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Doc#: 0508017237
Eugene "Gene" Moore Fee: \$104.50
Cook County Recorder of Deeds
Date: 03/21/2005 03:16 PM Pg: 1 of 41

Claim Of Lien

TO: Recorder of Deeds
County of COOK
State of Illinois

AND TO ALL WHOM IT MAY CONCERN, NOTICE IS HEREBY GIVEN that the undersigned claims a lien in the sum of Two thousand seven hundred ninety-five and 62/100 DOLLARS (\$2,795.62) against that certain building or structure owned by Republic Bank of Chicago and North Star Trust Company, successor to Republic Bank of Chicago not personally but solely as Trustee under a certain trust agreement dated July 22, 1994 and known as trust number 1327. Grantee: Albert J. Weber and Josette Weber, not personally but as co-trustees, under provision of the Albert J. Weber trust No. 92EH58 and Midway Dodge Inc., IL, the owner, consisting of Midway Dodge Inc II, 4747 S. Pulaski Chicago IL, 60632 and situated upon the lot or tract of land particularly described as follows:

SEE ATTACH FOR LEGAL DESCRIPTION

In the County of Cook, State of Illinois:

That the undersigned contracted with the aforesaid owner on November 24, 2004 through December 15, 2004 for the improvement on the above described lot or tract of land under the terms of the following described contract:

SEE ATTACHED COPY OF INVOICES # 15938, 16357, & 16432, AND COPIES OF WORKORDERS. LABOR AND MATERIAL USED PER CUSTOMERS REQUEST.

That the undersigned has furnished the following described materials and or performed the following described labor beginning November 24, 2004 and ending December 15, 2004 to wit:

Air Comfort Corporation
2550 Braga Drive
Broadview IL, 60155
708-345-1900

S-Y
P-41
S-M
M-Y
M-I


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PAGE 2

This claim of lien is sent in compliance with the Law of the State of Illinois, and the sum above claimed is true and accurate after deducting all just credits and offsets.

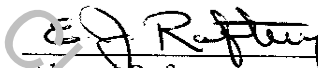
Dated this Eighth, day of March 2005

AIR COMFORT CORPORATION
2550 BRAGA DRIVE
BROADVIEW, ILLINOIS 60155

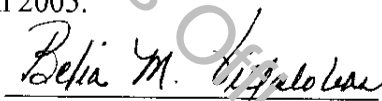

James P. Bartolotta
Executive Vice President

STATE OF ILLINOIS)
COUNTY OF COOK)

Edward Raftery being duly sworn, says: I am the Vice President of Construction claimant above named: I have heard the foregoing claim read and know the contents thereof, and believe the same to be just and true.


Edward Raftery
Vice President of Construction

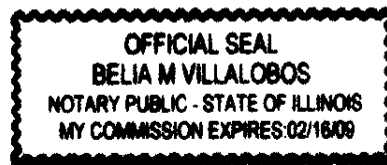
Subscribed and sworn to before me the Eighth day of March 2005.


Belia M. Villalobos
Notary Public

Notary Public in and for the State of Illinois, residing at 5728 South Talman, Chicago Illinois, 60629.

My commission expires February 16, 2009.

Air Comfort Corporation
2550 Braga Drive
Broadview IL. 60155
(708) 345-1900



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PRAIRIE TITLE

6821 WEST NORTH AVENUE, OAK PARK, IL 60302
PHONE NO. (708) 386-7900 FAX NO. (708) 386-7939

SEARCH NO: TS-0502-00414 SEARCH DATE: 02/10/05 PRICE: \$75.00

CLIENT: AIRCOMFORT CORP

ATTN: MICHELLE QUICK

ADDRESS OF PROPERTY: 4747 S. PULASKI, CHICAGO

PERMANENT TAX NUMBER: 19-11-100-019,20,021,022,023,024,025,026,044,045

OWNER: MIDWAY DODGE

COVERING RECORDS OF: 01/25/05

TRUSTEE'S DEED

GRANTOR: PINNACLE BANK AS TRUSTEE UNDER TRUST AGREEMENT
DATED THE 2ND DAY OF APRIL 1982 AND KNOWN AS TRUST NUMBER 7950
GRANTEE: REPUBLIC BANK OF CHICAGO AS TRUSTEE UNDER TRUST
AGREEMENT DATED JULY 22, 1994 AND KNOWN AS TRUST NUMBER 1327
DATED: 07/28/94
RECORDED: 08/19/94
DOCUMENT: 94737094

MORTGAGE:

MORTGAGOR: REPUBLIC BANK OF CHICAGO AS TRUSTEE UNDER TRUST
AGREEMENT DATED JULY 22, 1994 TRUST NUMBER 1327
GRANTEE: REPUBLIC BANK OF CHICAGO
AMOUNT: \$ 650,000.00
DATED: 08/03/94
RECORDED: 08/19/94
DOCUMENT: 94737096

ASSIGNMENT OF RENTS:

GRANTOR REPUBLIC BANK OF CHICAGO AS TRUSTEE UNDER TRUST
AGREEMENT DATED JULY 22, 1994 AND KNOWN AS TRUST NUMBER 1327
GRANTEE: REPUBLIC BANK OF CHICAGO

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DATED: 08/03/94
RECORDED: 08/19/94
DOCUMENT: 94737097

NON-DISTURBANCE, SUBORDINATION & ATTORNMENT AGREEMENT:

GRANTOR: REPUBLIC BANK OF CHICAGO AS TRSUTEE UNDER TRUST
AGREEMENT DATED JULY 22, 1994 AND KNOWN AS TRUST NO. 1327
GRANTEE: MIDWAY DODGE INC.

DATED: 08/03/94
RECORDED: 08/19/94
DOCUMENT: 94737098

OPTION FOR INDUSTRIAL BUILDING LEASE

LANDLORD FIRST NATIONAL BANK OF CICERO
TENANT MIDWAY DODGE INC.

DATED: 09/22/87
RECORDED: 12/11/87
DOCUMENT: 87655901

ASSIGNMENT OF LEASE:

GRANTOR: PINNACLE BANK AS SUCCESSOR TO FIRST NATIONAL BANK OF
CICERO

GRANTEE: REPUBLIC BANK AS TRSUTEE UNDER TRUST NO1327.

DATED: 08/04/94
RECORDED: 08/19/94
DOCUMENT: 94737100

SECOND MODIFICATION AND EXTENSION AGREEMENT:

GRANTOR: REPUBLIC BANK OF CHICAGO AS TRUSTEE UNDER TRUST
AGREEMENT DATED JULY 22, 1994 TRUST NUMBER 1327.

GRANTEE: ALBERT J. WEBER, INDIVIDUALLY, AND ALBER J WEBER AND
JOSETTE WEBER, NOT PERSONALLY BUT AS CO-TRUSTEES

MORTGAGE MODIFIED: 94737096

DATED: 06/18/99
RECORDED: 08/24/99
DOCUMENT: 99806578

MODIFICATION AND EXTENSION AGREEMENT:

GRANTOR: REPUBLIC BANK OF CHICAGO AS TRUSTEE UNDER TRUST
AGREEMENT DATED JULY 22, 1994 KNOWN AS TRUST NO 1327

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GRANTEE: AL J. WEBER INDIVIDUALLY AND ALBERT J. WEBER AND
JOSETTE WEBER NOT PERSONALLY BUT AS CO-TRUSTEES UNDER THE
PROVISION OF THE ALBERT J WEBER TRUST NO. 92EH58
DATED: 06/18/99
RECORDED: 08/24/99
DOCUMENT: 99806578

MODIFICATION AND EXTENSION AGREEMENT:

GRANTOR: REPUBLIC BANK OF CHICAGO TRUSTEE UNDER TRUST
AGREEMENT DATED JULY 22, 1994 AND KNOWN AS TRUST NO.1327
GRANTEE: AL J. WEBER INDIVIDUALLY, AND ALBERT J. WEBER AND
JOSETTE WEBER, NOT PERSONALLY BUT AS CO-TRUSTEES, UNDER PROVISION
OF THE ALBERT J. WEBER TRUST NO.92EH58
DATED: 12/21/01
RECORDED: 02/11/02
DOCUMENT: 0020169617

MODIFICATION AND EXTENSION AGREEMENT

GRANTOR: REPUBLIC BANK OF CHICAGO AS TRUSTEE UNDER TRUST
AGREEMENT DATED JULY 22, 1994 TRUST NO. 1327
GRANTEE: ALBERT J. WEBER AND JOSETTE WEBER, NOT PERSONALLY BUT
AS CO-TRUSTEE, UNDER THE PROVISION OF THE ALBERT J. WEBER TRUST
NO. 92EH58 AND MIDWAY DODGE INC. II
DATED: 07/29/03
RECORDED: 09/17/03
DOCUMENT: 0326017263

MODIFICATION AND EXTENSION AGREEMENT:

GRANTOR: REPUBLIC BANK OF CHICAGO AND NORTH STAR TRUST CO.
SUCCESSOR TO REPUBLIC BANK OF CHICAGO, NOT PERSONALLY, BUT
SOLELY AS TRUSTEE UNDER A CERTAIN TRUST AGREEMENT DATED JULY
22, 1994 AND KNOWN AS TRUST NUMBER 1327
GRANTEE: ALBERT J. WEBER AND JOSETTE WEBER, NOT PERSONALLY BUT
AS CO-TRUSTEES, UNDER THE PROVISION OF THE ALBERT J. WEBER TRUST
NO 92EH58 AND MIDWAY DODGE INC. II
DATED: 09/01/04
RECORDED: 09/17/04
DOCUMENT: 0426112015

MODIFICATION AND EXTENSION AGREEMENT:

GRANTOR: REPUBLIC BANK OF CHICAGO AND NORTH STAR TRUST CO.
SUCCESSOR TO REPUBLIC BANK OF CHICAGO NOT PERSONALLY BUT

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SOLEY AS TRUSTEE UNDER A CERTAIN TRUST AGREEMENT DATED JULY
22,1994 AND KNOWN AS TRUST NUMBER 1327
GRANTEE: ALBERT J. WEBER AND JOSETTE WEBER, NOT PERSONALLY BUT
AS CO-TRUSTEES, UNDER PROVISION OF THE ALBERT J. WEBER TRUST NO.
92EH58 AND MIDWAY DODGE INC, IL.
DATED: 07/29/04
RECORDED:08/19/04
DOCUMENT: 0423217364

