

1998-10-06 12:26:02
Cook County Recorder



PREPARED BY, RECORDING REQUESTED BY AND
~~AFTER RECORDING PLEASE RETURN TO:~~
ELIZABETH DAVIDSON, ESQ.
KATTEN MUCHIN & ZAVIS
525 WEST MONROE STREETS, SUITE 1600
CHICAGO, ILLINOIS 60661
312/902-5275

Return to:

BOX 15

OL
7/17/98

NTS 24-25373

MODIFICATION AGREEMENT

This MODIFICATION AGREEMENT (this "Instrument") is made as of this 30th day of September, 1998, between SCRAP PROCESSING, INC., an Illinois corporation ("Mortgagor"), whose chief executive office is 2232 S. Blue Island Road, Chicago, IL 60608, and BT COMMERCIAL CORPORATION, a Delaware corporation, whose address is 233 South Wacker Drive, Chicago, Illinois 60606, in its capacity as agent (in such capacity, "Mortgagee") for all "Lenders" (as such term is defined by reference in the Mortgage described below). Capitalized terms used but not defined herein shall have the same meanings herein as such terms have in the Mortgage.

RECITALS

A. Mortgagee, Mortgagor and Lenders are parties to that certain Credit Agreement dated as of March 31, 1998, as amended (as amended, restated, supplemented and otherwise modified and in effect from time to time, the "Credit Agreement"), pursuant to which Mortgagor and Lenders have made loans and/or extended other financial accommodations to or for the benefit of Mortgagor and certain of its affiliates which are secured by, among other things, the Mortgage.

B. Pursuant to the Credit Agreement, Mortgagor has previously executed and delivered in favor of Mortgagee a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made as of June 12, 1998 and recorded in the office of the Recorder for Cook County, State of Illinois on June 17, 1998, as Document Number 98513939 (the "Mortgage"), which Mortgage encumbers Mortgagor's interest in the land located in Cook County, State of Illinois, legally described on Exhibit A attached hereto (the "Land"), in addition to various other real and personal property pledged to the Mortgagee as more fully described in the Mortgage.

TICOR TITLE INSURANCE

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C. Lenders, Mortgagee and Mortgagor have mutually agreed to amend the terms of the Credit Agreement to increase the "Total Facility" (as defined in the Credit Agreement) from \$200,000,000 to \$250,000,000 and, in connection with such increase, have required the execution and delivery of this instrument.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the mutual receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:

1. Recitals.

The Recitals set forth above are incorporated herein by this reference thereto as if fully set forth herein.

2. Amendment of Mortgage.

Effective as of the date hereof, the Mortgage is hereby amended and modified as hereinafter provided:

2.1 Recital A to the Mortgage is hereby deleted in its entirety and the following language is hereby substituted therefor:

A. Mortgagee and Lenders have agreed, subject to the terms and conditions set forth in that certain Credit Agreement dated as of March 31, 1998, as amended, by and among Lenders, Mortgagee and Mortgagor (as heretofore and hereafter amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement"), to make certain loans and other extensions of credit in a principal amount not to exceed \$250,000,000 in the aggregate at any time outstanding (the "Revolving Loan") to Mortgagor. The Revolving Loan is evidenced by the Credit Agreement and a certain Substituted and Amended Revolving Note dated as of June 19, 1998 in the principal amount of up to \$250,000,000, made by Mortgagor (which note, together with all notes issued in substitution or exchange therefor and all amendments thereto, is hereinafter referred to as the "Note"). The Note, the Credit Agreement and the other Credit Documents provide for certain payments as set forth therein and in the Credit Agreement with the outstanding balance thereof due and payable no later than March 31, 2001. THE NOTE PROVIDES FOR A VARIABLE RATE OF INTEREST WHICH VARIES WITH CHANGES IN THE BASE RATE OR THE LIBOR RATE IN ACCORDANCE WITH THE PROVISIONS OF THE NOTE.

