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(Restructure-2006)
(Revolver)

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8320647780
THIS DOCUMENT PREPARED BY
AND AFTER RECORDING TO BE
MAILED TO:

Edward J. Grzelakowski
Kemp & Grzelakowski, Ltd.
1900 Spring Road, Suite 500
Oak Brook, IL 60523



Doc#: 0609333154 Fee: \$60.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/03/2006 02:23 PM Pg: 1 of 19

RECORDER'S STAMP

ABSOLUTE ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES

THIS ASSIGNMENT is made as of March 31, 2006 by MARQUETTE BANK, not personally, but solely as Trustee under Trust Agreement dated May 30, 1996 and known as Trust No. 13696, ("Assignor"), to and for the benefit of MARQUETTE BANK, an Illinois bank ("Assignee").

RECITALS:

WHEREAS, Assignor is the owner of the fee simple estate in and to the real estate described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Property"); and

WHEREAS, Assignor, Leona's Pizzeria, Inc., an Illinois corporation ("Leona's") and Toia Building Properties Limited Partnership, an Illinois limited partnership ("Toia") (Assignor, Leona's and Toia, collectively "Borrower") have executed and delivered to Assignee that certain Secured Promissory Note dated of even date herewith, in the principal amount of Two Hundred Fifty Thousand (\$250,000.00) Dollars (the "Note"); and

WHEREAS, Borrower has also executed and delivered to Mortgagee that certain Commercial Loan and Security Agreement of even date herewith (said Commercial Loan and Security Agreement and any and all renewals, extensions for any period, increased or rearrangements thereof is referred to as the "Loan Agreement"), providing for the extension of certain credit and other financial accommodations by Mortgagee to Borrower; and

WHEREAS, Assignor has also executed and delivered to Mortgagee that certain Mortgage and Security Agreement, dated of even date herewith (the "Mortgage"); and

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WHEREAS, as a condition to Assignee's extension of certain financial accommodations to Borrower including, without limitation, the extension of credit evidenced by the Note and pursuant to the Loan Agreement (this Assignment, the Mortgage, the Note, the Loan Agreement and any other document or instrument at any time executed pursuant to or in connection with any of them are hereinafter sometimes collectively referred to as "Loan Documents"), Assignee has required that Assignor (which is beneficially owned by Toia ("Beneficiary"), (Borrower and Assignor hereinafter individually an "Obligor" and collectively "Obligors") enter into this Assignment and grant to Assignee the liens and security interests referred to herein to secure: (i) the payment of the principal amount evidenced by the Note together with interest thereon; (ii) payment of the principal amount, together with interest thereon, of all present and future advances of money made by the Assignee to Borrower or Assignor, as well as all other Indebtedness (as defined and provided in the Loan Agreement) of Borrower to Assignee; and (iii) other payment and performance obligations related to this Mortgage; and

NOW, THEREFORE, for the purpose of securing payment of the indebtedness evidenced by the Note and the payment of all advances and other sums with interest thereon becoming due and payable to Assignee under the provisions hereof or of the Note and the Loan Documents, or any sums secured by said instruments, and the performance and discharge of each and every obligation, covenant and agreement of Assignor herein or arising from the Note and the Loan Documents, and also in consideration of ONE AND NO/100 (\$1.00) DOLLAR, the receipt whereof is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment Clause. Assignor, intending to be legally bound and in consideration of the making of the loan represented by the Note, does hereby sell, assign, transfer and set over unto Assignee all right, title and interest of Assignor in and to all rents, issues and profits of the Property, including but not limited to all right, title and interest of Assignor, in and to all leases of all or of portions of the Property, including those as may be listed in Exhibit "B" attached hereto and made a part hereof and any leases which may have been heretofore or may be hereafter entered into for all or any portion of the Property (hereinafter referred to as the "Leases"), and any and all extensions and renewals thereof, and including any security deposits or interests therein now or hereafter held by Assignor and the benefit of any guarantees executed in connection with any of the Leases. This Assignment is absolute and is effective immediately; provided, however, that until notice is sent by Assignee to Assignor in writing that an Event of Default has occurred under the Note or under any other Loan Document (each such notice is hereinafter referred to as the "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the Property. The security of this Assignment is and shall be primary and on a parity with the Property conveyed by the Mortgage, and not secondary. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents to secure said indebtedness contained in the Mortgage or in any other Loan Document.

