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MORTGAGE AND SECURITY AGREEMENT

DEPT-01 RECORDING ↑53.00 T#8888 TRAN 5731 08/15/90 10:05:00 #0306 # H ★-70-397073

CHICAGO RAIL LINK, an Illinois corporation ("Mortgagor"), in consideration of One Dollar and other good and valuable considerations paid by THE CENTRAL TRUST COMPANY, N.A., ("Mortgagee"), a national banking association, with its principal place of business at 201 East Fifth Street, Cincinnati, Ohio 45202 the receipt and sufficiency of which is hereby acknowledged, does enter into this Mortgage and Security Agreement as follows:

- A. <u>Property</u>. The Mortgagor hereby grants, releases, bargains, warrants, sells, mortgages, encumbers, conveys, assigns and transfers to the Mortgagee, its successors and assigns forever, all estate, title and interest in and to the following, now existing or hereafter arising (collectively, the "Property"):
- (i) the real estate described in Exhibit A attached hereto, all of the estate, title and interest of the Mortgagor in law or equity, of, it and to such real estate and all of the privileges, easements and appurtenances belonging to such real estate, including all heretofore or hereafter vacated streets or alleys which abut such real estate;
- all buildings and improvements of every kind and description now existing or hereafter placed on such real estate and all fixtures, machinery, appliances, equipment, furniture and personal property of every kind whatsoever owned by the Mortgagor and located in or on, or attached to, and used or intended to be used in connection with the operation of such estate, buildings, structures or Other improvements real thereon or in connection with any construction being conducted or which may be conducted thereon, including but not limited to the electric, water, laundry, incinerating and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; lifting, cleaning, fire prevention, fire plumbing; extinguishing, refrigerating, ventilating and communications apparatus, boilers, ranges, furnaces, oil burners or units thereof; radiators, heaters; appliances; air-cooling and air conditioning apparatus, vacuum cleaning systems; elevators; escalators; shades; awnings, screens, doors, storm doors and windows; stoves; refrigerators; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; beds, tables, lamps and all other furniture and furnishings;
- (iii) all rents, leases, issues and profits arising out of any of the foregoing, including all insurance policies and payments made under insurance policies relating to any of the foregoing and judgments, awards and settlements resulting from any condemnation proceeding or similar taking against the foregoing property under the power of eminent domain;

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CHICAGO KAIL LINK, an Illinois correction of consideration of One Collect and chief considerations paid by THE CERTRAL TRUE CORRECTIONS ("Morigage"), a national banking assection principal place of business at 201 Extraction delegant on the receipt and sufficiency bereby acknowledged, does enter into this hereto as Tollows; Agreement as Tollows;

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(iii) all rents, leases, inques an property of any of the lorageing including of any of the lorageing including of a second and judgments, awards and strokents resting and judgments, awards and strokents resting and fudgments received any condemnation proceeding or similar reking tracestry under the gower of entered domain

- (iv) The Mortgagor's interest in all contracts for the design, development, construction, management, maintenance or/operation of such real estate, all licenses and permits therefor, all bonds assuring payments thereunder and all books and records related thereto; and
- (v) all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing.
- B. Security. The grant described in Section 1, above, to have and to hold the Property is given to the Mortgagee and its successors and assigns forever, for the uses and purposes herein set forth to secure the payment of the Indebtedness as defined in Section 2.1 below, and the performance of all of obligations of the Mortgagor hereunder.

ARTICLE I.

REPRESENTATIONS AND WARRANTIES

Mortgagor represents and warrants that it is the lawful owner of the Property; that it has full power to execute this Mortgage; that Mortgagor will make any further assurances of title that Mortgagee may require; and that Mortgagor will warrant and defend the Propecty against all claims and demands whatsoever other than claims or demands of existing mortgage or lien holders.

ARTICLE II:

COVENANTS

Mortgagor covenants and agrees with Mortgages:

- 2.1 <u>Indebtedness</u>. That the Mortgagor will promptly pay, or cause to be paid, when due, the following indebtedness (hereinafter collectively called the "Indebtedness") all of which is secured by the Property conveyed by this Mortgage:
- (a) the Guarantee of even date herewith by Mortgagor to Mortgagee of all indebtedness of Chicago West Pullman Transportation Corporation to Mortgagee ("Guarantee");
- (b) all advances or expenses of any kind incurred by Mortgagee pursuant to the provisions of or on account of the Guarantee or this Mortgagee; and
- 2.2 <u>Impositions</u>. That Mortgagor will pay, or cause to be paid, when due:

- (iv) The Morrgagor's interest in ail contract design, development, construction, management, and cryoperation of such real estate, ail licenses and artificient of bonds assuring payments therenover and and records related thereto; and
- (v) all extensions, additions, replacements to me the foregoing.
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REPRESENTATIONS AND WARRANCES

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ARTICLE II.

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Mortgagor covenants and agrees with Mortgager

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- (a) the Guarantee of even date margare to vice to Mortgagee of Chicage Here.
- (b) all advances or extenses of any kind the province of the contraction of the province of the contraction of the Mortgages; and
- 212 impositions. That Marcaager will pay, or cause to be paid, when duer

- (a) All of the following (hereinafter collectively called the "Impositions"): all real estate taxes, personal property taxes, assessments, water and sewer rates and charges, and all other governmental levies and charges, of every kind and nature whatsoever, general and special, ordinary and extraordinary, which are assessed, levied, confirmed, imposed or become a lien upon or against the Property or any portion thereof, and all taxes, assessments and charges upon the rents, issues, income or profits of the Property, or which become payable with respect thereto or with respect to the occupancy, use or possession of the Property, whether such taxes, assessments or charges are levied directly or indirectly except, in each case, those which currently are being contested in good faith by appropriate proceedings and for which the Borrower or the Subsidiary has set aside adequate reserves or made other adequate provision with respect thereto, but any such disputed item will be paid forthwith upon the commencement of any proceeding for the foreclosure of any lien which may have attached with respect thereto.
- (b) All other payments or charges required to be paid to comply with the terms and provisions of this Mortgage and the Guarantee which is incorporated herein by this reference;
- (c) At any time after a default hereunder at the election of Mortgagee, monthly payments to Mortgagee to be held on account of real estate taxes and assessments levied against the Property and insurance premiums for policies required under Section 2.6, below, equal to one-twelfth of the annual amount of such charges as estimated by Mortgagee, in order to accumulate sufficient funds to pay such taxes, assessments and insurance premiums 30 days prior to their due date; and
- (d) All other fees, charges and assessments, general or special, in connection with the Property.
- Within 20 days after demand therefor, Mortgagor shall deliver to Mortgagee the original, or a photostatic copy, of the official receipt evidencing payment of Impositions or other proof of payment satisfactory to Mortgagee. Notwithstanding the provisions of Section 2.2(a), above, any tax or special assessment which is a lien on the Property may be paid in installments provided that each installment is paid on or prior to the date when the same is due without the imposition of any penalty.
- 2.3 Compliance with Laws. That Mortgagor will promptly comply or cause compliance in all material respects with all present and future laws, ordinances, rules, regulations and other requirements of all governmental authorities having or claiming jurisdiction of or with respect to the Property or any portion thereof or the use or occupancy thereof.

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- of special, in consection with the Property.
- Within 20 days after demand therefor, Morty or call to to Mortgagee the original, or a suchastore constituted widerelng payment of Impression to payment satisfactory to Mortgageo. The provisions of Section 2.2(a), above, as the assertment which is a lien on the Property may be installments provided that each installment is printed to the call the constitution of the call when the same is due without the meanth.
- 2.3 Compliance with hays. That Morrowers will comply or cause compliance in all coverial expects whereant and future laws, ordinances, who were continued to the second and furisdiction of all governmental acceptances of all governmental acceptances and prisdiction of or with respect to the Property acceptance or the use or occupancy thereof.

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- 2.4 Condition of Property. That Mortgagor will keep and maintain, or cause to be kept and maintained, the Property (including all improvements and the roads, drives, sidewalks, sewers, and curbs thereon) in good order and condition, ordinary wear and tear excepted, will make or cause to be made, as and when the same become necessary, all structural and nonstructural and all ordinary and extraordinary repairs and all maintenance necessary to that end, will suffer no waste to the Property, and will cause all repairs and maintenance to the Property to be done in a good and workmanlike manner. Mortgagee shall have the right at reasonable times to enter into and inspect the Property.
- Improvements. That Mortgagor will not demolish, or suffer or permit others to remove or demolish, any improvements installed or placed on the Property or, subject to the provisions of Section 2.4, cause or permit such improvements co be materially changed or altered without the prior written consent of Mortgagee, such consent not to be unreasonably withheld, as well as Mortgagee's prior written consent to the plans and specifications relating thereto, and that Mortgagor will not institute or cause to be instituted any proceedings that could change the permitted use of the Property from the use presently roced.
- 2.6 <u>Insurance</u>. That Mortgagor will keep all improvements, if any, now on, or that hereafter may be put That: upon, the Property, including fixtures and all personal property in the operation of the Property, insured at all times for the mutual benefit of Mortgages and Mortgagor, as their respective interests may appear, against loss or damage by fire, and such other risks of damage, bezards, casualties and contingencies, and in the manner and form and in the amounts as specified in writing by Mortgagee from time to time, subject to the following terms and conditions:
- (a) Such insurance shall be issued by a company or companies and in amounts acceptable to, and in every respect satisfactory to, Mortgagee and shall contain provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without 10 days prior written notice to Mortgagee. If Mortgagor fails to carry any insurance required to be carried by Mortgagor under the terms of this Mortgage, Mortgagee at its option, may procure and maintain such insurance and Mortgagor will promptly reimburse Mortgagee for any premiums paid by Mortgagee for such The original or appropriate certificates of all insurance. policies of insurance required to be carried under this Mortgage, bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Mortgagee of such payment, shall be delivered to Mortgagee concurrently with the execution and delivery of this Mortgage. Mortgagor shall

Laprovements That Mostgagor will not demodish, or suffer or parmit others to convert the provisions of placed on the properties of section 24, course of improvements to be materially changed or altest grior written consent of Morigane, or altest unitten consent of Morigane, or altest unitably withheld, as well as hertical of the plans and specifications called the the plans and specifications called the conference of the proceedings that could change the countries are to be consently acred the constituted or contributed to the use presently acred.