3. No Further Amendment.

This Instrument is given solely to amend and modify the Mortgage as set forth herein. No further amendment or modification of the Mortgage is made or intended, and the respective terms and provisions thereof shall, as expressly amended and modified hereby, continue in full force and effect after the date hereof. The warranties, representations, covenants and agreements contained in

the Mortgage as herein expressly amended, are hereby ratified, approved and confirmed in every respect. Mortgagor also hereby (i) expressly ratifies and confirms, as of the of the Mortgage and as of the date hereof, the grant by Mortgagor of the liens, charges, security interests and encumbrances on and in all of the property and interests in property created or intended to be created by the Mortgage, in each case as amended and modified hereby and (ii) represents and warrants that Mortgagor has not created or suffered or permitted to exist any other lien, charge, security interest or encumbrance upon or in any such property or interests in property subsequent to the execution and delivery of the Mortgage, other than as expressly permitted pursuant to the terms and provisions thereof.

4. No Release.

The indebtedness, liabilities and other obligations secured by the Mortgage are continuing obligations and nothing contained herein shall be deemed to release, terminate or subordinate any lien, charge, security interest, assignment or other encumbrance created or evidenced thereby and all such liens, charges, security interests, assignments and encumbrances and the priority thereof shall relate back to the respective recordation dates for the Mortgage as referenced herein. This Instrument is not intended and shall not be deemed or construed to in any way affect the enforceability or priority of the Mortgage or constitute a novation, termination or replacement of all or any part of the indebtedness, liabilities or other obligations secured thereby.

5. Successors and Assigns; Agents; Captions.

The covenants and agreements contained herein shall bind, and the rights thereunder shall inure to, the respective successors and assigns of Mortgagor and Mortgagee, subject to the provisions of Section 10 of the Mortgage. In exercising any rights under the Credit Documents or taking any actions provided for therein, Mortgagee may act through its employees, agents or independent contractors as authorized by Mortgagee. The captions and headings of the paragraphs of this Instrument are for convenience only and are not to be used to interpret or define the provisions hereof.

6. Recordation; Expenses.

Mortgagor shall cause this Instrument to be recorded in the recording office applicable to the Mortgage and/or such other places as reasonably requested by Mortgagee, and Mortgagor shall pay to Mortgagee all reasonable expenses incurred by Mortgagee in connection with the preparation, execution, filing and recordation of this Instrument, including without limitation, reasonable attorneys' fees.

7. Counterparts.

This Instrument may be executed in any number of original counterparts, each of which when so executed shall be deemed to be an original for all purposes, and all counterparts shall together constitute one and the same instrument.

8. Governing Law; Severability.

THIS INSTRUMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, EXCEPT THAT THE PROVISIONS OF THE LAWS OF THE JURISDICTION IN WHICH THE LAND IS LOCATED SHALL BE APPLICABLE TO THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIEN CREATED BY THE MORTGAGE AND THE EXERCISE OF REMEDIES HEREUNDER OR THEREUNDER MANDATORILY GOVERNED BY THE LAWS OF THE STATE IN WHICH THE LAND IS LOCATED. THE INVALIDITY, ILLEGALITY OR UNENFORCEABILITY OF ANY PROVISION OF THIS INSTRUMENT SHALL NOT AFFECT OR IMPAIR THE VALIDITY, LEGALITY OR ENFORCEABILITY OF THE REMAINDER OF THIS INSTRUMENT, AND TO THIS END, THE PROVISIONS OF THIS INSTRUMENT ARE DECLARED TO BE SEVERABLE.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have each executed this Instrument on the date set forth in their respective acknowledgments hereto, to be effective as of the date first above written.

MORTGAGOR:

SCRAP PROCESSING, INC., an Illinois corporation

By: 

David A. Carpenter
Vice President

MORTGAGEE:

BT COMMERCIAL CORPORATION, a Delaware corporation, as Agent

By: 

Frank Fazio
Vice President

Property of Cook County Clerk's Office

ACKNOWLEDGMENT

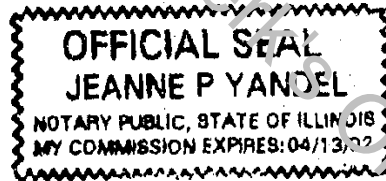
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Jeanne P. Yandel, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David A. Carpenter, personally known to me to be a Vice President of Scrap Processing, Inc., an Illinois corporation, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that such person signed and delivered the said instrument as Vice President of said corporation pursuant to authority given by the Board of Directors of said corporation, as said person's 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 Notarial Seal this 30 day of September, 1998.

