

MORTGAGE

This Mortgage made this 7th day of April, 1998, by Wintz Properties, Inc., a Minnesota corporation (hereinafter called "Mortgagor") to the Trustees of the Central States, Southeast and Southwest Areas Pension Fund who presently are: Ray Cash, Joe Orrie, George Westley, Jerry Younger, Howard McDougall, Arthur H. Bunte, Jr., David F. Morrison and Tom J. Ventura (hereinafter collectively referred to as "Mortgagee" or "Pension Fund") whose address is 9377 West Higgins Road, Rosemont, Illinois;

WITNESSETH:

WHEREAS, on February 7, 1997, the Trustees filed suit against Wintz Properties, Inc., among others, in the United States District Court for the Northern District of Illinois in an action captioned Central States, Southeast and Southwest Areas Pension Fund, and Howard McDougall, Trustee v. Wintz Parcel Drivers, Inc., et al., Case No. 96 C 0873 (N.D. Illinois) (hereinafter referred to as "the Lawsuit") asserting claims related to the payment of withdrawal liability pursuant to 29 U.S.C. §1381, et seq.

WHEREAS, on June 17, 1997, the Court entered an Order to Compel Payments in the Lawsuit which directed the Defendants to make certain payments to the Pension Fund (a copy of this order is attached hereto and made a part of this Mortgage as "Exhibit A").

WHEREAS, George L. Wintz is the sole shareholder and only officer or director of, among others, Wintz Properties, Inc.

WHEREAS, on December 23, 1997, Judge George W. Lindberg of the United States District Court for the Northern District of Illinois entered a Contempt Judgment in

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the amount of \$978,041.42 against George L. Wintz and Wintz Properties, Inc., jointly and severally, and in favor of the Pension Fund in the Lawsuit (a copy of Contempt Judgment is attached hereto and made a part of this Mortgage as "Exhibit B").

WHEREAS, through April 2, 1998, no payments had been made to the Pension Fund by George L. Wintz or Wintz Properties, Inc. pursuant to either the June 17, 1997 Order to Compel Payments or the December 23, 1997 Contempt Judgment.

WHEREAS, on April 2, 1998, the Court in the Lawsuit ordered, among other things, that Wintz Properties, Inc. execute and deliver to the Pension Fund a mortgage in favor of the Pension Fund on the property it owns in Cook County, Illinois (the "Premises") to secure the obligations to pay encompassed in both the June 17, 1997 Order to Compel Payments and the December 23, 1997 Contempt Judgment (hereinafter referred to collectively as the "Liabilities") (a copy of the April 2, 1998 Order is attached hereto and made a part of this Mortgage as "Exhibit C").

WHEREAS, Mortgagor represents that the Premises may be subject to a prior mortgage lien in favor of certain parties of record and in such event this mortgage is granted subject thereto.

CONVEYING CLAUSE

NOW, THEREFORE, to secure payment of the Liabilities and in consideration of Ten Dollars (\$10.00) in hand paid, receipt whereof is hereby acknowledged, Mortgagor does hereby grant a mortgage to Mortgagee, its successors and assigns, in all of his interest in the following described real estate:

See "Exhibit D" attached hereto and by this reference made a part hereof

which real estate, together with all of Mortgagee's interest in improvements, tenements, hereditaments, gas, oil, minerals, easements, fixtures and appurtenances, and all other rights and privileges thereunto belonging or appertaining is herein called the "Premises",

Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee-in-possession in the absence of the taking of actual possession of the premises by the Mortgagee. In the exercise of the powers herein granted the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by Mortgagor.

TO HAVE AND TO HOLD the premises, properties, rights and privileges hereby conveyed or assigned, or intended so to be, unto Mortgagee, its successors and assigns, forever for the uses and purposes herein set forth, Mortgagor hereby releases and waives all rights under and by future of any Homestead Exemption Law provided under applicable state law, and Mortgagor hereby covenants that, at the time of the sealing and delivery of these presents, Mortgagor is well seized of said real estate and the premises in fee simple, and with full legal and equitable title to the mortgaged property, with good right, full power and lawful authority to sell, assign, convey and mortgage the same.

