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ST. CLAIR COUNTY CLERK'S OFFICE
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SPECIAL WARRANTY DEED

THIS INDENTURE, made this 16th day of APRIL, 1974,
between the Grantor, American Can Company, a New Jersey corporation,
and the Grantee, North Pier Terminal Co., a Delaware corporation,
which has an address at 444 Lake Shore Drive, Chicago, Illinois
60611,

WITNESSETH, that the Grantor, for and in consideration of the
sum of Ten Dollars (\$10.00) in hand paid by the Grantee, the receipt
whereof is hereby acknowledged, and pursuant to authority of the
Board of Directors of the Grantor, by these presents does REMISE,
RELEASE, ALIEN AND CONVEY unto the Grantee and to its successors
and assigns, FOREVER, all the following described land, situate in
the County of Cook and State of Illinois known and described as
follows, to wit:

THE LAND DESCRIBED IN Exhibit One
HERETO ATTACHED AS A PART HEREOF

16.00

Together with all and singular the hereditaments and appurten-
ances thereunto belonging, or in anywise appertaining, and the
reversion and reversions, remainder and remainders, rents, issues
and profits thereof, and all the estate, right, title, interest,
claim or demand whatsoever, of the Grantor, either in law or equity,
of, in and to the above described premises, with the hereditaments
and appurtenances: TO HAVE AND TO HOLD the said premises as above
described, with the appurtenances, unto the Grantee, its successors
and assigns forever;

And the Grantor, for itself, and its successors, does covenant,
promise and agree, to and with the Grantee, its successors and
assigns, that Grantor has not done or suffered to be done, anything
whereby the said premises hereby granted are, or may be, in any

MAIL TO:
CHICAGO TITLE + TRUST COMPANY
111 W. WASHINGTON ST.
CHICAGO, ILL. 60602
ATTN: J. ARENOT

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manner incumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under Grantor, Grantor WILL WARRANT AND FOREVER DEFEND;

ALL SUBJECT, HOWEVER, TO

(1) The Sublease, dated November 1, 1963 between American Can Company, as Landlord, and North Pier Terminal Co., as Tenant, as amended and supplemented, and the rights of the parties in possession;

(2) the acts and omissions of said Tenant;

(3) protective covenants as set forth in instrument recorded February 15, 1952, as document 15275546 by Oak Park National Bank, a national banking association, Trustee under Trust Agreement dated January 17, 1951, and known as Trust No. 2411 relating to the location of buildings and loading platforms and construction of buildings to be erected on premises in question and other property;

(4) installations of special assessments or special taxes not due as of May 1, 1974; and

(5) the easements hereinafter granted and reserved to American Can Company.

There are hereby granted and reserved to American Can Company, a New Jersey corporation (herein sometimes called "American Can") the following described easements:

A. An easement (herein sometimes called the "utility easement") to construct, maintain, operate, use, reconstruct, repair, renew and remove, a storm sewer of 24 inch maximum diameter, a sanitary sewer of 12 inch maximum diameter, a water main of 8 inch maximum diameter and power lines and poles under, upon, over and along the utility easement area described in Exhibit A hereto attached as a

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part hereof, which utility easement is further described and limited as follows:

1. North Pier Terminal Co., a Delaware corporation (hereinafter sometimes called "North Pier") upon the delivery of this instrument is the owner, subject to the provisions hereof, of the property described in Exhibit One hereto attached as a part hereof (which property is hereinafter sometimes called the "North Pier property") and the utility easement area lies within the North Pier property.
2. The utility easement is appurtenant to and for the benefit of the property of American Can described in Exhibit Two hereto attached as a part hereof (which property is hereinafter sometimes called the "American Can property").
3. The existing storm sewer and the existing sanitary sewer located in the utility easement area and serving the American Can property shall be and remain the property of American Can as installations provided for by the utility easement.
4. North Pier in its use of the utility easement area will so conduct such use as to permit American Can to enjoy the benefit of the utility easement except for such temporary interruptions, if any, as are unavoidable as a practical matter.
5. American Can in its exercise of its rights under the utility easement will avoid unreasonable interference with the use of the utility easement area by North Pier for the kinds of uses presently conducted therein by North Pier.

