85223099

CONSENT AND WAIVER BY OWNER OF REAL ESTATE

WHERLA), Ryerson has leased or will lease from Beneficial Leasing Group, Inc. (hereinafter referred to as "Lessor") under or pursuant to an Equipment Leasing Agreement dated as of December 28, 1984, as amended, between Ryerson and Lessor (hereinafter referred to as the "Lease") the following equipment (hereinafter referred to as the "Equipment"):

The Equipment described opposite its name on Schedule B actached hereto

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged by Tyerson, Ryerson does hereby agree and waive as follows:

- 1. The Equipment may be kept, installed, maintained, used and operated in and affixed to the Premises. The Equipment is and shall remain personal property, notwithstanding the manner in which it is installed in or affixed to the Premises. The title and ownership of the Equipment is and shall remain in Lessor unless and until it is conveyed by Lessor to other parties. This Agreement shall apply to any of the Equipment which is presently on or may hereafter be delivered to and installed on and affixed to the Premises.
- 2. Ryerson waives and disclaims each and every right which Ryerson now has or may hereafter have under the laws of the State of Illinois or any other state or by or under the terms of any lease, mortgage or other agreement now or hereafter in effect, to levy or distrain upon the Equipment for rent (whether in arrears or in advance or both) or to claim or assert any lien, right, title or interest in or to the Equipment.
- 3. Ryerson agrees and acknowledges that any right, title or interest which Lessor now has or may hereafter have in or to the Equipment and by or under the Lease is superior to any



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claim, lien, right, title or interest of any hature which Ryerson now has or may hereafter have against or with respect to the Equipment by or under any law or any lease, mortgage or other agreement or otherwise.

- 4. Ryerson agrees that Lessor or its agents may enter the Premises and remove all or any portion of the Equipment therefrom at any time that Lessor is entitled so to do under the terms of the Lease or otherwise, without liability or accountability to Ryerson therefor; and Ryerson hereby irrevocably grants to Lessor and its agents the right of entry to the Premises to remove the Equipment, or any portion thereof, from the Premises at any reasonable time or times upon reasonable notice to Ryerson, except upon the happening of an Event of Lefault (as defined in the Lease).
- 5. Lessor may at any time, or from time to time, without in any way affecting the validity of this Consent and Waiver, waive or exterd the time for the payment or performance by Ryerson of any of its liabilities, obligations or undertakings under the Lease of grant any other indulgence to Ryerson.
- 6. This Waiver and Consent, and the terms and provisions hereof, shall inure to the benefit of the successors and assigns of Lessor and shall be binding upon the heirs, personal representatives, successors (including successors in interest) and assigns of Ryerson.
- 7. A legal description of the Premises is attached hereto and made a part hereof as Schedule 2.

IN WITNESS WHEREOF, Joseph T. Ryerson & Son, Inc. has executed this Consent and Waiver under soul this 27th day of June 1985

(Corporate Seal)

JOSEPH T. RYERSON & SON, INC.

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UNOFFICIAL COPY (1)

ACKNOWLEDGMENT BY JOSEPH T. RYERSON & SON, INC.

STATE OF ILLINOIS) SS. COUNTY OF COOK)

