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1999-12-09 12:31:01
Cook County Recorder 49.50



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The above space for recorder's use only

TICOR TITLE INSURANCE

452453 1084

This Indenture Witnesseth, That the Grantor Lincoln Village Investments
~~Limited Partnership, an Illinois limited partnership,~~
of the County of Cook and State of Illinois for and in consideration
of Ten Dollars, and other good and valuable
considerations in hand paid, Convey s and Warrant s * unto the FIRST BANK AND TRUST
COMPANY OF ILLINOIS, a corporation of Illinois, as Trustee under the provisions of a trust agreement dated
the third day of November 19 99, known as Trust Number 10-2353,
the following described real estate in the County of Cook and State of Illinois, to-wit:

See attached Exhibit A.

* subject to those matters listed on Exhibit P attached hereto and made a part hereof.

15-JP

13-02-220-027
13-02-220-028
13-02-220-035-8002

Permanent Real Estate Index No. _____

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TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate and subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber, said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

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In no case shall any party dealing the said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, and (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, lease, mortgage or other instrument, and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other dispositions of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title of interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor _____ hereby expressly waive s _____ and release s _____ any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor _____ aforesaid has _____ hereunto set its hand and seal _____ this 29th day of November 19 99.

(SEAL) SEE ATTACHED SIGNATURE PAGE (SEAL)

(SEAL) _____ (SEAL)

The following is for informational purposes only and is not a part of this deed.



Mail Recorded Deed To:

Prepared By: Trust Department First Bank & Trust Company of Illinois 300 E. Northwest Highway Palatine, Illinois 60067

ADDRESS OF PROPERTY: 6100 North Lincoln Ave., Chicago, Illinois

SEND SUBSEQUENT TAX BILLS TO:

(Name)

(Address)

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SIGNATURE BLOCK FOR DEED

**LINCOLN VILLAGE INVESTMENTS
LIMITED PARTNERSHIP**, an Illinois limited
partnership

By: Tomasz/Shidler Investment Corporation, an
Illinois corporation, its general partner

By: Michael T. Tomasz
Name: Michael T. Tomasz
Its: President

City of Chicago
Dept. of Revenue
216792
12/07/1999 14:45 Batch 03162 40



Real Estate
Transfer Stamp
\$81,000.00

COUNTY TAX
COOK COUNTY
REAL ESTATE TRANSACTION TAX
DEC.-7.99
REVENUE STAMP
0000013911

REAL ESTATE TRANSFER TAX
0540000
FP326670

STATE TAX
STATE OF ILLINOIS
DEC.-7.99
REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE
0001001624

REAL ESTATE TRANSFER TAX
10800.00
FP326660

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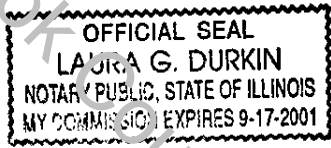
STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, LAURA G. DURKIN a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael Tomasz, the President of Tomasz/Shidler Investment Corporation, an Illinois corporation and general partner of Lincoln Village Investments Limited Partnership,

personally known to me to be the same person _____ whose name is _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right homestead.

Given under my hand and notarial seal this 29th day of November A.D. 19 99.

Laura G Durkin
Notary Public.



RETURN TO: Cathaway
TICOR TITLE INSURANCE,
203 N. LaSALLE, STE. ~~1330~~ 1390
CHICAGO, IL 60601
RE: 990027337



TRUST NO. 10-2353

Deed In Trust WARRANTY DEED

TO
First Bank and Trust Company of Illinois
Palatine, Illinois
TRUSTEE

09148817

First Bank
First Bank and Trust Company of Illinois
Palatine, Illinois 60067
(708) 358-6262

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

That part of the Northeast Fractional 1/4 of Section 2, Township 40 North, Range 13 East of the Third Principal Meridian, described as follows:

