Doc#: 1103231020 Fee: \$70.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 02/01/2011 10:47 AM Pg: 1 of 18

Re-RECORDED to

correct certain

Legal descriptions

+ PLUS



2/4's O///Co

Doc#: 1107618086 Fee: \$70.00 Eugene "Gene" Moore

Cook County Recorder of Deeds
Date: 03/17/2011 04:25 PM Pg: 1 of 18

Above Space for Recorder's Use Only

AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF LEASES

By

C.H. JAMES RESTA' JRANT HOLDINGS, LLC, a Delaware limited hability company, as Borrov/er

In favor of

BANK OF AMERICA, N.A., a national banking association, as Lender

(To be recorded in Cook County)

Prepared by and after recording mail to:

N. Neville Reid Fox, Hefter, Swibel, Levin & Carroll, LLP 200 W. Madison St., Suite 3000 Chicago, Illinois 60606

> RE-RECORDED TO CORRECT CERTAIN LEGAL DESCRIPTIONS + PINS

80× 18 198.000 18 195 10 legs

AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF LEASES

THIS AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF LEASES (this "Collateral Assignment of Leases") entered into as of this 11th day of January, 2011, by C.H. JAMES RESTAURANT HOLDINGS, LLC, a Delaware limited liability company, whose address is 1020 North Milwaukee Avenue, Suite 360, Deerfield, Illinois 60015 (the "Borrower"), in favor of BANK OF AMERICA, N.A., a national banking association, whose address is 600 Peachtree Street, NE, GA1-006-13-20, Atlanta, Georgia 30308-2214 (together with its successors and assigns, the "Lender"), who are from time to time parties to that certain Amended and Restated Credit Agreement dated as of May 19, 2008 by and between the Borrower and Lender, as may be amended from time to time (the "Loan Agreement"), witnesseth that:

WHERFAS, pursuant to the Loan Agreement, the Lender agreed to and did make various loans (collectively, the "Loans") to the Borrower and one of the conditions to making the Loans required that the Borrower assign all of its right, title and interest in the leases for each of the Units (as defined in the Loan Agreement), with the right to reassign same, as security for the Loans (the "Assignment");

WHEREAS, pursuant to the Loan Agreement Borrower executed and delivered to Lender a Collateral Assignment of Leases duted as of May 19, 2008 effecting the Assignment (the "Original Collateral Assignment of Leases");

WHEREAS, pursuant to paragraph? of the Original Collateral Assignment of Leases Borrower is obligated to execute and deliver to Lender such additional documents as Lender may reasonably request to complete, perfect or continue and preserve the Assignment;

WHEREAS, Lender desires that Borrower execute and deliver this Amended and Restated Collateral Assignment of Leases (i) in a form appropriate for filing in the real estate records of the various counties in which the Units are located and (ii) to make clear that the Leases include the Borrower's Unit located at 3165 North Milwaukee in Chicago, Illinois (the "Additional Unit" and the lease pertaining thereto the "Additional Lease"); and,

WHEREAS, the leases for the Units, including the Additional Unit, which have been assigned as collateral to Lender shall hereinafter be referred to collectively as the "Leases" and individually as the "Leases", and the respective addresses for the Units and legal descriptions of the premises for the Units and the Leases therefor are appended hereto as Exhibit 1;

NOW, THEREFORE, for and in consideration of the Lender having made the Leans to the Borrower and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby assigns, conveys and delivers to the Lender, with the right to reassign, all of Borrower's right, title and interest in and to the Leases, upon the following terms, covenants, limitations, and conditions:

- 1. The Borrower represents and warrants as of the date hereof as follows:
 - (a) The Borrower has furnished to the Lender a true and complete copy of the Leases or at least as complete as Borrower has in its possession;
 - (b) To the best of Borrower's knowledge, the Leases are in full force and effect and have not been modified beyord the amendments and modifications delivered to Lender;

