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Doc#: 1114422054 Fee: \$70.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/24/2011 01:20 PM Pg: 1 of 18

Loan No. 526499:11

## ASSIGNMENT AND ASSUMPTION AGREEMENT

Dated as of May 20<sup>th</sup>, 2011

**JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)**  
(Lender)

**MELROSE PARK INVESTMENTS, L.P.**  
(Transferor)

**MELROSE PARK INVESTMENTS, L.P.**  
(Transferee)

**LOCATION OF PROPERTY:**  
912-1384 West North Avenue  
Melrose Park, Illinois

Prepared by and  
After Recording Return To:

Quarles & Brady LLP  
300 North LaSalle Street  
Suite 4000  
Chicago, Illinois 60654  
Attention: Peter A. Sarasek, Esq.

NCS-453721-A  
3 of 8

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made as of the 20th day of May, 2011 (the "Effective Date") between and among MELROSE PARK INVESTMENTS, L.P., a California limited partnership ("Transferor"), MELROSE PARK INVESTMENTS, LLC, a Delaware limited liability company ("Transferee"), and JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.), a Michigan corporation ("Lender").

### RECITALS

A. The Lender is the maker of a loan (the "Loan") to Transferor, NMC GROVE MELROSE, LLC, a Delaware limited liability company ("NMC Grove Melrose"), NMC MELROSE PARK, LLC, a California limited liability company ("NMC Melrose Park"), and MELROSE PARK EQUITY, LLC, a Delaware limited liability company ("Melrose Park Equity") (Transferor, NMC Grove Melrose, NMC Melrose Park, and Melrose Park Equity are hereinafter referred to, individually and collectively, as "Borrower"), as tenants in common, evidenced by a Mortgage Note dated as of October 8, 2010 (the "Note") in the original principal amount of \$32,000,000.00 from Borrower to Lender.

B. Borrower's obligations under the Note are further evidenced and secured by the documents set forth on Exhibit A attached hereto and incorporated herein (the "Security Documents"). The Note, the Security Documents, a certain Guaranty of Recourse Obligations Agreement dated as of October 8, 2010, from Borrower, NEWMARK MERRILL COMPANIES, LLC, a California limited liability company ("NewMark"), and MAXXAM ENTERPRISES, L.P., a California limited partnership ("Maxxam"), in favor of Lender (the "Original Guaranty of Recourse Obligations"), a certain Limited Recourse Guaranty dated as of October 8, 2010, from NewMark, Maxxam, Sanford D. Sigal, and Michael Soroudi in favor of Lender (the "Original Limited Recourse Guaranty"), a certain Indemnification Agreement dated as of October 8, 2010, from Borrower, NewMark, and Maxxam in favor of Lender (the "Original Indemnification Agreement"), and all other documents executed and delivered in connection with the Loan are herein, collectively, referred to as the "Loan Documents".

C. The real property owned by Borrower (i) is located at 912-1084 West North Avenue, Melrose Park, Illinois, (ii) is more particularly described in the Mortgage (as defined in Exhibit A) and on Exhibit B attached hereto and incorporated herein, (iii) is encumbered by the Security Documents, and (iv) together with all other property encumbered by the Security Documents, is referred to in this Agreement as the "Property".

D. Transferee is a newly-formed Delaware limited liability company jointly created and owned by Transferor and WCHYP II Winston Plaza Investor LLC, a Delaware limited liability company ("WCHYP"). Transferor and WCHYP are the only members of Transferee, and Wrightwood Capital High Yield Partners II LP, a Delaware limited partnership, indirectly controls WCHYP.

E. Pursuant to the terms and conditions of Paragraph 9(h) of the Mortgage a Wrightwood Affiliate (as defined in the Mortgage) may become a member of each Borrower entity provided certain conditions have been satisfied. Each of the entities comprising Borrower

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desires and has agreed that WCHYP, which meets the definition of a Wrightwood Affiliate, be admitted as a member of each such Borrower entity.

