COPY 5/

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT is made on December 29, 1992 by LAGROU COLD STORAGE PARTNERSHIP, an Illinois general partnership, ("Borrower") having its principal office at 3514 South Kostner Avenue, Chicago, Illinois 60632 and LASALLE NATIONAL BANK, a national banking association, having its main office at 120 South LaSalle Street, Chicago, Illinois ("Bank").

WITNESSETH:

Borrower holds fee simple in and to those two certain parcels of real estate located at 2055 West Pershing Road, Chicago, Illinois (the "Mercantile Parcel) and at 4551 South Racine Avenue, Chicago, Illinois (the "Hammond Parcel") each of which is legally described in <u>Exhibit A</u> attached herete and by this reference incorporated herein (collectively, the "Property"); and

Borrower has concurrently herewith executed and delivered to Bank a certain Term Note in the principal amount of Six Million Dollars (\$6,000,000) (the "Note"), which Note is secured by a mortgage (the "Mortgage") encumbering the Property and by other collateral documents in favor of Bank;

The partners of Borrower are the principal shareholders of LaGrou Cold Storage Corporation, an Illinois corporation ("LaGrou Corporation") which is justly indepted to Bank in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000) as evidenced by that certain Revolving Note executed by La Grou Corporation of even date herewith (the "Revolving Note").

NOW, THEREFORE, in consideration of the indebtedness evidenced by the Note and to secure (i) the payment of the principal and interest under the Note in accordance with the terms thereof, (ii) the payment by LaGrou Corporation of the principal and interest due under the Revolving Note in accordance with the terms thereof, including and any all extensions, modifications and

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:
Joy S. Goldman
Schwartz & Freeman
401 North Michigan
Suite 1900
Chicago, Illinois 60611

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renewals of each of the foregoing indebtedness, performance of the covenants and agreements herein contained by Borrower to be performed, (iv) all obligations of Corporation arising under that certain Loan and Security Agreement executed by LaGrou Corporation of even date herewith (the "Loan Agreement"), (v) the payment of all other indebtedness or obligations or liabilities of Partnership to Bank or Corporation to Bank of any and every kind and nature, howsoever created, arising or evidenced and howsoever owned, held or acquired, whether now or hereafter existing, whether indirect, absolute, contingent or obligations (including without limitations, of otherwise performance), whether joint, several or joint and several, and whether rising or existing under written or oral agreements or by operation of law, (vi) the performance of the covenants and agreements contained in any and all other documents executed by Borrower of delivered to Bank to evidence or further secure the obligations (i) Borrower and Corporation in connection with the Note and the Revolving Note, including, without limitation, the Loan Agreement, the Mczcgage, and those certain Continuing Unconditional Guaranties of even date herewith executed and delivered by Donald Schimek and James Scancel (the Note, this Mortgage, the Loan Agreement and the Revolving Note are collectively referred to herein as the "Loan Documents") and also in consideration of TEN DOLLARS (\$10.00), the receipt whereof is hereby acknowledged, the parties hereby agree as follows:

- Borrower does hereby sell, assign, Assignment Clause. transfer and set over unto Bank all right, title and interest of Borrower in and to all rents, issues, revenues, and profits of the Property, including, without limitation those leases and occupancy agreements identified on Exhibit B attached hereto, together with all right, title and interest of Borrower in and to any other leases or occupancy agreements which may be leveafter entered into for all or any portion of the Froperty (collectively, the "Leases"), and any and all extensions and renewals thereof, and including any security deposits or interests Therein now or hereafter held by Borrower and the benefit of any quarantees executed in connection with any of the Leases. This has ignment is absolute and is effective immediately; however, until notice is sent by Bank to the Borrower in writing that an event of default has occurred under the Note or under any other Loan Document (each such notice is hereinafter referred to as the "Notice"), Borrower may receive, collect and enjoy the rents, income and profits accruing from the Property.
- 2. Representations. Borrower represents and warrants that: (i) there is no Lease in effect with respect to the Property which is not listed on Exhibit B attached hereto; (ii) it has made no prior assignment or pledge of the rents assigned hereby or of the Borrower's interest in any of the Leases; (iii) to the best of Borrower's knowledge, no default exists in any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the



Leases; (iv) Borrower shall fulfill and perform each and every covenant and condition of each of the Leases by the landlord thereunder to be fulfilled or performed and, at the sole cost and expense of Borrower, enforce (short of termination of any of the Leases) the performance and observance of each and every covenant and condition of all such Leases by the tenants thereunder to be performed and observed; (v) to the best of Borrower's knowledge, none of the Leases have been modified or extended except as may be noted in Exhibit B; (vi) Borrower is the sole owner of the landlord's interest in the Leases; (vii) to the best of Borrower's knowledge, the Leases are valid and enforceable in accordance with their terms; and (viii) to the best of Borrower's knowledge, no prepay: (v) to fany installment of rent for more than one (1) month due under any of the Leases has been received by Borrower.