Jeanne P. Yandel
Notary Public

My Commission Expires:
4/13/02



ACKNOWLEDGMENT

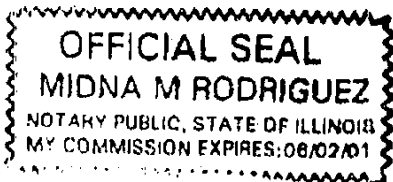
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, MIDNA M. RODRIGUEZ, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frank Fazio, personally known to me to be a Vice President of **BT COMMERCIAL CORPORATION**, a Delaware corporation, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that such person signed and delivered the said instrument as Vice President of said corporation pursuant to authority given by the Board of Directors of said corporation, as said person's 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 Notarial Seal this 30th day of September, 1998.

Midna M. Rodriguez
Notary Public

My Commission Expires:
06/02/01



Clerk of Cook County Clerk's Office

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

Page 1 of 7

LOT 12 OF THAT CERTAIN SUBDIVISION MADE BY CALUMET AND CHICAGO CANAL AND DOCK COMPANY OF THAT PART LYING EAST OF EWING AVENUE OF THE NORTHWEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 5, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE SITUATED IN COOK COUNTY, ILLINOIS. A PLAT OF WHICH SUBDIVISION WAS RECORDED MARCH 21, 1888 IN THE OFFICE OF RECORDER OF DEEDS DEDICATED FOR SAID COUNTY AND RECORDED IN PLATS, PAGE 11 IN COOK COUNTY, ILLINOIS.

Common Address: 9370 S. Kreiter Avenue
Chicago, Illinois

P.I.N.: 26-05-302-109

EXHIBIT ALEGAL DESCRIPTION OF THE LAND

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PARCEL 1:

THAT PART OF DOCK 3 LYING WEST OF THE CHICAGO, LAKE SHORE AND EASTERN RAILROAD IN THE SUBDIVISION OF THAT PART EAST OF EWING AVENUE OF THE NORTHWEST FRACTIONAL 1/4, SOUTH OF THE INDIAN BOUNDARY LINE, OF FRACTIONAL SECTION 5, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF BLOCK 112 LYING EAST OF THE EAST LINE OF EWING AVENUE IN SOUTH CHICAGO SUBDIVISION OF PART OF FRACTIONAL SECTIONS 5 AND 6, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE NORTHERLY 138 FEET OF THAT PART EAST OF THE EAST LINE OF EWING AVENUE, SOUTH OF DOCK 3 AND WEST OF DOCK 2 IN SECTION 5, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM SAID 3 PARCELS OF LAND, TAKEN AS A WHOLE, THE FOLLOWING PARCELS OF LAND DESCRIBED AS TRACT "A" AND TRACT "B", TO WIT:

TRACT "A":

THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 5, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING ALL THAT TRACT OF LAND LYING SOUTHWESTERLY OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE OLD CALUMET AND BLUE ISLAND RAILWAY COMPANY (NOW THE CHICAGO, LAKE SHORE AND EASTERN RAILWAY COMPANY), NORTHEASTERLY OF A LINE DRAWN PARALLEL TO AND 4.4 FEET FROM THE TANGENT PORTION OF SAID SOUTHWESTERLY RIGHT OF WAY LINE PRODUCED NORTHWESTERLY AND SOUTHEASTERLY OF THE CALUMET RIVER ACROSS DOCK LOT NUMBER 3, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT WHERE THE SOUTHEASTERLY LINE OF DOCK LOT 3 OF THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY SUBDIVISION INTERSECTS THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE OLD CALUMET AND BLUE ISLAND RAILWAY COMPANY (NOW THE CHICAGO, LAKE SHORE AND EASTERN RAILWAY COMPANY); THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID DOCK LOT 3, 4.4 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE DRAWN PARALLEL TO AND 4.4 FEET SOUTHWESTERLY FROM THE TANGENT PORTION OF SAID SOUTHWESTERLY RIGHT OF WAY LINE AND SAID RIGHT OF WAY LINE PRODUCED NORTHWESTERLY A DISTANCE OF 631.36 FEET MORE OR LESS, TO A POINT IN THE NORTHWESTERLY LINE OF SAID DOCK LOT 3; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID DOCK LOT 3 (SAID LOT LINE LAST DESCRIBED MAKING A NORTHEASTERLY ANGLE OF 85 DEGREES 40 MINUTES 20 SECONDS FROM THE LAST DESCRIBED COURSE PRODUCED) A DISTANCE OF 88.65 FEET, MORE OR LESS, TO THE INTERSECTION OF THE LAST DESCRIBED LOT LINE WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE RAILWAY; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE RAILWAY, WHICH IS ON A CURVE CONVEX TO THE