- Borrower has received no notice of default from any landlord and, to the best of Borrower's knowledge, there are no defaults of the Borrower under the Leases and, to the best of the Borrower's knowledge, there is no fact or circumstance which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases;
- (d) It is the sole "tenant" under the Leases, with good right, power and authority to assign the Leases on the terms and conditions set forth herein except as provided in the Leases;
- (e) The Borrower's rights and interests under the Leases have not been assigned, conveyed, transferred or sublet to any other person, firm, entity or corporation; and
- (f) All rents and other sums due under the Leases have been paid in full to date.
- 2. The Borr ower hereby covenants and agrees as follows:
 - (a) The Borrower shall comply with and perform in a complete and timely manner all of its obligations under the Leases. The Borrower shall give notice to the Lender of any default under any of the Leases received from any landlord promptly. The Porrower shall also provide the Lender with notice of the commencement of an action of ejectment or any summary proceedings for dispossession of the Borrower under any of the Leases;
 - (b) The Lender shall have the right to notify the Lessor at any time and from time to time of any provision of the Loan Documents (as defined in the Loan Agreement);
 - (c) The Borrower shall not without the prior written consent of the Lender (i) perform any act or execute any other instrument which might interfere with the exercise of the Lender's rights hereunder or (ii) execute or agree to make any assignment, pledge or other encumbrance of any of the Leases; and
 - (d) The Lender may assign its right, title and interest under this Collateral Assignment of Leases and any subsequent assignee shall have all of the rights and powers provided to the Lender by this Collateral Assignment of Leases.
- 3. The assignment granted hereby is a collateral assignment of the Leases made as security for the Loans and therefore, the Lender shall not exercise its rights hereunder until an Event of Default (as defined in the Loan Agreement) by the Borrower has occurred.
- 4. Except as provided for in the Loan Agreement, the Borrower shall retain possession of the premises described in the Leases in accordance with the terms and conditions of the Leases so long as no Event of Default by the Borrower has occurred or is occurring. Upon an Event of Default by the Borrower and subject to any restrictions in any consent by the applicable lessor, the Lender shall have the option of taking over the premises described in the Leases for the purpose of operating the same, provided, however, that in the event the Lender elects to exercise such option, written notice of its election to do so shall be delivered promptly by the Lender to the lessor of the pertinent premises and to Borrower. The Lender shall not have the right to possession of the premises until such notice is

delivered to the lessor. Upon delivery of notice of exercise of such option, the Lender shall be deemed to be substituted as the "Tenant" or "Lessee" as defined in said Lease in the place and stead of the Borrower, and shall be deemed to have assumed expressly all of the terms, covenants, and obligations of the Lease theretofore applicable to the Tenant or Lessee, and shall likewise be entitled to enjoy all of the rights and privileges granted to the Borrower under the terms and conditions of the Lease, with the right to reassign the same, at the option of the Lender in accordance with the terms of the Lease or any or all assignees; provided, however, that such assignment shall not include any liability of Tenant or Lessee for any breaches or defaults under the Lease occurring prior to such assignment or any damages arising therefrom.

- 5. This Collateral Assignment of Leases shall not be deemed to impose upon the Lender any of the Solizations or duties of the Borrower provided in any of the Leases, unless and until Lender takes possession of the premises and assumes such obligations or duties. The Borrower is and will remain liable under the Leases to the same extent as though this Collateral Assignment of Leases had not been made. The Leader has not by this Collateral Assignment of Leases assumed any of the obligations of the Borrower under the Leases, except such obligations which arise after such time as the Lender shall have exercised its rights under this Collateral Assignment of Leases and assumed the Borrower's obligations under the Lease or Leases. This Collateral Assignment of Leases shall not make the Lender responsible for the care or repair of the premises or any personal property or for the carrying out of any of the terms of the Leases until Lender takes possession of the premises and assumes such obligations or duties. The Lender shall not be liable in any way for any injury or damage to person or property sustained by any person or persons, firm, or corporation in or about the premises until Lender takes sole possession of the premises.
- 6. Upon the occurrence of a default by the Borrower under any of the Leases, the Lender may, at its option, but shall not be obligated to, perform any Lease covenant for and on behalf of the Borrower, and all monies expended in so doing shall be chargeable to the Borrower and added to the outstanding principal balance of the Loans, shall bear interest at the Default Rate provided under the Loan Agreement until paid in full and shall be immediately due and payable.
- 7. Upon the occurrence of an Event of Default, without notice to or the consent of the Borrower, the Lender shall be entitled to exercise all of the rights and remedies contained in this Collateral Assignment of Leases or in any other Loan Document or otherwise available at law or in equity. The rights and remedies of the Lender under this Collateral Assignment of Leases are cumulative and are not in lieu of, but are in addition to, any other rights or remedies that the Lender may have under the Loan Documents, at law or otherwise.
- 8. Without further consideration, the Borrower shall take all such other action and shall procure or execute, acknowledge and deliver all such further certificates, conveyance instruments, consents, and other documents as the Lender or its counsel may reasonably request (i) to effectuate, complete or perfect, or to continue and preserve the assignment effected by this Collateral Assignment of Leases and (ii) to ensure more effectively the Borrower's compliance with the Leases and its agreements, covenants, warranties, and representations hereunder.
- 9. The Borrower agrees to pay and protect, and indemnify and hold the Lender and its officers, directors, members, agents, employees, successors and assigns (collectively, the "Indemnified Persons") harmless from and against any and all claims, demands, liabilities, losses, lawsuits, judgments and costs and expenses (including, without limitation, reasonable attorneys' fees) to which the Indemnified Persons may become exposed, or which the Indemnified Persons may incur, in connection with the Leases or in exercising their rights under this Collateral Assignment of Leases, provided that the

