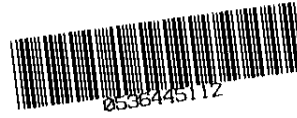


# UNOFFICIAL COPY



Doc#: 0536445112 Fee: \$68.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/30/2005 03:14 PM Pg: 1 of 23

Please Cross Reference the Loan Documents  
described on Schedule I, attached hereto

Prepared by and return to:

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

CONSOLIDATED, AMENDED AND RESTATED  
ASSIGNMENT OF LESSOR'S INTEREST IN LEASE

DATED DECEMBER 29, 2005

BY AND BETWEEN:

SHAMROCK COMPANY, SHAMROCK TBC, INC., AND  
MCGUE FAMILY, L.L.C.,

collectively, as Assignor  
and

BANK OF AMERICA, N.A., as Assignee

This document is one of two (2) original counterparts; one original will be filed in each of the counties listed below relating to the following described locations:

1	Archer Ave #2513	1288007	6944 W. Archer Ave, Chicago, IL 60638	Cook
2	Palos Hills #2747	1288154	7601 S. 111 <sup>th</sup> St., Palos Hills, IL 60465	Cook
3	Hickory Hills #2872	1288132	8760 W. 95 <sup>th</sup> St., Hickory Hills, IL 60457	Cook

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4	Farnsworth #3157	1290464	1000 N. Farnsworth Ave., Aurora, IL 60505	Kane
5	Elgin #4752	1290473	1160 N. McLean Blvd., Elgin, IL 60123	Kane
6	Franklin Park	1290442	3141 N. Manheim Rd., Franklin Park, IL 60131	Cook
7	Westchester	1290438	9950 W. Roosevelt Rd., Westchester IL 60154	Cook
8	Hazel Crest	1299249	3300 W. 183 <sup>rd</sup> St., Hazel Crest, IL 60429	Cook
9	Homewood		17505 S. Halsted Ave., Homewood, IL 60430	Cook
10	Dolton		1043 E. Sibley Blvd., Dolton, IL 60419	Cook
11	Matteson		4349 E. 211 <sup>th</sup> St., Matteson, IL 60443	Cook
12	Chicago Heights		420 W. 14 <sup>th</sup> St., Chicago Heights, IL 60441	Cook
13	S. Chicago Heights		3029 S. Chicago Rd. S. Chicago Heights, IL 60411	Cook

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## CONSOLIDATED, AMENDED AND RESTATED ASSIGNMENT OF LESSOR'S INTEREST IN LEASE

THIS CONSOLIDATED, AMENDED AND RESTATED ASSIGNMENT OF LESSOR'S INTEREST IN LEASE (this "Assignment") is made this 22<sup>nd</sup> day of December 2005, collectively by SHAMROCK COMPANY, an Illinois corporation, SHAMROCK TCB, INC., an Illinois corporation, and MCGUE FAMILY, L.L.C., an Illinois limited liability company (hereinafter collectively referred to as "Assignor") and BANK OF AMERICA, N.A., a national banking association organized and existing under the laws of the United States of America, whose mailing address is Post Office Box 4899, Atlanta, Georgia 30302-4899 (hereinafter called "Assignee").

### WITNESSETH:

WHEREAS, on November 8, 2004, Assignor executed and delivered to Assignee (i) that certain term Promissory Note in the original principal amount of Six Million Three Hundred Thousand and No/100 Dollars (\$6,300,000.00) (the "Original Term Note"), and (ii) that certain development Promissory Note in the original principal amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) (the "Original Development Note") (the Original Term Note and the Original Development Note are hereinafter collectively called the "Original Notes"), each of which having a maturity date of November 1, 2009, and (iii) that certain Loan and Security Agreement by and between Assignor, the "Guarantors" defined therein, and Assignee (the "Original Loan Agreement"); and

