

# UNOFFICIAL COPY

This instrument was prepared by  
and upon recording return to:

97979329

Louis P. Moritz, Esq.  
Mayer, Brown & Platt  
190 South LaSalle Street  
Chicago, Illinois 60603

DEPT-01 RECORDING \$107.00  
T#0009 TRAN 0858 12/30/97 11:23:00  
\$4927 + CG \*-97-979329  
COOK COUNTY RECORDER

SECOND AMENDMENT TO MORTGAGE WITH ASSIGNMENT OF RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING

[Cook County, Illinois]

This Second Amendment to Mortgage with Assignment of Rents, Security Agreement and Fixture Filing (this "Amendment") is entered into as of December 24, 1997 by and between DELRAY FARMS, INC., a Delaware corporation ("Old Delray"), DELRAY FARMS, L.L.C., a Delaware limited liability company ("New Delray"), (Old Delray and New Delray being herein collectively referred to as the "Mortgagor"), and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, formerly known as Bank of America Illinois, with an address at 231 South LaSalle Street, Chicago, Illinois 60697 ("Mortgagee").

RECITALS

A. Mortgagor is the owner and holder of fee simple title in and to all of the land described in Exhibit A attached hereto, together with all existing and future easements and rights affording access to it (the "Land"), and all buildings and other improvements and fixtures situated thereon, and certain equipment and personal property located thereon or thereat.

B. Mortgagor is the owner of the leasehold estates created by virtue of: (i) the lease described in Exhibit B-1, which lease demises the real property described in Exhibit A-1, and (ii) the lease described in Exhibit B-2, which lease demises the real property described in Exhibit A-2, (said leases together with all future amendments thereto, are each herein referred to as a "Ground Lease" and collectively referred to as the "Ground Leases").

C. Old Delray entered into with Mortgagee a certain Revolving Credit and Term Loan Agreement dated as of September 16, 1996, as amended, modified or supplemented from time to time, the "Prior Credit Agreement"), pursuant to which Mortgagee provided revolving credit and made certain term loans to Old Delray as evidenced by, among other things, that certain Replacement Tranche Note A dated as of December 5, 1997 in the maximum principal amount of \$13,283,130 (the "Prior Revolving Note");

13250173

BOX 333-CTL

107

28  
9 Subs

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7684225, 7675424, 7700720, 7701338, 7700514, 7701151, 7700513, 7700851

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D. The obligations of Old Delray to Mortgagee under the Prior Credit Agreement and Prior Revolving Note are secured by and pursuant to certain Security Documents (as such term is defined in the Prior Credit Agreement);

E. Old Delray's obligations under the Prior Credit Agreement and Prior Revolving Note are further secured and evidenced by a certain Mortgage dated September 16, 1996 and recorded on October 2, 1996 with the Cook County Recorder of Deeds as Document No. 96-750376, which mortgage was amended by a certain Amendment to Mortgage With Assignment of Rents, Security Agreement and Fixture Filing dated as of September 11, 1997 and recorded on September 19, 1997 with the Cook County Recorder of Deeds as Document No. 97691907, (the foregoing mortgage, as amended is herein referred to as, the "Mortgage"), encumbering the real property legally described on Exhibit A attached hereto. The Prior Revolving Note, Prior Credit Agreement, Mortgage, Security Documents, and any other documents previously given to evidence, secure, guaranty or govern the loan to Old Delray are herein collectively referred to as the "Prior Loan Documents";

F. Concurrently herewith, Old Delray has merged with and into New Delray, with New Delray as the survivor. Pursuant to a certain Assignment and Assumption Agreement dated as of December 23, 1997 (the "Assignment and Assumption Agreement"), by, between and among, Old Delray, as assignor, New Delray, as assignee, and Mortgagee, as lender, New Delray has assumed each and every one of Old Delray's liabilities and obligations under the Prior Loan Documents;

G. New Delray desires to restructure the terms of the Prior Loan Documents, and in connection therewith, simultaneously herewith: (i) New Delray and Mortgagee are entering into a certain Credit Agreement (the "Credit Agreement"); (ii) New Delray is executing and delivering to Mortgagee a certain Revolving Note in the original principal amount of \$10,533,130.00 (the "Revolving Note"); and (iii) New Delray is executing and delivering to Mortgagee a certain Term Note in the original principal amount of \$2,500,000.00 (the "Term Note");

H. Pursuant to the Credit Agreement, Mortgagor has agreed and is obligated to provide to Mortgagee a first priority lien against, among other things, the Ground Leases;

I. Mortgagor and Mortgagee are entering into this Amendment to amend the Mortgage to, among other things: (i) reflect the replacement of the Prior Revolving Note with the Revolving Note and the Term Note; (ii) reflect the replacement of the Prior Credit Agreement with the Credit Agreement; and (iii) make the Ground Leases become part of the Property (as described in the Mortgage).

