

9623S
1-19-93

93011684

600 438 702 ISSD USG
JAMES A. SCHRAIDT
55 EAST MONROE ST
SUITE 4200
CHGO, ILL 60603 5803

(6)

2

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated as of January 15, 1993, by and between DISTRIBUTION SERVICES OF ILLINOIS, INC., an Illinois corporation (the "Borrower"), and ARTHUR D. PRINGLE III ("Pringle");

W I T N E S S E T H:

WHEREAS, the Borrower and General American Transportation Corporation, a New York Corporation (the "Assignor") heretofore entered into the following documents (collectively, the "Documents"):

- (i) Promissory Note dated as of October 6, 1988 (the "Note"), from the Borrower to the Assignor, in the principal amount of \$560,000;
- (ii) Purchase Money Mortgage dated October 6, 1988 (the "Mortgage"), from the Borrower to the Assignor, recorded in the Office of the Recorder of Deeds of Lake County, Indiana, on October 7, 1988, as Document No. 001362; and
- (iii) Guaranty dated 10/6, 1988 (the "Guaranty"), from Bulkmatic Transport Company ("Bulkmatic") to the Assignor;

WHEREAS, the Documents encumber the real estate described in Exhibit A attached hereto and the personal property located thereon; and

WHEREAS, pursuant to an Assignment Agreement of even date herewith, the Assignor has sold and assigned and Pringle has purchased, the Documents, and all right, title and interest of the Assignor in, to and under the Documents; and



STATE OF INDIANA, DEPT. OF REVENUE
LAKESIDE BUILDING
FILED FOR RECORDING
FEB 28 10 04 AM '93
SARAH M. COLLICH
RECORDER

Chapman & Cutler Insurance Company

This Instrument Prepared by and to be Returned After Recording to:

Burton X. Rosenberg, Esq.
James A. Schraidt, Esq.
Seyfarth, Shaw, Fairweather & Geraldson
Suite 4200
55 East Monroe Street
Chicago, Illinois 60603

2300
CT

WHEREAS, the Borrower and Bulkmatic have requested that Pringle release the Guaranty; and

WHEREAS, the parties desire to make certain modifications and amendments to the Documents, as more fully provided for herein;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), in hand paid, the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals Part of Agreement. The foregoing recitals are hereby incorporated into and made a part of this Agreement.

Section 2. Extension of Maturity Date. The October, 1998 maturity date of the loan which is evidenced and secured by the Documents (the "Loan") is hereby extended to January 15, 2003, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the date "October 6, 1998" is hereby changed to "January 15, 2003" each time it appears in the Note and the date "5th day of October, 1998" is hereby changed to "15th day of January, 1998" each place it appears in the Mortgage.

Section 3. Interest Rate Reduction. The interest rate on the Loan and the Note prior to maturity is hereby reduced from an annual rate of 10.35% to an annual rate of 9.5%, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing "10.35%" is hereby replaced with "9.5%" in each place it appears in the Note.

Section 4. Modification of Monthly Payment Provisions. The monthly installment of principal and interest which is payable on the Loan and the Note is hereby changed from \$7,509.40 per month to \$3,954.34 on the first day of February, 1993, and \$5,398.72 on the first day of each month thereafter, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, Paragraph (ii) on page 1 of the Note is hereby deleted and replaced with a new paragraph to read as follows:

"(ii) Principal and interest at the rate set forth above shall be payable in monthly installments as follows: \$3,954.34 on the first day of February, 1993, and \$5,398.72 on the first day of each month thereafter prior to the Maturity Date. Each such payment shall be applied first to accrued interest and the remainder to principal."

Section 5. Release of Guaranty. The Guaranty shall be and hereby is released and discharged, and Bulkmatic shall have no further obligation thereunder.

Section 6. Attachment to Note. Pringle may, and prior to any transfer by him of the the Note shall, attach a copy of this Agreement to the original Note and place an endorsement on the original Note making reference to the fact that such attachment has been made.