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6. The benefits and burdens of this utility easement shall inure to and be binding upon American Can and its successors in ownership of the American Can property and North Pier and its successors in ownership of the North Pier property.

B. An easement (herein sometimes called the "railroad easement") to construct, maintain, operate, use, reconstruct, repair, renew and remove a railroad track upon, over and along the railroad easement area consisting of (a) the area described in Exhibit A aforesaid together with (b) the area described in Exhibit B hereto attached as a part hereof, which railroad easement is further described and limited as follows:

1. The railroad easement is appurtenant to and for the benefit of the American Can property. Neither North Pier nor American Can will store railroad cars in the railroad easement area.
2. Except as otherwise herein provided North Pier will maintain at its expense the railroad track and related equipment as presently located in the railroad easement area and the additions to and alterations of such track and equipment which American Can is permitted to make as hereinafter set forth.
3. American Can may, at its expense for initial installation, install a switch and additional track in the railroad easement area to provide service to the American Can property, all approximately at the locations shown in the Site Plan by James E. Rhines, Architect, dated 3/28/74 entitled "N.P.T. Co. Bellwood B'ld'g. Proposed Switch Track to Serve American Can Co. B'ld'g." American Can may, at its expense for initial installation, also raise the grade of the existing track from a

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point 25 feet north of the south line of the North Pier property to the south line of the American Can property by not to exceed a 1% increase in grade, but in such case of increase in grade American Can will, at its expense in the initial installation, bring down to present grade the track at present location serving North Pier east of the railroad easement area and install, if North Pier so requests, in the last referred to portion of track, a manual derail device.

4. All work by American Can under item 3 above is to conform to railroad company requirements and shall not substantially interfere with North Pier receiving railroad cars as it presently receives the same.
5. American Can will maintain the switch installed by it, the new rail installed by it from such point of switch to the south line of the American Can property and, for such new rail, the ties and ballast from point of frog to the south line of the American Can property.
6. American Can and North Pier are entitled to equal priority in the use of the railroad facilities in the railroad easement area, until such time, if any, as North Pier abandons railroad use in said area as hereinafter provided.
7. If North Pier by notice in writing to American Can abandons railroad use in the railroad easement area, all interest of North Pier in the track and related equipment in said area shall become the property of American Can which thereafter will

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have the sole right to use said area for railroad track purposes, and after such notice of abandonment North Pier shall not have any obligations to American Can to maintain track and related equipment in said area.

8. North Pier may maintain a fence near the most northerly boundary of the railroad easement area. If for purposes of its railroad traffic American Can desires to install a gate in such fence it may do so at its expense but shall take care to keep such gate locked when it is not in use for handling railroad traffic.
9. The benefits and burdens of this railroad easement shall inure to and be binding upon American Can and its successors in ownership of the American Can property and North Pier and its successors in ownership of the North Pier property.

IN WITNESS WHEREOF, Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Senior Vice President, and attested by its Asst Secretary, the day and year first above written.

AMERICAN CAN COMPANY

By [Signature]
Senior Vice President

Attest: [Signature]
Secretary



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STATE OF Connecticut)
COUNTY OF Hartford) SS.

I, Edward J. Kenney, a notary public
qualified for said County, in the State aforesaid, DO HEREBY CERTIFY
that D. B. [unclear] personally known to me to be
the President of American Can Company, a New Jersey
corporation, and Joseph [unclear] personally known
to me to be the Assistant Secretary of said corporation, and
personally known to me to be the same persons whose names are
subscribed to the foregoing instrument, appeared before me this
day in person and severally acknowledged that as such President
President and Assistant Secretary, they signed and delivered
the said instrument as President President and Assistant
Secretary of said corporation, and caused the corporate seal of
said corporation to be affixed thereto pursuant to authority,
given by the Board of Directors of said corporation as their
free and voluntary act, and as the free and voluntary act and deed
of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 11th day of
April, 1974.



