

# UNOFFICIAL COPY

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FIRST AMENDMENT  
TO  
MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

THIS FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING, dated as of December 31, 1998 (this "Amendment"), is by and between NWS-ILLINOIS, LLC, an Illinois limited liability company, successor by assignment to NWS, Inc., an Illinois corporation (the "Mortgagor"), having a notice address of 2600 West 35<sup>th</sup> Street, Chicago, Illinois 60632, and NBD BANK, a Michigan banking corporation (the "Mortgagee"), having a notice address of 701 First National Building, Detroit, Michigan 48226.

WITNESSETH

WHEREAS, NWS, Inc. has made in favor of the Mortgagee that certain Mortgage, Security Agreement and Fixture Filing, dated October 1, 1998 (the "Mortgage"), which Mortgage encumbers the real property described on Exhibit A attached hereto and was recorded in the mortgage records of Cook County, Illinois on December 10, 1998 as document number 08121814,

WHEREAS, the Mortgage secures, among other things, the indebtedness of National Wine & Spirits Corporation, an Indiana corporation (the "Borrower"), under that certain Loan Agreement, dated as of October 1, 1998, between the Borrower and the Mortgagee (the "Original Loan Agreement"), and the obligations of NWS, Inc. under that certain Irrevocable Guaranty Agreement, dated as of October 1, 1998, made by NWS, Inc. and NWS Michigan, Inc. in favor of the Mortgagee in connection with the Original Loan Agreement (the "Original Guaranty Agreement"),

WHEREAS, NWS-Illinois, LLC has acquired the assets of NWS, Inc., including the real property described on Exhibit A attached hereto, and has assumed all of the indebtedness and obligations of NWS, Inc., including without limitation the indebtedness and obligations of NWS, Inc. in respect of the Original Loan Agreement and the Original Guaranty Agreement,

WHEREAS, the Original Loan Agreement is being amended and restated in that certain Amended and Restated Loan Agreement, dated as of even date herewith, between the Borrower and the Mortgagee (the "Loan Agreement"), pursuant to which the Mortgagee is making a new \$7,500,000 term loan to the Borrower, in addition to the \$7,500,000 term loan made under the Original Loan Agreement, and in connection therewith NWS, Inc., NWS-Illinois, LLC and NWS Michigan, Inc. are making in favor of the Mortgagee an Amended and Restated Irrevocable Guaranty Agreement, dated as of even date herewith (the "Guaranty Agreement"), which amends and restates the Original Guaranty Agreement,

WHEREAS, in connection with the Loan Agreement, the Mortgagor and the Mortgagee desire to amend the Mortgage in order to confirm that the Mortgage secures, among other things, all indebtedness and obligations of the Borrower and the Mortgagor in respect of the Loan Agreement and the Guaranty Agreement, including without limitation both Term Loans (as defined in the Loan Agreement),

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NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt of which hereby is acknowledged, the parties hereto agree as follows:

1. Amendment to Mortgage. The Mortgage hereby is amended as follows:

The text beginning on page three of the Mortgage with the heading "FOR THE PURPOSE OF SECURING" and continuing through the last paragraph prior to the heading "MORTGAGOR HEREBY COVENANTS AND AGREES AS FOLLOWS" on page four of the Mortgage is amended and restated in full as follows:

FOR THE PURPOSE OF SECURING:

- a. Payment of indebtedness in the principal amount of Fifteen Million Dollars (\$15,000,000) with interest thereon, evidenced by a certain Term Note in the principal amount of \$7,500,000 dated October 1, 1998 and a certain Term Note in the principal amount of \$7,500,000 dated December 31, 1998 (such Term Notes, as the same may be hereinafter modified, amended, restated, extended or renewed, together with any promissory note or notes issued in exchange or replacement therefor, being referred to collectively herein as the "Notes"), due and payable on or before March 31, 1999 (on terms which are more fully provided in the hereinafter described Loan Agreement), executed by National Wine & Spirits Corporation, an Indiana corporation (the "Borrower"), which have been delivered to and are payable to the order of the Mortgagee, and any and all modifications, amendments, restatements, extensions and renewals thereof;
- b. Performance of all obligations of the Borrower under that certain Amended and Restated Loan Agreement, dated as of December 31, 1998 (such Amended and Restated Loan Agreement, as the same may be modified, amended or restated from time to time, being referred to herein as the "Loan Agreement"), between the Borrower and Mortgagee, relating to the use of the loan proceeds evidenced by the Notes, and each agreement of the Borrower or Mortgagor incorporated by reference therein or herein, or contained therein or herein, and any and all modifications, amendments and restatements thereof;
- c. Payment of all sums advanced by Mortgagee to protect the Mortgaged Property and all other indebtedness, fees and expenses due and payable under this Mortgage, with interest thereon at the Overdue Rate provided in the Loan Agreement (hereinafter, the "Default Rate");
- d. Payment and performance of all obligations of Mortgagor under that certain Amended and Restated Irrevocable Guaranty Agreement of even date herewith executed by Mortgagor, NWS, Inc. and NWS Michigan, Inc., a Michigan corporation, in favor of Mortgagee to guaranty the obligations of Borrower to Mortgagee (such Amended and Restated Irrevocable Guaranty Agreement, as the same may be amended, restated or replaced from time to time, being referred to herein as the "Guaranty"), together with any amendments, substitutions or replacements thereof;
- e. Performance of all obligations of any guarantor of any of the obligations of Mortgagor contained in this Mortgage, the Notes, the Loan Agreement, or any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby; and