Section 7. Documents to Remain in Effect; Confirmation of Obligations; References. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as expressly modified and amended herein. The Borrower hereby (i) confirms and reaffirms all of its obligations under the Documents, as modified and amended herein and notwithstanding the release of the Guaranty; (ii) acknowledges and agrees that Pringle, by entering into this Agreement, does not waive any existing or future default or event of default under any of the Documents, or any rights or remedies under any of the Documents, except as expressly provided herein; (iii) acknowledges and agrees that Pringle has not heretofore waived any default or event of default under any of the Documents, or any rights or remedies under any of the Documents; and (iv) acknowledges that it does not have any defense, set-off or counterclaim to the payment or performance of any of its obligations under the Documents, as modified and amended herein, and notwithstanding the release of the Guaranty. All references in the Documents to any one or more of the Documents, or to the "Loan Documents", shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as modified and amended by this Agreement.

Section 8. Certifications, Representations and Warranties. In order to induce Pringle to enter into this Agreement, the Borrower hereby certifies, represents and warrants to Pringle that all certifications, representations and warranties contained in the Documents and in all certificates heretofore delivered to the Assignor or Pringle are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement.

Section 9. Entire Agreement. This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

Section 10. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

Section 11. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

Section 13. Construction.

(a) The words "hereof", "herein", and "hereunder", and other words of a similar import refer to this Agreement as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

(c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

Section 14. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.



DISTRIBUTION SERVICES OF ILLINOIS, INC.

James M. Catella, Jr.
Title: Pres.

(SEAL)

Attest:

Shawn Radmod
Title: Admin. Mgr.

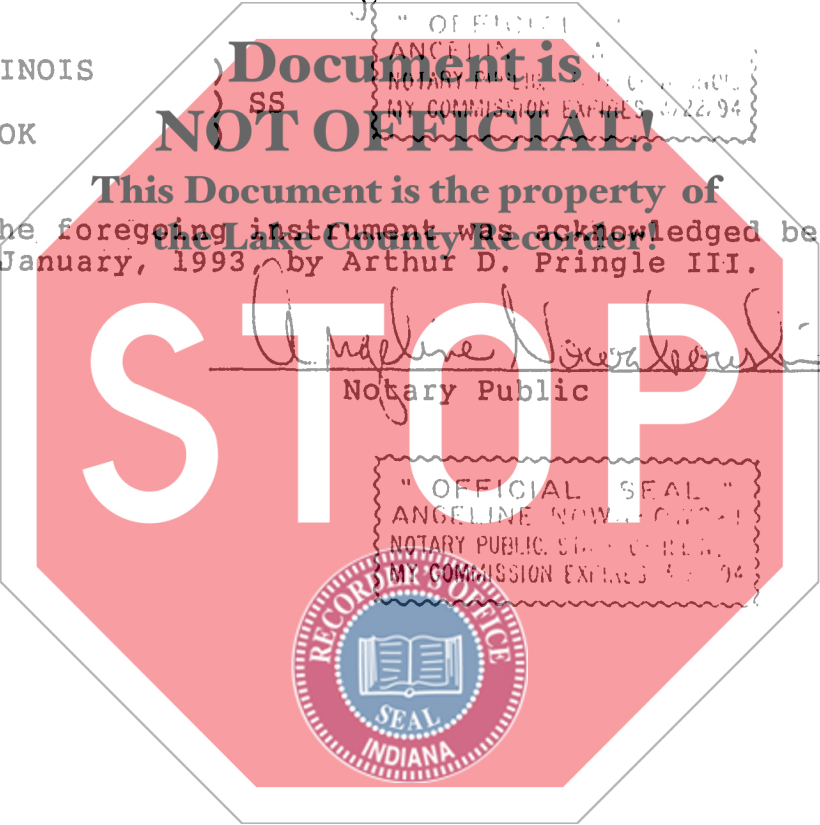
Arthur D. Pringle III
Arthur D. Pringle III

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 21 day of January, 1993, by Daniel M. Cantillon and William L. Redmond, President and Administrative Manager, respectively, of Distribution Services of Illinois, Inc., an Illinois corporation, on behalf of the corporation.

Angeline Nowakowski
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

The foregoing instrument was acknowledged before me this 21 day of January, 1993, by Arthur D. Pringle III.

