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COOK COUNTY RECORDER

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## SECOND LOAN MODIFICATION AND SPREADER AGREEMENT

THIS SECOND LOAN MODIFICATION AND SPREADER AGREEMENT (this "Agreement") is made as of this 19th day of May, 1997, by and among LAGROU COLD STORAGE PARTNERSHIP, an Illinois general partnership ("Borrower"), LAGROU COLD STORAGE CORPORATION, an Illinois corporation (the "Corporation"), DONALD SCHIMEK ("Schimek"), JAMES STANCEL ("Stancel") and LASALLE NATIONAL BANK, a national banking association ("Lender").

### RECITALS:

A. Lender has heretofore made a loan to Borrower (the "Loan") in the original principal amount of Six Million and No/100 Dollars (\$6,000,000.00) as evidenced by a Term Note dated December 29, 1992 from Borrower to Lender (the "Original Note").

### THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Rudaick & Wolfe  
203 North LaSalle Street  
Suite 1800  
Chicago, Illinois 60601  
Attn: David Glickstein, Esq.

BPB0547 05/29/97 1607

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B. The Original Note was secured by, among other things, (i) that certain Mortgage, Security Agreement and Financing Statement dated December 29, 1992 and recorded in the office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") as Document No. 92981499 (the "Mortgage"), (ii) that certain Assignment of Rents and Leases dated December 29, 1992 and recorded in the Recorder's Office as Document No. 92981500 (the "Assignment of Leases"); (iii) that certain Security Agreement dated December 29, 1992 from Borrower to Lender (the "Security Agreement"); (iv) that certain Environmental Indemnity Agreement dated December 29, 1992 from Borrower, the Corporation, Stancel and Schimek to Lender (the "Indemnity Agreement"); (v) a Loan and Security Agreement dated December 29, 1992 from the Corporation to Lender; and (vi) certain other loan documents (the Original Note, the Mortgage, the Assignment of Leases, the Security Agreement, the Indemnity Agreement, the Loan Agreement and the other documents evidencing and securing the Loan, in their original form and as amended hereby, and the Note (as hereinafter defined) are sometimes collectively referred to herein as the "Loan Documents");

C. To further secure the Loan, Schimek executed and delivered to Lender a Continuing Unconditional Guaranty dated December 29, 1992 (the "Schimek Guaranty"), Stancel executed and delivered to Lender a Continuing Unconditional Guaranty dated December 29, 1992 (the "Stancel Guaranty"), and the Corporation executed and delivered to Lender a Continuing Unconditional Guaranty dated December 29, 1992 (the "Corporate Guaranty"). The Schimek Guaranty, the Stancel Guaranty and the Corporate Guaranty are collectively referred to herein as the "Guarantees".

D. The Original Note was subsequently amended by that certain Amended and Restated Term Note dated September 22, 1995, whereby the principal amount of the Loan was increased to Nine Million Two Hundred Fifty-Six Thousand Seven Hundred Twenty and No/100 Dollars (\$9,256,720) ("Amended Note"). (The Original Note and Amended Note are referred to herein collectively as the "Revised Note".)

E. The Revised Note is secured by, among other things, the Loan Documents, as amended by that First Loan Modification and Spreader Agreement dated September 22, 1995 and recorded in the Recorder's Office as Document No. 956480A (the "First Modification"). (The Loan Documents as amended by the First Modification are referred to as the "Amended Loan Documents".)

F. The Mortgage, as amended by the First Modification, encumbers the real property legally described on Exhibit A attached hereto (the "Property").

G. Borrower desires to amend the Amended Loan Documents in order to, among other things, (i) decrease the maximum stated principal amount of the Loan, and (ii) include as additional security for the Loan the real property and all improvements thereon commonly known as the northeast corner of 35th Street and Kostner Avenue, Chicago, Illinois which

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property is legally described on Exhibit B attached hereto and made a part hereof (the "Second Kostner Parcel").

H. As a condition to Lender's agreement to amend the Loan as herein provided, Lender has required that Borrower execute and deliver to Lender (i) a Second Amended and Restated Note of even date herewith (the "Note") which replaces and supersedes the Revised Note in its entirety, and (ii) this Agreement. In addition, Lender has required a reaffirmation of the Corporate Guaranty and required Schimek and Stancel to each execute a new Continuing Unconditional Guaranty.

