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1999-11-10 10:43:01
Cook County Recorder 43.50



09061495



AFTER RECORDING MAIL TO:

Benjamin S. Cohen (99-000715)
LandAmerica National Commercial Services
888 West Sixth Street, 4th Floor
Los Angeles, CA 90017

THIS INSTRUMENT HAS
BEEN PREPARED BY:

Kutak Rock
Sixteenth Floor
3300 North Central Avenue
Phoenix, AZ 85012

THIS DOCUMENT IS
TO BE RETURNED TO:

FFCA Acquisition Corporation
17207 North Perimeter Drive
Scottsdale, AZ 85255

Tax Parcel Identification No. 32-32-214-044
Address of Property: 3231 Chicago Road, South Chicago Heights, IL

This instrument is exempt from all transfer and recordation tax, stamp tax, sales and use tax and similar taxes by operation of 11 U.S.C. §1146(c) and in accordance with that certain Order dated August 18, 1999 confirming Debtors' Amended Joint Plan of Reorganization, as entered in the case styled In re: Long John Silver's Restaurants, Inc., et al. (case nos. 98-1164, 98-1169 (MFW)) in the United States Bankruptcy Court for the District of Delaware.

MEMORANDUM OF MASTER LEASE

THIS MEMORANDUM OF MASTER LEASE (this "Memorandum") is executed effective as of September 1, 1999 (the "Effective Date"), by and between LOJON PROPERTY LLC, a Delaware limited liability company ("Lessor"), whose address is c/o U.S. Realty Advisors, LLC, 1370 Avenue of the Americas, New York, New York 10019, and LONG JOHN SILVER'S, INC., a Delaware corporation ("Lessee"), whose address is P.O. Box 11988, Lexington, Kentucky 40579-1988.

01-209760.01
FFCA No. 8000-3300
Contract No. 3079
Unit No. 3179
South Chicago Heights, IL

99-04406, 5067

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PRELIMINARY STATEMENT:

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Lessor and Lessee entered into that certain master lease (the "Master Lease") dated as of the Effective Date, the terms, provisions and conditions of which are incorporated herein by this reference to the same extent as if recited in their entirety herein, whereby Lessor has leased to Lessee, and Lessee has rented and leased from Lessor, on and subject to the terms, provisions and conditions of the Master Lease, the properties described by address, Lessor Number and Unit Number on Exhibit A attached hereto (collectively, the "Properties"), including, without limitation, the real property or properties, together with all buildings, structures, fixtures and improvements now or hereafter located thereon, described more particularly in the legal description or descriptions attached hereto as Exhibit A-1 and incorporated herein by this reference. Unless otherwise expressly provided herein, all defined terms used in this Memorandum shall have the same meanings as are ascribed to such terms in the Master Lease.

NOW, THEREFORE, Lessor and Lessee hereby make specific reference to the following terms, provisions and conditions of the Master Lease:

1. In consideration of the rentals and other sums to be paid by Lessee and of the other terms, covenants and conditions on Lessee's part to be kept and performed pursuant to the Master Lease, Lessor leases to Lessee, and Lessee takes and hires, all of the Properties. The term of the Master Lease commences as of the Effective Date and expires on September 30, 2019, unless extended as provided below or terminated sooner as provided in the Master Lease.

2. Subject to the terms and conditions of the Master Lease, Lessee has a right to extend the term of the Master Lease for up to four additional successive periods of five (5) years each. Lessee shall exercise the four extension options by giving notice to Lessor of Lessee's intention to do so not more than 420 days or less than 360 days prior to the originally scheduled expiration date of the Lease Term or the expiration of the first, second or third extension of the Lease Term, as applicable.