NOW, THEREFORE, in consideration of the foregoing RECITALS and the mutual promises and undertakings set forth herein, and in consideration of the execution and delivery of this Amendment, and for other good and valuable consideration, the receipt and sufficiency of

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which are hereby acknowledged by the parties hereto, Mortgagor and Mortgagee agree as follows:

1. The foregoing Recitals are true and correct and incorporated herein by reference as if set forth in this Section 1.

2. The Mortgage is hereby amended as follows:

a. Section 1.1 of the Mortgage is amended by inserting the following as new subsection (a-1), which section shall be inserted between subsections (a) and (b) of the Mortgage:

"(a-1) All of the Mortgagor's leasehold estate created, and owned by the Mortgagor, by virtue of the Ground Leases, which Ground Leases demise the real property described in Exhibit A-1 and A-2 (the "Leasehold Land"), respectively, together with all buildings, structures and improvements now located or later to be constructed on the Leasehold Land (the "Leasehold Improvements"), (the Leasehold Land and Leasehold Improvements being collectively referred to as the "Leased Property"); the fee interest, if any, in the land described in Exhibit A-1 and A-2, respectively, (if and when acquired by Mortgagor); all of the Mortgagor's right, title and interest in, to and under the Ground Leases, including, without limitation, all credits, deposits, options, rights of first refusal or first offer and all privileges of the Mortgagor thereunder; all of the foregoing together with all of the Mortgagor's right, title and interest in, to and under all and singular tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in anywise appertaining to the Leased Property or the Ground Leases (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all of the Mortgagor's right, title and interest in, to and under all development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Leased Property; all estate, claim, demand, right, title or interest of the Mortgagor in and to any street, road, highway, or alley (created or otherwise) adjoining the Leased Property or any part thereof; all of the Mortgagor's right, title and interest in and to all strips and gores belonging, adjacent or pertaining to the Leased Property; and all of the Mortgagor's right, title and interest in, to and under any after-acquired title to any of the foregoing (all of the foregoing is herein referred to collectively as the "Leasehold Estate")";

b. All references in the Mortgage to the term "Property", shall be deemed to include the Leasehold Estate (as such capitalized term is defined in this Amendment);

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c. All references in the Mortgage to the term "Land", shall be deemed to include the Leasehold Land (as such capitalized term is defined in this Amendment);

d. All references in the Mortgage to the term "Improvements", shall be deemed to include the Leasehold Improvements (as such capitalized term is defined in this Amendment);

e. All references in the Mortgage to the terms "Revolving Note(s)" or "Term Note(s)" shall mean, respectively, the Revolving Note and Term Note as each such capitalized term is defined in this Amendment, and any and all substitution notes, replacement notes and supplements and amendments thereof. All references in the Mortgage to the term "Notes" shall mean the Revolving Note and Term Note, collectively;

f. All references in the Mortgage to the term "Credit Agreement" shall mean the Credit Agreement as such capitalized term is defined in this Amendment;

g. All references in the Mortgage to the term "Mortgagor" shall mean Old Delray and New Delray (as such capitalized terms are defined in this Amendment);

h. All references in the Mortgage to the term "Maturity Date" shall mean "April 2, 1999";

i. Exhibit A to the Mortgage is amended to include Exhibits A-1 and A-2 attached hereto;

j. The last two grammatical paragraphs of Section 1.1 of the Mortgage are deleted in their entirety and the following is inserted in lieu thereof:

"Capitalized terms used above and elsewhere in this Mortgage without definition have the meanings given to them in that certain Credit Agreement bearing even date herewith, among Delray Farms, L.L.C., as "Borrower", and Mortgagee, as the "Bank" (as the same may be from time to time amended, modified or supplemented, the "Credit Agreement").

At the date hereof, the latest maturity date set forth in the Credit Agreement for any Secured Obligation is April 2, 1999 ("Maturity Date"), but such Maturity Date is subject to extension by written agreement between Mortgagor and Mortgagee, and, if so extended, the references herein to the Maturity Date shall mean the same as so extended without the necessity of recording any amendment to this Mortgage."

k. All initially capitalized terms used in the Mortgage which are not defined therein shall have the meanings given to them in the Restated Credit Agreement (as such term is defined in this Amendment);

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1. The following is inserted as new Section 8.22 of the Mortgage:

"1.20 Leasehold Mortgage Provisions.

(a) Warranties and Covenants. The Mortgagor further covenants, warrants and represents:

(i) The Ground Leases are valid and subsisting leases of the Leasehold Property for the term stated therein, and are each in full force and effect in accordance with their respective terms, and have not been modified, amended or supplemented, and there are no existing defaults by the lessors under the Ground Leases (individually and collectively, the "lessors") or by the Mortgagor, as lessee, under the Ground Leases;

(ii) The Mortgagor shall not modify, change, supplement, alter or amend the Ground Leases in any material respect, either orally or in writing, and the Mortgagor shall not terminate, cancel, sever or surrender, or suffer the termination, cancellation, severance or surrender of, the Ground Leases or the Leasehold Estate represented thereby, and shall not waive, execute, condone or in any way release or discharge the lessors, or their respective successors and assigns, of or from the obligations, covenants, conditions and agreements by said party to be kept, observed or performed without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld in the event that such proposal will not decrease the value of the Leasehold Estate.

(iii) The Mortgagor will not subordinate or consent to the subordination of the Ground Leases to any mortgage lien, encumbrance or other charge, without the Mortgagee's prior written consent, which consent shall not be unreasonably withheld in the event that such subordination will not decrease the value of the Leasehold Estate.