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EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

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NORTHEAST HAVING A RADIUS OF 556.2 FEET, 192.77 FEET, MORE OR LESS, TO A POINT 47.9 FEET DISTANT NORTHEASTERLY FROM THE AFOREMENTIONED LINE DRAWN PARALLEL TO THE AFOREMENTIONED TANGENT PORTION OF THE SAID SOUTHWESTERLY RIGHT OF WAY LINE PRODUCED NORTHWESTERLY (MEASURED AT RIGHT ANGLES THERETO); THENCE CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF RAILWAY, WHICH IS ON A CURVE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 591.2 FEET, 228.19 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE 228 FEET TO THE POINT OF BEGINNING, BEING THE PREMISES CONVEYED BY UNIVERSAL ATLAS CEMENT COMPANY TO THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, BY DEED DATED MARCH 31, 1939.

TRACT "B":

THOSE PARTS OF DOCK NUMBER 3, LOTS 1 AND 2 AND THE VACATED ALLEYS ADJOINING SAID LOTS 1 AND 2, ALL IN THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION OF THE NORTHWEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 5, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, AND EAST OF EWING AVENUE DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WESTERLY LINE OF DOCK 2 IN SAID SUBDIVISION WITH A LINE DRAWN 138 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF DOCK 3, AFORESAID; THENCE NORTH 31 DEGREES 31 MINUTES 30 SECONDS WEST ALONG SAID WESTERLY LINE OF SAID DOCK 2 A DISTANCE OF 138 FEET TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF DOCK 3; THENCE SOUTH 52 DEGREES 21 MINUTES 30 SECONDS WEST ALONG SAID SOUTHERLY LINE OF DOCK 3, A DISTANCE OF 4.40 FEET; THENCE NORTH 31 DEGREES 31 MINUTES 30 SECONDS WEST ALONG A LINE PARALLEL WITH A NORTHWESTERLY EXTENSION OF SAID WESTERLY LINE OF DOCK 2 A DISTANCE OF 329.65 FEET; THENCE SOUTH 5 DEGREES 56 MINUTES 55 SECONDS EAST A DISTANCE OF 120.06 FEET; THENCE SOUTH 21 DEGREES 3 MINUTES 5 SECONDS EAST A DISTANCE OF 41 FEET; THENCE SOUTH 35 DEGREES 59 MINUTES 55 SECONDS EAST A DISTANCE OF 320.51 FEET TO A POINT ON THE AFOREMENTIONED LINE DRAWN PARALLEL WITH THE SOUTH LINE OF DOCK 3; THENCE NORTH 58 DEGREES 28 MINUTES 30 SECONDS EAST ALONG SAID SOUTH LINE A DISTANCE OF 38.66 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, BEING THE PREMISES CONVEYED BY UNIVERSAL ATLAS CEMENT COMPANY TO CARNEGIE ILLINOIS STEEL CORPORATION BY DEED DATED APRIL 3, 1939.

PARCEL 4:

LOTS 8, 9, 10 AND 11 IN THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION OF THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 5, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, AND EAST OF EWING AVENUE, ALL IN COOK COUNTY, ILLINOIS.

