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Doc#: 1014541024 Fee: \$118.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/25/2010 10:12 AM Pg: 1 of 29

This document was prepared by,
and after recording, return to:

Randall S. Kulat, Esq.
Meltzer, Purtil & Stelle LLC
300 South Wacker Drive, Suite 3500
Chicago, Illinois 60606-6704

Permanent Tax Index Numbers:

See **Exhibit A** attached hereto.

Property Address:

See **Exhibit A** attached hereto.

This space reserved for Recorder's use only.

ASSIGNMENT OF RENTS AND LEASES

This ASSIGNMENT OF RENTS AND LEASES dated as of May 19, 2010 (the "Assignment"), is executed by **RITELINE PROPERTIES LLC**, an Illinois limited liability company (the "Assignor"), whose address is 200 West Higgins Road, Suite 326, Schaumburg, Illinois 60195, to and for the benefit of **FIRST MIDWEST BANK**, an Illinois banking corporation, its successors and assigns (the "Bank"), whose address is 8501 West Higgins Road, Chicago, Illinois 60631.

RECITALS:

A. Pursuant to that certain Loan and Security Agreement dated as of even date herewith (the "Loan Agreement") among the Assignor, RM Petroleum, Inc., an Illinois corporation ("Petroleum") (Assignor and Petroleum are hereinafter collectively referred to as the "Borrowers"), and the Bank, the Bank has agreed to extend certain financial accommodations to Borrowers in the aggregate amount of Eleven Million One Hundred Seventeen Thousand Five Hundred and 00/100 Dollars (\$11,117,500.00) (the "Loan"), which amount includes a Four Million and 00/100 Dollar (\$4,000,000.00) letter of credit facility.

B. The Loan is evidenced by (i) that certain Term Note of even date herewith in the principal amount of Seven Million One Hundred Seventeen Thousand Five Hundred and 00/100 Dollars (\$7,117,500.00) (the "Term Note") from Assignor and made payable to the order of the Bank, and (ii) that certain Letter of Credit Demand Term Note of even date herewith in the principal amount of Four Million and 00/100 Dollars (\$4,000,000.00) (the "Letter of Credit Note") from Petroleum and made payable to the order of the Bank (the Term Note and the Letter of Credit Note are hereinafter collectively referred to as the "Notes").

Box 400 Fagan

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C. A condition precedent to the Bank's making the Loan to the Borrowers is the execution and delivery by the Assignor of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

AGREEMENTS:

1. **Definitions.** All capitalized terms which are not defined herein shall have the meanings ascribed thereto in (a) that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of even date herewith, executed by the Assignor to and for the benefit of the Bank (the "Fee Mortgage") and recorded against the land legally described in Exhibits A-1 through and including A-11 attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the "Fee Premises"), and (b) that certain Leasehold Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of even date herewith, executed by the Assignor to and for the benefit of the Bank (the "Leasehold Mortgage") and recorded against the land legally described in Exhibits A-12 through and including A-14 attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the "Leasehold Premises"). The Fee Mortgage and the Leasehold Mortgage are hereinafter collectively referred to as the "Mortgage" and the Fee Premises and the Leasehold Premises are hereinafter collectively referred to as the "Premises".

2. **Grant of Security Interest.** The Assignor hereby grants, transfers, sets over and assigns to the Bank, all of the right, title and interest of the Assignor in and to (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the Premises, including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases (each, a "Lease", and collectively, the "Leases"), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit including, without limitation, those certain leases described on Exhibit B hereto (collectively, the "Existing Leases"); (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises. This Assignment is an absolute transfer and assignment of the foregoing interests to the Bank given to secure:

(a) the payment by the Borrowers when due of (i) the indebtedness evidenced by the Notes and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to the Bank by the Borrowers under or with respect to the Loan Documents (as defined in the Notes); and (iii) all costs and expenses paid or

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incurred by the Bank in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and

(b) the observance and performance by the Borrowers of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of the Borrowers or any other obligor to or benefiting the Bank which are evidenced or secured by or otherwise provided in the Notes, this Assignment or any of the other Loan Documents (as defined in the Loan Agreement), together with all amendments and modifications thereof.

3. **Representations and Warranties of the Assignor.** The Assignor represents and warrants to the Bank that:

(a) this Assignment, as executed by the Assignor, constitutes the legal and binding obligation of the Assignor enforceable in accordance with its terms and provisions;

(b) the Assignor is the lessor under all Leases;

(c) there is no other existing assignment of the Assignor's entire or any part of its interest in or to any of the Leases, or any of the rents, issues, income or profits assigned hereunder, nor has the Assignor entered into any agreement to subordinate any of the Leases or the Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;

(d) the Assignor has not executed any instrument or performed any act which may prevent the Bank from operating under any of the terms and provisions hereof or which would limit the Bank in such operation; and

(e) there are no defaults by the landlord and, to the Assignor's knowledge, there are no material defaults by tenants under any Leases.

