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Doc#: 1203122048 Fee: \$100.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/31/2012 01:15 PM Pg: 1 of 12

ASSIGNMENT FOR THE BENEFIT OF CREDITORS OF HOME OF MOO & OINK, LLC AND TRUST AGREEMENT

This ASSIGNMENT FOR THE BENEFIT OF CREDITORS OF HOME OF MOO & OINK, LLC AND TRUST AGREEMENT (this "Assignment and Trust Agreement") is made and entered into this 21st day of November, 2011, by and between Home of Moo & Oink, LLC, an Illinois limited liability company ("HM&O"), having its principal place of business at 7158 S. Stony Island, Chicago, IL 60649 (hereinafter referred to as "Assignor"); and STEVEN A. NERGER, not individually, but as Trustee and Trustee-Assignee for the benefit of creditors of Assignor (hereinafter referred to as "Trustee-Assignee").

WHEREAS, Assignor is indebted to diverse persons and entities that it is presently unable to pay in full, and has decided to discontinue its business and is desirous of transferring all its property to an assignee for the benefit of all its creditors so that the transferred property may be expeditiously liquidated and the proceeds thereof be fairly distributed to its creditors without any preference or priority, except such priority as is established and permitted by law;

NOW, THEREFORE, in consideration of Assignor's existing indebtedness to its creditors and the undertakings and mutual covenants contained herein, the parties hereby agree as set forth herein:

1. Creation and Object of Trust. The name of this Trust will be the "Home of Moo & Oink Trust Agreement" and its object will be the orderly liquidation of the assets and property of Assignor, and the distribution of the proceeds therefrom to the creditors of Assignor, in accordance with applicable law. Assignor hereby nominates and appoints Trustee-Assignee as Trustee-Assignee to carry out the purpose of this Trust in accordance with its terms and conditions.

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2. Transfer of Assets. Assignor does hereby assign, transfer, and set over to Trustee-Assignee all its property (collectively, the "Property") of every kind and description, real and personal, tangible and intangible, and wherever located, including, but not limited to, cash in banks and on hand, accounts receivable, inventory, machinery, equipment, furniture, fixtures, beneficial, legal and equitable interests in real estate and related trusts (including those certain Chicago Title Land Trust Company Trust Agreements dated April 3, 1990 and known as Trust Number 1144-CH, May 26, 1981 and known as Trust Number 38608-09, August 2, 1984 and known as Trust Number 61844, and June 22, 1994 and known as Trust Number 118451-04), supplies, instruments, documents, general intangibles, patents, trademarks, trade names and goodwill (as well as the right to receive all incoming mail), to have and to hold the same unto the said Trustee-Assignee, in trust.

3. Powers and Duties of Trustee-Assignee. The Trustee-Assignee will have the following powers, rights, and duties hereunder:

- (a) to receive, sell, and dispose of the Property in the best manner and for the highest and best price or prices reasonably obtainable;
- (b) to collect the claims of Assignor against third parties;
- (c) to dispose of or settle any and all claims of Assignor against third parties, or by third parties against Assignor, in the best and most reasonable manner as provided by law;
- (d) so far as possible and in the best manner possible, to convert to cash all Property of Assignor and to properly carry out this trust;
- (e) in Trustee-Assignee's name or in the name of the Assignor, to collect, sue for, or otherwise liquidate or dispose of any and all claims, demands, or accounts receivable due and payable to Assignor from whomsoever, and to dispose of all disputed claims asserted against Assignor in such manner as shall be in the best interest of the Assignor;
- (f) to execute assignments, bills of sale, letters of direction, and any other documents necessary to convey title to Assignor's property;

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(g) to employ attorneys, accountants, and such additional personnel to the extent reasonably deemed by Trustee-Assignee to be necessary to handle the administrative details of this Trust;

(h) to do and perform any and all other acts necessary and proper for the orderly liquidation or other disposition of the assets and Property of the Assignor and the distribution of the proceeds derived therefrom; and

(i) to disburse the proceeds realized from the sale or other disposition of Assignor's said Property in the following manner and priority:

(1) First, payment of the expenses of administration of the trust created hereby, including reasonable compensation to the Trustee-Assignee and his attorney, the attorney for the Assignor, an accountant for the Trust, and to such other parties as shall be entitled thereto, including the costs and expenses incidental to the preparation and execution of this Assignment and Trust Agreement, subject to the Assignor's agreed budget with First Midwest Bank as it may be amended from time to time;

(2) Second, to the extent such debts are entitled to priority payments under applicable law, all debts owing to the United States of America as of the date of this Assignment and Trust Agreement, including federal withholding tax, federal unemployment tax, and other federal income, excise, property, and employment tax.