- 3. Negative Covenants of Borrower. Borrower shall not without Bank a prior written consent, (i) execute an assignment or pledge of the reats from the Property or any part thereof, or of the Borrower's interest in any of the Leases, except to Bank; (ii) modify, extend or otherwise alter the terms of any of the Leases; (iii) accept prepayments of any installments of rents to become due under any of the Leases for more than one (1) month; (iv) execute any lease of all or a substantial portion of the Property except for actual occupancy by the lessee thereunder, except with respect to a master lease between forrower and LaGrou Corporation, as lessee, pursuant to a lease approved by Bank; (v) in any manner impair the value of the Property; or (vi) permit the Leases to become subordinate to any lien other than a lien created by the Loan Documents or a lien for general real estate taxes not delinquent.
- Affirmative Covenants of Borrower. Borrower shall at its sole cost and expense (i) at all times promptly and faithfully abide by, discharge or perform all of the covenents, conditions and agreements contained in the Leases; (ii) enforce or secure the performance of all of the covenants, conditions and agreements of the Leases on the part of the occupants to be kept and performed; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases of the obligations, duties or liabilities of Borrower, as Lessoc, and of the occupants thereunder, and pay all costs and expenses of Bank, including reasonable attorneys' fees in any such action or proceeding in which Bank may appear; (iv) transfer and assign to Bank any and all Leases subsequently entered into, upon the same terms and conditions as are herein contained, and make, execute and deliver to Bank upon demand any and all instruments required to effectuate said assignment; (v) furnish to Bank, within ten (10) days after a request by Bank to do so, a written statement containing the names of all occupants of the Property or any part thereof, the terms of their respective Leases, the space occupied and the rentals payable thereunder; (vi) exercise within five (5) days of the demand therefor by Bank any right to request from the lessee under any of the Leases a certificate with respect to the

status thereof; (vii) furnish Bank promptly with copies of any notices of default which Borrower may at any time forward to any lessee of the Property of any part thereof; and (viii) pay immediately upon demand all sums expended by Bank under the authority hereof, together with interest thereon at the default rate provided in the Note.

- 5. Agreement of Borrower. (a) Should Borrower fail to make any payment or to do any act as herein provided for, then Bank, but without obligation so to do, and without releasing Borrower from any obligation hereof, may make or do the same in such manner and to such extent as Bank may deem necessary to protect the security hereof including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Bank, and also the right to perform and discharge each and every obligation, covenant and agreement of the Borrower in the Leases contained, and in exercising any such powers to incur and pay necessary costs and expenses, including reasonable attorneys' fees, all at the expense of Borrower.
- (b) This Assignment shall not operate to place responsibility for the control, management, care and/or repair of the Property upon Bank and Bank shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Leases, or under or by reason of this Assignment, and Barrover shall and does hereby agree to indemnify and to hold Bank haraless of and from any and all liability, loss or damage which it way or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases, except any such claims or demands resulting from the acts or actions of Bank. Showld Bank incur any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Borrower shall reimburse Bank therefor with interest at the detailt rate provided in the at immediately upon demand.
- (c) Nothing herein contained shall be construed as constituting Bank a "Mortgagee in possession" in the absence of the taking of actual possession of the Property by Bank, pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted Bank, no liability shall be asserted or enforced against Bank, all such liability being expressly waived and released by Borrower.
- (d) A demand on any lessee by Bank for the payment of the rent on any default claimed by Bank shall be sufficient warrant to

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the lessee to make future payment of rents to Bank without the necessity for further consent by Borrower.