Edward J. Kenney
Notary Public

Commission expires April 31 1975

This instrument was prepared by
Frank D. Kenney
One First National Plaza
Chicago, Illinois 60670

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Exhibit One

Of the Special Warranty Deed by
AMERICAN CAN COMPANY, Grantor,
to NORTH PIER TERMINAL CO., Grantee.

THAT PART OF LOTS 14 TO 17, BOTH INCLUSIVE, AND 19 TO 22, BOTH INCLUSIVE, ALL TAKEN AS A TRACT, IN COMMISSIONER'S PARTITION OF THE NORTH 56 ACRES OF THE WEST 1/2 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF A LINE 1123.32 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 15 AFORESAID WITH THE SOUTHWESTERLY LINE OF SOUTH MAYWOOD DRIVE AS DEDICATED PER DOCUMENT NO. 10112659; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF SOUTH MAYWOOD DRIVE AND ALONG THE SOUTHWESTERLY LINE OF MADISON STREET AS RELOCATED PER DOCUMENT NO. 3225425 TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 238.51 FEET OF LOTS 19 TO 20 AFORESAID; THENCE SOUTH ALONG SAID EAST LINE 380.78 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID TRACT 15.00 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID TRACT TO A POINT 170.13 FEET NORTH OF THE SOUTH LINE OF SAID TRACT; THENCE WEST 245.82 FEET TO A POINT 170.45 FEET NORTH OF THE SOUTH LINE OF SAID TRACT; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID TRACT 48.53 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID TRACT TO A POINT ON A LINE 248.0 FEET EAST OF THE WEST LINE OF SAID TRACT; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID TRACT TO A POINT 118.0 FEET NORTH OF THE SOUTH LINE OF SAID TRACT; THENCE SOUTHWESTERLY TO A POINT 166.0 FEET EAST OF THE WEST LINE AND 75.0 FEET NORTH OF THE SOUTH LINE OF SAID TRACT; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID TRACT 133.0 FEET TO THE EAST LINE OF SOUTH 15TH AVENUE; THENCE SOUTH ALONG SAID EAST LINE TO A POINT ON A LINE 50.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT; THENCE EAST ALONG SAID PARALLEL LINE TO A POINT 93.32 FEET EAST OF THE WEST LINE OF SAID TRACT; THENCE NORTHEASTERLY TO A POINT 68.83 FEET NORTH OF THE SOUTH LINE OF SAID TRACT AS MEASURED ALONG A LINE 1123.32 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 15 AFORESAID; THENCE NORTH ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Exhibit One

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Exhibit Two

Of the Special Warranty Deed by
AMERICAN CAN COMPANY, Grantor,
to NORTH PIER TERMINAL CO., Grantee.

THAT PART OF LOTS 19 TO 24, BOTH INCLUSIVE, ALL TAKEN AS A TRACT IN COMMISSIONER'S PARTITION OF THE NORTH 56 ACRES OF THE WEST 1/2 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF MADISON STREET AS RELOCATED PER DOCUMENT NO. 3225425 WITH THE EAST LINE OF THE WEST 238.51 FEET OF LOTS 19 TO 20 AFORESAID; THENCE SOUTH ALONG SAID EAST LINE 380.78 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID TRACT 15.00 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID TRACT TO A POINT 170.13 FEET NORTH OF THE SOUTH LINE OF SAID TRACT; THENCE WEST 245.82 FEET TO A POINT 170.45 FEET NORTH OF THE SOUTH LINE OF SAID TRACT; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID TRACT 43.53 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID TRACT TO A POINT ON A LINE 248.00 FEET EAST OF THE WEST LINE OF SAID TRACT; THENCE NORTH 80.93 FEET ALONG SAID LINE 248.00 FEET EAST OF THE WEST LINE OF SAID TRACT TO A LINE 300.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT; THENCE EAST 58.00 FEET ALONG SAID PARALLEL LINE TO A LINE 306.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID TRACT; THENCE NORTH ALONG SAID 306.00 FEET LINE 371.74 FEET TO THE AFORESAID SOUTHWESTERLY LINE OF MADISON STREET; THENCE SOUTHEASTERLY 269.762 FEET ALONG SAID SOUTHWESTERLY LINE OF MADISON STREET TO THE HEREINABOVE DESIGNATED PLACE OF BEGINNING. ALL IN COOK COUNTY, ILLINOIS.

