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SECOND MORTGAGE AND SECURITY AGREEMENT

\$22.00

THIS SECOND MORTGAGE AND SECURITY AGREEMENT, made as of the first day of December, 1985 between Chicago Title and Trust Company, not personally, but solely as Trustee under a Trust Agreement dated July 12, 1985 and known as Trust Number 1087135, whose address is 111 West Washington Street, Chicago, Illinois 60601 (the "Mortgagor") and the City of Chicago Heights, Illinois a municipality organized and existing under the Constitution and laws of the State of Illinois, having an address at 1601 Chicago Road, Chicago Heights, Illinois 60411, hereinafter called the "Mortgagee";

WHEREAS, J & J Snack Foods Corp., a New Jersey corporation and owner of 100% of the beneficial interest in the Mortgagor (the "Parent") and J & J Snack Foods Corp./Midwest, an Illinois corporation (the "Subsidiary") (the Parent and the Subsidiary are hereinafter collectively referred to as the "Borrower") are issuing that certain Promissory Note (the "Note") in the principal amount of \$1,300,000 and dated the date of issuance for the purpose of financing the cost of the rehabilitation thereof and equipping of an existing building as a manufacturing and distribution facility (the "Project") as security for the Economic Development Revenue Bond (J & J Snack Foods Corp. Project) (the "Bond") in the principal amount of \$1,300,000 and dated the date of issuance to be issued by the Mortgagee in furtherance of the purposes of Ordinance No. MIS 73-7 adopted by the City Council on July 23, 1973 (the "Act"); and

WHEREAS, the Borrower is indebted to the Mortgagee in the sum of One Million Three Hundred Thousand Dollars (\$1,300,000) with interest thereon, to be paid according to the Note made payable to the order of the Mortgagee and delivered pursuant to the Loan Agreement dated as of December 1, 1985 (the "Agreement") between the Mortgagee and the Borrower, in and by which said Note the Borrower promises to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid on the Note at the rate of 75% of the interest rate per annum announced from time to time by American National Bank and Trust Company of Chicago at its principal office in Chicago, Illinois, as its prime rate (the "Prime Rate"); provided, however, that said interest rate shall be adjusted pursuant to the terms and provisions of the Note, with interest after maturity or a Determination of Taxability (as defined in the Agreement) at the rate provided in the Note, with the final payment of principal plus interest if not sooner paid by prepayment or acceleration due on December 1, 1995; and

This Instrument Prepared By: *[Signature]*
Randall S. Kulat
Carlson and Hug
135 South LaSalle Street
Chicago, Illinois 60603

P.I.N.: 32-15-102-012

KNOWN AS 401 E. JOE ORR RD
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WHEREAS, the Land Trust is indebted to Jenos's, Inc., a Minnesota corporation ("Jenos's"), pursuant to certain Promissory Note dated July 15, 1985 in the amount of \$427,500, and said Note is secured by (i) that certain Mortgage dated July 15, 1985 by and between the Land Trust and Jenos's, and recorded as Document No. 85 110 149, (ii) that certain Security Agreement (Interest in Trust) made and entered into on July 15, 1985 by and between Gerald B. Schreiber and Jenos's and (iii) that certain Security Agreement (Fixtures and Personalty) made and entered into on July 15, 1985 by and between the Assignor and Jenos's (collectively, the "Existing Mortgage"), under which the Land Trust has placed a first mortgage lien on certain real property located within the boundaries of the Mortgagee hereunder; and

WHEREAS, this Second Mortgage is being assigned by Mortgagee to American National Bank and Trust Company of Chicago, Chicago, Illinois (the "Assignee") pursuant to that certain Assignment and Agreement dated as of December 1, 1985 between the Mortgagee and the Assignee as security for the Bond;

NOW THEREFORE the Mortgagor, in order to secure the payment of the principal of and interest on the Note in accordance with the terms and provisions thereof and the observance and performance of all covenants and agreements herein or therein contained, and also for and in consideration of the sum of Ten Dollars to the Mortgagor in hand paid by the Mortgagee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, warranted, alienated, released, conveyed, confirmed, mortgaged and granted a security interest in and by these presents do grant, bargain, sell, warrant, alienate, release, convey, confirm and mortgage unto the said Mortgagee and its successors and assigns and does hereby grant to Mortgagee, its successors and assigns a security interest in, FOREVER, subject, however, to the Existing Mortgage, to which this Second Mortgage shall be junior and subordinate, all of the following:

ALL that tract or parcel of land and premises, situated, lying and located at 401 East Joe Orr Road, Chicago Heights, Illinois, in the County of Cook and State of Illinois, more particularly described on Exhibit "A" attached hereto and made a part hereof. The land so described in Exhibit "A," together with the real and personal property hereinafter described are referred to herein collectively as the "premises".