3. NOTICE IS HEREBY GIVEN THAT, EXCEPT AS OTHERWISE CONSENTED TO BY LESSOR PURSUANT TO THE MASTER LEASE, LESSEE IS NOT AUTHORIZED TO PLACE OR ALLOW TO BE PLACED ANY LIEN, MORTGAGE, DEED OF TRUST OR ENCUMBRANCE OF ANY KIND UPON ALL OR ANY OF THE PROPERTIES OR LESSEE'S LEASEHOLD INTEREST THEREIN AND ANY SUCH PURPORTED TRANSACTION SHALL BE VOID. FURTHERMORE, ANY SUCH PURPORTED TRANSACTION SHALL BE DEEMED TO CONSTITUTE TORTIOUS INTERFERENCE WITH LESSOR'S RELATIONSHIP WITH LESSEE AND LESSOR'S FEE OWNERSHIP OF THE PROPERTIES.

4. Notice is hereby given that except as otherwise permitted by the Master Lease, Lessee may not assign its interest in the Master Lease or sublet any Property in any manner whatsoever without the prior written consent of Lessor, which consent shall not be unreasonably withheld. ANY SUCH PURPORTED TRANSACTION WHICH IS NOT

OTHERWISE PERMITTED BY THE MASTER LEASE OR OTHERWISE APPROVED BY LESSOR SHALL BE VOIDABLE AT THE SOLE OPTION OF LESSOR.

5. Any addition to or alteration of any of the Properties shall automatically be deemed part of such Property and belong to Lessor.

6. Unless the mortgagee, trustee or holder under any mortgage, trust deed or deed to secure debt (the "Mortgage Instruments"), as applicable, now or hereafter placed upon any of the Properties by Lessor elects otherwise by notice given to Lessee, the Master Lease at all times shall automatically be subordinate to the liens of any and all Mortgage Instruments now or hereafter placed upon any of the Properties by Lessor, BUT ONLY UPON THE CONDITION THAT, SO LONG AS NO EVENT OF DEFAULT HAS OCCURRED AND IS CONTINUING UNDER THE MASTER LEASE, LESSEE SHALL HAVE THE RIGHT TO REMAIN IN POSSESSION OF THE PROPERTIES UNDER THE TERMS OF THE MASTER LEASE WITHOUT DISTURBANCE, NOTWITHSTANDING ANY DEFAULT IN ANY OR ALL OF SUCH MORTGAGE INSTRUMENTS, OR ANY EXERCISE BY SUCH MORTGAGEE, TRUSTEE OR HOLDER OF ANY RIGHTS AND REMEDIES UNDER SUCH MORTGAGE INSTRUMENTS, OR AFTER FORECLOSURE THEREOF OR AFTER THE DELIVERY OF A DEED OR OTHER CONVEYANCE TO SUCH MORTGAGEE, TRUSTEE OR HOLDER (OR TO ITS OR THEIR DESIGNEE OR NOMINEE) IN LIEU OF ANY OF THE FOREGOING. Although this provision shall be deemed to be effective and self operative without the need for any further instruments or documents, Lessor and Lessee covenant and agree to execute and deliver or to cause to be executed and delivered, such further documents or instruments as may be reasonably requested by Lessor, Lessee or any such mortgagees, trustees (or beneficiary thereof) or holders, confirming such subordination and nondisturbance.

7. A. Lessor and Lessee intend that:

(i) the Master Lease constitutes a single master lease of all, but not less than all, of the Properties and that Lessor and Lessee have executed and delivered the Master Lease with the understanding that the Master Lease constitutes a unitary, unseverable instrument pertaining to all, but not less than all, of the Properties, and that neither the Master Lease nor the duties, obligations or rights of Lessee may be allocated or otherwise divided among the Properties by Lessee;

(ii) the Master Lease is a "true lease," which as used herein means that the Master Lease is not a financing lease, capital lease, mortgage, equitable mortgage, deed of trust, trust agreement, security agreement or other financing or trust arrangement, and the economic realities of the Master Lease are those of a true lease; and

(iii) the business relationship created by the Master Lease and any related documents is solely that of a long-term commercial lease between landlord and

tenant and has been entered into by both parties in reliance upon the economic and legal bargains contained therein.