2.5 Insurance. That Morrgager will improvements, if eny, now of, or that new reading the Property including fixtures are all groperty in the operation of the Property, including fixtures are all for the mutual benefit of Morrgages and Alexander respective interests may appear, against fixe, and such other times of damage, have the contingencies, and to the manner and fore and an theorem and conditions of the colors of

companies and in amounts acceptable to itseed by satisfier or to, Mortgagee and shall be itseed to an amounts acceptable to an acquiring that the coverage evidenced these shall be the coverage evidenced the shall be written notice to Mortgagee. It dominant this fortgage, Mortgagee at its alient of this Mortgage, Mortgagee at its alient and such insurance and Mortgage is the criginal or appropriate to be criginal or appropriate to be criginal or appropriate to the criginal or appropriate the sating rotations evidence the sating rotations evidence the sating rotations evidence and steel to mortgage, bearing rotations evidence and steel to mortgages and the sating readouted and delivery of this Mortgages and the sating concurrent.

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deliver to Mortgagee a new policy (or certificate, in the case of insurance for which only certificates have been previously furnished) bearing such notation or accompanied by such other evidence as replacement for any expiring policy at least 30 days before the date of such expiration. Mortgagor also shall carry such other insurance as Mortgagee may reasonably require.

- (b) All policies of insurance required by Section 2.6 shall contain a noncontributory standard mortgagee clause in favor of Mortgagee and a waiver of insurer's right of subrogation against funds paid under the standard mortgagee endorsement. In case of a loss payable under such insurance for damage to or destruction of the Property, the right to adjust all claims under such insurance policies, and the application of the proceeds of any such claim, are assigned to Mortgagee. Mortgagor hereby assigns to Mortgagee all amounts recoverable under any such policy. The amount collected by Mortgagee, at the option of Mortgagee, may be used in any one or more of the following ways: (i) applied to the payment of any sums then in default to Mortgagee hereunder; (ii) used to fulfill any of the covenants contained herein which Mortgagor has failed to fulfill, as Mortgagee may determine; (iii) unless the insurer denies liability to any insured, used to restore the Property to a condition satisfactory to Mortgagee on such terms and conditions as Nortgagee may determine; (iv) released to Mortgagor; provided that if any sums remain after satisfaction of items (i) of (ii), above, Mortgagee at its election, may apply the same upon the Indebtedness, whether the Indebtedness is matured or unmacured. Mortgagee is hereby irrevocably appointed by Mortgagor as attorney-in-fact of Mortgagor to assign any policy in the event of the foreclosure of this Mortgage or other extinguishment of the Indebtedness, and Mortgagor shall have no right to reinbursement for premiums unearned at the time of any such assignment.
- Except as permitted 2.7 Sale, Transfer or Encumbrance. by the Loan Agreement, that mortgage, sell or convey, grant a deed of trust, piedge, grant a security interest in, contract to do any of the foregoing, perception a lease with option to purchase or otherwise dispose of, further encumber or suffer the encumbrance of, whether by any or all of its interest in the Property. Mortgagor will keep and maintain the Property free from all liens of person supplying labor and materials for the construction, modification, repair or maintenance of any building or improvements on or relating to the Property. If any such lien is filed against the Property, Mortgagor will discharge the same of record within 30 days after Mortgagor has notice thereof, provided that, in connection with any such lien or claim that Mortgagor may in good faith desire to contest, Mortgagor may contest the same by appropriate legal

deliver to Nortgaged a new policy (or correction of insurance for which only certificates has becturished) bearing such notation or access to the explanation of appreciation of such appreciation. Such other days before the date of such expiration. Such other insurance as methodoged may such other insurance as merty such other insurance.

(b) All - Pelupyi Boyuanadi do madoliga Section 2 6 shall contain a monconcribution of shall seemed to clause in favor of Mortgages and a watver or lacer subrogation against finds paid ontes the elect endersement. In case of a loss payable unler as he for damage to pe destruction of the erest y adjust claims under such tempone of a tipe transfer application of the property of any such was the Mortgageer . Mortgagor, hereby jassigns to intropage reroverable under any such policy. The month Morkgagee, strated option of Morkgagee, strated option of Morkgagee, say or more of the following ways: (1) application any sums then in default to Mostage or contract to the fulfill eay of the coverants contract to the hos formal samples are new tractors. the district denies liability to bry issued that the the the section of the the Property to be andition sections of the teims and conditions as Nortgages IV der to Mortgagor; provided that it any satisfaction of items (1) of (1) about election, may apply the same when the fatour come in the fire indebtedness is matured or unmerered services in resource in the correct of the c of this Mortgage or other extinguiament of the Emerge and Mortgagor, analy have no right to rainber address the arrester unearned at the time of any such essignment.

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proceedings, diligently prosecuted if, upon request of Mortgagee, Mortgagor has posted a bond or other security sufficient to pay such lien or claim.

- 2.8 Eminent Domain. That all awards heretofore hereafter made by any public or quasi-public authority to the present made by any public or quasi-public authority to the present and any subsequent owner of the Property by virtue of an exercise of the right of eminent domain by such authority, including any award for a taking of title, possession or right of access to a public way, or for any change of grade of streets affecting the Property, are hereby assigned Mortgagee and that Mortgagee, at its option, is authorized, directed and empowered to collect and receive the proceeds of any such award from the authorities making the same and to give proper receipts and acquittances therefore, and, at Mortgagee's election, may use such proceeds in any one or more of the following ways: (a) use the same or any part thereof to fulfill any of the covenants contained herein as Mortgagee may determine, (b) use the same or any part hereof to replace or restore the Property to a condition satisfactory to Mortgagee, (c) apply the same against the Indebtedness, or (d) release the same to Mortgagor. I pon request of Mortgagee, Mortgagor will make, execute and deliver all assignments and other instruments sufficient for the purpose of assigning all such awards to Mortgagee free, clear and discharge of all encumbrances. Mortgagee shall have the right to intervene and participate in any proceedings for and in connection with any such taking.
- That if Mortgagor fails to pay Rights of Mortgagee. any Impositions or to make any other payment required to be made by Mortgagor under this Mortgage at the time and in the manner provided in this Mortgage, or if an Event of Default occurs under this Mortgage, the Gualancee, or any other document evidencing or securing the Note, then without limiting the generality of any other provision of this Mortgage and without waiving or releasing Mortgagor from any of obligations hereunder, Mortgagee shall have the right, but shall be under no obligation, to pay any Impositions or other payment, or any sums due under this Mortgage, or the Guarantee, and may perform any other act or take such action as may be appropriate to cause such other term, covenant, condition or obligation to be promptly performed or observed on behalf of Mortgagor, provided that, unless in Mortgagee's judgment the sending of a 10-day notice shall impair the security of the lien of this Mortgage, Mortgagee shall give Mortgagor 10 days' prior written notice before making any such payment. In any such event, Mortgagee and any person designated by Mortgagee shall have, and is hereby granted, the right to enter upon the Property at any time and from time to time for the purpose of performing any such act or taking such action, and all monies expended by Mortgagee in connection with making such payment or

proceedings, diligently presented it, again transcription Mortgages, Mortgages, Mortgages, has posted a bond or other constitutionant to pay such lien or claim.

- 2.8 Enipent Domain. That all swards hereafter made by sey public or quasi-public anthority to top and the property of the proper present and thirty subsequent owner, of the Peeplesty by states of an water transfer the right of ominent coastn by her by the including any sward for a baking of thick participation of the of access to a public way, or for my one or or or and structured the Property, and brook way, and Mortgagge, at its certaphy Mortgagee and that authorizedy directed and empswered to collect and ed proceeds of any such prats from the such orders and and to give grope; receipts and admictances region Martgage sieckich, may use such proceeds in of the following wayer (a) use the cast of any fulfill adv of the covenants contained herein the election of the determine (b) use the same of any part here to elected the covenant of the election of the covenant of the c restore the Property to a condition cottollar bury to Himpanov to (c) apply the same against the indebterious, or (a) selected to sing to Mortgagor, without to debugen mogulation of content of the second make, execute and deliver all arrighents are recorded bas added and sufficient for the primary in a second with the contract of Mortgagee free, Clear and discourge of the grant server Mortgages shall have the raghin to decerves and refer to any procedings for and in descention with eng such tak ac-
- wir wi altra repealism is sent 2.9 Rights of Fortgage any Impositions for to access any other payers, a such that or our rest will be apply now right about representations. manner provided in this Mortgage, or it is in Svent College occurs under this Mortgage, the Grandes, or document evidencing or securing the mode, then will be a little of the generality of any other provision of this place and the without grain as theibasing later areason treaters of obligations hereunder, Morrogen small have the said series on englargery of the confidential series appropriately and the series of the se payment, it any sums due under this suregade, it for factalines and may perform any other set or rose such and region of appion to the ball wants such offer team, cover see the see apping obligation to be gromptly porformed or othered Mortgaggraf provided that, unless in deserved to deserve the sending of a loter notice shall because the court par Tien of this wortgage, wortgages shall give because, and prioriging than the before making any that some and such erent, a Martgages and lany parent controller and all the shall-have, and is hereby granted, the gild of the granted Property at say thing and even come on the year decreased performing and like the more policed to soe sour you policed expended by Mortgages in commention with making such as on