Beginning at the intersection of the West line of the right of way of the Sanitary District of Chicago and the center line of Lincoln Avenue as formerly located; thence Northwesterly along the center line of Lincoln Avenue as formerly located 1200 feet; thence Northeasterly on a line at right angles to said center line of Lincoln Avenue, 168.8 feet; thence East 679.5 feet to said West line of the right of way of the Sanitary District of Chicago; thence Southerly along the West line of said right of way 918.73 feet to the point of beginning (except that part lying Southwesterly of a line 83 feet Northeasterly of and parallel to the Southerly or Southwesterly line of Lincoln Avenue as formerly located) and excepting that part of the premises in question described as follows:

That part of the Northeast 1/4 of Section 2, Township 40 North, Range 13 East of the Third Principal Meridian, described as follows:

Commencing at the intersection of the center line of Lincoln Avenue and the center line of Kimball Avenue extended North; thence Northwesterly 20.90 feet along the center line of Lincoln Avenue to a point; thence Northeasterly 50 feet along a line forming an angle of 90 degrees with the last described course, to a point on the Northeasterly right of way line of Lincoln Avenue, which is the point of beginning; beginning at aforesaid described point; thence Northeasterly 118.80 feet, along a line forming an angle of 90 degrees with the Northeasterly right of way line of Lincoln Avenue to a point; thence Easterly 93.56 feet along a line forming an angle of 49 degrees 16 minutes to the right with a prolongation of said last described course to a point; thence Southwesterly 179.85 feet along a line forming an angle of 130 degrees 44 minutes to the right with a prolongation of said last described course to a point on the Northeasterly right of way line of Lincoln Avenue; thence Northwesterly 70.90 feet along the Northeasterly right of way line of Lincoln Avenue to the point of beginning, as condemned for Kimball Avenue on petition of the City of Chicago filed July 6, 1933, Case B-271453, Circuit Court of Cook County, Illinois.

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PARCEL 2:

Easement for the benefit of Parcel 1 as created and defined in an Easement Agreement dated July 16, 1984 and recorded January 10, 1985 as Document 27,402,551 for pedestrian and vehicular ingress and egress over, upon and across

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EXHIBIT A LEGAL DESCRIPTION

the following described parcel:

That part of the Northeast Fractional Quarter of Section 2, Township 40 North, Range 13 East of the Third Principal Meridian, lying Southeasterly of Kimball Avenue (McCormick Boulevard), Northeasterly of the center line of Lincoln Avenue and Westerly of the West line of the Sanitary District of Chicago described as follows: Being a strip of land 12 feet wide as measured at right angles, lying North of the following described lines: beginning at a point on the Westerly line of the Sanitary District of Chicago 919.73 feet Northwesterly of the center line of Lincoln Avenue; thence North 90 degrees West 585.57 feet to a point of termination of said line on the Easterly line of McCormick Boulevard, 230.13 feet Northerly of the center line of Lincoln Avenue, as measured along the Easterly line of McCormick Boulevard and bounded on the East by the West line of the Sanitary District of Chicago and on the West by the Easterly right of way line of McCormick Boulevard, all in Cook County, Illinois.

PARCEL 3:

Leasehold estate as created, limited and defined in the Lease dated August 15, 1985 between the Metropolitan Sanitary District of Greater Chicago and Lincoln Village Associates (which Lease is coincidentally disclosed of record by attachment as Exhibit A to the instrument recorded as Document No. 88-177351) as said Lease was amended by that certain sublease and consent instrument executed by said parties and Lincoln Village Investments which was disclosed of record by the Memorandum thereof recorded as Document No. 88-119669. Said Lease has subsequently been further amended by the Assignment and Assumption of Lease and Security Deposit dated June 25, 1996 between Lincoln Village Associates and Lincoln Village Investments Limited Partnership and the Consent to Assignment of Lease between said parties and the Metropolitan Water Reclamation District of Greater Chicago dated as of August 8, 1996 which were collectively recorded November 24, 1999 as Document No. 09-109,863. Said Lease as so amended demises Parcels A, B and C described as follows for a term expiring on July 31, 2010:

PARCEL A:

A parcel of land lying in the East 1/2 of the Northeast 1/4 of Section 2, Township 40 North, Range 13 East of the Third Principal Meridian, more particularly described as follows:

Commencing at the intersection of the East line of the aforesaid Northeast 1/4 and the Northeasterly right-of-way line of Lincoln Avenue; thence North 50 degrees 57 minutes 58 seconds West along the Northeasterly right-of-way line of Lincoln Avenue 462.72 feet to the point of beginning; thence continuing North 50

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EXHIBIT A
LEGAL DESCRIPTION

degrees 57 minutes 58 seconds West along said Northeasterly line 115.00 feet to the Westerly right-of-way line of the North Shore Channel; thence North 9 degrees 08 minutes 31 seconds West, along said Westerly line, 275.00 feet; thence North 80 degrees 51 minutes 29 seconds East, 115.00 feet; thence South 8 degrees 43 minutes 31 seconds East, 275.01 feet; thence South 13 degrees 49 minutes 19 seconds West, 93.07 feet to the point of beginning.

PARCEL B:

A parcel of land lying in the East 1/2 of the Northeast 1/4 of Section 2, Township 40 North, Range 13, East of the Third Principal Meridian, more particularly described as follows:

Commencing at the intersection of the East line of the aforesaid Northeast 1/4 and the Northeasterly right-of-way line of Lincoln Avenue; thence North 50 degrees 57 minutes 58 seconds West, along the Northeasterly right-of-way line of Lincoln Avenue, 577.72 feet to the Westerly right-of-way line of the North Shore Channel; thence North 9 degrees 08 minutes 31 seconds West, along said Westerly line, 275.00 feet to the point of beginning; thence continuing North 9 degrees 08 minutes 31 seconds West, 285.00 feet; thence North 80 degrees 51 minutes 29 seconds East, 118.00 feet; thence South 8 degrees 32 minutes 20 seconds East, 285.00 feet; thence South 80 degrees 51 minutes 29 seconds West, 115.00 feet to the point of beginning.

PARCEL C:

A parcel of land lying in the East 1/2 of the Northeast 1/4 of Section 2, Township 40 North, Range 13 East of the Third Principal Meridian, more particularly described as follows:

Commencing at the intersection of the East line of the aforesaid Northeast 1/4 and the Northeasterly right-of-way line of Lincoln Avenue; thence North 50 degrees 57 minutes 58 seconds West, along the Northeasterly right-of-way line of Lincoln Avenue, 577.72 feet to the Westerly right-of-way line of the North Shore Channel; thence North 9 degrees 08 minutes 31 seconds West, along said Westerly line, 560.00 feet to the point of beginning; thence continuing North 9 degrees 08 minutes 31 seconds West, 285.00 feet; thence North 80 degrees 51 minutes 29 seconds East, 145.00 feet; thence South 8 degrees 44 minutes 24 seconds East, 285.01 feet; thence South 80 degrees 51 minutes 29 seconds West, 143.00 feet to the point of beginning.

All of said Parcels A, B and C being in Cook County, Illinois.

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EXHIBIT A

LEGAL DESCRIPTION

13-02-220-026

(Affects Parcel 1)

13-02-220-035-8002 (Affects Parcel 3)

