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ILLINOIS DEVELOPMENT FINANCE AUTHORITY

AND

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

COOK COUNTY, ILLINOIS
FILED FOR RECORD
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ASSIGNMENT AND AGREEMENT

85342529

Dated as of October 1, 1985

This instrument prepared by:

Richard H. Goss, P.C.
Jill M. Willis, Esq.
Chapman and Cutler
111 West Monroe Street
Chicago, Illinois 60603

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70-23-563 SALES

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ASSIGNMENT AND AGREEMENT

THIS ASSIGNMENT AND AGREEMENT (the "Assignment") dated as of October 1, 1985, by and between the ILLINOIS DEVELOPMENT FINANCE AUTHORITY, a political subdivision, body politic and municipal corporation duly organized and validly existing under the laws of the State of Illinois (the "Issuer"), and AMERICAN NATIONAL BANK and TRUST COMPANY of CHICAGO, Chicago, Illinois, a banking corporation duly organized and validly existing under the laws of the United States of America (the "Bank");

WITNESSETH:

Section 1. The Issuer hereby assigns and pledges to the Bank, and its successors and assigns, as security for the due and punctual payment of the principal installments of, premium, if any, and interest on the Industrial Development Revenue Bond, Series 1985 (Bit O'Gold Foods Corporation Project) in the principal amount of \$900,000 (the "Bond") issued by the Issuer pursuant to a resolution duly adopted by the members of the Issuer on December 11, 1985 (the "Bond Resolution"), all of its right, title and interest in and to, including without limitation its rights to payment of any and all amounts which may become due under, (a) the Loan Agreement (the "Agreement") dated as of October 1, 1985, by and between the Issuer and Bit O'Gold Foods Corporation, a corporation duly organized and validly existing under the laws of the State of Illinois (the "Company"), as from time to time supplemented and amended, except any payment made pursuant to Section 4.2(c) of the Agreement relating to the payment by the Company of reasonable and necessary expenses of the Issuer, Section 5.3 of the Agreement relating to indemnification of the Issuer by the Company, Section 8.3 of the Agreement relating to the duty of the Company to reimburse the Issuer for attorneys' fees and expenses upon an "Event of Default" thereunder, the right of the Issuer to receive notices and reports pursuant to the Agreement, the right of the Issuer to consent to amendments pursuant to Section 9.6 of the Agreement and the right of the Issuer to enforce performance of the foregoing, which Agreement relates to the financing by the Issuer of the cost of the acquisition, installation and construction of Leasehold Improvements (as therein defined) to an existing building and acquiring certain Equipment (as therein defined) and related property to be installed in such building, all to be used as an industrial facility (the "Project"), (b) the Promissory Note of the Company in the principal amount of \$900,000, delivered by the Company pursuant to the Agreement (the "Note"), (c) the Second Mortgage and Security Agreement dated as of October 1, 1985, by and between the Company and the Issuer (the "Mortgage"), including without limitation the lien on the premises described therein and in Exhibits A and B attached hereto and made a part hereof, and (d) all other rights and remedies to enforce such payment of any amount due the Issuer by the Company under the Agreement, the Note and the Mortgage, except the right to exercise any such right or remedy to enforce performance of any right which the Issuer has not assigned and pledged to the Bank hereunder. The parties hereto acknowledge that all payments made by the Company under the Agreement (except as aforesaid) and on the Note shall be made to the Bank, as owner of the Bond, or any other owner of the Bond, on behalf of the Issuer for payment of the principal installments of, premium, if any, and interest on the Bond, pursuant to the endorsement of the Note to the Bank by the Issuer, and the assignment and pledge hereby of the right, title and interest of the Issuer in and to the Agreement, the Note and the Mortgage, except as otherwise provided herein.