4. **Covenants of the Assignor.** The Assignor covenants and agrees that so long as this Assignment shall be in effect:

(a) the Assignor shall not lease any portion of the Premises unless the Assignor obtains the Bank's prior written consent to all aspects of such lease; provided, however, that the Bank's prior written consent shall not be required if and only if (i) at the time the Assignor enters into such lease, no Event of Default shall have occurred hereunder and be continuing, (ii) such lease substantially conforms with the form of the Existing Leases (which are hereby approved by the Bank), (iii) the term of such lease, the rental rate per square foot of net rentable space thereunder and all of the other economic terms and provisions thereunder are on substantially the same terms, or on terms more favorable to the Assignor, as the Existing Leases, and (iv) after giving effect to the economic terms of such lease, the Assignor shall remain in compliance with the financial

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covenants set forth in the Loan Agreement, but further provided that the Assignor promptly shall furnish to the Bank notice of the execution of any such Lease and a true, complete and correct copy thereof;

(b) the Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and the Assignor shall not do or suffer to be done anything to impair the security thereof. The Assignor shall not (i) release the liability of any tenant under any Lease, (ii) consent to any tenant's withholding of rent or making monetary advances and off-setting the same against future rentals, (iii) consent to any tenant's claim of a total or partial eviction, (iv) consent to a tenant termination or cancellation of any Lease, except as specifically provided therein, or (v) enter into any oral leases with respect to all or any portion of the Premises;

(c) the Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty (30) days in advance of the time when the same shall become due, except for security or similar deposits;

(d) the Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents;

(e) the Assignor shall not modify the terms and provisions of any Lease, nor shall the Assignor give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease, except as expressly permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease, without the Bank's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, that the Assignor may cancel or terminate any Lease as a result of a material default by the tenant thereunder and failure of such tenant to cure the default within the applicable time periods set forth in the Lease;

(f) the Assignor shall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder; any termination fees payable under a Lease for the early termination or surrender thereof shall be paid jointly to the Assignor and the Bank;

(g) the Assignor shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law;

(h) the Assignor shall not waive or excuse the obligation to pay rent under any Lease;

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(i) the Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of the Bank, including court costs and reasonable attorneys' fees, in any such action or proceeding in which the Bank may appear;

(j) the Assignor shall give prompt notice to the Bank of any notice of any default by the lessor under any Lease received from any tenant or guarantor thereunder;

(k) the Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the tenants and guarantors thereunder and shall immediately notify the Bank of any material breach by the tenant or guarantor under any such Lease;

(l) the Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;

(m) the Assignor shall not execute hereafter any Lease unless there shall be included therein a provision providing that the tenant thereunder acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to the Bank as mortgagee, mortgagee in possession or successor in title to the Premises for accountability for any security deposit required by lessor under such Lease unless such sums have actually been received in cash by the Bank as security for tenant's performance under such Lease; and

(n) If any tenant under any Lease is or becomes 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, the Assignor covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of the Bank, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to the Assignor and the Bank. The Assignor hereby assigns any such payment to the Bank and further covenants and agrees that upon the request of the Bank, it will duly endorse to the order of the Bank any such check, the proceeds of which shall be applied in accordance with the provisions of Section 8 below.

5. **Rights Prior to Default.** Unless or until an Event of Default (as defined in Section 6) shall occur, the Assignor shall have the right to collect, at the time (but in no event more than thirty (30) days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence of an Event of Default, the Assignor's right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to the Assignor. The Bank shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time after

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the occurrence of an Event of Default or any event that, if it continues uncured, will, with lapse of time or notice or both, constitute an Event of Default.

6. **Events of Default.** An "Event of Default" shall occur under this Assignment upon the occurrence of (a) a breach by the Borrowers of any of the covenants, agreements, representations, warranties or other provisions hereof which is not cured or waived within the applicable grace or cure period, if any, set forth in the Mortgage, or (b) any other Event of Default described in the Loan Agreement, the Notes, the Mortgage or any of the other Loan Documents.

7. **Rights and Remedies Upon Default.** At any time upon or following the occurrence of any Event of Default, the Bank, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on the Borrowers, without regard to the adequacy of the security for the obligations secured hereby, without releasing any of the Borrowers or any guarantor of the Notes from any obligation, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Loan Documents:

(a) Declare the unpaid balance of the principal sum of the Notes, together with all accrued and unpaid interest thereon, immediately due and payable;

(b) Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as the Bank may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to the Bank, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which the Bank deems necessary or proper;

(c) Either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to the Bank, without proof of default hereunder, upon receipt from the Bank of written notice to thereafter pay all such rents and other amounts to the Bank and to comply with any notice or demand by the Bank for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and the Assignor shall facilitate in all reasonable ways the Bank's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to the Bank; and

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(d) Make any payment or do any act required herein of the Assignor in such manner and to such extent as the Bank may deem necessary, and any amount so paid by the Bank shall become immediately due and payable by the Borrowers with interest thereon until paid at the Default Rate and shall be secured by this Assignment.

8. **Application of Proceeds.** All sums collected and received by the Bank out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default shall be applied in accordance with the Illinois Mortgage Foreclosure Law (Chapter 735, Sections 5/15-1101 *et seq.*, Illinois Compiled Statutes) and, unless otherwise specified in such act, in such order as the Bank shall elect in its sole and absolute discretion.

9. **Limitation of the Bank's Liability.** The Bank shall not be liable for any loss sustained by the Borrowers resulting from the Bank's failure to let the Premises or from any other act or omission of the Bank in managing, operating or maintaining the Premises following the occurrence of an Event of Default. The Bank shall not be obligated to observe, perform or discharge, nor does the Bank hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of the Assignor under or by reason of this Assignment. The Assignor shall and does hereby agree to indemnify, defend (using counsel reasonably satisfactory to the Bank) and hold the Bank harmless from and against any and all liability, loss or damage which the Bank may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against the Bank by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however, in no event shall the Assignor be liable for any liability, loss or damage which the Assignor incurs as a result of the Bank's gross negligence or willful misconduct. Should the Bank incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by the Assignor with interest thereon at the applicable Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon the Bank for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make the Bank responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth herein or in the Mortgage, and no exercise by the Bank of any of the rights set forth herein or in the Mortgage shall constitute or be construed as constituting the Bank a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by the Bank pursuant to the provisions hereof or of the Mortgage.