F. Transferor desires to transfer and assign to Transferee all of Transferor's right, title and interest in and to the Loan Documents and Transferee desires to accept such transfer and assignment and to assume liability for the obligations of Transferor as one of the entities comprising the Borrower under the Loan Documents as set forth in paragraph 4 below. Furthermore, as set forth in a separate Assignment and Assumption Agreement dated as of the Effective Date and being delivered concurrently herewith, NMC Melrose Park desires to transfer and assign to NMC Melrose Park II, LLC, a Delaware limited liability company ("NMC Melrose Park II"), all of NMC Melrose Park's right, title and interest in and to the Loan Documents and NMC Melrose Park II desires to accept such transfer and assignment and to assume liability for the obligations of NMC Melrose Park as one of the entities comprising the Borrower under the Loan Documents.

G. After each of the foregoing-described transfers are effected, the four (4) entities comprising Borrower shall then be NMC Grove Melrose, NMC Melrose Park II, Melrose Park Equity and Transferee, and WCHYP shall be a member in each, as more particularly shown on the organizational chart of each Borrower entity after such assignment and admittance attached hereto as Exhibit C.

H. In connection with the foregoing recapitalization of the entities comprising the Borrower, and in connection with the foregoing-described transfer and assumption, the parties hereto acknowledge that (i) WCHYP is obligated to make capital contribution(s) to Transferee in an amount not to exceed \$1,661,400.00 and Transferor is obligated to make capital contribution(s) to Transferee in an amount not to exceed \$938,946.00, (ii) WCHYP is obligated to make capital contribution(s) to NMC Grove Melrose in an amount not to exceed \$1,986,400.00 and NMC Grove Ontario, LLC, a Delaware limited liability company, is obligated to make capital contribution(s) to NMC Grove Melrose in an amount not to exceed \$1,122,621.00, (iii) WCHYP is obligated to make capital contribution(s) to NMC Melrose Park II in an amount not to exceed \$1,213,550.00 and NMC Melrose Park is obligated to make capital contribution(s) to NMC Melrose Park II in an amount not to exceed \$685,842.00, and (iv) WCHYP is obligated to make capital contribution(s) to Melrose Park Equity in an amount not to exceed \$1,638,650.00 and Maxxam is obligated to make capital contribution(s) to Melrose Park Equity in an amount not to exceed \$926,089.00, which funds shall be used to fund tenant improvements, renovation costs and other expenditures related to the Property.

I. In connection with the formation and capitalization of Transferee and the recapitalization of each of the other entities comprising the Borrower as described above, Borrower has contemporaneously agreed herewith to deliver to Lender (i) a certain new Guaranty of Recourse Obligations Agreement (the "New Guaranty of Recourse Obligations") executed by Transferee and NMC Melrose Park II, dated as of the Effective Date, and (ii) a certain new Indemnification Agreement (the "New Indemnification Agreement") executed by Transferee and NMC Melrose Park II, dated as of the Effective Date.

J. Lender has agreed to consent to the foregoing transfers and changes in the membership of each of the Borrower entities upon the terms and conditions of this Agreement.

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## AGREEMENTS

1. **Representations Accurate.** Transferor represents and warrants that the above statements in the Recitals are true and accurate. Transferee represents and warrants that the above statements in Recitals D and E are true and accurate. The foregoing Recitals are incorporated herein by reference.

2. **Status of Loan.**

- a. Transferor, Transferee, and Lender confirm and agree that as of the Effective Date, the outstanding principal balance under the Loan is \$31,752,870.10, and that Borrower has paid principal and interest under the Note through May 1, 2011.
- b. Transferor and Transferee confirm that to their knowledge no Event of Default has occurred and is continuing under the Loan, and to their knowledge no event has occurred or condition exists that, with notice and/or the passage of time, would constitute an Event of Default under the Loan. Lender confirms that it has no knowledge that any Event of Default has occurred and is continuing under the Loan or that any event has occurred or condition exists that, with notice and/or the passage of time, would constitute an Event of Default under the Loan.
- c. Subject to the terms of this Agreement, Transferor (and, after the occurrence of the assignment and assumption provided herein, Transferee) ratifies, affirms and acknowledges that the Note and the other Loan Documents represent the valid and enforceable and collectible obligations of the parties thereto, and that, to its knowledge, there are no existing claims, defenses (personal or otherwise) or rights of setoff with respect thereto.
- d. Transferor and Transferee acknowledge and agree that, except as expressly provided herein, this Agreement in no way releases, relinquishes or otherwise affects the liens, security interests and rights created by or arising under the Loan Documents or the priority thereof. Such liens, security interests and rights are hereby ratified, confirmed, renewed and extended in all respects.
- e. Transferor and Transferee acknowledge and confirm that there are no subordinate liens of any kind covering or related to the Property, nor are there any mechanic's liens or liens of unpaid taxes or assessments encumbering the Property, nor has notice of a lien or notice of intent to file a lien been received.

