87280906

#### **ASSIGNMENT**

THIS COLLATERAL ASSIGNMENT ("Assignment") is made this 22 day of April, 1987, by PRICE-WATSON CO. ("Borrower") to COLE TAYLOR BANK/MAIN f/k/a MAIN BANK-CHICAGO ("Bank").

#### WITNESSETH:

WHEREAS, Borrower is obligated and indebted to Bank for loans and advances pursuant to a Loan and Security Agreement dated February 13, 1985 ("Agreement") and as evidenced by a promissory note of even date therewith in the original principal amount of \$7,000,000.00 ("Note"); and

WHEREAS, it is the purpose of this Assignment to grant Bank additional security for the payment and performance of all of Borrower's "Obligations" (as defined in the Agreement).

NOW, THEREFORE, in consideration of the premises and the promises and understandings of the parties hereinafter set forth, and for other good and valuable consideration, the parties agree as follows:

Borrower hereby conveys, transfers and assigns unto Bank, its successors and assigns, all the rights, interest and privileges, which Borrower has and may have in the Industria Building Lease, a copy of which is attached hereto as Exhibit "A" ("Lease") between the Borrower and 'merican National Bank and Trust Company of Chicago, as Trustee under Trust No. 63319 ("Lessor"), as said Lease may from time to time hereafter be modified, extended and renewed.

This Assignment is made as additional security for the Obligations of the Borrower to Bank, now existing or hereafter arising, including, but not limited to, those obligations evidenced by the Note.

In the event of default under this Assignment, the Agreement, the Note, or any other instrument, document or agreement executed and delivered to Bank by Borrower, Borrower hereby authorizes Bank, at its option, to enter and take possession of the premises as described in the Lease (the "Premises") to manage and operate the same, and to exercise all of Borrower's rights under the Lease as Bank, in its sole discretion, may deem proper, including, but not limited to, the option to purchase the Premises.

Bank shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Borrower under said Lease other than the payment of rent while Bank

See Schedule I to Exhibit A for Legal Descriptions, Common Addresses and P.I.N.

8728B906

# UNOFFICIAL COPY 9 9 6

is in possession of the Premises, and Borrower hereby agrees to indemnify Bank for, and to save it harmless from, any and all liability arising from said Lease or from this Assignment, and, this Assignment shall not place responsibility for the control, care, management or repair of said Premises upon Bank, or make Bank responsible or liable for any negligence in the management, operation, upkeep, repair or control of said Premises resulting in loss or injury or death to any person.

Borrower covenants and represents that it has full right and title to assign said Lease, that the terms of said Lease have not been changed from the terms in the copy of said Lease submitted to Bank for approval, that no other assignment of any interest therein has been made, that there are no existing defaults under the provisions thereof, and that Borrower will not hereafter cancel, surrender or terminate said Lease, or exercise any option which might lead to such termination on change, alter or modify said Lease or consent to the release of any party liable thereunder without the prior written consent of Bank.

Default by Borrower under any of the material terms of the Lease assigned berein of which Borrower has received notice from the Lessor thell be deemed an event of default under the terms of this Assignment.

This Assignment has been delivered at Chicago, Illinois, and shall be construed in accordance with and governed by the laws of the State of Illinois.

This Assignment inures to the benefit of Bank and its successors and assigns and shall bind the Borrower and its successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal as of the day and year first above written.

PRICE-WATSON CO.

L. Land

Accepted by:

COLE TAYLOR BANK/MAIN

111.00 2.

Its: Vice President

- 2 -

87280906

#### ACKNOWLEDGEMENT OF LESSOR

Lessor acknowledges that in order for Borrower to continue in business and to continue to lease the Premises from Lessor and to make rental payments to Lessor, Borrower may require loans and/or advances from Bank pursuant to the Agreement.

In consideration of such loans and/or advances, Lessor hereby acknowledges the above Assignment and agrees to be bound by the conditions provided therein, including, but not limited to the assignment by Borrower to the Bank of the Aption to purchase the Premises. Lessor agrees to accept performance by Bank as performance by Borrower under the Lease. Lessor further agrees to provide Bank written notice by certified mail, addressed to Bank at 350 E. Dundee Road, Wheeling, Clinois 60090, Attention: Asset Based Lending, upon the occurrence of a default or event of default under the Lease and permit Bank 15 days from the date of such notice to cure such default by payment of any installment(s) of rent in arrears of performance of any obligation in default.

-004 Colay: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust No. 63319 and not personally

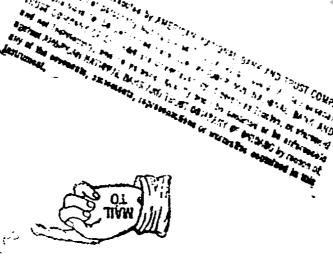
Stan SERVE IND POST COMPANY

The same of the same of

Reputation Roberts in

Return to Ann. Commister an Freeze mulean Migraphi 140 5 American St. 140'S Row

Chicago, IL 10163



## IB IN YOU DON'T HE US OF BUT TO UNITED THIS END OF BUT THE BUT

#### INDUSTRIAL BUILDING LEASE

DATE OF LEASE TERM OF LEASE MONTHLY RENT BEGINNING ENDING See Paragraph 22 for Pebruary 19, February 19, February 15, 1985 base rent. 1985 1990 See Exhibit A <sup>12</sup>87280996 General business and scrap yard

LEGGER

Price Watson Co.

1909 North Clifton

Chicago, Illinois ACORESI

LESSOR

NAME AND

\*American National Bank and BUSINESS Trust Company of Chicago

. as Trustee under Trust \$633]

33 North LaSalle Street Chicago, Illinois 60602

In consideration of the mutual covenants and agreements herein stated. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely or the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the acov. Term.

#### accepts the same in "as is" condition

RENT

1. Lessee shall pay Lessor or Lessor's agent as rent for the Premises, the sum stated above, monthly until territoration of this lease, at Lessor's address stated above or such other address as Lessor may designate in waying.

22380CA

CONDITION AND UPKEEP OF PREMISES

2. Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, or his agent, por to or at the execution of this lease that are not herein expressed; Lessee will keep the Premises including all as puriousness, in hearthcapters, replacing all broken glass with glass of the same size and quality as that broken and will replace all damaged plumbing fixtures with others of equal quality. and will keep the Premises, including adjoining affeys, in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this lease at Lessee's expense, and will without injuly to the roof, remove all snow and ice from the same when necessary. and will remove the snow and ice from the stewalk abutting the Premises; and upon the termination of this lease, in any way, will steld up the Premises of esser, in any way, will steld up the Premises of esser, in any way, will steld up the Premises of esser, in any way, will steld up the Premises of esser, in any way, will steld up the Premises of esser, in any way, will deliver the keys ther for at the place of payment of said rent. SEE VEXT PAGE steet in modernment and repeat, less by fire and ordinary at the place of payment of said rent. SEE VEXT PAGE

LESSEE NOT TO MISUSE: SUBLET: ASSIGNMENT 3. Lessee will not allow the Premises to be use i for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that herein or lore specified, and will not load floors with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances, and will not allow the Premises to be occupied in whole, or in part, by any other person, and will not subjet the same or any part thereof, nor assign this lease without in each case the arithmic consult of the LEDGY ARGE, and Lessee will not permit any transfer by operation of law of the interest in the Premises acquired through the lease, and will not permit the Premises to be used for any mill wful purpose, or for any purpose that will injure the reputation of the building or increase the fire hazaru of the building, or disturb the tenanty or the neighborhood, and will not permit the same to remain a so for any unoccupied for more than ten consecutive days; and will not allow any signs, rards or placeded to placed thereon, nor negrot any secutive days; and will not allow any signs, cards or placards to be posted, or placed thereon, nor permit any alteration of or addition to any part of the Premises, except by written consent of Lessor; all alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid. SEE NEXT PAGE

MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Premises or any building or improvement thereon during the term hereof, and in case of the filing of such hen Lessee will promptly was same. If default in payment thereof shall continue for thirty (30) days after written googe thereof from Lessee to the Lessee, the Lessee shall have the right and privilege at Lessor's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest. shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of bill therefor.