Property of Cook County Clerk's Office

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NAME JUDGEMENT SEARCH

MIDWAY DODGE : NONE OF RECORD

TAX INFORMATION SEARCH

PERMANENT TAX NUMBER: 19-11-100-019

1997-2003 POSTED PAID

2004 TAXES

1ST INSTALLMENT: \$761.44 UNPAID DUE 03/01/05

PERMANENT TAX NUMBER: 19-11-100-020

1997-2003 POSTED PAID

2004 TAXES

1ST INSTALLMENT: \$ 763.99 UNPAID DUE 03/01/05

PERMANENT TAX NUMBER: 19-11-100-021

1997-2003 POSTED PAID

2004 TAXES

1ST INSTALLMENT: \$ 789.94 UNPAID DUE 03/01/05

PERMANENT TAX NUMBER: 19-11-100-022

1997-2003 POSTED PAID

2004 TAXES

1ST INSTALLMENT: \$745.62 UNPAID DUE 03/01/05

PERMANENT TAX NUMBER: 19-11-100-023

1997-2003 POSTED PAID

2004 TAXES

1ST INSTALLMENT: \$763.99 UNPAID DUE 03/01/05

PERMANENT TAX NUMBER: 19-11-100-024

1997-2003 POSTED PAID

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2004 TAXES

1ST INSTALLMENT: \$ 1,722.60 UNPAID DUE 03/01/05

PERMANENT TAX NUMBER: 19-11-100-025
1997-2003 POSTED PAID

2004 TAXES

1ST INSTALLMENT: \$ 3,358.32 UNPAID DUE 03/01/05

PERMANENT TAX NUMBER: 19-11-100-026
1997-2003 POSTED PAID

2004 TAXES

1ST INSTALLMENT: \$ 3,358.32 UNPAID DUE 03/01/05

PERMANENT TAX NUMBER: 19-11-100-044
1997-2003 POSTED PAID

2004 TAXES

1ST INSTALLMENT: \$1,738.97 UNPAID DUE 03/01/05

PERMANENT TAX NUMBER: 19-11-100-045
1997-2003 POSTED PAID

2004 TAXES

1ST INSTALLMENT: \$ 5,014.00 UNPAID DUE 03/01/05

LEGAL DESCRIPTION:

SEE ATTACHED DOC'S

Property of Cook County Clerk's Office

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THE SEARCH ABOVE IS FROM THE PUBLIC RECORDS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED. BY ACCEPTANCE OF THIS TRACT SEARCH, THE CLIENT AGREES THAT THE COMPANY ASSUMES NO LIABILITY FOR THE LOSS OR DAMAGE RESULTING FROM NEGLIGENCE OR MISCONDUCT BY THE COMPANY OR ITS EMPLOYEES. THIS IS NOT A TITLE INSURANCE POLICY, GUARANTEE OR OPINION OF TITLE AND SHOULD NOT BE RELIED UPON AS SUCH.

Property of Cook County Clerk's Office

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TRUSTEE'S DEED

CITY OF CHICAGO REAL ESTATE TRANSACTION TAX DEPT. OF REVENUE AUG 18 1994 999.00

94737094

COOK CO. NO. 016

THIS INSTRUMENT, made this 28th day of July, 1994, between PINNACLE BANK, an Illinois Banking Corporation, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said Bank in pursuance of a trust agreement dated the 2nd day of April, 1982, and known as Trust Number 7950, party of the first part, and REPUBLIC BANK OF CHICAGO, as Trustee under Trust Agreement, dated July 22, 1994, and known as Trust No. 1327

Address of Grantee(s): 6501 South Pulaski Road Chicago, Illinois 60629 This instrument was prepared by: J. FRANK DALY 6000 West Cermak Road Cicero, Illinois 60620

WITNESSETH, That said party of the first part, in consideration of the sum of TEN and NO/100 DOLLARS, and other good and valuable considerations in hand paid, does hereby convey and quitclaim unto said party of the second part, the following real estate situated in Cook County, Illinois, to-wit:

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF:

" THIS CONVEYANCE IS MADE PURSUANT TO DIRECTION AND WITH AUTHORITY TO CONVEY DIRECTLY TO THE TRUST GRANTEE NAMED HERETIN"

94737094

SUBJECT TO: Real Estate Tax for the year 1993 and subsequent years and to building lines, easements, covenants and conditions of record.

CITY OF CHICAGO REAL ESTATE TRANSACTION TAX DEPT. OF REVENUE AUG 18 1994 999.00

Commonly Known as: 4746 So. Pulaski Rd., 4724 So. Pulaski Rd., 4747 So. Pulaski Rd., Chicago, IL. 60632 Permanent Index Number: (See attached rider)

Together with the statements and appurtenances thereto belonging TO HAVE AND TO HOLD the same unto said parties of the second part and to the proper use, benefit and behoof hereof of said party of the second part

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed of deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any) of record in said county, direct or indirect, to secure the payment of money, and remaining undischarged at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused by corporate seal to be hereunto affixed, and has caused the same to be signed to this document by its Vice President and assisted by its Assistant Secretary, the day and year first above written Successor to First National Bank of Cicero PINNACLE BANK/as Trustee as aforesaid.

By: John W. Pindiak Vice President Nancy Jurdala Asst. Secretary

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY

that John W. Pindiak Vice President of PINNACLE BANK, and Nancy Jurdala Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged to me they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank, to said instrument in said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 2nd day of AUGUST, 1994 Carol Pratali Notary Public

STATE OF ILLINOIS COUNTY OF COOK

Notary Public in and for said County, in the State of Illinois My Commission Expires 1/31/97



STATE OF ILLINOIS REAL ESTATE TRANSFER TAX DEPT. OF REVENUE AUG 18 1994 997.00

REAL ESTATE TRANSACTION TAX DEPT. OF REVENUE AUG 18 1994 999.00

CITY OF CHICAGO REAL ESTATE TRANSACTION TAX DEPT. OF REVENUE AUG 18 1994 730.50

CITY OF CHICAGO REAL ESTATE TRANSACTION TAX DEPT. OF REVENUE AUG 18 1994 730.50

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DEELIVER

NAME STREET CITY INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 4747 So. Pulaski Rd. 4724 So. Pulaski Road 4746 So. Pulaski Road Chicago, Illinois 60632

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LEGAL DESCRIPTION: THIS RIDER ATTACHED HERETO AND PART A PART HEREOF

PARCEL I:

- LOT 19 (EXCEPT THAT PART THEREOF LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 11, HEREIN AFTER DESCRIBED);
 - LOT 20 (EXCEPT THAT PART THEREOF LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 11, HEREIN AFTER DESCRIBED);
 - LOT 21 (EXCEPT THAT PART THEREOF LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 11, HEREIN AFTER DESCRIBED);
 - LOT 22 (EXCEPT THAT PART THEREOF LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 11, HEREIN AFTER DESCRIBED);
 - LOT 23 (EXCEPT THAT PART THEREOF LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 11, HEREIN AFTER DESCRIBED);
 - LOT 24 (EXCEPT THAT PART THEREOF LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 11, HEREIN AFTER DESCRIBED);
 - LOT 25 (EXCEPT THAT PART THEREOF LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 11, HEREIN AFTER DESCRIBED);
 - LOT 26 (EXCEPT THAT PART THEREOF LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 11, HEREIN AFTER DESCRIBED);
 - LOT 27 (EXCEPT THAT PART THEREOF LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 11, HEREIN AFTER DESCRIBED);
 - THE NORTH 7-1/4 INCHES OF LOT 28 (EXCEPT THAT PART THEREOF LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 11, HEREIN AFTER DESCRIBED), ALSO LOT 28 (EXCEPT THE NORTH 7-1/4 INCHES THEREOF), and except that part thereof lying west of a line 50 ft east of and parallel with the west line of Sec 11 hereinafter described
- IN BLOCK 3 IN MURDOCK, JAMES AND COMPANY'S ARCHER ADDITION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.

ADDRESS: 4747 SOUTH PULASKI ROAD, CHICAGO, ILLINOIS 60632

PIN:	19-11-100-019 (19)	19-11-100-024 (24)
	19-11-100-020 (20)	19-11-100-025 (25)
	19-11-100-021 (21)	19-11-100-026 (26)
	19-11-100-022 (22)	19-11-100-044 (27)
	19-11-100-023 (23)	19-11-100-045 (28)

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PARCEL II:

LOT 10 (EXCEPT THAT PART OF SAID LOT LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 10), LOT 11 (EXCEPT THAT PART OF SAID LOT EAST OF A LINE DRAWN 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 10), LOT 12 (EXCEPT THAT PART OF SAID LOT LYING EAST OF A LINE DRAWN 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 10), LOT 13 (EXCEPT THAT PART OF SAID LOT LYING EAST OF A LINE DRAWN 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 10, IN BLOCK 1 IN WILLIAM A. BOND AND COMPANY'S ARCHER HOME ADDITION, BEING A RESUBDIVISION OF BLOCKS ONE TO SIXTEEN INCLUSIVE, IN WILLIAM A. BOND'S SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 4724 SOUTH PULASKI ROAD, CHICAGO, ILLINOIS 60632

PIN:	19-11-207-031 (10)	19-11-207-033 (12)
	19-11-207-032 (11)	19-11-207-034 (13)

PARCEL III:

LOT 19 (EXCEPT THAT PART LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 10), IN BLOCK 1 IN WILLIAM A. BOND AND COMPANY'S ARCHER HOME ADDITION, BEING A RESUBDIVISION OF BLOCKS ONE TO SIXTEEN INCLUSIVE, IN WILLIAM A. BOND'S SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 4744 SOUTH PULASKI ROAD, CHICAGO, ILLINOIS 60632

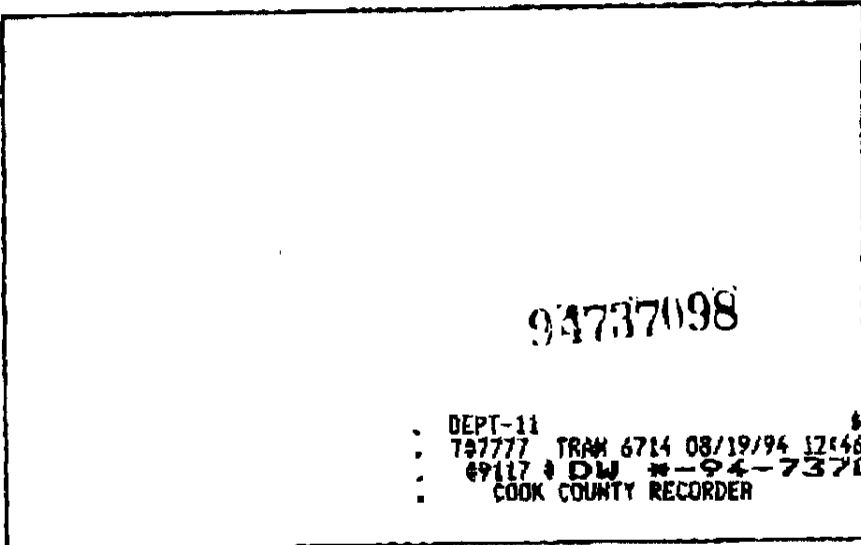
PIN: 19-11-207-040 (19)