10. **No Waiver.** Nothing contained in this Assignment and no act done or omitted to be done by the Bank pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by the Bank of its rights and remedies under any of the Loan Documents. This

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Assignment is made and accepted without prejudice to any of the rights and remedies of the Bank under the terms and provisions of such instruments, and the Bank may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. The Bank may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

11. **Further Assurances.** The Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as the Bank may designate) and shall do or cause to be done such further acts, as the Bank may request, in order to permit the Bank to perfect, protect, preserve and maintain the assignment made to the Bank by this Assignment.

12. **Security Deposits.** The Assignor acknowledges that the Bank has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that the Bank assumes no responsibility or liability for any security so deposited.

13. **Severability.** If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, the Bank and the Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

14. **Successors and Assigns.** This Assignment is binding upon the Assignor and its legal representatives, successors and assigns, and the rights, powers, and remedies of the Bank under this Assignment shall inure to the benefit of the Bank and its successors and assigns.

15. **Written Modifications.** This Assignment shall not be amended, modified or supplemented without the written agreement of the Assignor and the Bank at the time of such amendment, modification or supplement.

16. **Duration.** This Assignment shall become null and void at such time as the Assignor shall have paid the principal sum of the Notes, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents.

17. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

18. **Notices.** All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or

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mailed in the manner and to the addresses of the Assignor and the Bank, as the case may be, as specified in the Loan Agreement.

19. **WAIVER OF TRIAL BY JURY.** THE ASSIGNOR AND THE BANK (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS ASSIGNMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST THE BANK OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

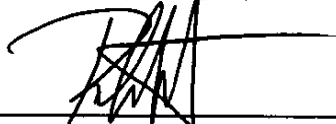
[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Assignor has executed and delivered this Assignment of Rents and Leases as of the day and year first above written.

ASSIGNOR:

RITELINE PROPERTIES LLC, an Illinois limited liability company

By: 
Robert Stambolic, its Manager

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Stambolic, the Manager of Riteline Properties LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19 day of May, 2010.



Notary Public



My Commission Expires:
4/15/2013

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EXHIBIT A-1

LEGAL DESCRIPTION OF REAL ESTATE

LOT 5 (EXCEPT THE WEST 167.11 FEET) IN PINK AND OTHERS SUBDIVISION OF THE SOUTH 23.05 CHAINS WEST OF THE NORTH BRANCH ROAD OF THE SOUTHWEST ¼ OF SECTION 18 AND THE NORTH 13 RODS WEST OF THE NORTH BRANCH ROAD OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address: 6941 W Dempster Avenue, Morton Grove, Illinois
PIN: 10-19-102-028

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COOK COUNTY
RECORDED DEEDS
SCANNED BY _____

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EXHIBIT A-2

LEGAL DESCRIPTION OF REAL ESTATE

LOT 1 (EXCEPT THE EAST 115 FEET) IN PLUM GROVE HIGHCREST SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF FILLED OCTOBER 28, 1953 AS DOCUMENT LR1490691, IN COOK COUNTY, ILLINOIS.

Address: 2501 Meacham Road, ~~Rolling Meadows~~, Illinois

PIN: 02-35-305-029 *Schaumburg*

Property of Cook County Clerk's Office
COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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EXHIBIT A-3

LEGAL DESCRIPTION OF REAL ESTATE

LOTS 23, 24, 25 AND 26 IN LARAMIE LAWN SUBDIVISION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1927 AS DOCUMENT 9560351, (EXCEPTING THEREFROM THAT PART OF SAID LOT 23 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 23; THENCE ON AN ASSUMED BEARING OF NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 23 FOR A DISTANCE OF 5.00 FEET; THENCE SOUTH 51 DEGREES 37 MINUTES 35 SECONDS WEST FOR, A DISTANCE OF 6.44 FEET, MORE OR LESS, TO A POINT IN THE WEST LINE OF SAID LOT 23 LYING AT A DISTANCE OF 4.00 FEET FROM SAID NORTHWEST CORNER; THENCE NORTH 0 DEGREES 43 MINUTES 56 SECONDS EAST ALONG SAID WEST LINE 4.00 FEET TO THE PLACE OF BEGINNING) IN COOK COUNTY, ILLINOIS.

ADDRESS: 5055 W TOUHY AVENUE, SKOKIE, ILLINOIS
PIN: 10-33-201-052

CLERK OF COOK COUNTY CLERK'S OFFICE

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EXHIBIT A-4

LEGAL DESCRIPTION OF REAL ESTATE

LOT 1 (EXCEPT THAT PART OF LOT 1 IN KLEHM'S SUBDIVISION IN THE EAST 1/2 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 1 A DISTANCE OF 35 FEET TO A POINT, THENCE NORTHWESTERLY IN A STRAIGHT LINE A DISTANCE OF 39.747 FEET TO A POINT, SAID POINT BEING 10 FEET SOUTHERLY, AS MEASURED PERPENDICULAR TO THE NORTHERLY LINE OF SAID LOT 1, AND 25 FEET NORTHWESTERLY OF THE EASTERLY LINE OF SAID LOT 1, AS MEASURED PARALLEL TO THE NORTHERLY LINE OF SAID LOT 1, THENCE CONTINUING NORTHWESTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID LOT 1 TO THE WESTERLY LINE OF SAID LOT 1, THENCE NORTHERLY ON SAID WESTERLY LOT LINE TO THE NORTHWEST CORNER OF LOT 1 AFORESAID, THENCE SOUTHEASTERLY ALONG THE NORTHERLY LOT LINE OF SAID LOT 1, A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING) IN KLEHM'S SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

