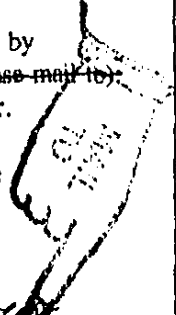


This Instrument Prepared by
~~(and after recording, please mail to):~~
William S. McDowell, Jr.
Baker & McKenzie
130 East Randolph Drive
Chicago, Illinois 60601



RETURN TO: *M. Owens*
TICOR TITLE INSURANCE
203 N. LaSALLE, STE. 1400
CHICAGO, IL 60601

RE: *N24-25214-14*
N24-25218-14
N24-25220-14
N24-25221-14

Above Space For Recorder's Use Only

**SECOND AMENDMENT TO LINES OF CREDIT AGREEMENT
AND RELATED LOAN DOCUMENTS AND RELEASE OF ASSIGNMENTS**

THIS SECOND AMENDMENT TO LINES OF CREDIT AGREEMENT AND RELATED LOAN DOCUMENTS ("Amendment") made as of March 31, 1998 between U-STOR-IT JOINT VENTURE B, an Illinois joint venture ("Borrower") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("Lender"):

WITNESSETH:

WHEREAS:

A. Borrower and Lender are parties to that certain Lines of Credit Agreement dated as of June 9, 1997 and amended by agreement (the "First Amendment") dated October 31, 1997 (as so amended (the "Credit Agreement") pursuant to which Lender has agreed to provide to Borrower two lines of credit described in, and on the terms and subject to the conditions specified in, the Credit Agreement;

B. Borrower's obligation to repay the Loans (as defined in the Credit Agreement) (i) is evidenced by (a) that certain Note of Borrower dated even date with the Credit Agreement, and pursuant to the First Amendment now in the principal amount of Three Million and No/100 Dollars (\$3,000,000.00) (the "Working Capital Line Note") and (b) that certain Note of Borrower dated even date with the Credit Agreement, and pursuant to the First Amendment now in the principal amount of Fifteen Million and No/100 Dollars (\$15,000,000.00) (the "Acquisition Line Note") (the Working Capital Line Note and the Acquisition Line Note are in the Credit Agreement and hereinafter collectively referred to as the "Notes"), (ii) is secured by (a) a separate Subordinated Assignment of License Fees from various Affiliates (as defined in the Credit Agreement) to Lender from the Affiliate Facilities (as defined in the Credit Agreement) legally described in group Exhibit A, attached hereto and made a part hereof, each which Assignment was recorded in the office of the Recorder of Deeds of the county in which the described premises are situated on the date and as the document number specified in said Exhibit A (which Assignments are hereinafter collectively referred to as the "Assignments"), and (b) a separate Mortgage and Security Agreement from various Affiliates to Lender of each of the premises legally described in group Exhibit B, attached hereto and made a part hereof, each which mortgage was recorded in the office of the Recorder of Deeds of the country in which the described premises are situated on the date and as the document number specified in said Exhibit B (which mortgages are hereinafter collectively referred to as the "Mortgages"); (iii) is unconditionally guaranteed, jointly and severally, by Ronald J.

TICOR TITLE INSURANCE 4097066/409774/409962/409772

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Benach, Wayne Moretti and Lawrence S. Nora (collectively "Guarantors") pursuant to, and subject to the limitations specified in that certain (a) Working Capital Line Guaranty (as defined in the Credit Agreement dated even date with the Credit Agreement, and (b) that certain Acquisition Line Guaranty (as defined in the Credit Agreement) (said Working Capital Line Guaranty and Acquisition Line Guaranty being hereinafter referred to collectively as the "Guaranties"); and (iv) is the subject of a certain Environmental Indemnity Agreement from Borrower and the Guarantors to Lender dated even date with the Credit Agreement (the "Environmental Indemnity Agreement") (the Credit Agreement, Notes, Assignments, Mortgages, Guaranties and Environmental Indemnity Agreement are hereinafter collectively referred to as the "Loan Documents"); and

C. In connection with a disposition by Borrower of the Affiliates owning the Affiliate Facilities, described in Group Exhibit A hereto, Borrower has requested Lender to release the lien of the Assignments applicable thereto, which Lender has agreed to do so on the terms and conditions herewith specified;

NOW, THEREFORE, in consideration of the premises and the mutual covenants, agreements, and conditions hereinafter specified, the parties hereto agree as follows:

1. **Integration of Amendment with Loan Agreement.** The following provisions of this Amendment, which shall take effect as of the date hereof, are as fully a part of the Loan Documents as if expressed in the Loan Documents themselves, and to the extent any provision specified in this Amendment is inconsistent with any provision in any of the Loan Documents as originally executed or amended by the First Amendment, the provision in this Amendment shall be controlling, and shall be deemed an amendment of the terms specified in any of such Loan Documents as originally executed and amended by the First Amendment to the extent necessary to give full force and effect to the provisions of this Amendment. Except to the extent herein otherwise indicated, terms having a defined meaning in the Credit Agreement have the same meaning in this Amendment. Except as herein otherwise specified, the Credit Agreement and other Loan Documents remain unchanged and in full force and effect.

2. **Release.** Lender does hereby release (i) the lien and security interest of the Assignments and (ii) all and whatever right, title and interest Lender has in and to each of the Affiliate Facilities described in Group Exhibit A hereto.

3. **Maturity Date.** The Maturity Date is hereby changed to and is July 1, 2000.

4. **Acquisition Line Guaranty.** Section 20 of the Acquisition Line Guaranty is amended by adding immediately before the phrase "for which there shall be no limitation" the following:

"and the obligations of Borrower under the Credit Agreement pertaining to completing various improvements to Facilities, as described therein,"

5. **Substitute Collateral.** Section 1.5(e) of the Credit Agreement is amended by replacing the same, in its entirety, with the following:

(e) a Collateral Assignment and Security Agreement as to Partnership Interests (the "Pledge Agreement") duly executed by Borrower, or the otherwise legal owner, and thereby vesting in Lender a security interest in 126,990 limited partnership units (the "Units") in Storage Trust Properties, L.P., a Delaware limited partnership.

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6. **Approved Facility Documents.** Section 2.2(c)(vii) of the Credit Agreement is amended by replacing the same, in its entirety with the following:

"An appraisal of the Proposed Facility prepared by an appraiser acceptable to Lender."

7. **Borrower Value.** The term "Borrower Value" shall mean, at any point in time, the sum of (i) the then Aggregate Encumbered Facilities Value, and (ii) the then current Unit Value.

8. **Maximum Disbursement Amount.** Section 2.5(f) of the Credit Agreement is amended by replacing the same, in its entirety, with the following:

The term "Maximum Disbursement Amount" shall mean, (i) with respect to any proposed disbursement under the Acquisition Line, the lesser of (A) the then Amount of Available Credit, or (B) the difference between (1) what will be the Amount of Collateral when such disbursement is made minus (2) the principal balance of the Acquisition Loan immediately prior to such disbursement and (ii) with respect to any disbursement under the Working Capital Line, the lesser of (A) the then amount of Available Credit or (B) the difference between ninety (90%) of the then current Unit Value, and the principal balance of the Working Capital Loan immediately prior to such disbursement, and (iii) with respect to any disbursement under either loan, the lesser of (A) the then amount of Available Credit, or (B) the difference between seventy-five (75%) of the then Borrower Value minus the aggregate principal amount of the Loans then outstanding.

9. **Unit Value.** The term "Unit Value" at any point in time, shall mean the current value of the Units, as determined by multiplying the number of Units then pledged to Lender hereunder by the price, at the close of business on the business day immediately preceding the day such value is being determined, of one (1) share of Storage Trust Realty, a Maryland real estate investment trust.

10. **Members of Borrower.** Borrower represents and warrants to Lender that immediately after the disposition described in paragraph C of the Preamble hereto, the only members of Borrower will be those owning the Facilities described in Group Exhibit B, and that Borrower shall constitute and continue as a joint venture among such remaining members.

11. **Limitation on Liability of Borrower.** The provisions of Section 5.14 of the Credit Agreement are incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, the parties have entered into this agreement as of the day and year first above written.

U-STOR-IT JOINT VENTURE B
an Illinois joint venture

By: Lawrence S. Nora
Lawrence S. Nora, Its Manager

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AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO

By: Edward D. Gln
Edward D. Gln, its Assistant Vice President

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COVENANT OF AFFILIATES

For value received, each of the undersigned Affiliates, as a party to one of the Assignments and/or one of the Mortgages referred to in the foregoing Amendment hereby consents to and agrees to be bound by the terms of said Amendment and each of the Affiliates owning Facilities encumbered by Mortgages agrees that all obligations under Mortgages to which such Affiliate is a party apply with full force and effect to Borrower's liabilities, as defined in said Mortgages, as amended by the foregoing Amendment.