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94737098

PREPARED BY:
JAMES B. CARROLL, ESQ.
2400 West 95th Street, Suite 501
Evergreen Park, Illinois 60842
(708) 422-3768

MAIL TO:
JOHN O'GARA, VICE PRESIDENT
REPUBLIC BANK OF CHICAGO
6501 S. PULASKI
CHICAGO, IL 60629



NON-DISTURBANCE, SUBORDINATION & ATTORNMENT AGREEMENT

THIS NON-DISTURBANCE, SUBORDINATION & ATTORNMENT AGREEMENT ("Agreement"), made this ___ day of August, 1994, is by, between and among REPUBLIC BANK OF CHICAGO, 6501 S. Pulaski Road, Chicago, Illinois 60629, as trustee under trust Agreement dated July 22, 1994, and known as Trust No. 1327 ("Lessor"), Midway Dodge II, Inc. ("Lessee") and REPUBLIC BANK OF CHICAGO, 6501 S. Pulaski Road, Chicago, Illinois 60629.

RECITALS:

- A. Lessor is the owner and holder of fee simple title in and to certain real property (the "Premises") situated in Cook County, Illinois and described in Exhibit "A" attached hereto and by this reference made a part hereof; and
- B. Lessor's predecessor in title to the Premises and Lessee entered into a certain lease dated 10/1/87 (the "Lease") demising the Premises (the "Leased Premises"); and
- C. Lessor's predecessor in title has assigned said Lease to Lessor and Lessee hereby acknowledges said Assignment; and
- D. Lessor has made, executed and delivered to Lender one certain Note (the "Note") secured by a Mortgage (the "Mortgage") of the Premises of even date with the Note, which Mortgage has been or will be filed for record in the Office of the Cook County Recorder ("Office") under document no. _____ prior or subsequent to the execution of this Agreement; and
- E. As additional consideration for the Note, Lessor has absolutely assigned to Lender the Lease by an Assignment of Rents ("Assignment") filed for record in the aforesaid Office subsequent to the execution of this Agreement, wherein the Lease was assigned by Lessor to Lender; and
- F. Lender requires, as a precondition to providing financing for the Premises, that Lessee subordinate to Lender

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Lessee's right, title and interest in the Leased Premises;

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Lessee, Lessor and Lender, intending to be legally bound hereby, covenant and agree as follows:

1. The Recitals above are incorporated herein as Paragraph 1 as if fully restated.
2. Provided Lessee is not in default in the payment of rent, taxes, utility charges or other sums payable by Lessee under the terms of the Lease or under any other provision of the Lease and Lessee is then in possession of the Leased Premises:
 - a). The right of possession of Lessee to the Leased Premises shall not be affected or disturbed by Lender in the exercise of any of its rights and remedies under the Note, the Mortgage or the Assignment; and
 - b). In the event Lender obtains title to the Leased Premises through foreclosure under the Mortgage or otherwise, Lessee agrees to continue occupancy of the Leased Premises under the same terms and conditions of the Lease and will attorn to the Lender, its successors or assigns, to the same extent and with the same force as if Lender were the Lessor under the Lease.
3. Lender shall be entitled, but not obligated, to exercise the claims, rights, powers, privileges, options and remedies of the Lessor under the Lease and shall be further entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by Lessor under the Lease as though Lender were named therein as the Lessor. Lender shall not, by virtue of the Assignment or this Agreement, be or become subject to any liability or obligation to Lessee under the Lease or otherwise, until Lender shall have obtained title to the Leased Premises, by foreclosure or otherwise, and then only to the extent of liabilities or obligations accruing subsequent to the date that Lender has obtained title to the Leased Premises.
4. Without Lender's prior written approval, Lessee shall not pay an installment of rent or any part thereof more than thirty (30) days prior to the due date of such installment. Unless so approved by Lender, Lender shall not be bound by and shall be entitled to recover from Lessee, as rent under the Lease, any payment of the rent or additional rent made by Lessee to or at the direction of Lessor for more than one month in advance or paid by an amendment or modification of the Lease.
5. After notice is given to Lessee by Lender pursuant to the Assignment, which notice will be given only if Lessor is in default under the terms of the Note and Mortgage aforesaid, that the sums due under the Lease should be paid to Lender, Lessee shall pay to Lender, or in accordance with the directions of Lender, all rentals and other monies due and to become due to Lessor under the Lease. Lessor hereby expressly authorizes Lessee to make such payments to Lender and hereby releases and discharges Lessee of, and from liability to Lessor on account of any such payments.
6. The Lease and Lessee's leasehold estate created thereby, including all rights and options to purchase the Leased Premises, shall be and are completely and unconditionally subject and subordinate to the lien of the Mortgage and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modification or replacements thereof.
7. This Agreement shall inure to the benefit of and shall be binding upon Lessee, Lessor and Lender, and

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their respective heirs, personal representatives, successors and assigns. In the event of any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. This Agreement shall be governed by and construed according to the laws of the State of Illinois.

8. Trustee's exculpation is incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

LESSEE: Midway Dodge II, Inc.

By: [Signature]
President

Attest: [Signature: Joette Weber]
Secretary

LESSOR: REPUBLIC BANK OF CHICAGO a/b/w/a dated 7/22/94 a/b/a
Trust No. 1327

By: [Signature: John P. Bellan]

Title: V.P. Trust Officer

Attest: [Signature: Gerald J. Van Dine]

Title: Assoc. Trust Officer

LENDER: REPUBLIC BANK OF CHICAGO

By: [Signature: John P. Bellan]

Title: V.P. Trust Officer

Attest: [Signature: Gerald J. Van Dine]

Title: Business Development Loan Officer

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EXHIBIT "A" TO NON-DISTURBANCE, SUBORDINATION & ATTORNMENT AGREEMENT

PARCEL 1:

THAT PART OF LOTS 3, 4, 10, 11, 12, 13 AND 19 LYING WEST OF A LINE DRAWN 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 10, HEREINAFTER DESCRIBED, ALL IN BLOCK 1 IN WILLIAM A. BOND AND COMPANY'S ARCHER HOME ADDITION, BEING A RESUBDIVISION OF BLOCKS 1 TO 16, INCLUSIVE, IN WILLIAM A. BOND'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 11, 12, 13, 14, 18, 19, 20, 21, 22, 23, 24, 25, 26, LOT 27 AND THE NORTH 7 1/4 INCHES OF LOT 28, AND LOT 28 (EXCEPT THE NORTH 7 1/4 INCHES THEREOF), (EXCEPT THAT PART OF SAID LOTS LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 11) IN BLOCK 3 IN JAMES MURDOCK AND COMPANY'S ARCHER AVENUE ADDITION, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N.'s:

- 19-10-207-024; AFFECTS LOT 3 OF PARCEL 1
- 19-10-207-025; AFFECTS LOT 4 OF PARCEL 1
- 19-10-207-031; AFFECTS LOT 10 OF PARCEL 1
- 19-10-207-032; AFFECTS LOT 11 OF PARCEL 1
- 19-10-207-033; AFFECTS LOT 12 OF PARCEL 1
- 19-10-207-034; AFFECTS LOT 13 OF PARCEL 1
- 19-10-207-040; AFFECTS LOT 19 OF PARCEL 1
- 19-11-100-011; AFFECTS LOT 11 OF PARCEL 2
- 19-11-100-012; AFFECTS LOT 12 OF PARCEL 2
- 19-11-100-013; AFFECTS LOT 13 OF PARCEL 2
- 19-11-100-014; AFFECTS LOT 14 OF PARCEL 2
- 19-11-100-018; AFFECTS LOT 18 OF PARCEL 2
- 19-11-100-019; AFFECTS LOT 19 OF PARCEL 2
- 19-11-100-020; AFFECTS LOT 20 OF PARCEL 2
- 19-11-100-021; AFFECTS LOT 21 OF PARCEL 2
- 19-11-100-022; AFFECTS LOT 22 OF PARCEL 2
- 19-11-100-023; AFFECTS LOT 23 OF PARCEL 2
- 19-11-100-024; AFFECTS LOT 24 OF PARCEL 2
- 19-11-100-025; AFFECTS LOT 25 OF PARCEL 2
- 19-11-100-026; AFFECTS LOT 26 OF PARCEL 2
- 19-11-100-044; AFFECTS LOT 27 AND THE NORTH 7/14 INCHES OF LOT 28 OF PARCEL 2
- 19-11-100-045; AFFECTS LOT 28 (EXCEPT THE NORTH 7/14 INCHES THEREOF) OF PARCEL 2

COMMONLY KNOWN AS: 4721, 4723, 4747 SOUTH PULASKI ROAD, CHICAGO, IL 60632

94727099

94727099

UNOFFICIAL COPY

OPTION
 87655901
 This OPTION is given and granted this 22nd day of September, 19 87 by First National Bank of Cicero ("Landlord"), and Midway Dodge, Inc. ("Tenant") to CHRYSLER REALTY CORPORATION, having an address of 5600 New King Street, Suite 350, Troy, MI 48098 ("Optionee").