WHEREAS, the Original Notes are secured by, among other loan documents, the following documents: (i) that certain Real Estate Mortgage and Security Agreement dated November 8, 2004 and recorded as Document No: 0432434109, Cook County, Illinois Records (the "Original Assignment"), (ii) that certain Assignment of Lessor's Interest in Lease dated November 8, 2004, and recorded as Document No: 0432434110, aforesaid records (the "Original Lease Assignment"), and (iii) that certain Assignment of Purchase Price dated November 8, 2004, and recorded as Document No.: 0432434111, aforesaid records (the "Original Assignment"), all of which are, as of even date herewith, pursuant to this Assignment and certain other Loan Documents (hereinafter defined) being consolidated, amended and restated (the Original Assignment, the Original Lease Assignment, and the Original Assignment, together with any and all other loan documents evidencing and/or securing the Original Notes, all as consolidated, amended and restated as of even date herewith are hereinafter collectively called the "Security Documents"); and

WHEREAS, on or about even date herewith, Assignor, Assignee and Guarantor are consolidating, amending and restating (i) the Original Notes into, with and by a single Consolidated, Amended and Restated Reducing Revolving Promissory Note in the original principal amount of \$30,700,000.00 (the "Note"), and (ii) the Original Loan Agreement into, with

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and by that certain Consolidated, Amended and Restated Loan and Security Agreement (as consolidated, amended and restated the "Loan Agreement")(capitalized terms used herein shall have the meanings ascribed to them in the Loan Agreement, unless otherwise defined herein) and therefore desire to consolidate, amend and restate the Security Documents, including, without limitation, the Original Lease Assignment into and with this Consolidated, Amended and Restated Assignment of Lessor's Interest in Lease (the Original Lease Assignment, as consolidated, amended and restated into, by and with this Consolidated, Amended and Restated Assignment of Lessor's Interest in Lease is hereafter called this "Assignment");

NOW, THEREFORE, for and in consideration of the indebtedness, and to secure the payment to Assignee of the principal and interest, and all other sums provided for in the Note, and all future or additional advances as may be made by Assignee to Assignor pursuant to the provisions of the Note and the other Loan Documents, and for performance of the agreements, conditions, covenants, provisions and stipulations contained herein and therein, and in certain other agreements and instruments made and given by Assignor to Assignee in connection therewith, and also for and in consideration of the sum of Ten Dollars (\$10.00) paid by Assignee at or before the execution and delivery of these presents, the receipt hereof and legal sufficiency of which are hereby acknowledged, agrees as follows:

EFFECTIVE AS EVEN DATE HERewith, the Original Lease Assignment has been and hereby is amended, restated and merged into and consolidated with this Assignment so that henceforth this Assignment, together with all other Loan Documents, shall collectively secure Assignor's and Guarantor's respective Obligations, and contain the terms, conditions, obligations, covenants, rights, privileges and options set forth in the Original Lease Assignment, as consolidated, amended, and restated hereby.

FURTHER, AND FOR VALUE RECEIVED AND IN CONSIDERATION OF THE NOTE, among other consideration, the receipt and sufficiency of which is hereby acknowledged, Assignee hereby grants, transfers and assigns to Assignee, its successors and assigns, all of the right, title and interest of Assignor in and to those certain leases, with modification, if any, described in Schedule "A" hereof, covering the premises (herein collectively called "Premises") briefly described as:

See Exhibit "A" attached hereto and made a part hereof

together with any extensions of any thereof and any guarantees of the lessee's (in any case, the "Lessee") obligations under any thereof (said leases, together with all such guarantees, modifications and extensions, being hereinafter collectively referred to as "the Lease"), for the purpose of securing (a) payment of all sums now or at any time hereafter due Assignee under the Note and secured by the Security Documents, together with any renewals or extensions thereof and any future advances made thereunder to the extent permitted under Illinois law, and (b) performance and discharge of each obligation, covenant and agreement of Assignor contained herein or contained in the Security Documents or the Note secured thereby.

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Assignee agrees that:

A. So long as there shall exist no event of default, as hereinafter defined, on the part of Assignor, Assignor shall have the right to collect, but not more than thirty (30) days prior to accrual, all rents, issues and profits from the Premises and to retain, use and enjoy the same.

B. Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of an instrument of satisfaction or full release of the Security Documents without the recording of another Security Documents in favor of Assignee affecting the Premises, this Assignment shall become and be void and of no effect.

Assignor warrants that:

A. There is no other assignment of any of its rights under the Lease to any other person.

B. Assignor has done no act nor omitted to do any act which might prevent Assignee from, or limit Assignee in, acting under any of the provisions herein.