foregoing indemnification shall not apply to any claims of an Indemnified Party arising out of the willful misconduct or gross negligence of such Indemnified Persons or claims arising after such Indemnified Person assumes the Lease or Leases or claims among the Indemnified Parties in respect of the Leases. The Borrower further agrees to diligently enforce its rights in, under and to the Leases, unless otherwise directed by the Lender in writing, and shall, at the Borrower's sole cost and expense, appear in and defend the Indemnified Persons in any action or proceeding in any way connected with the Leases or this Collateral Assignment of Leases, and shall pay all reasonable costs and expenses, including, without limitation, attorneys' fees, which the Indemnified Persons may incur in connection with their appearance, voluntarily or otherwise, in any such action or proceeding.

- 10. The exercise of any rights under this Collateral Assignment of Leases by the Lender shall not core or waive any default hereunder or any Event of Default under any of the other Loan Documents. Failure of the Lender to avail itself of any of the terms of this Collateral Assignment of Leases or under the Original Collateral Assignment of Leases for any period of time or for any reason shall not constitute a waiver of any rights under the Collateral Assignment of Leases or as may have arisen under the Original Collateral Assignment of Leases.
- 11. Any notice or other communication required or permitted to be given shall be given and become effective as provided in the Loan Agreement.
- 12. To the extent that this Collateral Assignment of Leases gives rights to Lender, such rights shall accrue only to the benefit of the Lender, and to its successors and assigns, and only for so long as the Loans or any obligations of Borrower to the Lender remain outstanding. The terms hereof shall inure to the benefit of and be binding upon the parties, their successors and permitted assigns.
- 13. The terms of this Collateral Assignment of Leases are severable. If any of the terms and conditions hereof shall, for any reason, be deemed void, variable, or unenforceable, the remaining terms and conditions hereof shall remain in full force and effect as though such void, voidable, or unenforceable provisions were not included.
- 14. This Collateral Assignment of Leases does not in any very undermine, negate or limit the original assignment of the Leases as collateral for the Loans that was effected by the Original Collateral Assignment of Leases and remained in effect prior to the date of this Collateral Assignment of Leases (that "Original Assignment"). This Collateral Assignment of Leases reaffirms that Original Assignment contained in the Original Collateral Assignment of Leases, and amends and restates the Original Collateral Assignment of Leases document as stated herein. Any and all rights of Leaser as may have arisen heretofore under the Original Collateral Assignment of Leases, including as a result of any default by Borrower under the Loan Documents, remain in full force and effect and are not prejudiced hereby.

IN WITNESS WHEREOF, the Borrower has executed this Collateral Assignment of Leases by its duly authorized representative as of the date first set forth below.