\$ 31.00

WITNESSETH:

WHEREAS, by Lease Agreement dated the 22nd day of September, 19 87 ("Lease Agreement"), Landlord has demised unto Tenant certain real property commonly known as 4747-4759 S. Pulaski Rd., which real property is described on Exhibit "A", a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, Landlord and Tenant desire to grant to Optionee the exclusive option to accept an assignment of the Tenant's right, title and interest in the Lease Agreement, a copy of which Agreement is attached hereto as "Exhibit B" and incorporated herein by reference;

NOW, THEREFORE, in consideration of the sum of One Hundred Dollars (\$100.00) paid to the Landlord and Tenant by Optionee and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord and Tenant do hereby give and grant to Optionee the following rights and options upon the terms and conditions herein stated:

- The term of this Agreement shall be 10 years, being the term of the Lease Agreement.
- Optionee shall have the exclusive option, during the term of this Agreement, to accept an assignment of all of the Tenant's right, title and interest in the Lease Agreement, upon all of the terms and conditions set forth therein, should the existing Direct Dealer Sales Agreement dated 9/23/87 between Midway Dodge, Inc. and Chrysler Corporation terminate for any reason.
- Upon the occurrence of the event set forth in Paragraph 2 hereof, Optionee shall, within 60 days thereafter, notify Landlord and Tenant of its intent to accept the aforesaid assignment of the Lease Agreement.
- Should Optionee exercise its option, said assignment shall be effective as of the date of the exercise of option without the necessity of any further action by the parties hereto. However, all parties shall execute those instruments necessary to effect the assignment, consent and acceptance of assignment.
- Upon receipt by Tenant of notice of the exercise by Optionee of its option, Tenant shall immediately vacate the premises, comply with all of its obligations under the Lease Agreement and cure any defaults under the Lease Agreement.
- The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns. This Option may be recorded at the election of Optionee.

WITNESSED BY:

LANDLORD: FIRST NATIONAL BANK OF CICERO
ATTN: Trust No. 7950 dated 4/02/82

By: Glenn J. Richter
GLENN J. RICHTER
Its: VICE PRESIDENT

TENANT: MIDWAY DODGE, INC.
By: Richard A. Conco
Its: PRESIDENT

State of Illinois }
County of Cook } SS:

The foregoing Agreement was acknowledged before me this 22nd day of September 19 87 by Glenn J. Richter as Vice President of First National Bank of Cicero, Landlord herein.

My Commission expires: 10-25-90

Barbara M. Wood
Notary Public
 OFFICIAL SEAL
 Barbara McCord
 Notary Public, State of Illinois
 My Commission Expires 10/25/90

State of Illinois }
County of Cook } SS:

The foregoing Agreement was acknowledged before me this 22nd day of SEPTEMBER, 19 87 by Richard Conco as President of Midway Dodge Inc., Tenant herein.

My Commission expires: 09/25/88 S 9

Jacquelyn Helen Cowsky
Notary Public
 Jacquelyn Helen Cowsky

A - 960755

07655901

UNOFFICIAL COPY

PAGE 2

LANDLORD:
 NAME: First National Bank of Cicero, as Trustee
 ADDRESS: 6000 West Cermak Road
Cicero, IL 60650

TENANT:
 NAME: Midway Dodge, Inc.
 ADDRESS: 4747 South Pulaski Road
Chicago, IL 60632

Drafted By:

W. J. Hartman
 Chrysler Realty Corporation
 5600 New King Street, Suite 350
 Troy, MI 48098

876555901

COOK COUNTY CLERK'S
 FILED FOR RECORD
 1987 OCT 21 PM 1:41

876555901

This document is signed by the First National Bank of Cicero, not
 individually but only as Trustee and as such, the
 known as Trust No. 1234. Said Trust No. 1234
 made a part hereof and any claim, suit or
 result from the signing of this document shall be
 of any trust property which may be hereafter, and
 shall not be personally liable for the performance of a
 terms and conditions of this instrument for the validity of condt-
 tion of the title of said property or for any agreement with respect
 thereon. Any and all personal liability of the First National Bank of
 Cicero is hereby expressly waived by the parties herein and their
 respective heirs, assigns and agents.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

R&S 386000-101
WP:DTB 6-744 #5
(9/8/87)-11

RIDER B**TO INDUSTRIAL BUILDING LEASE 2/2**

ATTACHED TO AND MADE A PART OF LEASE DATED SEPT. 22, 1987

1. It is expressly acknowledged by the parties herein, that two separate leases, captioned "Industrial Building Lease 1 of 2" and "Industrial building Lease 2 of 2" have been entered into by the parties on this date. The two leases together, encompass all the real property owned and/or operated by BILL TOMCZAK DODGE, INC., an Illinois Corporation as of this date. The parties acknowledge that all rights and obligations under either lease requires proper performance under the other lease, so that breach of any provision of one lease will be considered a breach of both leases giving rise to all legal and/or enumerated remedies under both leases. Further, should Lessee exercise its rights of sublease under paragraph 3 et. al., or its option to renew under 8 of Rider B, or its option to purchase under paragraphs 9 and 10 of Rider B under either lease, it must likewise exercise the same option in the same manner under the other lease.

2. Notwithstanding anything herein contained to the contrary, in addition to the rent, maintenance expenses, water, sewer, gas and electric charges, the Lessee shall be responsible for paying the following:

A. All real estate taxes for the Premises for 1987 payable in 1988, prorated from the date of this Lease until the date of termination of this Lease or any renewal thereof and any special assessments levied against the Premises subsequent to the date of this Lease payable in full or in part during the term of this Lease or any renewals. Lessor expressly represents that it has no knowledge of any special assessments to be levied against the Premises as of the date of this Lease. Lessee has the right to contest any real estate tax levy and seek reduction in such tax at Lessee's expense. Lessor shall fully cooperate with Lessee by providing Lessee with such information as Lessee shall reasonably require.

B. The cost of fire and extended coverage insurance on the improvements on the leased Premises in an amount not less than the replacement cost of the improvements, and liability insurance insuring the Lessor and Lessee in an amount reasonably agreeable to the Lessor covering damages for personal injury and property damage.

1. Lessee shall deposit each policy of insurance or certificate therefore issued by the insurer with the Lessor.

2. Each such policy of insurance shall contain an agreement by the insurer thereunder that such policy shall not be cancelled without at least ten prior days written notice to Lessor.

3. Not less than 20 days prior to the expiration date of any such policy of insurance, the Lessee will furnish to Lessor new policies of

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RIDER B

Page 2

insurance or renewals thereof in substitution for such expiring policies, together with evidence of payment thereof.

C. The assessment for any Lease tax or similar tax which may be imposed by any local municipality on the Lease herein or on the collection of moneys thereon, regardless as to whether the municipality in question imposes obligation for payment thereof on the Lessor or Lessee.

3. If during the term, the Premises or any of the buildings and other improvements in which the Premises are located are totally or partially destroyed from any cause, rendering the Premises totally or partially inaccessible or unusable, the Lessor shall restore the Premises or the particular building or other improvements in which the Premises are located to substantially the same condition as the Premises were in immediately before destruction. If the restoration can be made under the existing laws and can be completed within one hundred twenty (120) working days after the date of the destruction; such destruction shall not terminate this Lease. Saturdays and Sundays shall not be considered as working days for the purpose of such restoration work for the purposes of this Agreement.

If in Lessor's opinion, the restoration cannot be made within the aforesaid 120 working day period, the Lessor shall, within fifteen (15) days of the date of such loss, notify the Lessee in writing of the inability to make restoration within the foregoing time period. The Lessee shall have 30 days from the date of receipt of such notice to notify the Lessor in writing that the Lessee elects to terminate the Lease on a date selected by the Lessee beginning with the date of destruction to and including a date thirty (30) days after the date of Lessee's notice to the Lessor. If the Lessee shall fail to terminate the Lease within the foregoing 30 day period, the Lessor shall, after the expiration thereof, immediately commence the restoration of the damaged or destroyed improvement, shall proceed with such restoration using due diligence and shall complete such restoration within a reasonable period of time and this Lease shall then remain in full force and effect. If the Lessor does not give the foregoing notice of inability to restore within 120 working days, the Lessor shall then be obligated to restore the damaged or destroyed improvements within such period.

In case of destruction to any improvements, there shall be an abatement or reduction of rent beginning with the date of destruction. If there is a destruction of either the body shop or the used car building, one-third of the monthly rental shall abate. In the event of destruction to both buildings, two-thirds of the rent hereunder shall abate. In the event less than all of either building shall be damaged or destroyed, rent shall abate thereafter in proportion to the unusable portion of that building, such proportionate rent abatement to be computed using the foregoing formula as it relates to such building.

4. In the event that the whole of the demised Premises shall at any time during the term of this Lease and any renewal or extension thereof be taken by any corporation

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UNOFFICIAL COPYRIDER B

PAGE 3

ninety (90) days after such award is made for the amount of damages to be paid, then each of the parties shall appoint a qualified and disinterested MAI appraiser not related to either of the parties by consanguinity or affinity, and who shall have knowledge and experience related to the value of business real estate, and notice of such selection by each party shall be given to the other on or before ten (10) days after their failure to agree within the ninety (90) day period, and the two so selected shall, on or before ten days after their appointment, appoint a third appraiser of like qualifications and non-interest, who shall act as chairman. Such appraisers shall then immediately proceed to appraise the then market value of said award and the proper division thereof and report the same in writing to the parties hereto within thirty (30) days after the appointment of the third appraiser. Such report, whether unanimous or by majority, shall be final and binding upon the parties hereto as to the proper division of said award.

In case only a part of the demised Premises shall be so taken or conveyed, the rights, duties and obligations of Lessor and Lessee shall be determined by agreement between them. If they cannot agree, then the rights shall be settled by three (3) appraisers to whom such determination shall be referred as indicated above and who shall have full power and authority to make any determination that they shall deem just and reasonable, taking into consideration the quantity and value of the land taken, the extent of the injury to be caused to the building restored, the period of the unexpired term of the Lease and all other facts and circumstances which the appraisers shall deem material, including all power and authority, among other things, as to any one or more of the following matters: That the whole or any part or none of the damages which may be awarded and/or paid for such taking shall be applied to the restoration of the buildings which may be upon the Premises at the time of the taking; that such damages shall be apportioned between Lessor and Lessee or be paid to either of them; that the whole or any part of the rent shall be abated from the time of the taking thenceforth or for any less time; that the Lease shall be otherwise modified or that the Lease shall terminate and direct specific performance of any one or more of the same or other matters which they shall determine to the end that all rights, duties and obligations of the parties shall be justly, equitably, fairly and finally determined upon all the facts and circumstances as they then exist. The appraisers shall be appointed in the same manner as set forth in the first paragraph of this Item 4 hereinabove.

Out of any amount awarded to Lessee there shall first be paid to the Lessor any and all money and amounts then due and owing by Lessee to Lessor under the terms and provisions of this Lease.

5. Neither Lessor, its agents and beneficiaries, nor Lessee, its agents, employees and invitees shall be liable to the other for any physical damage to, or loss of rents or profits from the Premises or its contents caused in whole or in part by the negligence of any of them to the extent of the insurance proceeds recovered by the injured party. All insurance policies delivered hereunder shall to the extent permitted by the insurance carrier contain a waiver of subrogation provision without affecting the insurer's obligations under the policy.