(iv) The Mortgagor shall give the Mortgagee immediate notice of any default under each of the Ground Leases or of the receipt by the mortgagor of any notice of default from the lessors or its successors and assigns or of the receipt or delivery of any other material notice in connection with the Ground Leases, and the Mortgagor shall furnish to the Mortgagee immediately any and all material information which the Mortgagee may request concerning the performance and observance of all covenants, agreements and conditions contained in the Ground Leases to be kept, observed and performed and concerning the compliance with all terms and conditions of the Ground Leases. The Mortgagor hereby authorizes the Mortgagee or its representatives to make investigations and examinations concerning such performance, observance and compliance, and copies of any and all notices, communications, plans, specifications or other instruments or documents received or given by the Mortgagor in any way relating to or affecting

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the Ground Leases which may concern or affect the estate of the lessors or the tenant in or under the Ground Leases or in the Leasehold Property thereby demised.

(v) The Mortgagor shall not, without the prior express written consent of the Mortgagee, which consent shall not be unreasonably withheld in the event that such proposed action will not decrease the value of the Leasehold Estate, permit the fee title to the Leasehold Land covered by the Ground Leases to merge with the Leasehold Estate, but shall always keep such estate separate and distinct, notwithstanding the union of such estates whether in the lessor, the Mortgagor or in a third party by purchase or otherwise; and in the case the Mortgagor acquires the fee title or any other estate, title or interest in the Leasehold Property covered by the Ground Lease, this Mortgage shall attach to and cover and be a lien upon the fee title or such other estate so acquired, and such fee title or other estate shall, without further assignment, mortgage or conveyance, become and be subject to the lien of and be covered by this Mortgage. The Mortgagor shall notify the Mortgagee of any such acquisition by the Mortgagor and, upon written request of the Mortgagee, be caused to be exercised and recorded all such other and further assurances or other instruments in writing as may, in the opinion of the Mortgagee, be required to carry out the intent and meaning of this provision.

(vi) The Mortgagor shall not, without the Mortgagee's express prior written consent, elect to treat the Ground Leases or the Leasehold Estate as terminated under Subsection 365(h)(1) of the Bankruptcy Code, as amended (the "Bankruptcy Code") after rejection of the Ground Leases by the lessors or their respective successors and assigns, or by any trustee of any such party, and any such election made without such consent shall be void and ineffective. Any such election made without the Mortgagee's prior written consent shall be void.

(vii) The Mortgagor shall at all times promptly and faithfully keep, observe and perform, or cause to be kept, observed and performed, prior to the expiry of any applicable grace periods provided for in the Ground Leases, all the covenants, agreements and conditions contained in the Ground Leases to be kept, observed and performed, and shall in all respects conform to and comply with the terms and conditions of the Ground Leases, and the Mortgagor shall not do or permit anything to be done, the doing of which, or refrain from doing anything, the omission of which would impair or tend to impair the security of this Mortgage, or would be grounds for the lessors or its respective successors and assigns, to terminate the Ground Leases or declare a forfeiture of the Leasehold Estate in whole or in part.

(viii) No release or forbearance of any of the Mortgagor's obligations under the Ground Leases pursuant to the Ground Leases, or otherwise, shall release the

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Mortgagor from its obligations under this Mortgage or any instrument supplemental hereto.

(ix) The Mortgagor shall, promptly after obtaining knowledge thereof, give written notice to the Mortgagee of any actual or contemplated filing by or against the lessor, or its respective successors and assigns, of a petition under the Bankruptcy Code, and use commercially reasonable efforts to give prompt oral notice to the Mortgagee of such actual or contemplated filing. The aforesaid written notice shall set forth any information available to the Mortgagor concerning the date or anticipated date of such filing, the court in which such petition was filed or is expected to be filed, and the relief sought therein. The Mortgagor shall, promptly after receipt thereof, deliver to the Mortgagee any and all notices, summonses, pleadings, applications and other documents received by the Mortgagor in connection with any such petition and any proceedings relating thereto.

(b) Additional Remedies. In addition to any other remedies or rights provided elsewhere in the Mortgage, the Mortgagee shall have and may exercise the following rights with respect to each Ground Lease:

If the Mortgagor shall fail, after the expiration of the applicable notice or grace period, if any, to: (i) pay any installment of rent reserved under the Ground Lease, or (ii) pay any real estate tax, assessment or other governmental levy or charge or any imposition, as provided in the Ground Lease, or (iii) make any other payment required to be made by it as lessee under the Ground Lease, at the time and in the manner provided in the Ground Lease, or (iv) if the Mortgagor shall fail to perform or observe any other term, covenant, condition or obligation required to be performed or observed by it as lessee under the Ground Lease, then without limiting the generality of any other provision of the Mortgage, and without waiving or releasing the Mortgagor from any of its obligations hereunder, the Mortgagee shall have the right, but shall be under no obligation, upon prior written notice to Mortgagor, to pay any such installment of rent and/or any such tax, assessment, levy charge, imposition or other payment, and may perform any other act or take any action as may be appropriate to cause such other terms, covenant, condition or obligation to be promptly performed or observed on behalf of the lessee thereunder to the end that the Mortgagor's rights in, to and under the Ground Leases shall be kept unimpaired and free from default. The Mortgagee and any person designated by the Mortgagee shall have, and is hereby granted, the right to enter upon the Mortgaged Property at any time and from time to time for the purpose of taking any such action. All monies expended by the Mortgagee, (after the occurrence of an Event of Default) in connection with any matter set forth in this Paragraph (including but not limited to, legal expenses and disbursements), together with interest thereon at the Default Rate from the date of each such expenditure, shall be paid by the Mortgagor to the Mortgagee forthwith