The following provisions shall also constitute an integral part of this Mortgage:

1. Mortgagor hereby covenants and represents that Mortgagor is duly authorized to make and enter into this Mortgage and to carry out the transactions contemplated herein.

2. This Mortgage has been duly executed and delivered pursuant to authority legally adequate therefor; Mortgagor has been and is authorized and empowered by all necessary persons having the power of direction over them to execute and deliver said instrument, said instrument is a legal, valid and binding obligation of Mortgagor, enforceable in accordance with its terms.

3. The Mortgagor covenants and agrees to notify Mortgagee in writing promptly in the event of any 'release' of petroleum or 'hazardous' substance, as defined above, at, upon, within, near or involving the Premises.

4. If any building or other improvement now or hereafter erected, constructed or installed on the premises shall be destroyed or damaged by fire or any other cause, whether insured or uninsured. Mortgagee shall have the right, in its sole discretion, either to apply any insurance proceeds or other recovery related to said loss to a reduction of the Liabilities hereby secured or to require Mortgagor to restore or rebuild such building or other improvement with materials and workmanship of as good quality as existed before such damage and destruction to substantially their former state, commencing the work of restoration or rebuilding as soon as possible and proceeding diligently with it until completion. In the event Mortgagee elects to apply said proceeds to restoration, plans and specifications for the restoration required shall be submitted to Mortgagee prior to commencement of work and shall be subject to reasonable approval of Mortgagee. The provisions of this paragraph are subject to the rights of prior lienholders of record.

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5. Mortgagor hereby assigns to Mortgagee, as additional security, all awards of damage resulting from condemnation proceedings or the taking of or injury to the premises for public use, and Mortgagor agrees that the proceeds of all such awards shall be paid to Mortgagee and may be applied by Mortgagee, at its options, after the payment of all its expenses in connection with such proceedings, including reasonable attorneys' fees and expenses, to the reduction of the Liabilities hereby secured, and Mortgagee is hereby authorized, on behalf of and in the name of Mortgagor, to execute and deliver valid acquittance for and to appeal from any such award. The provisions of this paragraph are subject to the rights of prior lienholders of record.

6. Mortgagor agrees that, from and after the occurrence of a default under this Mortgage, Mortgagee may, but need not, make any payment or perform any act thereinbefore required of Mortgagor, in any form and manner deemed expedient after reasonable inquiry into the validity thereof. By way of illustration and not in limitation of the foregoing, Mortgagee may, but need not, (i) purchase, discharge, compromise or settle any tax lien or any other lien, encumbrance, suit, proceeding, title or claim thereof, or (ii) redeem all or any part of the premises from any tax or assessment.

7. Any of the following occurrences or acts shall constitute an event of default under this Mortgage ("default"): (i) Mortgagor fails to pay the Liabilities in full within fourteen (14) days of the date of this Mortgage; (ii) Mortgagor fails to comply with any provision contained in this Mortgage (other than payment of the liabilities as set forth in (i) above) and fails to cure such failure within 15 days of written notice from Mortgagee. If any such default shall have occurred, then, to the extent permitted by applicable law, the following provisions shall apply:

(a) All sums secured hereby shall, at the option of Mortgagee, become immediately due and payable without presentment, demand or further notice.

(b) It shall be lawful for Mortgagee to (i) immediately sell the premises either in whole or in separate parcels, only as prescribed by applicable state law, under power of sale, which power is hereby granted to Mortgagee to the full extent permitted by law, and thereupon, to make and execute to any purchaser(s) thereof deeds of conveyance pursuant to applicable law or (ii) immediately foreclose this Mortgage by action.