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UNOFFICIAL COPYRIDER B

PAGE 4

6. If the Lessee is not then in default in the performance of any terms, covenants and conditions of this Lease to be complied with by Lessee, then the Lessee is given the option to renew this Lease on the same terms (except for the rental amount) for two additional terms of five years each (each such renewal term herein referred to as a "Renewal Term"), the first commencing October 1, 1997, and the second commencing October 1, 2002, provided that the Lessee gives the Lessor written notice of the Lessee's intention to renew this Lease at least 90 days prior to the termination of the original term or the first Renewal Term as the case may be. Lessee's exercise of its option to renew for the first 5 year Renewal Term, does not obligate it to exercise its option for the second 5 year Renewal Term, however Lessee shall have no right to exercise an option for the second five Renewal Term if it has not so exercised its option for the first 5 year Renewal Term.

7. In the event the Lessee exercises its right to lease said Premises for an additional Renewal Term or Renewal Term as indicated in paragraph 6 above, then this Lease shall continue in full force and effect upon the same terms and conditions as are contained in this Lease, except that the monthly rental during the Renewal Term or Renewal terms shall be computed as follows:

A. The increase, if any, in the cost of living for the preceding 10 year period shall be computed using the Consumer Price Index-City of Chicago for Urban Wage Earners and Clerical Workers All Items, 1967=100, as published by the Bureau of Labor statistics. The index number for October 1987, as denominator, shall be divided into the August 1997, index number as the numerator. From the resulting quotient thereof, there shall be subtracted the integer 1, and any resulting positive number multiplied by 1/2 shall be deemed to be the percentage of increase in the cost of living.

The percentage of increase multiplied by \$90,000.00 and then added to \$90,000.00 will be the rent for each year of the first five year Renewal Term. The rent for each year of the second five year Renewal Term shall be determined in like manner, except that whereas the index number for October 1987 will remain as denominator for the purposes of division, the numerator to be used will be the index number for August 2002.

B. If publication of the applicable Consumer Price Index shall be discontinued, the parties hereto shall thereafter accept comparable statistics on the cost of living for the locality as shall be determined and published by any agency of the United States, or by a responsible financial periodical of recognized authority then to be selected by the parties hereto, or if agreement cannot be made, then by arbitration.

8. Until the termination of this Lease as a result of time or otherwise, the Premises shall not be sold to any party other than the Lessee unless the Lessee has first been given written notice of the proposed sale. The Lessor shall submit with such notice a signed copy of the offer from a bona fide third party offering to purchase the Premises and a signed copy of the acceptance of such offer

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94737100

ASSIGNMENT OF LEASE

94737100

On this August 4th, 1994, for value received, Pinnacle Bank, as Successor to First National Bank of Cicero, as Trustee under Trust No. 7950, Lessors under the Industrial Building Lease, dated September 22, 1987, for property commonly known as 4747-4759 South Pulaski Road, 4744 South Pulaski Road, 4724 South Pulaski Road, Chicago, Illinois, hereby transfers, assigns and sets over to Republic Bank, as Trustee under Trust No. 1327, all right, title and interest in and to the said lease and the rent thereby reserved except rent due and payable prior to August _____, 1994.

PINNACLE BANK, AS SUCCESSOR TRUSTEE AFORESAID, and not personally

BY: Nancy Fudala
Nancy Fudala, Land Trust Officer

94737100

DEPT-11 623.50
T87777 TRAM (784 08/19/94 12:46:00
49119 & DL # -94-737100
COOK COUNTY RECORDER

THIS DOCUMENT IS SIGNED BY PINNACLE BANK, NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE UNDER A CERTAIN TRUST AGREEMENT KNOWN AS TRUST NO. 7950. SAID TRUST AGREEMENT IS HEREBY MADE A PART HEREOF AND ANY CLAIMS AGAINST SAID TRUSTEE WHICH MAY RESULT FROM THE SIGNING OF THIS DOCUMENT SHALL BE MADE PAYABLE ONLY OUT OF ANY TRUST PROPERTY WHICH MAY BE HELD THEREUNDER AND SAID TRUSTEE SHALL NOT BE PERSONALLY LIABLE FOR THE PERFORMANCE OF ANY OF THE TERMS OR CONDITIONS OF THIS DOCUMENT OR FOR THE VALIDITY OR CONTINUATION OF THE TITLE OF SAID PROPERTY OR FOR ANY AGREEMENT WITH RESPECT THERETO. ANY AND ALL PERSONAL LIABILITY OF PINNACLE BANK IS HEREBY EXPRESSLY WAIVED BY THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

Office!
23

UNOFFICIAL COPY**CHICAGO TITLE INSURANCE COMPANY**

POLICY NO: 1410 007520679 OF
 ADDRESS: 4721, 4723, 4747 S. PULASKI ROAD
 CHICAGO ILLINOIS COUNTY: COOK
 POLICY NO: 19-11-100-011-0000

DESCRIPTION:

PARCEL 1:

THAT PART OF LOTS 3, 4, 10, 11, 12, 13 AND 19 LYING WEST OF A LINE DRAWN 50 FEET WEST OF
 PARALLEL WITH THE EAST LINE OF SECTION 10, HEREBINAFTER DESCRIBED, ALL IN BLOCK 1 IN WILLIAM
 A. BOND AND COMPANY'S ARCHER HOME ADDITION, BEING A RESUBDIVISION OF BLOCKS 1 TO 16,
 INCLUSIVE, IN WILLIAM A. BOND'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION
 10, TOWNSHIP 30 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
 ILLINOIS

PARCEL 2:

LOTS 11, 12, 13, 14, 18, 19, 20, 21, 22, 23, 24, 25, 26, LOT 27, AND THE NORTH 7 1/4 INCH
 OF LOT 28, ALSO LOT 28 (EXCEPT THE NORTH 7 1/4 INCHES THEREOF), (EXCEPT THAT PART OF SAID
 LOTS LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 11)
 BLOCK 3 IN JAMES MURDOCK AND COMPANY'S ARCHER AVENUE ADDITION, BEING A SUBDIVISION IN THE
 NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 30 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
 MERIDIAN, IN COOK COUNTY, ILLINOIS

TAX NOS. 19-10-207-024; 025; 031; 032; 033; 034; 040; /AND 19-11-100-011; 012;
 013; 014; 018; 019; 020; 021; 022; 023; 024; 025; 026 AND 19-11-100-044 AND
 19-11-100-045.

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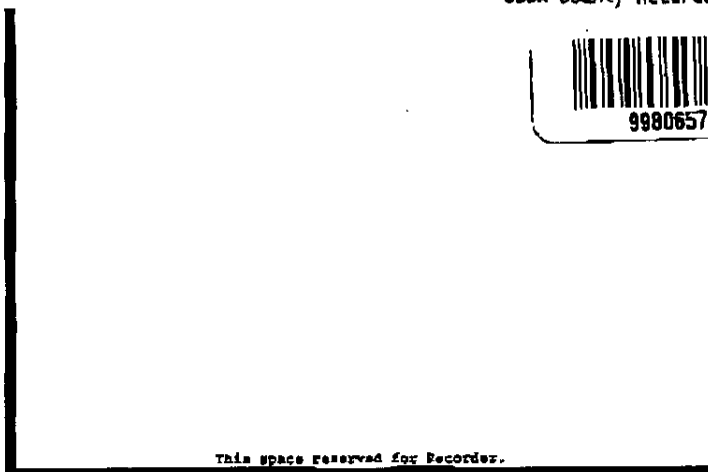
99806578

7264/0045 51 001 Page 1 of 8
1999-08-24 11:21:04
Cook County Recorder 35.50



THIS INSTRUMENT
PREPARED BY AND AFTER
RECORDING RETURN TO:

Ronald S. Bailis
General Counsel
Republic Bank of
Chicago
1510 75th Street
Darien, IL 60561



This space reserved for Recorder.



SECOND MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT is made as of June 18, 1999, between Republic Bank of Chicago, hereinafter called Bank, and Republic Bank of Chicago, not personally but as trustee under a certain trust agreement dated July 22, 1994 and known as trust number 1327, Albert J. Weber, individually, and Albert J. Weber and Josette Weber, not personally but as co-trustees, under the provisions of the Albert J. Weber Trust No. 92EH58 (referred to herein, and collectively if more than one, as the "Borrower").

WITNESSETH:

WHEREAS, the Borrower executed and/or is obligated under a Note (the "Note") payable to Bank dated August 3, 1994 in the original amount of \$650,00.00.

WHEREAS, such Note was secured in addition to other collateral by a Mortgage of same date on the real estate described in Exhibit A attached hereto (the "Premises") of which a copy was recorded in office of the Recorder of Deeds for Cook County, Illinois as Document No. 94737096, (all such loan and other collateral documents are referred to herein collectively as the other "Loan Documents").

WHEREAS, the Note and Mortgage were previously modified on March 1, 1996 pursuant to a Modification Agreement.

S.Y
P.O
N.
M-y
LMT

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Page 2 of 8

97 FEB 1 1999 10:13 AM OGDEN
PO: 12:11 62-80-9991
OFFICE (480) 460

WHEREAS, the outstanding balance on the Note as of the date hereof is \$539,635.59.

WHEREAS, the parties hereto wish to further modify the terms of said Note, as amended from time to time, as set forth herein.

NOW THEREFORE, in consideration of ONE DOLLAR, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Maturity Date of the Note is hereby extended to July 1, 2009.
2. The interest rate on the Note is hereby modified to be 7.375%.
3. The amortized installment payments are hereby modified to be \$4,324.98 based on an amortization term of 20 years and to commence on August 1, 1999.
4. The fee payable to the Bank upon the execution hereof for the granting of this Modification, which is fully earned upon the execution by the Bank hereof is \$5,420.00
5. The Bank will lend to Borrower in accordance herewith such sums as may be necessary to increase the outstanding balance of loan to \$542,000.00.
6. The other Loan Documents are hereby modified and amended to be consistent herewith and the Borrower acknowledges and certifies that the Bank has complied with all the terms and conditions required of it as set forth in such Loan Documents.
7. Except as set forth herein, the Note and the other Loan Documents shall remain unchanged and in full force and effect.