U-STOR-IT #1 (Geneva), L.L.C.

By: Lawrence S. Nora
Lawrence S. Nora, Its Manager

U-STOR-IT #2 (Oswego), L.L.C.

By: Lawrence S. Nora
Lawrence S. Nora, Its Manager

U-STOR-IT #3 (St. Charles), L.L.C.

By: Lawrence S. Nora
Lawrence S. Nora, Its Manager

U-STOR-IT #4 (Streamwood), L.L.C.

By: Lawrence S. Nora
Lawrence S. Nora, Its Manager

U-STOR-IT #5 (Naperville), L.L.C.

By: Lawrence S. Nora
Lawrence S. Nora, Its Manager

U-STOR-IT #6 (Elgin), L.L.C.

By: Lawrence S. Nora
Lawrence S. Nora, Its Manager

U-STOR-IT #7 (Carol Stream), L.L.C.

By: Lawrence S. Nora
Lawrence S. Nora, Its Manager

U-STOR-IT #9 (Elgin East), L.L.C.

By: Lawrence S. Nora
Lawrence S. Nora, Its Manager

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U-STOR-IT #11 (River Grove), L.L.C.

By: Lawrence S. Nora
Lawrence S. Nora, Its Manager

U-STOR-IT #12 (Mount Prospect), L.L.C.

By: Lawrence S. Nora
Lawrence S. Nora, Its Manager

U-STOR-IT #14 (Addison Street), L.L.C.

By: Lawrence S. Nora
Lawrence S. Nora, Its Manager

U-STOR-IT #15 (Wabash), L.L.C.

By: Lawrence S. Nora
Lawrence S. Nora, Its Manager

U-STOR-IT #16 (Skokie), L.L.C.

By: Lawrence S. Nora
Lawrence S. Nora, Its Manager

U-STOR-IT #17 (Fullerton), L.L.C.

By: Lawrence S. Nora
Lawrence S. Nora, Its Manager

U-STOR-IT #18 (Harrison), L.L.C.

By: Lawrence S. Nora
Lawrence S. Nora, Its Manager

U-STOR-IT #20 (Des Plaines), L.L.C.

By: Lawrence S. Nora
Lawrence S. Nora, Its Manager

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on March 31, 1998 by Lawrence S. Nora, as Manager of U-STOR-IT JOINT VENTURE B, an Illinois joint venture.

Lynn Gricus
Notary Public

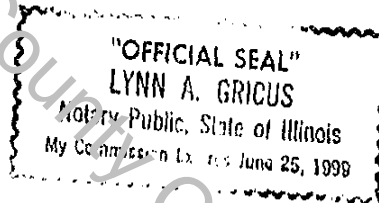
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)



This instrument was acknowledged before me on March 31, 1998 by Edward D. Sin as Assistant VP of American National Bank and Trust Company of Chicago, a national banking association.

Lynn Gricus
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)



The foregoing was acknowledged before me on March 31, 1998 by Lawrence S. Nora, as Manager of (i) U-STOR-IT #1 (Geneve), L.L.C., (ii) U-STOR-IT #2 (Oswego), L.L.C., (iii) U-STOR-IT #3 (St. Charles), L.L.C., (iv) U-STOR-IT #4 (Streamwood), L.L.C., (v) U-STOR-IT #5 (Naperville), L.L.C., (vi) U-STOR-IT #6 (Elgin), L.L.C., (vii) U-STOR-IT #7 (Carol Stream), L.L.C., (viii) U-STOR-IT #9 (Elgin East), L.L.C., (ix) U-STOR-IT #11 (River Grove), L.L.C., (x) U-STOR-IT #12 (Mount Prospect), L.L.C., (xi) U-STOR-IT #14 (Addison Street), L.L.C., (xii) U-STOR-IT #15 (Wabash), L.L.C., (xiii) U-STOR-IT #16 (Skokie), L.L.C., (xiv) U-STOR-IT #17 (Fullerton), L.L.C., and (xv) U-STOR-IT #18 (Harrison) L.L.C. and (xvi) U-STOR-IT #20 (Des Plaines), L.L.C., each an Illinois limited liability company.