B. Lessor and Lessee waive any claim or right they may have to claim that the Master Lease is or should be characterized as anything other than a true lease. Further, Lessee waives any defense it has or may have that the Master Lease is or should be characterized as anything other than a true lease, and Lessor and Lessee stipulate and agree not to challenge the validity, enforceability or characterization of the lease of the Properties as a true lease and further stipulate and agree that nothing contained in the Master Lease creates or is intended to create a joint venture, partnership (either de jure or de facto), equitable mortgage, trust, financing device or arrangement, security interest or the like. Lessor and Lessee shall support the intent of the parties that the lease of the Properties pursuant to the Master Lease is a true lease and does not create a joint venture, partnership (either de jure or de facto), equitable mortgage, trust, financing device or arrangement, security interest or the like, if, and to the extent that, any challenge occurs.

C. Lessor and Lessee waive any claim or right they may have to claim that the Master Lease is or should be characterized as anything other than a master lease of all of the Properties. Further, Lessee waives any defense it has or may have that the Master Lease is or should be characterized as anything other than a master lease of all of the Properties, and Lessor and Lessee stipulate and agree not to challenge the validity, enforceability or characterization of the lease of the Properties as a unitary, unseverable instrument pertaining to the lease of all, but not less than all, of the Properties. Lessor and Lessee shall support the intent of the parties that the Master Lease is a unitary, unseverable instrument pertaining to the lease of all, but not less than all, of the Properties.

D. The expressions of intent set forth in this Section are a material inducement to Lessor and Lessee entering into the Master Lease.

8. Original copies of the Master Lease are in the possession of Lessor and Lessee. The Master Lease contains other terms not herein set forth but which are incorporated by reference herein for all purposes, and this Memorandum is executed for the purpose of placing parties dealing with the Properties on notice of the existence of the Master Lease and, where appropriate, its contents, and shall ratify and confirm all other terms of the Master Lease as fully as if the same had been set forth herein. Additional information concerning the terms of the Master Lease can be obtained from Lessor or Lessee at the addresses set forth above.

9. This Memorandum is intended for recording purposes only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Master Lease in any respect. The terms and conditions of the Master Lease shall control notwithstanding that the terms and conditions of the Master Lease may be inconsistent or vary from those set forth in this Memorandum.

10. Lessee agrees that Lessor shall have a landlord's lien, and additionally hereby separately grants to Lessor a first and prior security interest, in, on and against all

Personal Property (as defined below). The landlord's lien and security interest granted pursuant to the preceding sentence shall secure the payment of all rental and other charges payable by Lessee to Lessor under the terms hereof and all other obligations of Lessee to Lessor under the Master Lease. The term "Personal Property" means all tangible personal property now or hereafter located on or at the Properties, including, without limitation, all goods, machinery, tools, equipment, lobby and all other indoor and outdoor furniture, books regarding maintenance and operation of the Properties, records regarding maintenance and operation of the Properties, manuals regarding maintenance and operation of the Properties, computer systems used in the operation and maintenance of the Properties, furnishings and maintenance supplies, the products of any of the foregoing property, all accessions and additions to and replacements of any of the foregoing property and the cash or noncash proceeds of any of the foregoing property (including insurance or other rights to receive payment with respect to any of the foregoing property); provided, however, the term "Personal Property" shall not include any of the following:

(i) cash registers and other point of sale equipment, back-office computers, monitors and printers and other related back-office equipment, beverage dispensing and related equipment, music systems, security control systems or portable refrigeration systems;

(ii) inventory (other than maintenance supplies), accounts, general intangibles (including, without limitation, rights under franchise agreements, copyrights, trademarks, tradenames, trade secrets, know-how, business systems, marketing materials, promotional materials and other intellectual property used in connection with any tangible property), chattel paper, documents (other than the books, records and manuals described above regarding maintenance and operation of the Properties), instruments, investment property, cash equivalents or money;