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1829/0061 48 001 Page 1 of 7
2002-02-11 09:33:26
Cook County Recorder 33.50



Prepared by and Mail to:
Commercial Loan Dept.
Republic Bank of Chicago
1510 75th Street
Darien, IL 60561

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 21st day of December, 2001 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Bank, and Republic Bank of Chicago, not personally, but as trustee under Trust Agreement dated July 22, 1994 and known as Trust No. 1327, Al J. Weber, individually, and Albert J. Weber and Josette Weber, not personally but as co-trustees, under the provision of the Albert J. Weber Trust No. 92EH58, the Owner of the property and/or the Obligor under the Note, and hereinafter both called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of that certain Note in the amount of \$650,000.00 dated August 5, 1994, secured either in whole or in part by a Mortgage and Assignment of Rents recorded as Document Nos. 94737096 and 94737097, respectively, covering the real estate described below:

SEE ATTACHED EXHIBIT A

WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgages as set forth herein;

NOW THEREFORE, in consideration of ONE DOLLAR (\$1.00), the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. As of the date hereof, the amount of the principal indebtedness is Five Hundred Two Thousand Seven and 81/100 Dollars (\$502,007.81).
2. That the Interest Rate of such Note is hereby modified from the existing Interest Rate of 7.375% to the new Interest Rate of 6.75% effective December 1, 2001.
3. The new monthly principal and interest payment will be \$4,096.95 effective January 1, 2002.
4. This agreement is subject to Second Party paying Bank a fee of \$1,000.00.

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P
B
M
Y
[Signature]

UNOFFICIAL COPY

0020169617

Page 2 of 7

5. The language of such Note is hereby modified to read as follows:

The Loan may be prepaid in full or in part on any interest installment date subject to a penalty of Five (5%) percent of any such prepayment made during the First (1st) year, Four (4%) percent of any such prepayment made during the Second (2nd) year, Three (3%) percent of any such prepayment made during the Third (3rd) year, Two (2%) percent of any such prepayment made during the Fourth (4th) year, and One (1%) percent of any such prepayment made during the Fifth (5th) year. Thereafter such prepayments may be made without cost or penalty.

Second Party warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Obligor and in all respects free from all defenses, setoffs and counterclaims both in law and equity, as is the lien of the Mortgage.

In all other respects, the Note hereinbefore described and all mortgages, documents and/or instruments securing the same shall remain unchanged and in full force and effect.

Notwithstanding the foregoing, Second Party expressly waives any defenses which it now has or may have or assert. Furthermore, in order to induce Bank to enter into this agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Second Party does hereby release, remise and forever discharge Bank of and from any and all setoffs, claims, counterclaims, demands, causes, causes of action, suits and/or judgments which it now has or may have against Bank including but not limited to matter arising out of the Note and/or any document, instrument or agreement securing the same or arising out of any banking relationship existing between the parties.

Property Clerk's Office

UNOFFICIAL COPY

Doc#: 0326017283
 Eugene "Gene" Moore Fee: \$34.50
 Cook County Recorder of Deeds
 Date: 08/17/2003 04:09 PM Pg: 1 of 6

Prepared by and Mail to:
 Commercial Loan Dept.
 Republic Bank of Chicago
 1510 75th Street
 Darien, IL 60561

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 29th day of July, 2003 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Bank, and REPUBLIC BANK OF CHICAGO, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER A CERTAIN TRUST AGREEMENT DATED JULY 22, 1994 AND KNOWN AS TRUST NUMBER 1327, ALBERT J. WEBER AND JOSETTE WEBER, NOT PERSONALLY BUT AS CO-TRUSTEES, UNDER THE PROVISION OF THE ALBERT J. WEBER TRUST NO. 92EH58, AND MIDWAY DODGE INC. II, the Owner of the property and/or the Obligor under the Note, and hereinafter both called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of that certain Note in the amount of \$300,000.00 dated June 25, 2002, secured either in whole or in part by a 2nd Mortgage And Assignment of Rents recorded as Document Nos. 94737096 and 94737097, respectively, covering the real estate described below:

SEE ATTACHED EXHIBIT "A"

WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgages as set forth herein;

NOW THEREFORE, in consideration of ONE DOLLAR (\$1.00), the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. As of the date hereof, the amount of the principal indebtedness is Three Hundred Thousand and No/100 Dollars (\$300,000.00).
2. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from July 9, 2003 to July 9, 2004.
3. Commencing August 9, 2003, the fixed principal payment of \$3,500.00 plus accrued interest shall be due and payable on the 9th day of each month thereafter with a final payment of all unpaid principal and interest due at maturity.

S-4
 S-7
 P.6
 my

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032007263 Page 2 of 6

4. The Note and Mortgages shall be modified so as to delete the revolving credit feature contained therein. It is expressly understood that no additional funds shall be advanced under this loan.

Second Party warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Obligor and in all respects free from all defenses, setoffs and counterclaims both in law and equity, as is the lien of the Mortgage.

In all other respects, the Note hereinbefore described and all mortgages, documents and/or instruments securing the same shall remain unchanged and in full force and effect.

Notwithstanding the foregoing, Second Party expressly waives any defenses which it now has or may have or assert. Furthermore, in order to induce Bank to enter into this agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Second Party does hereby release, remise and forever discharge Bank of and from any and all setoffs, claims, counterclaims, demands, causes, causes of action, suits and/or judgments which it now has or may have against Bank including but not limited to matter arising out of the Note and/or any document, instrument or agreement securing the same or arising out of any banking relationship existing between the parties.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MAIL TO 3

Prepared by and Mail to:
Commercial Loan Dept.
Republic Bank of Chicago
1510 75th Street
Darien, IL 60561



Doc#: 0426112015
Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 09/17/2004 10:27 AM Pg: 1 of 6

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 1st day of September, 2004 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Bank, and NORTH STAR TRUST CO. SUCCESSOR TO REPUBLIC BANK OF CHICAGO, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER A CERTAIN TRUST AGREEMENT DATED JULY 22, 1994 AND KNOWN AS TRUST NUMBER 1327, ALBERT J. WEBER AND JOSETTE WEBER, NOT PERSONALLY BUT AS CO-TRUSTEES, UNDER THE PROVISION OF THE ALBERT J. WEBER TRUST NO. 92EH58, AND MIDWAY DODGE INC. II, the Owner of the property and/or the Obligor under the Note, and hereinafter both called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of that certain Note in the amount of \$300,000.00 dated June 25, 2002, secured either in whole or in part by a 2nd Mortgage And Assignment of Rents recorded as Document Nos. 94737096 and 94737097, respectively, covering the real estate described below:

SEE ATTACHED EXHIBIT "A"

WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgages as set forth herein;

NOW THEREFORE, in consideration of ONE DOLLAR (\$1.00), the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. As of the date hereof, the amount of the principal indebtedness is Two Hundred Thirteen Thousand Nine Hundred Fifty Nine and 52/100 Dollars (\$213,959.52).
2. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from September 9, 2004 to September 9, 2005.
3. This agreement is subject to Second Party paying Bank a documentation fee of \$250.00.

Syes
D b
S mo
m yes
L

UNOFFICIAL COPY

Second Party warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Obligor and in all respects free from all defenses, setoffs and counterclaims both in law and equity, as is the lien of the Mortgage.

In all other respects, the Note hereinbefore described and all mortgages, documents and/or instruments securing the same shall remain unchanged and in full force and effect.

Notwithstanding the foregoing, Second Party expressly waives any defenses which it now has or may have or assert. Furthermore, in order to induce Bank to enter into this agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Second Party does hereby release, remise and forever discharge Bank of and from any and all setoffs, claims, counterclaims, demands, causes, causes of action, suits and/or judgments which it now has or may have against Bank including but not limited to matter arising out of the Note and/or any document, instrument or agreement securing the same or arising out of any banking relationship existing between the parties.

UNOFFICIAL COPY

Doc#: 0423217384
 Eugene "Gene" Moore Fee: \$34.50
 Cook County Recorder of Deeds
 Date: 08/19/2004 01:57 PM Pg: 1 of 8

Prepared by and Mail to:
 Commercial Loan Dept.
 Republic Bank of Chicago
 1510 75th Street
 Darien, IL 60561

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 29th day of July, 2004 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Bank, and NORTH STAR TRUST CO. SUCCESSOR TO REPUBLIC BANK OF CHICAGO, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER A CERTAIN TRUST AGREEMENT DATED JULY 22, 1994 AND KNOWN AS TRUST NUMBER 1327, ALBERT J. WEBER AND JOSETTE WEBER, NOT PERSONALLY BUT AS CO-TRUSTEES, UNDER THE PROVISION OF THE ALBERT J. WEBER TRUST NO. 92EH58, AND MIDWAY DODGE INC. II, the Owner of the property and/or the Obligor under the Note, and hereinafter both called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of that certain Note in the amount of \$300,000.00 dated June 25, 2002, secured either in whole or in part by a 2nd Mortgage And Assignment of Rents recorded as Document Nos. 94737096 and 94737097, respectively, covering the real estate described below:

SEE ATTACHED EXHIBIT "A"

WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgages as set forth herein;

NOW THEREFORE, in consideration of ONE DOLLAR (\$1.00), the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. As of the date hereof, the amount of the principal indebtedness is Two Hundred Forty Four Thousand and No/100 Dollars (\$244,000.00).
2. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from July 9, 2004 to September 9, 2004.
3. This agreement is subject to Second Party paying Bank a documentation fee of \$250.00.

