87132235

JUNIOR MORTGAGE, ASSIGNMENT OF RENTS
AND SECURITY AGREEMENT

#23.00

THIS JUNIOR MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (the "Mortgage") is made as of this 10th day of October, 1986, by NEWLYWEDS FOODS, INC., a Delaware Corporation, having its principal offices at 4140 West Fullerton Avenue, Chicago, Illinois, 60639, (the "Borrower"), unto the CITY OF CHICAGO, a municipal corporation, having its principal office at City Hall, Chicago, Illinois 60602 (the "Lender" or the "City");

70 56 053 D2

W I T N E S S E T H:

WHEREAS, Borrower is indebted to Lender in the principal sum of Eight Hundred Sixty Thousand Dollars ($860,000), and to evidence that indebtedness, the Borrower has executed and delivered to the Lender a Promissory Note, payable to Lender, and of even date herewith (the "Note"); and

WHEREAS, the Lender is desirous of securing the payment of the Note together with interest thereon in accordance with the terms of the Note, and any additional indebtedness accruing to the Lender on account of any future payments, advances or expenditures made by the Lender pursuant to the Note or this Mortgage; and

NOW, THEREFORE, to secure the performance and observance by the Borrower of all the terms, covenants and conditions in the Note and in this Mortgage, and in order to charge the properties, interests and rights hereinafter described with such consideration, the receipt and sufficiency whereof is hereby acknowledged, the Borrower has executed and delivered this Mortgage and does hereby grant, convey, assign, mortgage, grant a security interest in, and confirm unto the Lender and its successors and assigns forever, all of the following described property (which is hereinafter sometimes referred to as the "Mortgaged Property"),

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(A) All those certain tracts, pieces or parcels of land and the easements, if any, located at 2501 North Keeler, Chicago, Illinois, and more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Land");

(B) All structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures of every kind and nature whatsoever which are or shall be attached to said buildings, structures or improvements, and now or hereafter owned by the Borrower, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing (the "Improvements");

13-27-415-004
13-27-415-007
13-27-415-010 2501 N. Keeler
13-27-415-015

(C) The rents and issues of the Land and Improvements from time to time and all of the estate, right, title, interest, property, possession, claim and demand at law, as well as in equity of the Borrower, in and to the same;

(D) To further secure the obligations of Borrower pursuant to the Note, Borrower hereby grants a security interest in, and does hereby collaterally assign, pledge, mortgage, convey and set over unto Borrower, all of its right, title and interest in and to all fixtures and personal property of the Mortgagor acquired with proceeds of the Bonds (as that term is defined in the Redevelopment Agreement, as hereinafter defined) together with all accessions, attachments and additions thereto and replacements therefore, and all proceeds thereof, now or hereafter used in connection with the Mortgaged Property and every portion of such fixtures and personal property, including all replacements thereof, together with the proceeds from the sale, transfer or pledge of any or all of the foregoing property (collectively, the "Collateral") (the Mortgaged Property and the Collateral sometimes hereinafter being collectively referred to as the "Property") pursuant to the Uniform Commercial Code of the State of Illinois, as amended from time to time.

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto the Lender, its successors and assigns, to its own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein;

THIS MORTGAGE IS GIVEN TO SECURE: (a) payment of the indebtedness secured hereby, and (b) performance of each and every of the covenants, conditions and agreements contained in this Mortgage, in the Note, and in that certain Urban Development Action Grant Redevelopment Agreement (the "Redevelopment Agreement") of even date herewith, and in any other agreement, document or instrument to which reference is expressly made in this Mortgage or which secures the Note.

AND the Borrower covenants and agrees with the Lender that:

ARTICLE I

1.01 Taxes and Assessments

(a) The Borrower will pay when due all general taxes and assessments, special assessments, water charges and all of the charges against the premises and shall, upon written request, furnish to Lender receipts evidencing payment thereof, provided that nothing contained herein shall restrict Borrower's right to contest such taxes, assessments or charges.

(b) The Borrower will not permit any mechanic's, laborer's, materialmen's, or statutory lien to attach to the Mortgaged Property or to remain outstanding thereon except to the extent

that the Borrower bonds or insures over any such lien within thirty (30) days after any attachment.