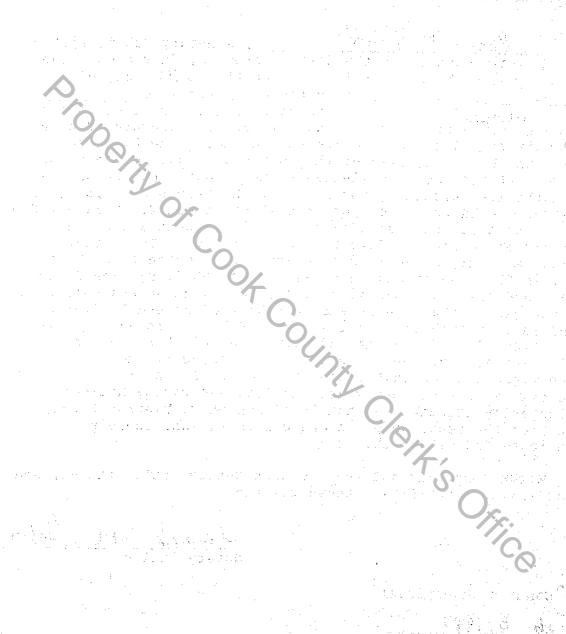
0- 1 W C look
I. Pamela M. Golow, a Notary Public within and for said County, in the State aforesaid, duly commissioned
and acting, do hereby certify that on this ATM day of
Tune . 1985, personally appeared before me
J.M. Herokill , to me personally well known and
known to he to be the person who signed the foregoing Consent
and Waiver, and known to me to be and who, being by me duly
sworn and being informed of the contents of said Consent and
Waiver, stated and acknowledged to me on oath that he/she was
an authorized signatory for Joseph T. Ryerson & Son, Inc., and
that he/she knows the corporate seal of Joseph T. Ryerson & Son,
Inc., and that the seal affixed to said Consent and Waiver is
the corporate seal of loseph T. Ryerson & Son, Inc., that
he/she was duly authorized to execute said Consent and Waiver
for, in the name of and on bahalf of Joseph T. Ryerson & Son.
Inc., and that same was signed, sealed, executed and delivered
by him/her in the name of and on tehalf of Joseph T. Ryerson &
Son, Inc. by authority of its Board of Directors and that the
execution of said Consent and Waiver was his/her free and
voluntary act and deed in his/her said capacity and
acknowledged to me that Joseph T. Ryerson & Son, Inc. executed
the same as its voluntary act and deed and was by him/her
voluntarily executed, on behalf of Joseph T. Ryerson & Son.
Inc. for the uses, purposes and considerations therein
mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

Jamela M. Jaolon Notary Public

My Commission expires:

Feb. 5, 1987



UNOFFICIAL COF

Chicago's North, Center and South plants consist of they following real property:

PARCEL 1:

That part of Lots 7 and 8 and part of vacated 14th Street and vacated Maplewood Place bounded and described as follows: Beginning at the point where the middle line of vacated Maplewood Place meets the South Easterly line of Ogden Avenue; thence North Easterly along the South Easterly line of Orden Avenue 128.512 feet more or less to a point distant 12 inches measured South Westerly along said South Easterly line of Ogden Avenue from the South Westerly face of the South Westerly. wing wall of the bridge which carries the railroad of the Pittsburgh, Cincinnati, Chicago and St. Louis Railroad Company over said Orden Avenue; thence south Easterly forming an angle of 90 degrees with the South Easterly line of Ogden Avenue 96,494 feet to a point; thence South 63.769 feet to a point in the middle of vacated 14th Street distant of 36.117 real measured along said middle line of vacated 14th Street from a point at the North Westerly corner of a parcel 5 below described; thence west along said middle line of vacated 14th Street 112.248 feet to a point; thence North Westerly along the South Easterly production of and along the middle line of vacated Maplewood Place 108.656 feet to place of beginning, in Block 5 in Ogden and Coggill's Subdivision of Lots 2, 3, 5, 6, 7, 8, 13, 14, 15, 16, 17 and 18 in William Ogden's Subdivision of the East half of the North East quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian: -047/1

ALSO

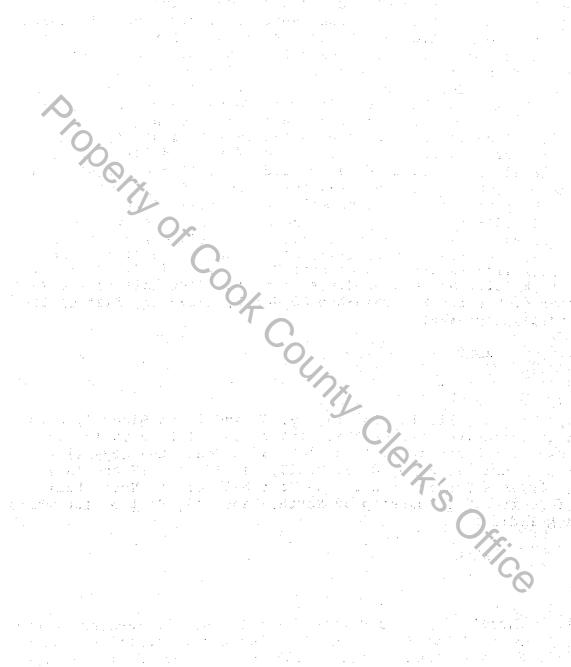
PARCEL 2:

Lots 2, 3, 6, 7, 10, 11, 14, 15, 18, 19, 22 and 25 in Block 7; Lots 1 to 25 both inclusive (except that part of Lots 1 to 5 inclusive, taken or used for Ogden Avenue) in Block 8 in Ogden and Coggill's Subdivision of Lots 2, 3, 5, 6, 7, 8, 13, 14, 15, 16, 1/ and 18 in William B. Ogden s Subdivision of the East half of the North East quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian;

ALSO

PARCEL 3:

The piece or parcel of land described as follows: Commencing at the North East corner of Lot 2 in Block 7 in Ogden and Coggill's Subdivision; thence North 33 feet; thence West 148.55 feet; thence North 24 degrees 16 minutes West 108.4 feet to the South line of Ogden Avenue; thence South Westerly along the South line of Ogden Avenue 33 feet to the North East corner of Block 8 in said Ogden and Coggill's Subdivision; thence Southerly along the East line of said Block 8 to the North line of West 15th Street; thence East 66 feet to the South West corner of said Block 7; thence North along the West line of said Block 7 to the North West corner of said Block 7; thence East along the North line of said Block 7 to place of beginning;



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PARCEL 4:

The West 5 feet of Lots 1, 4, 5, 8, 9, 12, 13, 16, 17, 20, 21 and 24 in Block 7 in Ogden and Coggill's Subdivision of Lots 2, 3, 5, 6, 7, 8, 13, 14, 15, 16, 17 and 18 in William B. Ogden's Subdivision of the East half of the North East quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian;

ALSO

PARCEL 5:

That part of vacated 14th Street described as follows: Commencing at the North West corner of Lot 1 in Block 7 in Ogden and Coggill's Subdivision; thence North to the center of vacated 14th Street; thence East 5 feet; thence South to the North line of said Lot 1; thence West along the North line of Lot 1 to place of beginning;

ALSO

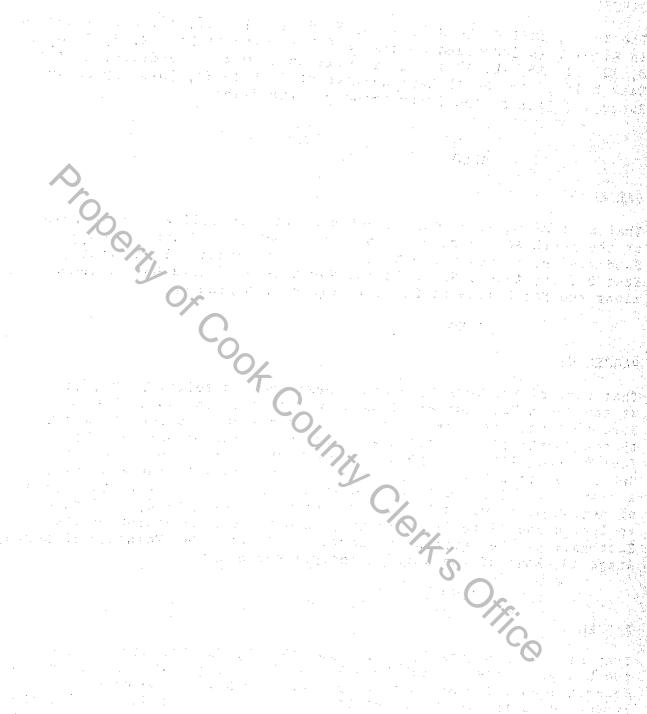
PARCEL 6:

That part of Sub Lots 2, 3 and 6 described as follows: Beginning at the North East corner of said Sub Lot 2 in the South line of 15th Street; thence Westerly along said South line 55.6 feet to a point; thence Southwardly parallel with the East line of said Sub Lots, 143 feet more or less to a point 1 foot North of the South line of said Sub Lot 6; thence Northwardly by a curve convex to the East having a radius of 441.68 feet for a distance of 154.71 feet to the place of beginning in Block 10 in the Subdivision of Lots 2, 3, 5 to 8 inclusive and 13 to 18 inclusive, in Ogden's Subdivision of the East half of the North East quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian;

ALSO

PARCEL 7:

That part of Sub Lots 8, 9, 12, 13, 16, 17, 20, 21, 24 and part of the East 55.6 feet of Sub Lots 7, 10, 11, 14, 15, 18, 19, 22 and 23 described as follows: Beginning where the North line of West 16th Street meets the West line of the East 55.6 feet of Sub Lot 23; thence due North 435 feet to a point; thence due East 81.5 feet to a point; thence due South 434.31 feet to a point in said Northerly line of West 16th Street in the Southerly line of Sub Lot 24; thence South 89 degrees 52 minutes West along said North line of West 16th Street, being along said Southerly line of Sub Lots 24 and 23, 81.5 feet to the place of beginning in Block 10 in the Subdivision of Lots 2, 3, 5 to 8 inclusive, and 13 to 18 inclusive, in Ogden's Subdivision of the East half of the North East quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian;



PARCEL 8:

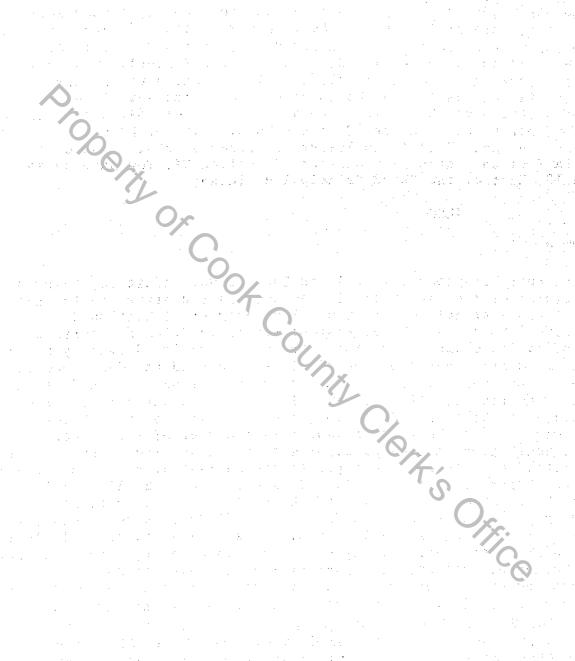
That part of the West 12.4 feetof Sub Lots 1, 4, 5 and 8 and of parts of the East 55.6 feet of Sub Lots 2, 3, 6 and 7 described as follows: Beginning at the North West corner of Sub Lot 1; thence East along the North line of Sub Lot 1, a distance of 12.4 feet; thence South 160.354 feet more or less to a point in the Northerly line of land conveyed to .J. T. Ryerson and Son, Incorporated, by instrument recorded May 1, 1947, as document 14046992; thence West 68 feet to a point; thence North 17.292 feet more or less to the South Easterly line of land conveyed to Joseph T. Ryerson and Son, Incorporated, by instrument recorded July 8, 1924 as document 8499666; thence North Easterly on a curve to the left with a radius of 441.68 feet; the chord which forms an angle of 21 degrees 14 minutes 48 seconds with the West line of Block 10 for a length of 153.43 feet, an arc distance of 154.21 feet to the place of beginning in Block 10 in the Subdivision of Lots 2, 3, 5 to 8 inclusive, and 13 to 18 inclusive, in Ogden's Subdivision of the East half of the North East quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian;

ALSC

PARCEL 9:

All that part of Block 2 in Walkers Douglas Park Addition, being a Subdivision of the East half of the South East quarter and the East half of the West half of the South Fast quarter of Section 24. Township 39 North, Range 13, East of the Third Principal Meridian (except railroad lands) and that part of the railroad land lying East of and adjoining the East line of Block 2 bounded and described as Beginning at the South West corner of said Block 2: thence North along the West line of said Block 2 to the North West corner of said Block 2; thence East along the North line of said Block 2 to a point 60 feet West of the North East corner of said Block 2; thence South along a line parallel with the East Doe of said Block 2, a distance of 44 feet to a point; thence East along a line parallel with the North line of said Block 2, a distance of 21.15 feet to a point; thence South 16 degrees 54 minutes East 24 feet to a point; thence South 20 degrees 42 minutes East, a distance of 66.96 feet to a point; thence Eastwardly crossing the East line of Block 2, a distance of 11:10 feet to a point; thence Southwardly 65.40 feet to a point, being the South East corner of that certain tract of land conveyed to Joseph T. Ryerson and Son, Incorporated, a corporation of Delaware, by the deed recorded May 1, 1947 as document 14046992, said point also being on a line 102,90 feet Easterly of and parallel with the West line of the East 100 feet of Block 2 aforesaid; thence Southerly along the last mentioned parallel line, a distance of 341.80 feet more or less to a point on said line 63.13 feet North of the South line of said Block 2 extended East; thence Southwardly along a curve tangent to the last described line having a radius of 523 feet and having a chord distance

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of 63.56 feet, an arc distance of 63.60 feet to a point in the South line of said Block 2, 95,58 feet East of the South West corner of the East 100 feet of said Block 2; thence West along the South line of said Block 2 to the place of beginning, all in Cook County, Illinois.

ALSO

PARCEL 10

tot one (1), in Ryerson's Resubdivision of Lots seventeen (17) and eighteen (18), in Orden's Subdivision of the East half (E. 1/2) of the Northeast quartor (N.E. 1/4), of Section twenty-four (C4), Township thirty-nine (39) North', Runge thirteen (13), East of the Third Frincipal Meridian, according to map recorded July 20th, 1007, as focument No. 4,073,690;

ALSO

PARCEL II

County Lot Two (2) in Hyerson's Re-Subdivision of Lots Seventeen (17) and Fighteen (18) in Ogden's Subdivision of the East half of the northeast quarter of fection 24, Township 39 Horth, Hange 13 East of the Third Principal Meridian.

Chicago's West Plant and surrounding a geageonsists of the following parcels of land:

LOTS 51 TO 100, BOTH INCLUSIVE IN THE SUBDIVISION OF BLOCK 3 IN THE AFORESAID WALKER'S BOUGLAS PARK ADDITION.

ALSO

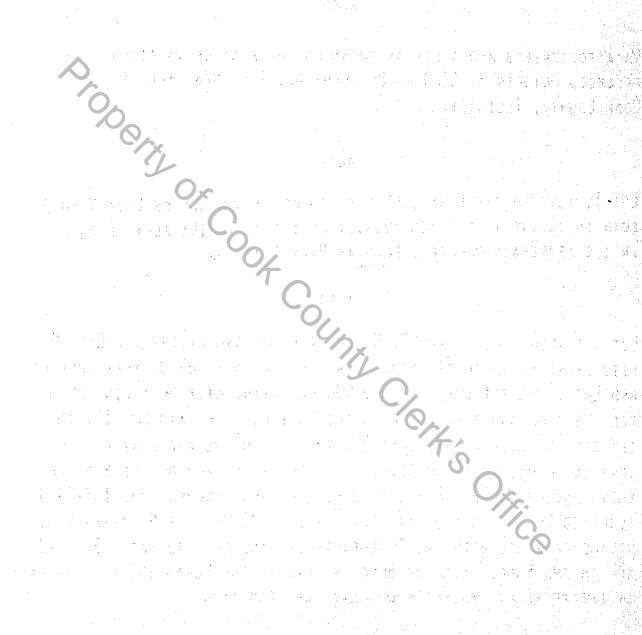
VACATED STREETS AND ALLEY AS SHOWN UN THE PLAT OF VACATION RECORDED OCTOBER 8, 1980 AS DOLUMENT NO. 25616478, ALL IN COOK COUNTY, ILLINOIS.