8. In any foreclosure of this Mortgage by action, there shall be allowed (and included in the decree for sale in the event of a foreclosure by action), to be paid out of the rents or the proceeds of such foreclosure proceeding:

(a) all of the Liabilities and other sums secured hereby which then remain unpaid:

(b) all other items advanced or paid by Mortgagee pursuant to this Mortgage, with interest thereon at the Interest Rate from the date of advancement; and

(c) all court costs, attorneys' and paralegals' fees and expenses, appraiser's fees, advertising costs, notice expenses, expenditures for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title guarantees, title insurance policies, Torrens certificates and similar data with respect to title which Mortgagee may deem necessary. All such expenses shall become additional Liabilities secured hereby and immediately due

and payable, with interest thereon at the Interest Rate, when paid or incurred by Mortgagee in connection with any proceedings, including but not limited to probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured or in the foreclosure, whether or not actually commenced, or sale by advertisement. The proceeds of any sale (whether through a foreclosure proceedings or Mortgagee's exercise of the power of sale) shall be distributed and applied to the items described in (a), (b), and (c) of this paragraph, as Mortgagee may, in its sole discretion, determine, and any surplus of the proceeds of such sale be paid to the Mortgagor.

9. Mortgagee's rights hereunder shall be subordinate to any valid senior liens on the Mortgagor's premises.

10. Each remedy or right of Mortgagee shall not be exclusive of but shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or in different nature. Every such remedy or right may be exercised concurrently or independently and when and as often as may be deemed expedient by Mortgagee.

11. If more than one property, lot or parcel is covered by this Mortgage, and if this Mortgage is foreclosed upon, or if Mortgagee exercises its power of sale, execution may be made upon or Mortgagee may exercise its power of sale against any one or more of the properties, lots or parcels and not upon the others, or upon all of such properties or parcels, either together or separately, and at different times or at the same time, and

execution sales or sales by advertisement may likewise be conducted separately or concurrently, in each case at Mortgagee's election.

12. In the event of a foreclosure of this Mortgage, the Liabilities then due the Mortgagee shall not be merged into any decree of foreclosure entered by the court, and the Mortgagee may concurrently or subsequently seek to foreclose one or more mortgages which also secure said Liabilities.

13. Mortgagor agrees that, upon request of Mortgagee from time to time, it will execute, acknowledge and deliver all such additional instruments and further assurances of title and will do or cause to be done all such further acts and things as may reasonably be necessary to fully effectuate the intent of this Mortgage.

14. All notices, demands, consents, requests, approvals, undertakings or other instruments required or permitted to be given in connection with this Mortgage shall be in writing and shall be sent by United States registered or certified mail, addressed as follows:

if to Mortgagor:

George L. Wintz
4 Evergreen Road
North Oaks, Minnesota 55127-2004

with a copy to:

William J. Factor
Seyfarth, Shaw, Fairweather & Geraldson
55 East Monroe St., Ste. 4200
Chicago, Illinois 60603-5803

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if to Mortgagee:

Trustees of the
Central States, Southeast and
Southwest Areas Pension Fund
9377 West Higgins Road
Rosemont, Illinois 60018-4938

with a copy to:

Robert A. Coco
Law Department
Central States, Southeast and
Southwest Areas Pension Fund
9377 West Higgins Road
Rosemont, Illinois 60018-4938

Mortgagor or Mortgagee shall, from time to time, have the right to specify as the proper addressee and/or address for the purposes of this Mortgage any other address in the United States upon giving ten (10) days' written notice thereof.

15. Mortgagor agrees that, without affecting the liability of any person for payment of the Liabilities secured hereby or affecting the lien of this Mortgage upon the premises or any part thereof (other than persons or property explicitly released as a result of the exercise by Mortgagee of its rights and privileges hereunder), Mortgagee may at any time and from time to time, on request of the Mortgagor, without notice to any person liable for payment of any Liabilities secured hereby, extend the time, or agree to alter the terms of payment of such Liabilities.

16. Mortgagor agrees that this Mortgage is to be construed and governed by the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable laws, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such

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provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

17. Upon full payment of all sums secured hereby or upon application on the Liabilities of the proceeds of any sale of the premises in accordance with the provisions of this Mortgage, at the time and in the manner provided, this conveyance shall be null and void and, upon demand therefor following such payment, a satisfaction of mortgage shall, within 10 (ten) working days, be provided by Mortgagee to Mortgagor.