INDEMNITY **FOR** ACCIDENTS

Lessee covenants and agrees that he will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the Premises, consing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless the Lessor against and from any and all claims and against and from any and all less, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof.

NON-.IABILITY OF LESSOR

Except as provided by Illinois statute. Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about Premises or any building or improvement thereon nor for any damage occasioned by water, snow or see being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

WATER, GAS AND ELECTRIC CHARGES

Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted. and in case said water rents and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as above specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

87280906

Proporty of Cook County Clerk's Office

PREMISES IN REPAIR

ACCESS TO PREMISES

ABANDON-MENT AND RELETTING

HOLDING OVER

EXTRA FIRE HAZARD

DEFAULT BY LESSEE

NO RENT DEDUCTION OR SET OFF

RENT AFTER NOTICE OR SUIT

PAYMENT OF COSTS

RIGHTS CUMULATIVE

FIRE AND CASUALTY

SUBORDINATION

PLURALS: SUCCESSORS

SEVERABILITY

3. Lesser shall not be obtated to rhou any expense for epiling any improvements upon said demised preclasses proponed on the rew in and better see at bise vinetures will keep all improvements in good repair (injury by fire, or other cause; beyond Lesser's control excepted) as well its in a good tenantable and wholesome condition, and will comply with all local or general regulations, laws and ordinances applicable thereto, as well as lawful requirements of all competent authorities in that behalf. Lessee will, as far as possible, keep said improvements from deter oration due to ordinary wear and from falling temporarily out of repair. It Lessee does not make repairs as required hereunder promptly and adequate v. Lessor may but need not make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from and payable by Lessee to Lessor.

9. Lessee will allow Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any needful repairs, or alterations thereof which Lessor may see fit to make and will allow to have placed upon the Premises at all times notice of "For Sale" and "To Rent" and will not interfere with the same.

10. If Lessee shall abandon or vacate the Premises, or if Lessee's right to occupy the Premises be terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms is Lessor may deem fit; and if a sufficient sim shell not thus be realized monthly, after paying the expenses of such re-letting and collecting to satisfy the rent hereby reserved. Lessee agrees to satisfy and pay all deficiencing monthly during the remaining period of this lease.

11. Lessee will, at the termination of this lease by lause of time or otherwise, yield up immediate possession to Lessor, and failing so to do, will pay as inquidated damages, for the whole time such possession is withheld, the sum of two times the per Delland per day; but the provisions of this clause shall not be held as a waiver by Lesson Many right of re-entry as hereinafter set forth; nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.

12. There shall not be allowed, kept, or used on the Premises any inflammable or explosive liquids or materials save such as may be necessary for use in the business of the Lessee, and in such case, any such substances shall be delivered and stored in amount, and used, in accordance with the rules of the applicable Board of Unitaristics and statutes and ordinances now or hereafter in force.

of Uncommerces and statutes and ordinances now or hereafter in force.

13. If default be made in the payment of the coverant herein concained to be kept by the Lessee. Lessor may at any time therefore at his election declare said term ended and remote the Premises or any part thereof, with artiful the autom permitted by lawy authors notice or process of iaw, and remove Lessee or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, and Lessor shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all personal property which Lessee now owns, or may hereafter acquire o have an interest in, which so by law subject to such distraint, as security for payment of the rent herein reserved

14. Lessee's costinant to pay rent is and shall be independent of each and every other covenant of this lease. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from rent nor set off against any claim for rent in any action.

15. It is further agreed, by he parties hereto, that after the service of notice, or the commencement of a sui or after final judgment for possession of the Premises. Lessor may receive and collect any rent due, and the payment of said rent shall not waiv, or affect said notice, said suit, or said judgment.

16 Lessee will pay and discharge officeasonable costs, attorney's fees and expenses that shall be made and incurred by Lessor in enforcing the collegants and agreements of this lease.

17. The rights and remedies of Lessor under this lease are cumulative. The exercise or use of any one of more thereof shall not bar Lessor from exercise of use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise nor use of the right or remedy by Lessor waive any other right or remedy.

18. In case the Premises shall be rendered intenantable during the term of this lease by fire or other casualty. Lessor at his option may terminate the lease or repair the Premises within 60 days thereafter. If Lessor elects to repair, this lease shall remain in effect provided such repairs are completed within said time. If Lessor shall not have repaired the Premises within said time, this is the end of such time the term hereby created shall terminate. If this lease is terminated by reason of fire or casualty is herein specified, rent shall be apportioned and paid to the day of such fire or other casualty.

19. This lease is subordinate to all mortgages which may row or hereafter affect the Premises.

20. The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either projeto this lease; and all the covenants and agreements contained shall be binding upon, and inure to, their rispective successors, heirs, executors, administrators and assigns and may be exercised by his or their attorney of gent.

21. Wherever possible each provision of this lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidate, without invalidating temainder of such provision or the remaining provisions of this lease.

2. (continued) The Lessee will comply with all applicable laws, ordinances, rules or regulations governing the ownership and use of the premises as well as other agreements affecting the premises. Exhibit B is a list of pending suits pertaining to the Premises. Lessor and Lessee acknowledge the existence of said suits. Lessee shall make a good faith effort to settle, or otherwise resolve said suits in the ordinary course of business.

3. (continued) For the purposes of this paragraph, the transfer of a controlling interest in the Lessee shall constitute an assignment subject to the provisions of this paragraph.

19. as renewed, modified, replaced or extended. Lessee will execute promptly any certificate or agreement confirming said subordination as requested by the Lessor or Lessor's mortgagee. Further Lessee hereby appoints Lessor as its attorney-in-fact to execute any such certificate or agreement on behalf of the Lessee.

RIDER ATTACHED TO AND MADE A PART OF THAT CERTAIN INDUSTRIAL LEASE DATED FEBRUARY 8, 1985 BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO. AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 15, 1985 AND KNOWN AS TRUST NO. 63319, AS LESSOR, AND PRICE WATSON CO., AS LESSEE

- 22. Rent. (a) Lessee shall pay Lessor or Lessor's agent as rent for the Premises the greater of (i) 120% of the Lessor's monthly interest payments from time to time during the term of this lease under that certain note dated Pebruary 15, 1985 (the "Note"), a copy of which will be provided to Lessee, plus any principal payments required by Lessor's lender; or (ii) \$5,000.00 plus the amount of Lessor's monthly inverest payments from time to time during the term of this lease under the Note, plus any principal payments required by Lessor's lender.
- (b) All payments received by Lessor from the tenants under the leases indicated by asterisks on Exhibit A shall be credited against the rental payments required of Lessee under this paragraph 22.
- (c) The rental payments required of Lessee under this paragraph 22 may, at Lessee's option, be paid either to Lessor or to Lessor's lender, provided that the payment to Lessor's lender shall not exceed that amount of Lessor's monthly interest payments from time to time during the term of this Lease under the Note, plus any principal payments required by Lessor's lender, and the balance of any rental payments shall be paid to Lessor.
- 23. Additional Rental Payments. (a) In addition to the rent specified in paragraph 22, Lessee shall pay to Lessor all costs and expenses of Lessor relating to the renewals or extension of the Note, and (b) all water and sewerage rents and charges, gas and electric light and power bills, and all real estate taxes, charges, and assessments, and governmental impositions in lieu of or in substitution for real estate taxes, charges, or assessments, which shall or may during the term of this lease be charged, laid,

Property of County Clerk's Office

でいるのできる

levied, or assessed on said Premises insofar as and to the extent that the same pertains to the period of this lease, or any extension thereof, and in case said water and sewerage rents and charges, bills for gas, electric light and power, and real estate taxes, charges, and assessments, and such governmental impositions shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid are declared to be so much additional rent, provided, however, that nothing herein shall prevent Lessee from contesting, protesting, or reviewing by legal proceedings, or in such other manner as may be legal, in Lessor's name or otherwise (which, if instituted, shall be conducted at Lessee's own expense) any tax, water rent, or other such governmental imposition, or utility bill.