performing such act (including, but not limited to, legal expenses and disbursements), together with interest thereon from the date of each such expenditure at the annual rate equal to the sum of 4% plus the rate of interest established from time to time as the Prime Commercial Rate of Mortgagee, but in no event less than 18% per annum or greater than the maximum rate allowed by law (the "Default Rate"), shall be paid by Mortgagor to Mortgagee forthwith upon demand by Mortgagee and shall be secured by this Mortgage. As used herein "Prime Commercial Rate" shall mean the rate established by Mortgagee from time to time based on its consideration of various factors including money-market, business and competitive factors, and it is not necessarily Mortgagee's most favored rate. Subject to any maximum or minimum interest rate limitations specified herein or by applicable law, if and when such Prime Commercial Rate changes then in each such event, the rate of interest payable under this provision will change automatically effective the date of each such change.

- Unpaid Impositions. That in the event that any governmental agency claims that any tax or other governmental charge or Imposition is due, unpaid or payable by Mortgagor or Mortgagee upon the Indebtedness (other than income tax, franchise tax or similar tax on the interest or premium receivable by Mortgagee thereunder) and including any recording tax, documentary stamps or other tax or imposition on the Note or this Mortgage, Mortgagor for hwith will either (a) pay such tax and, within a reasonable time thereafter, deliver to Mortgagee satisfactory proof of payment thereof or (b) deposit with Mortgagee the amount of such claimed tax or other governmental charge or imposition, together with interest and penalities thereon, or other security reasonably satisfactory to Mortgagee, pending an application for a review of the claim for such tax or other governmental charge or imposition and thereafter furnish either evidence satisfactory to Mortgagee that such claim has been withdrawn or defeated (in which event any such deposit shall be returned to Mortgagor) or a direction from Mortgagor to Mortgagee to pay the same out of the deposit above mentioned, with any excess due over the arount of such deposit to be paid by Mortgagor directly to the taxing authority and any excess of such deposit over such payment by Mortgagee to be returned to Mortgagor provided Mortgagor as not in default under the provisions of this Mortgage.
- 2.11 <u>Financial Statements</u>. That Mortgagor, from time to time upon request of Mortgagee, will furnish or cause to be furnished to Mortgagee current financial statements Mortgagor and operating expenses for the Property, certified to be true, correct and complete.

performing such act (including, but not limited expenses and discursaments), together with interior from the date of each such expenditors at the annual of the sum of 4% plus the rate of interior of the plus the rate of interior of the plus of the callowed by law (the "Default Sate") and Mercyagor to Mortgagee forthwith upon dense the secural by this Mortgage. As shall be secural by this Mortgage. As commercial Rate" shall mean the tito data the from time to time based on its consideration with its not necessarily Mortgagee's most farm the care form the care of the fact of the care shall the care that the farm of by applicable law, if and when such are held the date of each such event the care the paying in each such event the care the paying the date of each such event the care the paying the date of each such change.

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z.ll Financial Statements. The Control of turnished upon request of Mortgages, will select the Mortgages current than the American process for the American content operating expenses for the American correct and complete.

ARTICLE III.

EVENTS OF DEFAULT

The entire Indebtedness shall become due and payable, at the option of Mortgagee, if any one or more of the following events ("Events of Default") shall occur and be continuing beyond any applicable grace period as hereinafter provided:

- 3.1 The Mortgagor defaults in the payment, when due, of any of the principal or interest on the Note or on any of the other Indebtedness, and the continuation of such default for five days after written notice from the Mortgages to the Mortgager; or
- 3.2 An Event of Default (as defined therein) occurs under the Lorn Agreement or a default or Event of Default (as defined therein) occurs under any other instrument now or hereafter securing the Indebtedness.

ARTICLE IV.

FORECLOSURE

4.1 Costs and Expenses. At any time after the Indebtedness becomes due, whether by acceleration or otherwise, Mortgagee or the holder of the Note shall have the right to foreclose the lien hereof. The indebtedness shall include expenditures and expenses incurred by Mortgagee in connection with (a) a foreclosure proceeding; (b) any proceeding to which Mortgagee shall be a party, either as a plaintiff, claimant or defendant, by reason of this Mortgage or any Indebtedness; (c) preparations for the commencement of any suit for foreclosure hereof after accrual commencement to foreclosure, whether or not actually commenced; preparation for the defense of or investigation of threatened suit, claim or proceeding that might affect the Property, whether or not actually commenced. In any suit to foreclose such lien, there shall be allowed and included as additional Indebtedness in the decree of sale all expenditures and expenses that may be paid or incurred by or on behalf of Mortgagee, or the holder of the Note, for attorneys fees, court costs, appraisers' fees, sheriff's fees, documentary and expert evidence, stenographers charges, publication costs, poundage and such other costs and expenses as Mortgagee or the holder of the Note may deem reasonably necessary to prosecute such suit or to evidence to bidders at any sale that may be had pursuant to such decree the true condition of the title to or the value of the Property. All such expenditures and expenses shall become additional Indebtedness secured hereby and shall be due and payable on demand with interest thereon from the

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EVENTS OF DEFAULT

The entire indebtedness shall become due and pages the the option of Mortgages, if any one of more of the following events ("Events of Default") shall occur and be continued beyond any applicable grace period as beceivered

- 3.1 The Mortgagor defaults in the reyrent, when the correct of the principal or interest on the bots of an active other Indebtedness, and the continuation of guar of the five days after written notice from the shottester of Mortgagor; of
- 3.2 An Event of Default (as defined the control of Under the Loan Agreement of a default or Event of Citylory of defined theresing occurs under any other independent now or hereafter securing the Indeptedness.

ARTICLE IV.

FORECLOSURE

reddige carried with d. I Costs and Progress. Folleblediness Doebledie due, whet me by succeeded to be broken Mortgagee or the holder of the Note while have the rickle foreglose the lifen hereof. The indebtedrars chart the expenditures and expenses whered by Morros in Second is or coffeencing was (d) included as succidental (e) will be Mortgage shall beca party, wither as a plaintiff, old - at desendant with research of this Mucceases of yd Eranbaases indebtedness; (c) preparations for the constitution of the constitution of the constitution of the constitution of the constitutions. foreclosure, whather or not actually economical propagation for the defense of or annoxilyation - the monor wife atom dom do Chreatened suites claim or proceeding that angle of the Property. Wether or got actually consenced to one with ruberos i ten beseile en ileda erenit inelli dur ekeloarui requestions for which in south substitution readless of the first think income to the first and the pelo of the continue of the contin Morngages, or bullene holder of the motor for entry by court costs lappraisers' fees, shells's fore decided at exgent Sevidende, catenographers caserses, set in the colors of porting and such the course and executive for the base of the course of holder of the way daem researly way in the may be may deem rea com a sele esca yez da aselica od anapitva di Torifika dibua pursuent to such decreas the true conditions of the city of the religious time Property, all such expectitioned and expection shall bedomm additional indebtedness secured matery and seems be due and payable on demand with interest thereon from the

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date of expenditure at the Default Rate, as defined in Section 2.9, above, as the same may be adjusted from time to time and subject to the limitations stated in Section 2.9.

- 4.2 Proceeds. The proceeds received by Mortgagee in any foreclosure sale of the Property shall be distributed and applied in the following order of priority: first, on account all costs and expenses incident to the foreclosure proceeding, including all such items as are mentioned in Section 4.1; second, to all other items which under the terms hereof constitute Indebtedness; and, third, any surplus to Mortgagor, its legal representatives or assigns, as their rights may appear.
- 4.3 Receiver. Upon, or at any time after, the occurrence of an Event of Default hereunder, Mortgagee shall be entitled to have a court appoint a receiver of the Property. Such appointment may be made either before or after the filing of a foreclosure action, without notice to Mortgagor or any other person, without regard to the solvency of the person or persons, if any, liable for the payment of the Indebtedness and without regard to the then value of the Property, whether the same shall be then occupied as a homestead or not, and Mortgagee may be appointed as such receiver. The receiver shall have the power to collect the rents, issues and profits of the Property during the pendency of such foreclosure suite, as well as during any further times when Mortgagee, absent the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property during the whole of such period. The court from time to time may authorize the receiver to apply net income in his hands in payment in whole or in part of the Indebtedness, or in payment of any tax, assessment or other lien that may be or become superior to the lien hereof or superior to a decree foreclosing this Mortgage, provided such application is made prior to foreclosure sale.)FFICO

ARTICLE V.

MISCELLANEOUS

5.1 Uniform Commercial Code Security Agreement. Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which may be subject to a security interest pursuant to the applicable version of the Uniform Commercial code, and Mortgagor hereby grants Mortgagee a security interest in such items. Mortgagor agrees that Mortgagee may file this mortgage instrument, or a reproduction

date of expenditure at the Default Rate in Series 2.9, above, as the same may be adjusted from time to the limitations stated in Section 1.

