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P#-568 138

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#### WAIVER AND CONSENT BY REAL PROPERTY OWNER(S)

("Waiver and Consent")

( waiver and Co	msent )		
THIS WAIVER AND CONSENT is made and entered into t	etween FOOTHILL C	APITAL CORPORATION	
(hereinafter referred to as "Secured Party"); and TRANSCOL	N LINES, a Califor	nia corporation	
(hereinafter referred to as "Owner"), whether one or more, and affects that real property in Chicago			
County of Cook State of California, described as:			
See Exhibit "A" attached hereto and made a part hereof by this reference			
and commonly known as 4711 South Lawndale Avenue		Lyons	
Tillinois 60534 (%) einafter referred to as "the Premises").			
This Waiver and Consent is r.xr.cuted to induce Secured Party to enter into or refrain from terminating a Security			
Agreement dated 2/29/88, and other Agreemen	ts dated <u>2/29/88</u>	(hereinafter referred	
to jointly as "Agreements") with	· · · · · · · · · · · · · · · · · · ·		
(hereinafter referred to as "Debtor"), which Agreements, among for the purpose of securing payment of the purpose of the performance of all duties now or hereafter owing by Debtor to Waiver and Consent does not amend any of the terms of the Aparticulars.	e "Goods" referred to below, o Secured Party, of every k	and/or all obligations and dind and description. This	
By the Agreements, Secured Party shall sell or leas, or has credit or monies against the security of merchandise, equipment together with all additions, substitutions, replacements, improve "Goods") to Debtor, which Goods are or are to be located or a thereon.	t, furniture, furnishings, fixto ements and repairs to same	res, machinery and tools, (hereinafter referred to as remises or improvements	
Secured Party and Owner agree that:		State of restrate and the	
<ol> <li>The Goods shall be and remain personal property not Premises, their adaptability to the uses and purposes for which making the annexation.</li> </ol>		i their annexenun to the	
2. Any rights which Owner may claim to have in and to the subordinate to the rights of Secured Party therein.	e Goods, no malter how ari	sing, shall be second and	
3. Owner consents to the installation of the Goods on the Premises, agrees that Secured Party may do to and with the Goods any or all of the acts below enumerated, and grants Secured Party a license to enter into possession of the Premises to do any or all of the following to said Goods: assemble, have appraised, uisplay, operate, sever, remove, maintain, prepare for sale or lease, repair, lease, transfer and/or sell (at public auction(s) or private sale(s)), the Goods, or any part thereof.			
4. The Waivers and Consents herein granted shall continue purchase price of the Goods and/or all obligations and expenses fees) have been paid and all covenants and conditions as more stully performed.	s (including, without limit <mark>at</mark> i	ion, raasonable attorneys' he Agreen ants have been	
5. Secured Party shall have the right and license to occupy to	the Premises for the purpose	90 문문 68 8년기 요 es described in Paragraph	
4. above, for a period of up to ninety (90) days (at Secured Party in possession of the Premises, or abandonment of the Party shall pay Owner, periodically, a daily license fee equivale rental provided for in the lease agreement between owner and be with the written consent of Owner and at the same rate. A removal of the Goods shall be repaired by Secured Party at its	remises by Debtor, whicher int to one-thirtieth (1/30th) Debtor. Any extensions of the All structural damage to the	ver occurs later. Secured (2) of the minimum monthly (2)	
6. This Waiver and Consent shall be interpreted under the benefit of and be binding upon the successors, heirs and assign			
Dated: March 2 5 , 19 88	Dated: March 2	<u>, 1988</u>	
FOOTHILL CAPITAL)CORPORATION	TRANSCON LINES		
By Levige Linds	By John W. Hollings	300 E	
Title:	Title: VP	1 4 4	
Address: 11111 Santa Monica Blvd., #1500	Address 700 S. Easte	wner") ————————————————————————————————————	
Los Angeles, CA 90025-3333	Los Angeles,		

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Property of Cook County Clerk's Office

Section 1997

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#### EXHIBIT "A"

The property commonly known as 4711 South Lawndale Avenue, City of Lyons, County of Cook, State of Illinois is more fully described as follows:

#### PARCEL 1:

That part of Lot 1 in Owner's Subdivision of that part of the East half of the North East Quarter of Section 11, Township 38 North, Range 12 East of the Third Principal Meridian, lying North Westerly of Joliet Road, in Cook County, Illinois, according to the Plat recorded in the Recorder's Office of Cook County, Dinois, as document 8726722, described as follows: Commencing at a point at the intersection of the Westerly line of Joliet Avenue and the South line of 47th Street; thence West along the South line of 47th Street, 801.22 feet for a point of beginning; thence South 310 feet to a point on a line which if extended East would, at a distance of 706.94 feet, intersect the Westerly line of foliet Avenue; thence East along last described line, 274 feet to a point; thence Scuth along a line parallel with the West line of Lot 1, 325.03 feet to a line drawn parallel with the North line of Section 11, Township 38 North, Range 12, Fast of the Third Principal Meridian from a point on the West line of Lot 1, (5) feet North of the South line of said Lot 1; thence West along last describes line 709.33 feet to a point on the West line of said Lot 1; thence North along ine West line of Lot 1, 215.68 feet to a point 417. 75 feet South of the South line of 47th Street; thence East along . a line parallel with 47th Street, 217.05 est to a point; thence North along a line parallel to the West line of Lot 1, 287.75 feet to a point on a line drawn parallel with and 130 feet South of the South Are of 47th Street; thence East along the last described line 200 feet to:a point on a line drawn parallel with and 417.05 feet East of the West line of Lot 1, thence North along last described line 130 feet to a point on the South line of (7th Street; thence East along the South line of 47th Street, 24 feet to the polot of beginning, in Cook County, Illinois. 18-11-201-019.