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Section 2. The Bank acknowledges receipt of an executed counterpart of the Agreement and the Mortgage and a certified copy of the Bond Resolution, and agrees to hold and disburse all funds which it may receive pursuant to the Agreement, the Mortgage or the Bond Resolution in accordance with the applicable provisions thereof. The Bank accepts its responsibilities with respect to the Acquisition and Construction Fund, as specified in Section 5 of the Bond Resolution. Disbursements from the Acquisition and Construction Fund shall only be made in accordance with the applicable provisions of the Agreement and the Bond Resolution. The Bank further agrees to perform such other duties and obligations as are specifically set forth herein and in (i) the Bond Resolution, (ii) the Agreement, (iii) the Mortgage, (iv) the Guaranty Agreement dated as of October 1, 1985, from Louis Litrofsky to the Bank (the "Individual Guaranty"), and (v) the Guaranty Agreement dated as of October 1, 1985, from Roberts Packing Corporation, an Illinois corporation, to the Bank (the "Corporate Guaranty"). In the performance of such duties and obligations, the Bank may rely and shall be protected in acting or refraining from acting on any instrument believed by the Bank to be genuine and to have been filed or presented by the proper party or parties. The Bank shall not be liable for any action taken or omitted to be taken by the Bank in good faith and believed by the Bank to be authorized hereby or by the Agreement, the Mortgage, the Bond Resolution, the Individual Guaranty or the Corporate Guaranty, nor for any action taken or omitted to be taken by the Bank in accordance with the advice of its attorney.

Section 3. The parties hereto acknowledge that this Assignment is given for the purpose of securing the obligations of the Issuer referred to in Section 1 hereof.

Section 4. The Bank is hereby authorized and directed and agrees (a) to promptly apply amounts available from the payment of principal installments of (whether at maturity or upon acceleration or prepayment), premium, if any, and interest on the Note and under the Agreement or from payments made pursuant to or derived from the Mortgage, the Individual Guaranty and the Corporate Guaranty to the payment of the principal installments of (whether at maturity or upon acceleration or call for prior redemption), premium, if any, and interest on the Bond in the manner contemplated by the Bond Resolution; (b) to note on Schedule A attached to the Bond the amounts of principal installments of the Bond paid (whether at maturity or upon acceleration or call for prior redemption) and interest on the Bond paid; (c) to notify the Issuer and the Company of the Prime Rate (as defined in the Bond Resolution) in effect from time to time and the amount of interest estimated to be due on the Bond for each monthly interest payment period at least five (5) business days prior to the applicable interest payment date; (d) to act as Bond Registrar and to maintain the registration books of the Issuer with respect to the Bond; and (e) to perform such other duties and obligations as are specifically set forth herein and in the Bond Resolution, the Agreement, the Mortgage, the Individual Guaranty and the Corporate Guaranty. Upon request by the Company or the Issuer, the Bond shall be available for inspection during regular banking hours by the Company or the Issuer at the principal office of the Bank in the City of Chicago, Illinois, for the purpose of checking such notations on said Schedule A.

Section 5. The Issuer represents and warrants that the rights of the Issuer under the Agreement, the Note and the Mortgage assigned and pledged hereby are owned by the Issuer, free and clear of any lien, charge, mortgage, pledge, security interest or encumbrance.

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Section 6. If an "Event of Default" under the Agreement shall occur and be continuing, the Bank, without obligation to resort to any other security, at its own expense or the expense of the Company, shall have the right at any time and from time to time, in its sole discretion, to enforce the rights and remedies specified in Article VI of the Agreement assigned and pledged hereunder, to enforce the rights and remedies under the Mortgage and the Bond Resolution, and to take any and all action which, in the judgment of the Bank, is necessary or appropriate to enforce the rights of the Issuer in respect of its interests in the moneys payable under the Agreement, the Note, the Mortgage, the Individual Guaranty and the Corporate Guaranty. Upon any such enforcement of rights under the Agreement, the Note, the Mortgage, the Individual Guaranty, the Corporate Guaranty or the Bond Resolution, after deducting all costs and expenses of every kind of the Bank and the Issuer, including attorneys' fees, from the proceeds of any recovery, the Bank shall apply any residue to the payment of any liabilities of the Issuer on the Bond, all as provided in the Bond Resolution. The balance, if any, remaining after payment in full of all of the liabilities of the Issuer on the Bond shall be paid to the Company pursuant to Section 9.5 of the Agreement.

Section 7. The remedies provided herein shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies existing at law or in equity or by statute.

Section 8. During the term of this Assignment, unless compliance shall have been waived in writing by the Bank, the Issuer agrees:

(a) It will deliver to the Bank copies of any documents delivered to the Company under the Agreement or the Mortgage; and

(b) it will not consent to or agree to any modifications of the Bond Resolution, the Agreement, the Note or the Mortgage or waive any of the terms thereof without the prior written consent of the Bank or any other owner of the Bond.