Common Address: 9331 South Ewing
Chicago, Illinois

P.I.N.: 26-05-117-012
26-05-301-007
26-05-302-027

EXHIBIT ALEGAL DESCRIPTION OF THE LAND

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PARCEL 1:

THAT PART OF FRACTIONAL SECTION 6, SOUTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF BLOCK 'A', SAID POINT BEING 792.55 FEET SOUTHEAST OF THE SOUTHWEST CORNER OF BLOCK 'A' OF JOHN MOHR AND SONS' CONSOLIDATION OF PARTS OF BLOCKS 113, 114 AND 138 IN SOUTH CHICAGO SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 10559036 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS; THENCE SOUTHEASTERLY ALONG A LINE HAVING AN ANGLE OF 13 DEGREES 51 MINUTES 22 SECONDS WITH SAID SOUTH LINE OF BLOCK 'A' FOR A DISTANCE OF 228.15 FEET TO A POINT ON THE WESTERLY DOCK LINE OF THE CALUMET RIVER AS ESTABLISHED BY ORDINANCE RECORDED AS DOCUMENT 6758319, IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS; THENCE NORTHWESTERLY ALONG SAID DOCK LINE FOR A DISTANCE OF 67.57 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 'A'; THENCE NORTHWESTERLY ALONG SAID SOUTH LINE OF BLOCK 'A', MAKING AN ANGLE OF 126 DEGREES 18 MINUTES 49 SECONDS WITH SAID DOCK LINE, FOR A DISTANCE OF 180.72 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL OF JOHN MOHR AND SONS' BLOCK 'A', BEING A CONSOLIDATION OF PART OF BLOCKS 113, 114 AND 138 IN SOUTH CHICAGO SUBDIVISION IN FRACTIONAL SECTION 6, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1929, AS DOCUMENT NUMBER 10559036, IN BOOK 280 OF PLATS, PAGE 34, (EXCEPTING FROM SAID BLOCK 'A' THAT PART THEREOF LYING SOUTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID BLOCK 'A' 272.57 FEET DISTANT FROM THE SOUTHWEST CORNER OF BLOCK 'A' AS MEASURED NORTHEASTERLY ALONG SAID WEST LINE OF SAID BLOCK 'A'; RUNNING THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 5644.65 FEET, A DISTANCE OF 841.79 FEET TO A POINT OF TANGENT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE 32.88 FEET TO A POINT ON THE SOUTH LINE OF SAID BLOCK 'A', HAVING AN ANGLE OF 13 DEGREES 51 MINUTES 22 SECONDS WITH THE AFORESAID SOUTHEASTERLY LINE, SAID POINT BEING DISTANT 181.12 FEET FROM THE SOUTHEAST CORNER OF SAID BLOCK 'A' AS MEASURED NORTHWESTERLY ALONG THE SAID SOUTH LINE OF SAID BLOCK 'A').

PARCEL 3:

THAT PART OF JOHN MOHR AND SONS' BLOCK 'A', BEING A CONSOLIDATION OF PARTS OF BLOCKS 113, 114 AND 138 IN SOUTH CHICAGO SUBDIVISION IN FRACTIONAL SECTION 6, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1929, AS DOCUMENT NUMBER 10559036, IN BOOK 280 OF PLATS, PAGE 34, DESCRIBED AS FOLLOWS:

EXHIBIT ALEGAL DESCRIPTION OF THE LAND

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COMMENCING AT A POINT IN THE SOUTH LINE OF SAID BLOCK 'A', 181.12 FEET FROM THE SOUTHEAST CORNER OF SAID BLOCK 'A', AS MEASURED NORTHWESTERLY ALONG THE SAID SOUTH LINE OF SAID BLOCK 'A'; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE (AS DESCRIBED IN DEED TO CITY OF CHICAGO REGISTERED AS DOCUMENT NUMBER 1682620) FOR A DISTANCE OF 32.88 FEET TO A POINT; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 5644.65 FEET, FOR 277.12 FEET TO THE PRINCIPAL POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE FOR 25.0 FEET, AS MEASURED NORMAL TO A POINT TANGENT TO THE AFORESAID ARC; THENCE NORTHWESTERLY FOR 135.0 FEET, AS MEASURED NORMAL TO THE AFORESAID STRAIGHT LINE; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE TO A POINT ON THE ARC OF THE NORTHEASTERLY RIGHT-OF-WAY LINE (AS DESCRIBED IN DOCUMENT NUMBER 1682620), SAID POINT BEING 135.0 FEET DISTANT NORTHWESTERLY, AS MEASURED ALONG THE AFORESAID ARC OF RIGHT-OF-WAY LINE, FROM THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG AFORESAID ARC TO THE PRINCIPAL POINT OF BEGINNING.