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upon demand by the Mortgagee, and shall be secured by this Mortgage, and the Mortgagee shall have, in addition to any other right or remedy of the Mortgagee, the same rights and remedies in the event of nonpayment of any such sums by the Mortgagor as in the case of an Event of Default by the Mortgagor in the payment of any interest or principal due and payable under the Note. If the lessors shall deliver to the Mortgagee a copy of any notice of default in the Ground Lease, such notice shall constitute full protection to the Mortgagee for any action taken or omitted to be taken by the Mortgagee, in good faith, in reliance thereon; provided, however, that before taking such action, provided no Event of Default has occurred and is outstanding, the Mortgagee shall use commercially reasonable efforts to discuss the matter with the Mortgagor to determine the appropriateness of the taking of any such action, which shall be in the sole reasonable discretion of the Mortgagee. In addition to those Events of Default enumerated elsewhere in the Mortgage, any default in the Ground Leases on the part of the Mortgagor as lessee which remains uncured for a period within ten (10) days of the expiration of any applicable grace period shall constitute an Event of Default under this Mortgage. The curing of any such default in the Ground Leases by the Mortgagee shall not be deemed to cure the default in this Mortgage created thereby, and the Mortgagee shall continue to have all rights granted under the Mortgage upon such default.

(c) Right of Possession, Etc. The lien of this Mortgage shall automatically attach to all of the Mortgagor's rights and remedies at any time arising under or pursuant to Section 365(h) of the Bankruptcy Code, including, without limitation, all of the Mortgagor's rights to remain in possession of the Leasehold Property thereunder.

(d) Assignment of Damage Claim. The Mortgagor hereby absolutely and unconditionally assigns, transfers and sets over to the Mortgagee all of the Mortgagor's claims and rights to the payment of damages arising from any rejection by lessors of the Ground Leases under the Bankruptcy Code. The Mortgagee shall have the right to proceed in its own name or in the name of the Mortgagor in respect of any claim, suit, action or proceeding relating to the rejection of the Ground Leases, including, without limitation, the right to file and prosecute, to the exclusion of the Mortgagor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of ground lessors under the Bankruptcy Code. This assignment constitutes a present, irrevocable and unconditional assignment of the foregoing claims, rights and remedies, and shall continue in effect until all of the indebtedness and obligations secured by this Mortgage shall have been satisfied and discharged in full. Any amounts received by the Mortgagee as damages arising out of the rejection of the Ground Leases as aforesaid shall be applied first to all costs and expenses of the Mortgagee (including, without limitation, attorneys' fees) incurred in connection with the exercise of any of its rights or remedies under this

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Paragraph, and then to such liabilities of the Mortgagor to the Mortgagee as the Mortgagee shall determine.

(e) Right to Offsets. If pursuant to Section 365(h)(2) of the Bankruptcy Code, the Mortgagor seeks to offset against the rent reserved in the Ground Leases the amount of any damages caused by the non-performance by the lessors of any of lessors' obligations under the Ground Leases after the rejection by the lessors of the Ground Leases under the Bankruptcy Code, the Mortgagor shall, prior to effecting such offset, notify the Mortgagee of its intent so to do, setting forth the amounts proposed to be so offset and the basis therefor. The Mortgagee shall have the right to object to all or any part of such offset, and, in the event of such objection, the Mortgagor shall not effect any offset of the amount so objected to by the Mortgagee. Neither the Mortgagee's failure to object as aforesaid nor any objection or other communication between the Mortgagee and the Mortgagor relating to such offset shall constitute an approval of any such offset by the Mortgagee. The Mortgagor shall indemnify and save the Mortgagee harmless from and against any and all claims, demands, actions, suits, proceedings, damages, losses, costs and expenses of every nature whatsoever (including, without limitation, attorneys' fees) arising from or relating to any offset by the Mortgagor against the rent reserved in the Ground Leases.

(f) Litigation. If any action, proceeding, motion or notice shall be commenced or filed in respect of the Mortgagor or the Leasehold Property in connection with any case under the Bankruptcy Code, the Mortgagee shall have the option, to the exclusion of the Mortgagor, exercisable upon notice from the Mortgagee to the Mortgagor, to conduct and control any such litigation with counsel of the Mortgagee's choice. The Mortgagee may proceed in its own name or in the name of the Mortgagor in connection with any such litigation, and the Mortgagor agrees to execute any and all powers, authorizations, consents and other documents required by the Mortgagee in connection therewith. The Mortgagor shall, upon demand, pay to the Mortgagee all reasonable costs and expenses (including attorneys' fees) paid or incurred by the Mortgagee after the occurrence of an Event of Default, in connection with the prosecution or conduct of any such proceedings, together with interest thereon at the Default Rate from the date incurred until paid by the Mortgagor. The Mortgagor shall not commence any action, suit, proceeding or case, or file any application or make any motion, in respect of the Ground Leases in any such case under the Bankruptcy Code without the prior written consent of the Mortgagee.

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3. References to the Mortgage. Each reference in the Mortgage to "this Mortgage," "hereunder," "hereof," "herein" or words of like import, and each reference to the Mortgage in any related agreement shall, except where the context may otherwise require, mean and be a reference to the Mortgage as amended hereby.