## AGREEMENTS:

NOW, ~~THEFORE~~, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreement by Lender to modify the Amended Loan Documents as provided herein and in the Note, (iii) the covenants and agreements contained herein and in the Note and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree and amend the Loan Documents as follows:

1. Loan Amount. The amount of the Loan is hereby decreased to Eight Million, Two Hundred Five Thousand, Four Hundred Seventy-Five and 37/100 Dollars (\$8,205,475.37), as evidenced by the Note. Borrower shall make interest and principal payments on the Note in accordance with the terms of the Note.

2. Grant of Additional Property. The Amended Loan Documents are hereby amended to include the Second Kostner Parcel in the real property and any improvements described therein. Any reference in the Amended Loan Documents to the term "Premises" shall hereafter include the Second Kostner Parcel.

3. Reaffirmation of Amended Loan Documents. Borrower, the Corporation, Stancel and Schimek hereby acknowledge and agree that except as specifically set forth herein, the terms of the Amended Loan Documents shall remain in full force and effect and are hereby ratified, confirmed and approved in all respects.

4. Modification of Schimek Guaranty. Lender and Schimek hereby acknowledge and agree that the Schimek Guaranty and Stancel Guaranty are terminated and new guarantees from Stancel and Schimek are being executed concurrently herewith (the "New Guarantees").

5. Reaffirmation of Corporate Guaranty. The Corporation hereby ratifies and reaffirms its Guaranty, and each of the terms and provisions contained therein and agrees that said Guaranty shall continue in full force and effect following the execution and delivery of this

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Agreement and the decrease and modification of the Loan contemplated herein. The Corporation represents and warrants to Lender that its Guarantee was on the date of the execution and delivery hereof, and continues to be, the valid and binding obligation of the Corporation enforceable in accordance with its terms and that the Corporation has no claims or defenses to the enforcement of the rights and remedies of Lender under said Guarantee.

6. **Representations and Warranties of Borrower.** Borrower hereby represents, covenants and warrants to Lender that there is currently no default or event of default under the Amended Loan Documents and Borrower knows of no event or circumstance which with the giving of notice or passing of time, or both, would constitute a default under the Amended Loan Documents.

7. **Title Policy.** Upon execution and delivery of this Agreement by Borrower to Lender, Borrower shall, at its sole cost and expense, cause Chicago Title Insurance Company to issue a title insurance policy (the "Title Policy"), as of the date this Agreement recorded with the Recorder's Office, reflecting (i) the recording of this Agreement, (ii) the inclusion of the Second Kostner Parcel in the description of real property secured thereunder, and (iii) insuring the first priority of the lien of the Mortgage, as amended by the First Modification, on the Property and the Second Kostner Parcel, subject only to such permitted exceptions as may be approved by Lender.

8. **Expenses.** Borrower shall promptly pay all costs and expenses incurred by Lender in connection with this Agreement including, without limitation, title charges, recording fees, appraisal fees, consultants' fees and all of Lender's attorneys' fees and expenses incurred in connection with this Agreement.

9. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) This Agreement shall not be construed more strictly against Lender than against Borrower merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the others in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that

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it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered under the laws of the State of Illinois to execute it.

(c) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower nor shall privity of contract be presumed to have been established with any third party.

(d) Borrower and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Amended Loan Documents, this Agreement, the Corporate Guaranty and the New Guarantees, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement, the Note, the Corporate Guaranty and the New Guarantees. Except as expressly modified hereby and in the Note, the terms of the Amended Loan Documents are and remain unmodified and in full force and effect.