PARCEL 4:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1 TO 3, AFORESAID, FOR THE PURPOSE OF INGRESS AND EGRESS, AS CREATED BY AGREEMENT BETWEEN THE PEOPLES GAS LIGHT AND COKE COMPANY AND LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 22, 1984 AND KNOWN AS TRUST NUMBER 109118, DATED DECEMBER 11, 1984 AND RECORDED DECEMBER 14, 1984 AS DOCUMENT 27371011, OVER AND UPON THE ROADWAY SHOWN ON EXHIBIT "A" ATTACHED THERETO, AND LOCATED WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

THAT PART OF BLOCK 138 IN SOUTH CHICAGO SUBDIVISION IN FRACTIONAL SECTION 6, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, TOGETHER WITH THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE AFORESAID FRACTIONAL SECTION 6, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN A LINE PARALLEL TO AND DISTANT 50.00 FEET, EASTWARDLY, FROM THE CENTER LINE OF THE 50 FOOT STRIP OF LAND CONVEYED BY THE CHICAGO AND CALUMET CANAL AND DOCK COMPANY TO SAMUEL HALE BY WARRANTY DEED DATED JULY 17, 1875, AND RECORDED IN THE RECORDERS OFFICE OF COOK COUNTY, AUGUST 18, 1875 AS DOCUMENT NO. 44848, SAID POINT BEING 140.98 FEET DISTANT NORTHWARDLY FROM THE INTERSECTION OF SAID PARALLEL LINE WITH THE SOUTHEASTERLY LINE OF SAID BLOCK 138, SAID POINT BEING ALSO 884.70 FEET SOUTH OF THE NORTH LINE AND 107.88 FEET EAST OF THE WEST LINE OF SAID BLOCK 138, MEASURED PARALLEL TO SAID WEST AND NORTH LINE OF SAID BLOCK, RESPECTIVELY; THENCE NORTHEASTERLY 809.09 FEET ALONG THE EASTERLY LINE OF A TRACT OF LAND CONVEYED BY JOHN MOHR AND SONS CORPORATION TO JAMES STILLWELL BY DEED DATED APRIL 22, 1916 AND RECORDED IN SAID RECORDERS OFFICE OF COOK COUNTY, APRIL 25, 1916 AS DOCUMENT NO. 5852755, SAID POINT BEING 118.49 FEET SOUTH OF THE NORTH LINE AND 363.61 FEET EAST OF THE WEST LINE OF SAID BLOCK 138, MEASURED PARALLEL TO SAID WEST AND NORTH LINES, RESPECTIVELY; THENCE NORTHERLY ALONG A CURVED LINE CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 770.00 FEET, AND TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 123.99 FEET TO A POINT IN THE NORTH LINE OF BLOCK 138, BEING ALSO THE SOUTH LINE OF EAST 96TH STREET, SAID POINT BEING 392.93 FEET EAST OF THE NORTHWEST CORNER OF SAID BLOCK 138, THIS LAST DESCRIBED COURSE BEING ALSO THE EASTERLY LINE OF THE AFORESAID TRACT OF LAND CONVEYED TO JAMES STILLWELL BY DEED DATED APRIL 22, 1916; THENCE 65.26 FEET EAST ON SAID NORTH LINE OF BLOCK 138 TO THE NORTHWESTERLY LINE OF BLOCK A (BEING A CONSOLIDATION OF PARTS OF BLOCKS 113, 114 AND 138 IN SOUTH CHICAGO SUBDIVISION,