1.02 Insurance

The Borrower will procure for, deliver to and maintain for the benefit of the Lender during the term of this Mortgage, an all risk policy or policies insuring the Mortgaged Property against fire, lightning, vandalism, malicious mischief and such other insurable perils usually included in all risk policies of fire and casualty insurance, in commercially reasonable amounts, and for at least the fair market value of the Improvements and the Collateral. The policy shall contain a Lender's loss payable endorsement and shall provide for at least (30) days notice to Lender prior to the expiration date of each such policy.

1.03 Care of the Property

(a) The Borrower will preserve and maintain the Mortgaged Property in good condition and repair, will not commit or suffer any waste thereof, and will keep the same in a clean, orderly and attractive condition. The Borrower will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

(b) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, the Borrower will immediately give written notice of the same to the Lender.

(c) The Lender or its representatives has the right, subject to the rights of tenants, to inspect the Mortgaged Property at all reasonable times upon twenty-four (24) hours prior written notice to Borrower, and access thereto shall be permitted for that purpose.

(d) The Borrower will promptly comply, and cause the Mortgaged Property and the occupants or users thereof to comply, with all present and future laws, ordinances, orders, rules and regulations and other requirements of any governmental authority affecting the Mortgaged Property or any part thereof or the use or occupancy thereof and with all instruments and documents of record or otherwise affecting the Mortgaged Property, or any part thereof or the use or occupancy thereof.

(e) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, the Borrower will promptly restore the Mortgaged Property to the equivalent of its condition prior to the casualty, to the extent of any insurance proceeds made available to Borrower for that purpose.

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1.04 Subordination

This Mortgage shall be subject and subordinate in all respects to that certain Mortgage and Security Agreement of

Mellon Bank N.A., as Trustee, in the amount of $5,500,000, dated as of April 11, 1986 and recorded on June 18, 1986 as Document No. 86247207 with the Cook County Recorder of Deeds and all renewals, modifications, consolidations, replacements and extensions thereof to the full extent of the proposed sum secured thereby and interest thereon, and not to exceed $5,500,000.

1.05 Collection of Rents

Notwithstanding anything hereinbefore to the contrary, it is mutually agreed between Borrower and Lender that so long as there shall exist no default by Borrower in the payment of the Note or in the performance of Borrower's obligations hereunder, Borrower shall have the right to collect all rents, security deposits, income and profits from the Mortgaged Property and to retain, use and enjoy the same.

ARTICLE II

2.01 Events of Default; Substantive Violations

The terms "Event of Default" or "Events of Default", wherever used in this Mortgage, shall mean any one or more of the following events:

(a) Failure by the Borrower to duly observe or perform any material term, covenant, condition, or agreement of this Mortgage, the Note, or Redevelopment Agreement after the expiration of all Cure Periods (as hereinafter defined); or

(b) A default under the Senior Financing (as defined in the Redevelopment Agreement), which results in filing a complaint to foreclose thereunder.

2.02 Acceleration of Maturity

(a) Upon institution of foreclosure proceedings by the Senior Lender, all indebteness secured hereby shall become immediately due and payable.

(b) If a Monetary Event of Default (which shall mean failure to make any payment when the same is due and owing under the Note), shall have occurred under this Mortgage, the Note or the Redevelopment Agreement and shall have continued for 10 days following notice thereof from Lender to Borrower, the entire indebtedness secured hereby shall at Lender's sole option become immediately due and payable without further notice or demand.

(c) If a Non-Monetary Event of Default (which shall mean any Default other than those listed in 2.02 (a) and (b) above), shall have occurred under this Mortgage, the Note or the Redevelopment Agreement, and shall have continued for 60 days following receipt of notice thereof from Lender to Borrower, the entire indebtedness secured hereby shall at Lender's sole option, immediately become due and payable without further notice or demand; provided, however, that

in the event such default cannot reasonably be cured within such 60 day period and if Borrower has commenced efforts to cure, then the time to cure shall be extended so long as said party diligently continues to cure such default.