This Mortgage, the Notes, the Loan Agreement, any guaranty thereof, the Guaranty, and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby may hereafter be referred to as the "Loan Instruments."

2. Representations and Warranties; Continuing Effect. After giving effect to the amendments to the Mortgage set forth in this Amendment, the representations and warranties of the Mortgagor contained in the Mortgage are true on and as of the date hereof with the same force and effect as if made on and as of the date hereof. Subject to the amendments provided in this Amendment, the Mortgage shall in all respects continue in full force and effect.

3. Counterparts. This instrument may be executed in one or more counterparts, and in order to be effective, it shall not be necessary that the same counterpart be executed by more than one of the parties hereto.

4. Governing Law. This Amendment shall be governed by Illinois law.

IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have caused this Amendment to be executed by their duly authorized officers on the day and year first-above written.

[The rest of this page intentionally left blank.]



NBD BANK'S SIGNATURE PAGE TO THE FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

"Mortgagee"

NBD BANK, a Michigan banking corporation

By: MICHAEL K. KELLY

Its: FVP

ACKNOWLEDGMENT

STATE OF MICHIGAN ) ) SS: COUNTY OF WAYNE )

I, CAROL PLASHA, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT MICHAEL K. KELLY of NBD Bank, a Michigan banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said banking corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of December, 1998.

CAROL PLASHA Notary Public, Wayne County, MI My Commission Expires Nov. 15, 2001

Notary Public - Signature

Notary Public - Printed

My Commission Expires:

11-15-2001

My County of Residence is:

WAYNE

This instrument prepared by Andrew S. Boyce, Esq., Dickinson Wright PLLC, 500 Woodward Avenue, Suite 4000, Detroit, Michigan 48226.

## EXHIBIT A

Legal Description

## PARCEL 1:

THAT PART OF LOT 1 IN CAMPBELL SOUP COMPANY'S (CENTRAL DIVISION) SUBDIVISION BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 1930 AS DOCUMENT NUMBER 10667452, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF WEST 35TH STREET IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, 33 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 36, WITH THE WEST LINE OF SOUTH CAMPBELL AVENUE IN SAID CITY, AS DEDICATED SEPTEMBER 1, 1904 (NOW VACATED), PRODUCED NORTH, THENCE WEST ON AN ASSIGNED AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS ALONG THE NORTH LINE OF SAID 35TH STREET, 526.77 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING ON AN AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS ALONG THE NORTH LINE OF 35TH STREET 372.53 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS 140.24 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES 01 MINUTES 00 SECONDS 13.84 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS 261.47 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES 01 MINUTES 00 SECONDS 4.40 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 28.00 FEET TO THE CENTERLINE OF A 24" CONCRETE FOUNDATION WALL; THENCE ON AN AZIMUTH OF 90 DEGREES 01 MINUTES 00 SECONDS, ALONG SAID CENTERLINE AND FOUNDATION WALL, AND SAID CENTERLINE EXTENDED EAST, 354.30 FEET TO A POINT WHICH BEARS AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS FROM THE POINT OF BEGINNING; THENCE ON AN AZIMUTH OF 180 DEGREES 01 MINUTES 00 SECONDS, 439.60 FEET TO THE POINT OF BEGINNING.