2. Representations and Warranties. Assignor represents and warrants to Assignee, that: (i) there is no lease in effect with respect to the Property which is not listed on the aforesaid Exhibit "B"; (ii) it has made no prior assignment or pledge of the rents assigned hereby or of the Assignor's interest in any of the Leases; (iii) no default exists in any of the Leases and there exists no state of facts which, with the giving of Notice or lapse of time or both, would constitute a default under any of the Leases; (iv) none of the Leases have been modified or extended except as may be noted in Exhibit "B"; (v) Assignor is the sole owner of the lessor's interest in the Leases; (vi) the Leases are valid and enforceable in accordance with their terms and (vii) no prepayment of any installment of rent for more than one (1) month due under any of the Leases has been received by Assignor.

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3. Negative Covenants of Assignor. Assignor will not, without Assignee's prior written consent: (i) execute an assignment or pledge of the rents from the Property or any part thereof, or of Assignor's interest in any of the Leases, except to Assignee; or (ii) modify, extend or otherwise alter the material terms of any of the Leases or of any guarantees of any of the Leases; or (iii) accept prepayments of any installments of rents to become due under any of the Leases for more than one (1) month; or (iv) execute any lease of all or any portion of the Property; or (v) in any manner impair the value of the Property; or (vi) permit the Leases to become subordinate to any lien other than a lien created by the Loan Documents or a lien for general real estate taxes not delinquent; or (vii) consent to any assignment of any Leases or any subletting thereunder.

4. Affirmative Covenants of Assignor. Assignor will at its sole cost and expense: (i) fulfill and perform each and every covenant and condition of each of the Leases by the lessor thereunder to be fulfilled or performed; (ii) enforce or secure the performance of all of the material covenants, conditions and agreements of the Leases on the part of the lessees to be kept and performed; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of Assignor, as lessor, and of the lessees thereunder, and pay all costs and expenses of Assignee, including reasonable attorneys' fees in any such action or proceeding in which Assignee may appear; (iv) transfer and assign to Assignee any and all Leases subsequently entered into, upon the same terms and conditions as are herein contained, and make, execute and deliver to Assignee upon demand any and all instruments required to effectuate said assignment; (v) furnish to Assignee, within ten (10) days after a request by Assignee to do so, a written statement containing the names of all lessees of the Property or any part thereof, the terms of their respective Leases, the spaces occupied and the rentals payable thereunder; (vi) exercise within five (5) days of the demand therefor by Assignee any right to request from the lessee under any of the Leases a certificate with respect to the status thereof; (vii) furnish Assignee promptly with copies of any notices of default which Assignor may at any time forward to any lessee of the Property or any part thereof; (viii) pay immediately upon demand all sums expended by Assignee under the authority hereof, together with interest thereon at the Default Rate provided in the Note; and (ix) furnish loss of rents insurance in accordance with the provisions of the Mortgage.

5. Agreement of Assignor.

A. Should Assignor fail to make any payment or to do any act as herein provided for, then Assignee, but without obligation so to do, and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as Assignee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of Assignor in the Leases contained, and in exercising any such powers to incur and pay necessary costs and expenses, including attorneys' fees, all at the expense of Assignor.

B. This Assignment shall not operate to place responsibility for the control, management, care and/or repair of the Property upon Assignee and Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Leases, or under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases, except any such claims or

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demands resulting from the acts or actions of Assignee. Should Assignee incur any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and attorneys' fees, shall be secured hereby, and Assignor shall reimburse Assignee therefor with interest at the default rate provided in the Note immediately upon demand.

C. Nothing herein contained shall be construed as constituting Assignee a "Mortgagee in possession" in the absence of the taking of actual possession of the Property by Assignee, pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.

D. A demand on any lessee by Assignee for the payment of the rent on any default claimed by Assignee shall be sufficient warrant to the lessee to make future payment of rents to Assignee without the necessity for further consent by Assignor.

E. Assignor does further specifically authorize and instruct each and every present and future lessee of the whole or any part of the Property to pay all unpaid rental agreed upon in any tenancy to Assignee upon receipt of demand from Assignee to pay the same, and Assignor hereby waives the right, claim or demand it may now or hereafter have against any such lessee by reason of such payment of rental to Assignee or compliance with other requirements of Assignee pursuant to this Assignment.

F. Upon issuance of a deed or deeds pursuant to a foreclosure of the Mortgage, all right, title and interest of Assignor in and to the Leases shall, by virtue of this instrument, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by Assignor. Assignor hereby irrevocably appoints Assignee and its successors and assigns, as its agent and attorney-in-fact, to execute all instruments of assignment for further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose.

