# 97493173

### **UNOFFICIAL COPY**

#### ACKNOWLEDGEMENT AND CONSENT AGREEMENT

This Acknowledgement and Consent Agreement ("Agreement") is made and entered into as of the 4th day of April, 1997 between the City of Chicago by and through its Department of Planing and Development (the "City") and American National Bank and Trust Company of Chicago, a national banking association (the "Bank")

WITNESSETH:

DEPT-01 RECORDING \$57.50
T\$2222 TRAN 0828 07/09/97 10:40:00
\$1482 \$ KB #-97-493173
COOK COUNTY RECORDER
DEPT-10 PENALTY \$54.00

WHEREAS, the Bank is financially interested in OSI Industries, Inc., a Delaware corporation (the "Developer"), in that the Developer executed: (i) that certain Mortgage, Security Agreement and Assignment of rents and leases from American National Bank and Trust Company of Chicago at Trustee under Trust Agreement dated September 5,, 1986 and known as Trust No. 067912-06 (the "Trustee") dated December 19, 1986; (ii) that certain Mortgage, Security Agreement and Assignment of Rents and Leases from the Trustee to the Bank dated March 19, 1987; and (iii) that certain Mortgage Modification Agreement dated June 1, 1993 between the Trustee and the Bank (collectively, the "Bank Agreements"), creating a first mortgage and security interest in favor of the Bank, in certain real property logally described on Exhibit A hereto (the "Property") in connection with the rehabilitation of an approximately 104,500 square foot food processing/production facility and the construction of a new 20, 01 square-foot addition (the "Project"); and

WHEREAS, the Developer desires to enter into a certain Redevelopment Agreement with the City in order to obtain additional financing for the Project (the "Redevelopment Agreement", referred to herein along with various other agreements and documents related thereto as the "City Agreements");

WHEREAS, pursuant to the Redevelopment Agreement, the Developer will agree to be bound by certain covenants expressly running with the land, at set forth in Sections 8.02, 8.05 and Exhibit K of the Redevelopment Agreement (the "City Encumbrances");

WHEREAS, the City has agreed to enter into the Redev comment Agreement with the Developer as of the date hereof, subject, among other things, to (a) the execution by the Developer of the Redevelopment Agreement and the recording thereof as an encur brance against the Property; and (b) the Bank's acknowledgment and consent to the exercise of City Encumbrances; and

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Bank and the City agree as hereinafter set forth:

- 1. <u>Acknowledgement</u>. The Bank acknowledges the existence and purposes of the Redevelopment Agreement and that the Redevelopment Agreement contains the City Encumbrances.
- 2. <u>Cross-Default</u>. Any event of default under the Bank Agreements, after the expiration of all applicable cure periods, if any, shall constitute an event of default under the City Agreements. 5

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- 3. <u>Notice of Default</u>. The Bank shall endeavor to give to the City, and the City shall endeavor to give to the Bank, written notice of any material default known to such lender pursuant to the City Agreements or the Bank Agreements, respectively.
- 4. <u>Waivers</u>. No waiver shall be deemed to be made by the City or the Bank of any of their respective rights hereunder, unless the same shall be in writing, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the City or the Bank in any other respect at any other time.
- 5. Governing Law: Binding Effect. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws and decisions of the State of Illinois, without regard to its conflict of laws principles, and shall be binding upon the inure to the benefit of the respective successors and assigns of the City and the Bank.
- 6. Section Titles: Plurals. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto. The singular form of any word used in this Agreement shall include the plural form.
- 7. Notices. Any notice required hereunder shall be in writing and addressed to the party to be notified as follows:

If to the City:

City of Chicago

Department of Planning and Development

121 North LaSalle Street, Room 1000 Chicago,

Illinois 69692

Attention: Commissioner

With a copy to:

City of Chicago

Department of Law

121 North LaSalle Street, Room 511

Chicago, Illinois 60602

Attention: Finance and Economic Development

Division

If to the Bank:

The American National Bank and Trust Company

33 North LaSaile Street, Second Floor

Chicago, Illinois 60690

Attention: Ms. Laura Rotheler

or to such other address as either party may designate for itself by notice. Notice shall be deemed to have been duly given (i) if delivered personally or otherwise actually received, (ii) if sent by overnight delivery service, (iii) if mailed by first class United States mail, postage prepaid, registered or certified, with return receipt requested, or (iv) if sent by facsimile with facsimile confirmation of

Property of Cook County Clerk's Office

receipt (with duplicate notice sent by United States mail as provided above). Notice mailed as provided in clause (iii) above shall be effective upon the expiration of three (3) business days after its deposit in the United States mail. Notice given in any other manner described in this paragraph shall be effective upon receipt by the addressee thereof; provided, however, that if any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender.