ALSO

LOT 1", (EXCEPT THE EAST 9.00 FEET THEREOF) AND ALL OF LOTS 2 TO 25. BOTH INCLUSIVE IN THE SUBDIVISION OF THE NORTH 141 FEET OF BLOCK 4 IN THE AFORESAID WALKER'S DOUGLAS PARK AUDITION.

ALSO

LOT 1 (EXCEPT THE SOUTH &9.00 FEET THEREOF AND EXCEPT THE EAST 9.00 FEET LYING NORTH OF THE MORTH LINE OF THE SOUTH 69.00 FEET THEREOF) AND LOT 2 (EXCEPT THE SOUTH 69.00 FEET LYING EAST OF A LINE 29.00 FEET HEST OF AND PARALLEL WITH THE FAST LINE OF SAID LOT 1), TO-GETHER WITH ALL OF LOTS 3 TO 25. BOTH INCLUSIVE AND THAT FART OF LOTS 26 TO 42, BOTH INCLUSIVE LYING MORTHWESTERLY OF THE MORTHWEST-EPLY LINE OF W. 18TH PLACE AS DEDICATED PER DOCUMENT MO. 15/22873 RECORDED SEPTEMBER 18, 1953 REING A LINE 28.00 FEET MORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOTS 26 TO 42, ALL IN THE SURDIVISION OF BLICE A TEXTERT THE MORTH 141 FEET THEREOF) IN THE AFORESAID MALKER'S DOUGLAS FARK ADDITION.



Chicago's WINDFFEOGRALSCORY

ALL THAT PART OF W. 18th Place as vacated per document ho. 15722874 recorded September 18. 1953 lying South of and adjoining the South line of Lots 2 to 25, both inclusive, lying North of and adjoining the Morth line of Lots 26 to 42, both inclusive, lying Northerly of and adjoining a line 26.00 feet Morthwesterly of and parallel with

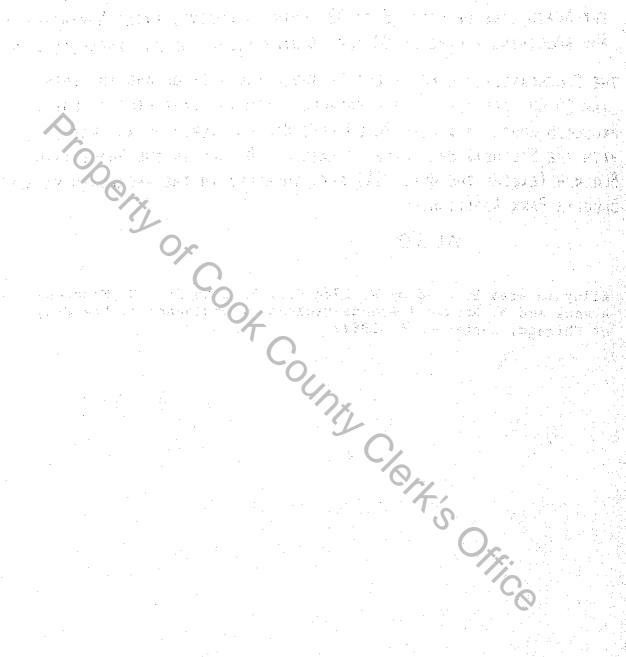
THE SOUTHEASTERLY LINE OF LOT 42 AND LYING WEST OF AND ADJOINING A LINE 29.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 1 PRODUCED SOUTH TO A LINE 26.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 42 ALL IN THE SUBDIVISION OF BLOCK 4 (EXCEPT THE NORTH 141 FEET THEREOF) IN THE AFORESAID WALKER'S BOUGLAS PARK ADDITION.