C. Assignor has not accepted rent under the Lease for more than thirty (30) days in advance of its due date.

D. There is no default by Lessee under the terms of the Lease to the knowledge of Assignor.

E. Assignor is not prohibited under any agreement with any other person or any judgment or decree from the execution and delivery of this Assignment or Lease, the performance of each and every covenant of Assignor hereunder and in Lease, and the meeting of each and every condition herein contained.

F. No action has been brought or threatened which in any wise would interfere with the right of Assignor to execute this Assignment and perform all of Assignor's obligations herein contained.

G. Lease, except as specifically recited in Schedule "A", is in full force and effect and unmodified.

Assignor agrees, so long as it is indebted to Assignee, that:

1. Assignor will (i) fulfill, perform and observe each and every condition and covenant of Assignor contained in the Lease; (ii) give prompt notice to Assignee of any claim of default under Lease (a) given by Lessee to Assignor or (b) given by Assignor to Lessee, together with a complete copy of any such claim; (iii) at the sole cost and expense of Assignor, enforce, short of

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termination of the Lease, the performance and observance of each and every covenant and condition of the Lease to be performed or observed by Lessee; and (iv) appear in and defend any action growing out of, or in any manner connected with, the Lease or the obligations or liabilities of Assignor, as lessor thereunder, or of the Lessee or any guarantor thereunder.

2. The rights assigned hereunder include all of Assignor's right and title (i) to modify the Lease; (ii) to terminate the term or to accept the surrender thereof; (iii) to waive, or release the Lessee from, the performance or observance by the Lessee of any obligation or condition of the Lease; (iv) to permit the prepayment of any rents under the Lease for more than thirty (30) days prior to the accrual thereof; and (v) to give any consent to any assignment by the Lessee of the Lease or to sublease any part or portion of the Premises.

3. Assignor will not (i) modify the term of the Lease or accept the surrender thereof unless required so to do by the terms of the Lease; (ii) permit the Lessee to anticipate the payment of any rents under the Lease by Lessee or any sublessee for more than thirty (30) days prior to accrual; (iii) waive, or release Lessee or any sublessee from, the observance or performance of any obligation to be performed by either under the terms of the Lease or liability on account of any warranty given by either of them.

4. Upon the occurrence of any one of the following events (herein called an "event of default"):

- (i) the failure by Assignor to perform or observe any covenant of Assignor contained in this Assignment, in any instrument evidencing any debt secured by this Assignment, or in the Security Documents;
- (ii) should any warranty of Assignor herein contained or contained in any evidence of debt given by Assignor to Assignee and secured hereby, or contained in Security Documents, prove untrue or misleading in any material aspect;
- (iii) failure by Assignor to meet any condition set forth in Lease; or
- (iv) should any event occur under any instrument, deed or agreement, given or made by Assignor to or with any third party, which causes the acceleration of any debt to any such third party the acceleration of which would materially affect Assignor's ability to pay when due any amounts owed to Assignee.

then and thereupon Assignee may: (a) declare the total indebtedness due Assignor to Assignee, secured by the assignment, immediately due and payable; (b) proceed to enter upon, take possession of, and operate the Premises under this Assignment without becoming a Assignee possession; (c) proceed to perform any and all obligations of Assignor, contained under Lease, and exercise any

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and all rights of Assignor therein contained as fully as Assignor itself could, and this without regard to the adequacy of security for the indebtedness hereby accrued and with or without the bringing of any legal action or the causing of any receiver to be appointed by any court; (d) make, enforce, modify and accept the surrender of Lease, or any single Lease if more than one be assigned hereunder; (e) obtain and evict tenants; (f) fix or modify rent; and (g) do all other acts which Assignee may deem necessary or proper to protect its security. Assignor does hereby specifically authorize Assignee, in Assignor's name or in Assignee's name, to sue for or otherwise collect and receive all rents, issues and profits, including those past due and unpaid, and apply the same first against all costs and expenses of operation of the Premises, of the performance of Assignor's obligations under Lease and of collection, including reasonable attorney's fees. Any amounts remaining after such application shall be applied next to interest on, and then to the principal of the indebtedness secured hereby and upon the payment in full thereof, both principal and interest, then this Assignment and all rights of Assignee hereunder shall cease and terminate. Entry upon and taking possession of the property and the collection of the rents and the application thereof, as aforesaid, shall in no wise operate to cure or waive any default under any other instrument given by Assignor to Assignee, or prohibit the taking of any other action by Assignor under any such instrument or at law or in equity to enforce payment of the indebtedness secured by Lease or to realize on any other security.

