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Doc#: 1116818029 Fee: \$70.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/17/2011 02:57 PM Pg: 1 of 18

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

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

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SECOND AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS

THIS SECOND AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS (this "Amendment") is made as of May 13, 2011, with an effective date of June 7, 2011, by and among **RITELINE PROPERTIES LLC**, an Illinois limited liability company (the "Borrower"), **GOLF BARRINGTON, LLC**, an Illinois limited liability company ("Co-Borrower"), and **FIRST MIDWEST BANK**, an Illinois banking corporation, together with its successors and assigns (the "Bank").

RECITALS

Borrower previously made and delivered to Bank (i) that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of May 19, 2010, from Borrower to Bank and recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on May 26, 2010, as Document No. 1014541022 (the "Mortgage") encumbering the real estate legally described on Exhibit A attached thereto, (ii) that certain Leasehold Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of May 19, 2010, from Borrower to Bank and recorded with the Recorder's Office on May 26, 2010, as Document No. 1014541023 (the "Leasehold Mortgage"), encumbering the leasehold interest in the real estate legally described on Exhibit A attached thereto, and (iii) that certain Assignment of Rents and Leases dated as of May 19, 2010 from Borrower to Bank and recorded with the Recorder's Office on May 25, 2010, as Document No. 1014541024 (the "Assignment of Rents") with respect to the real estate legally described on Exhibit A attached thereto. The Mortgage, the Leasehold Mortgage and the Assignment of Rents were delivered to Bank pursuant to the terms of that certain Loan and Security Agreement dated as of May 19, 2010 by and among Borrower, R.S. Enterprises of Illinois, Inc., an Illinois corporation ("Enterprises"), and RS Fuels, Inc., an Illinois corporation ("Fuels") formerly known as RM Petroleum, Inc., and Bank (the "Loan Agreement"). All terms not otherwise defined herein shall have the meanings given them in the Loan Agreement.

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The Mortgage, the Leasehold Mortgage and the Assignment of Rents were delivered as collateral security for the payment of certain loans to Borrower, Fuels and R.S. Enterprises of Illinois, Inc. ("Enterprises") in the aggregate amount of Eleven Million One Hundred Seventeen Thousand Five Hundred and 00/100 Dollars (\$11,117,500.00) (collectively, the "Loans"), which amount includes a Four Million and 00/100 Dollars (\$4,000,000.00) letter of credit facility, as evidenced by (i) that certain Term Note dated May 19, 2010 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 Borrower and Enterprises and made payable to the order of the Bank, and (ii) that certain Letter of Credit Demand Term Note dated May 19, 2010 in the principal amount of Four Million and 00/100 Dollars (\$4,000,000.00) (the "Letter of Credit Note") from Fuels (then known as RM Petroleum, Inc.) 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").

Borrower, Fuels, Enterprises, Guarantor and Bank entered into that certain First Modification of Loan Documents dated as March 25, 2011 (the "First Amendment"), pursuant to which Bank agreed to modify the Loan Agreement, the Notes and the other Loan Documents to, among other things, increase the amount of the Loan, and add that certain real property commonly known as 2950 West Golf Road, Hoffman Estates, Illinois ("Additional Property") as additional collateral securing the Loan. Pursuant to the terms of the First Amendment, Borrower executed that certain Additional Term Note in the amount of Six Hundred Seventy-Five Thousand and 00/100 Dollars (\$675,000.00) (the "Additional Note"), made as of March 25, 2011 and payable to the order of and delivered to Bank.

Pursuant to the First Amendment, Borrower and Lender executed that certain Amendment to Mortgage and Assignment of Leases dated as of March 25, 2011 (the "First Mortgage Amendment") and recorded in the Recorder's Office on March 29, 2011 as Document No. 1108829075, pursuant to which the Fee Mortgage, the Assignment of Leases and the Leasehold Mortgage were amended in order to reflect (i) the increase of the Loan amount from Eleven Million One Hundred Seventeen Thousand Five Hundred and 00/100 Dollars (\$11,117,500.00) to Eleven Million Seven Hundred Ninety-Two Thousand Five Hundred and 00/100 Dollars (\$11,792,500.00), (ii) the issuance of the Additional Term Note to evidence the increase of the Loan amount, and (iii) the revised legal description of the property subject to the Fee Mortgage and the Assignment of Rents in order to include the Additional Property.

Borrower, Co-Borrower, Fuels, Enterprises, Guarantor, Branko Tupanjac and Bank are now entering into that certain Second Modification of Loan Documents dated as of the effective date hereof (the "Second Amendment"), pursuant to which Bank has agreed to modify the Loan Agreement, the Notes and the other Loan Documents to consent to and provide for the transfer of the Additional Property from Borrower to Co-Borrower. Pursuant to the terms of the Second Amendment, Borrower and Co-Borrower are jointly and severally executing that certain First Amended and Restated Additional Term Note in the amount of Six Hundred Seventy-Five Thousand and 00/100 Dollars (\$675,000.00) (the "Amended Additional Note"), made as of the effective date hereof and payable to the order of and delivered to Bank. The Amended Additional Note shall be included in the definition of Notes as used herein.