(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Mortgage" or any of the other Loan Documents or Amended Loan Documents contained in any of the Amended Loan Documents shall be deemed to refer to such documents as amended hereby. Any reference in the Amended Loan Documents to "Loan Documents" or any other term referring to any one or more of the Loan Documents shall be deemed to refer to such documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(h) Time is of the essence of each of Borrower's obligations under this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

**BORROWER:**

**LAGROU COLD STORAGE  
PARTNERSHIP, an Illinois  
general partnership**

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

Name: Donald Schimek

Title: General Partner

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

Name: James Stancel

Title: General Partner

**GUARANTORS:**

\_\_\_\_\_  
Donald Schimek

\_\_\_\_\_  
James Stancel

**CORPORATION:**

**LAGROU COLD STORAGE  
CORPORATION**

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

Name: Donald Schimek

Title: President

**LENDER:**

**LASALLE NATIONAL BANK, a national  
banking association**

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

Name: \_\_\_\_\_

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

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IN WITNESS WHEREOF the parties hereto have executed this Agreement dated as of the day and year first above written.

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**BORROWER:**

**LAGROU COLD STORAGE PARTNERSHIP, an Illinois general partnership**

Donald Schimek  
General Partner

James Stappel  
General Partner

**GUARANTORS:**

Donald Schimek

James Stappel

**CORPORATION:**

**LAGROU COLD STORAGE CORPORATION**

By: \_\_\_\_\_  
Name: Donald Schimek  
Title: President

**LENDER:**

**LASALLE NATIONAL BANK, a national banking association**

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

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D1094027200

Jane Cox .  
Chicago Title  
171 N. LaSalle

Chicago Title

IL

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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, Christine M Ross, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Donald Schimek and James Stancel, both individually and as the general partners of LaGrou Cold Storage Partnership, an Illinois general partnership, personally known to me to be the same persons whose names are subscribed to the foregoing instrument individually as such General Partners, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and for the use and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30<sup>th</sup> day of May, 1997.

Christine M Ross  
Notary Public

My commission expires:

\_\_\_\_\_



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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

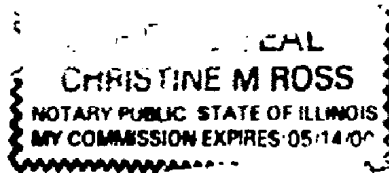
I, Christine M Ross, a Notary Public in and for said County in the State aforesaid, **DO HEREBY CERTIFY** that Donald Schimeck, the President of LaGrou Cold Storage Corporation, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30<sup>th</sup> day of May, 1997.

Christine M Ross  
Notary Public

My commission expires:

\_\_\_\_\_



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PARCEL A: (3534 S. KOSTNER)

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PARCEL A1:

THAT PART OF A TRACT OF LAND CONSISTING OF PARTS OF LOTS 5, 6 AND 7 IN COUNTY CLERK'S DIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE CHICAGO AND ILLINOIS WESTERN RAILROAD RIGHT OF WAY, SAID POINT BEING 28.49 FEET SOUTH OF THE EAST AND WEST CENTER LINE OF SAID SECTION 34; THENCE SOUTH ALONG THE EAST LINE OF SAID RIGHT OF WAY, SAID LINE BEING 256.43 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, FOR A DISTANCE OF 400 FEET; THENCE EAST PARALLEL TO SAID EAST AND WEST CENTER LINE OF SECTION 34; FOR A DISTANCE OF 924.06 FEET TO A LINE 144 FEET WEST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 34; THENCE NORTH, ALONG SAID LINE 144 FEET WEST OF AND PARALLEL

3534 S. Kostner  
Chicago IL

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Exhibit A

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TO THE NORTH AND SOUTH CENTER LINE OF SECTION 34 FOR A DISTANCE OF 201.77 FEET; THENCE WEST, ALONG A LINE FORMING AN INTERIOR ANGLE OF 89 DEGREES 56 MINUTES 00 SECONDS WITH THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 273.10 FEET; THENCE NORTH TO A POINT ON A LINE 28.49 FEET SOUTH OF AND PARALLEL TO SAID EAST WEST CENTER LINE OF SECTION 34, SAID POINT BEING 417.25 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 34, AS MEASURED ALONG SAID LINE 28.49 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTER LINE OF SECTION 34; THENCE WEST, ALONG SAID LINE 28.49 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTER LINE OF SECTION 34, FOR A DISTANCE OF 650.68 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

(EXCEPT THAT PART DESCRIBED AS FOLLOWS:

THAT PART OF LOT 5 IN COUNTY CLERK'S DIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF CHICAGO AND ILLINOIS WESTERN RAILROAD RIGHT OF WAY, SAID POINT BEING 28.49 FEET SOUTH OF THE EAST AND WEST CENTER LINE OF SAID SECTION 34. THENCE SOUTH ALONG THE EAST LINE OF SAID RIGHT OF WAY, SAID LINE BEING 256.43 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, FOR A DISTANCE OF 400.00 FEET; THENCE EAST, PARALLEL TO SAID EAST AND WEST CENTER LINE OF SECTION 34, FOR A DISTANCE OF 924.06 FEET TO A POINT ON A LINE 144.00 FEET WEST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 34. SAID POINT HEREINAFTER REFERRED TO AS THE POINT OF BEGINNING OF THE FOLLOWING TRACT OF LAND DESCRIBED HEREON; THENCE NORTH ALONG SAID LINE 144.00 FEET WEST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SECTION 34, FOR A DISTANCE OF 201.77 FEET; THENCE WEST, ALONG A LINE FORMING AN INTERIOR ANGLE OF 89 DEGREES, 56 MINUTES 00 SECONDS WITH THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 243.10 FEET TO THE EAST LINE OF AN EASEMENT FOR INGRESS AND EGRESS AS CREATED BY GRANT FROM FIRST AMERICAN REALTY COMPANY, A CORPORATION OF DELAWARE, DATED JANUARY 26, 1967 AND RECORDED JANUARY 30, 1967 AS DOCUMENT NO. 20053110; THENCE SOUTH ON SAID EAST LINE OF SAID EASEMENT FOR A DISTANCE OF 201.72 FEET TO A POINT ON THE AFORESAID LINE, PARALLEL WITH THE EAST AND WEST CENTER LINE OF SECTION 34; THENCE EAST ON SAID PARALLEL LINE, FOR A DISTANCE OF 242.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.)

PARCEL A2:

THAT PART OF LOT 6 IN COUNTY CLERK'S DIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 34, AFORESAID; THENCE WEST, ALONG THE EAST AND WEST CENTER LINE OF SAID SECTION 34, 1,067.92 FEET, TO THE EAST

ENDING

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LINE OF THE CHICAGO AND ILLINOIS WESTERN RAILROAD RIGHT OF WAY: THENCE SOUTH, ALONG SAID EAST LINE 428.49 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH, ALONG THE LAST DESCRIBED COURSE, 47.50 FEET; THENCE NORTHEASTERLY 50 FEET TO A POINT IN A LINE 428.49 FEET SOUTH OF AND PARALLEL TO SAID EAST AND WEST CENTER LINE OF SECTION 34, SAID POINT BEING 15 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST, 15 FEET, TO THE POINT OF BEGINNING. IN COOK COUNTY, ILLINOIS.

PARCEL A3:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AND PARCEL 2 AFORESAID, AS CREATED BY GRANT FROM FIRST AMERICAN REALTY COMPANY, A CORPORATION OF DELAWARE, DATED JANUARY 26, 1967 AND RECORDED JANUARY 30, 1967 AS DOCUMENT 20053110, IN COOK COUNTY, ILLINOIS.

PARCEL B: (4551 S. RACINE)

*Chicago IL*

PARCEL B1:

THAT PART OF LOT 8 IN STOCK YARDS SUBDIVISION OF THE EAST 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 FOLLOWS:

BEGINNING ON A LINE WHICH IS 1122.96 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 OF SECTION 5, AT A POINT THEREON WHICH IS 788.45 FEET NORTH FROM THE SOUTH LINE OF SAID LOT 8, SAID SOUTH LINE BEING IDENTICAL 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 204.84 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 204.84 FEET TO ITS INTERSECTION WITH THE SOUTH LINE 1122.96 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 AND THENCE NORTH ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 87.85 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL B2:

THAT PART OF LOT 8 IN STOCK YARDS SUBDIVISION OF THE EAST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID LOT 8, BEING A LINE 1122.96 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 OF SECTION 5, AT A