4. Confirmation of the Mortgage. Except as amended hereby, the Mortgage shall remain in full force and effect and is hereby ratified and confirmed in all respects. It is the intent of the parties hereto that nothing contained herein shall be construed to release, cancel, terminate or otherwise adversely affect the liens, claims, rights and security interests granted to Mortgagee under the Mortgage, which shall now secure the Revolving Note, Term Note and the Credit Agreement and all obligations thereunder (as all of such capitalized terms are defined in this Amendment) with all the priorities enjoyed by the Mortgage at its inception.

5. Reaffirmation. Mortgagor hereby repeats, reaffirms and remakes all representations, warranties, covenants and agreements contained in the Mortgage, each and all of which shall be applicable to the indebtedness secured by this Mortgage as amended hereby and to all of the properties, rights and privileges subject to the lien thereof as amended hereby.

6. References. No reference to this Amendment need be made in any instrument or document at any time referring to the Mortgage as amended hereby and any reference in any such instrument or documents to the Mortgage shall be deemed to be a reference to the Mortgage as amended hereby.

7. Authorization. Each person or entity executing this Amendment on behalf of Mortgagor represents and warrants to Mortgagee that such execution has been duly authorized by all necessary corporate or other action on behalf of Mortgagor.

8. Successors. This Amendment shall be binding upon and shall inure to the benefit of Mortgagor and Mortgagee and their respective successors and assigns.

9. Governing Law. This Amendment shall be construed in accordance with and governed by the internal laws of the State of Illinois.

10. Counterparts. This Amendment may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

MORTGAGOR:

DELRAY FARMS, L.L.C., a Delaware limited liability company

By: [Signature]  
Name: STEPAN MALUCHA  
Title: CO-CEO

DELRAY FARMS, INC., a Delaware corporation

By: [Signature]  
Name: STEPAN MALUCHA  
Title: CO-CEO

MORTGAGEE:

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

By: [Signature]  
Name: REUBEN BRUCE  
Title: VIC PRESIDENT

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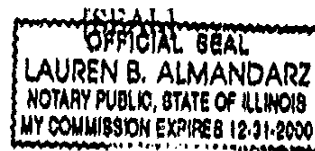
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and aforesaid County, in the State aforesaid, DO HEREBY CERTIFY that Stefan Kaluzny, the Co-CEO of DELRAY FARMS, L.L.C., a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24th day of December, 1997.

Lauren B. Almandarz  
Notary Public

My commission expires: 12/31/2000



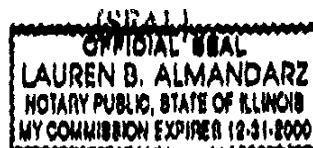
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and aforesaid County, in the State aforesaid, DO HEREBY CERTIFY that Stefan Kaluzny, the Co-CEO of DELRAY FARMS, INC., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Co-CEO, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24th day of December, 1997.

Lauren B. Almandarz  
Notary Public

My commission expires: 12/31/2000



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## Exhibit A

### Legal Description

#### PARCEL 1:

LOTS 1, 2, 3, 4 AND 5 IN A.J. STOCKHOFF'S SUBDIVISION OF LOTS 44 TO 48 INCLUSIVE IN BLOCK 10 IN AVONDALE, BEING PHILPOT'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, AND LOTS 1, 2, 5 AND 6 IN BRAND'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOTS 1 AND 2 IN OWNERS DIVISION OF LOTS 1 TO 5 IN BLOCK 10 IN AVONDALE IN THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 3239-3257 WEST BELMONT  
CHICAGO, ILLINOIS

PINS:  
13-26-206-001  
13-26-206-002  
13-26-206-003  
13-26-206-004  
13-26-206-005  
13-26-206-040  
13-26-206-041

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PARCEL 1:

LOT 2 IN SECOND FEDERAL SAVINGS AND LOAN SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH AND DEFINED IN THE EASEMENT AGREEMENT AND COVENANTS, CONDITIONS AND RESTRICTIONS MADE BY SECOND FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO AND DELRAY FARMS, INC., DATED SEPTEMBER 20, 1996 RECORDED SEPTEMBER 20, 1996 AS DOCUMENT NO. 96722596 FOR INGRESS AND EGRESS, OVER THE FOLLOWING DESCRIBED LAND: LOT 1 IN SECOND FEDERAL SAVINGS AND LOAN SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 2247 NORTH MILWAUKEE AVENUE  
CHICAGO, ILLINOIS

PIN: 13-36-215-050

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PARCEL 1:

LOTS 1 THROUGH 10 IN BLOCK 5 IN SHONT'S AND DRAKE'S ADDITION TO CHICAGO IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 THROUGH 7 IN BLOCK 6 IN SHONT'S AND DRAKE'S ADDITION TO CHICAGO IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 2300 SOUTH CICERO  
CICERO, ILLINOIS

- PINS: 16-28-210-032  
16-18-210-033  
16-28-210-034  
16-28-210-035  
16-28-210-036  
16-28-210-037  
16-28-214-032  
16-28-214-033  
16-28-214-034  
16-28-214-035  
16-28-214-036 (Vol. 044)

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## PARCEL 1:

LOTS 1 THROUGH 11, BOTH INCLUSIVE, IN BLOCK 1 OF FEINBERG'S 26TH STREET SUBDIVISION, BEING A SUBDIVISION OF BLOCK 2 IN STEELE HEIR'S SUBDIVISION OF THE SOUTHEAST 1/4 AND THE EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