G. Any amounts received by Assignor or its agents for performance of any actions prohibited by the terms of this Assignment, including any amounts received in connection with any cancellation, modification, or amendment of any of the Leases prohibited by the terms of this Assignment and any amounts received by Assignor as rents, income, issues, or profits from the Property from and after the date of any default or Event of Default under the Note or under any of the Loan Documents, which default or Event of Default shall not have been cured within the time periods, if any, expressly established therefor, shall be held by Assignor as trustee for Assignee and all such amounts shall be accounted for to Assignee and shall not be commingled with other funds of Assignor. Any person acquiring or receiving all or any portion of such trust funds shall acquire or receive the same in trust for Assignee as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith; by way of example and not of limitation, such notice may be given by an instrument recorded with the Recorder of Deeds of the county in which the Property is located stating that Assignor has received or will receive such amounts in trust for Assignee.

H. Assignor hereby irrevocably appoints Assignee as its true and lawful attorney with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor, from and after the service of the Notice of any default or Event of Default under the Note or under any of the Loan Documents, which default or Event of Default shall not have been cured within the time periods, if any, expressly established therefor, to demand, collect, receive and give complete acquittance for any and all rents, income and profits accruing from the Property, and at Assignee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, in its own name or

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otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits and lessees of the Property are hereby expressly authorized and directed to pay any and all amounts due Assignor pursuant to the Leases directly to Assignee or such nominee as Assignee may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Assignor in respect of all payments so made.

I. In the event any lessee under the Leases should be the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state, or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Assignor covenants and agrees that if any of the Leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Assignee. Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which will be applied to whatever portion of the indebtedness secured by this Assignment Assignee may elect.

6. Default. Upon, or at any time after, default in the payment of any indebtedness secured hereby or in the performance of any other obligation, covenant, or agreement herein or default or Event of Default under the Note or under any of the Loan Documents, Assignee may, at its option, from and after the Notice and expiration of applicable period of grace, if any, and without regard to the adequacy of the security for the indebtedness hereby secured, either in person, or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, manage and operate the Property or any part thereof; and do any acts which Assignee deems proper to protect the security hereof; and, either with or without taking possession of the Property, in the name of Assignor or in its own name sue for or otherwise collect and receive such rents, issues, profits, and advances, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including, but not being limited to, attorneys' fees, management fees and broker's commissions, upon any indebtedness secured hereby, and in such order as Assignee may determine. Assignee reserves, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted, and shall not be accountable for more monies than it actually receives from the Property. The entering upon and taking possession of the Property or the collection of such rents, issues, profits and advances and the application thereof, as aforesaid, shall not cure or waive any default under the Loan Documents or the Note. Assignor agrees that it will facilitate in all reasonable ways Assignee's collection of said rents, and will, upon request by Assignee, promptly execute a written notice to each lessee directing the lessee to pay rent to Assignee.

7. Assignee's Right to Exercise Remedies. No remedy conferred upon or reserved to Assignee herein or in the Loan Documents or the Note or in any other agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy, and all representations herein and in the Note or the Loan Documents, contained shall be cumulative and concurrent, and shall be in addition to every other remedy given hereunder and thereunder or now or hereafter existing at law or in equity or by statute. The remedies may be pursued singly, successively or together against Assignor and/or the Property at the sole discretion of Assignee. No delay or omission of Assignee to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquiescence therein, and every power and remedy given by this Assignment to Assignee may be exercised from time to time as often as may be deemed expedient by Assignee.

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8. Defeasance. As long as Assignor shall not have defaulted in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant, or agreement herein, or in the Note or Loan Documents, Assignor shall have the right to collect upon, but not prior to accrual, all rents, issues, profits and advances from the Property and to retain, use and enjoy the same. Upon the payment in full of all indebtedness secured hereby and the compliance with all obligations, covenants and agreements herein and in the Note and the Loan Documents, this Assignment shall become and be void and of no effect, but the affidavit of any officer of Assignee showing any part of said indebtedness remaining unpaid or showing non-compliance with any such terms or conditions shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person may and is hereby authorized to rely thereon.

9. Miscellaneous.

A. This Assignment may not be modified, amended, discharged or waived orally, except by an agreement in writing and signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought.

B. The covenants of this Assignment shall bind Assignor, the successors and assigns of Assignor, all present and subsequent encumbrances, lessees and sub-lessees of the Property or any part thereof, and shall inure to the benefit of Assignee, its successors and assigns.