Counterparts. This Agreement may be executed in two or more counterparts, 8. each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

IN WITNESS WHEREOF, this Act	cnowledgement and Consent has been signed a
of the date first written above.	
ATTEST:	AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
By:  Its: Comment MANNING  ASSOCIATE	By:
775.3 OCTUTE	CITY OF CHICAGO
	By:
	As: Commissioner,
,	Department of Planning and Development
ACKNOWLEDGED AND AGREED THIS DAY OF, 1997:	C
OSI INDUSTRIES, INC.,	
a Delaware corporation  By: 6 M	By: Gurye Ciloyanshi
David G. McDonald	George A. Krzesinski)
Senior Vice President - Finance and Director of Operations	Vice President - Finance
AMERICAN NATIONAL BANK AND TRUST	COMPANY OF CHICAGO,
NOT INDIVIDUALLY BUT AS TRUSTEE UN	DER TRUST AGREEMENT
DATED SEPTEMBER 5, 1986 AND KNOWN	AS TRUST NO. 067912-06
Attestation not required by American National  Developed and Trust Company of Chicago Bylaws	Bi Shurd Forewheld

This instrument is executed by the undersigned Land Trustee, not personally trul solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, coverants, undertakings and agreements herein made on the part of the Trustee are undertaken by it inclely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, Indennity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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overnight delivery service, (iii) if mailed by first class United States mail, postage prepaid, registered or certified, with return receipt requested, or (iv) if sent by facsimile with facsimile confirmation of receipt (with duplicate notice sent by United States mail as provided above). Notice mailed as provided in clause (iii) above shall be effective upon the expiration of three (3) business days after its deposit in the United States mail. Notice given in any other manner described in this paragraph shall be effective upon receipt by the addressee thereof; provided, however, that if any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender.

8. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

IN WITHESS WHEREOF, this Acknowledgement and Consent has been signed as of the date first written above.

ATTEST:	TRUST COMPANY OF CHICAGO
By:	By:
•	CITY OF CHICAGO
	Its: Commissioner, QCO Department of Planning and Development
ACKNOWLEDGED AND AGREED THIS, 1997:	O <sub>FF</sub>
OSI INDUSTRIES, INC., a Delaware corporation	Co
By: Its:	By:
AMERICAN NATIONAL BANK AND TRUS NOT INDIVIDUALLY BUT AS TRUSTEE U DATED SEPTEMBER 5, 1986 AND KNOWN	NDER TRUST AGREEMENT
By:	By:
Its:	Its:

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# 9749317

#### **UNOFFICIAL COPY**

STATE OF ILLINOIS )
SS
COUNTY OF COOKEX KANE

I, <u>Jacqueline J. Arnold</u>, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that David G. McDonald and George A. Krzesinski, personally known to me to be the Senior Vice President - Finance and Director of Operations, and Vice President - Finance, respectively, of OSI Industries, Inc., a Delaware corporation (the "Corporation"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument pursuant to authority given to them by the Board of Directors of the Corporation, as their free and voluntary act, and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth.

GIVEN	under my	hand	and	official	seal	this	4th	day	of
April	199	7.							

"OFFICIAL SEAL"

Jacqueline J. Arnold

Notary Public, State of Illinois

My Commission Expires 01/17/99

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

(SEAL)

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STATE OF ILLINOIS ) SS COUNTY OF COOK

MARY PATRICE CROWE \_\_\_, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that JERRY J. FELDMAN and GREGORY H. TEEGEN, personally known to me to be the VICE PRESIDENT and COMMERCIAL BANKING respectively, of American National Bank and Trust Company of Chicago, a national banking association ("Bank"), and personally known to me to be the same persons whose names are subscriber to the foregoing instrument, appeared before me this day in person and acknowledged that as such TERRY J. FELOMIAN and GREGORY H. TEEGEN they signed and delivered the said instrument, pursuant to authority given to them by the Board of Directors of the such Bank as his or her free and voluntary act, and as the free and voluntary act and deed of the Bank for the uses and purposes therein set forth.

under 1997.