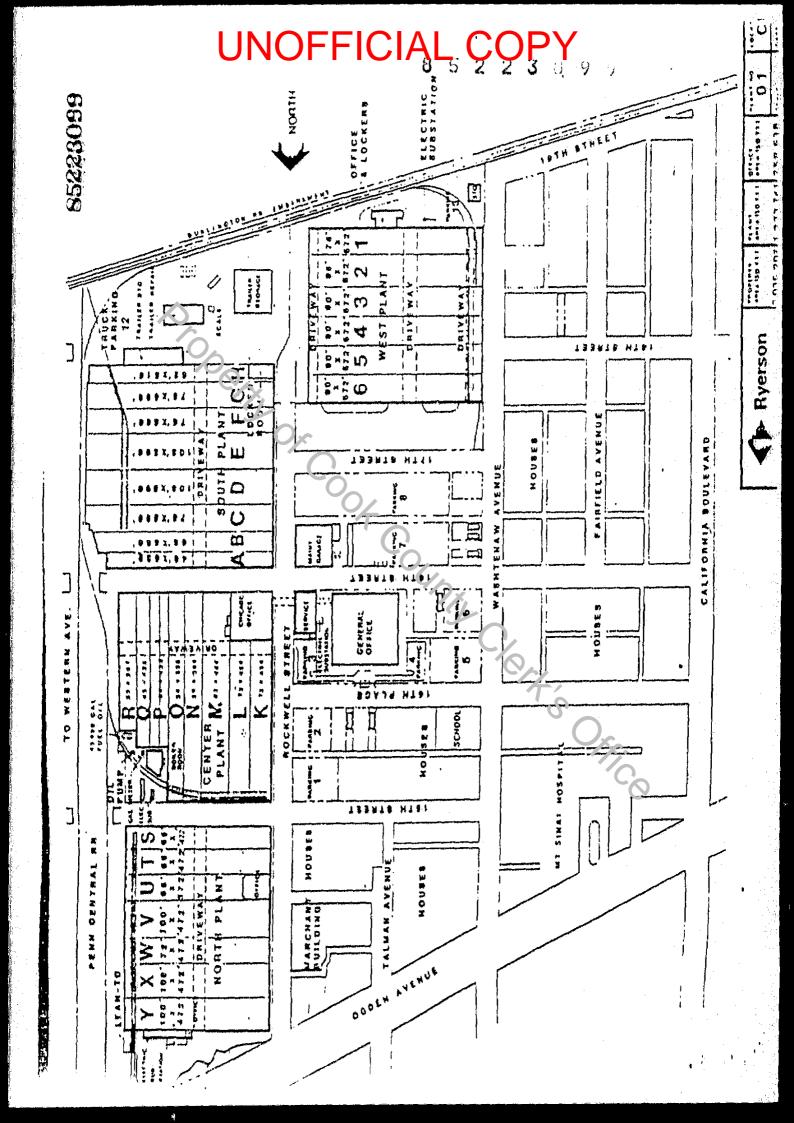
ALSO

Alley in area bounded by w. 17th St., W. 18th St., S. Washtenaw Avenue and S. Rockwell Avenue vacated by ordinance of the City of Chicago, September 6, 1984:

Subject the first property and the first the first fill of the first section of

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Acquisition \$41,216.25 \$60,022.37 Cost

SCHEDULE B

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CONSENT AND WAIVER

Serial

Asset

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\$39,365,24

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\$49,821.13

Joseph T. Ryerson & Son

(Seller)

Authordized Signature)

Its:

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20.00

User/Location:

Joseph T. Ryerson & Son Chicago, Illinois 16th and Rockwell

Quantity

Description

One (1)

Horizontal Automatic Band Saw, Model S25A- HYD-Mech $^\circ$ Marvel Metal Cutting Band Saw, Model BLAIGPC

One (1)

One (1)

One (1)

Metal Cutting Band Saw, Model Blalogc - Marvel

Metal Cutting Band Saw, Model 15A7 . Marvel

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