; thence Southwesterly along a line 7 feet West of and parallel with the centerline of ICC Track No. 10 to the South line of Section 30; thence West along the South

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line of Section 30 to the Point Of Beginning;

AND

All of Grantor's right, title and interest, estate, claim and demand, if any, to a portion of the property described above, said portion being described as follows:

A parcel of land located in the South half of Section 30, Township 37 North, Range 14 East of the Third Principal Meridian, County of Cook, State of Illinois, more particularly described as follows:

Commencing on the East/West centerline of Section 30, 968 feet East of the West right-of-way line of the Regional Transportation Authority, Metropolitan Rail, Rock Island Division ("RTA"); thence Southwesterly along a straight line ("Line A") to a point on a line parallel with and 300 feet East of RTA's West right-of-way line, said point being 420 feet North of the South line of said Section 30, as measured along said parallel line; thence Southwesterly along said line 300 feet East of and parallel with RTA's West right-of-way line to a point on a line 2,400 feet South of, as measured perpendicular to and parallel with, said East/West centerline of Section 30; thence West parallel with said East/West centerline of Section 30 to a point on a line 250 feet East of, as measured perpendicular to, and parallel with said RTA's West right-of-way line; thence Southwesterly along said line being 250 feet East of and parallel with RTA's West right-of-way line, to a point on the South line of said Section 30; thence East along said South line of Section 30 a distance of 66 feet to the Point Of Beginning; thence Northeasterly along a line ("Line B") making an angle of 60° with said South line of Section 30 to a point of intersection with a line 700 feet North of, as measured perpendicular to and parallel with, said South line of Section 30; thence East along said line 700 feet North of and parallel with the centerline of ICC Track No. 10; thence Southwesterly along a line 7 feet West of and parallel with the centerline of ICC Track No. 10b a distance of 45 feet; thence West along a line 856 North of and parallel with the South line of Section 30 a distance of 200 feet; thence Southwesterly at an angle of 45 degrees to the last described course to a point of intersection with line 30 feet Easterly of and parallel with Line B; thence Southwesterly along a line 30 feet Easterly of and parallel with Line

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B to a point 70 feet North of the South line of Section 30 as measured on a line forming a right angle to the South line of Section 30; thence South to the South line of Section 30 a distance of 70 feet on a line forming a right angle to the South line of Section 30; thence West along the South line of Section 30 to the Point Of Beginning.

Also, Grantor herein conveys to Grantee those interests reserved in the Quitclaim Deed to Chicago Rail Link dated May 20, 1987, more specifically described as follows:

All of Grantor's right, title and interest, estate, claim and demand, if any, in any easements for the continued maintenance, operation and use of all existing driveways, roads, conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities and easements of any kind whatsoever on said premises, whether or not of record, whether owned, operated, used or maintained by Grantor, the Grantor's licensees or others, with the reasonable right of entry for the purpose of repairing, reconstructing and replacing same; and the Grantor's right and privilege to convert existing licenses, leases and agreements, for driveways, roads, conduits, sewers, water mains, gas lines, electric power lines, wires and other utilities to permanent easements by issuance of a suitable grant in recordable form in the following described parcel:

A parcel of land located in the Northeast quarter and South half of Section 30, Township 37 North, Range 14 East of the Third Principal Meridian, County of Cook, State of Illinois, more particularly described as follows:

Beginning at a Point on the East/West centerline of Section 30, 968 feet East of the West right-of-way line of the Regional Transportation Authority, Metropolitan Rail, Rock Island Division ("RTA"); thence Southwesterly along a straight line ("Line A") to a point on a line parallel with and 300 feet East of RTA's West right-of-way line, said point being 420 feet North of the South line of said Section 30, as measured along said parallel line; thence Southwesterly along said line 300 feet East of and parallel with RTA's West right-of-way line to a point on a line 2,400 feet South of, as measured perpendicular to, and parallel with said RTA's West right-of-way line; thence Southwesterly along said line being 250 feet East of and parallel with RTA's West right-of-way line, to a point on the South line of said Section 30; thence East along said South