Lynn Gricus
Notary Public



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TICOR TITLE INSURANCE COMPANY

SCHEDULE A - CONTINUED

Commitment No.: 409766

EXHIBIT A - LEGAL DESCRIPTION

Lot 3 in THE Commercial Park, a subdivision in the Southeast 1/4 of Section 13, Township 41 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded December 9, 1988 as Document 88569492 in Cook County, Illinois.

Permanent Index Number: 06-13-403-018-0000

Volume: 060

1550 Old Church Road, Streamwood 60107

Document #: 97494205

97852401

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TICOR TITLE INSURANCE COMPANY

SCHEDULE A - CONTINUED

Commitment No.: 409774

EXHIBIT A - LEGAL DESCRIPTION

Parcel 1:

The West 201.47 feet of the East 710.00 feet (except the South 600.59 feet thereof) of that part of the East 1/2 of the Southeast 1/4 of Section 33, Township 42 North, Range 11 East of the Third Principal Meridian, lying South of the right of way of the Chicago and North Western Railway Company, in Cook County, Illinois.

Parcel 2:

Easement for the benefit of Parcel 1 for ingress and egress over the North 30 feet of the South 630.59 feet of the East 58.53 feet of the West 260 feet of the East 710 feet of that part of the East 1/2 of the Southeast 1/4 of Section 33, Township 42 North, Range 11 East of the Third Principal Meridian, lying South of the right of way of the Chicago and North Western Railway Company, as created by Agreement between Charles C. Smith and Francis C. Smith, his wife, and Illinois Range Company dated May 25, 1977 and recorded June 27, 1977 as Document No. 23987863, and Warranty Deed between said parties dated June 21, 1977 and recorded June 19, 1977 as Document No. 25011423, in Cook County, Illinois.

Parcel 3:

The West 200.0 feet of the East 450 feet of that part of the East 1/2 of the Southeast 1/4 of Section 33, Township 42 North, Range 11 East of the Third Principal Meridian, lying South of the right of way of the Chicago and North Western Railway, in Cook County, Illinois.

Permanent Index Numbers: 03-33-419-005 Volume: 235
(Affects Parcel 3)

03-33-419-007
(Affects Parcel 1)

708 Central Ave, Mount Prospect
Document #: 97256587, 97494209

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NATIONAL FIDELITY INSURANCE COMPANY
OWNER'S POLICY (1992)

POLICY NO.: 2000 000409772 STO

SCHEDULE A (CONTINUED)

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 1 AND 2 IN REMPLO SUBDIVISION, BEING A RESUBDIVISION OF PART OF LOTS 6, 7 AND 8 IN STURM ESTATE SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF FRACTIONAL SECTION 34 (EXCEPT THE RAILROAD) SOUTH OF INDIAN BOUNDARY LINE AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT RAILROAD) OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

AN EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE EASEMENT AGREEMENT DATED DECEMBER 1, 1984 AND RECORDED FEBRUARY 27, 1985 AS DOCUMENT 27455228 FROM ELGIN NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 7, 1984 AND KNOWN AS TRUST NUMBER 1633 AND FIRST NATIONAL BANK AND TRUST COMPANY OF BARRINGTON, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 1, 1983 AND KNOWN AS TRUST NUMBER 11-2874 FOR THE PURPOSE OF INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

THE SOUTH 20 FEET OF LOT 3 OF REMPLO SUBDIVISION, BEING A SUBDIVISION OF PART OF LOTS 6, 7 AND 8 IN STURM ESTATE SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 34 (EXCEPT RAILROAD) SOUTH OF THE INDIAN BOUNDARY LINE AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT RAILROAD) OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

*Pin: 12-35-302-032
12-35-302-033
1700 North 5th Avenue
River Grove, IL 60171*

*Document No: 97494208
97850401*

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

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NICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)

POLICY NO.: 2000 000409962 STO

SCHEDULE A (CONTINUED)

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 53 IN WOODLAND CREEK SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 2, 3, AND 4 OF POPLAR CREEK SUBDIVISION, BEING A SUBDIVISION OF PARTS OF SECTION 17 AND 20, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 18, 1990 AS DOCUMENT 90029122, IN COOK COUNTY, ILLINOIS;

~~PARCEL 3:~~

~~EASEMENT FOR INGRESS AND EGRESS AS CREATED BY PLAT OF POPLAR CREEK SUBDIVISION RECORDED JANUARY 18, 1990 AS DOCUMENT 90029122 FOR THE BENEFIT OF LOTS 3 AND 4 IN PARCEL 2 OVER LOT 2 IN POPLAR CREEK SUBDIVISION AFORESAID~~

