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Doc#: 1014541025 Fee: \$64.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 05/25/2010 10:12 AM Pg: 1 of 13

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

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

Permanent Real Estate Tax Index No:

See Exhibit A attached hereto

Street Address:

See Exhibit A attached hereto

ABOVE SPACE FOR RECORDER'S USE ONLY

**COLLATERAL ASSIGNMENT OF GROUND LEASES**

THIS COLLATERAL ASSIGNMENT OF GROUND LEASES (this "Assignment") made this 19<sup>th</sup> day of May, 2010, by **RITELINE PROPERTIES LLC**, an Illinois limited liability company (the "Assignor"), in favor of **FIRST MIDWEST BANK**, an Illinois banking corporation, its successors and assigns (the "Bank").

**WITNESSETH:**

A. The owners identified on **Exhibit A** attached hereto (collectively, the "Owners") are the owners of the real estate described in **Exhibits B-1 to B-3** attached hereto (collectively, the "Premises"). Owners have leased the Premises to Assignor (or Assignor's predecessor in interest) pursuant to the Ground Leases identified on **Exhibit A** attached hereto (collectively, as amended from time to time, the "Ground Leases").

B. Pursuant to that certain Loan and Security Agreement dated of even date herewith by and between the Assignor, **RM Petroleum, Inc.**, an Illinois corporation ("Petroleum"; and, together with Assignor, the "Borrowers"), and the Bank (the "Loan Agreement"), the Borrowers are obligated to the Bank for the obligations described therein, in the Notes, in the Leasehold Mortgage and in the other Loan Documents (as said terms are defined in the Loan Agreement) (collectively, the "Loan Obligations").

C. The Bank requires that Assignor, as a condition precedent to the disbursement of moneys and other financial accommodations pursuant to the Loan Agreement (the "Loan"), execute and deliver this Assignment as further security for the payment of the Loan Obligations, and Assignor desires to deliver this Assignment to Bank in order to induce Bank to accept the Notes and make the Loan.

**NOW, THEREFORE**, to secure (i) the payment by Borrowers when and as due and payable of the Loan Obligations, and (ii) the performance and observance of the covenants and agreements contained in and the payment of all obligations of Assignor under this Assignment, the

*Box 400 Fagan*

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Loan Agreement and the Loan Documents (all such indebtedness, obligations, agreements and liabilities identified in the foregoing clauses (i) and (ii) being hereinafter referred to as the "Obligations"), Assignor hereby collaterally sells, assigns, transfers, conveys, warrants, sets over and grants a security interest unto Bank of all of Assignor's right, title and interest as ground lessee in and to the Ground Leases (but not its obligations thereunder), and any and all amendments thereto or extensions and renewals thereof, it being the intention hereby to establish a collateral assignment of the Ground Leases to Bank, all on the following terms and conditions, provided, however, that so long as Assignor is not in default hereunder, Assignor shall have the right to exercise its rights under the Ground Leases, subject to the terms hereof.

The Assignor further covenants and agrees with the Bank as follows:

1. **Payment of Obligations.** Assignor is collaterally assigning its rights under the Ground Leases to secure the prompt payment, when and as due and payable, and performance of the Obligations.

2. **Powers of Bank** Subject to the rights of Assignor as set forth in Section 5 below, Assignor hereby irrevocably appoints Bank its true and lawful attorney with full power of substitution and with full power for Bank, in its own name and stead, to enter upon the Premises, or any part thereof, and take possession thereof forthwith to the extent necessary to affect cure of any default on the part of the Assignor as tenant under the Ground Leases; and Assignor hereby grants full power and authority to Bank to exercise all rights, privileges, and powers granted to the Assignor under the Ground Leases. The Bank shall be under no obligation to press any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the Assignor under the Ground Leases and does not assume any of the liabilities in connection with or arising, or growing out of the covenants and agreements of Assignor in the Ground Leases; and Assignor covenants and agrees that it will faithfully perform all of the obligations imposed under the Ground Leases and hereby agrees to indemnify Bank and to hold it harmless from any liability, loss, or damage, which is incurred by it under the Ground Leases or by reason of this Assignment, and from any and all claims and demands whatsoever, which are asserted against Bank by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Ground Leases. It is further understood that this Assignment shall not, until Bank exercises its rights hereunder, operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Bank, nor shall it operate to make Bank liable for the carrying out of any of the terms and conditions of the Ground Lease, or for any waste of the Premises by the Assignor, Owners or any other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair, or control of said Premises resulting in the loss or injury or death to any sublessee, licensee, employee or stranger.