Assignor further agrees that:

1. Should Assignor fail to perform or observe any covenant or comply with any condition contained in the Lease, then Assignee, or, without obligation so to do and without notice to or demand on Assignor or releasing Assignor from its obligation so to do, may perform such covenant or condition and to the extent that Assignee shall incur any costs or pay any monies in connection therewith, including any costs or expenses of litigation, then costs, expense or payment shall be included in the indebtedness secured hereby and shall bear interest from the incurring or payment thereof at the default rate set forth in the note.
2. No action taken by Assignor or Assignee shall cause or permit the estate of any Lessee under any Lease to merge with Assignor's reversionary interest.
3. Assignee shall not be obligated to perform or discharge any obligation of Assignor under Lease, and Assignor agrees to indemnify and hold Assignee harmless against any and all liability, loss or damage which Assignee may incur under the Lease or under or by reason of this Assignment and of and from all claims and demands whatsoever which may be asserted against it by reason of an act of Assignee under this Assignment or under Lease.
4. Notwithstanding any provision of this Assignment to the contrary, Assignor hereby transfers, assigns and sets over to Assignee all of Assignor's right, title and interest in and to (a) the Lease, and (b) all rents, issues, profits, income and proceeds from the Premises. This Assignment is intended by Assignor and Assignee to create and shall be construed to create, an absolute assignment to Assignee. Assignor shall have a revocable license to collect and receive the rents and

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to retain, use and enjoy such rents. Such license may be revoked by Assignee, without notice to Assignor, upon the occurrence of an event of default under this Assignment.

The parties agree that wherever used in this Assignment, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the words "Assignor" and "Assignee" shall include individuals, corporations (and if a corporation, its officers, employees, agents or attorneys) and any and all other persons or entities and the respective heirs, executors, legal representatives, administrators, successors and assigns of the parties hereto, and all those holding under either of them; the word "note" shall also include one or more notes or bonds, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto.

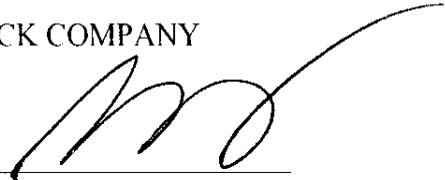


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IN WITNESS WHEREOF, Assignor has executed this Assignment under seal and Assignor has delivered this Assignment to Assignee, all the day and year first written above.

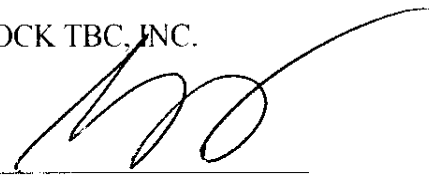
ASSIGNOR:

SHAMROCK COMPANY

By:   
Name: Stephen C. McGue  
Title: President

[CORPORATE SEAL]

SHAMROCK TBC, INC.

By:   
Name: Stephen C. McGue  
Title: President

[CORPORATE SEAL]

MCGUE FAMILY, 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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STATE OF Illinois  
COUNTY OF DuPage

Before me, a Notary Public in and for said County and State, personally appeared Stephen C. McGue, President of Shamrock Company, an Illinois corporation, who acknowledged execution of the foregoing instrument as such officer acting for and on behalf of said corporation and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 20<sup>th</sup> day of December, 2005.

Patricia J Roman  
Notary Public

Patricia L. Romanelli  
Print Name

My Commission Expires:

1-29-07

County of residence:

DuPage

[NOTARIAL SEAL]

STATE OF Illinois  
COUNTY OF DuPage

Before me, a Notary Public in and for said County and State, personally appeared Stephen C. McGue, President of Shamrock TBC, Inc., an Illinois corporation, who acknowledged execution of the foregoing instrument as such officer acting for and on behalf of said corporation and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 20<sup>th</sup> day of December, 2005.