BORROWER:

C.H. JAMES RESTAURANT HOLDINGS, LLC, a Delaware limited liability company

By: Charles H. James, III, Managing Owner

STATE OF	<u> </u>	_)			
COUNTY	OF Lake)SS)			
Restaurant person who signed the fi	I state, does hereby tholdings, LLC, who executed the foregoing instrumend purposes that in s	certify that on this do is personally know oing instrument, app t as his free and volu et forth.	n to me or has prover eared before me this	MES, III, Managing n on the basis of ident day in person and ack free and voluntary ac	Owner of C.H. James
My Commi	ssion Expires:	2/4/2014		nam Roe	hreole
[SEAL]	OFFICIA MARIANN F NOTARY PUBLIC -S MY COMMISSION	ROEHRICK STATE OF ILLINOIS	Notary Pt	ablic	
			77	C/0/4/5	
				75	

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UNOFFICIAL COPY

Exhibit 1 List of Store Locations

Address:	Store No.
1205 E. Central Road, Mount Prospect, Illinois	119
7133 W. Dempster, Niles, Illinois 60714	121
50 E. Higgins Road, Hoffman Estates, Illinois 60195	134
6261 N. Lincoln Ave., Chicago, Illinois 60659	215
1834 Waukegan Road, Glenview, Illinois 60025	269
1740 Orrington Road, Evanston, Illinois 60201	1664
1515 W. Dundee Road, Buffalo Grove, Illinois 60089	2064
1520 S. La'ce Street, Mundelein, Illinois	2230
950 North Western Avenue, Lake Forest, Illinois 60045	2431
3140 Belvidere Road, Waukegan, Illinois	3081
580 Milwaukee Ave., Prospect Heights, Illinois	3194
1326 South Milwaukee Ave., Libertyville, Illinois 60048	3274
5211 S. Cicero Ave., Chicago, Illinois	3386
1015 South Roselle Road, Schaumburg, Illinois 60193	3418
642 Rand Road, Lake Zurich, lilino's 60047	3569
2213 Sheridan Road, Zion, Illinois	3849
425 W. Dundee, Wheeling, Illinois	3953
4514 W. Diversey, Chicago, Illinois 1829 Dempster, Evanston, Illinois 2040 Aurora Ave., Naperville, Illinois 60540 1240 N. Milwaukee, Libertyville, Illinois 309 W. Irving Park, Wood Dale, Illinois 920 W. Lake Street, Roselle, Illinois 2838 W. North Ave., Chicago, Illinois 3125 N. Lewis, Waukegan, Illinois 465 W. Liberty St., Wauconda, Illinois 4 W. 63 rd St., Westmont, Illinois	6345
1829 Dempster, Evanston, Illinois	9067
2040 Aurora Ave., Naperville, Illinois 60540	9639
1240 N. Milwaukee, Libertyville, Illinois	9895
309 W. Irving Park, Wood Dale, Illinois	9982
920 W. Lake Street, Roselle, Illinois	10402
2838 W. North Ave., Chicago, Illinois	10797
3125 N. Lewis, Waukegan, Illinois	11364
465 W. Liberty St., Wauconda, Illinois	11416
4 W. 63 rd St., Westmont, Illinois	11586
1304 S. Naper Blvd., Naperville, Illinois	11740
5315 W. Touhy Ave., Skokie, Illinois	12324
6350 S. Cicero Ave., Chicago, Illinois	12663
80 McHenry Road, Buffalo Grove, Illinois	13009
630 Meacham Road, Elk Grove Village, Illinois	13092
721 S. Midlothian, Mundelein, Illinois	13108
545 W. North Ave., Lombard, Illinois	13437
4851 S. Central, Stickney, Illinois	13855
49 W. Lake St, Maywood, Illinois	14291
6950 S. Pulaski, Chicago, Illinois	14476
3165 N. Milwaukee Ave., Chicago, Illinois	16598
28 E. 87 th St., Chicago, Illinois	Unit 181
110 E. 95 th St., Chicago, Illinois	Unit 1308
2328 S. Michigan, Chicago, Illinois 60616	Unit 1310

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7222 S. Stony Island Ave., Chicago, Illinois6900 S. Halsted St., Chicago, Illinois3953 W. Chicago, Ave., Chicago, Illinois	Unit 8312 Unit 11297 Unit 12371
4222 52 nd St., Kenosha, Wisconsin 53144	Unit 3293
3007 80 th St., Kenosha, Wisconsin 53142	Unit 4745
6945 75 th St., Kenosha, Wisconsin 53142	Unit 10213
1780 22 nd Ave., Kenosha, Wisconsin 53140	Unit 13015



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UNOFFICIAL COPY

642 South Rand Road Lake Zurich, Illinois 600

LEGAL DESCRIPTION

Delete

That part of the North half of Section 19, Township 43 North Range 10, East of the Third Principal Meridian, described as follows:

Commencing at the Northwest corner of Government Lot 1 of the Northwest quarter of said Section 19;

thence North 90°00'00" East along the North line of said Section 19, a distance of 939.31 feet;

thence South 17°05'09" East, a distance of 418.47 feet;

thence Worth 90°00'00" East, a distance of 374.24 feet to the West Right of Way line of U.S. Route 12;

thence Southeasterly along the West Right of Way line of said U.S. Route 12 said Right of Way line being on a curve, concere to the Northeast and having a radius of 6,441.26 fect; a distance of 583.03 feet to the point of beginning;

thence continuing alone sold curved West Right of Way line, a distance of 98.03 feet to a point of tangent;

thence South 21° 7'33" East, Floig said West Right of Way line, a distance of 7 67 fee;

thence South 68°12'27" West a distance of 75.00 feet;

thence South 56°06'46" West, a distance of 35.79 feet;

thence South 68°12'27" West, a distance of 75.00 feet;

thence North 21°47'33" West, a distance of 47.66 fee;

thence fouth 68°12'27" West, a distance of 44.27 feet;

thence North 21°47'33" West, a distance of 133.97 feet;

thende North 69°05'15" East, a distance of 230.06 feet to the point of beginning, in Lake County, Illinois.

Subject to any and all reservations, restrictions, easements, rights-of-way, limitations and conditions of record.

PIN: 14-19-400-025-0000

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UNOFFICIAL COPY

2213 Sheridan Road Zion, Illinois 60099

LEGAL DESCRIPTION

Parcel

Part of Block 13 in Zion City Subdivision, Section 22, Township 46 North, Range 12 East of the 3rd P.M. formerly known as Lots 1, 2 and 3 in Block 13 and that part of the Northwest quarter of Section 22, Township 46 North, Range 12, East of the 3rd P.M. as follows:

Commencing at the East line of Sheridar Road with the South line of 22nd Street, then South along the East line of She laan Road 83.13 feet to the place of beginning, thence East 130 feet to a point 88.27 feet South of the intersection of the West line of alley running North and South through back 13 with the bouth line of 22nd Street, thence South along the West line of alley 75 feet thence West 130 feet to the East line of Sheridan Road then North along the East line on the foint of beginning (formerly Lots 4, 5 and 6 in Block 13).

Parcel #2:

Lots 7, 8, 9, 10, 11 and the forth 17 feet of the Lot 12 in Block 13 of Zion City Subdivision, Section 22, Taynship 46 North, Range 12 East of the 3rd 2 m

Subject to any and all reservations, certrictions, east ns, as of ments, rights of-way, limitations and conditions of record.

PIN: \$4-22-107-023-0000

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UNOFFICIAL COPY

Store 3953 425 W. Dundee Rd. Wheeling, IL

CORRECTED Legal Description

LOT 1 (EXCEPTING THE NORTH 20 FEET TAKEN FOR DUNDEE ROAD) AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF IN THE OWNER'S SUBDIVISION OF THAT PART OF SECTION 3 LYING SOUTH OF DUNDEE ROAD AND THE NORTH 475.0' OF SECTION 10, BOTH LYING EAST VISIL OF THE .

OF THE .

OF RECORDEL Y, ILLINO'S

03-10-202-001-0000 OF THE WIS CONSIN CENTRAL RAILROAD, IN TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 9, 1922 AS DOCUMENT NO. 7604075 IN COOK COUNTY, ILLINO'S

PIN:

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UNOFFICIAL COPY

Unit: Unit No. 6345 4514 W. Diversey Chicago, IL

Ligal Description

Lots 17 to 26, both inclusive, in Block 12 in E.G. Pauling's Belmont Avenue addition to Chicago, being a subdivision of the East 1/2 of the Northwest 1/4 of section 27, township 40 North range 13, East of the third principal meridian in Cook county, Illinois.

Subject to any and all reservations, restrictions, easements, rights-of-way, limitations and conditions of record.