- 24. Tax Escroy Lessee shall deposit each month with Lessor an amount equal to 1/12th of the latest ascertainable real estate taxes for the Premises, which funds shall be deposited as security with Lessor's lender under the Note, and which funds shall be made payable to Pocus Real Estate Pinance Co.
- 25. <u>Insurance</u>. As additional rent for the Premises,
  Lessee shall procure and maintain policies of insurance, at
  its own cost and expense insuring:
- the Premises against loss or damage by fire, lightning, wind, snow storm, hail storm, aircraft, vehicles, sacke, explosion, riot or civil commotion as provided by the Standard Pire and Extended Coverage Policy, and all other risks of direct physical loss, including water pipe and sprinkler breakage and damage, as insured against under Special Extended Coverage Endorsement. The insurance coverage shall be for not less than 100% of the then current full replacement cost of such improvements with all proceeds of insurance payable to Lessor.
  - (b) Lessor and Lessee from damage or liability

	1 1017	<b>L</b> 001	•	
				•
				*
•				
·				140
				:
				•
	•			
••				
	•			
0,				
70				
CV/X				1
9				
Ox				•
	)			
	Ó			•
DOOR OR	0/		-	

Office

#### UNOFFICIAL 200PY 6

arising out of any claims, demands or actions for injury to or death of any person in any amount of not less than \$1,000,000 single limit, for injury to or death, and for damage to property in an amount of not less than \$1,000,000.00 made by, or on behalf of any person or persons, firm or corporation arising from any accident or occurrence on or about the Premises. Said insurance shall comprehend full coverage of the indemnity set forth in paragraph 5 of this Lease with respect to any accident or occurrence on or about the Premises.

- while the Premises are untenantable due to fire or other casualty (for the maximum period for which such insurance is available), but the purchase of such rent insurance shall not relieve Lessee from any obligation to pay rent, if any, under the terms and provisions of the lease during any such period of untenantability. Such insurance shall be in an amount equal to the then current rent plus estimated additional rents.
- (d) Lessor may from time to time, but not more often than once every three years during the terms, upon written notice, require the Lessee to increase the above amounts if Lessor shall determine that said amounts are πο longer adequate.
- (e) The aforesaid insurance shall be in companies and in form and substance (where not stated above) reasonably satisfactory to Lessor and any mortgagee of Lessor, and shall contain standard mortgage clauses satisfactory to Lessor's mortgagee. The limits of insurance coverages shall be as stated or as the mortgagee should otherwise reasonably require. The aforesaid insurance shall not be subject to cancellation except after at least thirty (30) days' prior written notice to Lessor and any mortgagee of Lessor. The original insurance policies (or certificates thereof satisfactory to Lessor), together with satisfactory evidence of payment of the premiums thereon, shall be deposited with Lessor at

Aroperty of Cook County Clerk's Office

the commencement date of this Lease and renewals thereof not less than thirty (30) days prior to the end of the term of such coverage.

- Magnolia, 1401 N. Elston, 1401 N. Magnolia, 1909 N. Clifton and 1910 N. Clifton. If, during the term of this lease, the buildings, improvements or the equipment on, in, or appurtenant to the above listed properties at the commencement of the term, or thereafter erected thereon or therein, shall be destroyed or damaged in whole or in part by fire or other cause. The rent herein shall not abate and Lessee shall give to Lessor immediate notice thereof, and, subject to the rights of the Lessor's mortgagee under the mortgage, any insurance proceeds either or both of the parties hereto shall be entitled to (including Lessor's lender), shall be used as follows:
- (a) In the event that such amount of insurance proceeds are sufficient to reconstruct fully or restore such improvements, then the funds wilable are to be used for the restoration or reconstruction of such improvements. In the event that said cost of repairs is less than \$5,000 (Pive Thousand Dollars), then the funds shall be turned over directly to the Lessee for its use in making such repairs. In the event that the estimated cost of repairs and insurance adjustment is greater than \$5,000 (Pive Thousand Dollars), then an appropriate escrow account shall be established with Chicago Title and Trust Company and the funds deposited into said account and paid out in accordance with sworn contractor's or architect's statements. Any balance remaining after the repairs have been completed and all contractors fully paid shall be used as a prepayment of Lessor's Note as in paragraph 32(b).
- (b) In the event that such amount of insurance proceeds are not sufficient to fully reconstruct or restore

Property of Cook County Clerk's Office

such improvements, then at the option of the Lessee the Lessee may make up the difference of the amount required to have the repairs made and then the restoration or reconstruction of the improvements shall be made.

- (c) In the event that the amount of such insurance proceeds are not sufficient to fully reconstruct or restore such improvements and Lessee does not elect to make the additional contribution for such repairs or reconstruction, then such amount of the insurance proceeds shall be paid to the Lessor and applied to the unpaid balance of the Note in accordance with paragraph 32(b).
- which is the subject of this lease, other than those listed above, any insurance proceeds received shall be used to reduce the Lessor's Note as further described in Paragraph 32(b).
- 27. Tenant's Right to Sublet. Subject to the Lessor's approval, Lessee shall have the right to sublet portions (constituting less than all or substantially all) of the Premises or extend or renew any existing sublease, provided that each such sublease or extension or renewal thereof shall be for a term of not more than the term of this lease and any sublease and shall be subject and succrdinate to the rights of Lessor and Lessor's mortgagee hereunder.
- 28. Waiver of Recovery. To the full extent now or hereafter permitted by law (i) the Lessee waives all rights of recovery against the Lessor and the agents, employees and invitees of the Lessor for any loss or damage to the building or other property located on or in the Premises or comprising a part thereof resulting from fire or other causes which are normally covered by fire and extended coverage insurance, and (ii) the Lessee waives all rights of recovery against the Lessor, and the agents and employees of the Lessor, for loss or damage to property of the Lessee located on the premises resulting from fire or other causes which are

Property of Cook County Clark's Office

normally covered by fire and extended coverage insurance.

- any notice to the other, it shall be sufficient for all purposes if such notice is personally delivered or sent by registered or certified United States Mail, postage prepaid, addressed to the intended recipient at the address specified on the first page of this Lease or theretofore specified by the addressee in a written notice given to the sender. A copy of any notice sent to Lessee shall be sent to Irvin F. Richman, c/o Neistein, Richman, Hauslinger & Young, Ltd., 33 North Lisalle Street, Chicago, Illinois 60602. A copy of an notice sent to Lessor shall be sent to Paul Gold, 33 North Dearborn Street, Chicago, Illinois 60602. Any notice given in the manner specified herein shall be deemed to have been given on the day it is personally delivered or three business days after it is deposited in the United States Mail.
- 30. Condemnation. In the event a portion of the Premises shall be taken or condemned for a public or quasi-public use for or by any governmental authority having proper jurisdiction, then and in Chat event:
- (a) Lessee shall participate in the negotiations with the condemning authority, and the parties shall cooperate with each other to achieve a maximum award or settlement.
- (b) The Lessor shall reduce the Note indebtedness by the award or settlement for land taken and for improvements on any of the property except that property described in subparagraph (c), and the value, if any, of any injury or damage to the remainder of the land by reason of such taking, less attorneys' fees and costs in obtaining such award or settlement. To the extent of any award or settlement for any unexpired term of this lease or any extension thereof, such award or settlement shall be used to reduce the Note indebtedness. Said reduction in the Note shall correspondingly reduce Lessee's monthly rental payments which are partially based upon the interest due on the outstanding balance of

the Note.