- 12 Proceeds received by held to enter the proceeds received by held to consider of the Property shall applied in the following order of priority and expenses incident to the proceeding, including all auch items at the constitute to all other items which are not received near entering ladebtedness; and, third any round mortgagor, its logal representatives or account the rights may appear.
- 4.3 Receiver Upon, or at any time after of an Event of unfailt bereunder belong a court appoint a receiver of appointment may be pade althor before or foreclosure action, without regard to the sivence or persons, if any, liable for the sivence or without repard to the then value of same shall be then occupied as a series of the Property during the pendent of a series of the Property during the pendent of series of the power to collect of a series of the pendent of such receive well as during any further old such reats, issues and profits of such receive while the necessary or are unit to be necessary or are unit of the possession, control control collect to apply and authorize the receiver to apply and authorize the receiver to apply and such or in whoie or in part of the institution of any tax, associated to the institution of the such as a superior to the institution of the such apply and the institution of the inst

ARTICLE V.

MIRCHELAMEOUS

S.1 iniform Commercial Scot Security in interest to be a section Commercial Code for the part of the Property which was a section of the Property which was a section of the Pursuant to the application of Commercial code, and wortgage were section of the section of the Security interest in such the Mortgage may tile this mortgage instrument, or a section of the section of a section of the secti

thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Mortgage or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Mortgagor agrees to execute and deliver to Mortgagee upon Mortgagee's request any financing statements, as well as extensions, renewals and amendments thereof, and reproduction of this Mortgage in such form as Mortgagee may require to perfect a security interest with respect to said items. Mortgagor shall pay all costs of filing such financing statement and any extensions, renewals, amendments and releases thereof. shall pay all reasonable costs and expenses of any record searches for financing statements Mortgagee may require. Without the prior written consent of Mortgagee, Mortgagor shall not create or suffer to be created pursuant to the Uniform Commercial code any other security interest in such items, including replacements and additions thereto. Upon any Event of Default under this Mortgage, Mortgagor shall have the remedies of a secured party under the Uniform Commercial Code and, at Mortgages's option, may also invoke the remedies provided in this Mortgage and under applicable law. exercising any of said remedies, Mortgagee may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Mortgagee's remedies under the Commercial Code or of the remedies in this Mortgage.

- 5.2 <u>Rights Cumulative</u>. The rights of Mortgagee arising under the provisions and covenants contained in this Mortgage, and the Guarantee, and any other documents securing the Indebtedness or any part thereof shall be separate, distinct and cumulative and none of them shall be exclusive of the others. No act of Mortgagee shall be constitled as an election to proceed under any one provision herein of in such other documents to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.
- 5.3 Waiver. A waiver in one or more instances of any of the terms, covenants, conditions or provisions hereof, or of the Guarantee or any documents securing the Indebtedness or any part thereof, shall apply to the particular instance or instances and at the particular time or times only, and not such waiver shall be deemed a continuing waiver, but all of the terms, covenants, conditions and other provisions of this Mortgage and of such other documents shall survive and continue to remain in full force and effect. No waiver shall be asserted against Mortgagee unless in writing signed by Mortgagee.

thereoff in the real eatale, reportable of about appropriate to the contract of the contract o as a transporting statement for any of the literal confidents as park of the Property. Any reproduction of the madeline of of any other security squeement or linuaring the security and the security and the security as the same of the security of the agrees to execute expendent ed marking by the company of request capy thrancing statements. The trees to the trees the carried and renewalsh and amendments thereof, and represented the Mortgage in such form as Mortgagee may receire to sucurity interest with respect to said livers. Destroyer pay casts dasts billing such dinancina statistics of extensions from the amendments and rependence the contract ye in seasons has also eldsweath, Italyas Ilada searches for a financing scatements water the may Without the prior written consent of Marrades was not create at suffer to be created purcuerty to Commercial (Code any other seconds) which including replacements and additions thereas of Gefault under this workgoge bearque remedies of a secured party under the unit and at Morngage's option, may also constant provided the this Mortgage and unit opplied the serve exercises the serve of the serve exercises. Mortgaged exercises the items of real property and any then of persons appeared and the only order what sugger, without is say may at here on the availability of Morrgagesia comedica und v the Commercial Code or of the remedies in rais Morro pur

- 5.2 Hights Cumulative. The righes of Mo. gages all and the provisions and covenants contained his call and the Guarantes, and cary other discussors of any part therefore discussors and and complative and cone of them shall be replaced as attacked for proceed under any one provision hereit or in selection documents to the exclusion of any ordered provision of any ordered provision of any ordered provision any ordered provision and documents to the exclusion of any ordered provision.
- 5.3 waiyer A waiyer in one a move to have the conditions or neveral to the Covantee or any documents securing to had been to the part chereof, shall apply to the particular the particular the particular the particular the beauties of the shall be deemed a continuing waiver shall be deemed a continuing waiver shall be deemed a continuing was the the Mortgage and of survive and to the tending the torce and effect we waiver the to the torce and effect we waiver the torce and effect we waith the torce and the torce and the torce are the torce and the torce and the torce and the torce are the torce and the torce and the torce are the torce are the torce and the torce are the torce are the torce are the torce and the torce are the torce are

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- 5.4 <u>Section Headings</u>. The titles to the Articles and paragraphs hereof are for reference only and do not limit in any way the content thereof.
- 5.5 Amendments in Writing. No change, amendment, modification, cancellation or discharge hereof, or any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.
- 5.6 Notices. All notices, demands and requests given or required to be given by either party hereto to the other party shall be in writing and shall be deemed to have been properly given if sent by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To the mortgagor: Chicago Rail Link

2728 East 104th Street Chicago, Illinois 60617 Attention: Robert E. Smith

With a copy to:

Chicago West Pullman Corporation
425 Walnut Street
2300 Star Bank Center
Cincinnati, Ohio 45202
Attention: Jeffrey P. Noyce

To the Mortgagee:

The Central Trust Company, N.A.
201 East Fifth Street
Cincincati, Ohio 45202
Attention: Special Assets
Division

or to such other address as Mortgagor or Mortgagee may from time to time designate by written notice.

- 5.7 Gender. Any words herein which are used in one gender shall be read and construed to mean or include the other genders wherever they would so apply. Any words herein which are used in the singular shall be read and construed to mean and to include the plural wherever they would so apply, and vice versa.
- 5.8 Interest. If from any circumstances whatsoever the fulfillment of any provision of this Mortgage involves transcending the limit of validity prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then the obligation to be fulfilled will be reduced to the limit of such validity as provided in such statute or law, so that in no event shall any exaction of interest be possible under this Mortgage in excess of the limit of such validity. In no event shall the Mortgagor be bound to pay interest of more than the legal limit

- 5.4 Sertion Bendings. The titles to the Article paragraphs hereof are for reference only and do her thereof, any way the content thereof.
- 5.5 Emendments in Writing. We cause, a modification, cancellation or discharge herest of the bereat the walld unless in writing and stored to the parties hereto of their respective successors had assert
- 5.6 Notices. All notices, demands and continued to be given by either party herety to a same shall be deemed to have been small be deemed to have been given if sent by U.S. registered or certified mast prepara return receipt requested, addressed as follows.

To the Moitgagorr Chicago Rail Live

-2728 East 104th Street Chicago, Illinois Charl Attention Robert L. Smith

With a copy to:

Chicago West Salinas Corporation 425 Walnut attact 2300 Bear Beak Center Cincipati, Unic 45:03 Attention: Cariffer 2. Porce

To the Mortgages: The Central Prayt Company S.A.

'eol Bast Filth Steat Gracingard, Onto 45262 Attention: Special Assett

of to such other address as Mortgagor or Wortgage of from bine to time designets by written notice.

- Sor Gender. Any words herein which are used in congenity gender shall re read and construed to used or in incomplete white state as a spely. Any words to this which are used for the singular shall be read and construed to read and be include the plucal wherever they would so every, and vica receives the plucal wherever they would so every.
- 5.8 Interest. If them any circulations of fulfithment of any provision of the limit of validity errors of the limit of validity errors of the observation of like character and arount the test of the character and arount the section of like character of the test into the error of the statute of last, so that an error any exaction of interest be possible under this limit of such validity. In no event static excess of the limit of such validity. In no event static excess of the limit of such validity. In no event static excess of the limit of such validity. In no event static excess of the limit of such validity. In no event static excess of the limit of such validity.

for the use, forbearance or detention of money and the right to demand any such excess is hereby expressly waived by the Mortgagee.

ARTICLE VI.

DEFEASANCE

Provided, 6.1 Defeasance. nevertheless, Mortgagor shall keep, observe and perform all of the covenants and conditions of this Mortgage on its part to be kept and performed and shall pay, or cause to be paid, to Mortgagee the Note as to both principal and interest, the last payment of which is due, and all extensions and renewals thereof, and all of the other Indebtedness, and shall repay any loans and advances nerenfter made by Mortgagee under the terms hereof, then this Mortgege shall be void.

WITNESS WHEREOF, Chicago Rail Link, by its authorized Trollen has executed this Mortgage on July 19, 1990.

WITNESS:

CHICAGO RAIL LINK

Dennis N. Lindberg

Treasurer

STATE OF OHIO

COUNTY OF HAMILTON

SS:

BE IT REMEMBERED, that on this Amanday of July 1990, before me, the subscriber, a notary public in and for said State, personally appeared Dennis N. Lindberg, the Treasurer of Chicago Rail Link, the Mortgagor in the foregoing instrument, who executed the foregoing Mortgage and Security Agreement on behalf of such corporation and acknowledged the signing thereof to be his and its voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, on the day and year aforesaid.