Pay

hand

official and

seal this day

"OFFICIAL SEAL"
MARY PATRICE CROWE Notary Public, State of Illinois My Commission Expires 5/30/97

Commission Expires

Notary Public

Clartico

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STATE OF ILLINOIS	) ) SS
COUNTY OF COOK	)
aforesaid, DO HEREBY personally known to me American National Bank personally known to me instrument appeared bef delivered the said instrument	my hand and official seal this 24 day of
(SEAL)	My Commission Expires  **OFFICIAL SEAL**  **Notary Public State*  **Notary Pub

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# 97493173

## UNOFFICIAL COPY

STATE OF ILLINOIS ) COUNTY OF COOK )	SS
name is surscribed to the facknowledged that he signed	Notary Public in and for the County and State aforesaid, do hereby personally known to me to be the same person whose oregoing instrument, appeared before me this day in person and the instrument pursuant to the authority given to him by the City, y act and as the free and voluntary act of the City, for the uses and
Given my hand and	carial seal this day of April, 1997.
•	Notary Public  OFFICIA  My Commission Expires
(SEAL)	MY COMMISSION TXPIRES TO TIPE TO
	Clerts

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#### Exhibit A

#### PARCEL 1:

A parcel of land consisting of a part of Lot 9 and a part of Lot 10 in Stock Yards Subdivision of the East Half of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, said parcel of land being bounded and described as follows:

Beginning at the posit of intersection of a line which is 260.28 feet North from and parallel with the South ine of said Lot 10, with the arc of a circle which is convex to the Southwest, and has a redius of 731.56 feet, and which extends Southwardly from a point which is 777.04 feet south from the North line and 144.09 feet East from the West line of said Lot 10 to a point which is 253.98 feet North from the South line and 207.32 feet East from the West line of said Lot 10, and running

Thence Southeastwardly along the arm of said circle, a distance of 7.13 feet, more or less, to said point which is 253.98 lest North from the South line and 207.32 feet East from the West line of said Lot 10;

Thence Southeastwardly along the arc of a circle, convex to the Southwest and having a radius of 371.41 feet, a distance of 200.45 feet along said arc to a point which is 99.30 feet North from the South line and 330.68 feet E/st from the West line of said Lot 10;

Thence Northeastwardly along a straight line, a distance of 3.49 feet, more or less, to a point which is 101.74 feet North from the South line and 253.18 feet East from the West line of said Lot 10;

Thence Southeastwardly along the arc of a circle, convex to the Southwest and having a radius of 379.71 feet, an arc distance of 236.98 feet, more or 1088, to a point which is 30.34 feet North from the South line and 555.00 feet East from the West line of said Lot 10:

Thence East a distance of 567.96 feet, more or less, to a point in the East line of said Lot 10, the said point being 30.67 feet North from the Southeast corner of (aid Lot 10;

Thence North along the East line of Lot 10 and the East line of Lot 9, a distance of 229.61 feet to its intersection with a line drawn parallel with and 260.28 feet North of the South line of said Lot 10;

Thence West along the last described parallel line, a distance of 135.00 feet to a point;

Thence South at right angles to last described parallel line, a distance of 120.00 feet to a point;

Thence West at right angles to last described line, a distance of 55.00 feet to a point;

Thence North at right angles to last described line, a distance of 120.00 feet to its (Continued)

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intersection with said line drawn parallel with and 260.28 feet North of the South line of said Lot 10;

Thence West along last described parallel line, a distance of 728,95 feet, more or less, to the point of beginning.

#### PARCEL 2:

That part of Lot 10 in Stock Yards Subdivision of the Bast Half of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

Beginning at a point which is 10.34 feet North from the South line and 555.00 feet Bast from the West line of (a)d Lot 10, and running,

Thence West along a straight line, (being the North line of the property conveyed by Deed recorded in the Office of the Recorder of Cook County, Illinois on August 31, 1965 as Document Number 19573928), a distance of 329.17 feet to its intersection with the arc of a circle, convex to the Southwest and having a radius of 292.77 feet, which extends Northwestvardly from a point on the South line of said Lot 10 which is 255.03 feet Bast from the Southwest corner of said Lot 10 to a point which is 172.41 feet North from the South line and 161.14 feet East from the West line of said Lot 10;