Section 9. Notwithstanding the foregoing provisions of this Assignment, the Bank understands and agrees that the obligations of the Issuer to pay the principal installments of, premium, if any, and interest on the Bond are special, limited obligations of the Issuer payable solely and only out of the installment payments required under the Note and under Section 4.2(a) of the Agreement and out of certain other payments required by the Agreement (except as otherwise provided in the Bond Resolution), and that the Bond and the obligation to pay interest and premium, if any, thereon do not constitute an indebtedness, a loan of credit or an obligation of the Issuer, the State of Illinois or of any political subdivision thereof, within the purview of any constitutional or statutory limitation or provision. The Bank further understands and agrees that no owner of the Bond shall have the right to compel the taxing powers, if any, of the Issuer, the State of Illinois or any political subdivision thereof to pay any principal installment of, premium, if any, or interest on the Bond.

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Section 10. No delay on the part of the Bank in exercising any of its options, powers or rights, or any partial or single exercise thereof, shall constitute a waiver thereof.

Section 11. The Issuer agrees that it will from time to time at the reasonable request of the Bank and at the expense of the Company, execute and deliver such instruments of further assurance with respect to the assignment, pledge and security interest provided for in this Assignment as the Bank may specify. The Issuer hereby agrees to execute and deliver to the Bank for filing any financing statement under the Uniform Commercial Code of Illinois or any other document the filing of which, in the judgment of the Bank, is necessary or desirable to establish and protect its security interest in such revenues and income and the right, title and interest of the Issuer in and to the Agreement, the Note and the Mortgage assigned or pledged to the Bank pursuant to the Agreement, the Bond Resolution and this Assignment. Upon the payment in full of the principal installments of, premium, if any, and interest on the Bond, the Bank, or any other owner of the Bond, will surrender the Bond, cancel the Bond, deliver the Bond to the Issuer and deliver a copy of the cancelled Bond to the Company. Upon the termination of this Assignment, the Bank will execute and deliver to the Issuer all releases and other instruments reasonably requested by the Issuer or the Company for the purpose of evidencing the release and discharge of the liens and security interest evidenced by this Assignment.

Section 12. The Bank hereby covenants and agrees that, in the event the Bank shall transfer the Bond, it shall assign to any such transferee of the Bond all of its right, title and interest in and to this Assignment, the Agreement, the Note and the Mortgage. The rights and obligations of the Bank under this Assignment, the Agreement, the Note, the Mortgage and shall inure to and be assumed by such transferee of the Bond.

Section 13. All notices, demands or other communications hereunder shall be in writing and shall be given and shall be deemed to have been given when the same are (i) deposited in the United States mail and sent by first class mail, postage prepaid, or (ii) delivered, in each case to the parties at the following addresses or at such other address as a party shall give by notice to the other parties: If to the Issuer, at Two North LaSalle Street, Suite 780, Chicago, Illinois 60602, Attention: General Counsel; if to the Bank, at 33 North LaSalle Street, Chicago, Illinois 60690, Attention: Richard L. Marcus, Commercial Banking Department and Kathleen Connor, Trust Department; and if to the Company, at 250 Wieboldt Drive, Des Plaines, Illinois 60017, Attention: President. A duplicate copy of each notice, demand or other communication given hereunder by either the Issuer or the Bank to the other shall also be given to the Company.

Section 14. This Assignment, including the rights, duties and obligations of the Bank hereunder, shall be governed by and construed in accordance with the laws of the State of Illinois.

Section 15. If any provision of this Assignment shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions contained herein or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 16. This Assignment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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Section 17. No recourse shall be had for the payment of the principal installments of, premium, if any, and interest on the Bond or for any claim based thereon or upon any obligation, covenant or agreement contained in this Assignment against any past, present or future member, officer or employee of the Issuer, or any incorporator, member, officer, employee, director or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, officer, employee, director or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of this Assignment and the issuance of the Bond.

IN WITNESS WHEREOF, the Issuer and the Bank have caused this Assignment to be executed in their respective names and attested by their duly authorized officers and sealed, all as of the date first above written.