(4) Third, to the extent such debts are entitled to priority payments under applicable law, all debts owing to any State as of the date of this Assignment and Trust Agreement, including state income, property, and employment tax.

(5) Fourth, all other debts owing as of the date of this Assignment and Trust Agreement that are entitled to priority treatment and payment under applicable law.

(6) Fifth, to all other creditors of Assignor for all other debts and liabilities that Assignor may owe, provided that if there shall not be sufficient funds with which to pay all of the Assignor's debts, then said debts, except those entitled by law to priority, shall be paid pro rata, all in accordance with Illinois law.

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(7) Finally, if there should be any residue of said proceeds remaining after making the payments and distribution aforesaid, Trustee-Assignee shall pay same to Assignor or its successors and assigns.

To the extent applicable law requires payment of certain claims or class(es) of claims in a priority other than as set forth above, such claims will be paid in accordance with applicable law, and not in the priority set forth above.

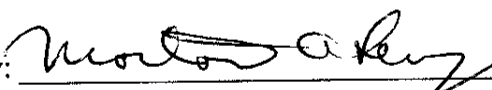
4. Successor Trustee-Assignee. In the event of the death, inability or refusal to act, or resignation of STEVEN A. NERGER as Trustee-Assignee, then in such event MICHAEL A. SILVERMAN is hereby appointed as Successor Trustee-Assignee, with all the duties, rights, and powers herein imposed upon and granted to STEVEN A. NERGER as Trustee-Assignee.

5. Administration. This Trust will be administered out of court. The Trustee-Assignee will have the right to ask any court of competent jurisdiction for a declaratory judgment or such other relief as the Trustee-Assignee may deem reasonably necessary if, in his opinion, such action is desirable in connection with any dispute or claim arising hereunder.

6. Acceptance by Trustee-Assignee. By his signature on the attached Acceptance, the Trustee-Assignee does hereby accept the Trust herein created and agrees to faithfully perform the same according to the best of the Trustee-Assignee's skill, knowledge, and ability.

Executed and delivered at Glenview, Illinois, this 21st day of November, 2011.

HOME OF MOO & OINK, LLC

By: 

Title: President/member MANAGER

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ATTEST:

Matt Lohr

Title: Sec/TREAS Member

Property of Cook County Clerk's Office



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ACTION BY MEMBERS AND MANAGER BY UNANIMOUS WRITTEN CONSENT

The undersigned, being all of the membership interest holders of Home of Moo & Oink, LLC, an Illinois limited liability company (the "Company"), and including the Manager of said company, hereby consent in writing, without a meeting, pursuant to the authority of the laws of the State of Illinois, to the following action:

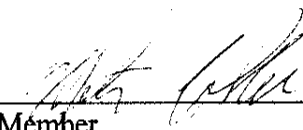
RESOLVED: That the Company is hereby authorized and empowered to enter into, execute, and deliver the Assignment for the Benefit of Creditors of Home of Moo & Oink, LLC and Trust Agreement (the "Assignment and Trust Agreement"), in the form presented to the undersigned, and to make an assignment of all of its assets to an assignee for the benefit of creditors pursuant to the terms of such Assignment and Trust Agreement.

FURTHER RESOLVED: That the Manager of the Company execute all necessary papers and documents pertaining to an assignment for the benefit of creditors to STEVEN A. NERGER, not individually, but as Trustee and Trustee-Assignee for the benefit of creditors of the Company, and said Trustee-Assignee shall be authorized to do any and all acts necessary in order to fully carry out the intent and purposes of such assignment.

FURTHER RESOLVED: That the Manager of this company is hereby authorized, empowered, and directed to enter into, execute, and deliver any and all other documents, and to take any and all other acts, that may be necessary to carry out the purposes contained in said Assignment and Trust Agreement for the benefit of creditors.

Dated: Nov 21, 2011.


Member & Manager


Member

Member

Being all the Members and Manager

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ACTION BY MEMBERS AND MANAGER BY UNANIMOUS WRITTEN CONSENT

The undersigned, being all of the membership interest holders of Home of Moo & Oink, LLC, an Illinois limited liability company (the "Company"), and including the Manager of said company, hereby consent in writing, without a meeting, pursuant to the authority of the laws of the State of Illinois, to the following action:

RESOLVED: That the Company is hereby authorized and empowered to enter into, execute, and deliver the Assignment for the Benefit of Creditors of Home of Moo & Oink, LLC and Trust Agreement (the "Assignment and Trust Agreement"), in the form presented to the undersigned, and to make an assignment of all of its assets to an assignee for the benefit of creditors pursuant to the terms of such Assignment and Trust Agreement.