3. **Representations and Warranties.** Assignor represents and warrants that: (a) Owners are the sole landlords under the respective Ground Leases and Assignor is the sole tenant under the Ground Leases, (b) the Ground Leases are legal, valid and enforceable, are in full force and effect and has not been altered, modified or amended in any manner whatsoever, and (c) it is not in material default under any of the terms, covenants or conditions thereof and no state of facts exist which, with the giving of notice or lapse of time or both, would constitute a default thereunder.

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Assignor further represents and warrants that this Assignment has been duly authorized, executed and delivered by the Assignor and constitutes a valid and legally binding instrument enforceable against the Assignor in accordance with its terms.

#### 4. Covenants.

(a) Assignor covenants and agrees with Bank that it shall, without cost, liability or expense to Bank, at all times promptly and faithfully abide by, discharge and perform each and every covenant, condition and agreement in the Ground Leases, and (ii) upon request of Bank, make, execute and deliver to Bank, any instruments required to effect the assignment created hereby.

(b) Assignor covenants and agrees with Bank that Assignor shall not, without the written consent of the Bank: (i) permit the Ground Leases to become subordinate to any lien other than a lien created by this Assignment or any other lien in favor of the Bank, (ii) execute an assignment, hypothecation or pledge of the Ground Leases, except as security for the Obligations, and (iii) alter, modify, amend, or change, or cause to be altered, modified, amended or changed, the material terms of the Ground Leases.

(c) Assignor will notify the Owners of this Assignment and the Leasehold Mortgage and will use its best efforts to cause the Owners to send to Bank a copy of any notices sent by the Owners to Assignor under the Ground Leases.

5. Certain Rights of Assignor. So long as there shall exist no Event of Default hereunder, Assignor shall have the right to enjoy the Ground Leases and the Premises and to exercise all of its rights under the Ground Leases except as set forth herein and in the Loan Documents.

6. Security Agreement. This Assignment is intended to be a security agreement for purposes of the Uniform Commercial Code as in effect from time to time in the State of Illinois (the "Code").

7. Event of Default. Any default as set forth in the Loan Agreement shall constitute an "Event of Default" under this Assignment.

8. Bank's Remedies. Upon the occurrence of an Event of Default hereunder, and without regard to the adequacy of any other security therefor or whether or not the entire principal sum of the Obligations is declared to be immediately due, forthwith, upon demand of Bank, Bank shall have all of the rights and remedies of a secured party under the Code or other applicable law and all rights provided herein, or in any other document securing the Obligations, all of which rights and remedies shall, to the full extent permitted by law, be cumulative, and may, at its option, exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Events of Default, without further notice or demand on Assignor, without regard to the adequacy of the security for the Obligations, without releasing Borrowers or any guarantor or co-maker of the Obligations from any obligation hereunder, and

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with or without bringing any action or proceeding to foreclose any lien 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) terminate any right and power which the Assignor may have to exercise any rights under the Ground Leases;
- (c) exercise in its own name or in the name of the Assignor any and all rights under the Ground Leases; and
- (d) transfer and assign the rights under the Ground Leases to an entity which acquires any interest under the Loan or in the Loan Agreement, Notes or other Loan Documents, or to any person or entity which acquires title to all or any portion of the Premises.

9. **No Liability.** Bank shall not be liable for any loss sustained by Assignor resulting from any act or omission of Bank with respect to the Premises after the occurrence of an Event of Default hereunder.

10. **Defeasance.** Upon payment in full of the principal sum and the interest thereon of the Obligations, this Assignment shall become and be void.

11. **Right to Exercise Remedies.** Nothing contained in this Assignment and no act done or omitted by Bank pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Bank of its rights and remedies under the Loan Agreement. This Assignment is made without prejudice to any of the rights and remedies possessed by Bank under the terms of the Loan Agreement or the Loan Documents, it being agreed and understood that no remedy conferred upon or reserved to Bank herein or in the Loan Agreement or the other Loan Documents is intended to be exclusive of any other remedy or remedies, and each and every such remedy and all representations herein and in the Loan Agreement contained shall be cumulative and concurrent and shall be in addition to every other remedy given hereunder and thereunder or now or hereafter existing at law or in equity or by statute. Remedies may be pursued singly, successively or together against Assignor or the Premises at the sole discretion of Bank. The right of Bank to collect the principal sum and interest thereon of the Obligations and to enforce any other security therefor held by it may be exercised by Bank either prior to, simultaneously with or subsequent to any action taken by it hereunder.

12. **Binding on Successors.** This Assignment and the covenants herein contained shall inure to the benefit of Bank and any subsequent holder of the Notes and shall be binding upon Assignor and its successors and permitted assigns.