3. **Assignment.** In consideration of the foregoing, the mutual promises, undertakings, representations and covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor hereby assigns, transfers, conveys and sets over unto Transferee all of Transferor's right, title and interest in and to the Loan Documents.

4. **Assumption.** In consideration of the foregoing, the mutual promises, undertakings, representations and covenants herein set forth and other good and valuable

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consideration, the receipt and sufficiency of which are hereby acknowledged, Transferee hereby expressly assumes liability for all of the obligations accruing under the Note and the other Loan Documents prior to and from and after the Effective Date. In consideration for the assumption by Transferee of all liability under the Note and the other Loan Documents, Lender hereby releases and forever discharges Transferor from and against any and all liabilities as a result of any matter arising out of or in connection with the Loan Documents; provided, however, that the other entities comprising the Borrower (including Transferee) and the other guarantors under the Original Guaranty of Recourse Obligations and under the Original Limited Recourse Guaranty and the other indemnitors under the Original Indemnification Agreement shall remain fully liable therefor if and to the extent set forth therein.

5. **Consent and Acknowledgement.** Lender hereby acknowledges that Borrower has substantially complied in all respects with the conditions set forth in Paragraph 9(h) of the Mortgage, and hereby expressly consents to and approves (i) the conveyance and transfer of Transferor's right, title and interest in and to the Loan Documents to Transferee and the assumption by Transferee of liability for the obligations under the Loan Documents, and (ii) the admission of WCHYP as a member of each entity comprising the Borrower as shown on **Exhibit C** attached hereto, subject to the terms hereof and provided, further, that such consent shall not be deemed or construed as: (1) a waiver of any provision requiring Lender's future consent under the Loan Documents; or (2) a consent to any amendment or extension of the Loan Documents, any subsequent assignment or transfer of any of the Loan Documents or the Property or any portion thereof, or any subsequent assignment or transfer of any membership or other ownership interest in Borrower or in any entity comprising the Borrower, except to the extent expressly set forth in the Loan Documents.

6. **Tenancy in Common Agreement.** With reference to that certain Tenancy in Common Agreement dated as of August \_\_, 2007 among each of the entities comprising Borrower, as amended by that certain First Amendment to Tenancy in Common Agreement dated as of September \_\_, 2010 (collectively, the "**TIC Agreement**"), Transferor and Transferee represent and warrant to Lender that (i) contemporaneously herewith the TIC Agreement is being amended in accordance with the terms and provisions of Paragraph 9(h) of the Mortgage; and (ii) the transfer of Transferor's right, title and interest in and to the Property and the Loan Documents to Transferee is being made in full compliance with the provisions of the TIC Agreement and such transfer will not result in any default thereunder.

7. **Subsequent Redemption of WCHYP's Membership Interests.** The subsequent redemption of all of WCHYP's membership interests in each of the entities comprising the Borrower shall not be deemed a transfer prohibited under Paragraph 9 of the Mortgage or require the prior approval of Lender so long as (a) WCHYP ceases to be a member of each of the entities comprising the Borrower following such redemption, (b) no new members are admitted and no other organizational changes are made to the entities comprising the Borrower in connection with the redemption, and (c) Lender receives written notice promptly after the redemption.

8. **Lender Fees and Expenses.** Prior to recordation of this Agreement, Borrower agrees to pay all costs and fees, including without limitation attorneys' fees, title insurance fees, any administrative fees or charges, and any recording and transfer fees in connection with this Agreement, the drafting of this Agreement and Lender's review of the request for the consent granted herein. If Lender retains counsel for advice or other representation (a) in any litigation, contest, dispute, suit or proceeding (whether instituted by Lender or any other party) relating in

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any way to this Agreement or (b) to enforce any party's obligations hereunder, the reasonable attorneys' and paralegals' fees arising from such services and all related expenses and court costs shall be paid by Borrower upon demand of Lender (unless Borrower is the prevailing party).