- (c) Lessee shall be entitled to receive any award for trade fixtures, equipment stock and personal property.
- 31. Option to Purchase. So long as Lessee is in substantial compliance under the terms of this Lease, Lessee may at its sole option elect to purchase the Premises at any time during the term hereof for the sum of \$2,600,000.00, less any principal reductions in Lessor's Note made as a result of payment by Lessee (other than as rent hereunder), the sale of any portion of the property, recovery of insurance process for the damage or destruction of any portion of the property Or a condemnation award for the involuntary taking of any portion of the property. Notwithstanding anything herein contained to the contrary, the aforesaid option price shall not be reduced by any principal reduction in Lessor's Note made as a result of (i) the rental hereunder, or (ii) payments made by Lessor Low his own funds (other than payments set forth in the first sentence of this paragraph). In the event Lessee elects to pirchase the Premises, it shall give 120 days' written notice of such election upon the price, terms, conditions and provisions hereinbefore referred to and the following:
- (a) Closing (exchange of purchase price and deed) shall take place on a date mutually agreeable to the parties hereto, but in no event later than 120 days from the date of such notice of the exercise of the option.
- (b) Conveyance shall be by warranty deed or trustee's deed or at Lessee's option assignment of beneficial interest, free of all easements, restrictions, reservations, liens and encumbrances, except those of record at the time of the commencement of the lease (specifically excluding the Pocus Real estate Pinance Co. mortgage) or any matters suffered by or through Lessee.
- 32. Right of Approval for 1441 N. Magnolia, 1401 N. Elston, 1401 N. Magnolia, 1909 N. Clifton and 1910 N. Clifton.
  - (a) So long as Lessee is in substantial compliance

Property of County Clerk's Office

under the terms of this Lease, whenever, during the life of this lease, Lessor receives a bona fide written offer from a person, firm, association or corporation for the purchase, exchange, assignment or other disposition of that portion of the Premises commonly known as 1441 North Magnolia, 1401 North Elston, 1401 North Magnolia, 1909 North Clifton, or 1910 North Clifton, which offer Lessor intends to accept, Lessor shall given written notice thereof to Lessee and with said notice deliver to Lessee a duplicate original of such offer. Lessee shall have thirty (30) days from the receipt of such notice within which to approve the price, terms, conditions and provisions set forth in said offer. Should Lessee fail co approve any such offer submitted to Lessor, Lessor shall not sell the part of the premises in question.

- (b) Should Lessee approve said sale, the net proceeds of said sale shall be used to reduce the Lessor's Note indebtedness, which shall correspondingly reduce Lessee's monthly rental payments which are partially based upon the interset due on the outstanding balance of the Note.
- (c) Notwithstanding the foregoing, Lessee shall not have a right of approval for transfer where such transfer occurs, either by operation of law, foreclosure, deed-in-lieu of foreclosure, or otherwise, to or at the direction of the mortgagee.
- 33. Right of First Refusal. (a) Whenever, during the life of this lease, Lessor receives a bona fide written offer from a person, firm, association or corporation for the purchase, exchange, assignment or other disposition of part of the Premises not included in the foregoing paragraph which Lessor intends to accept, Lessor shall give written notice thereof to Lessee and with said notice deliver to Lessee a duplicate original of such offer. Provided Lessee is in substantial compliance with the terms of the Lease, Lessee shall have thirty (30) days from the receipt of such

Property of Cook County Clerk's Office

notice within which to agree in writing to meet the price, terms, conditions and provisions set forth in said offer.

Upon giving notice of such exercise of Lessee's right of first refusal, Lessee and Lessor shall close on a date which is to be mutually agreed upon, but in no event shall be later than 30 days after the notice of Lessee's exercise of such right of first refusal. On the date for closing a fee simple marketable title shall be conveyed to Lessee in accordance with the provisions of the offer. Should Lessee fail to accept any offer submitted to Lessor, and should Lessor thereafter fail to consumate said sale on the terms set forth in said offer, Lessee's right of first refusal shall continue as to all subsequent offers.

- (b) The net proceeds of said sale, whether or not the sale is to Lesser, shall be used to reduce the Lessor's Note indebtedness, which shall correspondingly reduce Lessee's monthly rental pryments which are partially based upon the interest due on the outstanding balance of the note.
- (c) In the event that the net sale proceeds received from the sale of any part of the Premises made under the provisions of this paragraph are less than the minimum release price for such Premises, it set forth in the Focus Real Estate Pinancial Co. Pirst Mortgage Loan Commitment dated January 14, 1985, as amended, and Focus keal Estate Pinancial Co. requires a payment in the amount of the minimum release price in order to release its lien on that part of the premises being sold, then, and in such event, Lessee shall pay Lessor's Note in an amount equal to the lesser of the aforesaid minimum release price less the aforesaid net sale proceeds, or that amount required by Focus Real Estate Financial Co. to release its lien on that part of the Premises being sold.
- 34. Partial Lease Termination. In the event any part of the property is sold, taken by condemnation, foreclosed

Property of Cook County Clark's Office

upon, or transferred to or at the direction of Lessor's mortgagee, the Lease shall be terminated as to such part or parts of the Premises.

- 35. Binding Effect. The terms and covenants contained in this lease (and in any exhibit annexed hereto) shall bind and inure to the benefit of the Lessor and the Lessee, and their respective successors and assigns.
- Jessee that the rent herein specified shall be absolute net to the Lessor for each year during the term of this Lease, so that all costs, expenses and obligations of every kind relating to the Premises (except as otherwise specifically provided in this Lease) which may arise or become due during the term of this Lease and any extension thereof shall be paid by Lessee, and that Lessor shall be indemnified by Lessee against all such costs, expenses and obligations.
- 37. Full Agreement. This Lease contains all of the agreements of the parties here to with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provintion of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.
- 38. Remedies. No remedy or election hereunder chall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.
- 39. Security Deposit. As a security deposit for Lessee's performance under this Lease, Lessee shall deposit with Lessor the sum of \$200,000, payable in installments of \$25,000.00 for a period of eight (8) months commencing on the first day of the third month of this Lease. Lessor shall pay Lessee interest on such security deposit at the rate per annum equal to the prime rate as hereinafter defined from time to time in effect plus 2-1/2%. Prime Rate means

Property of County Clerk's Office

the interest rate announced by the First National Rank of Chicago, Chicago, Illinois ("PNB") from time to time as being charged by it on 90-day unsecured loans to its best corporate commercial borrowers. The interest rate shall (i) change on the same day as any change in the Prime Rate; (ii) be computed on the basis of a year consisting of 360 days; and (iii) shall be paid for the actual number of days within the period for which interest is being paid. Notwithstanding the foregoing, in the event of any principal reduction in the lessor's note made as a result of payment(s) by Lessor from his own funds (other than the payments set forth in the first sencence of paragraph 31), then the amount of such security deposit that shall bear interest shall be reduced (but not less than zero) by the same amount of any such payment(s). Lessor agrees to return to Lessee the security deposit upon the expiration of this Lease or any extension thereof provided, however, that there has been no uncured monetary default by Lessee and provided that Lessee agrees, notwithstanding the expiration of the term of this Lease or any extension thereof, to indemnify Lessor for any claim, loss or expense resulting from a default by Lessee in any of the terms or provisions of this Lease or any extension thereof.

any time and from time to time during the term of this

Lease, within ten days after written request from cha other

party to execute, acknowledge and deliver to the other party

a statement in writing certifying that this Lease is unsodified

and in full force and effect (or if there have been modifications,

that the same is in full force and effect as modified, and

stating the modifications), and the dates to which the rent

and other charges have been paid in advance, if any, and

stating whether or not to the best knowledge of the signer

of such certificate the other party hereto is in default in

the performance of any covenant, agreement, or condition

Property of County Clerk's Office

N. W. W. W. W.

contained in this Lease, and, if so, specifying each such default of which the signer may have knowledge. Lessee shall provide Lessor's lender with such financial instruments and other financial data as it may reasonably require.

- 41. Waiver. Lessor hereby waives all of its right, if any, with respect to the inventory and personal property on the Premises, including, but not limited to, any inventory which secures a loan to Lessee from Main Bank of Chicago. Lesgar acknowledges that said inventory and personal property are the property solely of Lessee and Lessor shall provide Lessee with a similar waiver from Lessor's mortgagee.
- 42. Trustee Exculpation. This Lease is executed by the American National Bank and Trust Company of Chicago, as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assumed by, her at any time be asserted or enforced against it, its agents or employees on account hereof, or on account of any promises, covenants, undertakings or agreements herein, either expressed or implied; all such liability, if any being expressly waived and released by the Lessee and by all persons claiming by, through or under said Lease, and by every person now or hereafter claiming eny right or security thereunder. It is understood and agreed that American National Bank and Trust Company of Chicago, individually, or as Trustee, shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained. It is further understood and agreed that the Trustee is not entitled to receive any of the rents, issues, or profits of or from said trust property and this instrument shall not be construed as an admission to the contrary.