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line of Section 30 a distance of 65 feet; thence Northeasterly along a line ("Line B") making an angle of 60° with said South line of Section 30 to a point of intersection with a line 700 feet North of, as measured perpendicular to and parallel with, said South line of Section 30; thence East along said line 700 feet North of and parallel with the South line of Section 30 to a point of intersection with a line 7 feet West of and parallel with the centerline of ICC Track No. 10; thence Northeasterly along said line 7 feet West of and parallel with the centerline of ICC Track No. 10 to a point of intersection with a line 6.6 feet East of and parallel with ICC Track No. 22; thence Southwesterly along said line 6.6 feet Easterly of and parallel with the centerline of ICC Track No. 22 to said East/West centerline of Section 30; thence East along said East/West centerline to a point of intersection with a line 10 feet Easterly of and parallel with said centerline of ICC Track No. 22; thence Southwesterly along said line 10 feet Easterly of and parallel with ICC Track No. 22 approximately 1,050 feet to a point of intersection with a line projected Easterly at a right angle to said Line A from a point 1,000 feet Southwesterly of said East/West centerline of Section 30 as measured along said Line A; thence Northwesterly along said line projected Easterly from Line A, to a point of intersection with a line 10 feet Easterly of and parallel with the centerline of ICC Track No. 81 (also known as house track No. 4); thence Southwesterly along said line 10 feet Easterly of and parallel with the centerline of said ICC Track No. 81 a distance of 250 feet; thence Northwesterly along a line projected at a right angle from Line A to a point on Line A; thence Northeasterly along said Line A to the Point of Beginning

AND

All of Grantor's right, title and interest, estate, claim and demand, if any, to a non-exclusive roadway and utility easement over a portion of the property described above, said portion is described as follows:

Beginning at a point on the East/West centerline of Section 30, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois and its intersection with a line 10 feet Easterly of and parallel to the centerline of ICC Track No. 22; thence Southwesterly along said line 10 feet Easterly of the centerline of ICC Track No. 22, 150 feet; thence Easterly at a

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right angle to the last described course to a point on a line 37 feet Westerly of and parallel with the centerline of ICC Track No. 10; thence Southwesterly along said line 37 feet Westerly of and parallel with the centerline of ICC Track No. 10; thence Southwesterly along said line 37 feet Westerly of and parallel with the centerline of ICC Track No. 10 to its intersection with a line 700 feet North of and parallel with the South line of said Section 30; thence East along said line 700 feet North of and parallel with the South line of Section 30 to a point of intersection with a line 7 feet West of and parallel with the centerline of ICC Track No. 10; thence Northeasterly along said line 7 feet West of and parallel with the centerline of ICC Track No. 10 to the East/West centerline of said Section 30; thence West along said East/West centerline of Section 30 to the Point of Beginning.

AND

All of Grantor's right, title and interest, estate claim and demand, if any, in and to the following all of which were reserved to William M. Gibbons, trustee (the "Trustee"), predecessor to Grantor in that condemnation by the Regional Transportation Authority in the United States District Court for the Northern District of Illinois, Eastern Division (Case Number 81C431) as described in Exhibit 1 to the Final Judgment Order entered September 6, 1984 all of which are located in Section 30, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

A non-exclusive roadway and utility easement, being 60 feet in width, and being the easterly extension of Prairie Street from the westerly property line, or at another suitable location to be provided by RTA and subject to the terms of an agreement between the Trustee and RTA dated December 2, 1982 said easement being over the following property:

Beginning at a point midway between the centerlines of the two main tracks of the Grantor's former Suburban Line on the north line of Vermont Street; thence east along said north line of Vermont Street a distance of 72 feet, more or less, to a point of intersection with a line drawn parallel with and 6.5 feet westerly of the centerline of ICC Track No. 5; thence northeasterly along said line a distance of 28 feet, more or less, to a point adjacent to the point of switch of ICC Track No. 26 thence westerly at a right angle to the last described course 3.6 feet to a point of intersection with a line drawn parallel with and 10 feet westerly of the centerline of ICC