9. **Release of Lender by Transferor.** Transferor hereby irrevocably and unconditionally waives, releases and forever discharges any and all claims, demands, actions, causes of action, suits, debts, accounts, covenants, obligations, and liabilities of every nature (collectively, the "Claims"), which Transferor, its predecessors, successors, assigns, agents, attorneys, partners, subsidiaries, beneficiaries, officers, directors, employees, or any entity controlling or under common control with Transferor, as the case may be, have or might have had against Lender, its predecessors, successors, assigns, agents, attorneys, partners, subsidiaries, beneficiaries, officers, directors, employees, or any entity controlling or under common control with Lender, existing on or before the date of the recording of this Agreement in connection with (a) the Loan, (b) the Loan Documents, or (c) the Property. Transferor hereby agrees never to commence, voluntarily aid in any way, prosecute or cause to be commenced or prosecuted against Lender any action or other proceeding based upon any of the Claims.

10. **Notice.** So long as WCHYP remains a member of the entities comprising Borrower, a copy of any notice, demand, statement, request or consent given to Mortgagor under the Mortgage shall concurrently be sent to WCHYP at the following address in accordance with Paragraph 47 of the Mortgage:

WCHYP II Winston Plaza Investor LLC  
2 North LaSalle Street  
9th Floor  
Chicago, Illinois 60602  
Attn: General Counsel

11. **Integration.** Transferor, Transferee and Lender acknowledge that there are and were no oral or written representations, warranties, understandings, stipulations, agreements or promises made by any party or by any agent, employee or other representative of any party, pertaining to the subject matter of this Agreement which have not been incorporated into this Agreement. No express or implied consent to any further modifications involving any of the matters set forth in the Loan Documents or this Agreement shall be inferred or implied by Lender's execution of this Agreement. Any further modification of the Loan or of any Loan Document shall require the express written approval of Lender. No provision hereof shall be modified or limited except by a written instrument signed by the parties hereto expressly referring to the provision so modified or limited.

12. **No Prejudice.** Execution of this Agreement by Lender shall be without prejudice to Lender's rights at any time in the future, to exercise any and all rights conferred upon Lender by any of the Loan Documents in accordance with their original terms subject to any amendments of such terms as are now or hereafter agreed to in writing by Lender.

13. **Authority.** Transferor and Transferee hereby warrant and represent that the persons executing this Agreement have full authority to execute this Agreement on their respective behalves and to bind Transferor and Transferee. In addition, Transferor and Transferee warrant and represent to Lender that the execution and delivery by them of this Agreement and the performance hereunder has not and will not result in a breach of, or constitute

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a default under, any deed of trust, mortgage deed, lease, bank loan, credit arrangement, or other instrument or agreement to which Borrower and/or Transferee are parties or by which Transferor, Transferee, or the Property may be bound or affected.

14. **No Relationship Between Parties.** Nothing contained in this Agreement or in any of the other Loan Documents shall be construed as creating a joint venture or partnership between Transferor, Transferee, and Lender; and Lender shall have no right of control or supervision, except as it may exercise under the rights and remedies provided in the Loan Documents.

15. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of Lender, Transferor, and Transferee and their respective heirs, legal representatives, successors and assigns.

16. **Governing Law.** This Agreement is delivered in, relates to real and personal property located in, and shall be governed by and construed according to the substantive laws and judicial decisions of the State of Illinois (regardless of the place of business, residence, location or domicile of the parties hereto or any of their constituent partners or principals). Each party hereby submits to personal jurisdiction in the State of Illinois and the County of Cook for the enforcement of this Agreement and hereby waives any claim or right under the laws of any other state or of the United States to object to such jurisdiction. If such litigation is commenced, each party agrees that service of process may be made by serving a copy of the summons and complaint upon each party, through any lawful means, including upon its registered agent within the State of Illinois, whom each party hereby appoints as its agent for this purpose. Nothing contained herein shall prevent Lender's bringing any action or exercising any rights against each party personally or against any property of each party within any other county, state or country. The means of obtaining personal jurisdiction and perfecting service of process set forth above are not intended to be exclusive but are in addition to all other means of obtaining personal jurisdiction and perfecting service of process now or hereafter provided by applicable law.

17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original when executed and delivered, but all of which taken together shall constitute one and the same instrument.

18. **Headings.** Headings are for convenience and reference only and in no way define or limit the provisions of this Agreement.

19. **Severability.** All provisions contained in this Agreement are severable and the invalidity or unenforceability of any provision shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement.