Thence Northwestwardly along the arc of said circle, a distance of 158.31 feet to said point which is 172.41 feet North from the South line and 161.14 feet Sast from the West line of said Lot 10;

Thence Northwardly along a straight line, a distance of 100.92 feet to a point which is 272.74 feet North from the South line and 150.37 feet East from the West line of said Lot 10;

Thence Northeastwardly along a straight line, a distance of 56.61 feet to a point 993.00 feet South from the North line of said Lot 10, which point is situated on the arc of circle which is convex to the Southwest and has a radius of 731.56 feet, and which extends Southwardly from a point which is 777.04 feet South from the North line and 144.09 feet East from the West line of said Lot 10

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to a point which is 253.98 feet North from the South line and 207.32 feet East from the Fert line of said Lot 10;

Thence South andly along the arc of said last described circle, a distance of 70.92 feet to said point which is 253.98 feet North from the South line and 207.32 feet Bast from the West line of said Lot 10;

Thence Southeastwardly along the arc of a circle, convex to the Southwest and having a radius of 371.41 feet, a distance of 200.45 feet to a point which is 99.30 feet North from the South line and 330.68 feet East from the West line of said Lot 10;

Thence Northeastwardly along a Biraight line, a distance of 3.49 feet to a point which is 101.74 feet North from the south line and 333.18 feet East from the West line of said Lot 10; and

Thence Southeastwardly along the arc or a fircle convex to the Southwest and having a radius of 379.71 feet, a distance of 236.98 feet to the point of beginning.

EXCEPTING from said part of Lot 10 that part thereof conveyed to The Union Stock Yard and Transit Company of Chicago by a Deed recorded in the Recorder's Office of Cook County, Illinois as Document Number 22467982, forcribed as follows:

Beginning at the point of intersection of a line which is 760.28 feet North from and parallel with the South line of said Lot 10, with the art of a circle which is convex to the Southwest and has a radius of 731.56 feet, and which extends Southwardly from a point which is 777.04 feet South from the North line and 144.09 feet Bast from the West line of said Lot 10, to a point which is 253.98 feet Worth from the South line and 207.32 feet Bast from the West line of said Lot 10; and running

Thence Northwardly along the arc of said circle, a distance of 64.03 feet to a point which is 993.00 feet South from the North line of said Lot 10;

Thence Southwestwardly along a straight line, a distance of 56.61 feet to a point which is 272.74 feet North from the South line and 150.37 feet East from

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the West line of said Lot 10;

Thence Southwardly along a straight line, (the Southerly terminus of which is a point 172.4) Teet North from the South line and 161.14 feet Bast from the West line of said for 10), a distance of 12.53 feet to the point of intersection of said straight 15.00 with said line which is 260.28 feet North from and parallel with the South line of said Lot 10: and

Thence Rast along said last described parallel line, a distance of 52.83 feet to the point of beginning.

#### PARCEL 3:

That part of Lot 10 in Stock Yards Subdivision of the East Half of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

Beginning on the South line of said Lot 10 at a point thereon which is 255.03 feet East from the Southwest corner of said Lot, and running

Thence Northwestwardly along the arc of a circle, convex to the Southwest and having a radius of 292.77 feet, a distance of 200 36 feet to a point which is 172.41 feet North from the South line and 161.14 feet Sast from the West line of said Lot 10;

Thence Northwardly along a straight line, (the Northerly terminus of which straight line is a point 272.74 feet North from the South line and 150.37 feet East from the West line of said Lot 10), a distance of 88.39 feet more or less, to its intersection with a line 260.28 feet North from and parallel with the South line of said Lot 10;

Thence West along the last described parallel line, a distance of 10.01 feet, more or less, to a point 141.70 feet Bast from the West line of said Lot 10;

Thence Southwestwardly along a straight line, a distance of 66.5 feet, more or less, to a point which is 196.84 feet North from the South line and 121.76 feet Bast from the West line of said Lot 10;

(Continued)

Property of County Clerk's Office

Thence Southeastwardly along a straight line, a distance of 197.84 feet, more or less, to a point in the South line of said Lot 10 which is 141.70 feet East from the West line of said Lot 10;

Thence Bast along the said South line of lot 10, a distance of 113,33 feet to the point of beginning.

