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AMENDMENT NO. 1

DEPT-01 RECORDING

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#677 : A \*-90-425748

COOK COUNTY RECORDER

90425748

Dated as of August 28, 1990

THIS AMENDMENT NO. 1 ("Amendment") made this 28th day of August, 1990 is entered into by and between Bottle Werks, Inc., an Illinois corporation (the "Company"), and The First National Bank of Chicago (the "Lender").

### W I T N E S S E T H:

WHEREAS, the Company and Lender have entered into a Credit Agreement, dated as of August 23, 1990 ("Credit Agreement");

WHEREAS, the obligations under the Credit Agreement, among other things, are secured by, among other things, a Subordination, Attachment, Collateral Assignment of Lease and Leasehold Mortgage dated August 23, 1990, executed by the Company in favor of the Lender (the "Leasehold Mortgage"), which Leasehold Mortgage encumbers the leasehold interest of the Company in certain real property described on Exhibit A attached hereto and made a part hereof;

WHEREAS, the Company and Lender desire to make certain changes to the terms and provisions of the Credit Agreement;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the Company and Lender have agreed to amend the Credit Agreement as hereinafter set forth:

1. Definitions. Terms defined in the Credit Agreement which are used herein shall have the same meaning set forth in the Credit Agreement unless otherwise specified in this Amendment.

2. Amendments to Credit Agreement. The Credit Agreement is, effective as of the date hereof unless otherwise specified in this Section 2 and subject to the satisfaction of the conditions precedent set forth in Section 3 hereof, hereby amended as follows:

2.1. Definition of Fixed Rate. The following definition shall be added after the definition of "First Chicago" and before the definition of "Floating Revolving Loan Rate":

"Fixed Rate" means ten and six tenths percent (10.6%) per annum.

2.2. Delete definition of Floating Term Loan Rate. The definition "Floating Term Loan Rate" shall be deleted in its entirety.

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2.3. Amend Interest Rate on Term Loan. The words "Floating Term Loan Rate" in Section 2.4(a) shall be deleted and the words "Fixed Rate" shall be substituted therefor.

2.4. Funding Indemnification. The following shall be added as Section 3.3 immediately following Section 3.2 of the Credit Agreement:

3.3. Funding Indemnification. If any payment of principal of the Term Loan is made on a date which is not at scheduled maturity, whether because of acceleration, prepayment, whether voluntary or mandatory or otherwise, the Company will upon demand by the Lender pay any amounts required to compensate the Lender for any additional losses, costs or expenses which it may reasonably incur as a result of such payment, including, without limitation, any loss (including loss of anticipated profits), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by the Lender to fund or maintain such Term Loan at the Fixed Rate. The Lender shall notify the Company of any amounts due from the Company pursuant to this Section 3.3 within ninety (90) days of the date on which the loss, cost or expense is incurred by the Lender.

3. Condition to Effectiveness. This Amendment shall become effective as of the date first written above only when Lender has received all of the following documents:

(a) eight (8) copies of this Amendment executed by the Company and delivered to the Lender; and

(b) eight (8) executed copies a Reaffirmation of Guaranty, substantially in the forms attached hereto as Exhibit B and Exhibit C, executed by Amethyst Investment Group, Inc. and Dobson Leasing Co., respectively, and delivered to the Lender.

4. Representations and Warranties of the Company. The Company represents and warrants as follows:

(a) This Amendment and the Credit Agreement as previously executed and as amended hereby, constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms.

(b) Upon the effectiveness of this Amendment, the Company hereby reaffirms and remakes all covenants, and, in all material respects, all representations and warranties made by the Company in the Credit Agreement, as amended by this Amendment.

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## 5. Reference to the Effect on the Credit Agreement.

(a) Upon the effectiveness of Section 2 hereof, on and after the date hereof, each reference in the Credit Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import shall mean and be, and references to the Agreement in any other document, instrument or agreement executed and/or delivered in connection with the Agreement shall mean and be, a reference to the Credit Agreement as amended hereby.

(b) Except as specifically amended above, the Credit Agreement, and all other documents, instruments and agreements executed and/or delivered in connection therewith, including without limitation the Leasehold Mortgage, shall remain in full force and effect, and are hereby ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Lender, nor constitute a waiver of any provisions of the Credit Agreement, or any other documents, instruments and agreements executed and/or delivered in connection therewith.