Patricia J Roman  
Notary Public

Patricia L. Romanelli  
Print Name

My Commission Expires:

1-29-07

County of residence:

DuPage

[NOTARIAL SEAL]

# UNOFFICIAL COPY

STATE OF Illinois  
COUNTY OF DeKalb

Before me, a Notary Public in and for said County and State, personally appeared Stephen C. McGue, Manager of McGue Family, L.L.C., an Illinois limited liability company, who acknowledged execution of the foregoing instrument as such officer acting for and on behalf of said company and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 20<sup>th</sup> day of December, 2005.

Patricia J. Romanelli  
Notary Public

Patricia L. Romanelli  
Print Name

My Commission Expires:

1-29-07

County of residence:

DeKalb

[NOTARIAL SEAL]

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EXHIBIT "A"

[Legal Description for Unit #5090 Munster]

Property of Cook County Clerk's Office

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## SCHEDULE I

### List of Existing Loan Documents of Record

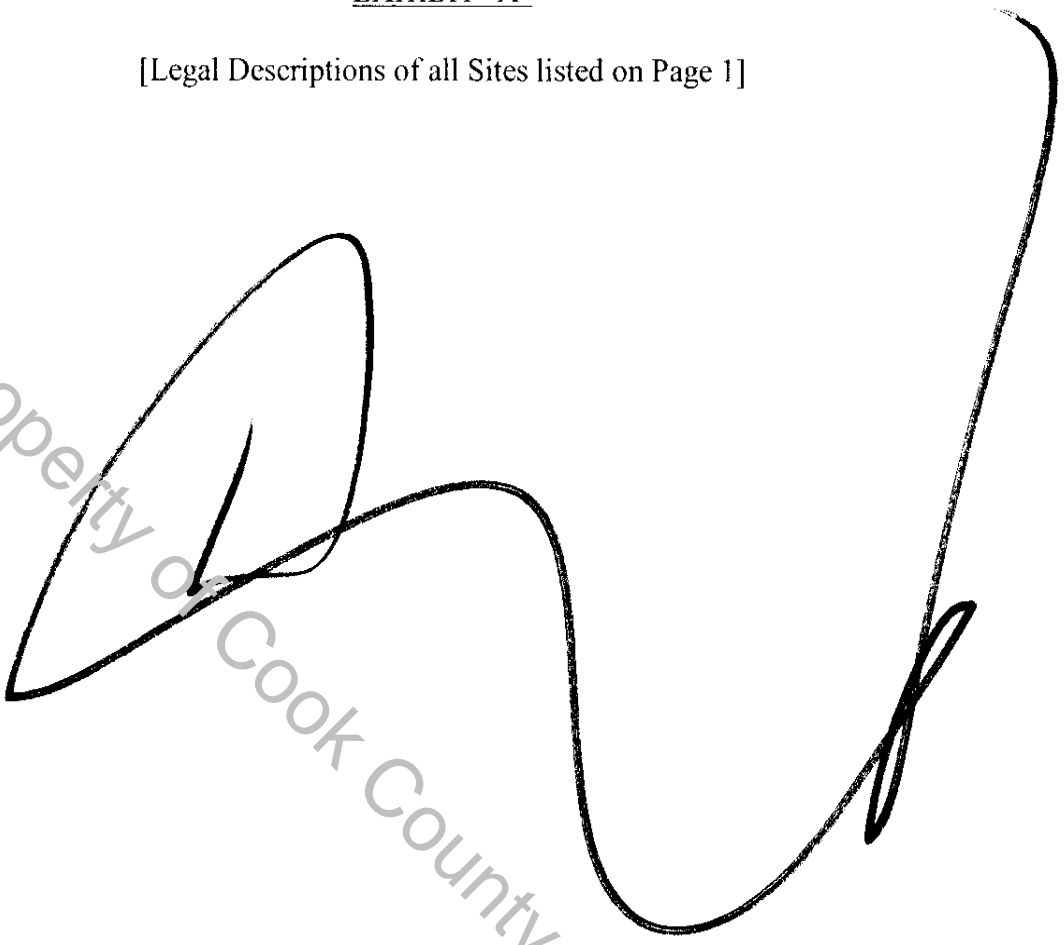
1. Real Estate Mortgage and Security Agreement dated November 8, 2004 and recorded as Document No: 0432434109, Cook County, Illinois Records.
2. Assignment of Lessor's Interest in Lease dated November 8, 2004, and recorded as Document No: 0432434110, aforesaid records.
3. Assignment of Purchase Price dated November 8, 2004, and recorded as Document No.: 0432434111, aforesaid records.