C. As used herein the singular shall include the plural as the context requires, and all obligations of each Assignor shall be joint and several.

D. The article headings in this instrument are used for convenience in finding the subject matters, and are not to be taken as part of this instrument, or to be used in determining the intent of the parties or otherwise in interpreting this instrument.

E. In the event any one or more of the provisions contained in this Assignment or in the Note or in the Loan Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or un-enforceability shall, at the option of Assignee, not affect any other provision of this Assignment, but this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

F. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Property is located.

G. All notices, demands and requests given hereunder by Assignor or Assignee, shall be in writing and shall be by: (a) hand delivery to the address for notices; or (b) delivery by overnight courier service to the address for notices; or (c) by certified mail, return receipt requested, addressed to the address for notices by United States mail, postage prepaid. All notices shall be deemed received upon the earliest to occur of: (i) the hand delivery of such notice to the address for notices; or (ii) one day after the deposit of such notice with any overnight courier service addressed to the address for notices; or (iii) three days after depositing the notice in the United States mail as set forth in (c) above. All notices shall be addressed to the following addresses:

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Assignor: MARQUETTE BANK
a/t/u Trust No. 13696
6155 S. Pulaski Road
Chicago, IL 60629
Attn: Land Trust Department

With a copy to: Thomas E. Johnson, Esq.
JOHNSON, JONES, SNELLING, GILBERT & DAVIS
36 S. Wabash Avenue
Suite 1310
Chicago, IL 60603

Assignee: MARQUETTE BANK
10000 West 151st Street
Orland Park, IL 60462
Attention: Christine Brown-Karoubas

With a copy to: Edward J. Grzelakowski, Esq.
KEMP & GRZELAKOWSKI, LTD.
1900 Spring Road, Suite 500
Oak Brook, IL 60523

or to such other person or at such other place as any party hereto may by notice designate as a place for service of notice.

H. The terms "Assignor" and "Assignee" shall be construed to include the personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by the day and year first above written.

**MARQUETTE BANK, not personally,
but solely as Trustee under Trust
Agreement dated May 30, 1996 and
known as Trust No. 13696**

By: 
Name: _____
Title: ADJUTANT VICE PRESIDENT

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STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

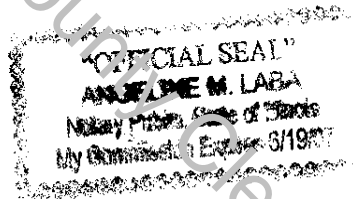
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that _____, _____ ~~President~~ of MARQUETTE BANK, and _____, _____ ~~Secretary of said Bank~~ are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that 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 _____ Secretary then and there acknowledged that _____, as Custodian of the seal of said Bank, did affix the seal to 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 purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of MAR 30 2006, 2006.

My Commission Expires:

6/19/2007

Angeline M. Laba
NOTARY PUBLIC



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EXHIBIT "A"

LEGAL DESCRIPTION

**PARCEL 1:
(1504 MINER STREET)**

LOT 62, (EXCEPT THE SOUTHEASTERLY 32.1 FEET MEASURED ALONG THE NORTHEASTERLY LINE OF MINER STREET), AND PART OF LOT 63, (EXCEPT THE NORTHERLY 8 FEET OF THE SAID LOTS TAKEN FOR ALLEY), WHICH LIES SOUTHEASTERLY OF A LINE, DRAWN FROM A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 63, WHICH IS 20.21 FEET NORTHWESTERLY FROM THE SOUTHWESTERLY CORNER, TO A POINT IN THE SOUTHWESTERLY LINE OF THE ALLEY, WHICH IS 20.3 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY LINE OF THE SAID LOT, (MEASURED ALONG THE WESTERLY LINE OF THE SAID ALLEY), IN THE ORIGINAL TOWN OF RAND, IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 1504 MINER STREET, DES PLAINES, ILLINOIS