PW: 06-17-310-032

1300 East Chicago St, Elgin 60120

Document no: 97494206

97850401

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

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U-Store-It #14 - (Addison Street)

EXHIBIT B

Legal Description

Parcel 1:

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City of Cook County Clerk's Office

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U-Store-It #14 - (Addison Street)

EXHIBIT B

Legal Description

Parcel 1:

The South 136 feet of Lot 1 and the South 136 feet of the East 40 feet of Lot 2 (as measured along the South line of said Lot 2) all in Wilcox Resubdivision in Section 22, Township 40 North, Range 13 East of the Third Principal Meridian lying Southwest of Milwaukee Avenue and East of the right of way of Chicago, Milwaukee and St. Paul Railway in Cook County, Illinois;

Parcel 2:

That portion of the East 40 feet of Lot 2 and all of Lot 1 lying North of a line drawn 136 feet North of and parallel to the North line of Addison Street in Wilcox Resubdivision of part of the North 1/2 of Section 22, Township 40 North, Range 13 East of the Third Principal Meridian lying Southwest of Milwaukee Avenue and East of the right of way of the Chicago, Milwaukee and St. Paul Railway (except that part of said Lot 1 East of the following described line: Beginning at a point 5 feet Northwest of the Northeast corner of Lot 2 in Loring's Subdivision of that part of the Northeast 1/4 of Section 22, Township 40 North, Range 13 East of the Third Principal Meridian lying Southwest of Milwaukee Avenue; thence Southwesterly on a line 5 feet Northwesternly of and parallel with the Southeasterly line of said Lot 2 in Loring's Subdivision and said Southeasterly line of said Lot 2 extended 125 feet, thence Southeasterly at right angles to the last described line 58 feet 2 3/8 inches to the East line of said Lot 1 in Wilcox Resubdivision, all in Cook County, Illinois;

Parcel 3:

That part of Lot 2 (except East 40 feet thereof) of Wilcox Resubdivision of part of the North 1/2 of Section 22, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, lying North of the following described line to wit:

Beginning at a point in the East line of Lot 1 in Wilcox Resubdivision aforesaid, 124.4 feet North of the South line of said Lot 1, said South line being also the North line of Addison Street; thence West on a line parallel to and 124.4 feet North of the North line of said Addison Street, 268.14 feet to a point of curve; thence West on a curve tangent to the last described line and convex to the Southwest with a radius of 290 feet to the West line of said Lot 2 (excepting therefrom that part of said Lot 2 described as follows:

Beginning at the most Northerly corner of said Lot 2, thence Southeasterly along the Northeasterly line of said Lot 2 to a distance of 3 feet; thence Southwesterly along a line parallel to the Northwesternly line of said Lot 2 to a point on the West line of said Lot 2; thence North along the West line of said Lot 2 to the Northwesternly line of said Lot 2; thence Northeasterly along the Northwesternly line of said Lot 2 to the point of beginning;

9774941R4

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Parcel 4:

That part of Lots 2 and 3 in Wilcox Resubdivision aforesaid described as follows:

Beginning at a point on the South line of Lot 2 aforesaid 40 feet West of the Southeast corner thereof, thence North on a line parallel to the East line of Lot 2 aforesaid, 124.4 feet to the South line of an 18 feet easement for railroad track, thence West on the South line of said easement being a line parallel to and 124.4 feet North of the South line of said Lots 2 and 3 a distance of 168.14 feet to the point of curve; thence continuing along the southerly line of said easement of curve; thence continuing along the Southerly line of said easement on curve tangent to last described line and convex to Southwest with a radius of 290 feet a distance of 106.44 feet to a point; thence Southeasterly on a straight line and parallel to the Northeast line of the 100 foot right of way of Chicago, Milwaukee and St. Paul Railway Company, a distance of 153.08 feet to the intersection with South line of Lot 3 aforesaid and thence East on the South line of Lots 2 and 3 aforesaid 220 feet to the point of beginning, all in Cook County, Illinois;

Parcel 5:

That portion of Lot 2 in Loring's Subdivision of that part of the Northeast 1/4 Southwest of Milwaukee Avenue of Section 22, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, lying northwesterly of a line drawn 5 feet Northwesterly from and parallel to Southeasterly line of said Lot 2, in Cook County Illinois

Permanent Index Nos: 13-22-125-046-0000
 13-22-125-047-0000
 13-22-125-049-0000
 13-22-125-051-0000

Common Address: 4410 West Addison Street, Chicago, Illinois

Mortgage recorded: July 9, 1997

Document Number: 97494184

97494184

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U-Stor-It #15 - (Wabash), L.L.C.