S-Y
 P-2
 S-Y
 M-Y
 H-Y

UNOFFICIAL COPY

EXHIBIT "A"

PARCEL 1:

THAT PART OF LOTS 3, 4, 10, 11, 12, 13 AND 19 LYING WEST OF A LINE DRAWN 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 10, HEREINAFTER DESCRIBED, ALL IN BLOCK 1 IN WILLIAM A. BOND AND COMPANY'S ARCHER HOME ADDITION, BEING A RESUBDIVISION OF BLOCKS 1 TO 16, INCLUSIVE, IN WILLIAM A BOND'S SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 11, 12, 13, 14, 18, 19, 20, 21, 22, 23, 24, 25, 26, LOT 27 AND THE NORTH 7 ¼ INCHES OF LOT 28, AND LOT 28 (EXCEPT THE NORTH 7 ¼ INCHES THEREOF), (EXCEPT THAT PART OF SAID LOTS LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 11) IN BLOCK 3 IN JAMES MURDOCK AND COMPANY'S ARCHER AVENUE ADDITION, BEING A SUBDIVISION IN THE NORTHWEST ¼ OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N.'S: 19-10-207-024; AFFECTS LOT 3 OF PARCEL 1
 19-10-207-025; AFFECTS LOT 4 OF PARCEL 1
 19-10-207-031; AFFECTS LOT 10 OF PARCEL 1
 19-10-207-032; AFFECTS LOT 11 OF PARCEL 1
 19-10-207-033; AFFECTS LOT 12 OF PARCEL 1
 19-10-207-034; AFFECTS LOT 13 OF PARCEL 1
 19-10-207-040; AFFECTS LOT 19 OF PARCEL 1
 19-11-100-011; AFFECTS LOT 11 OF PARCEL 2
 19-11-100-012; AFFECTS LOT 12 OF PARCEL 2
 19-11-100-013; AFFECTS LOT 13 OF PARCEL 2
 19-11-100-014; AFFECTS LOT 14 OF PARCEL 2
 19-11-100-018; AFFECTS LOT 18 OF PARCEL 2
 19-11-100-019; AFFECTS LOT 19 OF PARCEL 2
 19-11-100-020; AFFECTS LOT 20 OF PARCEL 2
 19-11-100-021; AFFECTS LOT 21 OF PARCEL 2
 19-11-100-022; AFFECTS LOT 22 OF PARCEL 2
 19-11-100-023; AFFECTS LOT 23 OF PARCEL 2
 19-11-100-024; AFFECTS LOT 24 OF PARCEL 2
 19-11-100-025; AFFECTS LOT 25 OF PARCEL 2
 19-11-100-026; AFFECTS LOT 26 OF PARCEL 2
 19-11-100-044; AFFECTS LOT 27 AND THE NORTH 7/14 INCHES OF LOT 28 OF PARCEL 2
 19-11-100-045; AFFECTS LOT (EXCEPT THE NORTH 7/14 INCHES THEREOF) OF PARCEL 2

COMMONLY KNOWN AS: 4721, 4723, 4747 SOUTH PULASKI ROAD, CHICAGO, IL 60632

2550 BRAGA DRIVE
 BROADVIEW, IL 60155
 (708) 345-1900
 FAX (708) 345-2730 -

UNOFFICIAL COPY SERVICE INVOICE

PLEASE REMIT TO:
 AIR COMFORT CORPORATION
 2550 BRAGA DRIVE
 BROADVIEW, IL 60155

Date: 12/8/2004

INVOICE No.: 16357

Bill to: Midway Dodge
 4747 S. Pulaski Rd.
 Chicago, IL 60632

Service at: Midway Dodge
 4747 S. Pulaski Rd.
 Chicago, IL 60632

MIDWAYDODGE

Call Date: 11/22/2004

Customer ID: 1996

Reference: Work Order 19873

Terms: Upon Receipt

PO Number:

Item	Description	Quantity	Unit Price	Amount
Labor				
			Labor	784.00
Miscellaneous				
	Trip Charge	1.00	40.00	40.00
			Miscellaneous	40.00
Parts				
			Parts	732.04

Heat exchanger OK - needed to clean unit and replace draft inducer motor - mb
 ****Patty - bill \$98.00 / \$40.00 trip per EMG****

Subtotal:	1,556.04
Payments:	0.00
Total Due:	1,556.04

Trane referred - Rooftop unit may have a bad heat exchanger. See
 Mario Weber onsite - cell 312-213-3333 - jb
 ****Patty - bill \$98.00 / \$40.00 trip per EMG****



AIR COMFORT

2550 BRAGA DRIVE
BROADVIEW, IL 60155
(708) 345-1900
FAX (708) 345-2730

EMAIL ADDRESS: sales@aircomfort.com

SERVICE REPORT NO. 40367

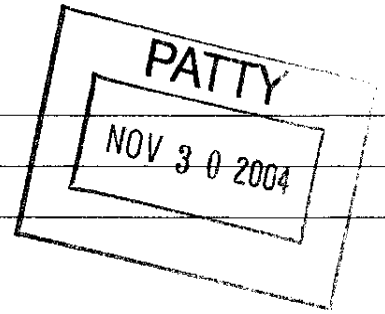
W.O. #: 19873

AFTER 5:00 PM
EMERGENCY CALLS
(773) 342-3472 ILLINOIS

PLACE WORK ORDER

Midway Dodge
4747 S. Pulaski Rd.
Chicago IL

B I T
L O L



CUSTOMER PURCHASE ORDER NO. _____

EQUIPMENT IDENTIFICATION

MAKE	UNIT I.D. / MODEL / LOCATION	SERIAL	COMMENTS
1 TRANE	YCD150C3H0CA	2201033870	RTU
2	3) 16.20.2 3) 20.20.2		show Room
3	1) 18X58, belt-		
4			

COMPLAINT:
REASON FOR SERVICE CALL

NO HEAT - Strong Smell.

Disassembled burner found plugged screen, cleaned up. While burner plate was off I inspected tank part of heat exchanger, I found no cracks.

Reassembled burner plate. Found bad inducer, ply part @ Supplier return + replaced inducer. NOW I found positive adj on neg. gas valve outlet pres. adj to factory recommened -0.2w.c. I went further by removing the fur side of RTU to be able to inspect tube part of H-X and it looks good. P.V filters @ Supplier returned + changed filters. Operation good at this time. flame rectifier voltage within range 2-4

RECOMMENDATIONS:

REFRIGERANT USAGE:	REFRIGERANT TYPE R-	AMOUNT RECOVERED #	AMOUNT REUSED #	NEW ADDED #	TOTAL CIRCUIT #	RETURNED FOR RECLAIM #	% ADDED
							DL

PART NUMBER	COMMENTS / REC. # / P.O. #	CHK OUT	CAN. STK.	RETURNED GOOD	DEF.	QTY. USED	PRICE
16.20.2	Reated airfilters part#1275B inducer Kit part#127501					3	
20.20.2						3	
KIT 2590						1	

PLEASE NOTE:

WE WILL EXTEND MFGS. WARRANTY ON PARTS AND 30 DAYS WARRANTY ON OUR LABOR ON SAME REPAIR. WARRANTIES VALID ONLY UPON PRESENTATION OF THIS INVOICE.

TYPE

CODE

DATE REG O.T. D.T

11.23.04 8 /

WORK IDENTIFICATION

- no Heat
- CONSTRUCTION START UP
 - REPAIR
 - POSSIBLE WARRANTY
 - INSPECTION
 - SURVEY
 - SUPERVISION
 - COMPLETE
 - INCOMPLETE

TOTAL PARTS

TOTAL LABOR

TRIP RECOVERY PARKING

TOTAL INVOICE

I hereby acknowledge the satisfactory completion of the above described work.

(CUSTOMER'S SIGNATURE)
Carlos Villanueva
(TECHNICIAN'S SIGNATURE)

2550 BRAGA DRIVE
BROADVIEW, IL 60155
(708) 345-1900
FAX (708) 345-2730

UNOFFICIAL COPY SERVICE INVOICE

Date: 11/30/2004

INVOICE No.: 15938

Bill to: Midway Dodge
4747 S. Pulaski Rd.
Chicago, IL 60632

PLEASE REMIT TO:
AIR COMFORT CORPORATION
2550 BRAGA DRIVE
BROADVIEW, IL 60155

Service at: Midway Dodge
4747 S. Pulaski Rd.
Chicago, IL 60632

Customer ID: 1996

Terms: Upon Receipt

MIDWAYDODGE

Call Date: 11/29/2004

Reference: Work Order 19941
PO Number:

Item	Description	Quantity	Unit Price	Amount
Labor			Labor	392.00
Miscellaneous	Trip Charge	1.00	75.00	40.00
			Miscellaneous	40.00

Note: no gas leak found - cause may be from auto Service shop adjacent to office - mb
Patty please bill \$98/hour plus \$40 tuck charge per Ellen

Trane rooftop unit may be leaking gas - Carlos Villanueva replaced draft inducer motor last week **see note** mb

Subtotal:	432.00
Payments:	0.00
Total Due:	432.00



AIR COMFORT

2550 BRAGA DRIVE
 BROADVIEW, IL 60155
 (708) 345-1900
 FAX (708) 345-2730

EMAIL ADDRESS: sales@aircomfort.com

SERVICE REPORT NO.

32478

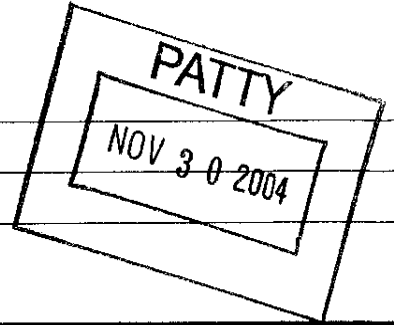
W.O. #: 19941

AFTER 5:00 PM
 EMERGENCY CALLS
 (773) 342-3472 ILLINOIS

PLACE WORK

Midway Dodge
 4747 S. Pulaski
 Chicago

B I L L



CUSTOMER PURCHASE ORDER NO.

EQUIPMENT IDENTIFICATION

MAKE	UNIT I.D. / MODEL / LOCATION	SERIAL	COMMENTS
1 Trane	YC D150C3 HOCA	Z201033870	
2			
3			
4			

COMPLAINT:

REASON FOR SERVICE CALL

Passable natural gas smell coming from RTU. Canos was out last week, changed combustion motor. Unit off when I arrived. Turned back on, checked space with natural gas detector. Found no sign of gas, people in office said they smelled it while I was here, gas detector did not pick any thing up. There is a smell but as far as I can tell its not natural gas. Checked RTU, pulled covers unit lights fine, heat exchanger in good condition NO cracks or holes, combustion free flowing and not going to outside Dampers. NO units close to unit to give smell to outside Dampers.

RECOMMENDATIONS:

REFRIGERANT USAGE:	REFRIGERANT TYPE R-	AMOUNT RECOVERED #	AMOUNT REUSED #	NEW ADDED #	TOTAL CIRCUIT #	RETURNED FOR RECLAIM #	% ADDED

PART NUMBER	COMMENTS / REC. # / P.O. #	CHK OUT	CAP. RETURNED	QTY. USED	PRICE

PLEASE NOTE:

WE WILL EXTEND MFGS. WARRANTY ON PARTS AND 30 DAYS WARRANTY ON OUR LABOR ON SAME REPAIR. WARRANTIES VALID ONLY UPON PRESENTATION OF THIS INVOICE.