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POINT THEREON WHICH IS 411.00 FEET NORTH FROM THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5; AND RUNNING THENCE 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 FEET NORTH FROM THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5; THENCE EAST ALONG A LINE 349.00 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5, A DISTANCE OF 452.55 FEET; 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 NORTH 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 FEET TO A POINT WHICH IS 603.72 FEET NORTH FROM THE SOUTH LINE AND 831.13 FEET WEST FROM THE EAST LINE OF SAID EAST 1/2 OF SECTION 5; THENCE NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 478.34 FEET, A DISTANCE OF 270.85 FEET TO A POINT WHICH IS 788.45 FEET 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 FEET 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 EAST 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 FOLLOWS: BEGINNING ON A LINE WHICH IS 1122.96 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 OF SECTION 5, AT A POINT THEREON WHICH IS 788.45 FEET NORTH FROM THE SOUTH LINE OF SAID LOT 8, SAID SOUTH LOT LINE BEING IDENTICAL 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 204.84 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 87.25 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 204.84 FEET TO ITS INTERSECTION WITH SAID LINE 1122.26 FEET EAST FROM AND PARALLEL WITH WEST LINE OF SAID EAST 1/2; THENCE NORTH ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 87.25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

## PARCEL B3:

EASEMENT FOR THE BENEFIT OF PARCELS B1 AND B2 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 FOLLOWING DESCRIBED PARCELS OF REAL ESTATE:

A STRIP OF LAND, 20 FEET WIDE, COMPRISED OF A PART OF EACH OF LOTS 8, 10,

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AND 11 IN STOCK YARDS SUBDIVISION OF THE EAST HALF OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID STRIP OF LAND BEING 10 FEET IN WIDTH ON EACH SIDE OF A CENTER LINE (AND A WESTWARD EXTENSION THEREOF) DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WESTERLY LINE OF SAID LOT 11, WITH A LINE 986.16 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF THE EAST HALF OF SAID SECTION 5, (SAID POINT OF INTERSECTION BEING 124.07 FEET, MEASURED ALONG SAID PARALLEL LINE, EAST FROM THE WEST LINE OF SAID EAST HALF OF SECTION 5), AND RUNNING 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 FEET 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 ALONG THE ARC OF A CIRCLE WHICH IS CONVEX TO THE NORTH, HAS A RADIUS OF 100 FEET AND IS TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 52.36 FEET TO A POINT OF TANGENT ON THE NORTH LINE OF SAID LOT 11; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 11 (SAID NORTH LINE BEING 1023 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID EAST HALF OF SECTION 5) A DISTANCE OF 826.25 FEET; THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 100 FEET, A DISTANCE OF 156.90 FEET TO A POINT OF TANGENT ON A LINE 2285.80 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SAID EAST HALF 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 NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID EAST HALF OF SECTION 5.

## PARCEL B4:

EASEMENT FOR THE BENEFIT OF PARCELS B1 AND B2 FOR INGRESS AND EGRESS CREATED BY EASEMENT 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 NATIONAL 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:

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

BEGINNING AT A POINT WHICH IS 956.46 FEET NORTH FROM THE SOUTH LINE AND 37.14 FEET EAST FROM THE WEST LINE OF SAID EAST 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 EAST FROM THE WEST LINE OF SAID EAST 1/2 OF SECTION 5; THENCE EASTWARDLY ALONG A STRAIGHT LINE A DISTANCE 84.32 FEET TO A POINT 995.32 FEET NORTH

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FROM THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5 AND ON THE LINE BETWEEN LOTS 11 AND 12 IN SAID STOCK YARD'S SUBDIVISION, (SAID LINE BETWEEN LOTS 11 AND 12 BEING ALSO THE EASTERLY LINE OF THE LANDS OF THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY); THENCE SOUTHWARDLY ALONG THE LINE BETWEEN LOTS 11 AND 12, SAID LINE BEING THE ARC 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 WESTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 89.00 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PARCEL C: (2102 W. PERSHING) *Chicago, IL*

PARCEL C1:

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, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN A LINE PARALLEL TO AND 33 FEET SOUTH OF THE NORTH LINE AND 641.32 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE SOUTH AT RIGHT ANGLES TO SAID PARALLEL LINE 310 FEET; THENCE EAST ON A LINE PARALLEL TO THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6, A DISTANCE OF 125.93 FEET TO A POINT; THENCE NORTHEASTERLY 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 NORTH LINE AND 509.6 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE NORTH ON A LINE AT RIGHT ANGLES TO A LINE PARALLEL TO AND 33 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6, A DISTANCE OF 292.86 FEET; THENCE WEST ON LAST DESCRIBED PARALLEL LINE BEING ALSO THE SOUTH LINE OF WEST 29TH STREET, 132.5 FEET TO THE PLACE OF BEGINNING; IN COOK COUNTY, ILLINOIS

PARCEL C2:

THAT PART OF THE NORTHEAST 1/4 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 33 FEET SOUTH OF THE NORTH LINE AND 376.32 FEET WEST OF THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE WEST ALONG A LINE 33 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID NORTHWEST 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 LINE A DISTANCE OF 292.86 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX TO THE NORTHWEST WITH A RADIUS 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 NORTH LINE OF THE NORTHEAST 1/4 OF SAID NORTHWEST 1/4; THENCE NORTH ALONG A STRAIGHT LINE A DISTANCE OF 166.19 FEET TO THE PLACE

ENDING

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OF BEGINNING; IN COOK COUNTY, ILLINOIS

PARCEL C3:

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, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 33 FEET SOUTH OF THE NORTH LINE AND 691.39 FEET WEST OF THE NORTHEAST 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 SAID SECTION 6, SAID POINT BEING 999.39 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE EAST 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; IN COOK COUNTY, ILLINOIS

PARCEL C4:

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 37 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST 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 POINT 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 THE EAST LINE OF THE SAID NORTHWEST 1/4; THENCE NORTHEASTERLY ALONG SAID CURVED LINE TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 50.07 FEET EAST OF THE ABOVEMENTIONED LINE DRAWN AT RIGHT ANGLES TO THE SAID SOUTH LINE OF WEST PERSHING ROAD; THENCE NORTH ALONG SAID PARALLEL LINE A DISTANCE OF 469.79 FEET MORE OR LESS TO ITS INTERSECTION WITH THE SAID SOUTH LINE OF WEST PERSHING ROAD; THENCE WEST ALONG THE SOUTH LINE OF WEST PERSHING ROAD A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS

PARCEL C5:

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 THE INTERSECTION OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4 OF SECTION 6 FROM A POINT WHICH IS 999.3 FEET WEST OF THE NORTHEAST CORNER THEREOF,

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WITH THE SOUTH LINE OF THE NORTH 533 FEET OF THE SAID NORTHWEST 1/4; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 533 FEET A DISTANCE OF 306 FEET MORE OR LESS TO ITS INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 371 FEET, THE SAID CURVE BEING DRAWN FROM A POINT 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 THE EAST LINE OF THE NORTHWEST 1/4; THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED CURVED LINE TO A POINT IN THE SOUTH LINE OF THE NORTH 573 FEET, SAID POINT BEING 860 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH 573 FEET A DISTANCE OF 140.79 FEET MORE OR LESS TO ITS INTERSECTION WITH THE EXTENSION OF THE AFOREMENTIONED LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4; THENCE NORTH ALONG SAID LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4 A DISTANCE OF 40 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS

## PARCEL C6:

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 ON A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4 OF SECTION 6 FROM A POINT WHICH IS 999.3 FEET WEST OF THE NORTHEAST 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 EAST WITH A RADIUS OF 270 FEET AN ARC DISTANCE OF 149.75 FEET MORE OR LESS TO A POINT IN THE SOUTH LINE OF THE NORTH 533 FEET 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 NORTHWEST 1/4; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 3.72 FEET MORE OR LESS TO A POINT 535.76 FEET SOUTH OF THE NORTH LINE OF THE SAID NORTHWEST 1/4 50 FEET WEST OF THE SAID LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHEAST WITH A RADIUS OF 192.13 FEET AN ARC DISTANCE OF 51.83 FEET MORE OR LESS TO A POINT IN THE SOUTH LINE OF THE NORTH 573 FEET OF THE SAID NORTHWEST 1/4, SAID POINT BEING 85.89 FEET 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 FEET 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 ALONG SAID LINE DRAWN AT RIGHT ANGLE A DISTANCE OF 180 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