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EXHIBIT "A"

[Legal Descriptions of all Sites listed on Page 1]

Property of Cook County Clerk's Office



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Shamrock-Archer Ave #2513

**EXHIBIT A  
LEGAL DESCRIPTION****PARCEL 1:**

LOTS 19, 20, 21, 22 AND THE WEST 13.5 FEET OF LOT 18 IN BLOCK 32 IN FREDERICK H. BARTLETT'S THIRD ADDITION TO BARTLETT HIGHLANDS, A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 17 IN BLOCK 32 IN SAID FREDERICK H. BARTLETT'S THIRD ADDITION TO BARTLETT HIGHLANDS; THENCE SOUTH 89 DEGREES 41 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOTS 17 AND 18 A DISTANCE OF 45.04 FEET TO A POINT 13.5 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 18; SAID POINT BEING ALSO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 41 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOTS 18, 19, 20, 21 AND 22 A DISTANCE OF 113.62 FEET TO THE SOUTHWEST CORNER OF SAID LOT 22; THENCE NORTH 00 DEGREES 00 SECONDS 49 MINUTES EAST 125.04 FEET TO THE NORTHWEST CORNER OF SAID LOT 22; THENCE NORTH 89 DEGREES 41 MINUTES 51 SECONDS EAST ALONG THE NORTH LINE OF SAID LOTS 18, 19, 20, 21 AND 22 A DISTANCE OF 113.62 FEET TO A POINT 13.5 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 18; THENCE SOUTH 00 DEGREES 00 MINUTES 49 SECONDS WEST 125.01 FEET TO THE PLACE OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT RECORDED SEPTEMBER 10, 1984 AS DOCUMENT NO. 27247596 OVER THE FOLLOWING DESCRIBED LAND:

LOTS 17 AND 18 (EXCEPT THE WEST 13.5 FEET OF LOT 18) IN BLOCK 32 IN FREDERICK H. BARTLETT'S THIRD ADDITION TO BARTLETT HIGHLANDS, A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

An number 19-07-327-037

**The Talon Group#**

1288141

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Shamrock-Palos Hills #2747

## EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

THE SOUTH 205.62 FEET OF THE NORTH 255.62 FEET OF THE EAST 100.00 FEET OF THE WEST 340.62 FEET, OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO PARCEL 1 FOR INGRESS AND EGRESS AS SET FORTH IN AGREEMENT RECORDED NOVEMBER 19, 1985 AS DOCUMENT 85288867 BETWEEN PIZZA HUT OF AMERICA, INC., A DELAWARE CORPORATION AND TACO BELL, A CALIFORNIA CORPORATION AS AMENDED BY AGREEMENT RECORDED NOVEMBER 19, 1985 AS DOCUMENT 85288868 AND SECOND AMENDMENT TO AGREEMENT RECORDED DECEMBER 4, 1996 AS DOCUMENT NO. 96918051.

Pin number 23-24-101-011

**The Talon Group#** 1288154

1288154



**UNOFFICIAL COPY**

#2872

Shamrock-Hickory Hills #2782

**EXHIBIT A  
LEGAL DESCRIPTION****PARCEL 1:**

THAT PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2,  
TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTH EIGHT ACRES OF THE SAID WEST 1/2 OF THE WEST  
1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, 50 FEET EAST OF THE WEST LINE OF SAID SECTION 2;  
THENCE EAST ALONG THE SAID SOUTH LINE OF THE  
NORTH EIGHT ACRES OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 TO ITS  
POINT OF INTERSECTION WITH THE EAST LINE OF THE SAID WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF  
THE SOUTHWEST 1/4. THENCE SOUTH ALONG THE SAID EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE  
SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 223.53 FEET TO A POINT IN THE NORTH LINE OF THE  
PROPERTY CONVEYED TO THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS OF THE STATE OF ILLINOIS BY DEED  
RECORDED OCTOBER 24, 1939 AS DOCUMENT NO. 12387124 SAID POINT ALSO BEING 44.76 FEET NORTH OF THE  
SOUTH LINE OF SAID SECTION 2 AS MEASURED ALONG SAID EAST LINE; THENCE WEST ALONG THE NORTH LINE OF  
SAID PROPERTY CONVEYED BY DOCUMENT 12387124 A DISTANCE OF 105.48 FEET TO A POINT; THENCE NORTH  
ALONG LINE 105.48 FEET WEST OF AND PARALLEL WITH THE SAID EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF  
THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 143.74 FEET TO A LINE 80 FEET SOUTH OF AND  
PARALLEL WITH THE SAID SOUTH LINE OF THE NORTH EIGHT ACRES OF THE WEST 1/2 OF THE WEST 1/2 OF THE  
SOUTHWEST 1/4 OF THE SOUTHWEST 1/4. THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE A DISTANCE OF  
174.95 FEET TO A LINE 50 FEET EAST OF AND PARALLEL WITH THE SAID WEST LINE OF SECTION 23 THENCE NORTH  
ALONG LAST DESCRIBED PARALLEL LINE A DISTANCE OF 80 FEET TO THE POINT OF BEGINNING ALL IN COOK  
COUNTY, ILLINOIS.