EXHIBIT B

LEGAL DESCRIPTION

PARCEL 1:

LOT 10 (EXCEPT THE NORTH 33 INCHES) AND ALL OF LOT 11 AND 12 IN SEAMANS SUBDIVISION OF BLOCK 5 IN ASSESSORS DIVISION OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 13 AND 14 IN SEAMANS SUBDIVISION OF BLOCK 5 IN ASSESSORS DIVISION OF THE NORTHWEST FRACTION 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Real Estate Tax Nos.: 17-22-101-016; 17-22-101-017

Common Address: 1247-1255 South Wabash Avenue, Chicago, Illinois

Mortgage recorded: September 9, 1997

Document Number: 97683147

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1-Star-It #16 (Skokie), L.L.C.

EXHIBIT B

Legal Description

Parcel 1:

That part of Lots 1 and 2 of Braun's Subdivision in the Northeast 1/4 of the Southeast 1/4 of Section 26, Township 41 North, Range 13 East of the Third Principal Meridian, lying East of a line 382 feet West of and parallel with the West line of McCormick Boulevard, according to the plat of said subdivision recorded May 29, 1957 as Document No. 16,917,724, in Cook County, Illinois.

Parcel 2:

Lot 3 in Braun's Subdivision in the Northeast 1/4 of the Southeast 1/4 of Section 26, Township 41 North, Range 13 East of the Third Principal Meridian, according to the plat of said subdivision recorded May 29, 1957 as Document No. 16,917,724, in Cook County, Illinois.

Permanent Index Numbers: 10-26-401-072
10-26-401-074
10-26-401-048

Common Address: 7540 McCormick Blvd., Skokie, Illinois

Mortgage recorded: July 9, 1997

Document Number: 97494183

97494183

Cook County Clerk's Office

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Property of Cook County Clerk's Office

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U-Stor-It #17 (Fullerton), L.L.C.

EXHIBIT B
Legal Description

The East 225 feet of Lot 5 in Owner's Subdivision of Lot 12 in Assessor's Subdivision of part of the Southwest 1/4 of Section 30, Township 40 North, Range 14 (except the East 73 feet of Lot 12), lying South and West of the North Branch of the Chicago River, East of the Third Principal Meridian, in Cook County, Illinois

Permanent Index Number: 14-30-319-021

Common Address: 2100 West Fullerton, Chicago, Illinois

Mortgage recorded: August 27, 1997

Document Number: 976608 3

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

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U-Stor-It #18 (Harrison), L.L.C.

EXHIBIT B Legal Description Of Land

Parcel 1:

Lot 11 (except the West 20 feet thereof), all of Lots 12 to 16, both inclusive, and Lot 17 (except the East 20.00 feet thereof) in J.W. Hedenberg's Subdivision of Block 18 in School Section Addition to Chicago, in the Southwest 1/4 of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lot 18 (except the East 20 feet thereof) and all of Lots 19, 20, 21, 22, 23 and Lot 24 (except the West 20 feet of Lot 24) in J.W. Hedenberg's Subdivision of Block 18 in School Section Addition to Chicago, in the Southwest 1/4 of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

The vacated alley 17.75 feet in width lying North of and adjoining said Lots 18 to 24 and South of and adjoining the South line of Lots 11 to 17, both inclusive, and West of the West line of the East 20 feet of Lot 18 extended North and lying East of and adjoining a line drawn from the intersection of the South line of Lot 11 and the East line of the West 20 feet of said Lot 11, to the intersection of the North line of said Lot 24 and the West line of the East 5 feet of said Lot 24, all in J.W. Hedenberg's Subdivision of Block 18 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

That part of the North 1/2 of vacated West Vernon Park Place lying South of and adjoining the South line of Lots 18 to 24, inclusive, which is bounded on the East by the West line of East 20 feet of said Lot 18 produced South 30 feet and on the West by the West line of the East 5 feet of said Lot 24 produced South 30 feet, all in J.W. Hedenberg's Subdivision of Block 18 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Numbers: 17-16-300-010
 17-16-300-011
 17-16-300-016
 17-16-300-017
 17-16-300-018