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Tract No. 26; thence northeasterly along a line drawn parallel with and 10 feet westerly of the centerline of ICC Track No. 26 for a distance of 707 feet, more or less, to a point adjacent to the point of switch of Track No. 77; thence northeasterly along a line drawn parallel with and 10 feet westerly of Track No. 77 a distance of 1870 feet, more or less, to a point of intersection with the south line of Section 30, Township 37 North, Range 14 East; thence west along said south line a distance of 282 feet, more or less, to a point of intersection with the westerly right-of-way line of the Suburban Line; thence southerly along said right-of-way line a distance of 2344 feet, more or less, to the south line of New Street; thence westerly along said south street line to the east line of Wabash (Irving) Street; thence southerly along said east street line to a line thirty feet westerly of and parallel to the centerline of Grantor's westbound Suburban main track, said line being also Grantor's westerly right-of-way line; thence southerly along said line to the west line of Wabash (Irving) Street; thence northerly along said west street line to the south line of Lot 1 of that block bounded by Wabash (Irving), New, Gregory and Vermont Streets; thence westerly 60 feet along said south lot line; thence normal southerly to a point of intersection with the north line of Vermont Street; thence east along said north line a distance of 55 feet, more or less, to the point of beginning.

AND

Beginning at a point 966 feet east of the west right-of-way line of Chicago, Rock Island and Pacific Railroad Company's former Suburban Line on the east/west centerline of said Section 30, thence southwesterly along a straight line, Line A, a distance of 1,000 feet to a point; thence northwesterly at a right angle to the last described line of distance of 100 feet, to a point; thence northeasterly along a line 100 feet westerly of and parallel with Line A, a distance of 950 feet, more or less, to a point in the east/west centerline of said Section 30; thence east along said east/west centerline to the point of beginning, and

A non-exclusive roadway and utility easement being described as follows:

Beginning at the intersection of the east/west centerline of Section 30, Township 37 North, Range 14 East, Cook County, Illinois and the west right-of-way of the Grantor's former

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Suburban Line; thence east along the east/west centerline of said Section 30 a distance of 850 feet, to a point, thence southwesterly along a straight line, said line being westerly of and parallel with Line A, a distance of 850 feet, thence northwesterly at a right angle to the last described line a distance of 30 feet, thence northwesterly along a line 130 feet west of and parallel with Line A a distance of 820 feet, more or less, to a point, thence northwesterly at a 45° angle to the last described line a distance of 80 feet, to a point, thence west along a line 30 feet south of and parallel with the east/west centerline of said Section 30 to the west right-of-way line of the Grantor's former Suburban Line; thence north along said right-of-way line to the point of beginning.

Associated with the following PINs and associated addresses:

25-31-108-001 : 2100 Prairie Street, Blue Island, IL
25-31-116-006 : 2201 Union Street, Blue Island, IL
25-31-123-003 : 2200 Vermont Street, Blue Island, IL
25-31-105-001 : 2311 Prairie Street, Blue Island, IL
25-30-315-026 : 2101 127th Street, Blue Island, IL
25-30-315-027 : 2001 124th Street, Blue Island, IL
25-30-400-001 : 12301 Winchester Street, Blue Island, IL

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Excluding therefrom the following described parcel(s):

Blue Island, Illinois

Exclusion Parcel A parcel of land located in the Southwest Quarter of Section 30, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing on the East/West centerline of said Section 30, 868 feet East of the West right of way line of the Regional Transportation Authority, Metropolitan Rail, Rock Island Division (RTA); thence Southwesterly along a straight line (Line A) to a point on a line parallel with and 300 feet East of RTA's West right of way line, said point being 420 feet North of the South line of said Section 30, as measured along said parallel line; thence Southwesterly along said line 300 feet East of and parallel with RTA's West right of way line to a point on a line 2,400 feet South of, as measured perpendicular to and parallel with said East/West centerline of said Section 30; thence West parallel with said East/West centerline of said Section 30 to a point on a line 250 feet East of, as measured perpendicular to, and parallel with said RTA's West right of way line; thence Southwesterly along said line being 260 feet East of and parallel with RTA's West right of way line, to a point on the South line of said Southwest Quarter of Section 30; thence East along said South line of said Southwest Quarter of Section 30 on an assumed bearing of South 90 degrees East a distance of 280.26 feet; thence North 10 degrees 34 minutes 24 seconds East, 33.60 feet to a point on a line 33 feet North of and parallel with said South line of the Southwest Quarter of Section 30, being the POINT OF BEGINNING thence continuing North 10 degrees 34 minutes 24 seconds East, 201.06 feet; thence North 12 degrees 23 minutes 45 seconds West, 154.91 feet to a point on "Line B" being the Northwesterly parcel line in Quitclaim Deed recorded April 6, 1928 as Document No. 88142814; thence North 30 degrees 00 minutes East along said "Line B", 388.68 feet to a point on a line 700 feet North of and parallel with said South line of said Southwest Quarter of Section 30; thence North 90 degrees East along said parallel line 257.98 feet to a point of intersection with a line 7 feet West of and parallel with the centerline of former I.C.C. Track No. 10 (also being a line 39.00 feet West of and parallel with the Westerly right of way line of the former Chicago, Rock Island & Pacific Railroad Company's main line); thence South 16 degrees 53 minutes 30 seconds West along said parallel line 697.07 feet to a line 33 feet North of and parallel with said South line of the Southwest Quarter of Section 30; thence North 90 degrees West along said parallel line 238.16 feet to the point of beginning.