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Borrower, Co-Borrower and Bank desire to further amend the Mortgage, the Leasehold Mortgage and the Assignment of Rents, as amended by the First Mortgage Amendment, to reflect the transfer of the Additional Property from Borrower to Co-Borrower, and to provide that the Mortgage, the Leasehold Mortgage and the Assignment of Rents shall secure the Loan, as amended by the Second Amendment and as evidenced by the Notes including, without limitation, the Amended Additional Note.

Accordingly, Borrower, Co-Borrower and Bank hereby amend the Mortgage, the Leasehold Mortgage and the Assignment of Rents as follows:

1. The "Mortgagor" under the Mortgage is hereby amended to be Borrower and Co-Mortgagor, jointly and severally, solely with respect to the Additional Property. The "Assignor" under the Assignment of Rents is hereby amended to be Borrower and Co-Mortgagor, jointly and severally, solely with respect to the Additional Property. Co-Mortgagor hereby confirms and ratifies all of the obligations and liabilities thereunder, which liabilities and obligations it has agreed to assume as stated herein, solely with respect to the Additional Property.

2. The first two (2) paragraphs of the Recitals to the Mortgage and to the Leasehold Mortgage shall each be amended to read in their entirety as follows:

"A. Pursuant to the terms and conditions contained in that certain Loan and Security Agreement dated as of May 19, 2010 (the "Original Loan Agreement"), executed by and among Mortgagor, RS Fuels, Inc., an Illinois corporation ("Fuels"; Mortgagor and Fuels are hereinafter collectively referred to as the "Borrowers"), formerly known as RM Petroleum, Inc., and Bank, as amended by that certain First Modification of Loan Documents dated as of March 25, 2011 executed by and among Mortgagor, Fuels, R.S. Enterprises, Inc., Guarantor (as defined therein) and Bank, and as further amended by that certain Second Modification of Loan Documents dated as of June 7, 2011 executed by and among Mortgagor, Golf Barrington, LLC, an Illinois limited liability company ("Co-Borrower"), Fuels, R.S. Enterprises, Inc., Guarantor, Branko Tujanjac and Bank, the Bank has agreed to extend certain financial accommodations to the Borrowers in the aggregate principal amount of Eleven Million Seven Hundred Ninety-Two Thousand Five Hundred and 00/100 Dollars (\$11,792,500.00) (the "Loan"), which amount includes a Four Million and 00/100 Dollars (\$4,000,000.00) letter of credit facility.

B. The Loan is evidenced by (i) that certain Term Note dated May 19, 2010 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 Mortgagor and made payable to the order of the Bank and due on May 19, 2015, except as may be accelerated pursuant to the terms hereof (the "Term Loan Maturity Date"), (ii) that certain Letter of Credit Demand Term Note dated May 19, 2010 in the principal amount of Four Million and 00/100 Dollars (\$4,000,000.00) (the "Letter of Credit Note") from Fuels and made payable to the order of the Bank and due on demand of the Bank, and (iii) that certain Additional Term Note dated March 25, 2011 in the principal amount of Six Hundred Seventy-Five Thousand 00/100 Dollars (\$675,000.00) from Mortgagor and made payable

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to the order of the Bank and due on March 19, 2016 (the "Additional Term Loan Maturity Date"), as amended by that certain First Amended and Restated Additional Term Note dated June 7, 2011 (the "Amended Additional Note") in the principal amount of Six Hundred Seventy-Five Thousand 00/100 Dollars (\$675,000.00) from Mortgagor and Co-Borrower, jointly and severally, and made payable to the order of the Bank and due on the Additional Term Loan Maturity Date. The Term Note, the Letter of Credit Note and the Amended Additional Note, each as amended, restated or replaced from time to time, are hereinafter collectively referred to as the "Notes", and the Term Loan Maturity Date and the Additional Term Loan Maturity Date shall, as applicable, be referred to as the "Maturity Date". The Notes, the Loan Agreement, together with any other document or instrument now or hereafter given to evidence or secure the payment of the Notes or delivered to induce the Bank to disburse the proceeds of the Loan, as amended, restated or replaced from time to time, are collectively referred to herein as the "Loan Documents".

3. All references in the Assignment of Rents to the "Notes" shall refer to the Term Note, the Letter of Credit Note, and the Amended Additional Note, each as amended, restated or replaced from time to time, and all references to the Loan amount refer to the amount of Eleven Million Seven Hundred Ninety-Two Thousand Five Hundred and 00/100 Dollars (\$11,792,500.00).

4. The current legal description for the Premises encumbered by the Mortgage and the Assignment of Rents is as set forth on **Exhibit A** attached hereto. The legal description of the Premises encumbered by the Mortgage and the Assignment of Rents shall be amended to read in its entirety as set forth on **Exhibit A** attached hereto, and any reference in the Loan Documents to the "Fee Properties", the "Fee Premises", the mortgaged property or any similar term, shall be deemed to mean the real property described on **Exhibit A**. Any reference in the Mortgage and the Assignment of Rents to the owner of the Additional Property shall be deemed to mean and refer to the Co-Borrower.