(EXCEPT THAT PART TAKEN FOR THE WIDENING OF ARLINGTON HEIGHTS ROAD IN CIRCUIT COURT OF COOK COUNTY CASE 93L51013 MORE PARTICULARLY DESCRIBED AS FOLLOWS: THAT PART OF LOT 1 IN KLEHM'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 3, 1968 AS DOCUMENT 2077082, DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF NORTH 82 DEGREES, 16 MINUTES, 09 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 21.39 FEET; THENCE NORTH 10 DEGREES, 19 MINUTES, 11 SECONDS EAST 89.28 FEET; THENCE NORTHWESTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE WEST, RADIUS 60 FEET, CENTRAL ANGLE 73 DEGREES, 43 MINUTES, 56 SECONDS, 77.21 FEET; THENCE NORTH 63 DEGREES, 24 MINUTES, 45 SECONDS WEST ALONG TANGENT 88.70 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE NORTH 7 DEGREES, 45 MINUTES, 52 SECONDS EAST ALONG THE SAID WESTERLY LINE OF LOT 1 A DISTANCE OF 10.56 FEET TO THE SOUTHERLY EXISTING RIGHT OF WAY OF ALGONQUIN ROAD (ILLINOIS ROUTE 62); THENCE SOUTH 63 DEGREES, 24 MINUTES, 45 SECONDS EAST ALONG SAID SOUTHERLY EXISTING RIGHT OF WAY LINE OF ALGONQUIN ROAD (ILLINOIS ROUTE 62) A DISTANCE OF 125 FEET; THENCE SOUTH 28 DEGREES, 17 MINUTES, 13 SECONDS EAST 40.20 FEET (39.747 FEET, RECORDED) TO THE EASTERLY LINE OF SAID LOT 1; THENCE SOUTH 7 DEGREES, 46 MINUTES, 30 SECONDS WEST ALONG THE EASTERLY LINE OF LOT 1 A DISTANCE OF 115 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS

ADDRESS: 3 WEST ALGONQUIN ROAD, ARLINGTON HEIGHTS, ILLINOS
PIN: 08-16-400-024

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EXHIBIT A-5

LEGAL DESCRIPTION OF REAL ESTATE

LOT 1 IN ATLANTIC RICHFIELDS SUBDIVISION OF THE SOUTH 175 FEET OF THE NORTH 215 FEET OF THE WEST 300 FEET OF THE EAST 960 FEET OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 2, 1984 AS DOCUMENT 26954549, IN COOK COUNTY, ILLINOIS (**EXPECTING FROM SAID LOT 1 THAT PORTION TAKEN FOR STREET BY CONDEMNATION IN CASE NO. 86L51461 DESCRIBED AS FOLLOWS:**

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 24 MINUTES 27 SECONDS WEST ON THE EAST LINE OF SAID LOT 1 A DISTANCE OF 20 FEET TO A 5/8 INCH REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAY RIGHT OF WAY CORNER RLS 2377"; THENCE NORTH 45 DEGREES 21 MINUTES 50 SECONDS WEST 27.90 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1 THAT IS 20 FEET WEST OF THE POINT OF BEGINNING, AS MEASURED ON SAID NORTH LINE; THENCE NORTH 88 DEGREES 51 MINUTES 53 SECONDS EAST ON SAID NORTH LINE 20 FEET TO THE POINT OF BEGINNING).

Address: 3301 Howard, Skokie, Illinois
PIN: 10-26-401-078

UNOFFICIAL COPY

EXHIBIT A-6

LEGAL DESCRIPTION OF REAL ESTATE

THAT PART OF THE NORTH WEST QUARTER OF FRACTIONAL SECTION 33, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH EAST CORNER OF THE NORTH WEST QUARTER AFORESAID, RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION 5 CHAINS AND 55 LINKS TO THE CENTER OF ROAD, THENCE ALONG THE MIDDLE OF SAID ROAD NORTH 59 1/2 DEGREES EAST 6 CHAINS AND 33 LINKS TO THE EAST LINE OF SAID QUARTER SECTION, THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER SECTION AND THE CENTER OF ROAD 2 CHAINS AND 93 LINKS TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Address: 309 Ridge Road, Wilmette, Illinois
PIN: 05-23-301-011

UNOFFICIAL COPY

EXHIBIT A-7

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1:

THAT PART LYING EAST OF THE EAST LINE OF SKOKIE BOULEVARD OF THAT PART OF THE WEST 1/2 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SECTION 15 AFORESAID WITH THE CENTER LINE OF GROSS POINT ROAD RUNNING THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROAD 247.2 FEET; THENCE NORTHWESTERLY 186.1 FEET MORE OR LESS TO A POINT IN THE WEST LINE OF SECTION 15 AFORESAID, 252.5 FEET (MEASURED ON THE WEST LINE) NORTH OF THE CENTER LINE OF SAID GROSS POINT ROAD? THENCE SOUTH TO THE PLACE OF BEGINNING