EXHIBIT ALEGAL DESCRIPTION OF THE LAND

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AFORESAID); THENCE SOUTHWESTERLY 122.67 FEET ALONG SAID NORTHWESTERLY LINE OF BLOCK A TO THE SOUTHWESTERLY LINE OF BLOCK A; THENCE 1040.59 FEET, MORE OR LESS, SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE (AND ITS SOUTHWESTERLY EXTENSION) OF A TRACT OF LAND CONVEYED BY JOHN MOHR AND SONS CORPORATION TO THE PEOPLES GAS LIGHT AND COKE COMPANY BY QUIT CLAIM DEED DATED JULY 5, 1929 AND RECORDED IN SAID COOK COUNTY RECORDERS OFFICE JULY 8, 1929 AS DOCUMENT NO. 10421477, TO THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF FRACTIONAL SECTION 6; THENCE 69.13 FEET WEST, ALONG SAID SOUTH LINE OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 6 TO THE SOUTHEASTERLY CORNER OF A TRACT OF LAND CONVEYED BY WILLARD SONS AND BELL COMPANY TO JAMES STILLWELL BY DEED DATED AUGUST 29, 1916 AND RECORDED IN SAID COOK COUNTY RECORDERS OFFICE SEPTEMBER 6, 1916 AS DOCUMENT NO. 594730; THENCE 224.22 FEET NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID TRACT CONVEYED BY WILLARD SONS AND BELL COMPANY TO JAMES STILLWELL BY DEED DATED AUGUST 29, 1916 TO THE SOUTHEASTERLY LINE OF BLOCK 138; THENCE 67.30 FEET NORTHEASTERLY, ALONG SAID SOUTHEASTERLY LINE OF BLOCK 138, TO THE SOUTHEASTERLY LINE OF A 25 FOOT STRIP OF LAND CONVEYED BY THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY TO THE CHICAGO AND WESTERN INDIANA RAILWAY COMPANY BY DEED DATED NOVEMBER 9, 1882 AND RECORDED IN SAID COOK COUNTY RECORDER'S OFFICE DECEMBER 22, 1882 AS DOCUMENT NO. 515464; THENCE 140.98 FEET NORTHEASTERLY, ALONG THE SOUTHEASTERLY LINE OF THE 25 FOOT STRIP, AFORESAID, TO THE HEREINAbove DESCRIBED POINT OF BEGINNING,

EXCEPTING FROM THE ABOVE THE FOLLOWING:

THAT PART OF BLOCK 138 IN SOUTH CHICAGO SUBDIVISION MADE BY THE CHICAGO CANAL AND DOCK COMPANY OF PARTS OF SECTIONS 6 AND 7 IN TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN BOOK 10, PAGES 11 AND 12, IN OFFICE OF RECORDS IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING ON THE WEST LINE OF BLOCK "A" AND 76.05 FEET DISTANT FROM THE SOUTHWEST CORNER OF BLOCK A AS MEASURED NORTHEASTERLY ALONG SAID WEST LINE OF BLOCK "A", OF JOHN MOHR AND SONS' CONSOLIDATION OF PARTS OF BLOCKS 113, 114 AND 118 IN SOUTH CHICAGO SUBDIVISION OF FRACTIONAL SECTION 6, LYING SOUTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT THEREOF RECORDED AS DOCUMENT 10559036 IN THE OFFICE OF RECORDS IN COOK COUNTY, ILLINOIS; THENCE NORTHWESTERLY 48.06 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 5814.65 FEET; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE 79.15 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 770.0 FEET, A DISTANCE OF 123.99 FEET TO A POINT ON THE SOUTH LINE OF EAST 96TH STREET, SAID POINT BEING 65.29 FEET DISTANT WESTERLY FROM THE POINT OF INTERSECTION OF THE WEST LINE OF AFORESAID BLOCK A AND THE SOUTH LINE OF EAST 96TH STREET HAVING AN ANGLE OF 68 DEGREES 53 MINUTES 30 SECONDS AT SAID INTERSECTION; THENCE EASTERLY ALONG THE SOUTH LINE OF EAST 96TH STREET 10.19 FEET TO A POINT, SAID POINT BEING 55.10 FEET DISTANT WESTERLY FROM AFORESAID INTERSECTION, TO THE SOUTH LINE OF EAST 96TH STREET AND THE WEST LINE OF SAID BLOCK "A"; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 5644.65 FEET CONCAVE TO THE NORTHEAST, 59.49 FEET TO A POINT, SAID POINT BEING ON THE WEST LINE OF SAID BLOCK A AND 50.30 FEET DISTANT FROM THE AFORESAID INTERSECTION OF SAID WEST LINE OF BLOCK A AND THE SOUTH LINE OF EAST 96TH STREET; THENCE SOUTHWESTERLY ALONG THE SAID WEST LINE OF BLOCK A 196.52 FEET TO THE PRINCIPAL POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT ALEGAL DESCRIPTION OF THE LAND