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LESS AND EXCEPT THEREFROM THAT PART THEREOF DESCRIBED AS EXCEPTION NO. 1 AS FOLLOWS: Beginning at the intersection of a line parallel with and 33 feet North of the South line of said Southwest Quarter of Section 30, and a line 7 feet West of and parallel with the centerline of the former I.C.C. Track No. 10 (also being a line 39.00 feet Westerly of and parallel with the Westerly right of way line of the former Chicago, Rock Island & Pacific Railroad Company's main line); thence North 14 degrees 57 minutes 27 seconds East, 376.29 feet to a point of curve; thence Northeasterly along a tangent curve convex to the Northwest having a radius of 1,801.73 feet through a central angle of 6 degrees 38 minutes 23 seconds an arc distance of 177.36 feet to its intersection with a curve line convex to the Southeast having a radius of 970.06 feet whose chord bears North 32 degrees 47 minutes 14 seconds East on a distance of 36.37 feet to a point on said line parallel with and 7 feet West of the centerline of the former I.C.C. Track No. 10; thence South 16 degrees 53 minutes 30 seconds West along said parallel line 688.30 feet to the point of beginning.

ALSO EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS EXCEPTION NO. 2 AS FOLLOWS: A 26 foot strip of land in the Southwest Quarter of Section 30, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, beginning at the intersection of a line 700 feet North of and parallel with the South line of the Southwest Quarter of said Section 30, and a line 7 feet West of and parallel with the centerline of the former I.C.C. Track No. 10 (also being a line 39.00 feet Westerly of and parallel with the Westerly right of way line of the former Chicago, Rock Island & Pacific Railroad Company's main line); thence North 80 degrees West along said line 700 feet North of and parallel with the South line of said Southwest Quarter of Section 30, 3.36 feet; thence Southwesterly along a curve line convex to the Southeast having a radius of 945.06 feet whose chord bears South 38 degrees 34 minutes 27 seconds West an arc distance of 433.56 feet to a point of tangent; thence South 51 degrees 43 minutes West, 117.18 feet to a point of curve; thence Southwesterly along a tangent curve convex to the Northwest having a radius of 1,127.94 feet an arc distance of 60.17 feet; thence South 14 degrees 23 minutes 45 seconds East, 22.94 feet; thence South 10 degrees 34 minutes 24 seconds West, 7.57 feet to a point of curve; thence Northeasterly along a curve line convex to the Northwest having a radius of 1,102.94 feet whose chord bears North 49 degrees 45 minutes 49 seconds East an arc distance of 75.19 feet to a point of tangent; thence North 51 degrees 43 seconds East, 117.18 feet to a point of curve; thence Northeasterly along a tangent curve line to the Southeast having a radius of 970.06 feet an arc distance of 338.68 feet to its intersection with said line 7 feet West of and parallel with the centerline of former I.C.C. Track No. 10; thence North 16 degrees 53 minutes 30 seconds East, 108.77 feet to the point of beginning.

Associated with the following PIN and associated address:
25-30-315-026 : 2101 127th Street, Blue Island, IL