7. Governing Law. This Amendment shall be governed by and construed as to validity, interpretation, enforcement and effect in accordance with the internal laws and not the conflict of law provisions of the State of Illinois.

8. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the date first above written.

**BOTTLE WERKS, INC.**

By: *G. Co*  
Title: *President*

**THE FIRST NATIONAL BANK OF  
CHICAGO**

By: *Robert J. Maganuco*  
Title: *Vice President*

THIS INSTRUMENT WAS DRAFTED BY AND WHEN RECORDED SHOULD BE RETURNED TO:

Sidley & Austin  
One First National Plaza  
Chicago, Illinois 60603  
Attention: Robert J. Maganuco

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PROVISION TO STATE  
NO. 99 STABD

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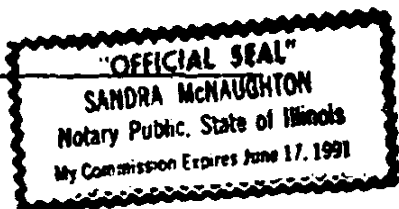
STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK    )

I, SANDRA McNAUGHTON, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LUIGI J. HENRY, personally known to me to be the Vice President of The First National Bank of Chicago, a national banking association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President(s) he signed and delivered the said instrument, pursuant to authority given by the Board of said association as his free and voluntary act and as the free and voluntary act of said association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24th day of AUGUST, 1990.

Sandra McNaughton  
Notary Public

My Commission Expires:



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STATE OF ILLINOIS

22

COUNTY OF COOK

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BY

JAMES J. MADRAC  
CLERK OF COOK COUNTY  
JAN 11 1900

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## EXHIBIT A

### PROPERTY DESCRIPTION

#### PARCEL 1:

THAT PART OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF THE SOUTH LINE OF EAST 95TH STREET, WITH THE EAST LINE OF COTTAGE GROVE AVENUE (AS SAID AVENUE IS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 29, 1907 IN BOOK 95 OF PLATS, PAGE 39) RUNNING THENCE SOUTHWESTERLY ALONG THE EAST LINE OF SAID COTTAGE GROVE AVENUE 213.26 FEET, THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF EAST 95TH STREET, A DISTANCE OF 320.36 FEET TO THE EAST LINE OF A RAILROAD RIGHT OF WAY; THENCE SOUTHWESTERLY ALONG THE EAST LINE OF SAID RIGHT OF WAY WHICH IS PARALLEL WITH THE AFORESAID EAST LINE OF COTTAGE GROVE 711.53 FEET TO AN INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTH WEST; THENCE SOUTHEASTERLY ALONG SAID CURVED LINE WITH A RADIUS OF 278.94 FEET, A DISTANCE OF 338.43 FEET TO AN INTERSECTION WITH A LINE PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET AND 1200 FEET SOUTHWESTERLY OF THE INTERSECTION OF THE SOUTH LINE OF EAST 95TH STREET WITH THE EAST LINE OF COTTAGE GROVE AVENUE, SAID 1200 FEET BEING MEASURED ON THE EAST LINE OF COTTAGE GROVE AVENUE AND SAID POINT OF INTERSECTION OF SAID CURVED LINE BEING 539.82 FEET EAST OF THE EAST LINE OF COTTAGE GROVE AVENUE; THENCE EAST ALONG SAID LINE 10.18 FEET; THENCE NORTHWESTERLY 127.42 FEET TO A POINT OF INTERSECTION OF A LINE 1100 FEET SOUTH OF THE SOUTH LINE OF EAST 95TH STREET AS MEASURED ON A LINE 450 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF COTTAGE GROVE AVENUE, SAID 450 FEET BEING MEASURED ON THE SOUTH LINE OF EAST 95TH STREET, AND ON A LINE PARALLEL THERETO; THENCE NORTHEASTERLY ALONG SAID LINE WHICH IS 450 FEET EAST OF AND PARALLEL TO THE EAST LINE OF COTTAGE GROVE AVENUE FOR A DISTANCE OF 1100 FEET TO THE SOUTH LINE OF EAST 95TH STREET; THENCE WEST ALONG SAID LINE 450 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THAT PART OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EASTERLY LINE OF COTTAGE GROVE AVENUE AS NOW LAID OUT WHICH IS 213.26 FEET SOUTHERLY FROM ITS INTERSECTION WITH THE SOUTH LINE OF EAST 95TH STREET (AS MEASURED ALONG THE EASTERLY LINE OF COTTAGE GROVE AVENUE); THENCE CONTINUING SOUTHWESTERLY ALONG THE EASTERLY LINE OF COTTAGE GROVE AVENUE 101.82 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET, 300 FEET; THENCE NORTHEASTERLY PARALLEL WITH THE EASTERLY LINE OF COTTAGE GROVE AVENUE 101.82 FEET, THENCE WEST 300 FEET TO THE POINT OF BEGINNING, TOGETHER WITH A TRIANGULAR PARCEL OF LAND SOUTH OF AND ADJOINING THE ABOVE DESCRIBED PREMISES, DESCRIBED BY BEGINNING AT A POINT 288 FEET EAST OF THE SOUTH WEST CORNER THEREOF, THENCE EAST 12 FEET TO THE SOUTH EAST CORNER OF SAID TRACT, THENCE SOUTHWESTERLY ON A CONTINUATION OF THE EASTERLY LINE THEREOF 90 FEET, THENCE NORTHERLY 88.53 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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COOK COUNTY CLERK'S OFFICE  
100 N. LAKE ST. CHICAGO, IL 60601  
TEL: (312) 603-1000 FAX: (312) 603-1001  
WWW.COOKCOUNTYCLERK.COM