(iii) the products of any of the property described in the preceding subitems (i) and (ii), all accessions and additions to and replacements of the property described in such subitems and all cash or noncash proceeds of the property described in such subitems (including insurance or other rights to receive payment with respect to the property described in such subitems), and

(iv) HVAC, supply fans, exhaust fans, air ducts, hoods, vents, built-in sinks and other plumbing fixtures, lighting fixtures, built-in countertops, built-in coolers, built-in freezers, sign poles and lighting poles, all of which items listed in this subitem (iv) are intended to be fixtures as such term is used within the definition of "Properties".

11. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original.

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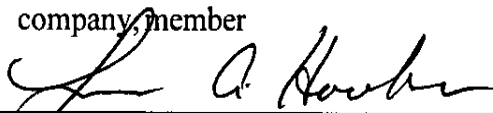
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IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be duly executed as of the Effective Date.

LESSOR:

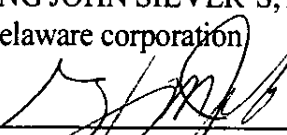
LOJON PROPERTY LLC, a Delaware limited liability company

By: LJ Equity LLC, a Delaware limited liability company, member

By 
Laurie A. Hawkes, Member

LESSEE:

LONG JOHN SILVER'S, INC.,
a Delaware corporation

By 
Gregory M. Jasko
Senior Vice President

Lessee's Tax Identification Number: 61-0703028

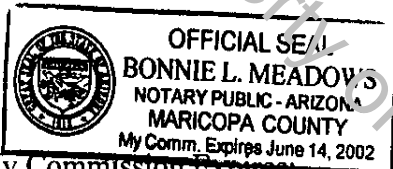
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STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

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I, Bonnie L. Meadows, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Laurie A. Hawkes, Member of LJ Equity LLC, a Delaware limited liability company, Member of LoJon Property LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as, appeared before me this day in person and acknowledged to me that she, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said companies, and as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31 day of August, 1999.



Bonnie L. Meadows
Notary Public

My Commission Expires:

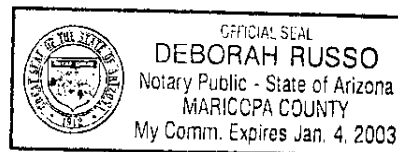
STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

I, Deborah Russo, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Gregory M. Jasko, Senior Vice President of Long John Silver's, Inc., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of Sept., 1999.

Deborah Russo
Notary Public

My Commission Expires:



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EXHIBIT A PROPERTIES

LESSOR NO.	UNIT NO.	ADDRESS	CITY	ST
80003214	5194	983 W Sunset Ave	Springdale	AR
80003215	5206	1036 W Walnut St	Rogers	AR
80003216	5410	3009 Alma Hwy	Van Buren	AR
80003217	5596	4101 S University Ave	Little Rock	AR
80003299	3154	123 Harlem Ave	Forest Park	IL
80003300	3179	3231 Chicago Rd	S. Chicago Heights	IL
80003303	3202	800 Irving Park Rd	Hanover Park	IL
80003304	3204	3901 W Touhy Ave	Lincolnwood	IL
80003312	3430	1165 N Lake St	Aurora	IL
80003316	3790	265 N Kinzie	Bradley	IL
80003344	3342	2724 Winchester Ave	Ashland	KY
80003345	3092	US 21 & Brenwood St	Berea	KY
80003346	3188	Route 60 Byp	Versailles	KY
80003370	3215	806 Highway 72 E	Corinth	MS
80003401	5253	1040 S Burlington Ave	Hastings	NE
80003402	5412	915 N 27th St	Lincoln	NE
80003403	5262	5023 S 108th St	Omaha	NE
80003404	5296	602 Galvin Rd S	Bellevue	NE
80003405	5309	4440 Dodge St	Omaha	NE
80003406	5427	4820 I St	Omaha	NE
80003410	3380	306 Blowing Rock Blvd (US 321)	Lenoir	NC
80003411	3417	1303 Curtis Bridge Rd	Wilkesboro	NC
80003413	3389	1209 Oak St	Forest City	NC
80003414	3673	800 Biltmore Ave	Asheville	NC
80003415	3081	3081 State Route 7 N.	Gallipolis	OH
80003416	3375	RR 2 Box 413	South Point	OH
80003417	3392	810 S 3rd St	Ironton	OH
80003418	3363	10780 Brook Park Road	Brooklyn	OH
80003423	3488	7390 Mentor Ave	Mentor	OH
80003424	3627	904 Cleveland St	Elyria	OH
80003427	3436	3516 Maple Ave	Zanesville	OH
80003428	3442	863 Hebron Rd	Heath	OH
80003429	3472	1102 S High St	Columbus	OH
80003430	3579	1165 Columbus Pike	Delaware	OH
80003431	3015	717 N Limestone	Springfield	OH
80003432	3184	2217 S Limestone	Springfield	OH
80003434	3447	1814 W Alexis Rd	Toledo	OH
80003435	3462	1027 Conant St	Maumee	OH
80003437	3564	2412 Woodville Rd	Oregon	OH
80003438	3244	1039 Boardman Poland Rd	Youngstown	OH
80003461	3729	2840 W 26th St	Erie	PA
80003465	3692	4601 Jonestown Rd	Harrisburg	PA
80003466	3158	522 W Plank Rd	Altoona	PA
80003467	3341	RR 3 Box 164A	Du Bois	PA
80003468	3444	1800 Daisy St	Clearfield	PA
80003469	3697	2185 W Union Blvd	Bethlehem	PA
80003470	3058	1655 Route 286 South	Indiana	PA
80003471	3240	RR 2 Box 103	Franklin	PA

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EXHIBIT A
PROPERTIES

09061495

LESSOR NO.	UNIT NO.	ADDRESS	CITY	ST.
80003472	3242	548 Morgantown Rd	Uniontown	PA
80003473	3267	201 Hoffman Blvd	Duquesne	PA
80003474	3271	2100 Washington Pike	Heidelberg	PA
80003475	3376	RR 4 Box 60-3	Blairsville	PA
80003476	3382	I-80/Route 68	Clarion	PA
80003477	3410	807 W View Park Dr	West View	PA
80003479	3592	2417 Brownsville Rd	Pittsburgh	PA
80003480	3726	105 Cavasina Dr	Canonsburg	PA
80003481	3535	1097 Lincoln Way E	Chambersburg	PA
80003483	3691	6198 Cressona Mall	Pottsville	PA
80003484	3693	RR 1 Box 316	Hazleton	PA
80003485	3694	1739 E 3rd St	Williamsport	PA
80003487	3128	150 S Hermitage Rd	Sharon	PA
80003489	3186	1615 Richland Ave W	Aiken	SC
80003490	3099	100 Garner Rd	Spartanburg	SC
80003491	3284	121 E Shockley Ferry Rd	Anderson	SC
80003492	3476	1400 Augusta Rd	Greenville	SC
80003493	3577	3314A N Main St	Anderson	SC
80003494	3614	6104 White Horse Rd	Greenville	SC
80003517	5364	4424 Buffalo Gap Rd	Abilene	TX
80003519	5041	2014 Paramount Blvd	Amarillo	TX
80003520	5086	4615 S Western St	Amarillo	TX
80003521	5156	1055 N Hobart St	Pampa	TX
80003522	5165	725 N Pierce St	Amarillo	TX
80003523	5337	504 Borger Shopping Center	Borger	TX
80003524	5358	7145 Bell St	Amarillo	TX
80003525	5365	1200 W 1st St	Hereford	TX
80003526	5070	5403 Cameron Rd	Austin	TX
80003529	5293	2109 E Riverside Dr	Austin	TX
80003530	5626	704 E William Cannon Dr	Austin	TX
80003531	5016	4422 Ayers St	Corpus Christi	TX
80003532	5203	923 S 14th St	Kingsville	TX
80003533	5354	7010 S Padre Island Dr	Corpus Christi	TX
80003534	5473	2510 N Saint Mary's St	Beeville	TX
80003535	5494	1812 E Main St	Alice	TX
80003536	5598	4831 S Staples St	Corpus Christi	TX
80003537	5051	1807 W University Dr	Denton	TX
80003538	5064	4401 Lemmon Ave	Dallas	TX
80003539	5081	401 University Drive	Fort Worth	TX
80003540	5096	6210 Wesley St	Greenville	TX
80003541	5097	6042 Lake Worth Boulevard	Lake Worth	TX
80003542	5160	2427 W. Pioneer Parkway	Arlington	TX
80003543	5162	2004 W 7th Ave	Corsicana	TX
80003544	5220	1009 E. Seminary Drive	Fort Worth	TX
80003545	5221	400 W. Irving Blvd	Irving	TX
80003546	5224	615 W Moore Ave	Terrell	TX
80003547	5289	5303 E Lancaster Ave	Fort Worth	TX
80003548	5329	1701 S Main St	Weatherford	TX