(EXCEPT THAT PORTION TAKEN FOR HIGHWAY PURPOSES BY THE STATE OF ILLINOIS IN CONDEMNATION CASE NO. 8 (L) 6856 AND BEING THAT PART LYING EAST OF THE EAST LINE OF SKOKIE BOULEVARD OF THAT PART OF THE WEST 1/2 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 15 WITH THE CENTERLINE OF GROSS POINT ROAD; THENCE NORTH 44 DEGREES, 14 MINUTES, 41 SECONDS EAST ALONG SAID CENTERLINE 71.77 FEET TO THE EAST LINE OF SKOKIE BOULEVARD BEING PARALLEL WITH AND 50.0 FEET NORMALLY DISTANT EASTERLY OF SAID WEST LINE OF SECTION 15, ALSO BEING THE POINT OF BEGINNING THENCE NORTH 44 DEGREES, 14 MINUTES, 41 SECONDS EAST ALONG THE CENTERLINE OF GROSS POINT ROAD FOR A DISTANCE OF 175.43 FEET; THENCE NORTH 66 DEGREES, 20 MINUTES, 11 SECONDS WEST FOR A DISTANCE OF 35.25 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF GROSS POINT ROAD; THENCE SOUTH 44 DEGREES, 14 MINUTES, 41 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 55.09 FEET TO A POINT; THENCE WESTERLY ALONG THE ARC OF A TANGENTIAL CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 36 FEET AND A CENTRAL ANGLE OF 135 DEGREES, 50 MINUTES, 32 SECONDS FOR A DISTANCE OF 71.13 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SKOKIE BOULEVARD; THENCE SOUTH 0 DEGREE, 05 MINUTES, 13 SECONDS WEST ALONG SAID LINE FOR A DISTANCE OF 111.37 FEET TO THE POINT OF BEGINNING, ALSO EXCEPT THAT PART FALLING IN SKOKIE BOULEVARD.)

PARCEL 2:

THAT PART LYING EAST OF THE EAST LINE OF SKOKIE BOULEVARD OF THAT PART OF LOT 3 LYING WESTERLY OF GROSS POINT ROAD IN THE PARTITION BETWEEN THE HEIRS OF MICHAEL DIEDERICH OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ADDRESS: 9301 Skokie Blvd., Skokie, Illinois
 PIN: 10-15-115-010
 10-15-115-012

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EXHIBIT A-8

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1

LOT 1 IN SHELL OIL COMPANY'S CONSOLIDATION PLAT OF PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 92476264, (EXCEPTING THEREFROM, THAT PART OF LOT 2 IN SCHNELL'S DIVISION, BEING A SUBDIVISION IN SECTION 21, TOWNSHIP 41 NORTH, RANGE EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF LOT 1 IN ELK GROVE VILLAGE SECTION 1 NORTH, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO KNOWN AS PART OF LOT 1 IN SHELL OIL COMPANY'S CONSOLIDATION PLAT, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 30, 1992 AS DOCUMENT 92476264, ALL IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY EXISTING RIGHT OF WAY LINE OF ARLINGTON HEIGHTS ROAD WITH A LINE 149.04 FEET NORMALLY DISTANT SOUTHERLY AND PARALLEL WITH THE MOST NORTHERLY OF SAID LOT 1 EXTENDED WESTERLY; THENCE ON AN ASSUMED BEARING OF NORTH 13 DEGREES 45 MINUTES 37 SECONDS EAST ALONG THE EASTERLY EXISTING RIGHT OF WAY LINE OF ARLINGTON HEIGHTS ROAD 3 9.56 FEET TO AN ANGLE POINT ON THE EASTERLY EXISTING RIGHT OF WAY LINE OF ARLINGTON HEIGHTS ROAD; THENCE NORTH 17 DEGREES 42 MINUTES 37 SECONDS EAST ALONG THE EASTERLY EXISTING RIGHT OF WAY LINE OF ARLINGTON HEIGHTS ROAD 105.16 FEET TO AN ANGLE POINT ON THE EASTERLY EXISTING RIGHT OF WAY LINE OF ARLINGTON HEIGHTS ROAD; THENCE NORTH 58 DEGREES 10 MINUTES 12 SECONDS EAST 46.57 FEET (46.52 FEET, RECORDED) TO THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF HIGGINS ROAD; THENCE SOUTH 82 DEGREES 47 MINUTES 23 SECONDS EAST ALONG THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF HIGGINS ROAD 9.07 FEET TO A POINT ON A 20.00 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS SOUTH 7 DEGREES 12 MINUTES 37 SECONDS WEST FROM SAID POINT; THENCE SOUTHERLY ALONG SAID CURVE CENTRAL ANGLE 80 DEGREES 13 MINUTES 53 SECONDS, 28.01 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A 2945.57 FOOT RADIUS CURVE CONCAVE EASTERLY, THE CENTER OF CIRCLE OF SAID CURVE BEARS SOUTH 73 DEGREES 01 MINUTE 16 SECONDS EAST FROM SAID POINT, CENTRAL ANGLE 3 DEGREES 03 MINUTES 19 SECONDS, 157.07 FEET TO A POINT 149.04 FEET NORMALLY DISTANT SOUTHERLY OF THE MOST SOUTHERLY LINE OF SAID LOT 1 EXTENDED WESTERLY; THENCE NORTH 82 DEGREES 47 MINUTES 23 SECONDS WEST ALONG A LINE 149.04 FEET NORMALLY DISTANT SOUTHERLY AND PARALLEL WITH THE MOST NORTHERLY LINE OF SAID LOT 1 EXTENDED WESTERLY 26.69 FEET TO THE POINT OF BEGINNING.) IN COOK COUNTY, ILLINOIS.

PARCEL 2

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AFORESAID, AS CREATED BY AGREEMENT DATED JANUARY 17, 1992 AND RECORDED APRIL 21, 1992 AS DOCUMENT NUMBER 92261461 AND FOR INGRESS AND EGRESS OVER, UPON AND ACROSS THOSE PORTIONS OF THE PROPERTY LYING EAST AND SOUTH OF THE LAND DESCRIBED IN AFORESAID PARCEL 1, AS DEPICTED ON EXHIBIT C ATTACHED TO AFORESAID AGREEMENT.