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PARCEL 5:

THAT PART OF BLOCK 138 LYING NORTH OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF EAST 97TH STREET AND WEST OF THE EAST LINE OF THE PITTSBURGH, FORT WAYNE AND CHICAGO RAILROAD IN SOUTH CHICAGO SUBDIVISION MADE BY CALUMET AND CHICAGO CANAL AND DOCK COMPANY OF ALL OF THAT PART OF SECTION 6, SOUTH OF THE INDIAN BOUNDARY LINE, SOUTHWEST OF THE PITTSBURGH, FORT WAYNE AND CHICAGO RAILROAD AND WEST OF THE CALUMET RIVER (EXCEPTING LAND BELONGING TO THE NORTHWESTERN FERTILIZING COMPANY) AND ALSO THE NORTHEAST FRACTIONAL 1/4 AND THE EAST 2/3 OF THE NORTHEAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 7, NORTH OF THE INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED ACCORDING TO A PLAT OF SURVEY MADE BY MILUTIN PROPADOVICH, ILLINOIS LAND SURVEYOR NO. 1623, OF CHICAGOLAND SURVEY COMPANY, DATED NOVEMBER 16, 1967 AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE SOUTH LINE OF EAST 96TH STREET (80 FEET WIDE) WITH THE EAST LINE OF SOUTH BALTIMORE AVENUE (80 FEET WIDE), EXTENDING FROM SAID BEGINNING POINT, THE FOLLOWING FIVE COURSES AND DISTANCES: (1) EASTWARDLY ALONG SAID LINE OF EAST 96TH STREET, FORMING AN INTERIOR ANGLE OF 90 DEGREES 20 MINUTES 00 SECONDS WITH SAID LINE OF SOUTH BALTIMORE AVENUE, A DISTANCE OF 334.20 FEET TO A POINT IN THE DIVIDING LINE BETWEEN THE FORMER PITTSBURGH, FORT WAYNE AND CHICAGO RAILROAD ON THE WEST AND THE CHICAGO AND WESTERN INDIANA RAILWAY ON THE EAST; (2) THENCE SOUTHWESTWARDLY ALONG SAID DIVIDING LINE BY A CURVE TO THE RIGHT HAVING A RADIUS OF 780 FEET AND A CHORD LENGTH OF 119.01 FEET, AN ARC DISTANCE OF 119.12 FEET TO A POINT OF TANGENCY; (3) THENCE CONTINUING SOUTHWESTWARDLY ALONG SAID DIVIDING LINE, CROSSING THE SOUTHWESTERLY LINE OF THE CALUMET SKYWAY AT 26.41 FEET, A TOTAL DISTANCE OF 577.90 FEET TO A POINT IN THE EASTERLY EXTENSION OF THE SOUTH LINE OF EAST 97TH STREET (80 FEET WIDE); (4) THENCE WESTWARDLY ALONG SAID EXTENDED LINE OF EAST 97TH STREET, FORMING AN INTERIOR ANGLE OF 109 DEGREES 00 MINUTES 00 SECONDS WITH COURSE NO. 3 HEREIN, A DISTANCE OF 131.90 FEET TO AN IRON PIPE SET IN THE SOUTHERLY EXTENSION OF THE EAST LINE OF SOUTH BALTIMORE AVENUE (80 FEET WIDE); THENCE (5) NORTHWARDLY REVERSELY ALONG SAID SOUTHERLY EXTENSION AND ALONG SAID LINE OF SOUTH BALTIMORE AVENUE FORMING AN INTERIOR ANGLE OF 89 DEGREES 40 MINUTES WITH COURSE NO. 4 HEREIN, A DISTANCE OF 665.42 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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