P.I.N.: 09-17-415-025-0000

**PARCEL 2A:
(3931 S. LEAVITT)**

ALL THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

BEGINNING AT A POINT IN THE LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6, FROM A POINT WHICH IS 1180.80 FEET WEST OF THE NORTHEAST CORNER THEREOF WHICH POINT OF BEGINNING IS 348.00 SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE CONTINUING SOUTH ON SAID SOUTH LINE WHICH IS DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 26.20 FEET TO A POINT; THENCE SOUTHWESTERLY ON A CURVED LINE TANGENT TO THE LAST DESCRIBED LINE AND CONVEX TO THE SOUTHEAST WITH A RADIUS OF 258.50 FEET TO ITS INTERSECTION WITH A LINE 533.0 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE CONTINUING SOUTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTH EAST WITH A RADIUS OF 258.50 FEET TO ITS INTERSECTION WITH A LINE 573 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, SAID POINT OF INTERSECTION BEING 1272.5 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE WESTERLY ALONG SAID LINE 573 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, TO ITS INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF

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THE NORTHWEST 1/4 OF SAID SECTION 6 FROM A POINT THEREIN 1312.30 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE NORTHERLY ON SAID LAST DESCRIBED LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 225.0 FEET TO ITS INTERSECTION WITH A LINE 348.0 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE EASTERLY ALONG THE LAST DESCRIBED LINE A DISTANCE OF 131.5 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 2B:

ALL THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 33.00 FEET SOUTH OF THE NORTH LINE AND 1312.30 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE SOUTHERLY ON A STRAIGHT LINE AT RIGHT ANGLES TO THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6 A DISTANCE OF 540.00 FEET TO A POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 573.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE WESTERLY ALONG LAST DESCRIBED PARALLEL LINE A DISTANCE OF 50.00 FEET TO A POINT OF INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6; SAID POINT BEING 1362.30 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE NORTHERLY ALONG SAID LAST DESCRIBED LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 6 A DISTANCE OF 548.00 FEET TO A POINT OF INTERSECTION WITH A LINE 33.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 6; THENCE EASTERLY ALONG LAST DESCRIBED LINE A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ADDRESS 3931 S. LEAVITT, CHICAGO, ILLINOIS

P.I.N.: 20-06-100-019-0000
20-06-100-009-0000
20-06-100-099-0000

PARCEL 3: (3215 N. SHEFFIELD)

LOT 71 IN THE RESUBDIVISION OF BLOCK 2 IN HAMBLETON, WESTON AND DAVIS SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 4:
(3211-13 N. SHEFFIELD)

LOTS 72 AND 73 IN THE RESUBDIVISION OF BLOCK 2 IN HAMBLETON, WESTON AND DAVIS SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 49 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL, MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 3215 N. SHEFFIELD AND 3211-13 N. SHEFFIELD
CHICAGO, ILLINOIS

P.I.N.: 14-20-425-010-0000
14-20-425-011-0000

PARCEL 5:
(848 W. MADISON)

LOTS 8 AND 9 IN THE SUBDIVISION OF LOTS 10, 11, 12, 13, 14 AND 15 (AND ALLEY BETWEEN SAID LOTS) IN BLOCK 3 OF THE SUBDIVISION OF BLOCKS 2, 3 AND 4 IN FORCE'S SUBDIVISION OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:
(850 W. MADISON)

LOT 10 IN SUBDIVISION OF LOTS 10 TO 15 AND THE ALLEY BETWEEN SAID LOTS IN BLOCK 3 OF THE SUBDIVISION OF BLOCKS 2, 3 AND 4 IN FORCE'S SUBDIVISION OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 848 & 850 W. MADISON, OAK PARK, ILLINOIS

P.I.N.: 16-07-326-018-0000
16-07-326-019-0000
16-07-326-017-0000

PARCEL 7:
(6935 N. SHERIDAN)

LOT 69 IN W. D. PRESTON'S SUBDIVISION OF BLOCKS 4, 8 AND 9 TOGETHER WITH LOT 1 IN BLOCK 7 IN CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE NORTHWEST 1/4 IN THE NORTH EAST FRACTIONAL 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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**PARCEL 8:
(6935 N. SHERIDAN)**

LOTS 67 AND 68 IN W. D. PRESTON'S SUBDIVISION OF BLOCKS 4, 8 AND 9 TOGETHER WITH LOT 1 IN BLOCK 7 IN CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE NORTHWEST 1/4 IN THE NORTH EAST FRACTIONAL 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 9:
(FARWELL PARKING LOT)**

THE NORTH 65 FEET OF LOTS 74 AND 75 IN W. D. PRESTON'S SUBDIVISION OF BLOCKS 4, 8 AND 9 WITH LOT 1 IN BLOCK 7 IN CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHEAST FRACTIONAL 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 6935 N. SHERIDAN AND FARWELL PARKING LOT