(d) Except as otherwise permitted in the Redevelopment Agreement, a sale, partial sale, refinancing, syndication or other disposition of the Mortgaged Property shall entitle the Lender to declare the entire indebtedness secured hereby immediately due and payable without further notice or demand; provided, however, the replacement or substitution of any machinery, equipment or fixtures, now owned or hereafter acquired by Borrower, with machinery or equipment of like kind and value, whether or not such machinery or equipment is deemed a fixture under applicable provisions of the Illinois Uniform Commercial Code, will not be an Event of Default under this Mortgage provided Borrower executes such documents as may be necessary to assure Lender of a continuing perfected secured interest in such replacement or substituted machinery, equipment or fixtures.

(e) The Lender shall have no liability to Borrower or Beneficiary for any loss, damage, injury, cost or expense resulting from any action or omission by it or its representatives which was taken or omitted in good faith.

2.03 Remedies

(a) When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Lender shall have the right to foreclose the lien hereof for such indebtedness or part thereof. This Mortgage and the right of foreclosure hereunder shall not be impaired or exhausted by one or any foreclosure, and may be foreclosed successively and in parts, until all of the Mortgaged Property has been foreclosed against. In any such foreclosure, or upon the enforcement of any other remedy of Lender under this Mortgage or the Note, there shall be allowed and included as additional indebtedness, all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs incurred in title insurance and title examinations. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Lender in any litigation or proceeding affecting this Mortgage, the Note or the Mortgaged Property, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Borrower, with interest thereon at the lesser of the highest rate permitted by law or 10% per annum, and shall be secured by this Mortgage. The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed

and applied in the following order of priority: (i) on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in this paragraph hereof; (ii) all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; (iii) all principal and interest remaining unpaid on the Note; and (iv) any remaining amounts to the Borrower, its successors or assigns, as their rights may appear.

(b) Borrower shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Borrower for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. The Borrower hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on its behalf and on behalf of each and every person, except decree or judgment creditors of the Borrower, acquiring any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage.

(c) Either with or without process of law, forcibly or otherwise, Lender may also enter upon and take immediate possession of the Mortgaged Property other than by means of a foreclosure. The Lender may expel and remove any persons, goods or chattels occupying or located on the Mortgaged Property, and may hold, use, manage and control the Mortgaged Property and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and and other property required in connection therewith; (ii) insure or keep the Mortgaged Property insured; (iii) manage the Mortgaged Property and exercise all the rights and powers of the Borrower to the same extent as the Borrower could in its own name or otherwise with respect to the same (except that Lender shall not be entitled to operate the business of Borrower); and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to the Lender, all as the Lender from time to time may reasonably determine to be to its best advantage. The Lender may collect and receive all the rents, issues, profits and revenues of the same, including those past due as well as those accruing thereafter, and, after deducting to the extent reasonable, (aa) all expenses of taking, holding and managing the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions; (cc) the cost of such insurance; (dd)

such taxes, assessments and other similar charges as the Lender may determine to pay; (ee) other proper charges upon the Mortgaged Property or any part thereof; and (ff) the reasonable compensation, expenses and disbursements of the attorneys and agents of the Lender, shall apply the remainder of the monies and proceeds so received by the Lender first to payment of accrued interest; and second to the payment of principal. The balance of such funds, if any, after payment in full, of all of the aforesaid amounts (including, without limitation, the entire outstanding principal balance under the Note) shall be paid to Borrower, subject to the rights of the Senior Financing as set forth in the Loan Agreement.

At the option of Lender such entry and taking of possession shall be accomplished either by actual entry and possession or by written notice served personally upon or sent by registered mail to the Borrower at the address of Borrower last appearing on the records of Lender. Borrower agrees to surrender possession of the Mortgaged Property to Lender immediately upon the occurrence of an Event of Default. This covenant shall be effective irrespective of whether any foreclosure proceeding shall have been instituted and irrespective of any application for, or appointment of, a receiver.

(d) The Lender shall have no liability to Borrower for any loss, damage, injury, cost or expense resulting from any action or omission by it or its representatives which was taken or omitted in good faith.