The river of County Clark's Office

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the day and year first above written.

	AMERICAN NATIONAL BANK OF CHICAGO, As Trustee under Trust No. 63319
3hhaah.	Ву:
Attest:	
(Corporate Seal)	
	Alan Jacobs
	PRICE WATSON CO., an Illinois
Q <sub>/X</sub>	corporation
9	By:
Attest:	
(Corporate Seal)	
0/	
C	
STATE OF ILLINOIS ) (	
COUNTY OF COOK )	
Ι,	, a Notary Public in and
for said County, in the State that	aforesaid, do hereby certify , Vice eresident of American
National Bank and Trust Compar banking association, and Secretary of said national bar	
Secretary of said national bar known to me to be the same per	nking association, personally rsons whose names are subscribed
to the foregoing instrument as and Assistant Secretary, respe	a arab
this day in person and acknow!	ledged that they sign@cand
acts; and as the free and volu	
canking association, as Truste therein set forth; and the sai	ee, for the uses and purposes id Assistant Secretary did also
then and there acknowledge the corporate seal of said nations	t he, as custodian of the
affix the said corporate seal	of said national banking
issociation to said instrument act, and as the free and volum	as his own free and voluntary
canking association, as Truste therein set forth.	
Given under my hand and Not February, 1985.	otarial Seal this day
	Notary Public
My commission expires:	

Stoppenty of Coot County Clerk's Office

STATE OF ILLINOIS	)
	) 55
COUNTY OF COOK	)

I, a Notary Publi a Notary Public certify that Nathan Rosenmutter, President of Price Watson Co., an Illinois corporation, and C. Weber, Assistant Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and NOtarial Seal this \_\_\_ day of Pebruary, 1985.

		0	
		$O_{\mathcal{L}}$	Notary Puboic
My	commission	expires:	<del></del>

To induce Lessor to execute this Logse and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's successors or assigns of all covenants and agreements of the above tease.

Dated as of February 8, 1

985	C	25
		809
		906
	Nathan Rosenmutter	

X

Poperty of Coot County Clark's Office

#### EXHIBIT A

PREMISES: Por purposes of this Lease, "Premises" shall be defined as consisting of the following properties:

1441 North Magnolia/ 1401 North Elston	Some vacant area and shear buildings, small office area
4600 West Division	
1909 North Clifton	Office and maintenance
1910 North Clifton	Shredder
243° North Leavitt	Metal separator building
2448 North Leavitt	Vacant
1225 Coatland	Vacant
Medili	Vacant
2300 North Ashland*	Warehouse
1401 North Magnoria	Part of 1441 North Magnolia
1066 West North Avenue	Office Building
1640 Kingsbury	Vacant
1711 West Fullerton*	Warehouse and office

Only for purposes of Paragraphs 22, 25 (as to liability insurance only), 31, 33 (subject to Hertz Corporation's right of first refusal), 35, and 41 of this Lease, Premises shall be defined as including the properties listed above and the following property:

Vacant

2606 North Elston\*

4545 West North Avenue

Land only: building owned by Hertz

H728()9()

<sup>\*</sup>Subject to prior existing lease.

Property or Coot County Clert's Office

SCHEDULE I TO EXHIBIT A

LOTS 3, - AND 5 IN THE RESUBDIVISION OF THAT PART OF BLOCK 28 IN ELSTON ADDITION TO CHICAGO LYING NORTH OF THE NORTH LINE OF THE SOUTH 5 FEET OF LOT 5 IN SAID BLOCK 28 IN COOK COUNTY, ILLINOIS

TAX NO. 17-05-114-120 Act + 3 US ALL. DMI-SA PARCEL 1A OF 69-79629

87280906

### **UNOFFICIAL COPY**

PARCEL 1 B: '

7 2 8 9 9 0 6

LOTS 1 AND 2 AND THE ACCRECTIONS THERETO UP TO DOCK LINE AS ESTABLISHED JUNE 12. 1961 IN THE SUBDIVISION OF ALL THAT PART OF BLOCK 28 LYING NORTH OF NORTH LINE OF SOUTH 5 FEET OF LOT 5 IN BLOCK 28 IN ELSTON ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL LC: .

LOT I AND THE ACCRETION THERETO UP TO DOCK LINE AS ESTABLISHED JUNE 8, 1961 IN GALLOWAY AND POPULORUM'S SUBDIVISION OF THE SOUTH 5 FEET OF LOT 5 AND ALL OF LOTS 6 TO 10 INCLUSIVE AND THE WORTH 20 FEET OF LOT 11 IN BLOCK 28 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

#### PARCEL 1 D:

LOT 2 AND THE ACCRETIONS THERETO UP TO DOCK LINE AS ESTABLISHED JUNE 12, 1961 IN GALLOWAY AND POPULORUM'S SUBDIVISION OF BLOCK 28 IN ELSTON ADDITION TO CHICAGO IN SECTION 5. TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

#### PARCEL I E:

THE SOUTH 30 FEET OF LOT 11 AND ALL OF LOTS 12 AND 13 IN BLOCK 28 IN ELSTON ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS

#### PARCEL 1F:

OF 59-73-629

THAT PART OF LOT 17 LYING SOUTH OF BOUNDARY LINES SO DESCRIBED IN AGREEMENT RECORDED MAY 13, 1892 AS DOCUMENT 1663958 DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH WEST SIDE OF LOT 17 AT A POINT OF FEET SOUTH EAST OF THE NORTH WEST CORNER OF SAID LOT 17: THENCE MORTH PAST AT RIGHT ANGLES TO SAID SOUTH WEST SIDE OF SAID LOT A DISTANCE OF 31.96 FEET, RUNNING THENCE SOUTH EAST 31.95 FEET TO A POINT ON THE SOUTH EAST SIDE OF SAID LOT, 38.4 FEET FROM THE MORTH EAST CORNER OF SAID LOT IN BLOCK 29 IN ELSTON ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 MORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOUS

TAX NO. 17-05-114-002 Lot 2 DMO SII.
17-05-114-003 LOT 1 DO O
17-05-114-004 LOT 2 DO O
17-05-114-005 ACC 11, 12+13
17-05-113-003 DBO 1401
1441 NORTH MAGNOLIA and NORTH ELSTON
PARCELS 18. 10. 10. 15. 15