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EXHIBIT A PROPERTIES

09061495

LESSOR NO.	UNIT NO.	ADDRESS	CITY	ST
80003549	5330	1225 NW 19th St	Grand Prairie	TX
80003550	5331	2828 E Ledbetter Dr	Dallas	TX
80003551	5336	1308 E Pleasant Run Rd	De Soto	TX
80003552	5338	2111 Crockett Rd	Palestine	TX
80003553	5368	1100 E Parker Rd	Plano	TX
80003554	5381	4314 Live Oak St	Dallas	TX
80003555	5383	959 N Beach St	Fort Worth	TX
80003556	5384	3535 Alta Mesa Blvd	Fort Worth	TX
80003559	5570	1708 W University Dr	Mc Kinney	TX
80003560	5581	5540 Rufe Snow Dr	N. Richland Hills	TX
80003561	5587	680 W Highway 303	Grand Prairie	TX
80003562	5592	2624 Midway Rd	Carrollton	TX
80003563	5602	1001 E Highway 377	Granbury	TX
80003564	5640	3606 S Polk St	Dallas	TX
80003565	5641	2215 W Walnut St	Garland	TX
80003566	5642	2621 S Westmoreland Rd	Dallas	TX
80003567	5094	9571 Dyer St	El Paso	TX
80003568	5442	829 N Zaragoza Rd	El Paso	TX
80003569	5046	6815 S Kirkwood Rd	Houston	TX
80003572	5072	2060 Gessner Dr	Houston	TX
80003573	5073	7801 Bellfort St	Houston	TX
80003574	5108	707 Dixie Dr	Clute	TX
80003575	5166	2822 Red Bluff Rd	Pasadena	TX
80003576	5167	2101 Sam Houston Ave	Huntsville	TX
80003577	5175	981 Nasa Rd 1	Houston	TX
80003579	5311	9950 FM 1960 Bypass Rd W	Humble	TX
80003580	5314	2009 Mangum Rd	Houston	TX
80003581	5335	1100 Old Spanish Trl	Houston	TX
80003582	5394	3202 E Broadway St	Pearland	TX
80003585	5424	6929 Harrisburg Blvd	Houston	TX
80003587	5490	44 Aldine Bender Rd	Houston	TX
80003588	5063	2344 19th St	Lubbock	TX
80003589	5087	3101 Olton Rd	Plainview	TX
80003590	5172	3415 S Loop 289	Lubbock	TX
80003591	5356	222 Clubview Dr	Levelland	TX
80003592	5532	1101 50th St	Lubbock	TX
80003593	5200	1202 S Commerce St	Harlingen	TX
80003594	5437	1201 W US Highway 83	Weslaco	TX
80003595	5448	1165 FM 802	Brownsville	TX
80003596	5042	1918 E 8th St	Odessa	TX
80003597	5084	2403 S Gregg St	Big Spring	TX
80003598	5088	115 E 42nd St	Odessa	TX
80003600	5444	1418 W County Rd	Odessa	TX
80003601	5066	3121 Sherwood Way	San Angelo	TX
80003602	5426	3006 Knickerbocker Rd	San Angelo	TX
80003603	5178	2623 Rockgate St	San Antonio	TX
80003604	5180	2904 N Navarro St	Victoria	TX
80003605	5207	11430 Perrin Beitel Rd	San Antonio	TX