20. **Third Party Beneficiary.** WCHYP is a third party beneficiary of all of the terms provided in this Agreement.

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IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date first set forth above.

**LENDER:**

JOHN HANCOCK LIFE INSURANCE COMPANY  
(U.S.A.), a Michigan corporation

By: Thomas Gates  
Name: THOMAS GATES  
Title: REGIONAL DIRECTOR

STATE OF ILLINOIS  
COUNTY OF COOK

SS:

The foregoing instrument was acknowledged before me this 18<sup>th</sup> of May, 2011 by Thomas Gates, as Regional Director of John Hancock Life Insurance Company (U.S.A.), a Michigan corporation, on behalf of said corporation.

Peter A. Sarasek  
Notary Public

(Impress Notarial Seal Here)

My commission expires: 12-3-11





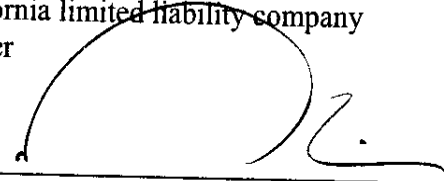
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**TRANSFEROR:**

MELROSE PARK INVESTMENTS, L.P.,  
a California limited partnership

By: Winston Investment Group, LLC,  
a Delaware limited liability company  
Its: General Partner

By: Summit View Holdings, LLC,  
a California limited liability company  
Its: Manager

By:   
Michael Soroudi  
Its: Co-Manager

Property of Cook County Clerk's Office


**ACKNOWLEDGEMENT**

State of California )  
County of Los Angeles ) SS.

On May 18, 2011, before me, Joelyn Luistro, a Notary Public, personally appeared Michael Soroudi, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



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**TRANSFeree:**

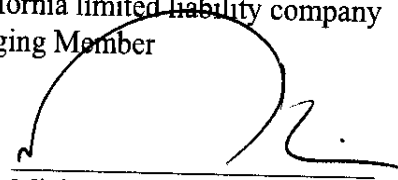
MELROSE PARK INVESTMENTS, LLC,  
a Delaware limited liability company

By: Winston Investment Group, LLC,  
a Delaware limited liability company

Its: Manager

By: Summit View Holdings, LLC,  
a California limited liability company

Its: Managing Member

By:   
Michael Soroudi  
Its: Co-Manager

Property of Cook County Notary Office

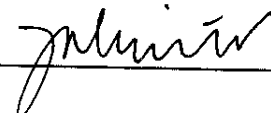
**ACKNOWLEDGEMENT**

State of California )  
County of Los Angeles ) SS.

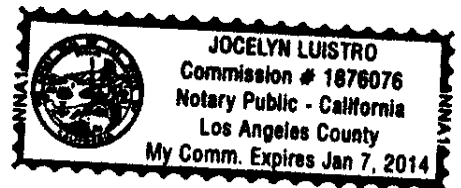
On May 18, 2011, before me, Joelyn Luistro, a Notary Public, personally appeared Michael Soroudi, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



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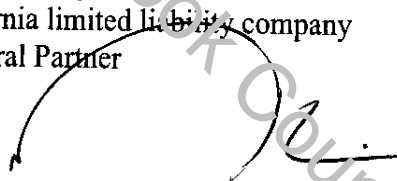
## CONSENT BY GUARANTORS AND INDEMNITORS

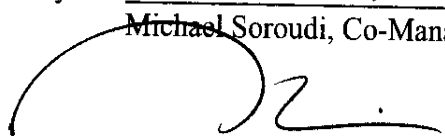
The undersigned, having heretofore executed (either solely or jointly with the entities comprising the Borrower) and delivered to Lender as part of the above-described Loan Documents (1) a certain Indemnification Agreement, (2) a certain Guaranty of Recourse Obligations Agreement, and (3) a certain Limited Recourse Guaranty, each dated as of October 8, 2010, hereby acknowledge the approval of the undersigned to the foregoing instrument and the Assignment and Assumption Agreement between and among Lender, NMC Melrose Park, and NMC Melrose Park II of even date herewith, and agree that such Indemnification Agreement, Guaranty of Recourse Obligations Agreement, and Limited Recourse Guaranty and all other documents executed by the undersigned shall continue to be in full force and effect and apply to the Note and the Mortgage as amended from time to time.