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ADDRESS: 1 EAST HIGGINS ROAD, ELK GROVE VILLAGE, ILLINOIS
PIN: 08-21-403-034

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY
Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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EXHIBIT A-9

LEGAL DESCRIPTION OF REAL ESTATE

LOT 1 IN WALTER M. LINDENBERG'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address: 3501 Lake Street, Wilmette, Illinois

PIN: 05-31-105-022

Property of COOK COUNTY Clerk's Office
RECORDER OF DEEDS
SCANNED BY _____

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EXHIBIT A-10

LEGAL DESCRIPTION OF REAL ESTATE

LOTS 21, 22, 23 AND 24 IN BLOCK 13 (EXCEPT THE SOUTH 7 FEET CONDEMNED FOR WIDENING OF DEMPSTER STREET) IN HIELD AND MARTIN'S DEMPSTER STREET TERMINAL SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST ¼ OF SECTION 16, AND IN THE SOUTH EAST ¼ OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address: 5600 Dempster Avenue, Morton Grove, Illinois
PIN: 16-17-431-045

Property of COOK COUNTY
Recorder of Deeds Clerk's Office
RECORDED BY
SCANNED BY _____

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EXHIBIT A-11

LEGAL DESCRIPTION OF REAL ESTATE

THE WEST 8 FEET OF LOT 3, ALL OF LOTS 4, 5, 6, 7, 8, 9 AND 10 IN BLOCK ONE IN JOHNSON'S SUBDIVISION OF THE WEST ½ OF BLOCK 6 AND ALL OF THE WEST ½ OF BLOCK 11 (EXCEPT A TRIANGULAR PIECE OFF OF THE SOUTHEAST CORNER OF SAID WEST ½ OF LOT 11) IN JACKSON'S SUBDIVISION OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF JOHNSON'S SUBDIVISION RECORDED JULY 30, 1919 IN BOOK 159 OF PLATS, PAGE 2, IN COOK COUNTY, ILLINOIS

EXCEPT THAT PART OF LOT 10 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 10, THENCE SOUTH ALONG THE WEST LINE OF LOT 10, A DISTANCE OF 100 FEET, THENCE NORTHEASTERLY IN A STRAIGHT LINE TO A POINT 5 FEET EAST OF THE WEST LINE OF LOT 10, MEASURED PERPENDICULARLY AND 4 FEET SOUTH OF THE NORTH LINE OF LOT 10, MEASURED PERPENDICULARLY, THENCE NORTHEASTERLY IN A STRAIGHT LINE TO A POINT ON THE NORTH LINE OF LOT 10, WHICH IS 20 FEET EAST OF THE NORTHWEST CORNER THEREOF, AS MEASURED ALONG SAID NORTH LINE, THENCE WEST A DISTANCE OF 20 FEET TO THE POINT OF BEGINNING

Address: 5155 N. Kimball Avenue, Chicago, Illinois
PIN: 13-11-404-046

UNOFFICIAL COPY

EXHIBIT A-12

Legal Description

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: JESSEE W. CUNDIFF, AS LESSOR, AND SHELL OIL COMPANY DATED JULY 1, 1986 AND DISCLOSED BY A MEMORANDUM OF LEASE RECORDED ON MAY 29, 1987 AS DOCUMENT NUMBER 87291201 FOR A TERM BEGINNING ON DECEMBER 1, 1986 AND ENDING SEPTEMBER 30, 2001 AND AS AMENDED BY AN UNRECORDED AGREEMENT DATED JUNE 28, 2001 EXTENDING THE TERM OF THE LEASE UNTIL SEPTEMBER 30, 2006 AND AS THEREAFTER AMENDED BY AN UNRECORDED AGREEMENT DATED JANUARY 17, 2006 EXTENDING THE TERM OF THE LEASE UNTIL SEPTEMBER 30, 2016 AND AS ASSIGNED BY SHELL OIL COMPANY TO EQUILON ENTERPRISES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LESSEE/ASSIGNEE, BY AN UNRECORDED ASSIGNMENT OF LEASE EFFECTIVE JULY 1, 1998 AS DISCLOSED BY A MEMORANDUM OF ASSIGNMENT OF LEASE RECORDED APRIL 5, 1999 AS DOCUMENT NUMBER 99323265

THAT PART OF THE EAST 208.00 FEET OF LOT 2 (AS MEASURED ON THE SOUTH LINE THEREOF), LYING NORTH OF A LINE DRAWN PERPENDICULARLY TO THE EAST LINE OF SAID LOT, THROUGH A POINT 309.47 FEET NORTH OF THE SOUTHEAST CORNER THEREOF ALL IN A. HEMINGWAY'S SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 1 AND PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART THEREOF TAKEN FOR NORTH HARLEM AVENUE, AS PER DOCUMENTS 24071450 AND 99968156, IN COOK COUNTY, ILLINOIS.

Address: 7201 W. Higgins, Chicago, Illinois

PIN: 12-12-202-077-0000

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EXHIBIT A-13

Legal Description

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: FRED KELLERHALS AND MARIE F. KELLERHALS, HIS WIFE, AS LESSOR, AND SHELL OIL COMPANY, A DELAWARE CORPORATION, AS LESSEE, DATED OCTOBER 8, 1959, WHICH LEASE WAS RECORDED OCTOBER 8, 1959 AS DOCUMENT LR1926109 AND AS SUPPLEMENTED BY AGREEMENT FILED OCTOBER 10, 1960 AS DOCUMENT LR1948022 AND AS AMENDED BY AGREEMENT FILED APRIL 9, 1970 AS DOCUMENT LR2498174, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING JULY 1, 1960 AND ENDING JUNE 30, 1975 TOGETHER WITH OPTIONS TO EXTEND THE TERMS FOR 4 ADDITIONAL PERIODS OF 5 YEARS EACH.

ASSIGNMENT TO EQUILON ENTERPRISES, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, RECORDED APRIL 5, 1999 AS DOCUMENT 99323265.