Angeline Nowakowski
Notary Public

" OFFICIAL SEAL "
ANGELINE NOWAKOWSKI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/22/94

RECORDER'S OFFICE
SEAL
INDIANA

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: PART OF BLOCK "B" OF GENERAL AMERICAN TANK CAR CORPORATION SUBDIVISION IN THE CITY OF EAST CHICAGO, INDIANA AS RECORDED IN PLAT BOOK 14, PAGE 23, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, WHICH PART OF SAID BLOCK "B" IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF 143RD STREET (66 FEET WIDE) AND THE WEST LINE OF EUCLID AVENUE (80 FEET WIDE), WHICH POINT IS ALSO THE NORTHEAST CORNER OF SAID BLOCK "B", THENCE WESTERLY, ALONG THE SOUTH LINE OF 143RD STREET (NORTH LINE OF BLOCK "B"), A DISTANCE OF 170.04 FEET; THENCE SOUTH, PARALLEL WITH THE WEST LINE OF EUCLID AVENUE, A DISTANCE OF 1246.20 FEET, MORE OR LESS, TO A POINT 14 FEET NORTH OF THE NORTH LINE OF VACATED 145TH STREET (66 FEET WIDE), WHICH NORTH LINE OF VACATED 145TH STREET LIES 33 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, THENCE EASTERLY, PARALLEL TO THE NORTH LINE OF VACATED 145TH STREET, A DISTANCE OF 170.06 FEET TO THE WEST LINE OF EUCLID AVENUE, THENCE NORTH ALONG THE WEST LINE OF EUCLID AVENUE (EAST LINE OF BLOCK "B"), A DISTANCE OF 1246.48 FEET MORE OR LESS TO THE PLACE OF BEGINNING, ALL IN THE CITY OF EAST CHICAGO, LAKE COUNTY, INDIANA.

PARCEL 2: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANTS OF EASEMENTS AND RIGHTS-OF-WAY DATED AUGUST 19, 1985 AND RECORDED SEPTEMBER 13, 1985 AS DOCUMENT NO. 820331 AND AS AMENDED BY AMENDMENT AGREEMENT DATED DECEMBER 13, 1985 AND RECORDED JANUARY 27, 1986 AS DOCUMENT NO. 830577, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, FOR THE PURPOSE OF RAILROAD INGRESS AND EGRESS ONLY (NOT FOR STORAGE), AND FOR THE USE, INSTALLATION, MAINTENANCE, REPLACEMENT AND REPAIR OF RAILROAD IMPROVEMENTS, ALL IN COMMON WITH OTHERS, OVER AND ACROSS THE LAND DESCRIBED AS FOLLOWS:

(TRACT EASEMENT "D")

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF EUCLID AVENUE (80 FEET WIDE) AND THE CENTER LINE OF VACATED 145TH STREET (SAID CENTER LINE BEING THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28); THENCE NORTH 99 DEGREES 32 MINUTES 34 SECONDS WEST ALONG SAID CENTERLINE, A DISTANCE OF 1340.87 FEET; THENCE NORTH 0 DEGREES 11 MINUTES 25 SECONDS WEST, A DISTANCE OF 258.76 FEET; THENCE NORTH 18 DEGREES 15 MINUTES 05 SECONDS EAST, A DISTANCE OF 131.06 FEET TO THE POINT OF BEGINNING OF TRACT EASEMENT "D", SAID POINT LYING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE INDIANA HARBOR BELT RAILROAD SWITCH YARD; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST WHICH CHORD BEARS SOUTH 9 DEGREES 25 MINUTES 07 SECONDS EAST, A CHORD DISTANCE OF 104.19 FEET; THENCE CONTINUING ALONG SAID CURVE A CHORD BEARING OF SOUTH 24 DEGREES 02 MINUTES 08 SECONDS EAST, A CHORD DISTANCE OF 98.51 FEET; THENCE CONTINUING ALONG SAID CURVE A CHORD BEARING OF SOUTH 38 DEGREES 36 MINUTES 18 SECONDS EAST, A CHORD DISTANCE OF 98.37 FEET; THENCE CONTINUING ALONG SAID CURVE A CHORD BEARING OF SOUTH 45 DEGREES 22 MINUTES 09 SECONDS EAST, A CHORD DISTANCE OF 98.99 FEET; THENCE CONTINUING ALONG SAID CURVE A CHORD BEARING OF SOUTH 47 DEGREES 11 MINUTES 06 SECONDS EAST, A CHORD DISTANCE OF 31.32 FEET TO A POINT OF FROG; THENCE CONTINUING ALONG SAID CURVE A CHORD BEARING OF SOUTH 47 DEGREES 59 MINUTES 58 SECONDS EAST, A

CHORD DISTANCE OF 61.29 FEET TO A POINT OF SWITCH; THENCE CONTINUING ALONG SAID CURVE A CHORD BEARING OF SOUTH 52 DEGREES 47 MINUTES 25 SECONDS EAST, A CHORD DISTANCE OF 19.54 FEET TO A POINT OF SWITCH (SAID POINT ALSO BEING HEREIN KNOWN AS POINT "E").

SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS SET FORTH IN SAID INSTRUMENTS.

PARCEL 3: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANTS OF EASEMENTS AND RIGHTS-OF-WAY DATED AUGUST 19, 1985 AND RECORDED SEPTEMBER 16, 1985 AND RECORDED AS DOCUMENT NO. 820331 AND AS AMENDED BY AMENDMENT AGREEMENT DATED DECEMBER 13, 1985 AND RECORDED JANUARY 27, 1986 AS DOCUMENT NO. 839577, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, FOR THE PURPOSE OF RAILROAD INGRESS AND EGRESS ONLY (NOT FOR STORAGE), AND FOR THE USE, INSTALLATION, MAINTENANCE, REPLACEMENT AND REPAIR OF RAILROAD IMPROVEMENTS, ALL IN COMMON WITH OTHERS, OVER AND ACROSS THE LAND DESCRIBED AS FOLLOWS:

(TRACK EASEMENT "E")

BEGINNING AT SAID POINT "E", THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST WHICH CHORD BEARS SOUTH 62 DEGREES 36 MINUTES 55 SECONDS EAST, A CHORD DISTANCE OF 77.01 FEET TO A POINT OF FROG; THENCE CONTINUING ALONG SAID CURVE A CHORD BEARING OF SOUTH 73 DEGREES 43 MINUTES 58 SECONDS EAST, A CHORD DISTANCE OF 44.41 FEET TO A POINT OF FROG; THENCE SOUTH 71 DEGREES 49 MINUTES 05 SECONDS EAST, A DISTANCE OF 69.53 FEET TO A POINT OF FROG; THENCE SOUTHEASTERLY ALONG A CURVE TO THE NORTHEAST A CHORD BEARING OF SOUTH 78 DEGREES 49 MINUTES 05 SECONDS EAST, A CHORD DISTANCE OF 46.15 FEET TO A POINT OF SWITCH; THENCE CONTINUING ALONG SAID CURVE A CHORD BEARING OF SOUTH 85 DEGREES 36 MINUTES 46 SECONDS EAST, A CHORD DISTANCE OF 24.93 FEET TO A POINT OF SWITCH; THENCE CONTINUING ALONG SAID CURVE A CHORD BEARING OF NORTH 86 DEGREES 51 MINUTES 25 SECONDS EAST, A CHORD DISTANCE OF 68.89 FEET TO A POINT OF FROG; THENCE NORTH 84 DEGREES 36 MINUTES 44 SECONDS EAST, A DISTANCE OF 12.25 FEET TO A POINT OF SWITCH (SAID POINT ALSO BEING HEREIN KNOWN AS POINT "F"); THENCE TO THE POINT OF BEGINNING OF TRACK EASEMENT "F"; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTH WHICH CHORD BEARS NORTH 84 DEGREES 27 MINUTES 37 SECONDS EAST, A CHORD DISTANCE OF 45.32 FEET TO A POINT OF FROG; THENCE CONTINUING ALONG SAID CURVE A CHORD BEARING OF NORTH 84 DEGREES 42 MINUTES 21 SECONDS EAST, A CHORD DISTANCE OF 9.07 FEET TO A POINT OF SWITCH (SAID POINT ALSO BEING HEREIN KNOWN AS POINT "H", THE POINT OF BEGINNING OF TRACK EASEMENT "H"); THENCE CONTINUING ALONG SAID CURVE A CHORD BEARING OF NORTH 89 DEGREES 26 MINUTES 13 SECONDS EAST, A CHORD DISTANCE OF 60.20 FEET TO A POINT OF FROG; THENCE SOUTH 98 DEGREES 51 MINUTES 05 SECONDS EAST, A DISTANCE OF 40.83 FEET TO A POINT OF SWITCH (SAID POINT ALSO BEING HEREIN KNOWN AS POINT "K", THE POINT OF BEGINNING OF TRACK EASEMENT "K"); THENCE SOUTH 88 DEGREES 29 MINUTES 24 SECONDS EAST, A DISTANCE OF 110.04 FEET TO A POINT OF SWITCH (SAID POINT ALSO BEING HEREIN KNOWN AS POINT "N", THE POINT OF BEGINNING OF TRACK EASEMENT "N"); THENCE SOUTH 88 DEGREES 24 MINUTES 49 SECONDS EAST, A DISTANCE OF 154.49 FEET TO A POINT OF SWITCH (SAID POINT ALSO BEING HEREIN KNOWN AS POINT "Q", THE POINT OF BEGINNING OF TRACK EASEMENT "Q"); THENCE SOUTH 98 DEGREES 34 MINUTES 06 SECONDS EAST, A DISTANCE OF 131.93 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST TO A POINT LYING ON THE WEST LINE OF EUCLID AVENUE (80 FEET WIDE) AND 107.47 FEET SOUTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28 AS MEASURED ALONG SAID WEST LINE OF EUCLID AVENUE.

SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS SET FORTH IN SAID INSTRUMENT.

PARCEL 4: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANTS OF EASEMENTS AND RIGHTS-OF-WAY DATED AUGUST 19, 1985 AND RECORDED SEPTEMBER 16, 1985 AS DOCUMENT NO. 820331 AND AS AMENDED BY AMENDMENT AGREEMENT DATED DECEMBER 13, 1985 AND RECORDED JANUARY 27, 1986 AS DOCUMENT NO. 838577, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, FOR THE PURPOSE OF RAILROAD INGRESS AND EGRESS ONLY (NOT FOR STORAGE), AND FOR THE USE, INSTALLATION, MAINTENANCE, REPLACEMENT AND REPAIR OF RAILROAD IMPROVEMENTS, ALL IN COMMON WITH OTHERS, OVER AND ACROSS THE LAND DESCRIBED AS FOLLOWS:

(TRACK EASEMENT "Q")

BEGINNING AT SAID POINT OF BEGINNING NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST WHICH CHORD BEARS NORTH 87 DEGREES 05 MINUTES 14 SECONDS EAST, A CHORD DISTANCE OF 61.83 FEET TO A POINT OF FROG; THENCE CONTINUING ALONG SAID CURVE A CHORD BEARING OF NORTH 78 DEGREES 25 MINUTES 44 SECONDS EAST, A CHORD DISTANCE OF 49.90 FEET, THENCE CONTINUING ALONG SAID CURVE A CHORD BEARING OF NORTH 63 DEGREES 59 MINUTES 50 SECONDS EAST, A CHORD DISTANCE OF 83.39 FEET; THENCE CONTINUING ALONG SAID CURVE A CHORD BEARING OF NORTH 52 DEGREES 36 MINUTES 18 SECONDS EAST, A CHORD DISTANCE OF 52.60 FEET (TO THE SOUTH LINE OF THE WAREHOUSE TRACT).

SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS SET FORTH IN SAID INSTRUMENT.

PARCEL 5: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANTS OF EASEMENTS AND RIGHT-OF-WAY DATED AUGUST 19, 1985 AND RECORDED SEPTEMBER 16, 1985 AS DOCUMENT NO. 820331 AND AS AMENDED BY AMENDMENT AGREEMENT DATED DECEMBER 13, 1985 AND RECORDED ON JANUARY 27, 1986 AS DOCUMENT NO. 838577, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, FOR THE PURPOSE OF A SANITARY SEWER, OVER AND ACROSS THE LAND DESCRIBED AS FOLLOWS:

A STRIP OF LAND 20 FEET IN WIDTH BEING SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN AND LYING WITHIN BLOCK "B" OF THE GENERAL AMERICAN TANK CAR CORPORATION SUBDIVISION, IN THE CITY OF EAST CHICAGO, INDIANA, AS SHOWN IN PLAT BOOK 16, PAGE 23, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, WHICH STRIP OF LAND LIES 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED PARCEL CENTERLINE: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF EUCLID AVENUE (80 FEET WIDE) AND THE NORTH LINE OF VACATED 145TH STREET (66 FEET WIDE), WHICH POINT LIES 33 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 88 DEGREES 32 MINUTES 34 SECONDS WEST, ALONG THE NORTH LINE OF SAID VACATED 145TH STREET AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 233.06 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF EUCLID AVENUE, A DISTANCE OF 14.00 FEET TO THE TRUE POINT OF BEGINNING OF SAID PARCEL CENTERLINE; THENCE NORTHERLY, A DISTANCE OF 236.1 FEET TO A POINT WHICH IS 213.0 FEET WEST OF THE WEST LINE OF EUCLID AVENUE; THENCE NORTH, PARALLEL WITH THE WEST LINE OF EUCLID AVENUE, A DISTANCE OF 350 FEET TO A POINT; THENCE EAST, A DISTANCE OF 43 FEET TO A POINT ON A LINE WHICH IS 170 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF EUCLID AVENUE AND WHICH POINT IS THE POINT OF TERMINATION OF SAID PARCEL CENTERLINE.

SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS SET FORTH IN SAID INSTRUMENT.

PARCEL 6); A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS RESERVED IN CORPORATE WARRANTY DEED DATED DECEMBER 17, 1985 AND RECORDED JANUARY 23, 1986 AS DOCUMENT NO. 838805, MADE BY GATX CORPORATION, A NEW YORK CORPORATION, TO LAKE COUNTY TRUST COMPANY, A CORPORATION OF INDIANA, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 2ND DAY OF JANUARY, 1985, AND KNOWN AS TRUST NO. 3470, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, FOR THE PURPOSE OF INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF A SEWER AND RELATED FACILITIES OVER, IN AND ACROSS THE LAND DESCRIBED AS FOLLOWS:

TWO PARCELS OF LAND, BOTH SITUATED PARTLY IN THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN THE CITY OF EAST CHICAGO, LAKE COUNTY, INDIANA, WHICH PARCELS ARE STRIPS OF LAND 20 FEET IN WIDTH LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINES:

Document is the property of the Lake County Recorder

NOT OFFICIAL

BEGINNING AT A POINT ON THE WEST LINE OF EUCLID AVENUE (80 FEET WIDE) WHICH POINT LIES 90.0 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 88 DEGREES 32 MINUTES 34 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER, 103.0 FEET; THENCE NORTH 22 DEGREES 49 MINUTES 51 SECONDS EAST, 64.41 FEET TO A POINT LYING 79.0 FEET WEST OF THE WEST LINE OF EUCLID AVENUE AND 30.0 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 0 DEGREES 00 MINUTES EAST, PARALLEL WITH WEST LINE OF EUCLID AVENUE, 44.0 FEET TO A POINT LYING 79.0 FEET WEST OF THE WEST LINE OF EUCLID AVENUE AND 14.0 FEET NORTH OF THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 28, WHICH POINT LIES ON THE SOUTH LINE OF 145TH STREET (33 FEET WIDE) AS RE-OPENED ON AUGUST 12, 1985 BY PLAT OF DEDICATION RECORDED DECEMBER 18, 1985 IN PLAT BOOK 60, PAGE 33, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, AND WHICH POINT IS THE TERMINATION OF SAID PARCEL CENTERLINE, AND ALSO; BEGINNING AT A POINT 103.0 FEET WEST OF THE WEST LINE OF EUCLID AVENUE (80 FEET WIDE) AND 90.0 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 88 DEGREES 32 MINUTES 34 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 155.0 FEET TO A POINT LYING 258.0 FEET WEST OF THE WEST LINE OF EUCLID AVENUE AND 90.0 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTHEASTERLY 105.0 FEET, MORE OR LESS TO A POINT LYING 235.0 FEET WEST OF THE WEST LINE OF EUCLID AVENUE AND 14.0 FEET NORTH OF THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 28, WHICH POINT LIES ON THE SOUTH LINE OF 145TH STREET (33 FEET WIDE) AS RE-OPENED ON AUGUST 12, 1985 BY PLAT OF DEDICATION RECORDED DECEMBER 18, 1985 IN PLAT BOOK 60, PAGE 33, IN THE RECORDER'S OFFICE IN LAKE COUNTY, INDIANA, AND WHICH POINT IS THE TERMINATION OF SAID PARCEL CENTERLINE.

SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS SET FORTH IN SAID INSTRUMENT.