13. **Miscellaneous.**

(a) This Assignment may not be modified, amended, discharged or waived, except by an agreement in writing and signed by the party against whom enforcement of any such

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modification, amendment, discharge or waiver is sought.

(b) The section headings in this Assignment are used for convenience only and are not to be taken as a part of this Assignment or to be used in determining the intent of the parties or otherwise in interpreting this Assignment.

(c) This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

(d) In the event any provision of this Assignment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(e) This Assignment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(f) The Assignor and the Bank, and their respective legal counsel, have participated in the drafting of this Assignment, and accordingly the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Assignment.

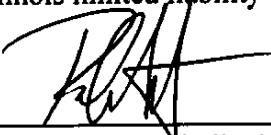
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**IN WITNESS WHEREOF**, the Borrower has executed this Assignment as of the date first written above.

**BORROWER:**

**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

### Ground Leases

1. ***7201 W. Higgins, Chicago, Illinois:***

Lease dated July 1, 1986 between Jesse W. Cundiff, as Lessor, and Shell Oil Company, a Delaware corporation, as Lessee, (i) as memorialized by Memorandum of Lease dated July 1, 1986 between Jesse W. Cundiff, as Lessor and Shell Oil Company, a Delaware corporation, as Lessee recorded on May 29, 1987 as Document No. 87291201; (ii) as assigned by the Assignment of Lease dated June 18, 1998, effective July 1, 1998 between Shell Oil Company and Equilon Enterprises, LLC, recorded on April 5, 1999 as Document No. 99323265; (iii) as extended by an unrecorded Agreement Extending Lease dated June 28, 2001 between Jesse W. Cundiff and Equilon Enterprises LLC; (iv) as extended by an unrecorded Agreement Extending Lease dated January 17, 2006 between Constance A. Cundiff and Equilon Enterprises LLC.

2. ***5900 West Touhy, Niles, Illinois:***

Lease dated October 8, 1959 between Fred Kellerhals and Marie F. Kellerhals, as Lessors, and Shell Oil Company, a Delaware corporation, as Lessee; (i) as supplemented under the Agreement Supplementing Lease dated July 11, 1960 between Fred Kellerhals and Marie F. Kellerhals, as Lessors, and Shell Oil Company, as Lessee, and recorded on October 12, 1960 under Document No. 1948022; (ii) as amended under Agreement Amending Lease dated October 3, 1969 between Fred Kellerhals and Marie F. Kellerhals, as Lessors, and Shell Oil Company, and recorded on April 4, 1970 under Document No. 2498174; (iii) as amended and extended under the Agreement Amending and Extending Lease dated June 20, 1990 between the National Bank & Trust Company of Sycamore, as Trustee under Trust Number 1837 and Shell Oil Company; (iv) as memorialized by an unrecorded Memorandum of Agreement Amending and Extending Lease dated June 20, 1990 between the National Bank & Trust Company of Sycamore, as Trustee under Trust Number 1837 and Shell Oil Company; and (v) as assigned under the Assignment of Lease dated June 18, 1998 between Shell Oil Company and Equilon Enterprises, LLC recorded April 5, 1999 under Document No. 99323265.

3. ***4758 River Rd., Schiller Park, Illinois:***

Lease dated July 31, 1969, between La Salle National Bank, as Trustee, as Lessor, and Shell Oil Company, a Delaware corporation, as Lessee; (i) as memorialized by a Memorandum of Lease dated July 31, 1969 between La Salle National Bank, as Trustee, as Lessor, and Shell Oil Company, a Delaware corporation, as Lessee and recorded as Document No. 21 005 746; (ii) as supplemented by the Agreement Supplementing Lease dated December 18, 1970, between La Salle National Bank and Shell Oil Company and recorded as Document No. 21 402 264; (iii) as amended by the Agreement Amending and Extending Lease dated July 31, 1995, between La Salle National Trust, N.A. and Shell Oil Company; (iv) as memorialized by a Memorandum of Agreement Amending Lease dated July 31, 1995 between La Salle National Trust, N.A. and Shell Oil Company and recorded as Document No. 98811023; (v) as revised by the Letter dated September 14, 1995 to Mr. Robert R. Krilich, Sr., revising the Agreement Amending and Extending Lease, dated July 31, 1995; and (vi) as assigned by the Assignment of Lease dated June 18, 1998 between Shell Oil Company and Equilon Enterprises, LLC recorded as Document No. 99323266.



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## EXHIBIT B-1

### 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 B-2

### 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, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

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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 5 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 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

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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 EQUILON 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*

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## EXHIBIT B-3

### 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 27, 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