#### PARCEL 2:

That part of Lot 1 in Owner's Subdivision of that part of the East half of the North East Quarter of Section 11. Township 38 North, Range 12. Nast of the Third Principal Meridian lying North Westerly of the Joliet Road, according to the plat recorded in the Recorder's Office of Cook Councy, Illinois, as Document 6726722, described as follows:

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Commencing at a point 50 feet South of the North line of Section 11, Township 38 North, Range 12 East of the Third Principal Meridian on the West boundary line of Lot 1 thereof; thence South along the West line of Lot 1, 217.75 feet for a point of beginning; thence East along a line parallel to the South line of 47th Street, 217.05 feet; thence South along a line parallel to the West line of Lot 1, 200 feet; thence West along a line parallel to the South line of 47th Street, 217.05 feet to a point on the West line of Lot 1; thence North along the West line of Lot 1, 200 feet to the point of beginning, in Cook County, Illinois.

#### PARCEL 3:

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A perpectal easement for the benefit of Parcels 1 and 2 above reserved in Deed date 1 March 19, 1957 from Bluebird System, Incorporated, a Delaware corporation, as Grantor to Edward D. Kendrickson, as Grantee, entered in Volume 138313 on Page 100, as Document 1728618 in the Registrar's Office of the County of Cook, State of Illinois, for the benefit of said Grantor, its successors and assigns, its employees, agents, guests, licensees, invitees, or other persons having business with it, for roadway purposes for ingress to and egress from all other portion of Lot 1, upon, along and over the following Parcel of land:

That part of Lot 1 in Owners Subdivision of that part of the East half of the North East Quarter of Section 11. Township 38 North, Range 12, East of the Third Principal Meridian lying North Westerly of the Joliet Road, according to the plat recorded in the kerorder's Office of Cook County, Illinois, as document 6726722, described as follows: Starting at the intersection of the Westerly line of Joliet Avenue and the South line of 47th Street, thence West along the South line 47th Street, 771, 22 feet for a point of beginning; thence South 310 feet to a point on a line which if extended East would, at a distance of 682.94 feet intersect the Westerly line of Joliet Avenue; thence West along said last described line 24 feet; to since North 310 feet to a point on the South line of 47th Street, which latter point is 24 feet West of the point of beginning; thence East along the South line of 47th Street, 24 feet to the described place of beginning in Cook County. Princis.

#### PARCEL 4:

That part of Lot 1 in Owners Subdivision of that part of the East half of the North East Quarter of Section 11, Township 38 North, Range 12, East of the Third Principal Meridian, lying North Westerly of Joliet Road, said part of Lot 1 being more particularly described as follows:

Beginning on the West line of said Lot 1 at a point which is 250 feet North from the South West corner of said Lot and running thence East along a line parallel with the North line of said Section 11, said parallel line being identical with the North line of the South 250 feet of said Lot 1, a distance of 784 feet to its intersections with the East line of the West 817 feet of said East half of the North East Quarter, thence South along said East line of the West 817 feet being also parallel with the West line of said Lot 1, a distance of 90 feet, thence West along a line which is parallel with the North line of said Section, a distance of 784 feet to the West line of said Lot 1 and thence North along said West line of Lot 1 a distance of 90 feet to the place of beginning, in Cook County, Illinois.

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#### PARCEL 5:

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A parcel of land described as the East 50 feet of the West 784 feet of that part of said Lot 1 which lies South of a line 160 feet (as measured on the West line of said Lot 1) North from and parallel with the South line and an Eastward extension of the South Line of said Lot 1 in Owners Subdivision he Rank y of Jo.

Of Collins Clarks Office of that port of the East half of the North East Quarter of Section 11, Township 38 North, Range 12, East of the Third Principal Meridian, lying North Westerly of Joliet Road, all in Cook County, Illinois.

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STATE OF CALIFORNIA	
COUNTY OF LOS ANGELES	. <b>85.</b>
On March 25, 1988  Notary Public in and for said State  SCOTT R. DIEHL-and	e, personally appeared
personally known to me (or proved factory evidence) to be the person instrument as	as who executed the within
the corporation therein named, and acknowledged to me that such	***************************************
corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.	LOS ANGELES COUNTY
Signature A. Mala- 12/22	My Comm. Exp. Fab. 15, 1992
4	(This area for official notarial seal)
	0,
STATE OF CALIFORNIA )	55.
COUNTY OF LOS ANGELES	C
On March 25, 1988 Notary Public in and for said Stat  This Holling Sworth and	, before, the undersigned, a e, personally appeared
personally known to me (or proved	· <del></del>
factory evidence) to be the person instrument as $V/C$	s who executed the vitain
factory evidence) to be the person instrument as Vice Secretary, on behalf of TRANSCO the corporation therein named, and acknowledged to me that such	S who executed the within President and Confront for the property of the prope
factory evidence) to be the person instrument as V/C Secretary, on behalf of TRANSCO the corporation therein named, and	s who executed the vitain  President and Controlk-18375

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