TOGETHER with all buildings, improvements, tenements, easements, fixtures and appurtenances at any time belonging thereto and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate as security for the payment of the indebtedness secured hereby and not secondarily), and, without limiting the generality of the foregoing, all apparatus and building equipment of every kind now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single

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units or centrally controlled), and ventilation, and all screens, window shades, storm doors and windows, awnings, floor coverings, gas and electric fixtures, stoves, boilers, sinks and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagor or its successors or assigns shall be considered as constituting part of the real estate.

TOGETHER with all machinery, equipment and other tangible personal property owned by the Mortgagor and to be located on the land described in Exhibit "A" hereto, and including any such items acquired, constructed, remodeled or installed by the Mortgagor in substitution therefor or in addition thereto pursuant to Sections 5.1, 5.2, 5.5 and 5.6 of the Agreement, less such property as may be released from the Agreement pursuant to Section 5.2 or taken by the power of eminent domain as provided in Section 5.6 of the Agreement, and which is now or at any time hereafter located on the land described in Exhibit "A" hereto.

As to any of the above property which is not considered by law as real estate, this Second Mortgage is hereby also deemed to be a security agreement under the provisions of the Illinois Uniform Commercial Code (Ill. Rev. Stat., ch. 26, Sections 9-101 et seq.) for the purpose of creating hereby a security interest in such property, which is hereby granted to Mortgagee as secured party, further securing the indebtedness and obligation described above.

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its successors and assigns, forever; provided, however, that this Second Mortgage, is upon the express condition that if Mortgagor shall pay or cause to be paid all indebtedness hereby secured and shall keep, perform and observe all and singular the covenants and promises in the Note and in this Second Mortgage or in any other instrument or document securing the Note or in any agreement applicable thereto expressed to be kept, performed and observed by Mortgagor, then this Second Mortgage and the estate and rights hereby granted shall cease, determine and be void and this Second Mortgage shall be released by Mortgagee upon the written request and at the expense of Mortgagor, otherwise to remain in full force and effect.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagor shall, subject to the terms and conditions of the Existing Mortgage (a) unless Mortgagor's inability to repair, restore or rebuild results from failure of the Bank to pay or apply insurance proceeds paid to or under the control of it, promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed except as provided in Section 5.5 of the Agreement; (b) keep said premises in good condition and repair, without waste, and free from charges, encumbrances, mechanic's or

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other liens or claims for lien except Permitted Encumbrances, as defined in the Agreement; (c) pay when due any indebtedness which may be secured by a lien, charge or encumbrance on the premises, and upon request exhibit satisfactory evidence of the discharge of same to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) without prior written consent of the Mortgagee not make any material alteration in said premises that will adversely affect the value of the property except as required by law or municipal ordinance; (g) not sell, convey or lease personal property secured hereunder and (h) promptly notify Mortgagee of any damage or destruction to the premises, of any pending or threatened proceeding for the taking (by eminent domain or otherwise) of any part thereof, of any notice from any governmental authority alleging violation of any building code, zoning ordinance or other governmental requirement or of any other event or condition which might impair the value of the premises or its use for its intended purpose.

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges and other charges against the premises when due, and shall upon written request, furnish to Mortgagee duplicate receipts therefor. The Mortgagor may, at its expense and in its own name and behalf in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, provided during such period enforcement of any such contested item shall be effectively stayed. Mortgagor shall not permit the premises to become subject to any mechanic's, laborer's, or materialman's lien on account of labor or material furnished to Mortgagor or claimed to have been furnished to Mortgagor in connection with work of any character performed or claimed to have been performed on the premises by, or at the direction or sufferance of, Mortgagor, provided that Mortgagor shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claimed lien if Mortgagor shall give to Mortgagee such security as may be deemed satisfactory to Mortgagee to insure payment thereof and to prevent any sale, foreclosure, or forfeiture of the premises by reason of non-determination of the lien or claim for lien, Mortgagor shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied.

3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, flood hazards (to the extent insurance therefor is obtainable) and such other hazards or contingencies as is required by the Agreement, the provisions of which are incorporated herein by reference. To the extent

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permitted by law and by the Agreement, Mortgagee shall apply any insurance proceeds in accordance with the provisions of Section 5.5 of the Agreement. Mortgagor hereby irrevocably constitutes and appoints Mortgagee its true and lawful attorney in fact to endorse the name of Mortgagor on any commercial paper evidencing any insurance proceeds.