ILLINOIS DEVELOPMENT FINANCE AUTHORITY

By

Ronald Dean
Executive Director

(SEAL)

Attest:

Paula B. [Signature]
Assistant Secretary

AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO

By

[Signature]
Its Commercial Banking Officer

(SEAL)

Attest:

Its

Queen Beach
Banking Associate

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Genevieve R. Kurth, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Ronald Bean and Earl W. Bartgen Jr. personally known to me to be the same persons whose names are, respectively, as the Executive Director and the Assistant Secretary of the ILLINOIS DEVELOPMENT FINANCE AUTHORITY, a municipal corporation duly organized and validly existing under the laws of the State of Illinois, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said municipal corporation and delivered the said instrument as the free and voluntary act of said municipal corporation and as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of December, 1985.

Genevieve R. Kurth
Notary Public in and for
Cook County, Illinois

(SEAL)

My Commission expires:

June 20, 1988

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Donna M. Stepanich a Notary Public in and for the said county in the State aforesaid, do hereby certify that Richard Marcus and Oliver Beavers personally known to me to be the same persons whose names are, respectively, as Comm'l. Pl. Officer and Banking Assoc. of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a banking corporation duly organized and validly existing under the laws of the United States of America, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said banking corporation and delivered the said instrument as the free and voluntary act of said banking corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30 day of December, 1985.

Donna M. Stepanich
Notary Public in and for
Cook County, Illinois

(SEAL)

My Commission expires: 6-13-88

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Exhibit A

PARCEL 1:

THAT PART OF THE EAST 1/2 OF FRACTIONAL SECTION 18 AND OF THE WEST 1/2 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF WOLF ROAD WITH THE NORTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 18, SAID POINT BEING 583.33 FEET EAST OF THE NORTH WEST CORNER OF SAID SOUTH EAST 1/4; THENCE SOUTH 02 DEGREES 04 MINUTES 30 SECONDS WEST ALONG SAID EAST LINE OF WOLF ROAD 535.54 FEET TO A POINT; THENCE SOUTHERLY ALONG A CURVED LINE CONVEX TO THE WEST, TANGENT TO THE LAST DESCRIBED LINE AND WITH A RADIUS OF 1223.57 FEET, A DISTANCE OF 603.64 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE NORTHWESTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY, SAID POINT BEING 50 FEET NORTHWESTERLY OF THE CENTER LINE BETWEEN TWO MAIN TRACKS IN SAID RIGHT OF WAY, THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF RIGHT OF WAY BEING A CURVED LINE CONVEX TO THE NORTH WEST, WITH A RADIUS OF 2915 FEET, A DISTANCE OF 494.80 FEET TO A POINT; THENCE NORTH 47 DEGREES 29 MINUTES 30 SECONDS EAST 427.85 FEET TO A POINT; THENCE NORTH 34 DEGREES 49 MINUTES 40 SECONDS EAST 80.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE NORTH 34 DEGREES 49 MINUTES 40 SECONDS EAST 345.83 FEET TO A POINT; THENCE NORTH 02 DEGREES 04 MINUTES 30 SECONDS EAST 162.62 FEET TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF SAID SOUTH EAST 1/4 OF SECTION 18; THENCE WEST ALONG SAID NORTH LINE 175.28 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF NEW WELER CREEK AS ESTABLISHED BY DOCUMENT NUMBER 20490450; THENCE NORTH 03 DEGREES 43 MINUTES 00 SECONDS EAST ALONG SAID EASTERLY LINE 849.91 FEET; THENCE CONTINUING ALONG THE SOUTHEASTERLY LINE OF SAID NEW WELER CREEK 390.57 FEET NORTHEASTERLY ALONG THE ARC OF A CIRCLE OF 450.88 FEET RADIUS CONVEX TO THE NORTH WEST WHICH CHORD BEARS NORTH 28 DEGREES 31 MINUTES 57.5 SECONDS EAST; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTH 53 DEGREES 20 MINUTES 55 SECONDS EAST, TANGENT TO THE LAST DESCRIBED ARC, A DISTANCE OF 544.01 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 68.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF THE MOST NORTHEASTERLY TRACK OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE SOUTH 55 DEGREES 56 MINUTES 37 SECONDS EAST ALONG SAID PARALLEL 1180.02 FEET TO THE POINT OF INTERSECTION WITH THE ARC OF A CIRCLE OF 635.47 FEET RADIUS CONVEX TO THE NORTH WEST WHICH CHORD BEARS SOUTH 64 DEGREES 03 MINUTES 48 SECONDS WEST, SAID ARC BEING DRAWN 40.00 FEET (MEASURED RADIALY) NORTHERLY OF AND CONCENTRIC WITH THE CENTER LINE OF THE SPUR TRACK OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE SOUTHWESTERLY 649.57 FEET ALONG THE LAST DESCRIBED ARC TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY 172.126 FEET ALONG THE ARC OF A CIRCLE OF 540.26 FEET RADIUS CONVEX TO THE SOUTH EAST AND WHICH CHORD BEARS SOUTH 43 DEGREES