P.I.N.: 11-32-201-002-0000
11-32-201-001-0000
11-32-201-031-0000

**PARCEL 10:
(1936 W. AUGUSTA BLVD)**

LOTS 9, 10, 11 AND 12 IN WEBB'S SUBDIVISION OF LOT 4 IN SUPERIOR COURT COMMISSIONER'S PARTITION OF THE WEST 1/2 OF BLOCK 3 IN COCHRAN AND OTHERS' SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 17-06-413-041-0000

**PARCEL 11:
(1419 W. TAYLOR)**

LOT 7 IN THOMAS STINSON'S SUBDIVISION OF BLOCK 48 IN CANAL TRUSTEE'S SUBDIVISION IN THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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**PARCEL 12:
(1422 W. FILLMORE)**

LOT 33 IN THOMAS STINSON'S SUBDIVISION OF BLOCK 48 IN CANAL TRUSTEE'S SUBDIVISION IN THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 13:
(1418 W. FILLMORE)**

LOT 34 IN THOMAS STINSON'S SUBDIVISION OF BLOCK 48 IN CANAL TRUSTEE'S SUBDIVISION IN THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 1419 W. TAYLOR AND 1418 & 1422 W. FILLMORE, CHICAGO, ILLINOIS

P.I.N.: 17-17-325-014-0000
17-17-325-031-0000
17-17-325-032-0000

**PARCEL 14:
(3877 N. ELSTON)**

LOTS 25, 26 AND 27 IN BLOCK 1 IN BIKERDIKE'S ADDITION TO IRVING PARK, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THAT PART LYING SOUTH OF ELSTON AVENUE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 3877 N. ELSTON, CHICAGO, ILLINOIS

P.I.N.: 13-23-201-022-0000
13-23-201-023-0000
13-23-201-024-0000

**PARCEL 15:
(11050-60 S. WESTERN)**

ALL OF LOTS 22, 23 AND 24 AND THE EAST 93.08 FEET OF THE NORTH 41.91 FEET OF LOTS 25, 26, 27 AND 28, TAKEN AS A TRACT, ALL IN SOUTH TOWN, A RESUBDIVISION OF LOTS 1 TO 9 AND 16 TO 24 IN BLOCK 1, LOTS 1 TO 9 AND 16 TO 24 IN BLOCK 2, LOTS 1 TO 32 IN BLOCK 3, LOTS 1 TO 28 IN BLOCK 4, LOTS 5 TO 28 IN BLOCK 5, LOTS 1 TO 32 IN BLOCK 6, LOTS 7 TO 19 IN BLOCK 8, IN FIREMAN'S

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INSURANCE CO.'S ADDITION TO MORGAN PARK IN THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 11060 S. WESTERN, CHICAGO, ILLINOIS

P.I.N.: 24-13-431-036-0000
24-13-431-037-0000
24-13-431-043-0000

PARCEL 16:
(6616 W. 95TH STREET)

THE SOUTH 280 FEET OF THE WEST 1/2 OF BLOCK 2 IN FREDERICK H. BARTLETT'S 95TH STREET ACRES BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE EAST 1/2 OF VACATED SOUTH NATOMA AVENUE LYING WEST AND ADJOINING TO SAID SOUTH 280 FEET, IN COOK COUNTY, ILLINOIS.

ADDRESS: 6616 W. 95TH STREET, OAK LAWN, ILLINOIS

P.I.N.: 24-06-423-006-0000

PARCEL 17:
(43 DUNDEE ROAD)

LOT 2 IN DUNDEE-WOLF SUBDIVISION OF LOTS 3 AND 4 IN LYNCH'S RESUBDIVISION IN WHEELING, IN SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 43 DUNDEE ROAD, WHEELING, ILLINOIS

P.I.N.: 03-02-416-006-0000

PARCEL 18:
(1424-30 W. FILLMORE STREET)

LOTS 30 THROUGH 32 BOTH INCLUSIVE IN THOMAS STINSON'S SUBDIVISION OF BLOCK 48 OF CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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ADDRESS: 1424-30 W. FILLMORE STREET, CHICAGO, ILLINOIS

P.I.N.: 17-17-325-028
17-17-325-029
17-17-325-030

PARCEL 19:
(1455 RING ROAD, CALUMET CITY)