(e) Exercise any other remedies or rights permitted or provided under or by the laws or decisions of the State of Illinois (including all remedies and rights of a secured party under the Uniform Commercial Code of the State of Illinois) accruing to a mortgagee and/or secured party upon a default by a mortgagor and/or debtor or otherwise available in equity or under the Loan Documents.

2.04 Receiver

If an Event of Default shall have occurred after an applicable Cure Period has expired and be continuing, the Lender, upon application to a court of competent jurisdiction, shall be entitled to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall have all of the rights and powers to the fullest extent permitted by law.

2.05 Purchase by the Lender

Upon any foreclosure sale, the Lender may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the indebtedness secured hereby as a credit to the purchase price.

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2.06 Remedies Cumulative

No right, power or remedy conferred upon or reserved to the Lender by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

2.07 Waiver

No delay or omission of the Lender or of any holder of the Note to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by this Mortgage to the Lender may be exercised from time to time as often as may be deemed expedient by the Lender. No consent or waiver, expressed or implied, by the Lender to or of any breach or default by the Borrower in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of the same or any other obligations of the Borrower hereunder. Failure on the part of the Lender to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Lender of its rights hereunder or impair any rights, powers or remedies on account of any breach or default by the Borrower.

ARTICLE III

3.01 Successors and Assigns

This Mortgage shall inure to the benefit of and be binding upon the Borrower and the Lender and their respective legal representatives, successors and assigns. Whenever a reference is made in this Mortgage to the Borrower or to the Lender, such reference shall be deemed to include a reference to legal representatives, successors and assigns of the Borrower or Lender.

3.02 Terminology

All personal pronouns used in this Mortgage, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and sections are for convenience only and neither limit nor amplify the provisions of this Mortgage, and all references herein to Articles, Sections or Paragraphs shall refer to the corresponding Articles, Sections or Paragraphs of this Mortgage unless specific reference is made to such Articles, Sections or Paragraphs of another document or instrument.

3.03 Severability

If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by law.

3.04 Security Agreement

This Mortgage shall be construed as a "Security Agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code as adopted by the State of Illinois and as amended from time to time with respect to any part of the Mortgaged Property which constitutes fixtures and/or Collateral. The Lender shall have all the rights with respect to such fixtures and Collateral afforded to it by said Uniform Commercial Code in addition to, but not in limitation of, the other rights afforded the Lender by this Mortgage or any other agreement in connection herewith. Borrower further agrees to execute such Uniform Commercial Code financing statements as Lender may reasonably request, evidencing the security interests granted to Lender hereunder.

3.05 Modification

No change, amendment, modification, cancellation or discharge hereof, or of any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

3.06 No Merger

It being the desire and intention of the parties hereto that the Mortgage and the lien thereof do not merge in fee simple title to the Mortgaged Property, it is hereby understood and agreed that should the Lender acquire any additional or other interests in or to said property or the ownership thereof, then, unless a contrary interest is manifested by the Lender as evidenced by an appropriate document duly recorded, this Mortgage and the lien thereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

3.07 Non-Recourse

The Borrower shall be solely responsible for payment of the Note secured hereby, and no other person, the general partner of Borrower nor any limited partner of Borrower shall be personally liable for repayment of said Note.

3.08 Terms

All terms, unless herein defined, or unless the context clearly indicates otherwise, shall have the same meanings as defined in the Redevelopment Agreement, as earlier defined.

3.09 Notices

All notice, certificates or other communications shall be sufficiently given and shall be deemed to have been given on the third day following the day on which the same were mailed by registered or certified mail, posatage and fees prepaid, and addressed as follows:

If to Lender: City of Chicago
Departmemt of Economic Dvelopment
20 North Clark Street
Suite 2800
Chicago, IL 60602

With Copy to: City of Chicago
Department of Law
City Hall, Room 511
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Borrower: Newly Weds Food, Inc.
4140 W. Fullerton
Chicago, Illinois 60639
Attn: Vice President - Finance

With Copy to: Antonow & Fink
111 East Wacker Drive, Suite 3000
Chicago, Illinois 60601
Attention: Richard S. Weinberg

The parties, by notice given hereunder, may designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

3.10 Applicable Law

This Mortgage shall be interpreted, construed and enforced under the laws of the State of Illinois.