4. In case Mortgagor shall fail to perform any covenants herein contained, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of one and one-half percent (1½) over the Prime Rate, as determined from time to time. Mortgagee shall be subrogated to all rights, claims and liens of any party whose debt is discharged pursuant to this Section 4. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor. Mortgagee in making any payment hereby authorized may do so according to any bill, statement or estimate procured from the appropriate public office or holder of the claim to be discharged without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

5. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof and of the Note and the Agreement. At the option of Mortgagee, after written notice to Mortgagor, all unpaid indebtedness secured by this Second Mortgage shall, notwithstanding anything in the Note, or in this Second Mortgage to the contrary, become due and payable (a) in the case of default in making payment of any installment of principal or interest on the Note, or in making payment of any other sum due hereunder, or (b) in case an Event of Default (as defined in the Agreement) occurs under the Agreement, or (c) in case the undersigned shall, without the prior written consent of Mortgagee, sell, assign, transfer or lease the real estate subject hereto, or any portion thereof or interest therein (except under that certain Lease Agreement dated as of December 1, 1985 between the Land Trust and the Subsidiary), or contract or agree so to do; or (d) when default shall occur and continue for 30 days in the performance or observance of any other agreement of the Mortgagor herein contained, or (e) Mortgagor abandons the premises, or (f) Mortgagor or any guarantors of any indebtedness

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hereby secured shall become bankrupt or insolvent or proceedings under any bankruptcy, insolvency, arrangement or adjustment proceedings or proceedings under any bankruptcy, insolvency or similar law shall be instituted or commenced by or against any such person and shall remain undismissed for a period of sixty consecutive days, or (g) proceedings shall be commenced to foreclose or otherwise realize upon any lien, charge or encumbrance on the premises or any part thereof, provided that such proceedings shall not be a default hereunder if they are being contested in good faith and security and funds sufficient to satisfy such lien, charge or encumbrance shall have been placed in escrow and such proceedings shall not have proceeded to foreclosure or other sale of the premises, or (h) a default has occurred in the Agreement or the Note (as such terms are defined in the Agreement, or (i) any warranty, representation or other statement by or on behalf of the Mortgagor under this Second Mortgage shall be false or misleading in any material respect.

6. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof and shall have all the remedies of a secured party under the Uniform Commercial Code of Illinois. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, Mortgagee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate per annum of one and one-half percent (1½%) over the Prime Rate, as determined from time to time, when paid or incurred by Mortgagee in connection with (a) any proceeding, including bankruptcy proceedings, to which Mortgagor shall be a party, either as plaintiff, claimant or defendant, by reason of this Second Mortgage or any indebtedness hereby secured; or (b) preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced; or (c) preparation for the defense of any threatened suit or proceedings which might affect the premises or the security hereof, whether or not actually commenced. Mortgagor hereby waives any and all rights of redemption from sale to which it may be entitled under the laws of the State of Illinois on behalf of Mortgagor and each and every person acquiring any interest in, or title to, the premises described herein subsequent to the date hereof and on behalf of all other persons to the extent permitted by law.

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7. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note with payment going first to unpaid interest; fourth, any overplus to Mortgagor, its legal representatives or assigns, to be distributed in accordance with the Agreement to the parties thereto, as their rights may appear.

8. Upon, or at any time after, the filing of a law suit to foreclose this Second Mortgage, the court in which such law suit is filed may appoint a receiver of said premises without requiring any bond from the claimant in any such suit. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee or assignee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the next income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree foreclosing this Second Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and (2) the deficiency in case of a sale and deficiency.

9. As further security for the indebtedness hereby secured, Mortgagor hereby assigns to Mortgagee any and all awards at any time made for the taking (whether permanent or temporary) by condemnation, eminent domain or otherwise of all or any part of the premises or any rights, interests or privileges appurtenant thereto, together with the right (but not the duty) to collect, receive, receipt for, compromise and adjust such awards and to endorse the name of Mortgagor on any commercial paper given in payment thereof. The proceeds of all such awards shall be applied as provided in the Agreement.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would

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not be good and available to the party interposing same in an action at law upon the Note.

11. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Mortgagor shall not and will not apply for or avail itself of any appraisalment, valuation, stay, extension, exemption or redemption laws, or any "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Second Mortgage or the sale of the premises, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclosure such lien may order the premises sold as an entirety and Mortgagor hereby specifically waives any rights of redemption under the Illinois Statutes.

13. This Second Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons, jointly and severally.

14. That all right, title and interest of the Mortgagor thereof in and to all present leases affecting the premises, and including and together with any and all future leases upon all or any part of the premises, and together with all of the rents, income, receipts, revenues issues and profits from or due or arising out of the premises have been transferred and assigned simultaneously herewith to the Mortgagee as further security for the payment of said indebtedness under provisions of a certain instrument captioned Assignment of Rents and Leases, of even date herewith, executed by the Mortgagor and to be recorded simultaneously herewith, the terms, covenants and conditions of which are hereby expressly incorporated herein by reference and made a part hereof, with the same force and effect as though the same were more particularly set forth herein. All leases affecting the premises shall be submitted by the Mortgagor to the Mortgagee for its approval prior to the execution thereof. All approved and executed leases shall be specifically assigned to Mortgagee by instrument in form satisfactory to Mortgagee. All or any such leases, shall, at the option of Mortgagee, be paramount or subordinate to this Second Mortgage.