#### PARCEL 4:

All that part of Lot 10 in Stock Yards Subdivision of the East Half of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, more particularly described as follows:

Commencing at the Southeast corner of said Lot 10 in said Subdivision;

Thence North along the East line of said Lot 10, a distance of 30.67 feet to a point;

Thence West in a straight line, a distance of 567.96 feet to a point 555 feet Bast of the West line of said Lot 10 and 30.34 feet North of the South line of said Lot 10;

Thence continuing West along the prolongation of the last described straight line, a distance of 325 feet, more or less, to the West line of the East parcel of the property conveyed by the Union Stock Yard and Transit Company of Chicago to the Chicago Junction Railway Company by Quit Claim Deed dated December 27, 1957 and recorded in the Office of the Recorder of Cook County, Illinois on March 27, 1958 in Book 55979 at Page 8 et. seq. as Document Number 1,155026;

Thence Southeasterly on a curved line, convex to the Southwest with a rigius of 292.77 feet, a distance of 31 feet, more or less, to the South line of said Lot 10;

Thence East along the South line of said Lot 10, a distance of 867.93 feet to the point of beginning.

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#### PARCEL 5:

The North 46.84 feet, measured perpendicularly, of that part of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinoia, bounded and described as follows:

Beginning at a point which is 1023 feet North of the South line and 123 feet East of the West line of the Southeast Quarter of said Section 5, and running

Thence Easterly on a line carallel with the South line of said Section, 999.96 feet to a point;

Thence South on a line parallel with the West line of said Southeast Quarter 600 feet to a point;

Thence West on a line parallel with the South line of said Section 399.96 feet to a point;

Thence Northwesterly on a curved line having a radius of 600 feet and convexed to the Southwest to the place of beginning.

#### PARCEL 6:

A Parcel of land in the East Half of Section 5, Township 3P North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, said parcel of land being that part of Lot 10 in Stock Yards Subdivision of the East Half of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the point of intersection of the North line of the South 1284.51 feet of said East Half of Section 5, with a straight line which extends Northwardly from a point which is 172.41 feet North from the South line, and 161.14 feet East from the West line of said Lot 10, to a point which is 272.74 feet North from the South line, and 150.37 feet East from the West line of said Lot 10, and running

Thence Southwardly along said straight line, a distance of 1.24 feet to an

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Property of County Clerk's Office

intersection with a line which is 260.28 feet North from and parallel with the South line of said Lot 10;

Thence West along said parallel line, a distance of 10.01 feet;

Thence Southwardly along a straight line, a distance of 66.47 feet to a point which is 196.84 feet North from the South line, and 121.76 feet East from the West line of said Lot 10;

Thence Southwardly along a straight line, a distance of 99.77 feet to a point which is 98.00 feet North from the South line, and 108.00 feet East from the West line of said Lot 10;

Thence Northwardly along a line which is 108.00 feet East from and parallel with said West line of Lot 10, a distance of 163.51 feet to an intersection with the North line of the South 1284.51 feet of said East Half of Section 5; and

Thence East along the North line of the South 1284.51 feet aforesaid, a distance of 43.58 feet to the point of beginning.

#### PARCEL 7:

A parcel of land, comprised of part of Lot 9, and part of Lot 10, in Stock Yards Subdivision of the East Half of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which parcel of land is bounded and described as follows:

Beginning at the point of intersection of a line which is 260.28 riet. North from and parallel with the South line of said Lot 10, with a straight line which extends Northwardly from a point which is 172.41 feet North from the South line, and 161.14 feet East from the West line of said Lot 10, to a point which is 272.74 feet North from the South line and 150.37 feet East from the West line of said Lot 10, and running

Thence Northwardly along said last described straight line, a distance of 1.24 feet to an intersection with a line which is 1284.51 feet North from and parallel with the South line of said Bast Half of Section 5;

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Property of Cottonia Clerk's Office

Thence Bas wordly along said last described parallel line, (said parallel line also being 251.51 feet North from and parallel with said South line of Lot 10), a distance of 971.38 feet to an intersection with the East line of said Lot 9;

Thence South alorg said East line of Lot 9, a distance of 1.23 feet to an intersection with said line which is 260.28 feet North from and parallel with the South line of said Lot 10;

Thence West along said last described parallel line, a distance of 135.00 feet;

Thence South at right angles to said last described parallel line, a distance of 120.00 feet;

Thence West at right angles to the last described line, a distance of \$5.00 feet;

Thence North at right angles to the last discribed line, a distance of 120,00 feet to an intersection with said line which is 760.28 feet North from and parallel with the South line of Lot 10; and

Thence West along said last described parallel line, a distance of 781.25 feet to the point of beginning.