5. Any references in the Mortgage, the Leasehold Mortgage and the Assignment of Rents to the Loan shall be deemed to mean and refer to the Loan as amended hereby and by the Second Amendment. Borrower agrees that Bank shall have the right to record this Amendment in the Recorder's Office to reflect the subject matter hereof.

6. As modified hereby, the Mortgage, the Leasehold Mortgage and the Assignment of Rents shall continue in full force and effect.

7. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

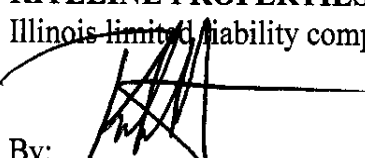
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This Amendment has been entered into as of the date first above written.

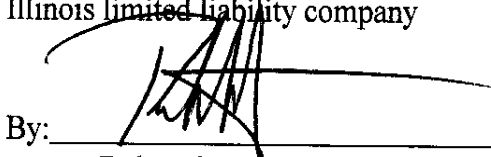
BORROWER:

RITELINE PROPERTIES LLC, an
Illinois limited liability company

By: 
Robert Stambolic, its Manager

CO-BORROWER:

GOLF BARRINGTON, LLC, an
Illinois limited liability company

By: 
Robert Stambolic, its Manager

BANK:

FIRST MIDWEST BANK

By: _____
Its: _____

Property of Cook County Clerk's Office

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This Amendment has been entered into as of the date first above written.

BORROWER:

RITELINE PROPERTIES LLC, an
Illinois limited liability company

By: _____
Robert Stambolic, its Manager

CO-BORROWER:

GOLF BARRINGTON, LLC, an
Illinois limited liability company

By: _____
Robert Stambolic, its Manager

BANK:

FIRST MIDWEST BANK

By: Andrew A. Homma
Its: Vice President

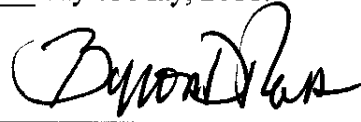
Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert Stambolic, the Manager of RITELINE PROPERTIES LLC, an Illinois limited liability company ("Company"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of May, 2011.



Notary Public

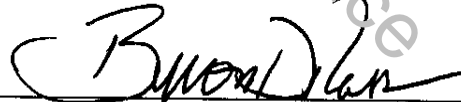
My Commission Expires: 05-21-14



STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert Stambolic, the Manager of Golf Barrington, LLC, an Illinois limited liability company ("Company"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of May, 2011.



Notary Public

My Commission Expires: 05-21-14



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STATE OF ILLINOIS)
) ss
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Andrew Homewood, the Vice President of FIRST MIDWEST BANK, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of ^{June}~~May~~, 2011.

Loraine M Masura
 Notary Public



Property of Cook County Clerk's Office

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EXHIBIT A

Legal Description

Parcel 1

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: 6911 W Dempster Avenue, Morton Grove, Illinois
PIN: 10-19-102-028

Parcel 2

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

Parcel 3

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

Parcel 4

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:

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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 20370082, 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 40.29 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

Parcel 5

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:

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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

Parcel 6

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: 399 Ridge Road, Wilmette, Illinois
PIN: 05-33-301-011

Parcel 7

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. 81L26856 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

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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 30 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 121.33 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

Parcel 8

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)

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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 92261761 AND FOR INGRESS AND EGRESS OVER, UPON AND AACORSS 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.

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

Parcel 9

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

Parcel 10

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: 10-17-431-045

UNOFFICIAL COPY

Parcel 11

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

Parcel 12

PARCEL 1:

LOT 1 IN SHELL OIL COMPANY'S CONSOLIDATION PLAT NO. 4 IN PART OF THE SOUTHWEST ¼ OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BEING THE SAME TRACT OF LAND DESCRIBED IN DEED FROM SHELL OIL COMPANY TO EQUILON ENTERPRISES LLC RECORDED AS DOCUMENT NO. 98601800.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CREATED BY THE PLAT OF CONSOLIDATION RECORDED AS DOCUMENT NO. 98396417 OVER AND ACROSS PORTIONS OF LOT 3 AND OUTLOT A IN SHELL OIL COMPANY'S CONSOLIDATION PLAT NO. 4 IN PART OF THE SOUTHWEST ¼ OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 2590 West Golf Road, Hoffman Estates, Illinois
PIN: 07-07-300-047-0000

Parcel 13

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.

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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

Parcel 14

PARCEL 1:

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:

UNOFFICIAL COPY

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; 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,

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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 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 EQUILON ENTERPRISES, RECORDED APRIL 5, 1999 AS DOCUMENT NUMBER 99323265.

UNOFFICIAL COPY

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

Parcel 15

(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