Exhibit A

MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT 33 FEET NORTH AND 210 FEET EAST FROM THE SOUTH WEST CORNER OF THE AFORESAID EAST 1/2 OF THE NORTH WEST 1/4: THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 OF THE NORTH WEST 1/4 TO A POINT 90 FEET WEST AND 618 FEET NORTH FROM THE SOUTH EAST CORNER OF THE WEST 300 FEET OF SAID EAST 1/2 OF THE NORTH WEST 1/4: THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTH WEST 1/4, A DISTANCE OF 42.85 FEET, TO A POINT 9 FEET WESTERLY (MEASURED AT RIGHT ANGLES) FROM THE CENTER LINE OF A SIDE TRACT OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, KNOWN AS I. C. C. TRACK NUMBER G-204; THENCE NORTH ALONG A LINE PARALLEL TO AND 9 FEET FROM (MEASURED AT RIGHT ANGLES) TO THE CENTER LINE OF A SIDE TRACK OF THE CHICAGO AND NONTHWESTERNN RAILWAY COMPANY, KNOWN AS I. C. C. TRACK NUMBER G-204. FOR A DISTANCE OF 211.98 FEET TO A POINT OF CURVE: THENCE NORTHERLY ALONS & CURVE, BEING 9 FEET FROM (MEASURED AT RIGHT ANGLES) AND PARACLE TO THE CENTER LINE OF A SIDE TRACK OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, KNOWN AS I. C. C. TRACK NUMBER G-205, CONVEX EASTERLY, HAVING A RADIUS OF 306.45 FEET FOR A CHORD DISTANCE OF 42.96 FEET TO A POINT OF TANGENCY; THENCE NORTHERLY TANGENT TO SAID CURVE FOR A DISTANCE OF 27.22 FEET, TO A POINT OF CURVE: THENCE NORTHERLY ALONG & CURVE CONVEX VESTERLY, HAVING & RADIUS OF 675.58 FEET FOR A CHORD DISTANCE OF 97.76 FEET, TO A POINT OF TANGENCY; THENCE NORTH, TANGENT TO SAID SURVE AND 9 FEET FROM (MEASURED AT RIGHT ANGLES) AND PARALLEL TO THE CENTER LINE OF I. C. C. TRACT NUMBER G-205 FOR A-DISTANCE OF 307.37 FEET, TO A SOINT OF CURVE; THENCE NORTHERLY ALONG A CURVE TANGENT TO THE LAST DESCRIBED COURSE, CONVEX WESTERLY, HAVING A RADIUS OF 608.52 FEET TO A POINT OF TANGENCY, FOR A CHORD DISTANCE OF 95.69 FEET; THENCE NORTHERLY TANGENT TO SAID CURVE FOR A DISTANCE OF 48.45 FEET, BEING 9 FEET FROM (MEASURED AT RIGHT ANGLES) AND PARALLEL TO THE CENTER LINE OF I. C. C. TRACK NUMBER G-205, TO AN INTERSECTION WITH A LINE 20 FEET EAST OF (MEASURED AT REGHT ANGLES) AND PARALLEL TO THE CENTER LINE OF A SIDE TRACK OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, KNOWN AS I. C. C. TRACK NUMBER G-21 THENCE NORTH ON A LINE 20 FEET EAST OF (MEASURED AT RIGHT ANGLES) AND PARALLEL TO I. C. C. TRACK NUMBER G-284 AND ITS STRAIGHT PORTION EXTENDED. FOR A DISTANCE OF 476 FEET TO AN INTERSECTION WITH A CURVE 15 FEET WISTERLY OF (MEASURED AT RIGHT ANGLES) AND PARALLEL TO THE CENTER LINE OF 1. C. TRACK NUMBER G-194; THENCE NORTHWESTERLY ON A CURVE CONVEX NORTHEASTERLY (THE CHORD OF SAID CURVE FORMS AN INTERIOR ANGLE OF 159 DEGREES 20 MINUTES HORD DISTANCE OF 193.00

15 FEET FROM (MEASURED AT RIGHT ALL...

TRACK NUMBER G-194; THENCE NORTHWESTERLY LALL...

DISTANCE OF 63.84 FEET, TO A POINT IN A LINE 160 FELL...

(MEASURED AT RIGHT ANGLES) THE NORTH LINE OF A PRIVATE STREET, LALL.

WEST; THENCE WEST ON SAID 160 FOOT LINE A DISTANCE OF 83.29 FEET TO A

POINT IN A LINE 30 FEET NORTHEASTERLY OF (MEASURED AT RIGHT ANGLES) THE

CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL O WITH THE LAST DESCRIBED COURSE) HAVING A RADIUS OF 522.37 EEET FOR A

UNOFFICIAL COPY 6

continuction of TAX NO. 16-03-105-027 4600 WEST DIVISION PARCEL 2 OF 69-78-629

CENTER LINE OF A SIDE TRACK OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, KNOWN AS I. C. C. THACK NUMBER G-293; THENCE SOUTHEASTERLY PARALLEL TO THE CENTER LINE OF 1. C. C. TRACK NUMBER G-293 FOR A DISTANCE OF 146.73 FEET, TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE CONVEX EASTERLY HAVING A RADIUS OF 600.6 FEET FOR A CHORD DISTANCE OF 94.94 FEET TO A POINT OF TANGENCY; THENCE SOUTH ALONG & LINE 20 FEET EAST OF (MEASURED AT RIGHT MAGLES) AND PARALLEL TO THE CENTER LINE OF I. C. C. TRACK NUMBER G-392 AND ITS STRAIGHT PORTION EXTENDED. FOR A DISTANCE OF 1292.88 FEET; THENCE SOUTHWESTERLY ALONG A LINE 40 FEET SOUTHEASTERLY OF (MEASURED AT RIGHT ANGLES) AND PARALLEL TO THE CENTER LINE OF I. C. C. TRACK NUMBER G-293 AND ITS STRAIGHT PORTION EXTENDED, WHICH FORMS AN EXTERIOR ANGLE OF 171 DEGREES OF MINUTES WITH THE LAST DESCRIBED COURSE FOR A DISTANCE OF 546.61 FEET TO A POINT OF CURVE; THENCE SOUTHERLY ALONG A CURVE CONVEX VISITERLY AND 40 FEET EASTERLY OF (MEASURED AT RIGHT ANGLES) TO I. C. C. TIGICK NUMBER G-293, HAVING A RADIUS OF 504.93 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF VEST DIVISION STREET, BEING 33 FEET NORTH OF THE SOUTH LINE OF THE NORTH WEST 1/4 OF SAID SECTION 3, FOR A CHORD DISTANCE OF 52.58 FEET; THENCE EAST ALONG THE NORTH LINE OF WEST DIVISION STREET 197.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

## UNOFFICIAL, COPY 6

LOTS 29, 30 AND 31 IN BLOCK 1 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS, EXCEPT THAT PART OF SAID LOTS 29, 30 AND 31 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF LOT 31, 244.50 FEET SOUTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID LCT 31. RUNNING THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT ON THE SOUTHERLY LINE OF LOT 29 IN BLOCK 1 AFORESAID, 197 FEET SOUTHWESTERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT 29, THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF LOT 29 A DISTANCE OF 15 FEET, THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT ON THE NORTHERLY LINE OF LOT 29 DISTANT 218 FEET SOUTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT 29, THENCE NORTHWESTERLY IN A STRAIGHT LINE TO THE NORTHERLY LINE OF LOT 30 DISTANT 226 FEET SOUTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT 30, THENCE NORTHWESTERLY TO THE PLACE OF BEGINNING IN COOK COUNTY. ILLINOIS 204 COUNTY CLOPA'S OFFICE

TAX NUMBER 14-32-404-001 14-32-404-002

1909 NORTH CLIFTON PARCEL 3 OF 69-78-629

UNOFFICIAL, COPY 0 6

DOOR OR THAT PART OF LOTS 1 TO 11 INCLUSIVE LYING SOUTH OF THE SOUTHERLY LINE OF RIGHT OF WAY OF CHICAGO HILWAUKEL ST. PAUL AND PACIFIC RAILRAOD IN SUBBLOCK 2 OF THE SUBDIVISION OF LOTS 1 AND 2 OF BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSLIP 40 NORTH, RANGE 14 EAST OF

THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, JULINOIS INOL COPYS OFFICE

TAX NUMBER 14-32-303-006 1910 NORTH CLIFTON PARCEL 4 69-78-629

# UNOFFICIAL COPY

THAT PART OF SUBBLOCK 3 OF LOTS 1 AND 2 IN BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT AT THE INTERSECTION OF THE SOUTH LINE OF CLYBOLRY PLACE AND HAWTHORNE AVENUE AND RUNNING EAST ON THE SOUTH LINE OF CLYBOURN PLACE 176.2 FEET TO THE SOUTHWESTERLY LINE OF MARCEY STREET THENCE RUNNING SOUTH EAST ALONG THE SOUTHVESTERLY LINE OF MARCEY STREET 437 FEET TO THE NORTHWESTERLY LINE OF VABANSIA AVENUE; RUNNING THENCE AT RIGHT ANGLES TO MARCEY STREET ALONG THE NORTHWESTERLY LINE OF VABANSIA AVENUE SOUTH WEST 124 FEET TO THE NORTHEASTERLY LINE OF HAWTHORNE AVENUE; THENCE RUNNING AT RIGHT ANGLES TO WABANSIA AVENUE ALONG THE MORTHEASTERLY LINE OF HAW! HORNE AVENUE IN A MORTHWESTERLY DIRECTION 532.5 FEET TO THE PLACE OF BEGINNING IN SECTION 32, TOWNSHIP 40 NORTH, BANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN BY PLAT OF SAIL SUBDIVISION RECORDED AS DOCUMENT 114495 (EXCEPT THAT PART OF THE FOREGOING GESCRIBED PREMISES CONVEYED TO JOHN J. DIX BY DEED RECORDED AS DOCUMENT 13370376 AND EXCEPT THAT PART THEREOF CONVEYED BY DEED RECORDED AS LOCUMENT 13620118) IN COOK COUNTY, ILLINOIS.

