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Doc#: 0432434111
Eugene "Gene" Moore Fee: \$38.00
Cook County Recorder of Deeds
Date: 11/19/2004 03:05 PM Pg: 1 of 8

ASSIGNMENT OF PURCHASE PRICE

THIS ASSIGNMENT OF PURCHASE PRICE (this "Assignment") is made this 8th day of November, 2004 by SHAMROCK ENTERPRISES, INC., an Illinois corporation, and MCGUE FAMILY III, L.L.C., an Illinois limited liability company (hereinafter collectively referred to as "Assignor") in favor of BANK OF AMERICA, N.A., a national banking association ("Assignee");

WITNESSETH: That

WHEREAS, of even date herewith, Assignor has executed and delivered to Assignee (i) that certain term Promissory Note dated of even date herewith made by Assignor payable to the order of Assignee, in the original principal amount of Six Million Three Hundred Thousand and No/100 Dollars (\$6,300,000.00) (the "Term Note"), and (ii) that certain development Promissory Note dated of even date herewith made by Assignor payable to the order of Assignee, in the original principal amount of Two Million Five Hundred Thousand and No/100 Dollars

This document will be filed in the appropriate records of Cook County, Illinois and affect the following sites:

<u>ADDRESS</u>	<u>COUNTY</u>
3300 W. 183rd St, Hazel Crest, IL	Cook
17505 S Halsted St., Homewood, IL	Cook
1043 E. Sibley Boulevard, Dolton, IL	Cook
4349 E 211th St., Matteson, IL	Cook
420 W 14th St., Chicago Heights, IL	Cook
3029 S Chicago Rd, South Chicago Heights, IL	Cook

c:\BankAmer\Shamrock\AssgnPP(Franchise Agt)clean.2

First American Title Order #

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(\$2,500,000.00)(the "Development Note")(the Term Note and the Development Note are hereinafter collectively called the "Assignor Note"), each of which having a maturity date of November 1, 2009; and

WHEREAS, the Note is governed and controlled by that certain Loan and Security Agreement dated of even date herewith by and between Assignor, the "Guarantors" defined therein, and Assignee (the "Loan Agreement"); and

WHEREAS, Assignor intends to utilize a portion of the funds advanced by Assignee under the Loan to refinance existing indebtedness secured by certain tracts of improved land located in Cook County, Illinois and described on Exhibit "A", attached hereto and by this reference made a part hereof (collectively the "Property"); and

WHEREAS, pursuant to the terms of those certain Franchise Agreements and Transfer Agreements (collectively the "Franchise Agreements") by and between Assignor, as franchisee (sometimes hereinafter referred to as "Franchisee") and KFC Corporation and Taco Bell Corp., each as franchisors (collectively, the "Franchisor") (collectively, the "Franchise Agreement"), Franchisor is given the option to purchase the Property upon the occurrence of certain conditions set forth in the Franchise Agreement all as provided in the Franchise Agreement; and

WHEREAS, because the rights of Franchisor under the Franchise Agreement shall not be subordinated to Assignee's lien created under Assignor Note, Assignee has requested and Assignor has agreed to execute and deliver this Assignment to Assignee as a condition precedent to Assignee closing the Loan pursuant to which Assignor shall, among other things, assign any and all of its rights, title and interest in and to any sums to be paid by Franchisor to Assignor under the Franchise Agreement to Assignee;

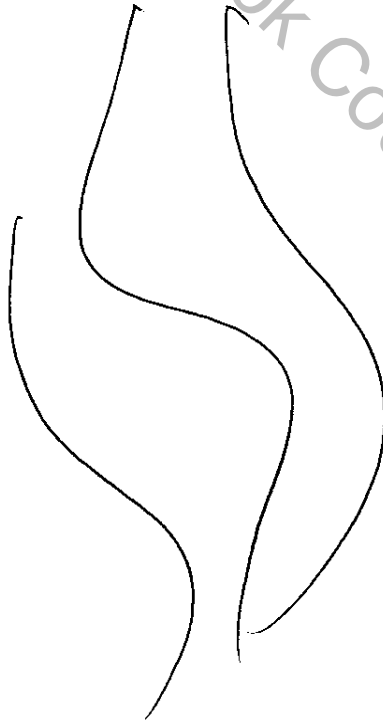
NOW THEREFORE, for and in consideration of the economic benefits to be derived by Assignor from the funding of the Loan by Assignee, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intending to be legally bound hereby, agree as follows:

1. DEFINITIONS. Capitalized terms used herein shall have the meanings ascribed to them in the Loan Agreement, unless otherwise defined herein.
2. ASSIGNMENT OF PURCHASE PRICE. Effective as of even date herewith, Assignor hereby transfers, assigns and sets over to Assignee all of Assignor's right, title and interest in and to any and all sums paid by Franchisor to Assignor pursuant to the terms of the Franchise Agreement, regardless of whether such sums are in cash, cashiers check or by wire transfer of immediately available funds, including, without limitation, any earnest money deposit

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paid and any and all funds paid as the purchase price. For the avoidance of doubt, "purchase price" shall mean and include, as the case may be, any and all sums paid by Franchisor on account of the Property and on account of all other verifiable costs and expenses, incurred and paid by Assignor relating to the planning, designing and constructing of the building and other improvements on the Property, including engineering and/or architectural fees, costs of permits, tap fees and impact fees. Notwithstanding the foregoing, this Assignment is for the purpose of securing the repayment of the Loan to Assignee, and upon the full repayment thereof of all principal, interest and other charges, this Assignment and all rights of Assignee hereunder shall cease and terminate.

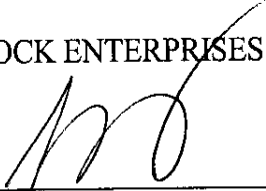
3. NO ASSUMPTION OF RESPONSIBILITY. Notwithstanding Assignee's receipt of the sums described in Section 2 hereof, Assignee shall not be responsible for, nor shall Assignee assume any liability, responsibility or obligation of Assignor under the Franchise Agreement.



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IN WITNESS WHEREOF, Assignor has executed this Assignment under seal and Assignor has delivered this Assignment to Assignee, all the day and year first written above.

SHAMROCK ENTERPRISES, INC.

By: 

Name: Stephen C. McGue

Title: President

[CORPORATE SEAL]

MCGUE FAMILY III, L.L.C.

By: 

Name: Stephen C. McGue

Title: Manager

[COMPANY SEAL]

This Instrument was prepared by and upon recording mail to:

Catherine P. Powell, Esquire
Tatum Levine & Powell, LLP
1199 Oxford Road, N.E.
Atlanta, Georgia 30306



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ACKNOWLEDGMENT

STATE OF ILLINOIS} SS.
COUNTY OF DUPAGE}

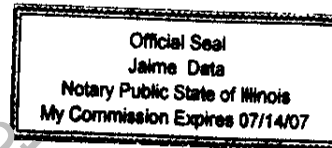
I, Jaime Data, a Notary Public, in and for and residing in said County and State, DO HEREBY CERTIFY that Stephen C. McGue, President of Shamrock Enterprises, Inc., an Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said company for the uses and purposes set forth therein.

Given under my hand and notarial seal this 8th day of November, 2004.

Jaime Data
Notary Public

My Commission Expires: 7/14/2007

[NOTARY SEAL]



STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS.

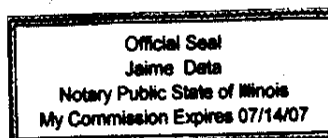
I, Jaime Data, a Notary Public, in and for and residing in said County and State, DO HEREBY CERTIFY that Stephen C. McGue, Member of McGue Family III, L.L.C., an Illinois limited liability company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said company for the uses and purposes set forth therein.

Given under my hand and notarial seal this 8th day of November, 2004.

Jaime Data
Notary Public

My Commission Expires: 7/14/2007

[NOTARY SEAL]



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EXHIBIT "A"

[Legal Descriptions of all 6 locations]

Property of Cook County Clerk's Office



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EXHIBIT A LEGAL DESCRIPTION

PARCEL 1: (Matteson)

LOT 7 (EXCEPT THE WEST 10 FEET) IN BLOCK 2 IN MATTESON FARMS, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EXCEPTING THEREFROM THE NORTHERLY 8.0 FEET THEREOF TAKEN BY THE STATE OF ILLINOIS PURSUANT TO COURT ORDER ENTERED IN 83L51174 AND THE NORTH 40 FEET OF THE WEST 100 FEET OF LOT 21 IN BLOCK 2 IN MATTESON FARMS, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: (S. Chicago)

LOTS 23 TO 28 BOTH INCLUSIVE IN BLOCK 3 IN KEENEY'S ADDITION TO CHICAGO HEIGHTS, A SUBDIVISION OF PART OF LOTS 1 AND 9 IN THE CIRCUIT COURT PARTITION OF THE NORTHEAST 1/4 OF SECTION 32 AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: (14th Street)

LOTS 7, 8, 9 AND 14, IN BLOCK 1, WEST END SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THE NORTHERLY 13 FEET OF LOTS 7, 8, 9 THEREOF TAKEN BY THE STATE OF ILLINOIS PURSUANT TO COURT ORDER ENTERED IN 84L52639.