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## PARCEL 3:

THAT PART OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EASTERLY LINE OF COTTAGE GROVE AVENUE (AS SAID AVENUE IS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 29, 1907 IN BOOK 95 OF PLATS, PAGE 39) WHICH IS 315.08 FEET SOUTHERLY FROM ITS INTERSECTION WITH THE SOUTH LINE OF EAST 95TH STREET (AS MEASURED ALONG THE EASTERLY LINE OF COTTAGE GROVE AVENUE); THENCE CONTINUING SOUTHWESTERLY ALONG THE EASTERLY LINE OF COTTAGE GROVE AVENUE 101.82 FEET, THENCE EAST PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET 300 FEET, THENCE NORTHEASTERLY PARALLEL WITH THE EASTERLY LINE OF COTTAGE GROVE AVENUE 11.82 FEET, THENCE NORTHEASTERLY 88.53 FEET TO A POINT ON A LINE PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET DRAWN THROUGH THE POINT OF BEGINNING, THENCE WEST ALONG SAID LINE 288 FEET TO THE POINT OF BEGINNING, TOGETHER WITH A TRIANGULAR PARCEL OF LAND SOUTH OF AND ADJOINING THE ABOVE DESCRIBED PREMISES DESCRIBED BY BEGINNING AT A POINT 288 FEET EAST OF THE SOUTH WEST CORNER THEREOF, THENCE EAST 12 FEET TO THE SOUTH EAST CORNER OF SAID TRACT, THENCE SOUTHWESTERLY ON A CONTINUATION OF THE EASTERLY LINE THEREOF, 90 FEET; THENCE NORTHERLY 88.53 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 4:

A PARCEL OF LAND IN THE NORTH WEST 1/4 OF SAID SECTION 11, BEING THAT PART OF THE SOUTHERLY 293.64 FEET OF THE NORTHERLY 506.90 FEET LYING SOUTH OF THE SOUTH LINE OF EAST 95TH STREET OF A 20 FOOT STRIP OF LAND EAST OF AND ADJOINING A LINE 300 FEET (MEASURED ALONG A LINE PARALLEL TO THE SOUTH LINE OF 95TH STREET) EAST OF THE EAST LINE OF COTTAGE GROVE AVENUE, AS DEDICATED BY PLAT RECORDED MAY 29, 1907 IN BOOK 95 OF PLATS, PAGE 39, SAID NORTHERLY AND SOUTHERLY MEASUREMENTS BEING MADE ON THE LINE PARALLEL WITH AND 300 FEET EAST OF THE EAST LINE OF COTTAGE GROVE AVENUE, AND SAID 20 FEET WIDTH OF SAID STRIP BEING MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID STRIP, ALL IN TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 5:

THAT PART OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHERLY LINE OF 95TH STREET, 450 FEET (MEASURED ALONG SAID SOUTHERLY LINE OF 95TH STREET) EASTERLY OF THE INTERSECTION OF THE EASTERLY LINE OF COTTAGE GROVE AVENUE (AS SAID AVENUE IS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 29, 1907 IN BOOK 95 OF PLATS, PAGE 39) WITH SAID SOUTHERLY LINE OF 95TH STREET; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF 95TH STREET, 50 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH COTTAGE GROVE AVENUE 800 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH THE SOUTHERLY LINE OF 95TH STREET 200 FEET; THENCE SOUTHERLY ALONG A

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THE BOARD OF SUPERVISORS OF COOK COUNTY  
DO HEREBY RESOLVE THAT THE FOLLOWING  
RESOLUTION BE PASSED:  
RESOLUTION NO. 12345  
PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS  
ON THIS 12TH DAY OF DECEMBER, 2018.  
AT CHICAGO, ILLINOIS.

18 120985

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LINE PARALLEL WITH COTTAGE GROVE AVENUE 400 FEET; THENCE WESTERLY ALONG A LINE PARALLEL WITH THE SOUTHERLY LINE OF 95TH STREET, 150 FEET, THENCE NORTHWESTERLY ON A LINE MAKING AN ANGLE OF 129 DEGREES 53 MINUTES MEASURED FROM EAST TO WEST WITH THE LAST DESCRIBED COURSE: APPROXIMATELY 127.42 FEET TO THE POINT 1100 FEET SOUTH OF THE SOUTH SIDE OF 95TH STREET (MEASURED ON A LINE PARALLEL TO THE EAST SIDE OF COTTAGE GROVE AVENUE) AND 450 FEET EAST OF SAID LINE OF COTTAGE GROVE AVENUE (AS MEASURED ALONG A LINE PARALLEL TO THE EAST SIDE OF COTTAGE GROVE AVENUE), THENCE NORTHEASTERLY ON SAID PARALLEL LINE 1100 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 6:

THAT PART OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE 1100 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET AND 275 FEET EAST OF THE EAST LINE OF COTTAGE GROVE AVENUE (SAID 1100 FEET BEING MEASURED ALONG A LINE PARALLEL WITH THE EAST LINE OF COTTAGE GROVE AVENUE AS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 29, 1907 IN BOOK 95 OF PLATS, PAGE 39) THENCE EAST ON SAID LINE 105.33 FEET TO AN INTERSECTION WITH THE CURVED LINE CONVEX TO THE SOUTH WEST WITH A RADIUS OF 296.94 FEET, WHICH IS DESCRIBED IN THE WARRANTY DEED FROM CLEARING INDUSTRIAL DISTRICT, INC., TO GUARDITE CORPORATION, DATED OCTOBER 20, 1949 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 14658448, THENCE SOUTHEASTERLY ALONG SAID CURVED LINE A DISTANCE OF 23.80 FEET TO AN INTERSECTION WITH A LINE 1120 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET, SAID 1120 FEET BEING MEASURED ALONG A LINE PARALLEL WITH THE EAST LINE OF COTTAGE GROVE AVENUE, THENCE WEST ALONG SAID INTERSECTING LINE TO A POINT 275 FEET EAST OF THE EAST LINE OF COTTAGE GROVE AVENUE AND THENCE NORTHERLY 20 FEET TO THE POINT OF BEGINNING, ALL OF PARCEL C DESCRIBED IN AND CONVEYED BY SAID DEED RECORDED AS DOCUMENT 14658448, EXCEPT PART OF SAID PARCEL C WHICH IS CONVEYED BY GUARDITE CORPORATE TO UNITED SPECIALTIES COMPANY BY WARRANTY DEED AND AGREEMENT DATED JULY 18, 1951 AND RECORDED IN SAID RECORDER'S OFFICE AS DOCUMENT 15111366, ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 7:

THAT PART OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF A LINE PARALLEL WITH AND 1100 FEET SOUTH (MEASURED ALONG THE EAST LINE OF COTTAGE GROVE AVENUE AS SAID AVENUE IS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 29, 1907 IN BOOK 95 OF PLATS, PAGE 39) OF THE SOUTH LINE OF EAST 95TH STREET WITH THE SAID EAST LINE OF COTTAGE GROVE AVENUE; RUNNING THENCE SOUTHWESTERLY ALONG THE EAST LINE OF SAID COTTAGE GROVE AVENUE 20 FEET, THENCE EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET, 275 FEET; THENCE NORTHEASTERLY ON A LINE PARALLEL WITH THE EAST LINE OF COTTAGE GROVE AVENUE 20 FEET AND THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET 275 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 8:

THAT PART OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTH LINE OF 95TH STREET 700 FEET EAST OF THE EASTERLY LINE OF COTTAGE GROVE AVENUE; THENCE SOUTHWESTERLY ON A LINE PARALLEL WITH COTTAGE GROVE AVENUE A DISTANCE OF 590.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHWESTERLY ON SAID LINE PARALLEL WITH COTTAGE GROVE AVENUE A DISTANCE OF 609.45 FEET; THENCE EAST ON A LINE PARALLEL WITH 95TH STREET A DISTANCE OF 630 FEET, MORE OR LESS, TO A POINT ON A LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 11; THENCE NORTH ON SAID PARALLEL LINE A DISTANCE OF 1178.55 FEET, MORE OR LESS, TO A POINT IN THE SOUTH LINE OF 95TH STREET, SAID POINT 1100 FEET EAST OF THE EASTERLY LINE OF COTTAGE GROVE AVENUE; THENCE WEST ON THE SOUTH LINE OF 95TH STREET A DISTANCE OF 50 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 11 A DISTANCE OF 580 FEET, MORE OR LESS, TO A POINT ON A LINE PARALLEL WITH 95TH STREET; THENCE WEST ON SAID PARALLEL LINE A DISTANCE OF 463.19 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART LYING EAST OF A 20 FOOT STRIP OF LAND IN THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, 10 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT A POINT ON THE SOUTH LINE OF 95TH STREET, 700 FEET EAST OF THE EASTERLY LINE OF COTTAGE GROVE AVENUE; THENCE SOUTHWESTERLY ON A LINE PARALLEL WITH COTTAGE GROVE AVENUE A DISTANCE OF 590.55 FEET TO A POINT WHICH IS 580 FEET SOUTH OF THE SOUTH LINE OF 95TH STREET; THENCE EAST ON A LINE 580 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF 95TH STREET A DISTANCE OF 128.62 FEET TO THE POINT OF BEGINNING AND THE CENTER LINE OF AN EXISTING RAILROAD S&W TRACK; THENCE SOUTHEASTERLY ON A STRAIGHT LINE FORMING AN ANGLE OF 80 DEGREES 48 MINUTES (IN THE SECOND QUADRANT) WITH THE LAST DESCRIBED LINE A DISTANCE OF 44 FEET TO A POINT OF CURVE; THENCE CONTINUING SOUTHEASTERLY ON A CURVED LINE CONVEX TO THE SOUTH WEST AND HAVING A RADIUS OF 4452.51 FEET AN ARC DISTANCE OF 259 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING SOUTHEASTERLY ON A CURVED LINE CONVEX TO THE SOUTH WEST AND HAVING A RADIUS OF 347.13 FEET AN ARC DISTANCE OF 382.09 FEET TO THE POINT OF TERMINATION; SAID POINT INTERSECTING A LINE 1178.55 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET, BEING 169.40 FEET WEST OF THE SOUTH WEST CORNER OF COTTAGE GROVE HEIGHTS ADDITION, BEING A SUBDIVISION OF PART OF THE NORTH 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT 9059581 ON OCTOBER 8, 1925, IN COOK COUNTY, ILLINOIS.