- (e) Borrower does further specifically authorize and instruct each and every present and future lessee of the whole or any part of the Property to pay all unpaid rental agreed upon in any tenancy to Bank upon receipt of demand from Bank to pay the same, and Borrower hereby waives the right, claim or demand it may now or hereafter have against any such lessee by reason of such payment of rental to Bank or compliance with other requirements of Bank pursuant to this Assignment.
- Borrower hereby irrevocably appoints Bank as its true and lawful attorney with full power of substitution and with full power for Bank in its own name and capacity or in the name and capacity of Borrower from and after the service of the Notice of any default not having been cured, to demand, collect, receive and give complete acquitances for any and all rents, income and profits accruing from the subject Property, and at Bank's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, in its own name or otherwise, which Bank may deem necessary or pesirable in order to collect and enforce the payment of the rents, income and profits. Occupants of the subject Property are hereby expressly authorized and directed to pay any and all amounts due Borrows pursuant to the Leases directly to Bank or such nominee as Bank may designate in writing delivered to and received by such occupant, who are expressly relieved of any and all duty, liability or obligation to Borrower in respect of all payments so made.
- (g) In the event any lessee under the Leases should be the subject of any proceeding under the rederal Bankruptcy Code, as amended from time to time, or any other federal, state, or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Borrower covenance and agrees that if any of the Leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Bank, and any check in payment of damages for termination or rejection of any such Lease shall be made payable both to Borrowal and Bank. Borrower hereby assigns any such payment to Bank and further covenants and agrees that upon the request of Bank, it shall duly endorse to the order of Bank any such check, the proceeds of which shall be applied to whatever portion of the indebtedness secured by this Assignment Bank may elect.
- 6. Default. Upon, or at any time after, default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant, or agreement herein or in any of the Loan Documents or in the event of default under any of the Loan Documents, Bank may, at its option, from and after the Notice and expiration of applicable period of grace, if any, and without regard to the adequacy of the security for the indebtedness hereby secured, either in person, or by agent with or without bringing any

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action or proceeding, or by receiver to be appointed by a court, enter upon, take possession of, manage and operate the Property or any part thereof; and do any acts which Bank deems proper to protect the security hereof; and, either with or without taking possession of said Property, in the name of Borrower or in its own name sue for or otherwise collect and receive such rents, issues, profits, and advances, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including, but not being limited to, reasonable attorneys' fees, management fees and broker's commissions, upon any indebtedness secured hereby, and in such order as Bank may determine. Bank reserves, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted, and shall not be accountable for more monies than it actually receives from the Property. The entering upon and taking possession (said Property or the collection of such rents, issues, profits and advances and the application thereof, as aforesaid, shall not cure or waive any default under the Loan Documents or the Note. Borrower agrees that it shall facilitate in all reasonable ways bank's collection of said rents, and shall, upon request by Bank, promptly execute a written notice to each lessee directing the lessee to pay rent to Bank.

- Bank's Right to Exercise Remedies. No remedy conferred upon or reserved to Bank hereim or in the Loan Documents or the Note or in any other agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy, and all representations herein and in the Note or the Loan Documents, contained shall be cumulative and concurrent, and shall be in addition to every other remedy given hereunder and thereunder or now or hereafter existing at law or in equity or by statute. remedies may be pursued singly, successively or together against Borrower and/or the Property at the sole discretion of Bank. No delay or omission of Bank to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquiescence therein, and every power and remedy given by this Assignment to Bank may be exercised from time to time as often as may be deemed expedient by Bank.
- Defeasance. As long as there shall not have occurred a default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant, or agreement contained herein, or in the Note or Loan Documents, Borrower shall have the right to collect upon, but not prior to accrual, all rents, issues, profits and advances from the Property and to retain, use an enjoy Upon the payment in full of all indebtedness secured hereby and the compliance with all obligations, covenants and agreements herein and in the Note and the Loan Documents, this Assignment shall become and be void and of no effect, but the affidavit of any officer of Bank showing any part of said indebtedness remaining unpaid or showing non-compliance with any

such terms of conditions shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person may and is hereby authorized to rely thereon.

- Waivers (a) To induce Bank to accept this Assignment, Borrower irrevocably agrees that, subject to Bank's sole and absolute election, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, HANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS ASSIGNMENT. THE LOAN DOCUMENTS, CR THE PROPERTY, SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS. BORROWER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURTS LOCATED WITHIN SAID CITY AND STATE. Borrower hereby irrevocably appoints and designates the Secretary of State of Illinois, whose address is Springfield, Illinois (or any other reason having and maintaining a place of business in such state whom Borrower may from time to time hereafter designate upon ten (10) days written notice to Bank and who Bank has agreed in its sole discretion in writing is satisfactory and who has executed an agreement in form and substance satisfactory to Bank agreeing to act as such attorney and agent), as Borrower's true and lawful attorney and duly authorized agent for acceptance of service of legal process. Borrower agrees that service of such process upon such person shall constitute personal service of such process upon BOITOWER. BORROWER HEREBY WIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST BORROWER BY BANK IN ACCORDANCE WITH THIS PARAGRAPH.
- (b) BORROWER HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WHICH PERTAINS DIRECTLY OR INDIRECTLY TO THIS ASSIGNMENT, ANY OF THE LOAN DOCUMENTS, THE INDEBTEDNESS SECURED HEREBY, THE PROPERTY, ANY ALLEGED TORTIOUS CONDUCT BY BORROWER OR BANK OR WHICH, IN ANY WAY, DIRECTLY OR INDIRECTLY, ARISES OUT OF OR RELATES TO THE RELATIONSHIP BETWEEN BORROWEK AND BANK. IN NO EVENT SHALL BANK BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES.
- 10. <u>Miscellaneous</u> (a) This Assignment may not be modified, amended, discharged or waived orally, except by an agreement in writing and signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought.
- (b) The covenants of this Assignment shall bind the Borrower, the successors and assigns of Borrower, all present and subsequent encumbrances, occupants and sub-occupants of the Property or any part thereof, and shall inure to the benefit of Bank, its successors and assigns.
- (c) As used herein the singular shall include the plural as the context requires, and all obligations of each Borrower shall be joint and several.