Cook County Clark's Office

TAX NO. 14-32-304-00 1225 WEST COURTLAND PARCEL 7 OF 69-78-629

87280906

### PARCEL AUNOFFICIAL 2COPY 6

THAT PART OF SUB-LOT 2 (EXCEPT THE SOUTH 13.59 FEET) LYING WEST OF THE RIGHT OF WAY OF THE CHICAGO AND PACIFIC RAILROAD (NOW THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD) IN BLOCK 1 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 8 IN SHEFFIELDS ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

#### PARCEL B:

THAT PART OF SUBLOT 3 LYING WEST OF THE RIGHT OF WAY OF THE CHICAGO AND PACIFIC RAILROAD (NOW THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD) IN BLOCK 1 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 8 IN

SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

#### PARCEL C:

SUBLOT 4 (EXCIPT THE RIGHT OF WAY OF THE CHICAGO AND PACIFIC RAILROAD, NOW THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, AND EXCEPT THAT PART COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT 4 AND RUNNING THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 4 AND THE WESTERLY LINE OF THE NORTH KINSBURY STREET, A DISTANCE OF 6.31 FEET TO A POINT; THENCE WESTERLY RIGHT OF WAY LINE DRAWN FROM SAID POINT TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND PACIFIC RAILROAD, NOW THE CHICAGO, HIWAUKEE, ST. PAUL AND PACIFIC RAILROAD, WHICH IS 318.75 FEET NORTH OF THE NORTH LINE OF NORTH AVENUE; THENCE SOUTHERLY ALONG SAID LINE TO THE SOUTH LINE OF LOT 4; THENCE EASTERLY ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING). IN BLOCK 1 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 2 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS

#### PARCEL D:

THAT PART OF SUBLOT 5 LYING EAST OF THE RIGHT OF BAY OF THE CHICAGO AND PACIFIC RAILROAD (NOW THE CHICAGO, MILWAUKEE, ST. PACE AND PACIFIC RAILROAD) AND THAT PART OF SUBLOT 6, LYING EAST OF THE EAST LINE OF THAT PART OF SUBLOT 6 DESCRIBED AS FOLLOWS: BEING A STRIP OF LAND 25 FEET IN WIDTH ON A LINE DRAWN ON EACH SIDE OF A LINE DRAWN IN THE SOUTH LINE OF SAID LOT 6, 77.5 FEET WESTERLY FROM THE SOUTH EAST SOUNER OF SAID LOT 6 TO A POINT IN THE NORTH LINE, 40 FEET WESTERLY OF THE NORTH EAST CORNER OF SAID LOT 6, (AS CONVEYED BY DOCUMENT NUMBER 164991), ALL IN BLOCK 1 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 3 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

```
TAX NO. 14-32-404-012
14-32-404-013
14-32-404-014
14-32-404-015
14-32-404-016
14-32-404-017
14-32-404-022
14-32-404-025
12-32-404-027
1066 WEST NORTH AVENUE
PARCEL 3A, 3B, 3C, 3D, 3E, 3F
OF 69-78627
```

172H090

THAT PART OF LOTS 3 AND REJOCK I LOCATION CESTS AND 2 IN BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, JOWNSHIP 48 NORTH. RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 63.30 FEET WESTERLY OF THE SOUTH WEST LINE OF WORTH KINGSBURY STREET AS MEASURED ALONG THE NORTH LINE OF LOT 6; THENCE EXTENDING SOUTHERLY ALONG AN ARC OF CIRCLE THAT IS CONVEX TO THE EAST WITH A 739.48 FOOT RADIUS FOR A DISTANCE OF 68.27 FEET TO A POINT ON THE SOUTH LINE OF LOT 6 WHICH IS 97.89 FEET WESTERLY OF THE SOUTH WEST LINE OF NORTH KINGSBURY STREET, AS MEASURED ALONG SAID SOUTH LINE OF LOT 6; THENCE CONTINUING SOUTHERLY FROM THE LAST MENTIONED POINT ALONG SAID MENTIONED CURVE FOR A DISTANCE OF 6.94 FEET TO A POINT WHICH

IS 61.66 FEET NORTHERLY OF THE SOUTH LINE OF LOT 5 AS MEASURED ALONG A LINE WHICH TANGENT TO SAID MENTIONED CURVE AT A POINT WHICH IS 75.12 FEET SOUTHERLY OF THE POINT OF BEGINNING AS MEASURED ALONG SAID MENTIONED CURVE, THENCE SOUTHERLY A DISTANCE OF 61.66 FEET ALONG SAID MENTIONED TANGENT LINE TO A POINT WHICH IS 138.30 FEET WESTERLY OF THE SOUTH WEST LINE OF NORTH KINGSBURY STREET AS MEASURED ALONG THE SOUTH LINE OF LOT 5; THENCE NESTERLY ALONG THE SAID MENTIONED SOUTH LINE OF LOT 5. A DISTANCE OF 31.71 FEET TO A POINT WHICH IS 170.01 FEET WESTERLY OF THE SOUTH WEST LINE OF NORTH KINGSBURY STREET, AS MEASURED ALONG SAID MENTIONED SOUTH LINE OF LOT 5; THENCE NORTHEASTERLY FOR A DISTANCE OF 74.97 FEET AS MEASURED ALONG AN ARC OF A CIRCLE THAT IS CONVEX TO THE SOUTH EAST WITH A MADIUS OF 318.51 FEET TO APAT WHICH IS 105.49 FEET WESTERLY OF THE SOUTH WEST LINE OF NORTH KINGSBURY STREET AS MEASURED ALONG SAID MENTIONED SOUTH LUNE OF LOT 6: THENCE NORTHERLY FOR A DISTANCE OF 69.57 FEET ALONG AN ARL OF A CIRCLE THAT IS CONVEX TO THE SOUTH EAST WITH A RADIUS OF 223.87 FEET TO THE POINT OF BEGINNING, SITUATED IN COOK COUNTY, IN THE STATE OF ILLINOIS, IN COOK COUNTY, ILLINOIS

#### PARCEL F:

THAT PART OF LOT 1 AND THAT PART OF THE SOUTH 13.59 FEEL OF LOT 2 LYING WEST OF RAILROAD ALL IN SUBDIVISION BLOCK 1 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

```
continuation of
TAX NO. 14-32-404-912
14-32-404-913
14-32-404-914
14-32-404-015
14-32-404-016
14-32-404-017
14-32-404-022
14-32-404-025
12-32-404-927
1066 WEST NORTH AVENUE
PARCEL 3A, 3B, 3C, 3D, 3E, 3F
OF 69-78627
```

Exhibit A

A PARCEL OF LAND, COMPRISED OF THAT PART OF LOTS 5 AND 6 LYING WEST OF THE WESTERLY LINE OF THE PROPERTY CONVEYED TO DENTER OSTERGREN BY QUIT CLAIM DEED DATED OCTOBER 5, 1972 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON OCTOBER 5, 1972 AS DOCUMENT 22075738, TOGETHER WITH THAT PART OF LOTS 7 TO 11 LYING WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, AND AGO OF LCTS 12 TO 14, EXCEPT THAT PART OF SAID LCTS 13 AND 14 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 14, AND RUSSING THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 14 A DISTANCE OF 100.00 FEET: THENCE SOUTHWARDLY ALONG A LINE PERPENDICULAR TO SAID NORTHERLY LINE OF LOT 14 A DISTANCE OF 100 FEET; THENCE EASTWARDLY ALONG A LINE PARALLEL WITH SAID NORTHERLY LINE OF LOT 14 A DISTANCE OF 120.37 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID LOT 13: AND THENCE NORTHWESTWARDLY ALONG THE NORTHEASTERLY LINE OF SAID