18. This Mortgage shall be binding upon the Mortgagor and upon the successors, assigns and vendees of the Mortgagor and shall inure to the benefit of the Mortgagee's successors and assigns; all references herein to the Mortgagor and to the Mortgagee shall be deemed to include their successors and assigns. Mortgagor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Mortgagor. Wherever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

19. This mortgage is not given voluntarily, but under compulsion of court order. This mortgage shall be released and shall be of no further force or effect upon (a) the Pension Funds' receipt of payments equal to the Liabilities or (b) the entry of a court decision (whether appellate or otherwise) determining or holding that the District Court erred, or otherwise was wrong, when it entered the Contempt Judgment and/or that the District Court should not have entered the Contempt Judgment.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written by its President and sole shareholder and attested to by its Secretary (and said persons hereby represent that they possess full power and authority to execute this instrument).

THE MORTGAGOR hereby declares and acknowledges that the Mortgagor has received, without charge, a true copy of this mortgage.

Wintz Properties, Inc.

By: [Signature]
George L. Wintz, its President

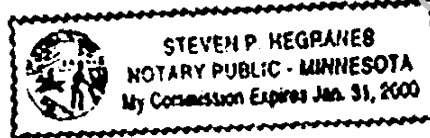
ATTEST:

[Signature]
Secretary

I, [Signature], a Notary Public, hereby certify that George L. Wintz personally appeared before me this day and acknowledged that he is the President and sole shareholder of Wintz Properties, Inc., a corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its President, George L. Wintz

Witness my hand and notarial seal, this 17th day of April, 1998.

[Signature]
Notary Public



UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

CENTRAL STATES, SOUTHEAST AND)
SOUTHWEST AREAS PENSION FUND)
and HOWARD McDOUGALL, trustee.)

Plaintiffs,)

v.)

Case No. 97 C 0873
Judge George W. Lindberg

WINTZ COMPANIES, a Minnesota)
Corporation,)

WINTZ PARCEL DRIVERS, INC., a)
West Virginia Corporation,)

WINTZ PROPERTIES, INC., a)
Minnesota Corporation,)

O.K. FREIGHTWAYS, INC., a)
Minnesota Corporation, and)

WINTZ DISTRIBUTION COMPANY, a)
West Virginia Corporation,)

Defendants.)

ORDER TO COMPEL PAYMENTS

The Defendants, Wintz Companies, Wintz Parcel Drivers, Inc., Wintz Properties, Inc., O.K. Freightways, Inc. and Wintz Distribution Company, their officers, directors, agents, servants, employees, and all persons in active concert and participation with them, are jointly and severally ordered to: (a) pay all past due payments as set forth in the schedule of payments attached to the Pension Fund's June 17, 1996 Notice and Demand for payment of withdrawal liability on or before June 30, 1997, and (b) pay all future interim

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withdrawal liability payments on a timely basis or post a bond (as set forth in ERISA and the regulations promulgated thereunder) to guarantee such payments.

July 17 1987

Date

George B. ...
United States District Judge

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UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

CENTRAL STATES, SOUTHEAST AND)
SOUTHWEST AREAS PENSION FUND)
and HOWARD McDOUGALL, trustee.)

Plaintiffs,)

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Case No. 97 C 0873 ,
Judge George W. Lindberg

WINTZ COMPANIES, a Minnesota)
Corporation,)

WINTZ PARCEL DRIVERS, INC., a)
West Virginia Corporation)

WINTZ PROPERTIES, INC., a)
Minnesota Corporation,)

O.K. FREIGHTWAYS, INC., a)
Minnesota Corporation,)

WINTZ DISTRIBUTION COMPANY, a)
West Virginia Corporation,)

WINTZ TRAILER LEASING, INC.,)
a Minnesota Corporation, and)

WINTZ DISTRIBUTION CENTERS, INC.)
a Minnesota Corporation,)

Defendants.)

CONTEMPT JUDGMENT

This matter coming before the Court on Plaintiffs' Motion for a Rule To Show Cause Why Wintz Properties, Inc. and George L. Wintz should not be held in contempt of Court for violating this Court's June 17, 1997 Order to Compel Payments. An evidentiary hearing on this matter was held on December 12, 1997 at which time all parties, including George L. Wintz were represented by their respective counsel.