LOT 10 IN THE RESUBDIVISION OF LOT 2 IN RIVER OAKS WEST UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEAST OF THE PITTSBURGH, CINCINNATI, CHICAGO AND ST. LOUIS RAILROAD (EXCEPTING FROM SAID LOT 2 THAT PART TAKEN FOR RIGHT OF WAY SUBDIVISION RECORDED AUGUST 9, 1973 AS DOCUMENT NUMBER 22433855), ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 16, 1974, AS DOCUMENT NUMBER 22596794, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 19A:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS TO AND FROM PARCEL 19 TO RING ROAD FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTION AGREEMENT RECORDED JULY 26, 1976 AS DOCUMENT NUMBER 23573374 OVER THE FOLLOWING DESCRIBED LAND: OUTLOT "A" IN THE RESUBDIVISION OF LOT 2 IN RIVER OAKS WEST UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEAST OF THE PITTSBURGH, CINCINNATI, CHICAGO AND ST. LOUIS RAILROAD (EXCEPTING FROM SAID LOT 2 THAT PART TAKEN FOR RIGHT OF WAY SUBDIVISION RECORDED AUGUST 9, 1973 AS DOCUMENT NUMBER 22433855), ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 16, 1974, AS DOCUMENT NUMBER 22596794, ALL IN COOK COUNTY, ILLINOIS.

ADDRESS: 1455 RING ROAD, CALUMET CITY, ILLINOIS

P.I.N.: 29-24-200-021-0000

PARCEL 20:
(17500 DIXIE HIGHWAY, HOMEWOOD)

A TRIANGULAR TRACT OF LAND IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH WESTERLY OF A LINE 66 FEET NORTH WESTERLY FROM NORTH WESTERLY LINE OF RIGHT OF WAY OF ILLINOIS CENTRAL RAILROAD AND NORTHEASTERLY OF VINCENNES ROAD AND SOUTH OF NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 31 AFORESAID; EXCEPT THAT PART TAKEN BY THE

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DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS UNDER CASE NUMBER 99 L 50814 DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31 WITH THE SOUTHERLY RIGHT OF WAY LINE OF GOVERNOR'S HIGHWAY ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 8, 1950 AS DOCUMENT 14870636 AND CONDEMNED BY COURT CASE NO. 37 C 10240; THENCE SOUTHERLY 10.232 METERS (33.57 FEET) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 91.440 METERS (300.00 FEET), THE CHORD OF SAID CURVE BEARS ON AN ASSUMED BEARING OF SOUTH 7 DEGREES 42 MINUTES 28 SECONDS WEST, 10.226 METERS (33.55 FEET); THENCE SOUTHERLY 18.293 METERS (60.02 FEET) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 224.766 METERS (737.42 FEET), THE CHORD OF SAID CURVE BEARS SOUTH 12 DEGREES 42 MINUTES 24 SECONDS EAST, 18.288 METERS (60.00 FEET) TO THE EASTERLY RIGHT OF WAY LINE OF DIXIE HIGHWAY (VINCENNES ROAD) ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 8, 1950 AS DOCUMENT 14870636 AND CONDEMNED BY COURT CASE 37 C 010240; THENCE NORTH 24 DEGREES 43 MINUTES 50 SECONDS WEST ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF DIXIE HIGHWAY (VINCENNES ROAD) A DISTANCE OF 27.432 METERS (90.00 FEET) TO THE SOUTHERLY RIGHT OF WAY LINE OF GOVERNOR'S HIGHWAY AS DOCUMENT 14870636 AND CONDEMNED BY COURT CASE 37 C 10420; THENCE EASTERLY 9.340 METERS (30.64 FEET) ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF GOVERNOR'S HIGHWAY ON A CURVE TO THE LEFT HAVING A RADIUS OF 323.549 METERS (1061.51 FEET), THE CHORD OF SAID CURVE BEARS NORTH 70 DEGREES 53 MINUTES 19 SECONDS EAST, 9.340 METERS (30.64 FEET) TO THE PLACE OF BEGINNING.

PARCEL 21:

THAT PART OF THE EAST 1/2 OF VINCENNES ROAD WHICH LIES IMMEDIATELY WEST OF AND ADJOINING ABOVE-DESCRIBED PREMISES; ALL IN COOK COUNTY, ILLINOIS.

ADDRESS: 17501 DIXIE HIGHWAY, HOMEWOOD, ILLINOIS

P.I.N.: 29-31-200-001-0000

PARCEL 22:

(9156 S. STONY ISLAND, CHICAGO)

LOTS 17, 18, 19, 20, 21, 22 AND 23 IN BLOCK 1 IN CALUMET AND CHICAGO CANAL AND DOCK CO'S SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST AND NORTH OF RAILROAD, IN COOK COUNTY, ILLINOIS.