15. If any provisions of this Second Mortgage shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the

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effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

16. The invalidity of any one or more phrases, sentences, clauses or Sections in this Second Mortgage contained, shall not affect the remaining portions of this Second Mortgage, or any part thereof.

17. All rights and privileges of Mortgagee hereunder shall vest in Assignee and all notices, consents or other approvals required to be given to or received by Mortgagee shall instead be given to or obtained from the Assignee.

18. No remedy herein conferred upon or reserved to the Mortgagee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Second Mortgage or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Mortgagee to exercise any remedy reserved to it herein, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies as are given the Mortgagee hereunder shall also extend to the Assignee.

19. The Mortgagor has obtained or will obtain prior to the issuance of the bond, title insurance in the form of an ALTA mortgagee's construction loan policy or binder therefor in the face amount of \$1,300,000 and, upon completion, a mortgagee's loan policy in the face amount of \$1,300,000 showing no encumbrances on the premises or Building other than Permitted Encumbrances as defined in the Agreement. Original or photocopies of such policy or binder, shall be furnished as appropriate to the Mortgagor, the Mortgagee and the Assignee.

20. This Mortgage is executed by Chicago Title and Trust Company not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Chicago Title and Trust Company, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the Chicago Title and Trust Company personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein, all such liability, if any

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being expressly waived by every person now or hereafter claiming any right or security hereunder, and that so far as Chicago Title and Trust Company personally is concerned, the legal holder or holders of said Note shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note, provided.

Witnesseth the signature of Mortgagor as of the day and month first above written, but actually entered into this 1st day of December, 1985.

CHICAGO TITLE AND TRUST COMPANY,
not personally, but solely as
Trustee under a Trust Agreement
dated July 12, 1985 and known as
Trust Number 1087135

By Marilyn P. Mallin
Its ASST. SECRETARY

Attest: Charles J. Mayer
ASST. SECRETARY
CITY OF CHICAGO HEIGHTS, ILLINOIS

By Charles J. Mayer
Its MAYOR

Attest: Charles J. Mayer
City Clerk

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 30th day of December, 1985, by ALAN S. [illegible] and ALAN S. [illegible], who are respectively ASSISTANT SECRETARY and ASSISTANT SECRETARY of Chicago Title and Trust Company, an Illinois corporation, on behalf of said corporation.

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

[Signature]
Notary Public in and for Cook
County, Illinois

(SEAL)

My Commission expires: 2-2-86

Property of Cook County Clerk's Office

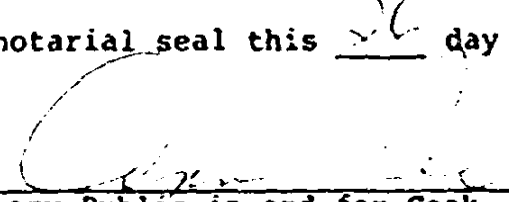
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 26 day of December, 1985, by Charles Panici and John M. Costabile, who are, respectively, Mayor and City Clerk of the City of Chicago Heights, Illinois, an Illinois municipal corporation, on behalf of said municipal corporation.

GIVEN under my hand and notarial seal this 26 day of December, 1985.



Notary Public in and for Cook
County, Illinois

(SEAL)

My commission expires:

Property of Cook County Clerk's Office

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EXHIBIT A

Description of Project Site

A PARCEL OF LAND LOCATED IN THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 15 AFOREMENTIONED TOWNSHIP AND RANGE, 50 FEET EAST MEASURED ALONG SAID SOUTH LINE OR QUARTER QUARTER SECTION, FROM THE SOUTH WEST CORNER OF SAID QUARTER QUARTER SECTION; THENCE EAST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION 417.00 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID QUARTER QUARTER SECTION 553.30 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION TO THE EAST LINE OF STATE STREET AS NOW PLATTED IN THE CITY OF CHICAGO HEIGHTS; THENCE SOUTH ALONG SAID EAST LINE OF STATE STREET TO A POINT IN A LINE 33 FEET NORTH OF THE SOUTH LINE OF AFOREMENTIONED QUARTER QUARTER SECTION, SAID POINT BEING 67.0 FEET EAST OF THE WEST LINE OF SAID QUARTER QUARTER SECTION; THENCE WEST ALONG SAID LINE 33 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION TO A POINT 50 FEET EAST OF THE WEST LINE OF SAID QUARTER QUARTER SECTION; THENCE SOUTH 33 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THE SOUTH 33 FEET) AND EXCEPT THEREFROM THAT PART CONDEMNED IN CASE 81L29071 IN COCK COUNTY, ILLINOIS.

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