The Court has considered all evidence presented at the hearing and arguments of counsel and for the reasons set forth in open court finds that Wintz Properties, Inc. and


George L. Wintz, are in contempt of this Court's June 17, 1997 Order to Compel Payments. As a sanction for the contempt, judgment is hereby entered against Wintz Properties, Inc. and George L. Wintz, jointly and severally, in the amount of \$978,041.42. This amount consists of \$959,698.31 which is the amount of money paid out of Wintz Properties, Inc. subsequent to this Court's June 17, 1997 Order to Compel Payments together with uncontested attorney's fees and costs in the amount of \$18,343.11 incurred by Plaintiffs in preparing and prosecuting the contempt petition. The Court will rule on the disputed attorney's fees and costs at a later date.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

- 1 That Judgment is entered in favor of the Central States, Southeast and Southwest Areas Pension Fund and Howard McDougall, trustee, and against Wintz Properties, Inc. and George L. Wintz, jointly and severally, in the amount of \$978,041.42.
- 2 That Plaintiffs, Central States, Southeast and Southwest Areas Pension Fund and Howard McDougall, trustee, are awarded execution for the collection of the Judgment and costs granted hereunder.
- 3 The Court hereby retains jurisdiction of this cause and all of the parties hereto for the purposes of enforcing this Order.

ENTERED:

DEC 23 1997
Date


Honorable George W. Lincberg

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

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RAC

Michael W. Dobbins
CLERK

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Office of the Clerk

CENTRAL STATES
LAW DEPARTMENT

John J. Franczyk Jr.
Central States Law Department
Post Office Box 5123
Des Plaines, IL 60017-5123

Case Number: 1:97-cv-00873

Title: Cen St W. Wintz Co

Assigned Judge: Honorable George W. Lindberg

MINUTE ORDER of 12/23/97 by Hon. George W. Lindberg :
Status hearing held and continued to 4/2/98 at 9:45 a.m.
An evidentiary hearing was held on 12/12/97. Judgment is
entered in favor of the plaintiffs and against Wintz
Properties, Inc. and George L. Wintz, jointly and
severally, in the amount of \$978,041.42. Enter contempt
judgment. Mailed notice

This docket entry was made by the Clerk on December 24, 1997

ATTENTION: This notice is being sent pursuant to Rule 77(d) of the
Federal Rules of Civil Procedure or Rule 43(c) of the Federal
Rules of Criminal Procedure. It was generated by ICMS,
the automated docketing system used to maintain the civil and
criminal dockets of this District. If a minute order or
other document is enclosed, please refer to it for
additional information.

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

CENTRAL STATES, SOUTHEAST AND)
SOUTHWEST AREAS PENSION FUND)
and HOWARD McDOUGALL, trustee.)

Plaintiffs,)

Case No. 97 C 0873
Judge George W. Lindberg

WINTZ PARCEL DRIVERS, INC., a)
West Virginia Corporation,)

WINTZ PROPERTIES, INC., a)
Minnesota Corporation,)

O.K. FREIGHTWAYS, INC., a)
Minnesota Corporation,)

WINTZ DISTRIBUTION COMPANY, a)
West Virginia Corporation,)

WINTZ TRAILER LEASING, INC.,)
a Minnesota Corporation, and)

WINTZ DISTRIBUTION CENTERS, INC.)
a Minnesota Corporation,)

Defendants.)

ORDER

This matter coming before the Court on Plaintiffs' Motion For Imposition Of A Fine Upon, And For Execution Of Mortgages On Property Owned By, George L. Wintz and Wintz Properties. A hearing on this matter was held on April 2, 1998 at which time all parties, including George L. Wintz, were represented by their respective counsel. The Court has considered the evidence presented and arguments of counsel, and orders as follows:

1. George L. Wintz is ordered to provide Plaintiffs with the legal description and property identification number of the property he owns at 4 Evergreen Road in North Oaks, Minnesota on or before April 6, 1998; and

2. George L. Wintz is ordered to execute and deliver to Plaintiffs a mortgage in favor of Plaintiffs on the property he owns located at 4 Evergreen Road in North Oaks, Minnesota on or before April 9, 1998; and

3. George L. Wintz and Wintz Properties, Inc. are ordered jointly and severally, to disclose to Plaintiffs and identify by address, legal description and property identification numbers all properties owned, in whole or in part, by George L. Wintz or Wintz Properties, Inc. on or before April 9, 1998; and

4. George L. Wintz and Wintz Properties, Inc. are ordered, jointly and severally, to provide Plaintiffs with a list of all holders of mortgages or other liens on any properties identified in response to three (3) above, together with the current balance of said mortgages or liens on or before April 9, 1998.