## PARCEL 2:

THAT PART OF THE NORTH EAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF LOT 1 IN CAMPBELL SOUP COMPANY'S (CENTRAL DIVISION) SUBDIVISION THEREIN ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 1990 AS DOCUMENT NUMBER 10667452, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF WEST 35TH STREET IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, 33 FEET NORTH OF THE SOUTH LINE OF SAID NORTH EAST 1/4 OF SECTION 36, WITH THE WEST LINE OF SOUTH CAMPBELL AVENUE IN SAID CITY, AS DEDICATED SEPTEMBER 1, 1904 (NOW VACATED), PRODUCED NORTH, THENCE WEST ON AN ASSIGNED AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS ALONG THE NORTH LINE OF SAID 35TH STREET, 526.77 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 439.60 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE CENTERLINE OF A 24" CONCRETE FOUNDATION WALL FOR A POINT OF BEGINNING; THENCE CONTINUING ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 386.74 FEET; THENCE ON AN AZIMUTH OF 23 DEGREES 21 MINUTES 52 SECONDS, 83.73 FEET; THENCE ON AN AZIMUTH OF 67 DEGREES 28 MINUTES 17 SECONDS, 83.74 FEET; THENCE ON AN AZIMUTH OF 339 DEGREES 14 MINUTES 27 SECONDS, 46.06 FEET; THENCE ON AN AZIMUTH OF 68 DEGREES 15 MINUTES 58 SECONDS, 43.44 FEET; THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, RADIUS 295.11 FEET, CENTRAL ANGLE 18 DEGREES 28 MINUTES 35 SECONDS, 95.17 FEET; THENCE ON AN AZIMUTH OF 49 DEGREES 47 MINUTES 23 SECONDS, 33.91 FEET; THENCE ON AN AZIMUTH OF 36 DEGREES 15 MINUTES 07 SECONDS, 275.76

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FEET TO THE SOUTHERLY LINE OF THE CANAL RESERVE OF THE ILLINOIS AND MICHIGAN CANAL; THENCE ON AN AZIMUTH OF 248 DEGREES 27 MINUTES 00 SECONDS ALONG SAID SOUTHERLY LINE, 976.31 FEET TO THE NORTHEAST CORNER OF LOT 4 IN CAMPBELL SOUP COMPANY'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 36, ACCORDING TO THE PLAT THEREOF, RECORDED JULY 24, 1957 AS DOCUMENT NUMBER 16966716; THENCE SOUTH THROUGH THE FOLLOWING TEN COURSES ALONG THE EAST LINES OF SAID CAMPBELL SOUP COMPANY'S SUBDIVISION; THENCE ON AN AZIMUTH OF 214 DEGREES 13 MINUTES 38 SECONDS, 165.36 FEET; THENCE ON AN AZIMUTH OF 179 DEGREES 59 MINUTES 58 SECONDS, 311.98 FEET; THENCE ON AN AZIMUTH OF 89 DEGREES 56 MINUTES 10 SECONDS, 18.00 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES 00 MINUTES 00 SECONDS, 94.00 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES 00 MINUTES 00 SECONDS, 23.00 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES 00 MINUTES 00 SECONDS, 106.00 FEET; THENCE ON AN AZIMUTH OF 236 DEGREES 06 MINUTES 50 SECONDS, 49.39 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES 00 MINUTES 00 SECONDS, 127.65 FEET; THENCE ON AN AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS, 3.95 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES 00 MINUTES 00 SECONDS, 125.00 FEET TO THE NORTH LINE OF WEST 35TH STREET AFORESAID; THENCE EAST ALONG SAID NORTH LINE, 227.45 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 140.24 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES 01 MINUTES 00 SECONDS, 13.24 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 261.47 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES 01 MINUTES 00 SECONDS, 4.40 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 38.00 FEET TO THE CENTERLINE OF A 24" CONCRETE FOUNDATION WALL; THENCE ON AN AZIMUTH OF 90 DEGREES 01 MINUTES 00 SECONDS, ALONG SAID CENTERLINE AND FOUNDATION WALL, AND SAID CENTERLINE EXTENDED EAST, 354.20 FEET TO THE POINT OF BEGINNING.

## PARCEL 3:

LOTS 2 AND 4 IN CAMPBELL SOUP COMPANY'S SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED JULY 24, 1957 AS DOCUMENT NUMBER 16966716.