### GUARANTORS/INDEMNITORS:

MAXXAM ENTERPRISES, L.P.,  
a California limited partnership

By: Maxxam Enterprises II, LLC  
a California limited liability company  
its General Partner

By:   
\_\_\_\_\_  
Michael Soroudi, Co-Manager

  
\_\_\_\_\_  
MICHAEL SOROUDI, individually

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## ACKNOWLEDGEMENT

State of California )  
County of Los Angeles ) SS.

On May 18, 2011, before me, Jocelyn Luistro, a Notary Public, personally appeared Michael Soroudi, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]

(Seal)



## ACKNOWLEDGEMENT

State of California )  
County of Los Angeles ) SS.

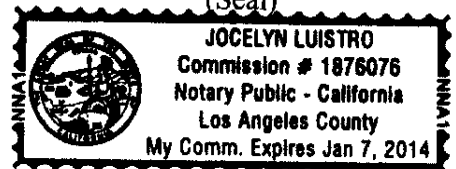
On May 18, 2011, before me, Jocelyn Luistro, a Notary Public, personally appeared Michael Soroudi, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]

(Seal)



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## EXHIBIT A

### Security Documents

1. Mortgage, Assignment of Leases and Rents and Security Agreement, dated as of October 8, 2010, from Borrower to Lender, recorded on October 14, 2010 with the Cook County, Illinois Recorder as Document No. 1028722060 (the "Mortgage").
2. Assignment of Leases and Rents, dated as of October 8, 2010, from Borrower to Lender, recorded on October 14, 2010 with the Cook County, Illinois Recorder as Document No. 1028722061.
3. UCC-1 Financing Statements naming each of the entities comprising Borrower as debtor and Lender as secured party, filed with the Cook County, Illinois Recorder as Document Nos. 1028722052-1028722065, inclusive, and with the California Secretary of State and the Delaware Secretary of State.

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## EXHIBIT B

### DESCRIPTION OF LAND

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 94.82 FEET SOUTH OF THE NORTH LINE OF AFORESAID SECTION 3 AND 33.0 FEET WEST OF THE EAST LINE OF AFORESAID SECTION 3, BEING THE INTERSECTION OF THE WEST LINE OF 9TH AVENUE AND THE SOUTH LINE OF NORTH AVENUE; THENCE NORTH 89 DEGREES 42 MINUTES 10 SECONDS WEST IN THE SOUTH LINE OF AFORESAID NORTH AVENUE, TO A POINT 95.68 FEET SOUTH OF AFORESAID NORTH LINE OF SECTION 3, A DISTANCE OF 1628.12 FEET, TO A POINT IN THE EAST LINE OF 14TH AVENUE AS SHOWN IN THE PLAT OF SUBDIVISION OF WINSTON PARK UNIT NUMBER 1 RECORDED JULY 6, 1955 AS DOCUMENT 16291419 IN PLAT BOOK 448 ON PAGES 22 AND 23; THENCE SOUTH 0 DEGREES 30 MINUTES WEST IN THE EAST LINE OF AFORESAID 14TH AVENUE A DISTANCE OF 855.28 FEET TO THE NORTHWEST CORNER OF LOT 1 IN AFORESAID WINSTON PARK UNIT NUMBER 1; THENCE SOUTHEASTERLY IN A NORTHERLY LINE OF AFORESAID WINSTON PARK UNIT NUMBER 1, BEING A CURVED LINE, CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 1130.0 FEET, AN ARC DISTANCE OF 528.87 FEET TO A POINT OF TANGENCY WITH A LINE PARALLEL TO AND 1643.0 FEET NORTH OF THE SOUTH LINE OF THE AFORESAID NORTHEAST 1/4, AND BEING THE NORTH LINE OF AFORESAID WINSTON PARK UNIT NUMBER 1; THENCE EAST IN AFORESAID NORTH LINE OF UNIT NUMBER 1 A DISTANCE OF 700.01 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY IN A NORTHEASTERLY CURVED LINE OF AFORESAID UNIT NUMBER 1, CONVEX NORTHEASTERLY HAVING A RADIUS OF 520.0 FEET, AN ARC DISTANCE OF 493.51 FEET, TO THE NORTHEASTERLY CORNER OF LOT 26 IN AFORESAID WINSTON PARK UNIT NUMBER 1; THENCE NORTH 0 DEGREES 09 MINUTES EAST IN THE WEST LINE OF AFORESAID 9TH AVENUE A DISTANCE OF 1185.44 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