PIN: 13-27-125-013-0000

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UNOFFICIAL CO

DESCRIPTION OF PREMISES

Land situated in the City of Evanston, County of Cook, State of Illinois, and more particularly described as follows:

Lot A in Plat of Consolidation of Lots 1, 2, 3, 4 And 5 In N.P And W.S. Williams Subdivision of Block 3 of Chase and Pimer's Addition to Evanston, being a Subdivision of the Northwest 1/4 Of The Northeast 1/4 Of Section 24, Township 41 North, Pange 13 East of the Third Principal Meridian and the South half of the Southwest 1/4 of the Southeast 1/4 of Section 13, Township 41 North, Range 13 East of the Third Principal Meridian (Except the North 71.50 feet thereof) in Coult County, Illinois.

Street address: 1829 Dempster Street, Evanston, Illinois 60201

PIN # 10-13-425-031-0000 County Clarks Office

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UNOFFICIAL COPY

<u>Unit:</u> Unit No. 10797 2838 W. North Ave. Chicago, IL

[LEGAL DESCRIPTION]

DOOD THE CONT PARCEL 1: LOT 11 IN BLOCK 15 IN HANSE ROUGH AND HESS'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, II LINOIS.

PARCEL 2: THE EAST 1/2 OF LOT 12 IN BLOCK 15 IN FANSBROUGH AND HESS'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PARCEL 3: THE WEST 1/2 OF LOT 12 IN BLOCK IS IN HANSBROUGH AND HESS'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSFIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLITOIS.

PARCEL 4: THE EAST 1/2 OF LOT 13 IN BLOCK 15 IN HANSBROUGH AND HISS'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NO KTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL S: THE WEST 1/2 OF LOT 13 IN BLOCK IS IN HANSBROUGH AND HESS'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, PANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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UNOFFICIAL CO

DESCRIPTION OF PREMISES

Land situated in the City of Skokie, County of Cook, State of Illinois, and more particularly described as follows:

Lot 1 in J.N B.'s Resubdivision of part of the East half of the Northwest Quarter of Section 33, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, recorded September 10, 1999 as Document Number 99 662056.

Street address: 5315 W. Touhy Senue, Skokie, Illinois 60077

PIN 10-33-101-Stone 12324

County Clarks Office

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UNOFFICIAL COPY

Unit 12663 6350 S. Cicero Chicago, Illinois

Legal Description

LOTS 22, 23, 24 AND 25 (EXCEPT THAT PART LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 21), IN BLOCK 1 IN FREDERICK H. BARTLETT'S MARQUETTE HIGHLANDS, A SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 31, TOWNSHIP 38 NORTH, KANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, IL JINOIS.

PINs: 19-21-207-025-0000

19-21-207-036-0000 19-21-207-037-0000 19-21-207-038-0000

(REVISED PINS)

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UNOFFICIAL C

DESCRIPTION OF PREMISES

Land situated in the City of Elk Grove Village, County of Cook, State of Illinois, and more particularly described as follows:

Parcel 1:

Lot 2. of Super Kmart Center Resubdivision No.1, being a re-subdivision of Lot 1 In Super Kmart Center in the West 1/2 of the Southwest 1/4 of Section 25, Township 41 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded January 21, 2000, as Document Number 00053995. Also known as: The East 148 feet of the South 216.38 feet of Lot 1 of Super Kmart Center, being a part of the West 1/2 of the Southwest 1/4 of Section 25, To an hip 41 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded April 15, 1903 a Document Number 93278482, in Cook County, Illinois.

Non-exclusive easement for the banefit of Parcel 1 for ingress, egress, parking and utilities, created in the Declaration of Covenants, Conditions and Restrictions and Grant of Easements made by Kmart Corporation, recorded April 15, 1993 as Document Number 93278481, as amended by First Amendment thereto recorded August 4, 1994 as Document Number 94688445, 50 r, upon and across the "Common Areas", and as amended by Second Amendment recorded March 7, 2000 as Decorae at Number 00162350.

Street address: 630 Meacham Road, Elk Grove Villa e, Ill nois 60007

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UNOFFICIAL COP

Unit No. 13855 4851 S. Central Stickney, IL

[LEGAL DESCRIPTION]

Lots 25, 26, 27, 28, 29, 30 and 31 in Block 5 in Crane View Archer Avenue Home Thicago, a Subdivision

Plast of the Third Principal Meridian, in

PIN: 19-39-108-054-0000 Addition to Chicago, a Subdivision in the West 1/2 in Section 9, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.