## PARCEL 4:

EASEMENT FOR USE OF RAILROAD TRACKS OVER THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LOT 1 IN CAMPBELL SOUP COMPANY'S (CENTRAL DIVISION) SUBDIVISION THEREIN ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 1930 AS DOCUMENT NUMBER 10667452, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF WEST 25TH STREET IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, 33 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 36, WITH THE WEST LINE OF SOUTH CAMPBELL AVENUE IN SAID CITY, AS DEDICATED SEPTEMBER 1, 1904 (NOW VACATED), PRODUCED NORTH, THENCE WEST ON AN ASSIGNED AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS ALONG THE NORTH LINE OF SAID 35TH STREET, 526.77 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 439.60 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE CENTERLINE OF A 24 INCH CONCRETE FOUNDATION WALL; THENCE CONTINUING ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 386.74 FEET; THENCE ON AN AZIMUTH OF 23 DEGREES, 21 MINUTES, 52 SECONDS 83.73 FEET; THENCE ON AN AZIMUTH OF 67 DEGREES 28 MINUTES 17 SECONDS, 83.74 FEET; THENCE ON AN AZIMUTH OF 339 DEGREES 14 MINUTES 27 SECONDS, 46.06 FEET; THENCE ON AN AZIMUTH OF 68 DEGREES 15 MINUTES 58 SECONDS, 43.44 FEET; THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, RADIUS 295.11 FEET, CENTRAL ANGLE 18 DEGREES 28 MINUTES 35 SECONDS, 95.17 FEET; THENCE ON AN AZIMUTH OF 49 DEGREES 47 MINUTES 23 SECONDS, 33.91 FEET; THENCE ON AN AZIMUTH OF 36 DEGREES 15 MINUTES 07 SECONDS, 26.27 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING ON AN AZIMUTH OF 36 DEGREES 15 MINUTES 07 SECONDS, 130.26 FEET; THENCE ON AN AZIMUTH OF 57 DEGREES 12 MINUTES 25 SECONDS, 132.04 FEET; THENCE ON AN AZIMUTH OF 22 DEGREES 23 MINUTES 24 SECONDS, 52.47 FEET TO THE SOUTHERLY LINE OF THE CANAL RESERVE OF THE ILLINOIS AND MICHIGAN CANAL; THENCE ON AN AZIMUTH OF 68 DEGREES 27 MINUTES 00 SECONDS ALONG SAID SOUTHERLY LINE, 73.39 FEET TO ITS INTERSECTION WITH THE WEST LINE OF CAMPBELL AVENUE AFORESAID AS DEDICATED SEPTEMBER 1, 1904 (NOW VACATED) PRODUCED NORTH; THENCE CONTINUING ON AN AZIMUTH OF 68 DEGREES 27 MINUTES 00 SECONDS, 14.34 FEET; THENCE ON AN AZIMUTH OF 182 DEGREES 59 MINUTES 01 SECONDS, 7.68; THENCE SOUTHERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE

WEST, RADIUS 204.83, CENTRAL ANGLE 1 DEGREE 34 MINUTES 06 SECONDS, 77.03 FEET; THENCE ON AN AZIMUTH OF 214 DEGREES 41 MINUTES 06 SECONDS, 17.35 FEET TO THE WEST LINE OF CAMPBELL AVENUE AFORESAID, THENCE ON AN AZIMUTH 216 DEGREES 06 MINUTES 54 SECONDS, 104.47 FEET; THENCE ON AN AZIMUTH OF 239 DEGREES 58 MINUTES 04 SECONDS, 247.73 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

EASEMENT FOR INGRESS, EGRESS AND ACCESS OVER THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF LOT 1 IN CAMPBELL SOUP COMPANY'S (CENTRAL DIVISION) SUBDIVISION THEREIN ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 1930 AS DOCUMENT NUMBER 10667452, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF WEST 35TH STREET IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, 33 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 36, WITH THE WEST LINE OF SOUTH CAMPBELL AVENUE IN SAID CITY, AS DEDICATED SEPTEMBER 1, 1904 (NOW VACATED), PRODUCED NORTH, THENCE WEST ON AN ASSIGNED AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS ALONG THE NORTH LINE OF SAID 35TH STREET, 526.77 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 439.60 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE CENTERLINE OF A 24 INCH CONCRETE FOUNDATION WALL; THENCE CONTINUING ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 386.74 FEET; THENCE ON AN AZIMUTH OF 23 DEGREES 21 MINUTES 52 SECONDS, 83.73 FEET; THENCE ON AN AZIMUTH OF 67 DEGREES 28 MINUTES 17 SECONDS, 83.74 FEET FOR A POINT OF BEGINNING; THENCE ON AN AZIMUTH OF 339 DEGREES 14 MINUTES 27 SECONDS, 46.06 FEET; THENCE ON AN AZIMUTH OF 68 DEGREES 15 MINUTES 58 SECONDS, 43.44 FEET; THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, RADIUS 295.11 FEET, CENTRAL ANGLE 18 DEGREES 28 MINUTES 35 SECONDS, 95.17 FEET; THENCE ON AN AZIMUTH OF 49 DEGREES 47 MINUTES 23 SECONDS, 33.91 FEET; THENCE ON AN AZIMUTH OF 36 DEGREES 15 MINUTES 07 SECONDS, 275.76 FEET TO THE SOUTHERLY LINE OF THE CANAL RESERVE OF THE ILLINOIS AND MICHIGAN CANAL; THENCE ON AN AZIMUTH OF 158 DEGREES 27 MINUTES 00 SECONDS, 50.00 FEET; THENCE ON AN AZIMUTH OF 220 DEGREES 53 MINUTES 20 SECONDS, 342.51 FEET; THENCE ON AN AZIMUTH OF 242 DEGREES 07 MINUTES 22 SECONDS, 100.00 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