THAT PART OF LOT 14 LYING WEST OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD IN MCDONNELL'S SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SOUTH EAST 1/4 WITH THE CENTER LINE OF LEHIGH AVENUE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID LEHIGH AVENUE, A DISTANCE OF 35.43 FEET; THENCE WEST ALONG A LINE 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 32.21 FEET TO A POINT WHICH IS 30 FEET SOUTHWESTERLY OF (MEASURED AT RIGHT ANGLES TO) THE CENTER LINE OF SAID LEHIGH AVENUE FOR A POINT OF BEGINNING OF THIS TRACT; THENCE WEST ALONG A LINE WHICH IS 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 183.74 FEET TO A POINT; THENCE NORTH ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 86 FEET TO A POINT; THENCE EAST ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 78.15 FEET TO A POINT; THENCE NORTH ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 6 FEET TO A POINT; THENCE EAST ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 26.40 FEET TO A POINT (THE LAST DESCRIBED LINE HEREINAFTER REFERRED TO AS LINE "A"); THENCE NORTHEASTERLY ALONG A DIAGONAL LINE DRAWN FROM SAID POINT TO A POINT IN THE SOUTHWESTERLY LINE OF SAID LEHIGH AVENUE WHICH POINT IS A DISTANCE OF 126.25 FEET NORTHWESTERLY OF THE POINT OF BEGINNING OF THIS TRACT AS MEASURED ALONG THE SOUTHWESTERLY LINE OF SAID LEHIGH AVENUE, A DISTANCE OF 41.95 FEET, (THE LAST DESCRIBED DIAGONAL LINE HEREINAFTER REFERRED TO AS LOT "B"); THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LEHIGH AVENUE A DISTANCE OF 126.25 FEET TO THE POINT OF BEGINNING OF THIS TRACT, **EXCEPT THAT PART DESCRIBED AS FOLLOWS:** THAT PART OF LOT 14 LYING WEST OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD IN MCDONNELL'S SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH,

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RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SOUTH EAST 1/4 WITH THE CENTER LINE OF LEHIGH AVENUE, SAID POINT DISTANT EASTERLY 1002.14 FEET FROM THE SOUTHWEST CORNER OF SAID SOUTH EAST 1/4; THENCE ON AN ASSUMED BEARING OF NORTH 21 DEGREES, 19 MINUTES, 55 SECONDS WEST ALONG THE CENTER LINE OF SAID LEHIGH AVENUE 35.43 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG A LINE 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4, 32.21 FEET TO THE POINT OF BEGINNING, SAID POINT BEING 30 FEET SOUTHWESTERLY AS MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF SAID LEHIGH AVENUE; THENCE CONTINUING NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG SAID LINE 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4, 183.74 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST 7 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4, 158.52 FEET; THENCE NORTH 34 DEGREES, 20 MINUTES, 02 SECONDS EAST 25.36 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID LEHIGH AVENUE; THENCE SOUTH 21 DEGREES, 19 MINUTES, 55 SECONDS EAST ALONG SAID RIGHT OF WAY LINE 30 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOTS 11 AND 14 LYING WEST OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY, IN CHARLES MCDONNELL'S SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (**EXCEPTING FROM SAID PARCEL OF LAND THAT PART OF LOT 14 DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SOUTH EAST 1/4 WITH THE CENTER LINE OF LEHIGH AVENUE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID LEHIGH AVENUE A DISTANCE OF 35.43 FEET; THENCE WEST ALONG A LINE 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 32.21 FEET TO A POINT WHICH IS 30 FEET SOUTHWESTERLY OF (MEASURED AT RIGHT ANGLES TO) THE CENTER LINE OF SAID LEHIGH AVENUE FOR A POINT OF BEGINNING OF TRACT HEREIN BEING DESCRIBED; THENCE WEST ALONG A LINE WHICH IS 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 183.74 FEET TO A POINT; THENCE NORTH ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 86 FEET TO THE A POINT; THENCE EAST ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 78.15 FEET TO A POINT; THENCE NORTH ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 6 FEET TO A POINT; THENCE EAST ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 26.40 FEET TO A POINT, (THE LAST DESCRIBED LINE HEREINAFTER REFERRED TO AS LINE "A"); THENCE NORTHEASTERLY ALONG A DIAGONAL LINE DRAWN FROM SAID POINT TO A POINT IN THE SOUTHWESTERLY LINE OF SAID LEHIGH AVENUE WHICH POINT IS A DISTANCE OF 126.25 FEET NORTHWESTERLY OF THE POINT OF BEGINNING OF THIS TRACT AS MEASURED ALONG THE SOUTHWESTERLY LINE OF SAID LEHIGH AVENUE, A DISTANCE OF 41.95 FEET, (THE LAST DESCRIBED DIAGONAL LINE HEREINAFTER REFERRED TO AS LINE "B"); THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LEHIGH AVENUE A DISTANCE OF 126.25 FEET TO THE POINT OF BEGINNING OF SAID TRACT; ALSO EXCEPTING FROM SAID PARCEL OF LAND THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SOUTHEAST 1/4 WITH THE**

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CENTERLINE OF LEHIGH AVENUE; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID LEHIGH AVENUE A DISTANCE OF 35.43 FEET; THENCE WEST ALONG A LINE 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4 A DISTANCE OF 32.21 FEET TO A POINT WHICH IS 30 FEET SOUTHWESTERLY OF (MEASURED AT RIGHT ANGLES TO) THE CENTERLINE OF SAID LEHIGH AVENUE; THENCE WEST ALONG A LINE WHICH IS 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4 A DISTANCE OF 183.74 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN BEING DESCRIBED; THENCE NORTH ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 173.0 FEET TO A POINT ON A LINE WHICH IS 206.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 116.14 FEET TO THE INTERSECTION OF SAID PARALLEL LINE WITH THE SOUTHWESTERLY LINE OF SAID LEHIGH AVENUE; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LEHIGH AVENUE A DISTANCE OF 608.23 FEET TO THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE WEST LINE OF SAID LOT 11; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 11 AND THE WEST LINE OF SAID LOT 14 A DISTANCE OF 739.60 FEET TO THE INTERSECTION OF SAID LINE WITH A LINE WHICH IS 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 115.43 FEET TO THE POINT OF BEGINNING OF SAID TRACT) IN COOK COUNTY, ILLINOIS.