Exhibit Two

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Exhibit A

Of the Special Warranty Deed by
AMERICAN CAN COMPANY, Grantor,
to NORTH PIER TERMINAL CO., Grantee.

A TRACT OF LAND 25.00 FEET IN WIDTH, BEING PART OF LOTS 21 AND 22 IN COMMISSIONER'S PARTITION OF THE NORTH 56 ACRES OF THE WEST 1/2 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF A LINE DRAWN 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 22 WITH THE EAST LINE OF SOUTH 25TH AVENUE; THENCE NORTH ALONG SAID EAST LINE 25.00 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 45 SECONDS EAST 133.00 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 22; THENCE NORTH 62 DEGREES 09 MINUTES 18 SECONDS EAST 167.391 FEET TO A POINT ON A LINE DRAWN 312.24 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 22; THENCE NORTH 18.769 FEET ALONG SAID PARALLEL LINE TO A POINT 170.45 FEET NORTH OF THE SOUTH LINE OF SAID LOT 22; THENCE NORTH 89 DEGREES 51 MINUTES 18 SECONDS EAST 25.00 FEET; THENCE SOUTH 33.899 FEET ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 22; THENCE SOUTH 62 DEGREES 09 MINUTES 18 SECONDS WEST 186.606 FEET TO THE POINT OF INTERSECTION WITH A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 22; THENCE S. 89°46'45"W 139.241 FEET ALONG SAID LINE 50.00 FEET NORTH OF AND PARALLEL TO THE HEREINABOVE DESIGNATED PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Exhibit A

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Exhibit B

Of the Special Warranty Deed by
AMERICAN CAN COMPANY, Grantor,
to NORTH PIER TERMINAL CO., Grantee.

A TRACT OF LAND 17.00 FEET IN WIDTH, BEING PART OF LOTS 21 AND 22 IN COMMISSIONER'S PARTITION OF THE NORTH 56 ACRES OF THE WEST 1/2 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN A LINE 312.24 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 22, SAID POINT BEING 170.43 FEET NORTH OF THE SOUTH LINE OF SAID LOT 22; THENCE NORTH 89 DEGREES 51 MINUTES 18 SECONDS EAST ALONG A LINE "A" 25.00 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 22, 15.791 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE CONTINUING SOUTH 18.108 FEET; THENCE NORTHEASTERLY 76.44 FEET ALONG THE ARC OF A CIRCLE OF 328.10 FEET RADIUS CONVEX TO THE SOUTHEAST AND WHOSE CHORD BEARS NORTH 63 DEGREES 27 MINUTES 57 SECONDS EAST TO THE POINT OF INTERSECTION WITH THE AFORESAID LINE "A"; THENCE SOUTH 89 DEGREES 51 MINUTES 18 SECONDS WEST ALONG SAID LINE "A" 33.472 FEET; THENCE SOUTHWESTERLY 38.24 FEET ALONG THE ARC OF A CIRCLE OF 311.10 FEET RADIUS CONVEX TO THE SOUTHEAST AND WHOSE CHORD BEARS SOUTH 65 DEGREES 27 MINUTES 03 SECONDS WEST TO THE HEREIN ABOVE DESIGNATED PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Apr 24 '74 2 11 PM

William A. Olson
RECORDED FOR DEEDS

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Exhibit B

AFFIDAVIT FOR PURPOSE OF PLAT ACT

STATE OF ILLINOIS)) SS
COUNTY OF COOK)

Frank D. Kenney
Being first duly sworn on oath deposes and says that:

- 1. Affiant resides at Rt. 2, Box 104, Barrington, Illinois
- 2. That he is (agent) ~~(officer)~~ (one of) grantor ~~(s)~~ in a (deed) ~~(lease)~~ dated the 16th day of April 19 74 conveying the following described premises:

The Land described in attached Exhibit One

3. That the instrument aforesaid is exempt from the provisions of "An Act to Revise the Law in Relation to Plats" approved March 31, 1874, as amended by reason that the instrument constitutes

- ~~(a) The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;~~
- ~~(b) The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;~~
- ~~(c) The sale or exchange of parcels of land between owners of adjoining and contiguous land;~~
- ~~(d) The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;~~
- ~~(e) The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;~~
- ~~(f) The conveyance of land for highway or other public purposes or grants of conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;~~
- ~~(g) Conveyances made to correct descriptions in prior conveyances.~~
- (h) The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access.