BUFBRY R. BUCH, Amorecy at Law Notary Public, State of Ohio My Commission has no explesion date.

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for the use, forbearance or detention of money and the reademand any such excess is hereby expressly waited to any Mortgagee.

ARTICLE VI.

DEFEASANCE

Mortgagor shall keep, observe and percorm all conditions of this Nortgage on its constituent of this Nortgage on its constituent and shall pay, or cause to he will both principal and interact to both principal and interact to which is due, and all extensions and senewalter other Indebtedness, and senewalter made by Mortgage under the this Mortgage shall be void.

IN WITHESS WHEREOF, Chicago Rail in a sychorized Tropy with hes executed this production

PERMIT

MALL MAN ODAL DE

:VIX

Dannis B. Madoerg Treasoror

STATE OF OHIO

22

COUNTY OF HANTEROM

HE IT RIMEMBERED, thet on this cay of July and personally appeared Dennis H. Chiceso Pall Link, the Mortgagor is the Local Who executed the foregoing Hortugue and describe behalf of such corporation and achieved the Local Corporation and achieved the his and its voluntary act and dear thereigned.

IN TESTIMONY WHIREOf, I have beream a moserabed by and artived my notarist soul, on the day and year attoresaid.

Novelly Aublic

" Thorn

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This instrument prepared by:

Pamela M. Gates Frost & Jacobs 2500 Central Trust Center 201 East Fifth Street Cincinnati, Ohio 45202 21 inch.

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ORCOOK COUNTY CLORK'S OFFICE

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This instrument prepared by:

Pamels M. Cares Frost & Jacobs 2500 Central Trust Center 201 East Filth Street Cincinnati, Ohio 45202

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EXHIBIT A - LEGAL DESCRIPTION

GRESHAM JUNCTION (VINCENNES AVENUE TO HALSTED STREET):

All of the former interest of the Chicago Pacific Corporation conveyed by the quit claim deed recorded February 11, 1985 as Document 27439690 in the Gresham Wye lying within 25 feet on each side of the center line of the Southerly Wye Track between the Easterly right of way line of the Regional Transportation Authority ("RTA") as condemned from William M. Gibbons, Trustee (Number (1 "C"431) in the United States District Court for the Northern District of Illinois in the final judgment order thereof and the Westerly line of Halsted Street, being a line 50 feet Westerly of and parallel to the East line of Section 5; and all of the tormer interest of the Chicago Pacific Corporation in the Gresham Wye lying Northerly of a line 25 feet Southerly of and parallel to the center line of the Northerly Wye Track and former South Chicago line Westbound main track between said RTA Easterly right of way and said Westerly line of Halsted Street; (excepting the easements reserved in the quit claim deed from the Chicago Pacific Corporation, Corporation of Delaware, to LaSalle and Bureau County Railroad Company, Corporation of Illinois, dated January 8, 1985 and recorded February 11, 1985 as document 27439690 across said North Wye leg for readway and utility access across Genoa Avenue and 90th Street; both legs of the Gresham Wye being in the South East 1/4 of the North East 1/4 of Section 5 and the North 100 feet of the North Las: 1/4 of the South East 1/4 of Section 5, Township 37 North, Range 14 in Cook County, Illinois

HALSTED STREET TO I.C.R.R. (COTTAGE GROVE AVENUE):

All of the former railroad right of way of the Chicago Pacific Corporation conveyed by the quit claim deed recorded February 11, 1985 as document 27439690 beginning at the Westerly line of Halsted Street, being a line 50 feet Westerly of and parallel to the East line of Section 5; thence Easterly through said Section 5 and through the South 1/2 of the North 1/2 of Section 4; the South West 1/4 of the North West 1/4 and South East 1/4 of the North West 1/4 and the North East 1/4 of the South West 1/4 of the South East 1/4 of Section 3; and the West 1/2 of the South West 1/4 of Section 2 to the West right of way line of the Ill Central Railroad Company; all in Township 37 North, Range 14 in Cook County, Illinois

I.C.R.R. TO PULLMAN JCT.:

All of the former interest of the Chicago Pacific Corporation conveyed by the quit claim deed recorded February 11, 1985 as document 27439690 in the South 500 feet of Section 2 lying Westerly of a line 399 feet Westerly of and parallel to the

PARTHIR A - DEGAL DESCRIPTION

GESSHAM JUNCTION (VINCENNES AVENDE TO HALSTED STREET)

All of the former interest of the Chicaco Pacific Core cor conveyed by the quit claim deed recorded robroom 11, 1460 . Document 27439690 in the Greenam Mye lying with a consach side of the center line of the Soucesity and Trans conthe Easterly fight of way line of the Regions? I consciuse Authority (figtA") as condemned from William to Cities (Mumber 81 (CMA31) Who the Wolted States District Court 1 Mortegraphistrict of illinois in the first judence thereof and the Westerly, line of Holered Streen, in 50 feet Westerly of and parallel to the sace fine to and all of the torner interest of the Chirgge Posts Corporation in Ata Gresham Mye Tring dorcharly of feet Southerly of and parallel to the conter in Northerly Mye Track and former South (% Jage main vistor person said RTA Factorly trace Westerly line of Halsted Stroat, (economic tio second a lesserved in the quit claim deed from the Classes car Corporation, Corporation of Delaware. A lacing was second Couply Railroad Company, Corporation Collins and second Couply Railroad Company, Corporation Collinsis Springs and recorded retrievely in the as document file and actors said North Wys lag for rodden's end oteller day offer Genoal Avenue land: 90th Street; toin leds of the creekes the beland in The South Rest 1/4 of the Worth Rest 1/4 of Scholog and the North 100 feet of the worth Bear 174 of the south feet 174 of Section 5, Township NV which, Range 18 in Cook Consist, Illinois

HALSTED STREET TO T.C. W.R. (COTTAGE GROVE AVESCED)

All of the former Lailroad right of way of the Circumstration conveyed by the quit claim Ased as Lycument 17439530 beginning at the state of the Halsted Street, being a line 50 feet Westerly of the fact line of Section 5; thence Eastelly of the Section Cand through the South 1/2 of the Morth West 1/4 of the Worth West 1/2 and the Worth West 1/2 and the Worth East 1/4 and the South East 1/4 of the South East 1/4 and the South East 1/4 of the South West 1/4 of the Ill Central East conduction.

I.C.R.R. TO PULLMAN JUT. :

All of the former interest of the Chicago Pacific Corcoletian ophweyed by the quit claim deed recorded February 11, 1445 and decument 27439590 in the South 500 feet of Section 2 lying Westerly of and partition 2 lying

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East line of said Section 2 (E.P.S. 175+02) excepting an undivided 1/2 interest in that parcel next described below

PARCEL 1:

A tract of land described as follows:

The point of beginning being on a line 329 feet Easterly of and parallel to the North/South center line of Section 2, Township 37 North, Range 14 East of the Third Principal Meridian, and on a line 210 feet Northerly of and parallel to the South line of said Section 2; thence Northerly along said line Easterly of said North/South center line 55 feet to a line 7.0 feet Northerly of and parallel to the center line of grantor's Track Number 14; thence Easterly along the last line intersected 1.595 feet; thence Northerly at a right angle 14 feet to a line 7.5 feet Northerly of and parallel to the center line of grantor's Track Number 13; thence Easterly along the last line intersected 312 feet, thence Southerly at a right angle 69 feet to said line 220 feet Northerly of and South line of Section 2; thence Westerly along the last line intersected 1.907 feet to the point of beginning; all in the South 300 feet of the South 1/2 of the South East 1/4 of Section 2, Township 37 North, Range 14 in Cook County, Illinois

EASEMENTS RELATING TO PARCEL NUMBER 1:

An undivided 1/2 interest in that regoway and utilities access easement reserved on Page 4 of Part 2 in Parcel 10 of an Exhibit "A" to a quit claim deed from William M. Gibbons, Trustee, to the Norfolk and Western Railway Company dated November 2, 1983 and recorded November 9, 1933 as document 26856960 granting to the Grantee an easement solely for railroad operating clearance purposes in order to comply with Illinois Commerce Commission Order Number 22 effective November 1, 1920, as amended, extending Southerly from the Northerly lines of Parcel Number 1 described above

(Excepting the easement reserved to Chicago Pacific Correlation in the quit claim deed recorded February 11, 1985 as document 27439690 solely for railroad operating clearance purposes in order to comply with Illinois Commerce Commission Order Number 22 effective November 1, 1920, as amended, extending Northerly from the Northerly lines of Parcel Number 1)

PULLMAN JCT. TO IRONDALE BRANCH:

PARCEL NUMBER 2:

A TRACT OF LAND DESCRIBED AS FOLLOWS:

The point of beginning being on a line 399 feet Westerly of and parallel to the East line of Section 2 and on a line 6.5 feet

Fast line of said Section 2 (E.F.S. 175+02) excepting an undivided 1/2 interest in that parcei nest described below

PARCEU 1:

A tract of land described as follows:

The point of beginning being on a line 329 feet there parallel to the North/South center ing of Social aline 220 feet wortherly of the Third Principal and Said Section 2; thender Northerly of and parallel to the said North/South center line 53 feet to a line said Northerly of and parallel to the center line 13 feet to a line 14; thence Hasterly along the lest 16; thence Hasterly along the lest 16; thence Northerly of and parallel to the center line 17.5 feet Northerly of and parallel to the rest 16; thence Cast 19; thence Westerly along the last line intersected 312 feet Northerly of and 18; the point of beginning; all in the South 33; the South Cook County, Illinois Jange 14; in Cook County, Illinois

EASEMENTS RELATING TO PARCEL NEEDER 11

An undivided 1/2 interest in that roadway and still the case of Page 4 of Part 2 in Pates 10 of Exhibit "A" to a quit clasm deed from william in the Evitors and Western Failway Case of the Worember 2, 1983 and tecorded November 9, 1983 and tecorded November 9, 1983 and tecorded November 9, 1984 and to the Grantes on takes of the case of the Cammerce Commission Order Number 22 offers to 1920, as amended, extending Southerly from the Northern Lines of Pircal Number 1 described above

(Excepting the easement reserved to Chicago and the full quit claim deed resorted Rebons.