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- (d) The article headings in this instrument are used for convenience in finding the subject matters, and are not to be taken as part of this instrument, or to be used in determining the intent of the parties or otherwise in interpreting this instrument.
- (e) In the event any one or more of the provisions contained in this Assignment or in the Note, or in the Loan Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Bank, not affect any other provision of this Assignment, but this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contain herein or therein.
- (f) This Assignment shall be governed by and construed in accordance with the laws of the State in which the Property is located.
- (g) Each Notice given pursuant to this Assignment or other written communication required hereunder shall be sufficient and shall be served as provided in the Mortgage. Any time period provided in the giving of any Notice hereunder shall commence upon the third day following the date such Notice is deposited in the mail.
- (h) The term "Borrower" and "Bank" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply the same effect whether the parties are of the masculine or femining gender, corporate or other form, and the singular shall likewise include the plural.
- (i) This Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.
- (j) Bank acknowledges that Borrower shall further encumber the Property (and the Leases) to secure that certain indebtedness of Borrower in the principal amount of \$1,250,000 (the "Subordinated Loan") in favor of Kelwich Realty Partnership, an Illinois general partnership ("Subordinate Lender"). All rights and interests of Subordinate Lender in and to the Property or any interest therein or portion thereof, and to the repayment of the Subordinate Loan, are and shall be, in all respects, subject and inferior to the liens, rights and interests of Bank.

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IN WITNESS WHEREOF, the undersigned has caused those presents to be signed on the day and year first above written.

> LA GROU COLD STORAGE PARTNERSHIP an Illinois general partnership

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STATE OF ILLINOIS)) SS
COUNTY OF COOK)
in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Daniel Sick and Daniel Started
personally known to me and known by me to be the general partners of LaGrou Cold Storage Partnership, in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and
voluntary act of said partnership, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this His day of December, 1997.
Wotary Public
Motaly Fabile
My Commission Expires:
Toolife Commission

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EXHIBIT B

SCHEDULE OF LEASES

Lease Dated December 29, 1092 between LaGrou Cold Storage Partnership Colling Control asLandlerd and LaGrou Cold Storage Corporation as Tanant

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ORDER NUMBER: 1401 007402575 D2

STREET ADDRESS: 455/ South RACHE

CITY:

Chicago COUNTY: COOK

TAX NUMBER: 20-05-200-012

LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF LCA 8 IN STOCK YARDS SUBDIVISION OF THE EAST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 LAST OF THE THIRD PRINCIPAL MEPIDIAN, IN COOK COUNTY, ILLINOIS, INCLUDED WITHIN A PARCEL OF LAND BOUNDED AND DESCRIBED AS POLLOWS: BEGINNING ON A LINE WHICH IS 1122.96 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 OF SECTIOE 5, AT A POINT THEREON WHICH 15 188.45 FEET NORTH FROM THE SOUTH LINE OF SAID LOT 2, SAID SOUTH LINE BEING THITICAL WITH THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5, AND RUNNING THENCE EAST ALONG A LINE, 788.45 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2, A DISTANCE OF 204.64 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 87.85 FEET? THENCE WEST ALONG A LINE 700.60 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2. A DISTANCE OF 87.85 FEET? THENCE WEST ALONG A LINE 700.60 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2. A DISTANCE OF 87.85 FEET? THENCE WEST ALONG A LINE 700.60 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2. ADD THENCE NORTH ALONG SAID LAST DESCRIPE? PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 AND THENCE NORTH ALONG SAID LAST DESCRIPE? PARALLEL LINE, A DISTANCE OF 87.85 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2:

92981500

THAT PART OF LOT 8 IN STOCK MARDS SUBDIVISION OF THE FAST 1/2 OF SECTION 5, TOWNSHIP 38 MORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS POLICUS:: BEGINNING ON THE WEST LINE OF SAID LOT 8, BRING A LINE 1122.96 FRET EAST FROM AND PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 OF SECTION 5, AT A POINT THEREON WHICH IS 411.00 FEET NORTH FROM THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5; AND FUNDING THEMCE EAST ALONG A LINE WHICH IS 411.00 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5, A DISTANCE OF 141.75 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 8, A DISTANCE OF 62.00 FEET TO A POINT WHICH IS 349.00 FF. NORTH FROM THE SOUTH LINE OF SAID BAST 1/2 OF SECTION 5; THENCE BAST ALONG A LINE 349 00 FEB! MORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID BAST 1/2 OF SECTION 5, A DISTANCE OF 452.55 PEET; THENCE NORTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 194.74 FEET A DISTANCE OF 105.17 FEET TO A POINT WHICH IS 376.79 FEET WORTH FROM THE SOUTH LINE AND 831.42 FEET WEST FROM THE EAST LINE OF SAID EAST 1/2 OF SECTION 5; THENCE NORTH ALONG A STRAIGHT LINE, A DISTANCE OF 226.93 PEET TO A POINT WHICH IS 603.72 PEET NORTH FROM THE SOUTH LINE AND 831.13 FEET WEST FROM THE BAST LINE OF SAID BAST 1/2 OF SECTION 5; THENCE NORTHWESTMARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 478.34 FEST, A DISTANCE OF 270.85 FEST TO A POINT WHICH IS 788.45 FEST NORTH FROM THE SOUTH LINE AND 1023.77 FEET WEST FROM THE EAST LINE OF SAID EAST 1/2 OF SECTION 5; THENCE WEST ALONG A LINE 788.45 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5, A DISTANCE OF 501.77 PERT TO ITS INTERSECTION WITH SAID WEST LINE OF LOT 8 AND THENCE SOUTH ALONG SAID WEST LINE OF LOT 8, A DISTANCE OF 377.45 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PART OF LOT 8 IN STOCK YARDS SUBDIVISION OF THE RAST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, INCLUDED WITHIN A PARCEL OF LAND BOUNDED AND DESCRIBED AS POLLOWS:: BEGINNING ON A LINE WHICH IS 1122.96 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SAID BAST 1/2 OF SECTION 5, AT A POINT THEREON WHICH IS 788.45 FRET NORTH FROM THE SOUTH LIBER OF SAID LOT 8, SAID SOUTH LOT LINE BEING IDENTICAL WITH THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5, AND RUNNING THENCR EAST ALONG A LINE 788.45 FEST NORTH FROM AND PARALLEL WITH THE



UNOFFICIAL COPY CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007402575 D2

STREET ADDRESS: 4551 S. Racine

CITY: Chicago IL COUNTY: COOK

TAX NUMBER: 20 .05-200-048

LEGAL DESCRIPTION:

SOUTH LINE OF SAID EAST 1/2, A DISTANCE OF 204.84 FEBT; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 87.85 FEBT; THENCE WEST ALONG A LINE 790.60 FEBT NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2, A DISTANCE OF 204.84 FEBT TO ITS INTERSECTION WITH SAID LINE 1122.26 FEBT EAST FROM AND PARALLEL WITH WEST LINE OF SAID LAST 1/2; THENCE NORTH ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 87.85 FEBT TO THE POINT OF BEGINNING, IN COCK COUNTS, ILLINOIS

PARCEL 3:

EASEMENT FOR THE BENEFIT OF EAPCILS 1 AND 2 FOR INGRESS AND EGRESS CREATED BY GRANT DATED MARCH 13, 1978 AND RECORDED MARCH 14: 1978 AS DOCUMENT 24361895 FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OVER AND ACROSS THE POLLOWING DESCRIBED PARCELS OF REAL ESTATE:

A STRIF OF LAND, 20 FEET WIDE, COMPRISED OF A PART OF EACH OF LOTS 8, 10, AND 11 IN STOCK YARDS SUBDIVISION OF THE EAST HALF OF SECTION 6, TOWNSHIP 38 MORTH, RANGE 14 BAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLIFOIS, SAID STRIP OF LAND BEING 10 FEET IN WIDTH ON EACH SIDE OF A CENTER LINE (AND A WASTARD EXTENSION THEREOF) DESCRIBED AS POLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WESTERLY LINE OF SAID LOT 11, WITH A LINE 986.16 FRET NORTH FROM AND PARALLEL WITH THE SOUTH DINE OF THE BAST HALF OF SAID SECTION 5. (SAID POINT OF INTERSECTION BEING 124.07 FEST, MEASONAD ALONG SAID PARALLEL LINE, EAST FROM THE WEST LINE OF SAID EAST HALF OF SECTION 5), AND PURNING THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 118.20 FEET; THENCE EASTWARDLY ALONG THE ARC OF A CIRCLE WHICH IS CONVEX TO THE SOUTH, HAS A RADIUS OF 100 FERT AND IS TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 52.36 FEET; THENCE EASTWARDLY ALONG A STRAIGHT LINE, TANGENT TO SAID LAST DESCRIBED COURSE, A DISTANCE OF 20.09 FEET; THENCE EASTWARDLY FLOWS THE ARC OF A CICLE WHICH IS CONVEX TO THE NORTH, HAS A RADIUS OF 190 FEET AND IS TANGENT TO THE LAST DESCRIBED COUPSE, A DISTANCE OF 52.36 FERT TO A POINT OF TANGENT ON THE NURTH LINE OF SAID LOT 11; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 11 (SAID NORTH LINE BEILG 1023 PEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID EAST HALF OF SECTION 5) A DISTAPLE OF 826.25 FERT; THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 100 FEBT, A DISTANCE OF 156.90 FEBT TO A POINT OF TANGENT ON A LIFE 1285.80 FEBT EAST PROM AND PARAILEL WITH THE WEST LINE OF SAID EAST HALP OF SECTION 5; AND THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE (AND SOUTHWARD EXTENSION THEREOF), A DISTANCE OF 134.73 FEET TO AN INTERSECTION WITH A LINE 788.45 FEET MORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID BAST HALF OF SECTION 5.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 FOR INGRESS AND EGRESS CREATED BYEASEMENT
AGREEMENT RECORDED OCTOBER 22, 1969 AS DOCUMENT 20992913 MADE BY AND BETWEEN THE UNION
STOCKYARD AND TRANSIT COMPANY OF CHICAGO, A CORPORATION OF ILLINOIS AND AMERICAN MATIONAL
BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENTS DATED SEPTEMBER 1, 1965
AND KNOWN AS TRUST NUMBER 22202, AND DATED AUGUST 1, 1968 AND KNOWN AS TRUST NUMBER 27077,
OVER AND ACROSS THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

Property of Coof County Clark's Office



UNOFFICIAL COPY CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007402575 D2

STREET ADDRESS: 4551 S. Placivie

Chicago 12 CITY: TAX NUMBER: 20-05-200-046

COUNTY: COOK

LEGAL DESCRIPTION:

A PARCEL OF LAND IN LOT 2 IN STOCK YARDS SUBDIVISION OF THE BAST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN: SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS POLLOWS:

BEGINNING AT A POINT WHICH IS 956.46 FEBT NORTH FROM THE SOUTH LINE AND 37.14 FEBT BAST FROM THE WEST LINE OF SAID WAST 1/2 OF SECTION 5 AND RUNNING THENCE NORTHWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 33.30 FEET TO A POINT WHICH IS 989.69 FEET NORTH FROM THE SOUTH LINE AND 39.45 FEET BAST FROM THE WAST LINE OF SAID EAST 1/2 OF SECTION 5; THENCE BASTWARDLY ALONG A STRAIGHT LINE A DISTANCE 84.32 FEET TO A POINT 995.32 FEET NORTH FROM THE SCUTH LINE OF SAID BAST 1/2 OF SECTION 5 AND ON TO LINE BETWEEN LOTS 11 AND 12 IN SAID STOCK YARD'S SUBDIVISION, (SAID LINE BETWEEN 1973 11 AND 12 BEING ALSO THE EASTERLY LINE OF THE LANDS OF THE CHICAGO RIVER AND INDIANA RAIDROAD COMPANY); THENCE SOUTHWARDLY ALONG THE LINE BETWEEN LOTS 11 AND 12, SAID LINE BEING THE DRC OF A CIRCLE, CONVEX TO THE WEST AND HAVING A RADIUS OF 600 FEET, A DISTANCE OF 33.00 FEET TO A POINT 962.41 FEET NORTH FROM THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5 AND THENCE WESTWAPPLY ALONG A STRAIGHT LINE A DISTANCE OF 89.00 Sunt Clort's Office FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS



UNOFFICIAL COPY CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007402574 D2

STREET ADDRESS: 2055 West Persons
CITY: Q Meago COUNTY: COOK

TAX NUMBER: 20.06-100-076 20-06-100-013 20-06-100-015

20-06-100-079 20.06-100-014 20-06-100-016

LEGAL DESCRIPTION:

THE POLLOWING DESCRIBED REAL ESTATE LOCATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

PARCEL 1: THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 HORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN A LIME PARALLEL TO AND 33 FEET SOUTH OF THE MORTH LINE AND 641.32 FEET WEST OF THE EAST LINE OF SAID MORTHWEST 1/4 OF SECTION 6; THENCE SOUTH AT RIGHT ANGLES TO SAID PARALLEL LINE 310 FEET; THIRDS EAST ON A LINE PARALLEL TO THE MORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6 125.93 FEET TO A POINT; THENCE MORTHEASTERLY ON A CURVE CONVEX TO SOUTHEAST WITH A RADIUS OF 371 FEET A DISTANCE OF 18.36 FEET TO A POINT WHICH IS 325.86 FEET SOUTH OF THE MORTH LINE AND 509.6 FEET WEST OF THE EAST LINE OF SAID MORTHWEST 1/4 OF SECTION 6; THENCE MORTH ON A LINE AT RIGHT ANGLES TO A LINE PARALLEL TO AND 33 FEET SOUTH OF THE MORTH LINE OF SAID MORTHWEST 1/4 OF SECTION 6, DISTANCE OF 192.86 FEET; THENCE WEST ON LAST DESCRIBED PARALLEL LINE BEING ALSO THE SCUTA TIME OF WEST 39TH STREET, 132.5 PEET TO THE PLACE OF BEGINNING;

PARCEL 2: ALSO THAT PART OF THE MORTHPOST 1/4 OF THE MORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLIOWS: BEGINNING AT A POINT 33 FEET SOUTH OF THE MORTH LINE AND 376.32 PRET WEST OF THE EAST LINE OF THE MORTHEAST 1/4 OF THE MORTHWEST 1/4 OF SAID SECTION 6; THENCE WEST ALONG A LINE 33 PEET SOUTH OF AND PARALLEI WITH THE MORTH LINE OF THE MORTHEAST 1/4 OF SAID MORTHWEST 1/4 A DISTANCE OF 132.5 FEET TO A POINT; THENCE SOUTH ALONG A STRAIGHT LINE MAKING AN ANGLE OF 90 DEGREES WITH LAST DESCRIBED LIFE A DISTANCE OF 292.86 FEET TO A POINT; THENCS MORTHEASTERLY ALONG A CURVED LINE CONVER TO THE FORTHWEST WITH A MADIUS OF 300 FEET TO A POINT 132.5 FEET EAST OF THE LAST DESCRIBED STRAIGHT LINE, MEASURED AT RIGHT ANGLES THERETO; SAID POINT BEING 199.19 FEET SOUTH OF THE MORTH LINE, MEASURED AT RIGHT ANGLES THERETO; SAID POINT BEING 199.19 FEET SOUTH OF THE MORTH LINE OF THE MORTHEAST 1/4 OF SAID MORTHWEST 1/4; THENCE MORTH ALONG A STRAIGHT LINE A DISTANCE OF 166.19 FEET TO THE PLACE OF BEGINNING;

PARCEL 3: ALSO THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHI' 3) NORTH, RANGE 14 BAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED 15 POLLOWS: BEGINNING AT A FOINT 33 FEET SOUTH OF THE NORTH LINE AND 691.39 FEET WEST OF THE NORTHBAST CORNER OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE SOUTH ON A STRAIGHT LINE AT RIGHT ANGLES TO THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6,500 FEET; THENCE WEST ON A STRAIGHT LINE PARALLEL TO AND 533 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6,308 FEET; THENCE NORTH ON A STRAIGHT LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE TO A POINT 33 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6, SAID POINT BEING 999.39 FEET WEST OF THE RAST LINE OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE BAST ON A STRAIGHT LINE PARALLEL TO AND 33 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6, 308 FEET TO THE PLACE OF BEGINNING;

PARCEL 4: THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF WEST PERSHING ROAD WHICH IS 33 FEET SOUTH OF THE NORTH LINE OF THE MORTHWEST 1/4 OF SECTION 6, SAID POINT BEING 691.39 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4; THENCE SOUTH ALONG A LINE DRAWN AT RIGHT ANGLES TO THE SAID SOUTH LINE OF WEST PERSHING ROAD A DISTANCE OF 500 FEET MORE OR LESS TO ITS INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 371 FEET, SAID CURVE BEING DRAWN FROM A FOINT 573 FEET SOUTH OF THE NORTH LINE AND 860 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4 TO A POINT 325.86 FEET SOUTH OF THE NORTH LINE AND 509.6 FEET WEST OF



CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007402574 D2 STREET ADDRESS: 2055 W Perking

CITY: CLUBER COUNTY: COOK

TAX NUMBER: 20-04-100-076

-04-100-076 20.66-100.013 20.04-100-015 20-06-100-079 20-06-140-014 20-06-100-016

LEGAL DESCRIPTION: 20-06 -/66 -075

THE EAST LINE OF THE SAID NORTHWEST 1/4; TRENCE MORTHBASTERLY ALONG SAID CURVED LINE TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 50.07 FRET EAST OF THE AFOREMENTIONED LINE DRAWN AT RIGHT ANGLES TO THE SAID SOUTH LINE OF WEST PERSHING ROAD; THERCE NORTH ALONG SAID PARALLEL LINE A DISTANCE OF 469.79 FRET MORE OR LESS TO ITS INTERSECTION WITH THE SAID SOUTH LINE OF WEST PERSHING ROAD A DISTANCE OF 50 FIE! TO THE POINT OF BEGINNING;

PARCEL 5: THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 MORTH, RANGE 14 BAST OF THE THIRD PRINCIPAL MERITIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: beginning at the intersection of a live drawn at right angles to the worth line of the said MORTHWEST 1/4 OF SECTION 6 FROM A POINT WHICH IS 999.3 FEET WEST OF THE MORTHWAST CORNER THERBOP, WITH THE SOUTH LINE OF THE HORTH 533 FEET OF THE SAID NORTHWEST 1/4; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 513 FEET A DISTANCE OF 308 FEET MORE OR LESS TO ITS INTERSECTION WITH A CURVED LINE COPYRX TO THE SOUTHEAST HAVING A RADIUS OF 371 PEET, THE SAID CURVE BRING DRAWN FROM A POINT FOR FEET SCOTH OF THE SCRTH LINE AND 860 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4 TO A POINT 325.86 FEET SOUTH OF THE NORTH LINE AND 509.5 FERT WEST OF THE EAST LINE OF THE MODITIMEST 1/4; THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED CURVED LINE TO A POINT IN THE SCOTH LINE OF THE HORTH 573 FEST, SAID POINT BEING 560 FRET WEST OF THE EAST LINE OF THE SAID NOR FWEST 1/4; THENCE WESTERLY ALONG THE SOUTH LINE OF THE MORTH 573 FEET A DISTANCE OF 140.7 (WEST MORE OR LESS TO ITS INTERSECTION WITH THE EXTENSION OF THE AFOREMENTIONED LINE DRAWN AT JUGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4; THENCE NORTH ALONG SAID LINE DRAWN AT PIGHT ANGLES TO THE MORTH LINE OF THE SAID NORTHWEST 1/4 A DISTANCE OF 40 FEET TO THE POINT OF REGINEING;

PARCEL 6: THAT PART OF THE MORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS POLLOWS: BEGINNING AT A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID MORTHWEST 1/4 OF SECTION 6 FROM A POINT WHICH IS 990.3 FEET WEST OF THE MURTHEAST CORNER THEREOF, WHICH POINT OF BEGINNING IS 393 FEET SOUTH OF THE NORTH LINE OF THE SAID NORTHWEST 1/4 OF SECTION 6; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX TO THE BAST WITH A RADIUS OF 270 FEST AN ARC DISTANCE OF 149.75 PEST MORE OR LESS TO A POINT IN THE SOUTH LINE OF THE NORTH 533 PERT OF THE SAID NORTHWEST 1/4 OF SECTION 6, THE SAID POINT BEGINNING 47.5 FEET WEST OF THE SAID LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID MORTHWES: 1/4; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 3.72 FEBT MORE OR LESS TO A POINT 535.76 PERT SOUTH OF THE NORTH LINE OF THE SAID NORTHWEST 1/4 50 FRET WEST OF THE SAID LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4; THENCE SCUTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHRAST WITH A RASIUS OF 193.13 FEET AN ARC DISTARCE OF 51.88 FEST MORE OR LESS TO A POINT IN THE SOUTH LINE OF THE NORTH 573 FEST OF THE SAID MORTHWEST 1/4, SAID POINT BRING 85.89 FRET WEST OF THE SAID LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4 THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 573 FEET OF THE SAID NORTHWEST 1/4 A DISTANCE OF 85.89 PRET TO ITS INTERSECTION WITH THE AFOREMENTIONED LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 6; THENCE NORTH ALORG SAID LINE DRAWN AT RIGHT ANGLE A DISTANCE OF 180 FEET TO THE POINT OF BEGINNING;