**PARCEL 2:**

THE EAST 105.48 FEET OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF  
SECTION 2, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,  
(EXCEPT THAT PART OF SAID PREMISES CONVEYED TO DEPARTMENT OF PUBLIC WORKS AND BUILDINGS OF STATE  
OF ILLINOIS BY DEED RECORDED OCTOBER 24, 1939 AS DOCUMENT NUMBER 12387124 AND DESCRIBED AS  
FOLLOWS: THAT PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF  
SAID SECTION (EXCEPT THAT PART IF ANY PREVIOUSLY DEDICATED FOR HIGHWAY PURPOSES) LYING SOUTH AND  
WEST OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION, THENCE  
NORTH ALONG THE WEST LINE OF SECTION 2, A DISTANCE OF 93.96 FEET FOR A PLACE OF BEGINNING, THENCE  
EAST AT RIGHT ANGLES TO SAID WEST LINE OF SAID SECTION, A DISTANCE OF 50 FEET TO A POINT ON A CURVE,  
SAID CURVE BEING CONVEX TO THE SOUTHWEST WITH A RADIUS OF 50 FEET, THENCE SOUTHEASTERLY ALONG SAID  
CURVE A DISTANCE OF 78.54 FEET TO A POINT ON A LINE TANGENT TO SAID CURVE, SAID POINT BEING 44.16 FEET  
NORTH OF MEASURED AT RIGHT ANGLES AT THE SOUTH LINE OF SAID SECTION, THENCE EASTERLY ALONG A  
STRAIGHT LINE A DISTANCE OF 230.45 FEET MORE OR LESS TO A POINT IN THE EAST LINE OF THE WEST 1/2 OF THE  
WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AFORESAID, SAID POINT BEING 44.76 FEET NORTH OF  
MEASURED AT RIGHT ANGLES TO SAID SECTION AFORESAID) AND (EXCEPT THE NORTH 8 ACRES OF SAID WEST 1/2  
OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2 (AFORESAID) ALL IN COOK  
COUNTY, ILLINOIS.

Pinnumbers

23-02-302-059

23-02-302-061

The Talon Group#

1288332

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Shamrock-Farnsworth #3157

## EXHIBIT A LEGAL DESCRIPTION

THAT PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SHEFFER ROAD ACCORDING TO THE DEDICATION THEREOF RECORDED OCTOBER 8, 1964 AS DOCUMENT NO. 1032586 AND THE WEST LINE OF FARNSWORTH AVENUE ACCORDING TO THE DEDICATION THEREOF RECORDED OCTOBER 8, 1964 AS DOCUMENT NO. 1032587, SAID LINE BEING 40.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE NORTH 89 DEGREES 38 MINUTES 22 SECONDS WEST (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID SHEFFER ROAD 218.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID FARNSWORTH AVENUE 131.00 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 22 SECONDS EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SHEFFER ROAD 218.00 FEET TO A POINT ON THE WEST LINE OF SAID FARNSWORTH AVENUE; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID FARNSWORTH AVENUE 131.00 FEET TO THE PLACE OF BEGINNING; IN THE CITY OF LURORA, KANE COUNTY, ILLINOIS.

of Cook County Clerk's Office

**The Talon Group#** 7790464

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Shamrock-Elgin 4752

## EXHIBIT A LEGAL DESCRIPTION

THE SOUTH 155.00 FEET OF THE EAST 191.50 FEET OF LOT 3 IN COMMERCE CENTER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 4, 1984 AS DOCUMENT NO. 1704394, BEING A SUBDIVISION IN PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 41 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ELGIN, ILLINOIS.