2743920 solely for railroad operating and the comply with Thinois Commerce Consulation of the Complete November 1, 1920, as amended, extending norther form the Northerly lines of Parcel Mumber 1)

PULLMAN JCT. TO TRONDALE DRANCH:

FARCEL NUMBER 2:

A TRACT OF LAND DESCRIBED AS FOLLOWS:

The point of beginning being on a line 393 feet western or our parallel to the East line of Section 2 and on a line 6.5 col

Southerly of and parallel to the center line of Grantor's Track Number 13; thence Northerly along said line parallel to said Section 14 feet to a line 7.5 feet Northerly of and parallel to the center line of said track Number 13; thence Easterly and parallel to said Track 13 center line 6598 feet, (said Track Number 13 center line becoming Track Number 1 center line at E.P.S. 184+42.5 H.B.) to a line 871 feet Easterly of and parallel to the East line of Section 1 (E.P.S. 241+00); thence Easterly along the prolongation of the last line to a line lying 18 feet Northerly of and parallel to a line which travels on a 06 degree (radius of 955.37 feet) curve Southeasterly from and tangent to said Track Number 1 center line from a point on said track center line lying 871 feet Easterly of the East line of Section 1, thence Southeasterly along said line being 18 feet Northerly of and parallel to said 06 degree curve line a distance of 530 feet, more or less, to a point of tangent to said 06 degree curve line; thence Southeasterly on a tangent to the last described line a distance of 30 feet, more or less, to a line lying 18 feet Fortherly of and parallel to the center line of the West leg of the Irondale Wye Track; thence Southeasterly on a line lying 18 feet Northeasterly of said West leg of the Irondale Wye Track which Track travels on a 07 degree, 10 minute (800 feet adius) curve a distance of 225 feet, more or less, to the South line of Section 6; thence Westerly along the South line of Section 6 to a line 18 feet Southwesterly of and parallel to said 07 degree, 10 minute curve line; thence Northwesterly along a line (being easement line "A") being 18 feet Southwesterly of and parallel to the center line of said 07 degree, 10 minute curve line to a line 36 feet Southwesterly of and parallel to said 30 foot long tangent line; thence Northwesterly along the last line intersected (being easement line "B") to a line 18 feet Southwesterly of and parallel to said 06 degrees curve line; thence Northwesterly along the last line intersected (being easement line "C") to a line 28.5 feet Southerly of and parallel to the center line of said Track Number 17 thence Westerly and parallel with said Track Number 1 center Jine 5770 feet, more or less (being easement line "D") to a line 1.0 feet Northerly of and parallel to the center line of Track Number 14; thence Westerly along the last line intersected to said line 6.5 feet Southerly of and parallel to said Track Number 13 center line; thence Westerly along the last line intersected to said line 399 feet Westerly of and parallel to said East line of Section 2 to the point of beginning; all in the East 399 feet of the South 400 feet of the South East 1/4 of Section 2 and the South 400 feet of Section 1, Township 37 North, Range 14 East of the Third Principal Meridian, and in the South 400 feet of the West 1700 feet of the South West 1/4 of Section 6, North of the Indian boundary line, Township 37 North, Range 15 in Cook County, Illinois

Southerly at any against telliot telling the drawling Number 13; thence Wortherly along said thro parecipat Section 14 feet to a line 7.5 feet Barrhard of the cer the ceater. Line of said pract Washes 19, co. logy (see green and call acores by koarer bikkapod lebisasi Number 13 center tide becoming Track Water to the E.D. B. 1864A2.5 W.W.) to a line all feet Martitle to the ratiality the Rast line of Saction of Isliater Basterly along the protongation of the lage times lying is feat Wortherly of and parallol to colum (deep valet to adiber) emigen 30 a no and tangent to said Track Number I conserve said track center line lying all rest sammers of Section 17 thence Southedayceriy alone said test Mortherly of laifered parties to viredison jest distance of 530 feet, more or lead to a constant Said Of det. ee curve line, thouch Sonth care the last described line a distarce of 30 ico. a fine lying as feet Bortherly or and prince line of the West log of the frondals we seem West Leg of the Irondals the track water water grack as a degree, [10 minute (500 fear radius) julyers a control toeth more or least, to the South little of Section to Westerly along the South Line of Section V co a line of Southwesterly of and parallel to said 97 dease. (contraction along a line court Indian, los he giretavorinos test Bi galed (rationil center line of said 37 degree; to aimte enter the training 36 Feet Southwesterly of the paralest to south the south tangent line: theace Northwesterly agency by a set trees intersected (being exement line "2") to a tree is the Southwesherly of and parallel to said to degrees travel thence Northwesterly along the last list well to the essement line 70") to a line 20.5 Sees Couch els of the parolle lite the debter dine of said Track aperas is broken Resterly and parallel with south treet weather by feet, more or less (being essenant line our to some dest Northerly of and peralled to the conter line to Truck have land things wasterly along the last line interrunced to make line of Screet Southerly of and parallel to see the true were conter line; thence Westerly along the last less takens and said line 399 feet wasterly of and paration to you of Section 2 to the point of beginnings all as the defeet of the South 400 feet of the South 1-4, i.e. of the South and the South 400 feet of Section 1, "couches or their a beare, la East of the Third Principal Meridian, and . a che Seeta the fiert of the West 1700 feet of the South West 174 or Sociich e Worth of the indian boundary line, Township I/ Worth, Rance in Cook County, Illinois

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EASEMENTS RELATING TO PARCEL NUMBER 2:

Easements created by grants from Chicago Pacific Corporation, Corporation of Delaware, to the Lasalle and Bureau County Railroad Company, Corporation of Illinois, contained in the quit claim deed dated January 8, 1985 and recorded February 11, 1985 as document 27439690 as follows:

Easement for railroad clearance purposes in compliance with order number 22 extending Northerly from said line being 7.5 feet Northerly of said Track Number 13 center line and extending Northerly from said line being 7.5 feet Northerly of and parallel to the center line of Track number 1; easement for railroad clearance purposes in compliance with order number 22 extending Southerly from that line being 6.5 feet Southerly of and parallel to the center line of Track Number 13; and easement for railroad embankment purposes being 20 feet in width extending from the Southerly sides of easement lines "A", "B", "C" and "D", and being 20 feet in width extending from the Northeasterly sides of those lines being 18 feet Northeasterly of and parallel to the 36 degree curve line and the 07 degree, 10 minute curve line and the tangent line connecting said lines; and

Easement for railroad maintenance access purposes across the East 399 feet of the South 400 feet of the South East 1/4 of Section 2, across the most reasonably direct and convenient routes;

All said easements for railroad clearance, railroad embankment and railroad maintenance being in the East 3°9 feet of the South 400 feet of the South East 1/4 of Section 2, the South 400 feet of Section 1, Township 37 North, Rance 14 East of the Third Principal Meridian, and in the South 400 seet of the West 1700 feet of Section 6, North of the Indian boundary line, Township 37 North, Range 15 in Cook County, Illinois

(Excepting the easements reserved to the Chicago Pacific Corporation in the quit claim deed recorded February 11, 1985 as document 27439690 for railroad clearance purposes to comply with order number 22 extending from the Southerly side of said lines being 7.5 feet Northerly of and parallel to the center line of Tracks Number 13 and Number 1, and an easement for railroad clearance purposes to comply editrder number 22 extending Northerly from a line being 7.0 feet Northerly of and parallel to the center line of Track number 14); all in the East 399 feet of the South 400 feet of Section 2, the South 400 feet of Section 1, Township 37 North, Range 14 East of the Third Principal Meridian, and in the South 400 feet of the West 1700 feet of the South West 174 of Section 6, North of the Indian boundary line, Township 37 North, Range 15 in Cook County, Illinois

SASSMENTS RELATING TO PARCEL MIMBER 2:

Basements Greated by grants from Chimopo Pacifit Carperston Corporation of Delaware, to the Lasalle and Burese Count Railroad Company, Corporation of Illinois, corveised in the quit claim deed dated January 8, 1985 and recorded Februar 1985 as document 27439650 as Echlows:

Easement for railroad clearance purposes in compilant order number 22 extending Northerly from said Track Number 13 deaver no out and parallal to the deater line bring V. the learning Northerly from said line bring V. the learning and clearance purposes is compilated with extending Southerly from the compilated for the center line of Track Musical and parallal to the center line of Track Musical Color width extending from the Southerly sides of calculations of and being 20 feet in width the former and parallal to the decree curve in the southerly sides of the lines being in the correction of and parallal to the decree curve in the langent curve curve in the langent correction.