PARCEL 4: (Sibley)

LOTS 1, 2, 3, 4, 5 AND 6 IN BLOCK 3 IN CALUMET TERRACE, A SUBDIVISION OF LOTS 2 TO 8, BOTH INCLUSIVE IN A SUBDIVISION OF THE NORTH 515.10 FEET OF THE WEST 340.89 FEET OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE EAST 1064.5 FEET OF THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE RAILROAD EXCEPTING THEREFROM THE WEST 75 FEET OF THE NORTH 290.4 FEET THEREOF.

PARCEL 5: (Hazelcrest)

LOT 3 IN CODEVCO RESUBDIVISION, BEING A RESUBDIVISION OF LOT 1 IN DOMINICK'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PARCEL 6: (Easement)

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 5, FOR THE PURPOSE OF INGRESS AND EGRESS AND FOR PARKING PURPOSES AS CONTAINED IN EASEMENT AND OPERATING AGREEMENT DATED OCTOBER 8, 1982 AND FILED OCTOBER 15, 1982 AS DOCUMENT LR

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3278436, UNDER, THROUGH AND ACROSS THE 'COMMON AREAS' AS THAT TERM IS DEFINED IN SAID INSTRUMENT OF THE FOLLOWING DESCRIBED LAND:

LOT 1 IN CODEVCO RESUBDIVISION BEING A RESUBDIVISION OF LOT 1 IN DOMINICK'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS REGISTERED WITH THE REGISTRAR OF TORRENS TITLES ON JUNE 10, 1982 AS DOCUMENT LR 3262521 IN COOK COUNTY, ILLINOIS.

PARCEL 6A: (Easement)

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 5 FOR THE PURPOSE OF INGRESS AND EGRESS AND FOR PARKING PURPOSES AS CONTAINED IN RECIPROCAL GRANT OF EASEMENTS AND AGREEMENT DATED NOVEMBER 2, 1981 AND RECORDED DECEMBER 18, 1981 AS DOCUMENT LR3244513 ACROSS THE COMMON AREAS AS DEFINED IN SAID INSTRUMENT.

PARCEL 7: (S. Halsted)

LOT 6 IN PARK PLACE PLAZA RESUBDIVISION, BEING A RESUBDIVISION OF THE PARK PLACE PLAZA, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 19, 1995 AS DOCUMENT NUMBER 95329596, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE MOST NORTHERLY NORTHWEST CORNER OF LOT 6 IN THE PARK PLACE PLAZA SUBDIVISION AFORESAID; THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 41 MINUTES 10 SECONDS EAST ALONG THE NORTH LINE OF LOT 6, A DISTANCE OF 48.87 FEET; THENCE SOUTH 63 DEGREES 41 MINUTES 11 SECONDS WEST, 55.78 FEET TO THE WEST LINE OF LOT 6; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE 22.12 FEET TO THE SOUTHERLY NORTHWEST CORNER OF LOT 6; THENCE NORTH 21 DEGREES 32 MINUTES 43 SECONDS EAST ALONG SAID WEST LINE, 3.09 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers:

28 35 402 012 0000
(affects Parcel 5)

29 11 307 011 0000
(affects Lot 1 in Parcel 4)

32 19 401 027 0000
(affects Lot 9 and part of
Lot 8 in Parcel 3)

29 11 307 006 0000
(affects Lot 6 in Parcel 4)

31 22 400 002 0000
(affects that part of Lot 7
falling in Parcel 1)

32 19 401 028 0000
(affects part of Lot 8 in
Parcel 3)

29 11 307 007 0000
(affects Lot 5 in Parcel 4)

31 22 400 031 0000
(affects that part of Lot 21
falling in Parcel 1)

32 32 205 042 0000
(affects Parcel 2)

29 11 307 008 0000
(affects Lot 4 in Parcel 4)

29 11 307 009 0000
(affects Lot 3 in Parcel 4)

32 19 401 008 0000
(affects Lot 7 of Parcel 3)

29 33 100 049 0000
(affects Parcel 7)

29 11 307 010 0000
(affects Lot 2 in Parcel 4)

32 19 401 018 0000
(affects Lot 14 in Parcel 3)