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Exhibit A

54 MINUTES 26 SECONDS WEST TO A POINT OF TANGENCY; THENCE SOUTH 53 DEGREES 02 MINUTES 04 SECONDS WEST 894.51 FEET ALONG A LINE 40.00 FEET NORTHWESTERLY OF AND PARALLEL WITH SAID SPUR TRACK TO THE POINT OF INTERSECTION WITH THE NORTHEASTERLY EXTENSION OF A LINE DRAWN 20.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF THE SPUR TRACK AFORESAID; THENCE SOUTH 34 DEGREES 49 MINUTES 40 SECONDS WEST ALONG SAID PARALLEL LINE 456.64 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN AT SOUTH 55 DEGREES 10 MINUTES 20 SECONDS EAST THROUGH THE HEREIN DESIGNATED PLACE OF BEGINNING; THENCE NORTH 55 DEGREES 10 MINUTES 20 SECONDS WEST 30.00 FEET TO SAID POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT MADE BY NORTHERN ILLINOIS GAS COMPANY, A CORPORATION OF ILLINOIS, TO CHICAGO AND NORTH WESTERN RAILWAY COMPANY, A CORPORATION OF WISCONSIN, DATED MARCH 11, 1966 AND RECORDED MAY 13, 1966 AS DOCUMENT NUMBER 19825175 FOR THE CONSTRUCTION, REPAIR, MAINTENANCE AND OPERATION OF A ROADWAY OVER, UPON AND THROUGH THE FOLLOWING DESCRIBED PROPERTY, TO WIT: THAT PART OF THE SOUTH EAST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF WOLF ROAD WITH THE NORTH LINE OF SAID SOUTH EAST 1/4 OF SECTION 18, SAID POINT BEING 583.33 FEET EAST OF THE NORTH WEST CORNER OF SAID SOUTH EAST 1/4 OF SECTION 18; THENCE SOUTH 02 DEGREES 04 MINUTES 30 SECONDS WEST ALONG SAID EAST LINE OF WOLF ROAD, A DISTANCE OF 525.54 FEET TO A POINT; THENCE SOUTHERLY ALONG THE CURVED EAST LINE OF WOLF ROAD BEING CONVEX TO THE WEST, TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 1223.57 FEET, AN ARC DISTANCE OF 385.20 FEET MORE OR LESS TO THE POINT OF BEGINNING, SAID POINT BEING AN ARC DISTANCE OF 219.56 FEET NORTHERLY OF THE INTERSECTION OF SAID LINE WITH THE NORTHWESTERLY CURVED RIGHT OF WAY LINE OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY, AS MEASURED ALONG SAID CURVED EASTERLY LINE OF WOLF ROAD; THENCE SOUTH 15 DEGREES 48 MINUTES EAST, A DISTANCE OF 239.26 FEET TO THE INTERSECTION OF SAID LINE WITH A CURVED LINE, CONVEX TO THE NORTH WEST, HAVING A RADIUS OF 2945 FEET AND BEING 80 FEET NORTHWESTERLY BY RADIAL MEASUREMENT OF THE CENTER LINE BETWEEN THE TWO MAIN TRACKS OF SAID RAILWAY; THENCE NORTHEASTERLY ALONG SAID CURVED LINE AN ARC DISTANCE OF 441.83 FEET TO THE SOUTHEASTERLY LINE OF THE PARKER-HANNIFIN CORPORATION PROPERTY; THENCE SOUTH 47 DEGREES 29 MINUTES 30 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID CORPORATION PROPERTY, A DISTANCE OF 188.92 FEET TO THE AFORESAID CURVED NORTHWESTERLY RIGHT OF WAY LINE OF SAID RAILWAY, SAID NORTHWESTERLY RIGHT OF WAY LINE BEING A CURVED LINE CONVEX TO THE NORTH WEST, HAVING A RADIUS OF 2915 FEET AND BEING 50 FEET NORTHWESTERLY, BY RADIAL MEASUREMENT, OF THE CENTER LINE BETWEEN THE TWO MAIN TRACKS OF SAID RAILWAY; THENCE SOUTHWESTERLY ALONG SAID CURVED NORTHWESTERLY RIGHT OF WAY LINE, AN ARC DISTANCE OF 263.55 FEET