Sasement for callroad maintenance access purposes some the gast 399 feet of the South Cast 1/3 of Saction 2, across the most reasonably direct and recover accordes:

All said easements for rationad clourabed rational established and railroad maintenance being in the Saut 300 foot of the South 400 feet of the South East 1/4 of Section 1, Township 37 Worth, Bange 14 days at the Third Principal verifier, and in the Scutz 16 test of the Lational Lation 1, Santh of the Scutz 16 test of the Lational Lat

(Exception in the quit claim deed to the children of Corporation in the quit claim deed control of the care as a decrement 27439590 for rational devalues and a control of times being 7.5 feet Northerly of the control of the control of the care and subject to the care as a control of the care and subject to the care and control of the care of the care and the care of the care of the control of

(Excepting Track number 3 reserved to the Chicago Pacific Corporation in the quit claim deed recorded February 11, 1985 as document 27439690 together with all track materials associated therewith and an easement for operation, use and removal thereof); all in the South 400 feet of Section 1, Township 37 North, Range 14 East of the third principal meridian, and in the South 400 feet of the West 1700 feet of Section 6, North of the Indian boundary line, Township 37 North, Range 15 in Cook County, Illinois

THE STRAND:

All the former railroad right of way of the Chicago Pacific Corporation conveyed by the quit claim deed recorded February 11, 1985 as downwent 27439690 in Sections 5 and 6 North of the Indian boundary line between the West line of South Chicago Avenue Easterly to the Southerly prolongation of the East line of the Strand (Avenue "O"), Township 37 North, Range 15 in Cook County, Illinois

Irondale Branch:

All of the former interest of the Chicago Pacific Corporation conveyed by the quit claim deed recorded February 11, 1985 as Document 27439690 in a strip or strips of land of varying widths constituting a railroad right of way beginning at the intersection of the center line of the South West Wye Track on the Irondale branch of the Chicago Pacific Corporation and the North line of Section 7, North of the Indian boundary line, Township 37 North, Range 15 East of the third principal meridian; thence Southerly through said Section 7 and through the West 1/2 of Section 7, South of the Indian boundary line and through Section 18, South of the Indian boundary line to a line 40 feet Southerly of and parallel to the North line of said Section 18, all in Township 37 North, Range 15 in Cook County, Illinois

Excepting and Excluding:

All the interest of the Chicago Pacific Corporation in the North 600 feet of the North West 1/4 of Section 7, North of the Indian boundary line lying Northeasterly of a line 25 feet Northeasterly of and parallel to the center line of grantor's Southwesterly Wye Tract for the Irondale Branch; all in Township 37 North, Range 15 in Cook County, Illinois

All of the interest of the Chicago Pacific Corporation in the North 50 feet of the West 350 feet of block 53 lying in the South West 1/4 of the South West 1/4 of Section 7, South of the Indian boundary line in Township 37 North, Range 15 in Cook County, Illinois

(Excepting Track number 3 reserved to the chieff of Corporation in the quit claim deed recorded best as as document 27439696 together with all reach the contact as associated therewith and an easement for opening thereof; all in the South too feet the cotton 37 North, Range 14 East of the white south 400 feet of the wass 1760 feet and in the South 400 feet of the wass 1760 feet of Section 6, North of the Undian boundary line, Toucsair Worth, Range 15 in Cook County, 1111 holds

THE STRAND:

All bhe former railroad right of way of the interpolation conveyed by the quit crim deed marked as account 27139630 in sections 5 and conveyed line between the west fine of Source Care avenue Basterly to the Southerly prolongation of the East line of the Strand (Avenue "O"), Township 37 North Reads in the County Illinois

Trondale Branch:

All of the former interest of the CN con residence conveyed by the quir claim deed recorded Felicery deed recorded Felicery deciment 27439590 in a strip or strip de the center include the Couth and the Check and the Couth line of Section 7, Auth of the center of the strip and through Section 3, South of the least of the center of the c

Excepting ctd Excluding:

All the interest of the Chicago Pacific Corporation
North All feet of the North West Lid of Section
Indian boundary line lying Northeasterly of Line 1
Northeasterly of and parallel to the center of the Southwesterly Wye Treet for the Londale Branch at Township 37 North, Ranga 15 in Cork County

All of the interest of the Chicago Entitions, and the Worth 50 feet of the West 150 feet of the West 174 of South West 174 of Section 7, Each of the Ludian boundary line to Township 37 North, Ranga 15 in Cock County, Ithats

PARCEL 3:

A parcel of land located in the North East 1/4 and the South 1/2 of Section 30, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, more particularly described as follows:

Commencing at a point on the East/West centerline of Section 30, 968 feet East of the West right-of-way line of the Regional Transportation Authority, Metropolitan Rail, Rock Island Division (RTA), being also the West right-of-way line of the former Suburran line of the Chicago, Rock Island and Pacific Railroad Company; thence Southwesterly along a straight (hereafter "Line A") to a point on a line parallel with and 300 feet East of said West right of way line, said point being 420 feet North of the south line of said Section 30, as measured along said parallel 1) re, which point is the point of beginning of the parcel herein described; thence Southwesterly along said line 300 feet East of and parallel with said RTA's West right-of way line to a point on a line 2,400 feet South of (as measured perpendicular to) and parallel with said East/West centerline of Section 30; the ce West parallel with said East/West centerline of Section 30 to a point on a line 250 feet East of (as measured perpendicular to) and parallel with said RTA's West right-of-way line, thence Southwesterly along said line 250 feet East of and parallel with said RTA's West right-of-way line to a point on the South line of Section 30; thence East along the South line of Section 30, a distance of 65 feet; thence Northeasterly along a line (Line B) making an angle of 60 Degrees with the South line of Section 30 to point of intersection with a line 700 feet North or (as measured perpendicular to) and parallel with the South line of Section 30; thence East along said line 700 feet North of and parallel with the South line of Section 30 to a point of intersection with a line 7.0 feet West of the centerline of ICC Trac: No. 10; thence Northeasterly along said line 7.0 feet West of and parallel with the centerline of ICC Tract No. 10 to a point of intersection with a line 6.5 feet East of and parallel with ICC Track No. 22; thence Southwesterly along said line 6.5 feet Easterly of and parallel with the centerline of ICC Track No. 22 to the East/West centerline of Section 30; thence East along the East/West centerline to the intersection with a line 10 feet Easterly of and parallel with the centerline of ICC Track No. 22; thence Southwesterly along said line 10 feet Easterly of and parallel with ICC Track No. 22 approximately 1,060 feet to a point of intersection with a line projected Easterly at a right angle to said Line A from a point 1,000 feet South of the East/West centerline of Section 30 as measured along said Line A; thence Northwesterly along said line projected Easterly from Line A, to a point of intersection with a line 10 feet Easterly of and parallel to the center line of ICC Track No. 81 (also known as house Track No. 4); thence Southwesterly along said

PARCEL 34

A parcel of land located in the Morth Rost 174 and the Son of 172 of Section 30, Township 37 North, Range 14, Sact of the Third Principal Meridian in Cook County, Illinois, sore particularly described as follows:

Commencial and a point on the East/West contesting of deepen 30, 958 feet East of the West vight of way fine or in Transportation Authority, Metropolices Edil, Sr. 2 10 Ulvision (RTA), being also the West right of way line former Subjition line of the Chicago, stock talmed eat Railroed Company: thence Southwesterly slowed a sound Concesting said a no dried & od ("A said" madissimu) feet East of said West right of way blue, sold Leeb North of the Booth Line of said Sericon 36 along said paralial line, which point is the great of the parcel herein described; thence sources. Tine 300 feet Yest of and parallel with sold ever right-of way line to a point on a line medsured perpendicular to) and paralic. Its considering cobberlingoffSection 33; thence west legaling with an East/West centerline of Soction 20 th a oright of the ract Rost of (as measured perpendicular to) and paratir said Min's wast right-of-way law spence Sufficient orly a wa said light 250 feet East of and parallel cutty seld usty a surright-colours wine to a point on the content that the thence East along the Soula line of Series ... see as 55 feet; thence Worthersterly slong a line (s an allighed to self divolend this assured by to expense of intersection with a line 700 foot worth of the course perpendicular to be the paralled with the coeff in the continuence 30; thence East olong said line 700 cost Marca of end carry a with the South line of Section 30 to a caret or a clear of with a line 7.0 feet West of the content of of .CC regge 10: thanco Wortheasterly along said line to took the tree parallel with the centerline of 100 trace Wo. 10 to intersection with a like 6.3 feet East of which will be Track on 22 f that to a lour bwearer ly olong said the se Rosterny of and parallel with the combertime on the reme 22 botthe Bast Meet deatherline of Section 10; the East/West wenterline to the intersection of the tead and and the land paragraphs of the first and the control of t No. 22; thence Southwesterly along and line to the of and parallel with ICC Track No. It approves there of to a point of intersection auth a line project of the color right angle to said bine a from a point 1,000 for the Sast/West centerline of Section 30 as madauce whose a har Armithence Worthwesterly along said line projected Easterly bind hy to a point of intersection with a time to the city of and puration to the center live of 100 reach woll at 110 known as house Track Wol 4); thence Southwester v a control

line 10 feet Easterly of and parallel to the centerline of said ICC Track No. 81, a distance of 250 feet; thence Northwesterly along a line projected at a right angle from Line A to a point on Line A; thence Southwesterly along Line A to the point of beginning.

Excepting therefrom the coal and other minerals underlying the surface of said land and all rights and easements in favor of mineral estate

PARCEL A:

An easement for the benefit of Parcel 3 for railroad purposes as created, limited and defined in a Grant thereof recorded May 21, 1987 as recument 87,274,668.