LOTS 12, 13, 14, 15, THE NORTH 9 FEET OF LOT 16, ALL OF LOTS 43, 44, 45, 46 AND 47 IN BLOCK 1 IN FEINBERG'S 26TH STREET SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

THE VACATED NORTH AND SOUTH 16 FOOT ALLEY LYING BETWEEN LOTS 12, 13, 14, 15, THE NORTH 9 FEET OF LOT 16, ALL OF LOTS 44, 45, 46, 47 AND THE NORTH 9 FEET OF LOT 43 IN BLOCK 1 IN FEINBERG'S AFORESAID IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 3311 WEST 26TH STREET  
CHICAGO, ILLINOIS

PINS: 16-26-405-001-0000	16-26-405-046-8001
16-26-405-002-0000	16-26-405-047-8001
16-26-405-003-0000	16-26-405-048-8001
16-26-405-004-0000	16-26-405-049-8001
16-26-405-005-0000	16-26-405-050-8001
16-26-405-006-0000	16-26-405-051-8001
16-26-405-007-0000	16-26-405-052-8001
16-26-405-008-0000	16-26-405-053-8001
16-26-405-045-8001	16-26-405-054-8001

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## PARCEL 1:

LOTS 1 THROUGH 8, BOTH INCLUSIVE, IN BLOCK 71 IN SOUTH CHICAGO, A SUBDIVISION BY CALUMET & CHICAGO CANAL & DOCK CO., OF THE EAST ½ OF THE WEST ¼ AND PARTS OF THE EAST FRACTIONAL ¼ OF FRACTIONAL SECTION 6, NORTH OF THE INDIAN BOUNDARY LINE AND THAT PART OF FRACTIONAL SECTION 6 SOUTH OF THE INDIAN BOUNDARY LINE LYING NORTH OF THE MICHIGAN SOUTHERN R.R. AND FRACTIONAL SECTION 5 NORTH OF THE INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

THE SOUTH 61 FEET OF LOTS 1 TO 4 AND ALL OF LOTS 5, 6, 7, 8, 9, 17, 18, 19, 20, 21, 22, 23, 24, 25 & 56 IN BLOCK 72 IN SOUTH CHICAGO, A SUBDIVISION BY CALUMET & CHICAGO CANAL & DOCK CO., OF THE EAST ½ OF THE WEST ¼ AND PARTS OF THE EAST FRACTIONAL ¼ OF FRACTIONAL SECTION 6, NORTH OF THE INDIAN BOUNDARY LINE AND THAT PART OF FRACTIONAL SECTION 6 SOUTH OF THE INDIAN BOUNDARY LINE LYING NORTH OF THE MICHIGAN SOUTHERN R.R. AND FRACTIONAL SECTION 5 NORTH OF THE INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

THAT PART OF THE EAST-WEST 20-FOOT ALLEY LYING SOUTH OF AND ADJOINING LOTS 1 TO 9 AND LYING WEST OF THE EAST LINE OF SAID LOT 1 EXTENDED SOUTHERLY TO THE NORTHEAST CORNER OF LOT 17 AND LYING EAST OF THE WEST LINE OF SAID LOT 9 EXTENDED SOUTHERLY TO THE NORTH LINE OF LOT 56, AFORESAID.

## PARCEL 4:

THAT PART OF THE NORTH-SOUTH 20-FOOT ALLEY LYING EAST OF AND ADJOINING LOT 56 AND THE EASTERLY AND SOUTHEASTERLY PROJECTIONS OF THE NORTHERLY AND SOUTHWESTERLY LOT LINES, AND LYING WEST OF AND ADJOINING LOTS 17 TO 24, BOTH INCLUSIVE, AND THE WESTERLY PROJECTION OF THE NORTHERLY LINE OF LOT 17 AND THE NORTHWESTERLY PROJECTION OF THE SOUTHWESTERLY LINE OF LOT 24, AFORESAID.

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PROPERTY ADDRESS: 9100 SOUTH COMMERCIAL  
CHICAGO, ILLINOIS

PINS: 26-06-402-008  
26-06-402-007  
26-06-402-006  
26-06-402-005  
26-06-402-004  
26-06-402-003  
26-06-401-074

Property of Cook County Clerk's Office

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PARCEL 1:

LOT 3 (EXCEPT THE SOUTH 12 FEET THEREOF) IN FRANK C. RATHJE'S SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ALSO

PARCEL 2:

THE NORTH 149.97 FEET OF THE SOUTH 351.56 FEET OF THE WEST 2/3 (SAID WEST 2/3 BEING BY DIMENSION AS MEASURED ALONG CENTER LINE OF WEST 95TH STREET) OF FOLLOWING: THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT A POINT ON THE SOUTH LINE OF SECTION 497.88 FEET WEST OF THE SOUTHWEST CORNER OF THE EAST 11.40 ACRES OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION LYING SOUTH OF RIGHT OF WAY OF WABASH RAILWAY; THENCE NORTH ALONG A STRAIGHT LINE TO SOUTHERLY LINE OF SAID RAILWAY RIGHT OF WAY (SAID STRAIGHT LINE CROSSES A POINT WHICH IS 497.04 FEET WEST OF A POINT 663.61 FEET NORTH OF THE SOUTHWEST CORNER OF SAID EAST 11.40 ACRES); THENCE SOUTHWESTERLY ALONG SOUTHERLY RIGHT OF WAY LINE, SAID RAILWAY TO THE WEST LINE OF SECTION; THENCE SOUTH TO THE SOUTHWEST CORNER OF SECTION; THENCE EAST TO PLACE OF BEGINNING (EXCEPT FROM AFORESAID PARCEL THE NORTH 60 FEET OF THE SOUTH 76 FEET OF THE EAST 145 FEET THEREOF), AND (EXCEPT THAT PART FALLING IN CICERO AVENUE OR KEATING AVENUE) IN COOK COUNTY, ILLINOIS, ALSO