BEING ALL OF THAT CERTAIN TRACT DESCRIBED AS "WIC 212-5666-0305, 5900 TOUHY & LEHIGH, NILES, COOK, ILLINOIS" IN EXHIBIT "A" OF THE ASSIGNMENT OF LEASE BETWEEN SHELL OIL COMPANY AND EQUILQN ENTERPRISES, RECORDED APRIL 5, 1999 AS DOCUMENT NUMBER 99323265.

Address: 5900 West Touhy, Niles, Illinois:
 PIN: 10-29-402-028-0000
 10-29-402-030-0000

UNOFFICIAL COPY

EXHIBIT A-14

Legal Description

(A) INTENTIONALLY DELETED

(B) THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 8, 1963 AND KNOWN AS TRUST NUMBER 30241, AS LESSOR, AND SHELL OIL COMPANY, A DELAWARE LIMITED LIABILITY COMPANY, AS LESSEE, A MEMORANDUM OF WHICH LEASE WAS RECORDED NOVEMBER 6, 1969 AS DOCUMENT 21005746, AGREEMENT SUPPLEMENTING LEASE RECORDED FEBRUARY 22, 1971 AS DOCUMENT 21402264, MEMORANDUM OF AGREEMENT AMENDING LEASE DATED JULY 31, 2005 AND RECORDED NOVEMBER 22, 1995 AS DOCUMENT 95811023 AND ASSIGNMENT OF LEASE RECORDED AS DOCUMENT 99323266, ASSIGNING LEASE TO EQUILON ENTERPRISES, L.L.C., WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING - AND ENDING.

THAT PART OF THE NORTH 1/2 OF CYNTHIA ROBINSON'S TRACT, LYING WEST OF THE CENTER OF DES PLAINES RIVER ROAD IN THE PARTITION OF THE NORTH SECTION OF ROBINSON'S RESERVATION IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 50.00 FEET SOUTH OF THE NORTH LINE OF SECTION 15, ALSO BEING THE CENTERLINE OF LAWRENCE AVENUE, AND 50.00 FEET WEST OF THE CENTERLINE OF RIVER ROAD; THENCE SOUTH ALONG A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE CENTERLINE OF RIVER ROAD, A DISTANCE OF 150.00 FEET; THENCE NORTHWESTERLY, A DISTANCE OF 23.62 FEET TO A POINT ON A LINE 190.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 15; THENCE WEST ON LAST MENTIONED PARALLEL LINE, A DISTANCE OF 180.00 FEET TO A POINT ON A LINE 250.00 FEET WEST OF AND PARALLEL WITH THE CENTERLINE OF RIVER ROAD; THENCE NORTH ON LAST MENTIONED PARALLEL LINE TO A POINT 50.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 15; THENCE EAST ON A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 15 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

BEING ALL OF THE SAME TRACT OF LAND DESCRIBED IN ABOVE LEASE AS ASSIGNED TO EQUILON ENTERPRISES LLC BY ASSIGNMENT RECORDED UNDER DOCUMENT NO. 99323266

Address: 4758 River Rd., Schiller Park, Illinois
PIN: 12-15-100-14-0000

UNOFFICIAL COPY

EXHIBIT B

LEASES

| Location | Lease Date | Lessee |
|---|-------------------|------------------------------------|
| 3301 Howard, Skokie, Illinois | May 19, 2010 | Falcon Food Mart, Inc. |
| 5155 Kimball, Chicago, Illinois | May 19, 2010 | Foster Shell Mart, Inc. |
| 5600 Dempster Morton Grove, Illinois | May 19, 2010 | D&C Food Mart, Inc. |
| 6941 W. Dempster, Morton Grove, Illinois | May 19, 2010 | D W Mart, Inc. |
| 9301 Howard, Skokie, Illinois | May 19, 2010 | Golf Shell Mart, Inc. |
| 5055 W. Touhy, Skokie, Illinois | May 19, 2010 | LeClaire Shell Mart, Inc. |
| 399 Ridge, Wilmette, Illinois | May 19, 2010 | Ridge Shell Mart, Inc. |
| 3501 Lake, Wilmette, Illinois | May 19, 2010 | Waukegan Shell Mart, Inc. |
| 1 E. Higgins, Elk Grove Village, Illinois | May 19, 2010 | R.S. Enterprises of Illinois, Inc. |
| 2501 N. Meacham, Schaumburg, Illinois | May 19, 2010 | R.S. Enterprises of Illinois, Inc. |
| 3 W. Algonquin Rd., Arlington Heights, Illinois | May 19, 2010 | R.S. Enterprises of Illinois, Inc. |
| 7201 W. Higgins, Chicago, Illinois | May 19, 2010 | Higgins Shell Mart, Inc. |
| 5900 W. Touhy, Niles, Illinois | May 19, 2010 | Letigh Shell Mart, Inc. |
| 4758 N. River Road, Schiller Park, Illinois | May 19, 2010 | Harry Psarros and George Zervos |