Common Address: 707 West Harrison, Chicago, Illinois

Mortgage recorded: February 18, 1998

Document Number: 98129600

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U:\STOR-IT #20 (Des Plaines)

EXHIBIT B Legal Description Of Land

Parcel 1

That part of Lot 3 in G.T.E. Resubdivision of parts of Lots 167, 169 and 172 in the Town of Rand, part of Lot 24 in County Clerk's Subdivision and Lots 38 and 39 in Albert E. Clark's Subdivision, all in the Southwest 1/4 of Section 16 and the Northwest 1/4 of Section 21, Township 41 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded August 3, 1987 as Document Number 87426203 more particularly described as follows:

Beginning at the Southeast corner of said Lot 3; thence North along the East line of said Lot 3, a distance of 135.20 feet; thence North 57 degrees 10 minutes 10 seconds East, a distance of 141.90 feet; thence North 52 degrees 49 minutes 50 seconds West, a distance of 107.59 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 60.47 feet to the Southeast corner of Lot 1 in G.T.E. Resubdivision, aforesaid; thence West along the South line of said Lot 1 to the Southwest corner thereof; thence South along the Southerly extension of the West line of said Lot 1 to the Northeasterly right-of-way line of Busse Highway; thence Southeasterly along said Northeasterly line, a distance of 414.65 feet to the point of beginning (excepting therefrom, that part described as follows: Commencing at the Southeast corner of said Lot 3; thence Northwesterly along the Southerly line of Lot 3, also being the Northeasterly line of Busse Highway, a distance of 414.65 feet; thence North parallel with the East line of Lot 172 in the Town of Rand, aforesaid, a distance of 20.60 feet to a point for a place of beginning; thence Northeasterly on a line drawn at right angles to the Northeasterly line of Busse Highway, a distance of 73.84 feet; thence Northwesterly on a line parallel with the Northeasterly line of Busse Highway, a distance of 55.98 feet to a point on a line drawn parallel with the East line of said Lot 172; thence South along said line parallel with the East line of Lot 172, a distance of 92.66 feet to the place of beginning), in Cook County, Illinois.

Parcel 2

Lot 4 in G.T.E. Resubdivision of parts of Lots 167, 169 and 172 in Town of Rand, part of Lot 24 in the County Clerk's Division and of Lots 38 and 39 in Albert E. Clarke's Subdivision, all in the Southwest 1/4 of Section 16 and the Northwest 1/4 of Section 21, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3

That part of Lot 3 in G.T.E. Resubdivision of parts of Lots 167, 169 and 172 in Town of Rand, part of Lot 24 in the County Clerk's Division and of Lots 38 and 39 in Albert E. Clarke's Subdivision, all in the Southwest 1/4 of Section 16 and the Northwest 1/4 of Section 21, Township 41 North, Range 12 East of the Third Principal Meridian, more particularly described as follows:

Commencing at the Southeast corner of said Lot 3; thence Northwesterly along the Southerly line of Lot 3, also being the Northeasterly line of Busse Highway, a distance of 414.65 feet to a point for the place of beginning; thence North parallel with the East line of Lot 172 in Town of Rand, aforesaid, a distance of 20.60 feet; thence Northeasterly on a line drawn at right angles to the Northeasterly line of Busse Highway, a distance of 73.84 feet; thence Northeasterly on a line parallel with the Northeasterly line of Busse Highway, a distance of 55.98 feet to a point on a line drawn parallel with the East line of said Lot 172; thence North along aforesaid parallel line, 284.74 feet, more or less, to a point in the Southerly line of Miner Street, 261.77 feet Westerly (as measured along said Southerly line) of the Intersection of said Southerly line of Miner Street with the Easterly line of said Lot 172; thence Westerly along the Southerly line of Miner Street, 70.61 feet to the most Easterly West line of said Lot 3; thence South on said West line, 145.72 feet; thence West on a line drawn at right angles to the last described line, a distance of 130.47 feet to the most Westerly line of said Lot 3; thence South along said line, 91.00 feet to a point

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in the Northeasterly line of Busse Highway; thence Southeasterly along the Northeasterly line of Busse Highway, a distance of 251.58 feet, more or less, to the place of beginning.

In Cook County, Illinois.

Permanent Index Numbers:

09-21-107-052

09-21-107-053

09-21-107-054

Common Address:

1800 Busse Highway, Des Plaines, Illinois

Mortgage recorded:

2/23, 1998

Document Number:

98141104

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