Property of Cook County Clerk's Office

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Exhibit A

PERMITTED EXCEPTIONS

1. Taxes for the year 1999 and subsequent years which are not yet due and payable.
2. All matters shown by an accurate ALTA survey of the property.
3. Rights of tenants as tenants only under the Leases as shown on attached Lease Schedule.
4. Acts and deeds done or suffered by, or judgments against, the Grantee or its agents, employees or representatives affecting the property.
5. An easement for the purposes stated herein.
In favor of: Commonwealth Edison Company, its grantees, licensees, lessees, and assigns
For: Transmission of electric energy and incidental purposes
Recorded: September 19, 1952
Document: 15,440,169
Affects: Part of Parcel 1, see document for particulars
6. An easement for the purposes stated herein.
In favor of: Owner of parcel adjoining and North of the land
For : Pedestrian and vehicular ingress and egress; utility facilities
Recorded : January 10, 1985
Document : 27,402,551
Affects : The North 25 feet of Parcel 1
7. An easement for the purposes stated herein.
In favor of: Commonwealth Edison Company
For : Transmission of electric energy and incidental purposes
Recorded: : July 27, 1970
Document : 21,220,632
8. Terms, provisions, easements, restrictions and covenants contained in an Agreement dated August 24, 1984 between La Salle National Bank, as Trustee under Trust Number 107306, Harvey W. Server, Amalgamated Trust and Savings Bank, as Trustee under Trust Number 2142, and Lincoln Village Associates, relating to the Sanitary District lands adjoining the property of said parties, recorded March 23, 1988 as Document No. 88-119,667.

Said covenants, conditions and restrictions do not provide for a reversion or forfeiture of title in the event of a breach thereof.

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9. Terms, provisions, limitations and conditions contained in the leases described in Parcel 3 of Exhibit A herein.
10. Rights of the City of Chicago and adjoining owners in and to certain water lines on the land, as disclosed on Water Service Plats Book 98, Pages 94 and 95, of the City of Chicago, Department of Water.
11. 15 foot by 15 foot concrete sewer within Parcel 3, and the rights of the Metropolitan Sanitary District of Greater Chicago, the City of Chicago, adjoining owners and the public therein, as disclosed by Plat Book West 5, Page 8, of the Department of Sewers of the City of Chicago.
12. Rights of adjoining owners to the North of Parcel 1, the City of Chicago and the public in and to sewer line systems located on the land, as disclosed by said Plat Book West-5, Page 8.
13. Rights of the Metropolitan Sanitary District and the public in and to the tunnel and connecting facilities relating to the Tunnel and Reservoir Project, if any, which may be located on or under the land, as provided for in that certain unrecorded lease dated August 15, 1985 by and between the Metropolitan Sanitary District of Greater Chicago, and Lincoln Village Associates.
14. Agreement executed by American National Bank and Trust of Chicago, as Trustee under Trust No. 24542; Lincoln Village Theatre, Ltd; and Essaness Theatres Corporation of Illinois recorded February 20, 1992 as Document No. 92-105,337.

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15. Terms, conditions and provisions affecting the easement described in Parcel 2 of Exhibit A as set forth in the instrument creating said easement. Rights of the adjoining owners to the concurrent use of said easement.
16. Rights of American National Bank and Trust Company, Trust No. 24542 and of Plitt Theatres, Inc., formerly Cineplex Odeon Illinois Corporation, under a certain lease dated February 10, 1967 as amended by instrument dated October 31, 1987 and unrecorded, and a certain sub-lease dated June 11, 1981, a memorandum of which was recorded September 3, 1987 as Document No. 87-485,418, and re-recorded October 16, 1987 as Document No. 87-560,231, also an Agreement between lessor and subleasee dated June 26, 1981.
- A mortgage affecting the leasehold estate created by the lease described above to secure an indebtedness of the amount stated herein.
- Mortgagor: Plitt Theatres, Inc.
Mortgagee: Bank of America National Trust and Savings Association
Dated : September 19, 1991
Amount : \$400,000,000.00
Recorded : February 20, 1992
Document : 92-105,335
- Affects Leasehold, a memorandum of which was recorded September 3, 1987 as Document No. 87-485,418, re-recorded October 16, 1987 as Document No. 87-560,231, and which leasehold affects part of the land (13-02-220-027).
17. Memorandum of lease affecting the land, executed by and between the following parties for the term and upon the terms, covenants and conditions therein provided.
- Lessor : Lincoln Village Investments Limited Partnership
Lessee : American National Bank and Trust of Chicago, as Trustee under Trust No. 24542
Dated : August 29, 1991
Term : February 10, 1967 to December 31, 2002
Recorded: February 20, 1992
Document: 92-105,336
- Affects part of the land (13-02-220-027)

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18. Memorandum of lease affecting the land, executed by and between the following parties for the term and upon the terms, covenants and conditions therein provided.