TYPE

CODE

DATE REG O.T. D.T

11/29/04 2

WORK IDENTIFICATION

- CONSTRUCTION START UP
- REPAIR
- POSSIBLE WARRANTY
- INSPECTION
- SURVEY
- SUPERVISION
- COMPLETE
- INCOMPLETE

TOTAL PARTS

TOTAL LABOR

TRIP RECOVERY PARKING

TOTAL INVOICE

[Signature]
 (CUSTOMER'S SIGNATURE)

I hereby acknowledge the satisfactory completion of the above described work.

357 *[Signature]*
 (TECHNICIAN'S SIGNATURE)

ASK OUR TECHNICIAN ABOUT OUR PREVENTIVE MAINTENANCE PROGRAM

OFFICE



AIR COMFORT

2550 BRAGA DRIVE
BROOKVIEW, IL 60155
(708) 345-1900
FAX (708) 345-2730

EMAIL ADDRESS: sales@aircomfort.com

SERVICE REPORT NO.

40371

W.O. #:

~~11111~~

AFTER 5:00 PM
EMERGENCY CALLS
(773) 342-3472 ILLINOIS

PLACE WORK ORDER

Midway Dodge

4747 S. pulaski Rd.

Chicago IL

B I L L

CUSTOMER PURCHASE ORDER NO. _____

EQUIPMENT IDENTIFICATION

MAKE	UNIT I.D. / MODEL / LOCATION	SERIAL	COMMENTS
1 TRANE	YCD150C3HOCA	Z20103387D	RTU
2			Show RM
3			
4			

COMPLAINT: REASON FOR SERVICE CALL

Strong Smell - after venter repair
Drove to site, very bad weather - Roof is round. T-stat was off. Set to 68°F Picked up some smell coming from vents. Went over to service side of customers store. Turned on exhaust fans - help a little. Need to return to get up to equipment during better or dry weather.

RECOMMENDATIONS:

REFRIGERANT USAGE:	REFRIGERANT TYPE R-	AMOUNT RECOVERED #	AMOUNT REUSED #	NEW ADDED #	TOTAL CIRCUIT #	RETURNED FOR RECLAIM #	% ADDED

PART NUMBER	COMMENTS / REC. # / P.O. #	CHK OUT	CAP. RETURNED	QTY. USED	PRICE

PLEASE NOTE:

WE WILL EXTEND MFGS. WARRANTY ON PARTS AND 30 DAYS WARRANTY ON OUR LABOR ON SAME REPAIR. WARRANTIES VALID ONLY UPON PRESENTATION OF THIS INVOICE.

TYPE

CODE

DATE REG O.T. D.T

11-21-09 2

WORK IDENTIFICATION

- CONSTRUCTION START UP
- REPAIR
- POSSIBLE WARRANTY
- INSPECTION
- SURVEY
- SUPERVISION
- COMPLETE
- INCOMPLETE

TOTAL PARTS

TOTAL LABOR

TRIP RECOVERY PARKING

TOTAL INVOICE

(CUSTOMER'S SIGNATURE)

I hereby acknowledge the satisfactory completion of the above described work.

Carly...
(TECHNICIAN'S SIGNATURE)

ASK OUR TECHNICIAN ABOUT OUR PREVENTIVE MAINTENANCE PROGRAM

OFFICE

2550 BRAGA DRIVE
 BROADVIEW, IL 60155
 (708) 345-1900
 FAX (708) 345-2730

UNOFFICIAL COPY SERVICE INVOICE

Date: 12/15/2004

INVOICE No.: 16432

Bill to: Midway Dodge
 4747 S. Pulaski Rd.
 Chicago, IL 60632

PLEASE REMIT TO:
 AIR COMFORT CORPORATION
 2550 BRAGA DRIVE
 BROADVIEW, IL 60155

Service at: Midway Dodge
 4747 S. Pulaski Rd.
 Chicago, IL 60632

MIDWAYDODGE

Call Date: 11/30/2004

Customer ID: 1996

Reference: Work Order 20009

Terms: Upon Receipt

PO Number:

Item	Description	Quantity	Unit Price	Amount
Labor			Labor	637.00
Miscellaneous	Trip Charge	1.00	40.00	40.00
			Miscellaneous	40.00
Parts			Parts	130.58

**Patty - please bill \$98/hr. plus \$40/truck per Ellen - thank you

Subtotal:	807.58
Payments:	0.00
Total Due:	807.58

Trane RTU not heating - draft inducer motor replaced last week and unit was checked for gas leaks 11/29 - see Bart - mb



AIR COMFORT

2550 BRAGA DRIVE
 BROADVIEW, IL 60155
 (708) 345-1900
 FAX (708) 345-2730

EMAIL ADDRESS: sales@aircomfort.com

SERVICE REPORT NO.

0508017237 Page: 40 of 41
 40328

W.O. #: 20009

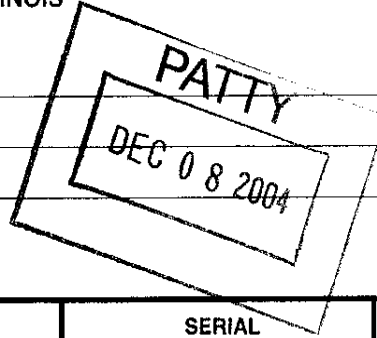
UNOFFICIAL COPY

AFTER 5:00 PM
 EMERGENCY CALLS
 (773) 342-3472 ILLINOIS

PLACE WORK

Midway Dodge
 4747 S. Pulaski Rd.
 Chgo IL 60632

B I L L



CUSTOMER PURCHASE ORDER NO. _____

EQUIPMENT IDENTIFICATION

MAKE	UNIT I.D. / MODEL / LOCATION	SERIAL	COMMENTS
1 TRANE	YCD150C3H0C	220103387D	SHOW RM RTU
2			
3			
4			

COMPLAINT:
 REASON FOR SERVICE CALL: NO HEAT

Found loose elec. connection at plugin for heat. Removed plastic plugin and replaced with wire nuts. Plu gas Regulator at Supplier, and install in gas piping. Only getting between 4-5wv and TRANE req. between 5-12 Supply gas pres. Climbed in ceiling and traced out gas piping. found no other Regulator. Measure piping run. 100' 1" w/ 10 elbows. 25' 3/4" w/5 elbows piping may not be sized properly. But RTU is currently running heat. will advise sales engineer to recommend approach.

RECOMMENDATIONS: NOTE: ALSO did not notice any smell as cust. claimed 6/4.

REFRIGERANT USAGE:	REFRIGERANT TYPE R-	AMOUNT RECOVERED #	AMOUNT REUSED #	NEW ADDED #	TOTAL CIRCUIT #	RETURNED FOR RECLAIM #	% ADDED
--------------------	---------------------	--------------------	-----------------	-------------	-----------------	------------------------	---------

PART NUMBER	COMMENTS / REC. # / P.O. #	CHK OUT	CAR. STK.	RECORDED	QTY. USED	PRICE
325-5-3/4	Maxitrol GAS REG				1	
68x4x4	weatherhead union 1/4 x 1/4 inpt				1	
PRB32	Flare FGT red Bush 3/8 x 1				1	
	PO# 127653					

PLEASE NOTE:
 WE WILL EXTEND MFGS. WARRANTY ON PARTS AND 30 DAYS WARRANTY ON OUR LABOR ON SAME REPAIR. WARRANTIES VALID ONLY UPON PRESENTATION OF THIS INVOICE.

TYPE	DATE	REG	O.T.	D.T.
CODE	12-30-04	4 1/2		

WORK IDENTIFICATION
 NO HEAT
 CONSTRUCTION START UP
 REPAIR
 POSSIBLE WARRANTY
 INSPECTION
 SURVEY
 SUPERVISION
 COMPLETE
 INCOMPLETE

TOTAL PARTS	
TOTAL LABOR	
TRIP RECOVERY PARKING	
TOTAL INVOICE	

X Pomasa
 (CUSTOMER'S SIGNATURE)
 I hereby acknowledge the satisfactory completion of the above described work.

Carlos Villanueva
 (TECHNICIAN'S SIGNATURE)



AIR COMFORT

2550 BRAGA DRIVE
 BROADVIEW, IL 60155
 (708) 345-1900
 FAX (708) 345-2730

EMAIL ADDRESS: sales@aircomfort.com

SERVICE REPORT NO.

40374

W.O. #:

20009

UNOFFICIAL COPY

AFTER 5:00 PM
 EMERGENCY CALLS
 (773) 342-3472 ILLINOIS

PLACE WORK FOR K

Midway Dodge

Wlaski Rd.

chgo IL

B I T L O L

CUSTOMER PURCHASE ORDER NO.

EQUIPMENT IDENTIFICATION

MAKE	UNIT I.D. / MODEL / LOCATION	SERIAL	COMMENTS
1 TRANE			SHOW ROOM RTU
2			
3			
4			

COMPLAINT:

REASON FOR SERVICE CALL

NO HEAT

li drove to site, could not get up to equipment because ice everywhere and roof is round. I did adjust T-stat program to 70° @ 6:00 AM 65° @ 10:00 PM Mon - Sun. BUT I did not feel heat come on.

RECOMMENDATIONS:

REFRIGERANT USAGE:	REFRIGERANT TYPE R-	AMOUNT RECOVERED #	AMOUNT REUSED #	NEW ADDED #	TOTAL CIRCUIT #	RETURNED FOR RECLAIM #	% ADDED

PART NUMBER	COMMENTS / REC. # / P.O. #	CHK OUT	CAP. RETURNED	GOOD DEF.	QTY. USED	PRICE

PLEASE NOTE:

WE WILL EXTEND MFGS. WARRANTY ON PARTS AND 30 DAYS WARRANTY ON OUR LABOR ON SAME REPAIR. WARRANTIES VALID ONLY UPON PRESENTATION OF THIS INVOICE.

TYPE

CODE

DATE	REG	O.T.	D.T.
12-1-04	2		

WORK IDENTIFICATION

- CONSTRUCTION START UP
- REPAIR
- POSSIBLE WARRANTY
- INSPECTION
- SURVEY
- SUPERVISION
- COMPLETE
- INCOMPLETE

TOTAL PARTS

TOTAL LABOR

TRIP RECOVERY PARKING

TOTAL INVOICE

(CUSTOMER'S SIGNATURE)
 I hereby acknowledge the satisfactory completion of the above described work.

(TECHNICIAN'S SIGNATURE)

ASK OUR TECHNICIAN ABOUT OUR PREVENTIVE MAINTENANCE PROGRAM

OFFICE