PARCEL 3:

THE NORTH 60 FEET OF THE SOUTH 277.59 FEET OF THE EAST 145 FEET OF WEST 2/3 OF (BY DIMENSION AS MEASURED ALONG THE CENTER LINE OF WEST 95TH STREET) OF THE FOLLOWING: COMMENCING AT A POINT HEREINAFTER DESCRIBED ON THE SOUTH LINE OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT BEGINNING 497.88 FEET WEST OF THE SOUTHWEST CORNER OF A CERTAIN TRACT OF LAND DESCRIBED AS FOLLOWS: THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE CHICAGO AND STRAWN RAILWAY COMPANY (NOW THE WABASH RAILWAY COMPANY) RIGHT OF WAY EXCEPT THEREFROM THE EAST 11.40 ACRES THENCE RUNNING NORTH ALONG A STRAIGHT LINE TO THE SOUTHERLY LINE OF CHICAGO AND STRAWN RAILWAY COMPANY (NOW THE WABASH RAILWAY COMPANY) RIGHT OF WAY SAID LAST MENTIONED STRAIGHT LINE CROSSING A POINT WHICH IS 497.04 FEET WEST OF A POINT WHICH IS 665.61 FEET NORTH OF THE SOUTHEAST

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CORNER OF THE ABOVE DESCRIBED TRACT THENCE RUNNING SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID RIGHT OF WAY TO THE WEST LINE OF SAID SECTION 3; THENCE RUNNING SOUTH TO THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE RUNNING EAST TO THE POINT OF BEGINNING (EXCEPT FROM SAID PREMISES THE EAST 33 FEET) ALSO

PARCEL 4:

THE EAST 133 FEET OF THE SOUTH 201.59 FEET OF THE WEST 2/3 (BY DIMENSION AS MEASURED ALONG THE CENTER LINE OF WEST 95TH STREET) OF THE FOLLOWING DESCRIBED PREMISES: COMMENCING AT A POINT HEREINAFTER DESCRIBED ON THE SOUTH LINE OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN SAID POINT BEING 497.83 FEET WEST OF THE SOUTHEAST CORNER OF A CERTAIN TRACT OF LAND DESCRIBED AS FOLLOWS: THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CHICAGO AND STRAWN RAILWAY COMPANY (NOW THE WABASH RAILWAY COMPANY) RIGHT OF WAY (EXCEPTING THEREFROM THE EAST 11.40 ACRES; THENCE RUNNING NORTH ALONG A STRAIGHT LINE TO THE SOUTHERLY LINE OF THE CHICAGO AND STRAWN RAILWAY COMPANY (NOW WABASH RAILWAY COMPANY) RIGHT OF WAY SAID LAST MENTIONED STRAIGHT LINE CROSSING A POINT WHICH IS 497.04 FEET WEST OF A POINT WHICH IS 665.51 FEET NORTH OF THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID RIGHT OF WAY TO THE WEST LINE OF SECTION 3; THENCE RUNNING SOUTH TO THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE RUNNING EAST TO THE POINT OF BEGINNING (EXCEPTING FROM SAID PREMISES THE SOUTH 62 FEET AND THE EAST 33 FEET THEREOF) ALL IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 4740 WEST 95TH STREET  
OAK LAWN, ILLINOIS

PINs: 24-03-313-027  
24-03-313-045

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PARCEL ONE: LOT 7 AND THAT PART OF LOT 8 LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE WEST LINE OF SAID LOT 8, A DISTANCE OF 160.37 FEET NORTH OF THE SOUTHWEST CORNER THEREOF (AS MEASURED ALONG SAID WEST LINE), AND TERMINATING AT A POINT IN THE EAST LINE OF SAID LOT 8, A DISTANCE OF 159.75 FEET NORTH OF THE SOUTHEAST CORNER THEREOF (AS MEASURED ALONG SAID EAST LINE) IN HIGHFIELD PLACE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 17, 1980 AS DOCUMENT 25393343 AND AS AMENDED JANUARY 2, 1981 AS DOCUMENT 25723114, IN COOK COUNTY, ILLINOIS.

PARCEL TWO: PART OF THE SOUTH 1/2 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 2 DEGREES 00 MINUTES EAST ALONG THE LINE BETWEEN THE LANDS OF STARRETT AND WALBAUM, 1322.0 FEET TO A POINT 25.0 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF SECTION 7; THENCE NORTH 88 DEGREES 00 MINUTES EAST ALONG A LINE THAT IS 25.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF SAID SECTION 7, 502.29 FEET; THENCE SOUTH 2 DEGREES 00 MINUTES WEST, 435.3 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 2 DEGREES 00 MINUTES WEST, 255.0 FEET TO THE NORTHERLY LINE OF THE EVANSTON HIGHWAY (STATE ROUTE 58); THENCE NORTH 89 DEGREES 39 MINUTES WEST ALONG SAID NORTHERLY LINE OF 101.0 FEET; THENCE NORTH 2 DEGREES 00 MINUTES EAST 255.0 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES EAST PARALLEL WITH THE NORTHERLY LINE OF EVANSTON HIGHWAY 101.00 FEET TO THE PLACE OF BEGINNING, BEING SITUATED IN COOK COUNTY, ILLINOIS.

