

Doc#: 1234755043 Fee: \$92.00 Karen A. Yarbrough RHSP Fee: \$10.00 Cook County Recorder of Deeds

Date: 12/12/2012 10:25 AM Pg: 1 of 10

Assignment of Rents, Leases and Profits

3017 29060



THIS ASSIGNMENT OF RENTS, LEASES AND PROFITS (this "Assignment") is made and entered into as of this 28th day of November, 2012, by

1475 Glen Lake LLC, an Illinois limited liability company, and Steven P. Rerapas, an Illinois resident

(each an "Assignor" and collectively, the "Assignors"), with an address at 6548 N. Nokomis, Lincolnwood, Illinois 60712 in favor of PNC BANK, NATIONAL ASSOCIATION (the "Bank"), with an address at

PNC Financial Services Gro 2p One North Franklin St. 28th Floor Chicago, IL 60606 Attn: Kelly M. Ryan

Senior Vice President

Corporate & Institutional Banking

WHEREAS, Assignors are indebted to the Bank in an aggregate principal amount of up to ELEVEN MILLION ONE HUNDRED SIXTH-THREE THOUSAND THIRTY-ONE DOLLARS (\$11,163,031) (together with other co-borrowers) under the tenns of certain promissory notes (as the same may be amended, modified, supplemented or replaced from time to take, the "Note") dated November 28, 2012, executed and delivered to the Bank, which Note is incorporated herein by reference and made a part hereof, as well as this Assignment and any mortgage, deed of trust, deed to secure debt, surety agreement and any related agreements and documents executed and delivered pursuant to any of the foregoing (the Note and any such mortgage, deed of trust, deed to secure deb and all of such related agreements, and all other documents evidencing, securing or guaranteeing payment of any obligations to the Bank, as any of the same may be amended, modified, supplemented, replaced or reflectanced from time to time, are hereinafter collectively referred to as the "Loan Documents"); and

WHEREAS, the obligations under the Loan Documents are secured by a certain mortgage, deed of trust, deed to secure debt or other similar instrument (as the same may be amended, modified, supplemented, replaced or refinanced from time to time the "Mortgage") dated November 28, 2012, against certain premises described in Exhibit A attached hereto (the "Premises"), and recorded or to be recorded in the real estate records of the County or Counties where the Premises are located; and

WHEREAS, the Assignor has agreed to assign its interest under all present and future leases, use agreements, occupancy agreements, licenses or other similar instruments, including without limitation, each lease listed on Exhibit B attached hereto, as the same may be amended, modified, extended or renewed from time to time (collectively, the "Leases") of all or a portion of the improvements erected or to be erected on the Premises to the Bank in the manner hereinafter provided as additional security for the payment of the Obligations (as defined in the Mortgage):

NOW, THEREFORE, in consideration of the extension of credit under the Loan Documents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Assignors hereby assign, transfer and set over to the Bank, as security for the payment of the Obligations and the observance and performance of all the terms, covenants and provisions of the Loan Documents, the Mortgage and this Assignment, all of each Assignor's right, title and interest in and to the Leases, all of the rents, additional rents, charges, issues, profits and other payments for the use or occupancy of the Premises (including rooms and other public facilities in hotels, motels or other lodging properties) payable under the Leases (which are now in existence or which may hereafter be executed during the term hereof) and all cash or other property deposited by tenants to secure performance of their obligations under the Leases, including, without limitation, the immediate and continuing right to receive and collect all condemnation awards and insurance proceeds, the right to accept or reject any offer made by any tenant pursuant to its Lease to purchase the Premises and any other property subject to the Lease as therein provided and to perform all other necessary or appropriate acts with respect to suc'i Leases as agent and attorney-in-fact for Assignors, which appointment is irrevocable and coupled with in interest, and the right to make all waivers and agreements, to give and receive all notices, consents and releases, to take such action upon the happening of a default under any Lease, including the commencement, conduct and consummation of proceedings at law or in equity as shall be permitted under any provision of any Lease or by any law, and to do any and all other things whatsoever which the Assignors are or may become entitled to do under any such Lease all from the date hereof to the end of the respective terms of the Leases and any renewals and extensions thereof, and in all cases both before and after the commencement by or against either Assignor of any case or proceeding under any Federal or State bankruptcy, insolvency or similar law (collectively, the "Rents"). This Assignment is a present absolute and unconditional assignment from the Assignors to the Bank and not merely the granting of a security interest. Each Assignor further represents, warrants and covenants, jointly and severally, to the Bank as follows:

- 1. <u>Status of Leases</u>. Each Assignor represents and warrants that (i) as of the date hereof there are no Leases affecting the Premises except as set forth or <u>Exhibit B</u> attached hereto; (ii) the Leases are valid and enforceable; (iii) neither Assignor, nor the tenants are in default under any of the terms of the Leases; (iv) no rent reserved in any of the Leases has been reprid for a period of more than one month in advance, anticipated, pledged or assigned; and (v) the arount and location of any security deposits given by the tenant under any Lease are identified on <u>Exhibit 2</u> with the other information for such Lease.
- 2. Performance and Enforcement of Leases. Each Assignor shall, at its sole cost and expense, (i) observe and perform, or cause to be observed and performed, each and every term, covenant and provision of the Leases on the part of the landlord thereunder to be observed and performed, (ii) promptly send copies of all notices of default which an Assignor shall send or receive under the Leases to the Bank, (iii) enforce, short of termination thereof, the observance and performance of each and every term, covenant and provision of the Leases on the part of the tenants thereunder to be observed and performed, and (iv) appear in and defend any action or proceeding arising under or in any manner connected with the Leases or with the obligations and undertakings of the landlord or the tenants thereunder. If an Assignor shall fail to pay, perform or observe any of its covenants or agreements hereunder or under any of the Leases, the Bank may pay, perform or observe the same and collect the cost thereof from the Assignors.
- 3. Restrictions on Actions Under Leases. The Assignors shall not, without the prior written consent of the Bank, (i) further assign or attempt to assign the Leases or any portion of the Rents due and payable or to become due and payable thereunder, (ii) alter, modify, amend or change the terms of any of the Leases or surrender, renew, cancel or terminate the same or do anything whatsoever affecting any guaranty of any of the Leases or consent to any of the foregoing, (iii) accept prepayments of

any portion of the Rents for a period of more than one (1) month in advance, (iv) enter into any lease, license or other agreement for occupancy after the date hereof for the Premises, or any part thereof, without the prior written consent of the Bank, or (v) discount any future accruing Rents.

- 4. Bank Not Obligated Under Leases. This Assignment shall not be deemed or construed to obligate the Bank to take any action or incur any expense or perform or discharge any obligation, duty or liability under the Leases, and the Assignors hereby agree to indemnify and hold the Bank harmless from and against all liability, cost, loss or damage, including, but not limited to, reasonable attorneys' fees, which the Bank may or might incur under the Leases (or any of them) or relating to the Premises or under or by reason of this Assignment and from and against the Bank by reason of any alleged obligation or undertaking on the Bank's part to perform or discharge any of the terms, covenants or provisions contained in the Leases. Nothing contained in this Assignment and no entry by the Bank upon the Premises as hereinafter provided, shall be construed to constitute the Bank as a mortgagee in possession or render the Bank liable in any way for any injury or damage to person or property sustained by any person or entity in, or, or about the Premises.
- security for the payment of the Obligations and the observance and performance by the Assignors of the terms, covenants and provisions of the Loan Documents on the part or either or both Assignors to be observed and performed. So long as no Event of Default shall exist under the Note, the Mortgage or any of the other Loan Documents and no event shall have occurred which, by the lapse of time or the giving of notice, or both, is or would become an Event of Default thereunder, the Assignor shall have a license to occupy the Premises as landlord or otherwise and to collect, use and enjoy the rents, issues and profits and other sums payable under and by virtue of any Lease (but only as the same become due under the provisions of such Lease) and to enforce the coverants of the Leases, provided that any amounts collected by the Assignors shall be held by the Assignors in trust for the benefit of the Bank for use in the payment of all sums due on the Obligations.