Permanent Tax Numbers: 25-30-200-003 Volume: 037

25-30-315-002 25-30-315-004 25-30-315-007 25-30-315-014 25-30-400-001

Said matter affects this and other property.

BLUE ISLAND PARCEL:

Commencing at a point on the East/West center line of Section 30, Township 37 North, Range 14 East of the Third Principal Meridian, being 968 feet Easterly of the right of way line of grantor's former suburban line; thence South esterly 1,000 feet to the point of beginning along a straight line (line "A") which intersects the intersection of a line 300 feet Easterly of and parallel to said West suburban right of way line with a line 420 feet Northerly of and parallel to the South line of said Section 30; thence at a right angle Northwesterly 100 feet, ("line "B"); thence at a right angle Northeasterly 950 feet to said East/West center line of Section 30; thence Easterly to said point on said East/West center line being 958 feet Easterly of said West suburban right of way; thence North 33 degrees, 15 minutes East, more or less, for 841.7 feet; thence Southeasterly at a right angle to a line 6.5 feet Westerly of and parallel to the center line of the former main Track Number 5 (local number 47) of the Chicago Pacific Corporation and also being on a line 6.5 feet Easterly of grantor's yard Track Number 22 center line as presently laid out and located; thence Southwesterly along said line being 6.5 feet Easterly of and parallel to the center line of yard Track Number 22 of said corporation to said East/West center line of Section 30; thence Easterly along the last line intersected to a line 10 feet Easterly of and parallel to the center line of said Track Number 22; thence Southwesterly along the last line

line lufteet Easterly of and parallel to the content to the content of ICC Track No. 81. a distance of 280 test, these littless along a line at the content on Line A: thence Southwesterly along hims a to the gold beginning.

Excepting therefrom the coal and other minerals underlying the surface of said land and all rights and nesembles in from mineral estate

PARCEL 4:

Ad essement for the benefit of Parcel 3 for rankingd process as created, limited and defined in a Grant thorses to creat the 21, 1987 as Document 87,274,668.

Permadent Tax Numbers: 25-30-200-003

250-315-002

25-30-315-004

25-30-315-007

25-30-315-014

25-30-400-001

Said matter affects this and other property.

BLUE ISHAND PARCEL!

Commencing of a point on the East/West descent like of Santifice 30, Township 37 Rotth, Range le Rast of the Sair Second Meridian, heing was teen Eusterly of the right of the grantories somer suborban line: cheese section of antito the point of beginning slang a strangle line () no which intersects the intersection of a line per that free every of acd paralle, to said went bubychar report of pre tied line 420 feet Without voi and parallel to the control to said Section 10; thence at a right and a mostawester to the term for the feety of t feet to gird Hast/West center line of Decklon स्कत्तंत्रं । हो Basteray to said point on said East/West carres 1700 miles to feet Rasterly of Gaid West suburban cique of were thead burde 33 degrees; 15 minuves East, more or deer cor direction thends Southeasterly at a right angle to a line of the Westerly of and parallel to the constraint of the time of Treck Number 3 (local number 47) of the Congress then I Corporation and also being on a time of the to the things of grantor's yard track Number M. cearer range as ger assorp the out and located; thence Southwesterly along by I they early feet Easterly of and parallel to the contor tire of the Mumber 2220f said Corporation to said East-read Tast-read Corporation Section 30; Timence, Easterly along the last time intersected to a line 10 feet Easterly of end parallel to the contex line said Track Number 22; thence Southwesterly along the last track

intersected 1060 feet, more or less, to the Easterly prolongation of said line "B"; thence Westerly along said prolongation of line "B" to a line 10 feet Easterly of and parallel to the center line of house Track Number 4; thence Southwesterly along the last line intersected 250 feet; thence Northwesterly at a right angle to said line "A"; thence Northeasterly along line "A" 250 feet to the point of beginning; all in Section 30, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois

BLUE ISLAND EASEMENTS-TRACK:

Easement reserved to Chicago Pacific Corporation, a corporation of Delaware grantor in the quit claim deed to Heartland Rail Corporation, a corporation of Iowa, dated October 4, 1984 and recorded October 11, 1984 as document 27289837 and further conveyed in the deed from Chicago Pacific Corporation, a corporation of Delaware, to LaSalle and Bureau County Railroad Company, a corporation of Illinois dated January 8, 1985 and recorded February 11, 1305 as document 27439690, described as being easement solely for railroad clearance purposes in order to comply with Illinois Cormerce Commission General Order effective November 1, 1920, is amended May 14, 1969, more particularly General Rules 10.1 through 10.5 inclusive, and Steam Railroad Rules 101.1 and 12).1 inclusive (order number 22) and being in particular that cosement described as extending Easterly of a line 7.0 Test Westerly of and parallel to the center line of yard Track Number 10 at Blue Island and that easement described as extending Lasterly of a line being 6.5 feet Easterly of and parallel to the center line of yard Track Number 22 at Blue Island (both easements being conveyed to grantee only as said easements are contiguous to the parcel of land at Blue Island herein described above \ (reserving to the grantor Blue Island Track Number 23 and an easement for railroad operating and clearance purposes sufficient to utilize and remove Blue Island Number 23) all in Section 30, Township 37 North, Range 14 East of the Third Principal Merid ar. in Cook County, Illinois

BLUE ISLAND EASEMENTS-ROADWAY:

Non-exclusive use, for existing facilities only, of that non-exclusive roadway and utilities easement reserved to William M. Gibbons, Trustee, predecessor of Chicago Pacific Corporation, in that condemnation by the Regional Transportation Authority in the United States District Court for the Northern District of Illinois, Eastern Division (case number 81C431), as said easement is described in II on page 21 of Exhibit 1 to the Final Judgment Order entered September 6, 1984, and further conveyed in the deed from Chicago Pacific Corporation, a corporation of Delaware, to LaSalle Bureau County Railroad Company, a corporation of Illinois; dated January 8, 1985 and recorded February 11, 1985 as document

intersected 1060 feet, more or less, to the society prolongation of said line "B"; thence besterly acres to prolongation of line "B" to a line 10 test waterly acres to be the context with the context line intersected to be society along the last line intersected to be worthwesterly at a right angle to said line "A" and line "A" line intersected to be soid line "A" line

BLUE ISLAND HASEMENTS-TRACK:

Rasement reserved to Chicago Pacific Corporation of Delaware, granter in the east claim died to beath Corporation, a corporation of lows, dated detect recorded October 11, 1984 as decument 27 89 88 conveyed in the deed from Chicago Foundle Conpa corporation of Delaware, to tasalle and ecresion paretion of 1112 and 18 corporation of 112 and 18 corporation of 112 and 18 corporation of 122 and 182 record#d@february 11, 1965 as document are 95000 being lasement solely for railsoad clostores prove colorons compilers in the colorons compilers of the color section of the color section of the color section in the color section of the color secti particularly Cemeral Rules 10.1 through 10. 22), sold being in particular than cassesso decenthe following Basterly of allino to floor where the classic will be to be a continued by to the center line of yard crack Number 30 at 800 to 180 or that lasement described at extending Contacty of the cold 6.5 funt Easterly of and porable to the occide the cold of Track Wunder-22 at 6 luc 181and (tota sersensers stated) to grantee daily asistiu easements are uppliqued to the condelication of the land harely described characteristics of the control of the drantor Blog Island Track Number 23 and an equation and relies as should be searco purposes set in pairing booties and remove Clue island Number 23) all in Section 23, Common 37 Forth, Yenge 14 East of the Third Frincipal meridian an Cock County, Illinois

BLUE TO LAND BASEMENTS-ROALFAY:

Non-exclusive use, for existing familities and consequence according to readway and utilities essention of the process of the

27439690, and described more particularly as follows: beginning at the intersection of the East/West center line of Section 30, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois and the West right-of-way of the trustee; thence East along the East/West center line of said Section 30 a distance of 850 feet, to a point, thence Southwesterly along a straight line, said line being Westerly of and parallel with line "A" as described in the first parcel described above, a distance of 950 feet, thence Northwesterly at a right angle to the last described line a distance of 30 feet, thence Northeasterly along a line 130 feet Vest of and parallel with said line "A", a distance of 820 feet, more or less, to a point, thence Northwesterly at a 45 degree arole to the last described line a distance of 80 feet, to a point, thence West along a line 30 feet South of and ine to

Of

Column Clerk's Office parallel with the East/West center line of said Section 30 to the West right-of-way line of the trustee; thence North along said right-of-way line to the point of beginning, in Cook County, Illinois

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27439590, and described more particularly as follows: beginning at the intermection of the East/West terres line of Section 30, Township 37 Borth, Range is fact of the Tale t Principal Meridian, in Cook County, Ellinois and the vistinght-of-way of the trustee; thence hast along the Enstance Center Line of Said Section 30 a distance of States. point, thence Southwesterly along a straight live, salu being Westerly of and parallel with line "A" as inserted the first parcel described above, a distance of son son thence Northwesterly at a right angle to the leve darge line aldistance of 30 feet, thence Forchanderly story 130 feet West of and parallel with said lice "A". A 820 feet, more or lass, to a point, thence dorrner 45 degree angle to the last described like a c faet, for a point, thence wit along a line to the paraliel with the Bast/Weslocenter line of section to the West right-of-way line to the trustee; thence both said right-of-way line to the point of beginning in Cock County, Illinois

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