FURTHER RESOLVED: That the Manager of the Company execute all necessary papers and documents pertaining to an assignment for the benefit of creditors to STEVEN A. NERGER, not individually, but as Trustee and Trustee-Assignee for the benefit of creditors of the Company, and said Trustee-Assignee shall be authorized to do any and all acts necessary in order to fully carry out the intent and purposes of such assignment.

FURTHER RESOLVED: That the Manager of this company is hereby authorized, empowered, and directed to enter into, execute, and deliver any and all other documents, and to take any and all other acts, that may be necessary to carry out the purposes contained in said Assignment and Trust Agreement for the benefit of creditors.

Dated: 11-31-, 2011.

Member & Manager

Member

Alfonso Espinoza
Member

Being all the Members and Manager

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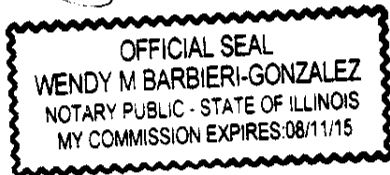
STATE OF ILLINOIS)
)
 COUNTY OF Cook) SS

I, Wendy Barbieri Gonzalez, a Notary Public in and for the County and State aforesaid, do hereby certify that MORTON LEVY, Manager of Home of Moo & Oink, LLC, appeared before me this day in person and acknowledged to me that he signed the foregoing Assignment and Trust Agreement as his free and voluntary act and as the free and voluntary act of said company, pursuant to directions and resolutions passed by the Members and Manager of said company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

This 21st day of NOV, 2011.

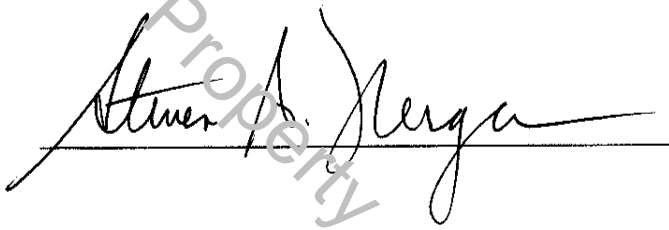
Wendy Barbieri Gonzalez
 Notary Public



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ACCEPTANCE

I, STEVEN A. NERGER, the Trustee and Trustee-Assignee hereinabove named, do hereby accept the trust hereinabove set forth, not individually, but solely as Trustee and Trustee-Assignee, subject to the conditions set forth above.

A handwritten signature in black ink, appearing to read "Steven A. Nerger", is written over a horizontal line. A large, light gray diagonal watermark reading "Property of Cook County Clerk's Office" is visible across the signature.

At Skokie, Illinois on November 21, 2011.

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Home of Moo & Oink Properties by PIN

<u>PIN</u>	<u>Address</u>	<u>Legal Description Parcel</u>
<u>Stony Island</u>		
20-26-203-019-0000	7120 E. Stony Island	Parcels 1 and 2
20-26-203-023-0000	7114 E. Stony Island	Parcels 1 and 2
20-26-207-021-0000	1532 E. 72nd St.	Parcel 7
20-26-207-022-0000	7134 E. Stony Island	Parcel 3
20-26-207-025-0000	7148 E. Stony Island	Parcels 4,5 and 6
20-26-207-026-0000	7154 E. Stony Island	Parcels 4,5 and 6
20-26-207-027-0000	7140 E. Stony Island	Parcels 4,5 and 6
SEE ATTACHED		
<u>Madison</u>		
16-09-428-017-0000	4844 W. Madison	
16-09-428-018-0000	4848 W. Madison	
16-09-428-019-0000	4844 W. Madison	
16-09-428-020-0000	4348 W. Madison	
16-09-428-021-0000	4848 W. Madison	
16-09-428-022-0000	4848 W. Madison	
16-09-428-023-0000	4848 W. Madison	
<u>Racine</u>		
20-32-223-006-0000	8215 S. Racine	
20-32-223-007-0000	8221 S. Racine	
20-32-223-008-0000	8223 S. Racine	
20-32-223-009-0000	8225 S. Racine	
20-32-223-010-0000	8227 S. Racine	
20-32-223-014-0000	8237 S. Racine	
20-32-223-015-0000	8241 S. Racine	
20-32-223-016-0000	8243 S. Racine	
20-32-223-017-0000	8245 S. Racine	
20-32-223-037-0000	8201 S. Racine	
20-32-223-038-0000	8233 S. Racine	

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PARCEL DESCRIPTION:

PARCEL 1

THAT PART OF LOT 30 WHICH LIES NORTH OF A LINE 63.30 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF EAST 71ST PLACE AND WHICH LIES SOUTH OF A LINE DRAWN FROM A POINT ON THE EAST LINE OF THE SAID LOT WHICH LIES 123.20 FEET NORTH OF THE SAID NORTH LINE OF EAST 71ST PLACE TO A POINT ON THE WEST LINE OF SAID LOT WHICH IS 122.34 FEET NORTH OF THE SAID NORTH LINE OF EAST 71ST PLACE IN BLOCK 1 IN JOHN G. SHORTALL TRUSTEES' SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2

LOT 31 AND THAT PART OF LOT 30 WHICH LIES SOUTH OF A LINE 63.30 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF EAST 71ST PLACE IN BLOCK 1 IN J. G. SHORTALL TRUSTEES' SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3

LOT 29 AND THE NORTH 25 FEET OF LOT 30 IN BLOCK 8 IN JOHN G. SHORTALL, TRUSTEE'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4

LOT 30 (EXCEPT THE NORTH 25 FEET THEREOF) IN BLOCK 8 IN JOHN G. SHORTALL, TRUSTEE'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5

LOTS 1, 2, 3 (EXCEPT THE SOUTH 3 FEET OF LOT 3) IN F. CHARLES SCHMIDT'S SUBDIVISION OF LOT 31 IN BLOCK 8 IN JOHN G. SHORTALL, TRUSTEE'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6

LOT 4 AND THE SOUTH 3 FEET OF LOT 3 IN F. CHARLES SCHMIDT'S SUBDIVISION OF LOT 31 IN BLOCK 8 IN JOHN G. SHORTALL, TRUSTEE'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7

LOT 28 IN BLOCK 8 IN JOHN G. SHORTALL, TRUSTEE'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Miscellaneous Notes

BUILDING AREA = 12927.39 Sq. Ft.

16' ALLEY

CONC. WALK

CONC. WALK

FOUND PK NAIL
ON LINE @ 0.38'

BLDG. IS
0.14' WEST

BLDG. IS
0.22' WEST

BUILDING
48.92

125.0

BLACKTOP PAVING

EPK

CHICAGO TITLE INSURANCE COMPANY

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LOAN POLICY (2006)

(SCHEDULE A (CONTINUED))

POLICY NUMBER: 1409-ST5113137-FSC

5. ~~THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:~~

~~PARCEL 1: LOT 4 AND THE SOUTH 3 FEET OF LOT 3 IN F. CHARLES SCHMIDT'S SUBDIVISION OF LOT 31 IN BLOCK 8 IN JOHN G. SHORTALL, TRUSTEE'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.~~

~~PARCEL 2: THAT PART OF LOT 30 WHICH LIES NORTH OF A LINE 63.30 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF EAST 71ST PLACE AND WHICH LIES SOUTH OF A LINE DRAWN FROM A POINT ON THE EAST LINE OF THE SAID LOT WHICH LIES 123.20 FEET NORTH OF THE SAID NORTH LINE OF EAST 71ST PLACE TO A POINT ON THE WEST LINE OF THE SAID LOT WHICH IS 122.34 FEET NORTH OF THE SAID NORTH LINE OF EAST 71ST PLACE IN BLOCK 1 IN JOHN G. SHORTALL TRUSTEES SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.~~

~~PARCEL 3: LOT 31 AND THAT PART OF LOT 30 WHICH LIES SOUTH OF A LINE 63.30 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF EAST 71ST PLACE IN BLOCK 1 IN J.G. SHORTALL TRUSTEES' SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.~~

~~PARCEL 4: LOT 29 AND THE NORTH 25 FEET OF LOT 30 IN BLOCK 8 IN JOHN G. SHORTALL TRUSTEE'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.~~

~~PARCEL 5: LOT 30; (EXCEPT THE NORTH 25 FEET THEREOF) IN BLOCK 8 IN THE SUBDIVISION BY JOHN G. SHORTALL, TRUSTEE'S OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.~~

~~PARCEL 6: LOTS 1, 2, 3 (EXCEPT THE SOUTH 3 FEET OF LOT 3) IN F. CHARLES SCHMIDT'S SUBDIVISION OF LOT 31 IN BLOCK 8 IN JOHN G. SHORTALL, TRUSTEE'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.~~

~~PARCEL 7: INTENTIONALLY LEFT BLANK~~

~~PARCEL 8: LOTS 23 THROUGH 40, BOTH INCLUSIVE, IN BLOCK 23 IN CHESTER HIGHLAND'S FIFTH ADDITION TO AUBURN PARK OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 IN SECTION 32, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.~~

~~PARCEL 9: LOTS 25 TO 36, BOTH INCLUSIVE, IN BLOCK 12 OF DERBY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.~~

~~PARCEL 10: LOTS 37, 38, 39, 40 AND 41 IN BLOCK 12 IN DERBY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.~~

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

KW5

05/13/10

10:33:21