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Exhibit B

Parcel D: (vacant land at 36<sup>th</sup> + Kostner,  
Chicago, IL)

## PARCEL D1:

TRACT OF LAND CONSISTING OF PARTS OF LOT 1 IN COUNTY CLERK'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOGETHER WITH PARTS OF LOTS 5 AND 7 IN COUNTY CLERK'S DIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION 34, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE 428.68 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTER LINE OF SAID SECTION 34 AND A LINE 33.00 FEET EAST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 34; THENCE WEST, ALONG SAID LINE 428.68 FEET SOUTH OF AND PARALLEL TO SAID EAST AND WEST CENTER LINE, 449.95 FEET, MORE OR LESS, TO THE CENTER LINE OF EXISTING ROAD; THENCE SOUTH, ALONG SAID CENTER LINE OF THE EXISTING ROAD, 433.29 FEET, TO A LINE 861.97 FEET SOUTH OF AND PARALLEL TO SAID EAST AND WEST CENTER LINE OF SECTION 34, THENCE EAST, ALONG SAID LINE 861.97 FEET SOUTH OF AND PARALLEL TO SAID EAST AND WEST CENTER LINE, 449.95 FEET MORE OR LESS, TO SAID LINE 33.00 FEET EAST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTER LINE; THENCE NORTH, ALONG SAID LINE 33.00 FEET EAST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTER LINE, 433.29 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL D2:

EASEMENT FOR THE BENEFIT OF PARCEL D1 AS CREATED BY GRANT FROM PEOPLES GAS LIGHT AND COKE COMPANY, CORPORATION OF ILLINOIS, DATED JANUARY 26, 1967 AND RECORDED JANUARY 30, 1967 AS DOCUMENT 20053109 FOR A ROADWAY AND INSTALLATION AND MAINTENANCE OF GAS PIPELINES, ELECTRICAL CONDUIT SYSTEMS, SEWERS, WATER PIPES, CONDUITS, WIRES, LINES, POLES AND OTHER POLES AND OTHER RELATED FACILITIES, THROUGH, ALONG, UNDER AND ACROSS THE FOLLOWING DESCRIBED PARCEL OF LAND:

THE NORTH 188.03 FEET OF THE SOUTH 488.03 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EAST OF A LINE 1430.00 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF SAID NORTHEAST 1/4

## PARCEL D3:

EASEMENT FOR THE BENEFIT OF PARCEL D1 AS CREATED BY GRANT FROM PEOPLES GAS LIGHT AND COKE COMPANY, CORPORATION OF ILLINOIS, DATED JANUARY 26, 1967 AS DOCUMENT 20053109, FOR ROADWAY AND INSTALLATION AND MAINTENANCE OF GAS PIPLES, ELECTRICAL CONDUIT SYSTEMS, SEWERS, WATER PIPES, CONDUITS, WIRES, LINES, POLES AND OTHER RELATED FACILITIES, THROUGH, ALONG, UNDER AND ACROSS THE FOLLOWING DESCRIBED PARCEL OF LAND:

A STRIP OF LAND 100 <sup>Feet</sup> WIDE EXTENDING ACROSS THE EAST 1/2 OF THE

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SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ACROSS A PART OF LOT 1 IN COUNTY CLERK'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 34, SAID STRIP OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF THE EAST 33 FEET OF SAID SOUTHEAST 1/4 OF SECTION 34, TO A POINT THEREON WHICH IS 247.54 FEET SOUTH FROM THE NORTH LINE OF SAID SOUTHEAST 1/4 AND RUNNING; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 1505.27 FEET TO A POINT WHICH IS 808.09 FEET SOUTH FROM SAID NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 34, AND ON A LINE WHICH IS 1430.00 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 107.75 FEET TO ITS INTERSECTION WITH A LINE WHICH IS 100 FEET, MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM AND PARALLEL WITH THE AFORESAID STRAIGHT LINE; THENCE NORTHEASTWARDLY ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 1505.27 FEET TO ITS INTERSECTION WITH SAID WEST LINE OF THE EAST 33 FEET OF SECTION 34; AND THENCE NORTH ALONG SAID WEST LINE OF THE EAST 33 FEET, A DISTANCE OF 107.75 FEET TO THE POINT OF BEGINNING;