EASEMENT FOR INGRESS, EGRESS AND ACCESS OVER THE SOUTH 160 FEET OF THE WEST 30 FEET OF LOTS 2,3,4,5 AND PART OF LOT 1 IN CAMPBELL SOUP COMPANY'S (CENTRAL DIVISION) BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 23, 1930 AS DOCUMENT NUMBER 10667452 ALSO PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP AND RANGE

AFORESAID, TAKEN AS A TRACT, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST 35TH STREET IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, 33 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 36, WITH THE WEST LINE OF SOUTH CAMPBELL AVENUE IN SAID CITY, AS DEDICATED SEPTEMBER 1, 1904 (NOW VACATED), PRODUCED NORTH; THENCE WEST ON AN ASSIGNED AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS ALONG THE NORTH LINE OF SAID 35TH STREET, 526.77 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 439.60 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE CENTERLINE OF A 24 INCH CONCRETE FOUNDATION WALL; THENCE CONTINUING ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 386.74 FEET; THENCE ON AN AZIMUTH OF 23 DEGREES 21 MINUTES 52 SECONDS, 83.73 FEET; THENCE ON AN AZIMUTH OF 67 DEGREES 28 MINUTES 17 SECONDS, 83.74 FEET; THENCE ON AN AZIMUTH OF 339 DEGREES 14 MINUTES 27 SECONDS, 46.06 FEET; THENCE ON AN AZIMUTH OF 68 DEGREES 15 MINUTES 58 SECONDS, 43.44 FEET; THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, RADIUS 295.11 FEET, CENTRAL ANGLE 18 DEGREES 28 MINUTES 35 SECONDS, 95.17 FEET; THENCE ON AN AZIMUTH OF 49 DEGREES 47 MINUTES 23 SECONDS, 33.91 FEET; THENCE ON AN AZIMUTH OF 36 DEGREES 15 MINUTES 07 SECONDS, 275.76 FEET TO THE SOUTHERLY LINE OF THE CANAL RESERVE OF THE ILLINOIS AND MICHIGAN CANAL, BEING ALSO THE RIGHT -OF-WAY LINE FOR EXPRESSWAY ACCORDING TO DOCUMENT NO. 19024366, RECORDED JANUARY 17, 1964; THENCE ON AN AZIMUTH OF 68 DEGREES 27 MINUTES 00 SECONDS ALONG SAID



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RIGHT-OF-WAY LINE 152.77 FEET; THENCE ON AN AZIMUTH OF 182 DEGREES 59 MINUTES 01 SECONDS, 7.68 FEET; THENCE SOUTHERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE WEST, RADIUS 204.63 FEET, CENTRAL ANGLE 07 DEGREES 34 MINUTES 06 SECONDS, 27.03 FEET; THENCE ON AN AZIMUTH OF 214 DEGREES 41 MINUTES 06 SECONDS, 17.55 FEET TO THE AFOREMENTIONED WEST LINE OF SOUTH CAMPBELL AVENUE PRODUCED NORTH; THENCE ON AN AZIMUTH OF 180 DEGREES 18 MINUTES 00 SECONDS ALONG SAID WEST LINE, 164.69 FEET TO THE NORTHWEST CORNER OF LOT 4 AFORESAID; THENCE ON AN AZIMUTH OF 90 DEGREES 18 MINUTES 00 SECONDS ALONG THE NORTH LINE OF LOT 4, A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ON AN AZIMUTH OF 180 DEGREES 18 MINUTES 00 SECONDS ALONG THE EAST LINE OF LOTS 4, 5 AND 3, A DISTANCE OF 1129.84 FEET TO THE NORTH LINE OF WEST 35TH STREET; THENCE ON AN AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS 30.00 FEET TO THE POINT OF BEGINNING.

## PARCEL 7:

EASEMENT FOR INGRESS, EGRESS AND ACCESS OVER THE NORTH 386.74 FEET OF THE SOUTH 826.34 FEET OF THE WEST 65 FEET OF THE LAND LOCATED TO THE EAST AND MORE FULLY DESCRIBED IN THE DECLARATION OF EASEMENTS FOR INGRESS, EGRESS AND ACCESS RECORDED APRIL 15, 1997.

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