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ADDRESS: 9156 S. STONY ISLAND, CHICAGO, ILLINOIS

P.I.N.: 25-02-405-036-0000
25-02-405-037-0000
25-02-405-038-0000
25-02-405-039-0000
25-02-405-040-0000
25-02-405-041-0000
25-02-405-042-0000

PARCEL 23:
(2416 WEST 111TH STREET, CHICAGO)

LOT 31 (EXCEPT THE EAST 8 FEET 1 INCH THEREOF) AND ALL OF LOTS 32, 33, AND 34 IN SOUTHTOWN, A RESUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 27, 1926 AS DOCUMENT 9255323, IN COOK COUNTY, ILLINOIS.

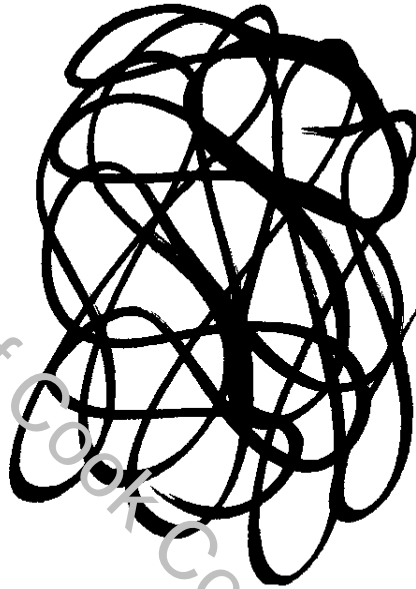
ADDRESS: 2416 WEST 111TH STREET, CHICAGO, ILLINOIS

P.I.N.: 24-13-431-038-0000

UNOFFICIAL COPY

EXHIBIT "B"

LEASES



Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "B"

LEASES

1. Property Lease dated January 1, 2006 between Toia and Leona's for property commonly known as 1419 W. Taylor Street, Chicago, Illinois, 60607, commencing January 1, 2006 and extending for 15 years.
2. Property Lease dated January 1, 2006 between Toia and Leona's for property commonly known as 1936 W. Augusta Blvd., Chicago, Illinois, 60622, commencing January 1, 2006 and extending for 15 years.
3. Property Lease dated January 1, 2006 between Toia and Leona's for property commonly known as 11060 S. Western Avenue, Chicago, Illinois, 60643, commencing January 1, 2006 and extending for 15 years.
4. Property Lease dated January 1, 2006 between Toia and Leona's for property commonly known as 1455 Ring Road, Calumet City, Illinois, 60409, commencing January 1, 2006 and extending for 15 years.
5. Property Lease dated January 1, 2006 between Toia and Leona's for property commonly known as 1504 Minor Street, Des Plaines, Illinois, 60016, commencing January 1, 2006 and extending for 15 years.
6. Property Lease dated January 1, 2006 between Toia and Leona's for property commonly known as 3877 N. Elston Avenue, Chicago, Illinois, 60618, commencing January 1, 2006 and extending for 15 years.
7. Property Lease dated January 1, 2006 between Toia and Leona's for property commonly known as 17501 Dixie Highway, Homewood, Illinois, 60430, commencing January 1, 2006 and extending for 15 years.
8. Property Lease dated January 1, 2006 between Toia and Leona's for property commonly known as 3931 S. Leavitt, Chicago, Illinois, 60609, commencing January 1, 2006 and extending for 15 years.
9. Property Lease dated January 1, 2006 between Toia and Leona's for property commonly known as 6616 W. 95th Street, Oak Lawn, Illinois, 60453, commencing January 1, 2006 and extending for 15 years.
10. Property Lease dated January 1, 2006 between Toia and Leona's for property commonly known as 848 W. Madison Street, Oak Park, Illinois, 60302, commencing January 1, 2006 and extending for 15 years.
11. Property Lease dated January 1, 2006 between Toia and Leona's for property commonly known as 3215 N. Sheffield, Chicago, Illinois, 60657, commencing January 1, 2006 and extending for 15 years.
12. Property Lease dated January 1, 2006 between Toia and Leona's for property commonly known as 6935 N. Sheridan Road, Chicago, Illinois, 60626, commencing January 1, 2006 and extending for 15 years.
13. Property Lease dated January 1, 2006 between Toia and Leona's for property commonly known as 9156 S. Stony Island, Chicago, Illinois, 60617, commencing January 1, 2006 and extending for 15 years.