#### PARCEL 9A:

That part of Lot 8 in Stock Yards Subdivision of the Bast Half of Section 5, Township 38 North, Range 14 Bast of the Third Principal Meridian, in Cook County, Illinois, included within a parcel of land bounded and described as follows:

Beginning on a line which is 1122.95 feet East from and parallel with the West line of said East Half of Section 5, at a point 768.45 feet North from the South line of said Lot 8 (said South Lot line being identical with the South line of said East Half of Section 5), and running

Thence North along said parallel line, a distance of 265.22 feet to a point

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Property of County Clerk's Office

1053.67 feet North from the South line of said East Half of Section 5;

Thence Bast long a straight line, a distance of 197.52 feet to a point which is 1053.90 feet Forth from the South line and 1327.80 feet West from the East line of said Bast Mal2 of Section S;

Thence Southeastwardly along a straight line (the Southeasterly terminus of which is a point 930.62 feet North from the South line and 1124.08 feet West from the East line of said East Half of Section 5), a distance of 8.56 feet to its intersection with a line which is 1327.80 feet East from and parallel with said West line of the East Half of Section 5;

Thence South along the last described parallel line, a distance of 261.02 feet to its intersection with a line 788.45 feet North from and parallel with the South line of said East Half, and

Thence West along said parallel line, a fintance of 204.84 feet to the point of beginning.

Also that part of said Section 5, Township 38 Forth, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

Beginning on a line which is 1122.96 feet East from and parallel with the West line of East Half of said Section 5, at a point 976.16 feet North from the South line of said East Half of Section 5, and running;

Thence South along said parallel line, a distance of 187.71 feet,

Thence West along a line which is 788.45 feet North from and parallel with South line of said East Half of Section 5, a distance of 51.77 feet, to the Best face of a brick wall of an existing 5 story brick building;

Thence North along said East face of brick wall and along said East face extended, a distance of 187.71 feet to its intersection with a line 976.16 feet North from and parallel with said South line of East Half of Section 5;

Thence East along said parallel line, a distance of \$1.49 feet to the point of

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Property of Cook County Clerk's Office

beginning.

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CASE NUMBER

96-00840

Property of Country Clerk's Office

#### PARCEL 12:

That part of Lot 8 in Stock Yards Subdivision of the East Half of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

Beginning at the intersection of a line 1327.80 feet East from and parallel with the West line of the East Half of Section 5, with a straight line, having as its Northwesterly terminus, a point 1053.90 feet North from the South line and 1327.80 feet West from the East line of the East Half of Section 5, and having as its Southeasterly terminus a point 930.62 feet North from the South line and 1124.08 feet West from the East line of said East Half of Section 5, and running

Thence Southeastwardly along said straight line, a distance of 229.84 feet, to said point 930.62 feet North from the South line and 1124.08 feet West from the East line of said Bast Half of Section 5;

Thence Southeastwardly along a straight line, a distance of 122.80 feet, to a point 905.33 feet North from the South line and 1003.98 feet West from the East line of said East Half of Section 5;

Thence Southeastwardly along a straight line, a distance of 126.02 feet to a point \$09.15 feet North from the South line, and 922.80 reet West from the East line of said Bast Half of Section 5;

Thence Southeastwardly along a straight line, a distance of 49.10 feet, to a point 772.72 feet North from the South line and 891.48 feet West from the East line of said East Half of Section 5;

Thence Southeastwardly along a straight line, a distance of 73.72 foot, to a point 712.70 feet North from the South line and 848.84 feet West from the East line of said East Half of Section 5;

Thence Southeastwardly along a straight line, a distance of 32.11 feet to a point 685.29 feet North from the South line and 832.18 feet West from the East line of said East Half of Section 5;

Thence Northwestwardly along a straight line, a distance of 111.21 feet to a point 795.48 feet North from the South line and 846.91 feet West from the East line of said East Half of Section 5;

Thence Sastwardly along a straight line, a distance of 13.46 feet to a point 795.56 feet North from the South line and 833.45 feet West from the East line of said East Half of Section 5;

(Continued)

Opposition of Country Clerk's Office Jody A. Gleason
111 E. Walker
Suite 2500
Chrcago, IR Leoleol