Property of Cook County Clerk's Office

**The Talon Group#**

11290473

# UNOFFICIAL COPY

Shamrock-Franklin Park

## EXHIBIT A LEGAL DESCRIPTION

Lots 15, 16, 17 and 18 (Except the West 17 feet of said Lots) in Block 4 in Franklin Heights, being a Resubdivision of Lots 1 to 4 in Block 3 and Lots 1, 3, and 4, in Block 4 and Lot 1 in Block 7 in Turner Park Land Association Subdivision of that part of the West 1/2 of the Northwest 1/4 of Section 28, Township 40 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

Pin number 12-28-100-005  
006  
007  
008

**The Talon Group#** 1290442

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Shamrock-Westchester

## EXHIBIT A LEGAL DESCRIPTION

Parcel 1:

Lots 248 to 253 both inclusive (except that part of said Lots, if any, underlying part taken by condemnation for Addison Creek in case 60625, County of Cook County, Illinois) in William Zelosky's Terminal Addition to Westchester in the South Half of Section 16, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. Excepting therefrom the following described part of the land taken in Condemnation Case 02L050837 Circuit Court of Cook County, that part of Lot 248 described as follows:

Beginning at the Southeast corner of said Lot 248; thence on an assumed bearing of South 87 degrees 28 minutes 22 seconds West along the Southerly line of said Lot 248 a distance of 8.73 feet; thence North 02 degrees 31 minutes 38 seconds West 15.00 feet; thence North 87 degrees 28 minutes 22 seconds East 8.85 feet to the East line of said Lot 248; thence South 02 degrees 04 minutes 48 seconds East along said Easterly line 15.00 feet to the point of beginning.

Also excepting therefrom those parts of Lots 249, 250 and 251, taken in Condemnation Case No. 02L050837 Circuit Court of Cook County, Illinois, described as follows:

Commencing at the Southwest corner of said Lot 248; thence on an assumed bearing of North 02 degrees 04 minutes 48 seconds West along the Easterly line of said Lot 248 a distance of 15.00 feet to the point of beginning; thence South 87 degrees 28 minutes 22 seconds East 15.00 feet to the Southerly line of said Lot 248; thence South 87 degrees 28 minutes 22 seconds West along said Southerly line of Lot 248 and along the Southerly line of Lots 249, 250 and 251 a distance of 77.00 feet; thence North 02 degrees 31 minutes 38 seconds West 20.00 feet; thence North 87 degrees 28 minutes 22 seconds East 78.89 feet to the Easterly line of said Lot 248; thence South 02 degrees 04 minutes 48 seconds East along said Easterly line 5.00 feet to the point of beginning.

Parcel 2:

The South 1/2 of that part of vacated East and West alley North and Adjoining said Lots 248 to 253 both inclusive in William Zelosky's Terminal Addition to Westchester aforesaid, lying West of the West line of Addison Creek as so condemned, all in Cook County, Illinois.

Pin numbers:

- 15-16-422-027
- 028
- 029
- 030
- 031
- 032

**The Talon Group#**

1290438

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Shamrock-Current BOA

## EXHIBIT A LEGAL DESCRIPTION

**PARCEL 1:**

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 10 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:**

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:**

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:**

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 SOUTHWEST 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:**

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:**

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 3278436. UNDER, THROUGH AND ACROSS THE 'COMMON AREAS' AS THAT TERM IS DEFINED IN SAID INSTRUMENT OF

**PARCEL 6A:**

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.

**The Talon Group#** 1299 2199

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## EXHIBIT "A" CONT'D

PARCEL 7:

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.

Pin numbers: 28-35-402-012      32-19-401-018  
 29-11-307-006      32-19-401-027  
 29-11-307-007      32-19-401-028  
 29-11-307-008      32-32-205-042  
 29-11-307-009      29-33-100-049  
 29-11-307-010  
 29-11-307-011

**The Talon Group#** 1239249

31-22-400-002  
 31-22-400-031  
 32-19-401-008