PARCEL 3: AN EASEMENT FOR INGRESS AND EGRESS RECORDED SEPTEMBER 20, 1996 AS DOCUMENT 96723214 OVER AND UPON PART OF LOT 8 IN HIGHFIELD PLACE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 17, 1980 AS DOCUMENT 25393343 AND AS AMENDED JANUARY 2, 1981 AS DOCUMENT 25723114, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT, BEING ON A CURVE TO THE LEFT AND HAVING A RADIUS OR 533.0 FEET, AN ARC DISTANCE OF 57.37 FEET FOR THE POINT OF BEGINNING, (THE CHORD OF THE LAST DESCRIBED CURVE BEARING SOUTH 05 DEGREES 51 MINUTES 06 SECONDS WEST 115.17 FEET TO THE WEST LINE OF SAID LOT 8; THENCE NORTH 02 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE, 15.0 FEET; THENCE

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9  
7  
9  
7  
9  
3  
1  
9

SOUTH 88 DEGREES 00 MINUTES 00 SECONDS EAST 115.58 FEET TO THE EAST LINE OF SAID LOT 8; THENCE SOUTHERLY ALONG SAID EAST LINE, BEING ON A CURVE TO THE LEFT AND HAVING A RADIUS OF 533.0 FEET, AN ARC DISTANCE OF 15.01 FEET TO THE POINT OF BEGINNING (THE CHORD OF THE LAST DESCRIBED CURVE BEARING SOUTH 03 DEGREES 34 MINUTES 30 SECONDS WEST 15.01 FEET), IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: SUMMIT & WAVERLY STREETS  
ELGIN, ILLINOIS

PIN(S): 06-07-302-031  
06-07-309-019  
06-07-309-020

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## Exhibit A-1

### Legal Description of Leasehold Land

#### PARCEL 1:

LOTS 15, 16 AND 17 IN BLOCK 10 IN JOHN LEWIS COCHRAN'S SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 14-08-210-007  
14-08-210-006

#### PARCEL 2:

LOT 18 IN BLOCK 10 IN JOHN LEWIS COCHRAN'S SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 14-08-210-004  
14-08-210-005

PROPERTY ADDRESS: 5201-09 NORTH BROADWAY  
CHICAGO, ILLINOIS 60640

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## Exhibit A-2

### Legal Description of Leasehold Land

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH NARRAGANSETT AVENUE, BEING A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4, WITH A LINE DRAWN 690.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST FULLERTON AVENUE PER DOCUMENT NO. 10441963; THENCE WEST, ALONG THE LAST DESCRIBED PARALLEL LINE 650.00 FEET; THENCE SOUTH 49 DEGREES 35 MINUTES 00 SECONDS WEST, ALONG A LINE FORMING AN ANGLE OF 40 DEGREES 25 MINUTES 00 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED LINE (AS MEASURED FROM WEST TO SOUTHWEST) A DISTANCE OF 139.00 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 54 SECONDS WEST, 77.731 FEET TO A LINE DRAWN 796.996 (MEASURED PARALLEL WITH THE AFORESAID NORTH LINE OF WEST FULLERTON AVENUE) WEST OF AND PARALLEL WITH THE WEST LINE OF NORTH NARRAGANSETT AVENUE; THENCE SOUTH 0 DEGREES 49 MINUTES 53 SECONDS EAST, ALONG SAID PARALLEL LINE 352.557 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUING SOUTH 0 DEGREES 49 MINUTES 53 SECONDS EAST, 180.00 FEET TO SAID NORTH LINE OF WEST FULLERTON AVENUE; THENCE EAST, ALONG SAID NORTH LINE, 210.00 FEET; THENCE NORTH 0 DEGREES 49 MINUTES 53 SECONDS WEST 180.00 FEET; THENCE WEST 210.00 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

P.I.N.: 13-30-410-012

COMMONLY KNOWN AS:

OUT PARCEL LOCATED AT  
6500 WEST FULLERTON  
BRICKTOWN SQUARE  
CHICAGO, ILLINOIS

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## Exhibit B-1

### Description of Ground Lease

Ground Lease dated January 5, 1995 among Chicago Title and Trust Company, as Trustee under Trust No. 32642, Chicago Title and Trust Company and Mark S. Wicks as co-trustees of the Mark S. Wicks Trust, and Chicago Title and Trust Company and James M. Wicks as co-trustees of the James M. Wicks Trust, collectively as Landlord, and Delroy Farms, Inc., as Tenant, and Memorandum of Lease recorded in the Office of the Cook County Recorder on August 31, 1995 as Document 95582322.

Property of Cook County Clerk's Office

97979329



# UNOFFICIAL COPY

## Exhibit B-2

### Description of Ground Lease

Ground Lease dated March 8, 1995 by and between Malan Realty Investors, Inc., as Landlord, and Delray Farms, Inc., as Tenant, and a Memorandum of Lease recorded in the Office of the Cook County Recorder as Document 95204299.

Property of Cook County Clerk's Office

95204299

95204299