LOTS 13 AND 14 A DISTANCE OF 102.05 FEET TO THE POINT OF BEGINNING ALL IN BLOCK 1 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 3 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, I'LLINOIS Clart's Office

TAX NO. 14-32-404-008 14-32-404-009 14-32-404-024

14-32-404-026

1640 NORTH KINGSBURY PARCEL 5 OF 69-78-627

17:2H090

THE EAST 150 FEET OF THE WEST 340 FEET OF THE SOUTH 150 FEET OF THE NORTH 200 FEET OF THE NORTH EAST 1/4 OF THE NORTH WEST, 1/5 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN - COOK COUNTY, ILLINOIS

ALSO

PARCEL B:

ALL THAT PART OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT IN THE SOUTH LINE OF NORTH AVENUE WHICH POINT IS 150 FEET FROM THE INTERSECTION OF SAID SOUTH LINE OF NORTH AVENUE WITH THE WEST LINE OF SAID NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 3, RUNNING THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 3, 150 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF NORTH AVENUE 51.8 FEET; THENCE NORTHWESTERLY 163.69 FEET OF A POINT IN THE SAID SOUTH LINE OF NORTH AVENUE WHICH IS 117.33 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST ON AND ALONG THE SAID SOUTH LINE OF NORTH AVENUE 117.33 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

ALSO'

PARCEL C:

THAT PART OF THE NORTH EAST 174 OF THE NORTH WEST 174 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 300 FEET DISTANT EAST OF THE WEST LINE OF THE AFORESAID NORTH EAST 174 OF THE NORTH WEST 174 OF SECTION 3 AND 150 FEET DISTANT SOUTH OF THE SOUTH LINE OF WEST NORTH AVENUE; THENCE SOUTHERLY AND PARALLEL TO THE WEST LINE OF SAID NORTH EAST 174 OF THE NORTH WEST 174 OF SECTION 3 ALONG THE EASTERLY LINE OF THE CHICAGO AND NWRN RAILWAY COMPANY'S RIGHTS OF WAY LINE A DISTANCE OF 400.00 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE AFORESAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 58.00 FEET TO A POINT 83.0 FEET WEST AT RIGHT ANGLES TO THE LINE 300 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTH EAST 174 OF THE NORTH WEST 174 OF SAID SECTION 3 AND 347.10 FEET SOUTH OF THE POINT OF BEGINNING, THENCE IN A NORTHWESTERLY DIRECTION, A DISTANCE

OF 388.92 FEET TO A POINT 39.33 FEET EAST OF THE WEST LINE OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SAID SECTION 3 AND 150.0 FEET DISTANT SOUTH OF THE SOUTH LINE OF WEST NORTH AVENUE; THENCE IN A NORTHWESTELLY DIRECTION A DISTANCE OF 155.35 FEET TO A POINT IN THE WEST LINE OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SAID SECTION 3, BEING THE SOUTH LINE OF WEST NORTH AVENUE; THENCE EASTERLY ON AND ALONG THE SOUTH LINE OF WEST NORTH AVENUE A DISTANCE OF 32.67 FEET; THENCE SOUTHEASTERLY A DISTANCE OF 163.69 FEET TO A POINT WHICH IS 201.67 FEET WEST OF THE POINT OF BEGINNING AND 150.00 FEET SOUTH OF THE SOUTH LINE OF WEST NORTH AVENUE; THENCE EASTERLY PARALLEL TO THE SOUTH LINE OF WEST NORTH AVENUE A DISTANCE OF 201.67 FEET TO THE POINT OF BEGINNING LOCATED IN THE CITY OF CHICAGO (EXCEPTING THEREFROM HOWEVER THE EASTERLY 15 FEET THEREOF) ALL IN COOK COUNTY, ILLINOIS.

TAX NO. 16-03-105-012 16-03-105-023 4545 WEST NORTH AVENUE PARCELS 6A, 6B, 6C OF 69-78-627 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH AND EAST OF THE NORTH BRAIGH OF THE CHICAGO RIVER, ALSO LOTE 1, 4, 6, 7, 9 AND 11 IN THE ASSESSOR'S DIVISION OF THAT PART/OF THE SOUTH FESO 1/4 OF SECTION 30 AFORESAID, LYING BETWEEN RAILROAD AND RIVER IN COOK COUNTY, ILLINOIS, ACCORDING TO THE MAP RECORDED JANUARY 29, 1873 IN BOOK 3 OF PLATS PAGE 91 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH EAST CORNER OF SAID LOT 7 WHERE IT ABUTS THE LAND AND RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 7, 817 74/100 FEET TO CENTER OF HIGHWAY; THENCE NORTHWESTERLY ALONG THE CENTER OF SAID HIGHWAY, 132 FEET; THENCE SOUTHWESTERLY NEARLY PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 7, 829 62/100 FEET TO LANDS OF SAID RAILROAD COMPANY, BEING A POINT 132 08/100 FEET FROM THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 7 132 08/100 FEET TO THE POINT OF BEGINNING (EXCEPT HOWEVER (1) THAT PART CONDEMNED FOR RAILROAD PURPOSES IN CASE 206259, ENTITLED

CHICAGO AND NORTHWESTERN RAILWAY COMPANY AGAINST VIRGIL M. BRAND, AND OTHERS IN APE SUPERIOR COURT OF COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF LOT 7 WITH THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; AND RUNNING THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF SAID RIGHT OF WAY, 132 08/100 FEET TO THE SOUTHEASTERLY LINE OF THE LAND OWNED BY CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE NORTHEASTERLY ON A LINE PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 7, 63 50/100 FEET; THENCE SOUTHERLY ON A CURVED LINE CONVEX TO THE WEST AND HAVING RADIUS OF 130 FEET, A DISTANCE OF 100 40/100 FEET; AND THENCE ON A STRAIGHT LINE TANGENT TO SAID CURVE, 48 FEET MORE OR LESS TO THE POINT OF BEGINNING (2) THAT PART OF SAID LOT 7 CONVEYED BY CHICAGO TELEPHONE COMPANY TO HERMAN H. HETTLER BY DEED DATED FEBRUARY 27, 1914 AND RECORDED MARCH 16, 1918 AS DOCUMENT 6288135 AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHLASTERLY LINE OF SAID LOT 7 WITH THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 7, 61 19/100 FEET; THENCE WESTERLY AT AN ANGLE OF 54 DEGREES 36 MINUTES WITH THE SOUTHEASTERLY LINE OF SAID LOT 7, 88 FEET MORE OR LESS TO THE SOUTHWESTERLY LINE OF THE PROPERTY CONVEYED TO CHICAGO TELEPHONE COMPANY BY DEED FROM VIRGIL PRAND, DATED JUNE 30, 1905 A. D. AND RECORDED JULY 1, 1905 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS IN BOOK 9085 OF RECORDS, PAGE 249 AS DOUMENT 3718660; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF THE PROPERTY SO CONVEYED TO CHICAGO TELEPHONE COMPANY BY VIRGIL BRAND FY THE DEED AFORESAID, TO THE POINT OF BEGINNING (ALSO EXCEPTING THE NORTHEASTERLY 33 FEET THEREOF TAKEN FOR ELSTON AVENUE) IN COOK COUNTY, ILLINOIS

TAX NO. 14-30-310-015 14-30-310-016 2606 NORTH ELSTON PARCEL 4 OF 69-78 627 UNOFFICIAL COPY 6

#### EXHIBIT B

People of the State of Illinois. v. General Iron Industries, Inc., Circuit Court of Cook County, County Department, Chancery Division, Case Nos. 85 CH 00974 and 85 CH 00975

The City of Chicago v. Ability Products Co., Circuit Court of Cook County, Municipal Department, Case Nos. 84 M1-405591 and 84 M1-407661

Dropperty Or Cook County Clark's Office The Metropolitan Sanitary District of Greater Chicago v. General Iron Industries, Violation No. 84-204, conciliation

90608ELS

DEPT-01 RECORDING TRAN 8516 95/26/87 11:54:00

#126 # A \*-B7-28090

COOK COUNTY RECORDER

### **UNOFFICIAL COPY**

Property of Cook County Clark's Office

**.** 

STREET, STATES