Upon the occurrence of an Event of Default under the Noie the Mortgage or any of the other Loan Documents, the right and license granted to the Assignors in this Assignment shall be automatically revoked without any notice or further action whatsoever and the Bank, at its option, shall have the complete right, power and authority (a) without taking possession, to demand, collect and receive and sue for the Rents and other sums payable under the Leases and, after deducting all reasonable costs and expenses of collection (including, without limitation, reasonable attorneys, fees) as determined by the Bank, apply the net proceeds thereof to the payment of any indebtedness secured he eby; (b) to declare all sums secured hereby immediately due and payable, and exercise any or all of the rights and remedies contained in the Note, the Mortgage, the Loan Documents or at law or in equity; and (c) without regard to the adequacy of the security, with or without process of law, personally or by agent or attorney, or by a receiver to be appointed by court, enter upon, take and maintain possession of and hold, maintain, control and operate the Premises, or any part thereof, together with all documents, books, records, papers, and accounts relating thereto and exclude each Assignor and its agents and servants therefrom, as fully and to the same extent as the Assignor could do if in possession and in such event, without limitation and at the expense of the Assignors, from time to time cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the Premises or any part thereof, as the Bank deems judicious, and pay taxes, assessments and other charges on the Premises, or any part thereof, and insure and reinsure the same, and lease the Premises, or any part thereof, for such terms and on such terms as the Bank deems desirable, including leases for terms expiring beyond the maturity of the indebtedness secured by the Loan Documents and cancel any Lease or sublease thereof for any cause or on any ground. The Bank may retain and apply the Rents toward payment of the Obligations in such priority and proportions as the Bank, in its sole discretion, shall deem proper.

- 6. INSTRUCTIONS TO TENANTS AFTER DEFAULT. TIME IS OF THE ESSENCE HEREOF. EACH ASSIGNOR HEREBY CONSENTS TO AND IRREVOCABLY AUTHORIZES AND DIRECTS THE TENANTS UNDER THE LEASES AND ANY SUCCESSOR TO THE INTEREST OF ANY OF SAID TENANTS, UPON DEMAND AND NOTICE FROM THE BANK OF THE BANK'S, RIGHT TO RECEIVE THE RENTS AND OTHER AMOUNTS DUE UNDER SUCH LEASES, TO PAY TO THE BANK THE RENTS AND OTHER AMOUNTS DUE OR TO BECOME DUE UNDER THE LEASES, AND SAID TENANTS SHALL HAVE THE RIGHT TO RELY UPON SUCH DEMAND AND NOTICE FROM THE BANK AND SHALL PAY SUCH RENTS AND OTHER AMOUNTS TO THE BANK WITHOUT ANY OBLIGATION OR RIGHT TO DETERMINE THE ACTUAL EXISTENCE OF ANY DEFAULT OR EVENT CLAIMED BY THE BANK AS THE BASIS FOR THE BANK'S RIGHT TO RECEIVE SUCH RENTS AND OTHER AMOUNTS AND NOTWITHS'TANDING ANY NOTICE FROM OR CLAIM OF ASSIGNORS TO THE CONTRARY, AND ASSIGNORS SHALL HAVE NO RIGHT TO CLAIM AGAINST SAID TENANTS FOR ANY SUCH RENTS AND OTHER AMOUNTS SO PAID BY SAID TENANTS TO THE BANK.
- Default under the Note, the Mortgage or any of the other Loan Documents, the Bank shall have the right, at its option, to enter and take over and assume the management, operation and maintenance of the Premises and to perform all necessary and proper acts and to expend such sums out of the income of the Premises as may be necessary in connection therewith, in the same manner and to the same extent as the Assignors might do, including the right to effect new leases, cancel or surrender some or all of the Leases, alter, modify or amend the provisions the eof, or make concessions to the tenants thereunder, and each Assignor hereby releases and waives all claims against the Bank arising out of such management, operation and maintenance. In addition to the above, upon the occurrence of a default or an Event of Default under the Note, the Mortgage or any of the other Loan Documents, each Assignor expressly consents to the appointment of a receiver for the Premises, without notice, either by the Bank or a court of competent jurisdiction, to take all acts in connection with the Premises permitted by law or in equity and to deduct from any and all Rents and other amounts received from the Leases a commercially reasonable amount in the state wherein the Premises is located to compensate such receiver for its actions.
- 8. Coverage of All Leases. Any and all other Leases affecting the Premises or any portion thereof presently in effect or hereafter entered into by either Assignor shall be covered by the provisions of this Assignment and all such Leases and all of the Assignors' right, title and interest in all such Leases and Rents are hereby assigned to the Bank until the end of the respective terms thereof, including any renewals or extensions thereof, subject to all of the terms, covenants and provisions of this Assignment. The Assignors shall deliver a true and correct copy of each such Lease to the Bank promptly after the execution and delivery of the same. The Assignors shall, upon the request of the Bank, execute and deliver in recordable form all instruments which the Bank may reasonably request to furth a evidence and confirm such assignment of each such Lease
- 9. <u>Notices</u>. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("Notices") must be in writing and will be effective upon receipt. Notices may be given in any manner to which the parties may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. Regardless of the manner in which provided, Notices may be sent to a party's address as set forth above or to such other address as any party may give to the other for such purpose in accordance with this section.
- 10. Preservation of Rights. No delay or omission on the Bank's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Bank's action or inaction impair any such right or power. The Bank's rights and

remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Bank may have under other agreements, at law or in equity. Without limiting the foregoing, nothing contained in this Assignment is intended or shall be construed to prevent the Bank in the exercise of its discretion from foreclosing the Mortgage or otherwise enforcing the provisions thereof in accordance with its terms. To the extent permitted by law, each Assignor hereby waives any and all legal requirements that the Bank institute any action or proceeding in law or in equity against any other party, or exhaust its remedies under the Mortgage and the other Loan Documents, or in respect of any other security held by the Bank as a condition precedent to exercising its rights and remedies under this Assignment. Each Assignor agrees that the collection of rents and the application thereof as aforesaid or the entry upon and taking of possession of the Premises, or any part thereof, by the Bank shall not cure or waive any default, or waive, modify or affect any notice of default under the Note or the Loan Documents, or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by the Bank, once exercised, shall continue for so long as the Bank shall elect. If the Bank shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from tim, to time following any subsequent default.

- 11. <u>Illegality</u> If any provision contained in this Assignment should be invalid, illegal or unenforceable in any respect, it shall not affect or impair the validity, legality and enforceability of the remaining provisions of this Assignment.
- 12. Changes in Writing. No modification, amendment or waiver of, or consent to any departure by either Assignor from, any provision of this Assignment will be effective unless made in a writing signed by the Bank, and then such vaiver or consent shall be effective only in the specific instance and for the purpose for which given No notice to or demand on either Assignor will entitle either Assignor to any other or further notice or demand in the same, similar or other circumstance.
- 13. Further Assurances. Assignors will, at the cost of Assignor, upon the Bank's request, do, execute, acknowledge and deliver to the Bank such further locuments, assurances and statements and do or cause to be done all and every such further acts, things, dreds, conveyances and the like as the Bank may deem necessary or appropriate to effect the transactions contemplated hereby or to confirm the assumption of and agreement to pay, perform and discharge the liabilities and obligations hereby assumed and agreed to be paid, performed or discharged, or intended so to be.
- 14. <u>Successors and Assigns</u>. This Assignment will be binding upon and inure to the benefit of the Assignors and the Bank and their respective heirs, executors, administrators, successors and assigns; <u>provided</u>, <u>however</u>, that the Assignors may not assign this Assignment in whole or in part without the Bank's prior written consent and the Bank at any time may assign this Assignment in whole or in part.
- by the Bank and will be deemed to be made in the State where the Bank's office indicated above is located. This Assignment will be interpreted and the Rights and liabilities of the Parties hereto determined in accordance with the laws of the State where the Bank's office indicated above is located in the Laws of the State where the Bank's office indicated above is located, excluding its conflict of laws rules, except that the laws of the State where the Premises are located (if different from the State where such office of the Bank is located) shall govern the creation, perfection and foreclosure of the liens created hereunder on such property or any interest therein. Each Assignor hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the county or judicial district where the Bank's office indicated above is located (and any State where the Premises are located); provided that nothing contained in this Assignment will prevent the Bank from bringing any action, enforcing any award or judgment or exercising any rights against either Assignor

individually, against any security or against any property of either Assignor within any other county, state or other foreign or domestic jurisdiction. The Bank and the Assignors agree that the venue provided above is the most convenient forum for both the Bank and the Assignors. The Assignors waive any objection to venue and any objection based on a more convenient forum in any action instituted under this Assignment.

- 16. <u>Counterparts.</u> This Assignment may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Assignment by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.
- 17. Fitire Agreement. This Assignment (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.
- 18. <u>Interpretation</u>. In this Assignment, unless the Assignors and Bank otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation", references to articles, sections (or subdivisions of sections) or exhibits are to those of this Assignment; and references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prolibited by the terms of this Assignment. Section headings in this Assignment are included for convenience of reference only and shall not constitute a part of this Assignment for any other purpose. If this Assignment is executed by more than one party as Assignor, the obligations of such persons or entities will be joint and several.