5. George L. Wintz and Wintz Properties, Inc. are ordered, jointly and severally, to execute and deliver to Plaintiffs mortgages in favor of Plaintiffs on all properties identified in response to three (3) above on or before April 9, 1998; and

6. George L. Wintz and Wintz Properties, Inc. are ordered, jointly and severally, to execute and deliver mortgages in favor of Plaintiffs on property owned by Wintz Properties, Inc. in Cook County, Illinois, Allen County, Indiana, Lucas County, Ohio and Sauk County, Wisconsin on or before April 9, 1998 (the legal descriptions of said properties were attached as Exhibit A to Plaintiffs' motion); and

7. With respect to Plaintiffs' request for the imposition of a daily fine of \$25,000.00 upon George L. Wintz and Wintz Properties, Inc., jointly and severally, until they have fully complied with this Court's contempt order, the parties are ordered to submit

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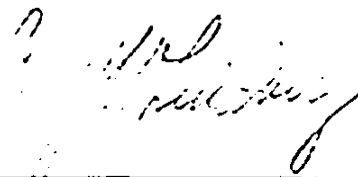
briefs focusing primarily on the issue of the ability of George L. Wintz and Wintz Properties, Inc. to pay any sanctions or fines as follows:

- a. Response of George L. Wintz and Wintz Properties, Inc. is due on or before April 16, 1998.
- b. Reply of Plaintiffs is due on or before April 23, 1998.

Ruling on this aspect of Plaintiffs' motion will be on June 5, 1998.

ENTERED:

APR 03 1998



Date

Honorable George W. Lindberg

PARCEL 1:

LOTS 26, 27, 28, 29, 30, 31, 32, 33, 34 AND A PART OF LOT 35 IN J. P. WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5, LOTS 17 TO 22 INCLUSIVE, LOT 34 AND PART OF LOTS 16 AND 35 OF HERRICK STEVENS SUBDIVISION OF THE EAST 1/2 OF BLOCK 5, LOTS 1, 2, 4, 5, AND 6 IN THE RESUBDIVISION OF PART OF THE EAST 1/2 OF BLOCK 5 TOGETHER WITH VACATED STREET AND ALLEY LYING BETWEEN SAID LOTS ALL IN CANAL TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE ALLEY IN J. P. WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN CANAL TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WITH THE NORTH LINE OF WEST 33RD STREET; THENCE NORTH ALONG THE EAST LINE OF SAID ALLEY, A DISTANCE OF 250 FEET; THENCE EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF WEST 33RD STREET, A DISTANCE OF 459.06 FEET TO THE WEST LINE OF SOUTH WOLCOTT STREET; THENCE SOUTH ALONG THE WEST LINE OF SOUTH WOLCOTT STREET 63.87 FEET TO AN ANGLE IN SAID STREET; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID SOUTH WOLCOTT STREET, A DISTANCE OF 284.68 FEET TO THE NORTH LINE OF WEST 33RD STREET; THENCE WEST ALONG THE NORTH LINE OF WEST 33RD STREET, A DISTANCE 244.20 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 14 TO 25, BOTH INCLUSIVE, IN WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN CANAL TRUSTEES SUBDIVISION IN THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1 TO 13, INCLUSIVE TAKEN AS A TRACT, EXCEPTING FROM SAID TRACT THE NORTH 33 FEET THEREOF IN J. P. WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN CANAL TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