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IN WITNESS WHEREOF, the undersigned has executed the foregoing instrument as of the date and year first above written.

NEWLY WEDS FOODS, INC.

BY: _____

ITS: PRESIDENT

ATTEST: _____
Secretary

Accepted and agreed to as of the date first above written.

CITY OF CHICAGO

By _____
Commissioner
Department of Economic Development

COOK COUNTY, ILL.
FILED FOR RECORD

1987 MAR 11 PM 3:00 87132235

THIS INSTRUMENT PREPARED BY AND SHALL BE RETURNED TO:

Linda E. Vernon
Assistant Corporation Counsel
Office of the Corporation Counsel
City Hall, Room 511
Chicago, Illinois 60602
(312) 744-0214

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STATE OF ILLINOIS)
) SS:
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Charles T. Angell and Hosen Oshita, officers of NEWLYWEDS FOODS INC. (the "Borrower"), 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 acknowledged that they are the Pres. and Secy., respectively, of the Borrower, and that they signed, sealed and delivered the said instrument as officers of the Borrower and as the own free and voluntary act of the Borrower for the uses and purposes therein set forth:

GIVEN under my hand and Notarial Seal this 10th day of October, 1986.

Phyllis L. Gerson
Notary Public

My Commission Expires 6/2/88

THIS INSTRUMENT PREPARED BY AND SHALL BE RETURNED TO:

Linda E. Vernon
Assistant Corporation Counsel
Office of the Corporation Counsel
City Hall, Room 511
Chicago, Illinois 60602
(312) 744-0214

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EXHIBIT A

DESCRIPTION OF REAL PROPERTY

The real estate located in the County of Cook, State of Illinois, described as follows:

PARCEL 1: 13.27.415.004 HCO 88

LOT 12 IN OWNERS DIVISION OF HEALY INDUSTRIAL DISTRICT COMPRISING CERTAIN TRACTS OF LAND IN THE SOUTHEAST ¼ OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2: 13.27.415.007 HCO 88

LOT 8 IN OWNERS DIVISION OF HEALY INDUSTRIAL DISTRICT COMPRISING CERTAIN TRACTS OF LAND IN THE SOUTH EAST ¼ OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3: 13.27.415.010 HCO 88

ALL OF LOT 5 (EXCEPTING THAT PART THEREOF LYING SOUTH OF A LINE 66.62 FEET NORTH AND PARALLEL WITH SOUTH LINE THEREOF) IN OWNERS DIVISION OF HEALY INDUSTRIAL DISTRICT COMPRISING CERTAIN TRACTS OF LAND IN THE SOUTH EAST ¼ OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 4: 13.27.415.010 HCO 88

ALL THAT PART OF LOT 3 IN OWNERS DIVISION OF HEALY INDUSTRIAL DISTRICT COMPRISING CERTAIN TRACTS OF LAND IN THE SOUTH EAST ¼ OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 3, THENCE RUN EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT, 12.84 FEET; THENCE CONTINUING NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 3, 72.11 FEET; THENCE SOUTHWESTERLY ON A STRAIGHT LINE 90 FEET MORE OR LESS TO A POINT IN THE WESTERLY LINE OF SAID LOT 3 WHICH POINT IS 15.51 FEET SOUTH OF THE POINT OF BEGINNING; THENCE NORTH ALONG THE WESTERLY LINE OF SAID LOT 3, 15.51 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 5:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY DEED FROM JOHN S. PHIPPS AND HENRY C. PHIPPS AS TRUSTEES OF THE PHIPPS

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INDUSTRIAL LAND TRUST, DATED DECEMBER 31, 1920 TO THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY, AS CREATED BY DEED DATED NOVEMBER 27, 1925 AND RECORDED DECEMBER 18, 1925 AS DOCUMENT 9128401 FOR INGRESS AND EGRESS AS DEPICTED ON SURVEY NUMBER 10559, DATED MARCH 20, 1986 BY SILANDER AND SON, IN COOK COUNTY, ILLINOIS