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Exhibit A

TO THE INTERSECTION OF SAID LINE WITH A LINE 30 FEET SOUTH OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE FIRST DESCRIBED LINE; THENCE NORTH 85 DEGREES 48 MINUTES WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 240.32 FEET TO SAID EASTERLY CURVED LINE OF WOLF ROAD; THENCE NORTHWESTERLY ALONG SAID CURVED EASTERLY LINE, AN ARC DISTANCE OF 31.71 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED MADE BY CHICAGO AND NORTH WESTERN RAILWAY COMPANY, A WISCONSIN CORPORATION, TO DES PLAINES PROPERTIES, INCORPORATED, A DELAWARE CORPORATION, DATED JUNE 12, 1970 AND RECORDED JUNE 16, 1970 AS DOCUMENT NUMBER 21184848 FOR INGRESS AND EGRESS AND DRIVEWAY OVER, THROUGH AND UPON THE FOLLOWING DESCRIBED PROPERTY, TO WIT:

THAT PART OF THE SOUTH EAST 1/4 OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF WOLF ROAD WITH THE NORTH LINE OF SAID SOUTH EAST 1/4 OF SECTION 18, SAID POINT BEING 583.33 FEET EAST OF THE NORTH WEST CORNER OF SAID SOUTH EAST 1/4 OF SECTION 18; THENCE SOUTH 02 DEGREES 04 MINUTES 30 SECONDS WEST ALONG SAID EAST LINE OF WOLF ROAD 535.51 FEET TO A POINT; THENCE SOUTHERLY ALONG A CURVED LINE CONVEX TO THE WEST, TANGENT TO THE LAST DESCRIBED LINE AND WITH A RADIUS OF 1223.57 FEET, A DISTANCE OF 603.64 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE NORTHWESTERLY LINE OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY RIGHT OF WAY, SAID POINT BEING 50 FEET NORTHWESTERLY OF THE CENTER LINE BETWEEN THE TWO MAIN TRACKS IN SAID RIGHT OF WAY; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF RIGHT OF WAY, BEING A CURVED LINE CONVEX TO THE NORTH WEST, WITH A RADIUS OF 2915 FEET, A DISTANCE OF 294.80 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE NORTH 47 DEGREES 29 MINUTES 30 SECONDS EAST 427.85 FEET; THENCE NORTH 34 DEGREES 49 MINUTES 40 SECONDS EAST 80.00 FEET; THENCE SOUTH 55 DEGREES 10 MINUTES 20 SECONDS EAST 30.00 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 20.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF THE SPUR TRACK OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY; THENCE SOUTH 34 DEGREES 49 MINUTES 40 SECONDS WEST 83.33 FEET; THENCE SOUTH 47 DEGREES 29 MINUTES 30 SECONDS WEST 244.39 FEET TO THE POINT OF INTERSECTION WITH THE NORTHWESTERLY LINE OF CHICAGO AND NORTH WESTERN RAILWAY COMPANY RIGHT OF WAY AFORESAID; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 189.22 FEET TO THE HEREIN DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Street address: 250 Wieboldt Dr.
Des Plaines, IL

Permanent tax No: 09-18-214-010
09-18-214-011
09-18-214-012

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EXHIBIT B

DESCRIPTION OF THE EQUIPMENT

All furnishings, furniture, fixtures, machinery, equipment, systems, freezers, refrigeration equipment, leasehold improvements, electrical fixtures, heaters, engines and machinery of every kind and nature whatsoever now owned or hereafter owned by Bit O'Gold Foods Corporation and all renewals or replacements of any of the foregoing or articles in substitution therefor, now or hereafter placed in, affixed to or used in connection with that certain real estate described in that certain Second Mortgage and Security Agreement dated as of October 1, 1985, by and between Bit O'Gold Foods Corporation, as Mortgagor, and the Illinois Development Finance Authority, as Mortgagee, all of said items to be acquired and paid for, in part, from the proceeds of that certain bond issue known as Industrial Development Revenue Bond, Series 1985 (Bit O'Gold Foods Corporation Project) in the principal amount of \$900,000 issued by the Illinois Development Finance Authority.

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