PARCEL D4:

EASEMENT FOR THE BENEFIT OF PARCEL D1 AS CREATED BY GRANT FROM FIRST AMERICAN REALTY COMPANY, CORPORATION OF DELAWARE, DATED JANUARY 26, 1967 AND RECORDED JANUARY 30, 1967 AS DOCUMENT 20050110 FOR A ROADWAY, INGRESS AND EGRESS AND PASSAGE OF TRAFFIC, AND MAINTAINING, SERVICING, REPLACING, INSTALLING, EXTENDING AND CONSTRUCTING SEWER PIPES, WATER PIPES, CONDUITS, CABLES, WIRES, LINES, POLES, FIRE HYDRANTS AND ANY COLLATERAL OR SIMILAR UTILITY EQUIPMENT OVER, UPON, ALONG AND ACROSS THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PARCEL OF LAND CONSISTING OF A PART OF THE SOUTH 1/2 OF THE NORTHEAST HALF OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND CONSISTING ALSO OF A PART OF LOT 1 IN COUNTY CLERK'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 34, TOGETHER WITH A PART OF EACH OF LOTS 4, 5, AND 7 IN COUNTY CLERK'S DIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION 34. SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON A LINE WHICH IS 1430 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 34, AT A POINT THEREON WHICH IS 891.97 FEET SOUTH FROM THE NORTH LINE OF SAID SOUTHEAST 1/4, AND RUNNING

THENCE WEST ALONG A LINE PARALLEL WITH THE EAST AND WEST CENTER LINE OF SAID SECTION 34, A DISTANCE OF 1666.39 FEET;

THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID SECTION 34, A DISTANCE OF 1257.57 FEET;

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THENCE NORTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 102.43 FEET, A DISTANCE OF 160.89 FEET TO A POINT 468.03 FEET NORTH FROM SAID EAST AND WEST CENTER LINE OF SECTION 34, WHICH POINT IS 2993.96 FEET WEST FROM THE EAST LINE OF SAID SECTION 34;

THENCE EAST ALONG A LINE PARALLEL WITH SAID EAST AND WEST CENTER LINE OF SECTION 34, A DISTANCE OF 1563.96 FEET TO ITS INTERSECTION WITH SAID LINE WHICH IS 1430 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF SAID SECTION 34;

THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 60.00 FEET;

THENCE WEST ALONG A LINE 408.03 FEET NORTH FROM AND PARALLEL WITH SAID EAST AND WEST CENTER LINE OF SECTION 34, A DISTANCE OF 1506.39 FEET;

THENCE SOUTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 100 FEET A DISTANCE OF 157.08 FEET TO A POINT WHICH IS 308.03 FEET NORTH FROM SAID EAST AND WEST CENTER LINE OF SECTION 34 AND WHICH IS 3036.39 FEET WEST FROM THE EAST LINE OF SAID SECTION 34;

THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID SECTION 34 A DISTANCE OF 1040.00 FEET;

THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 100 FEET A DISTANCE OF 157.08 FEET TO A POINT WHICH IS 2936.39 FEET WEST FROM THE EAST LINE OF SAID SECTION 34 AND WHICH IS 831.97 FEET SOUTH FROM SAID EAST AND WEST CENTER LINE OF SECTION 34;

THENCE EAST ALONG A LINE PARALLEL WITH SAID EAST AND WEST CENTER LINE OF SECTION 34 A DISTANCE OF 1506.39 FEET TO ITS INTERSECTION WITH SAID LINE WHICH IS 1430 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 34; AND

THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING. (EXCEPT THAT PART FALLING IN PARCEL D1), IN COOK COUNTY, ILLINOIS.

P.I.N. 16-34-302-014-0000  
16-34-302-030-0000  
16-34-302-031-0000  
16-34-302-024-0000  
16-34-400-017-0000

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