A PARCEL OF LAND COMPRISING ALL OF LOTS 36 TO 42, INCLUSIVE TOGETHER WITH PARTS OF LOTS 35 AND 43, ALL IN J. P. WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5; ALSO ALL OF LOTS 9 TO 15 INCLUSIVE, ALL OF LOTS 36 TO 42 INCLUSIVE, TOGETHER WITH PART OF LOTS 8, 16, 35 AND 43, ALL IN HERRICK STEVENS SUBDIVISION OF THE EAST 1/2 OF SAID BLOCK 5; ALSO THAT PART OF THE VACATED STREET AND VACATED ALLEY LYING BETWEEN SAID LOTS AND PARTS THEREOF, ALL IN CANAL TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PARCEL OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE ALLEY IN SAID J. P. WILLARD'S SUBDIVISION WITH A LINE 250 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF WEST 33RD STREET, AND RUNNING THENCE NORTH ALONG SAID EAST LINE OF ALLEY, A DISTANCE OF 100 FEET TO ITS INTERSECTION WITH A LINE 450 FEET NORTH OF AND PARALLEL TO SAID NORTH LINE OF WEST 33RD STREET; THENCE EAST ALONG THE LAST ABOVE MENTIONED PARALLEL LINE A DISTANCE OF 459.06 FEET TO THE WEST LINE OF SOUTH WOLCOTT STREET; THENCE SOUTH ALONG SAID WEST LINE OF SOUTH WOLCOTT STREET, A DISTANCE OF 200 FEET TO ITS INTERSECTION WITH THE LAST MENTIONED PARALLEL LINE IN THIS DESCRIPTION; AND THENCE WEST ALONG THE PARALLEL LINE A DISTANCE OF 459.06 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5A:

A PARCEL OF LAND COMPRISING LOTS 6, 7, 44, AND 45 AND PARTS OF LOTS 5, 8, 43, AND 46 AND PART OF VACATED ALLEY ADJOINING SAID LOTS, IN HERRICK STEVENS SUBDIVISION OF THE EAST 1/2 OF BLOCK 5 AND ALL OF LOTS 44 AND 45, AND PARTS OF LOTS 43, 46, 47, 48, 49, AND 50 IN WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5, TOGETHER WITH PARTS OF VACATED WINCHESTER AVENUE AND OF VACATED WEST 32ND STREET, ALL IN CANAL TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PARCEL OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 66 FEET IN WIDTH, THE SOUTH LINE THEREOF BEING A LINE 450 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF WEST 33RD STREET, SAID STRIP BEING BOUNDED ON THE EAST BY SOUTH WOLCOTT STREET AND ON THE WEST BY THE 15 FOOT ALLEY RUNNING NORTH AND SOUTH THROUGH WILLARD'S SUBDIVISION OF BLOCK 5 AFORESAID, (EXCEPTING FROM THE AFORESAID STRIP OF LAND THE NORTH 1/2 OF THE EAST 250.00 FEET THEREOF).

PARCEL 5B

A PERPETUAL NON EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING LAND: THE NORTH 1/2 OF OF THE EAST 250.00 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE IN COOK COUNTY, ILLINOIS: A PARCEL OF LAND COMPRISING LOTS 6, 7, 44, AND 45 AND PARTS OF LOTS 5, 8, 43, AND 46 AND PART OF VACATED ALLEY ADJOINING SAID LOTS IN HERRICK STEVEN'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 5 AND ALL OF LOTS 44 AND 45, AND PARTS OF LOTS 43, 46, 47, 48, 49 AND 50 IN WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 TOGETHER WITH PARTS OF VACATED WINCHESTER AVENUE AND OF VACATED WEST 32ND STREET, ALL IN CANAL TRUSTEES SUBDIVISION OF THE THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PARCEL OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: A STRIP OF LAND 66.00 FEET IN WIDTH THE SOUTH LINE THEREOF BEING A LINE 450 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF WEST 33RD STREET, SAID STRIP BEING BOUNDED ON THE EAST BY SOUTH WOLCOTT STREET AND ON THE WEST BY THE 15 FOOT ALLEY RUNNING NORTH AND SOUTH THROUGH WILLARD'S SUBDIVISION OF BLOCK 5 AFORESAID.

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