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EXHIBIT A
PROPERTIES

09061495

LESSOR NO.	UNIT NO.	ADDRESS	CITY	ST.
80003606	5249	5430 Walzem Rd	San Antonio	TX
80003607	5251	301 Sidney Baker St S	Kerrville	TX
80003608	5306	6440 San Pedro Ave	San Antonio	TX
80003609	5391	4350 W Commerce St	San Antonio	TX
80003611	5396	1737 SW Loop 410	San Antonio	TX
80003612	5441	1205 Avenue F	Del Rio	TX
80003613	5351	2409 E End Blvd S	Marshall	TX
80003614	5219	1505 North St	Nacogdoches	TX
80003615	5242	1112 S Timberland Dr	Lufkin	TX
80003616	5277	209 W Loop 281	Longview	TX
80003617	5080	901 S 6th St	Waco	TX
80003618	5091	201 N General Bruce Dr	Temple	TX
80003619	5181	1801 N Valley Mills Dr	Waco	TX
80003620	5240	3224 S Texas Ave	Bryan	TX
80003621	5342	1404 S Fort Hood St	Killeen	TX
80003622	5247	1808 Texas Ave S	College Station	TX
80003623	5459	1800 Mitchell Ave	Waco	TX
80003624	5484	3210 S 31st St	Temple	TX
80003625	5278	2000 Marine St	Wichita Falls	TX
80003626	5313	4413 Kemp Blvd	Wichita Falls	TX
80003651	3025	3124 E Cumberland Rd	Bluefield	WV
80003652	3241	204 Seneca Trl	Ronceverte	WV
80003653	3330	1175 Riverside Dr	Welch	WV
80003654	3344	1550 Main St E	Oak Hill	WV
80003655	3365	Route 107 & Bell Point Rd	Hinton	WV
80003656	3379	Rte. 19 Ritter Drive	Beaver	WV
80003657	3036	4630 MacCorkle Avenue SW	Spring Hill	WV
80003658	3119	1513 Harrison Ave	Elkins	WV
80003659	3156	RR 3 Box 6B	Weston	WV
80003660	3295	1601 Edwin Miller Blvd	Martinsburg	WV
80003661	3257	206 N State Street Route 2	New Martinsville	WV
80003662	3682	Route 2 & Western Ave	Moundsville	WV
80003663	3686	3940 S Main St	Weirton	WV

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EXHIBIT A-1

09061495

LEGAL DESCRIPTION:

Lots 9, 10, 11, 12, 13, 23, 22, 21, 20 and 19; and also the West 1/2 of the North and South vacated alley lying Easterly of Lots 23, 22, 21, 20 and 19; and also the East 1/2 of the North and South vacated alley lying Westerly of the adjoining Lots 9, 10, 11, 12 and 13; all in Block 1 in Sjoloms Addition to Chicago Heights, being a subdivision of the South 7 acres of Lot 8 in 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, according to the plat thereof recorded August 18, 1906 as Document Number 3905978, in Cook County, Illinois.

FFCA# 8000-3300

S. CHICAGO HEIGHTS, IL

Property of Cook County Clerk's Office