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## PARCEL 9:

THAT PART OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON A LINE 1200 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET; AND 500.18 FEET EAST OF THE EAST LINE OF COTTAGE GROVE AVENUE (SAID 1200 FEET BEING MEASURED ALONG A LINE PARALLEL WITH THE EAST LINE OF COTTAGE GROVE AVENUE AND FROM THE POINT OF INTERSECTION OF THE SOUTH LINE OF EAST 95TH STREET WITH THE EAST LINE OF COTTAGE GROVE AVENUE AS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 29, 1907 IN BOOK 95 OF PLATS, PAGE 39); THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTH WEST AND HAVING A RADIUS OF 296.94 FEET A DISTANCE OF 52.97 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREWITH DESCRIBED, THENCE CONTINUING ALONG SAID CURVE A DISTANCE OF 65.47 FEET TO THE POINT OF INTERSECTION WITH A LINE 1120 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET AS MEASURED ALONG THE EAST LINE OF COTTAGE GROVE AVENUE, THENCE WEST ALONG SAID PARALLEL LINE TO A POINT 275 FEET EAST OF THE EAST LINE OF COTTAGE GROVE AVENUE; THENCE SOUTHEASTERLY 173.795 FEET TO THE SAID DESCRIBED POINT OF BEGINNING.

ALL IN COOK COUNTY, ILLINOIS.

Commonly known As: 9535 South Cottage Grove, Chicago, Illinois 60628  
P.I.N.: 25-11-100-035 (affects parcels 1, 2, 3 and 4)  
25-11-100-031 (affects parcel 5)  
25-11-100-028 (affects parcel 6)  
25-11-100-026 (affects parcel 7)  
25-11-100-043 (affects parcel 8)  
25-11-100-038 (affects parcel 9)

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10/10/2014

*[Faint, illegible text, likely a document header or title block]*

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Exhibit B  
to  
Amendment No. 1  
to  
Credit Agreement  
Dated as of August 28, 1990

**REAFFIRMATION OF GUARANTY**

Amethyst Investment Group, Inc., a Delaware corporation ("Amethyst"), hereby acknowledges and consents to Amendment No.1, dated as of the date hereof, to the Credit Agreement dated as of August 23, 1990 between Bottle Werks, Inc., an Illinois corporation, and The First National Bank of Chicago ("Lender") and in connection therewith hereby reaffirms the Guaranty, dated as of August 23, 1990, executed by Amethyst in favor of the Lender.

Dated as of August 28, 1990.

**AMETHYST INVESTMENT GROUP, INC.**

By \_\_\_\_\_  
Title:

90425748

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STATE OF ILLINOIS  
DEPARTMENT OF REVENUE  
CHICAGO, ILLINOIS

## STATE OF ILLINOIS

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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Exhibit C  
to  
Amendment No. 1  
to  
Credit Agreement  
Dated as of August 28, 1990

## REAFFIRMATION OF GUARANTY AND MORTGAGE

Dobson Leasing Co., an Illinois corporation ("Dobson"), hereby acknowledges and consents to Amendment No. 1, dated as of the date hereof, to the Credit Agreement dated as of August 23, 1990 between Bottle Werks, Inc., an Illinois corporation, and The First National Bank of Chicago ("Lender") and in connection therewith hereby reaffirms the Guaranty, dated as of August 23, 1990, executed by Dobson in favor of the Lender (the "Guaranty"), and the certain Mortgage (the "Mortgage") dated as of August 23, 1990, executed by Dobson in favor of the Lender as security for, among other things, Dobson's obligations under the Guaranty, which Mortgage encumbers certain real property described on Exhibit A attached hereto and made a part hereof.

Dated as of August 28, 1990.

DOBSON LEASING CO.

By \_\_\_\_\_  
Title:

THIS INSTRUMENT WAS DRAFTED BY AND WHEN RECORDED SHOULD BE RETURNED TO:

Sidley & Austin  
One First National Plaza  
Chicago, Illinois 60603  
Attention: Robert J. Maganuco



900872.SEC (8/27/90 3:48pm)

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NOTICE  
TO THE PUBLIC

REGARDING

THE PROCEEDINGS OF THE BOARD OF SUPERVISORS

OF COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS, HAS THIS DAY PASSED THE FOLLOWING RESOLUTION:

RESOLUTION NO. 12345



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STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK    )

I, \_\_\_\_\_, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the President of Dobson Leasing Co., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President he signed and delivered the said instrument, pursuant to authority given by the Board of said corporation as his 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 \_\_\_\_\_, 1990.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

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