Lessor : Lincoln Village Investment Company Limited Partnership
Lessee : Buffets, Inc.
Dated : March 8, 1993
Term : Commencing December 13, 1991 and terminating December 31, 2006
Recorded: April 8, 1993
Document: 93-260,986

19. Memorandum of lease affecting the land, executed by and between the following parties for the term and upon the terms, covenants and conditions therein provided.

Lessor : Lincoln Village Investments Limited Partnership
Lessee : Office Depot, Inc.
Dated : April 9, 1992
Term: : 10 years with commencement and termination dates to be recorded by supplement
Recorded: April 9, 1992
Document: 92-408,596

Said lease affects a part of the land. For further particulars see Exhibit B of Document No. 92-408,596.

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LEASE SCHEDULE

TENANTS

The Baby's Room

Hit or Miss

Shear Bliss Hair Salon

Amazing Savings of Illinois

Fannie May Candy Company

Joseph's Shoe Clinic

Famous Footwear

Old Country Buffet

P.S. Plus Sizes

Fechheimer DBA Kale Uniforms

Dress Barn, Inc.

Family Dental Center

Sally Beauty Company

The Peterson Bank

Pierce Interiors

What's Cooking

Weiner Optical Company

Lincoln Village Theater

Office Depot, Inc.

American Bridge

Vector Marketing Corporation

Herbal Life Distributors

Dr. Michael Berman

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TENANTS

Pennsylvania Life Insurance Co.

Whiteco Metrocom

Lee's Pharmacy

Property of Cook County Clerk's Office

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This MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT IS MADE AS OF NOVEMBER 10, 1999 BY FIRST BANK AND TRUST COMPANY OF ILLINOIS, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 3, 1999 AND KNOWN AS TRUST NO. 10-2353 AND BGP LINCOLN VILLAGE, L.L.C.,

is executed by First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois), not personally, but solely as Trustee under and pursuant to that certain Trust Agreement hereinafter described and the Trustee does not obligate itself hereunder, anything herein contained to the contrary notwithstanding, to the performance of any of the terms, conditions and representations made and contained in the within instrument, it being specifically understood by any and all parties dealing with this instrument that said trustee has affixed its signature hereto as such Trustee by direction in behalf of the beneficiary or beneficiaries under the said trust without any intention of binding the said Trustee in its individual capacity. The Trustee has no knowledge of the factual matters herein contained and all agreements, conditions and representations are made solely upon the direction in behalf of the beneficiary or beneficiaries as aforesaid, and no personal liability shall be asserted to be enforceable against said Bank by reason hereof or thereof, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois) not personally, but as Trustee under the provisions of a Trust Agreement dated NOVEMBER 3, 1999 and known as Trust Number 10-2353 has caused these present to be signed by its Assistant Trust Officer and Assistant Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer this 23RD day of NOVEMBER, 19 99.

FIRST BANK AND TRUST COMPANY OF ILLINOIS
(formerly known as First Bank and Trust Company,
Palatine, Illinois), as Trustee under Trust Number
10-2353 and not individually.

BY: [Signature]
Assistant Trust Officer

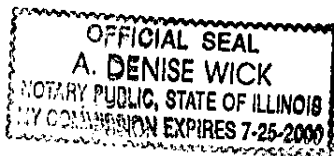
ATTEST: [Signature]
Assistant Trust Officer

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, A. DENISE WICK, a Notary Public in and for said County in State aforesaid, DO HEREBY CERTIFY THAT MICHAEL C. WINTER, Assistant Trust Officer and CARL R. RATH, Assistant Trust Officer, of First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Trust Officer, respectively, appeared before me this day in person and acknowledge that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes then set forth; and the said Assistant Trust Officer, then and there acknowledge that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 23RD day of NOVEMBER, 19 99.

09148817



A. Denise Wick