Further the affiant sayeth not.

Frank D. Kenney



Subscribed and sworn to before me this 23rd day of April 19 74.

S. Barbara Bagel
Notary Public
My Commission Expires May 2, 1976

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Exhibit One

Of the Special Warranty Deed by
AMERICAN CAN COMPANY, Grantor,
to NORTH PIER TERMINAL CO., Grantee.

THAT PART OF LOTS 14 TO 17, BOTH INCLUSIVE, AND 19 TO 22,
BOTH INCLUSIVE, ALL TAKEN AS A TRACT, IN COMMISSIONER'S
PARTITION OF THE NORTH 56 ACRES OF THE WEST 1/2 OF SECTION
15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL
MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF
INTERSECTION OF A LINE 1123.32 FEET EAST OF AND PARALLEL WITH
THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 15 AFORESAID
WITH THE SOUTHWESTERLY LINE OF SOUTH MAYWOOD DRIVE AS DEDICATED
PER DOCUMENT NO. 10112659; THENCE NORTHWESTERLY ALONG SAID
SOUTHWESTERLY LINE OF SOUTH MAYWOOD DRIVE AND ALONG THE
SOUTHWESTERLY LINE OF MADISON STREET AS RELOCATED PER DOCUMENT
NO. 3225425 TO THE POINT OF INTERSECTION WITH THE EAST LINE
OF THE WEST 328.51 FEET OF LOTS 19 TO 20 AFORESAID; THENCE
SOUTH ALONG SAID EAST LINE 380.78 FEET; THENCE WEST PARALLEL
WITH THE SOUTH LINE OF SAID TRACT 15.00 FEET; THENCE SOUTH
PARALLEL WITH THE WEST LINE OF SAID TRACT TO A POINT 170.13
FEET NORTH OF THE SOUTH LINE OF SAID TRACT; THENCE WEST
245.82 FEET TO A POINT 170.15 FEET NORTH OF THE SOUTH LINE
OF SAID TRACT; THENCE NORTH PARALLEL WITH THE WEST LINE OF
SAID TRACT 48.53 FEET; THENCE WEST PARALLEL WITH THE SOUTH
LINE OF SAID TRACT TO A POINT ON A LINE 248.0 FEET EAST OF THE
WEST LINE OF SAID TRACT; THENCE SOUTH PARALLEL WITH THE WEST
LINE OF SAID TRACT TO A POINT 111.0 FEET NORTH OF THE SOUTH
LINE OF SAID TRACT; THENCE SOUTHWESTERLY TO A POINT 166.0 FEET
EAST OF THE WEST LINE AND 75.0 FEET NORTH OF THE SOUTH LINE
OF SAID TRACT; THENCE WEST PARALLEL WITH THE SOUTH LINE OF
SAID TRACT 133.0 FEET TO THE EAST LINE OF SOUTH 25TH AVENUE;
THENCE SOUTH ALONG SAID EAST LINE TO A POINT ON A LINE 50.0
FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT;
THENCE EAST ALONG SAID PARALLEL LINE TO A POINT 973.32 FEET
EAST OF THE WEST LINE OF SAID TRACT; THENCE NORTHEASTERLY TO
A POINT 68.83 FEET NORTH OF THE SOUTH LINE OF SAID TRACT AS
MEASURED ALONG A LINE 1123.32 FEET EAST OF AND PARALLEL WITH
THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 15 AFORESAID;
THENCE NORTH ALONG SAID PARALLEL LINE TO THE POINT OF
BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Proper

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22-635 375

Exhibit One

END OF RECORDED DOCUMENT