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WAIVER OF JURY TRIAL. EACH ASSIGNOR IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS ASSIGNMENT, ANY DOCUMENTS CON.
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acknowledges that it h.
salver of jury trial, and has

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By: Att L.
Print Name: Steven P.
Title: Manager

Print Name: Steven P. Rempas EXECUTED IN CONNECTION WITH THIS ASSIGNMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE ASSIGNOR ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

Each Assignor acknowledges that it has read and understood all the provisions of this Assignment, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

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[Signature page Assignment of Rents, Leases and Profits]

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ACKNOWLEDGMENTS

STATE OF ILLINOIS)) ss:	
COUNTY OF COOK)	
officer, personally appeared person whose name is subse executed the same for the pur	Steven P. Rempas, known to cribed to the foregoing instr	e me, a Notary Public, the undersigned of me (or satisfactorily proven) to be the rument, and acknowledged that he/she d and official seal.
My commission expires:		Notary Public Notary Public Print Name Print Name
STATE OF ILLINOIS	C	
COUNTY OF COOK) ss:	
officer, personally appeared Manager of 1475 Glen Lake	Steven P. Rempas, who ac LLC, an Illinois limited liab do so, executed the foregoin	the me, a Notary Public, the undersigned eknowledged himself/herself to be the polity company, and that he/she, as suching instrument for the purposes therein in mpany.
IN WITNESS WHER	REOF, I hereunto set my hand	l and official seal.
My commission expires: /ひ/ゴル	TEPIOIAL SEAL SEAL SEAL SEAL SEAL SEAL SEAL SE	Notary Public Meg D, Stern Print Name

[Signature page Assignment of Rents, Leases and Profits]

PREMIER TITLE 1350 W. NORTHWEST HIGHWAY ARLINGTON HEIGHTS, IL 60004 (847) 255-7100

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EXHIBIT A

Legal Description

THAT PART OF LOT 13 IN BLOCK 192 IN THE HIGHLANDS WEST AT HOFFMAN ESTATES XX1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST ¼ AND PART OF THE EAST ½ OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MEIDIAN IN THE VILLAGE OF HOFFMAN ESTATES, SCHAUMBURG TOWNSHIP IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 13 BEING THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF HIGGINS ROAD WITH THE EASTERLY LINE OF GLEN LAKE ROAD THENCE NORTHERLY ALONG THE EASTERLY LINE OF GLEN LAKE ROAD NORTH 13 DEGREES 22 MINUTES 43 SECONDS EAST, A DISTANCE OF 260.04 TO A POINT OF CURVATURE THENCE NORTHERLTY ALONG A CURVED LINE, CONVEXED TO THE EAST 399.68 FEAT IN RADIUS, FOR AN ARC LENGTH OF 2.64 FEET TO THE POINT OF BEGINNING THENCE CONTINUING NORTHERLY ALONG THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 96.95 FE3T TO THE NORTHWEST CORNER OF SAID LOT 13, THENCE SOUTH EASTWARD ALONG NORTHERLY LINE OF SAID LOT 13, SOUTH 72 DEGREES, 18 MINUTES 55 SECONDS EAST, A DISTANCE OF 172.83 FEET, THENCE SOUTH 13 DEGREES, 22 MINUTES 43 SECONDS WEST, A DISTANCE OF 95.00 FEET, THENCE NORTH, 72 DEGREES 18 MINUTES 55 SECONDS WEST, A DISTANC'S OF 160.46 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

Tax Parcel Number:

07-08-409-016-0000

Common Address:

1475 Glen Lake Road

Hoffman Estates, IL 60195

Clark's Office LOTS 20 AND 21 IN ALBERT WISNER'S SUBDIVISION OF BLOCK IN THE SUBDIVISION OF THAT PART LYING NORTHEAST OF THE CENTER OF LINCOLN AVENUE OF THE NORTHWEST ¼ OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax Parcel Number:

14-29-127-012-0000

Common Address:

2829 N. Lincoln Ave. Chicago, IL60657

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EXHIBIT B

Schedule of Leases

As to 1475 Glen Lake Road, Hoffman Estates, Illinois

1. Commercial Lease Agreement dated November 15, 2012 by and between 1475 Glen Lake LLC and Webster Dental Care of Hoffman Estates, PC

As to 2820 N. Lincoln, Ave., Chicago, Illinois

- 1. Complercial Lease Agreement dated November 15, 2012 by and between Steven R. Rempas and Webster Dental Care of Lakeview, Ltd.
- 2. Chicago Apartment Lease dated September 1, 2012 by and between Steven R. Rempas and Mike DiMatina and Andrea Lyons
- 3. Chicago Apartment Le ase dated May 16, 2012 by and between Steven R. Rempas and Blake Yanics and Pilar Selz
- 4. Chicago Apartment Lease dated May 17, 2012 by and between Steven R. Rempas and Venu and / nariath Raghavan