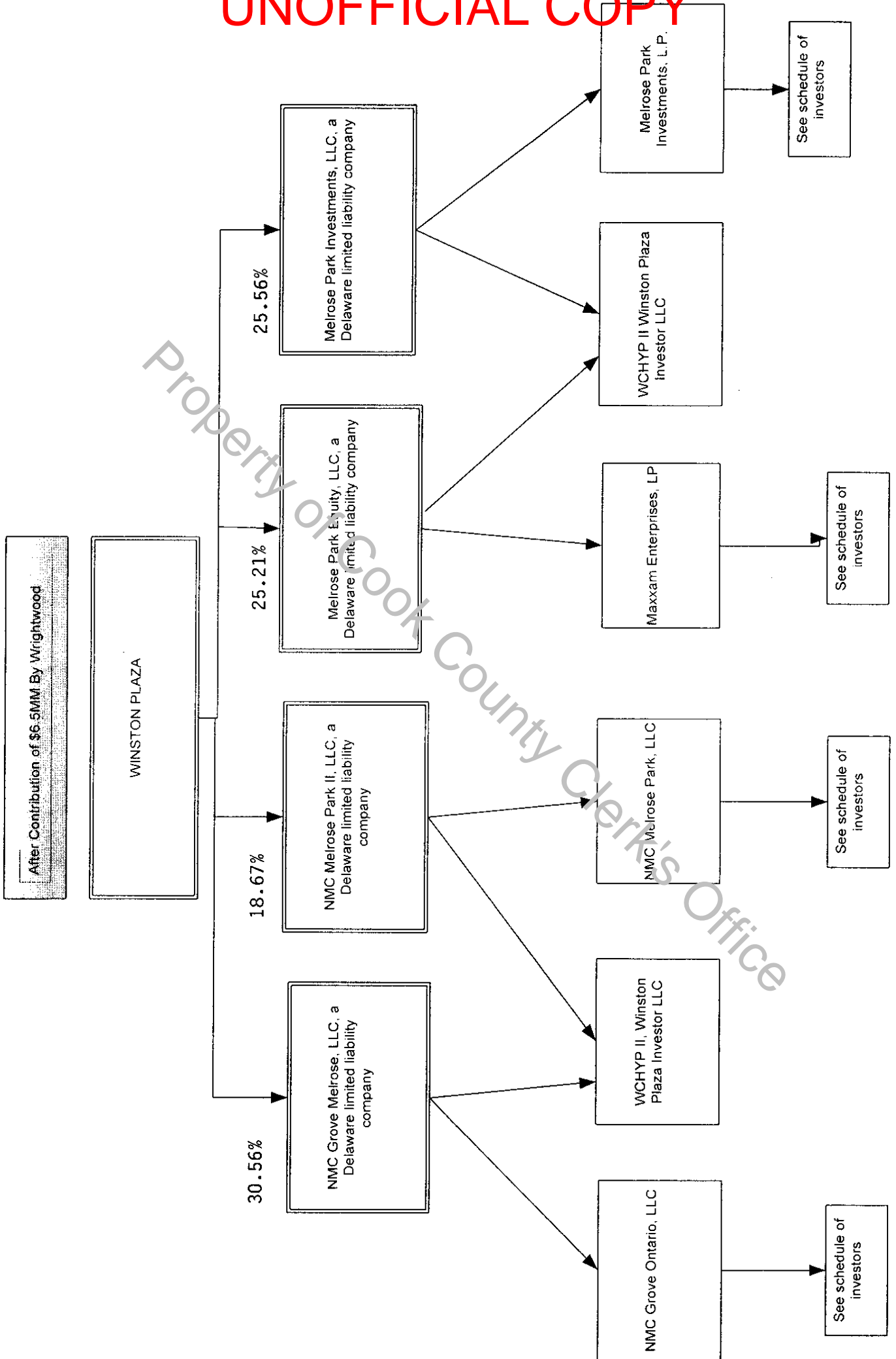
Property Address:

912 - 1384 West North Avenue  
Melrose Park, IL 60160

PINs:

15-03-211-004-0000  
15-03-211-006-0000  
15-03-211-007-0000  
15-03-211-008-0000  
15-03-211-009-0000

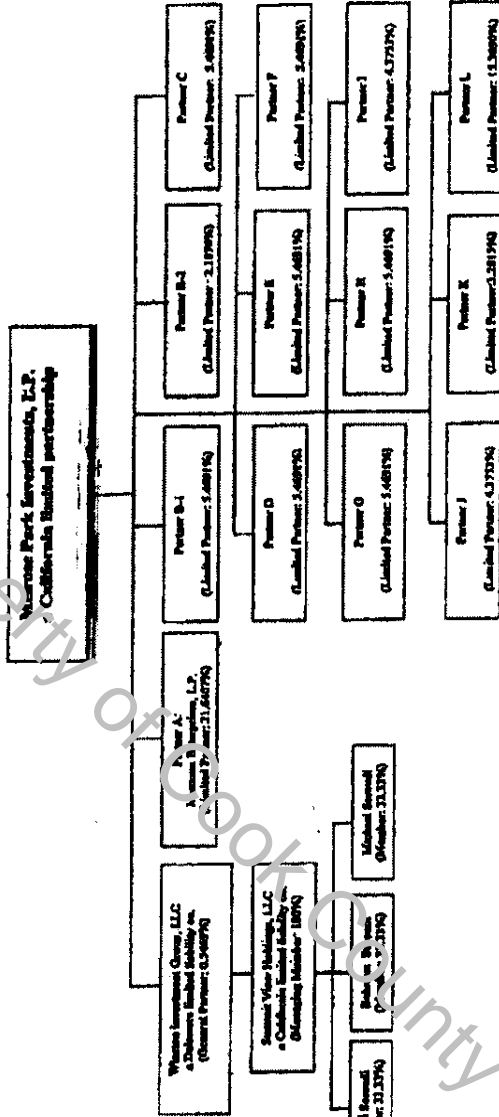
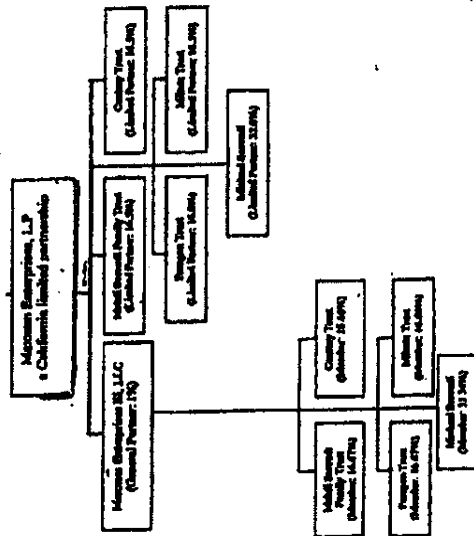
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\*Interests held by "Michael Soroudi" on this chart are actually held in the "Michael Soroudi and Elizabeth Soroudi Revocable Trust"



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## NMC Grove, LLC

<u>Members:</u>		<u>% of LLC</u>
Sigal Investments, LLC (NMC Grove)	\$ 2,677,500.00	70.00%
Brad Pearl (NMC Grove)	\$ 741,500.00	22.00%
Jim Patton (NMC Grove)	\$ 101,250.00	5.00%
NMMC Profit Sharing (NMC Grove)	\$ 114,750.00	3.00%
<b>TOTAL NMC Grove</b>	<b>\$ 3,625,000.00</b>	<b>100.00%</b>

## NMC Melrose Park, LLC

<u>Members:</u>		<u>% of LLC</u>
Sigal Children's Trust	\$ 50,000.00	2.14%
GMX Share	\$ 86,625.00	3.71%
Sandra Kist	\$ 75,000.00	3.21%
John Hickman	\$ 100,000.00	4.28%
Jim Patton	\$ 50,000.00	2.14%
Howard Spunt & Paul Sears	\$ 200,000.00	8.56%
Shane Family Trust	\$ 500,000.00	21.40%
Shane Children's Trust	\$ 400,000.00	17.12%
Allen & Jeanne Ginsborg	\$ 500,000.00	21.40%
Joe & Maggie Meyer	\$ 150,000.00	6.42%
Sigal Investments, LLC	\$ 100,000.00	4.28%
Gloria and Arne Schwartz	\$ 100,000.00	4.28%
NMC Profit Share Trust	\$ 25,000.00	1.07%
	<b>\$ 2,336,625.00</b>	<b>100.00%</b>

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