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Doc#: 1436018025 Fee: \$56.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 12/26/2014 10:38 AM Fg: 1 of 10

PREPARED BY AND UPON **RECORDING RETURN TO:** 

Kutak Rock LLP Two Pershing Square 2300 Main Street, Suite 800 Kansas City, Missouri 64108 Attention: John M Keller

### ASSIGNMENT OF LEASES, RENTS AND PROFITS

(Oak Forest, Cook County, Illinois)

THIS ASSIGNMENT OF LEASES, RENTS AND PROFITS ("Assignment") dated effective as of December 10, 2014 (the "Effective Date"), is made for the benefit of Union Bank & Trust Company, 11460 Tomahawk Creek Parkway, Suit 120, Leawood, Kansas 66211, and its successors and assigns, as beneficiary ("Lender"), by Mar Wall II., L.C, a Florida limited liability company, 1172 South Dixie Highway #369, Coral Gables, Florida 33146 ('t orrower").

### **RECITALS:**

- A. Borrower is the owner of all the real property located in Oak Forest, Cook County, Illinois, described on Exhibit A, attached hereto and incorporated iterain by reference, and all improvements situated thereon (collectively, the "Premises").
- B. Lender has extended credit to Borrower in the original function of \$15,511,406.00 pursuant to the terms of the Note (as defined in Section  $\underline{1(i)}$ ) and other Loan Documents (as defined in Section  $\underline{1(f)}$ ).
- C. As a condition for Lender modifying the Note and other Loan Documents as requested by Borrower, Lender has required Borrower to execute and deliver this Assignment.

NOW THEREFORE, to induce Lender to modify the loan evidenced by the Note (the "Loan"), and for other good and valuable consideration, the receipt and sufficiency of which are I erelly acknowledged, Borrower hereby agrees as follows:

- **DEFINITIONS**. As used herein the following terms shall mean: 1.
- DEBT. "Debt" means all: a) obligations owed by Borrower to Lender under the Loan Documents and/or applicable law; and b) interest and costs, including but not limited to attorneys' fees and expenses, incurred by Lender in originating, documenting, administering, collecting, enforcing, or compromising any of the foregoing.
- GUARANTY OR GUARANTIES. "Guaranty" or "Guaranties" means any guaranty of payment, collection, or performance by any Person ("Guarantor") of the Leases (as defined in Section 1(d)) or Rents (as defined in Section  $\underline{1(m)}$ ) and any obligations thereunder, and any amendments or modifica-
  - GUARANTOR. "Guarantor" means any Person liable under any Guaranty. 1(c)
- LEASES. "Leases" means Borrower's entire interest in and to any and all existing or future leases, sub-leases, licenses, rental agreements, or other agreements, whether written or oral, granting to any Person the right to occupy or use any portion of the Premises, including but not limited to that certain

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Lease dated October 30, 1998, between Borrower, Assignee of Oak Forest Central DRG, LLC, as land-lord, and Primary Tenant (defined below) ("Primary Lease").

- 1(e) LOAN AGREEMENT. "Loan Agreement" means that certain Loan and Security Agreement executed by Borrower and Lender on or about September 23, 2014, as modified by the LMA.
- 1(f) LOAN DOCUMENTS. "Loan Documents" means this Agreement, the Note, and all other "Loan Documents" as defined in the Loan Agreement, as modified by the LMA, and all future modifications thereof.
- 1(g) LMA" means that certain Loan Modification Agreement executed by Borrower and Lender on or about it was mber 18, 2014 herewith.
- 1(h) MORTGACE "Mortgage" means that certain Mortgage and Fixture Filing executed by Borrower of even date here with that encumbers the Premises and secures repayment of the Note.
- 1(i) NOTE. "Note" incans that certain \$15,511,406.00 Promissory Note executed on or about September 23, 2014, by Borrower, as modified by the LMA.
- 1(j) PERSON. "Person" means a human being, a corporation, partnership, trust, limited liability company, joint venture, or other legal entity, as the context so requires.
- 1(k) PLEDGED ASSETS. "Pledged Assets" means the Premises and all other collateral described in the Loan Documents.
- 1(I) PRIMARY TENANT. "Primary Tenant" means Walgreen Co., an Illinois corporation, its successors and assigns.
- 1(m) RENTS. "Rents" means all past due, present and future consideration and payments made or to be made by Primary Tenant or any other Person pursuant to the Primary Lease and all other Leases or for any other purpose in connection with the use, occup ancy or habitation of any portion of the Premises, together with all room rentals, room deposits, royalties, ranks revenues, income, proceeds, security deposits, credit card payments made and to be made, profits, benefits, and payments of any kind generated by the operation of the Premises, whether the same accrue before or after foreclosure of the Mortgage, during any applicable redemption period, or after the filing of any bankruptcy proceeding. The term shall also include any payments made pursuant to any Guaranty, and any and all fees and other payments made by any Tenant as a condition of, or in consideration of, its early tenantal or its respective Lease ("Termination Fees").
- 1(n) **TENANTS**. "**Tenants**" means all Persons presently and hereafter occupying an part of the Premises under a Lease, including but not limited to Primary Tenant.

### 2. GRANT OF ASSIGNMENT.

- 2(a) CONVEYANCE OF LEASES AND RENTS. For good and valuable consideration, receipt of which is hereby acknowledged, Borrower hereby absolutely and unconditionally GRANTS, TRANSFERS, SETS OVER, AND ASSIGNS to Lender, and grants to Lender a lien on and security interest in, all of Borrower's right, title, and interest in and to the Primary Lease and all other Leases, Rents, Guaranties, and all accounts, contract rights, and general intangibles relating to any of the foregoing and all products and proceeds thereof. Lender shall be entitled to receive all of Borrower's benefits thereunder and exercise all of Borrower's rights arising therefrom.
- 2(b) STATUS OF RENTS. During the term of this Assignment, Borrower agrees that: i) Lender shall have a perfected, absolute, and present assignment of the Rents; ii) the Rents are no longer Borrower's property or the property of Borrower's estate, as defined in Title 11, United States Code; and iii) the Rents will not constitute collateral, cash or otherwise. Upon the occurrence of an Event of Default

(as defined below) and continuation of such event beyond the applicable cure period contained in the Loan Agreement ("Cure Period"), if any, if Lender is required to take actual possession of the Premises (or some action equivalent thereto, such as securing the appointment of a receiver) in order to "perfect" or "activate" Lender's rights hereunder, Borrower waives the benefits of such law and agrees that such law shall be satisfied solely by: iv) Lender giving written notice to Borrower that Lender intends to enforce its rights in and to the Premises and the Rents; and v) Lender giving written notice to the Primary Tenant and other Tenants that they should commence making payments under the Leases directly to Lender or Lender's designee.

- **2(c)** LICENSE. Until the occurrence of an Event of Default and continuation of such event beyond the Cure Period if any, Borrower shall have a revocable license to collect the Rents when due and apply them for the benefit of Borrower or the Premises, as Borrower shall reasonably determine.
- 3. WARRANTIES. Be nower warrants that: a) Borrower is the sole owner of the lessor's interest in the Primary Leases, all other 'Leases, the Rents, the Guaranties, and all other property assigned or encumbered hereunder, free and clear of all other liens and encumbrances; b) Borrower has good right, title, and interest in and to the fee simple interest in the Premises; c) the Primary Lease: i) is valid and enforceable; ii) is not in default; and iii) has not been altered or modified; and d) no Rents under the Primary Lease or other Leases have been assigned, waived, discounted, compromised, released, or anticipated; d) no Rents under the Primary Lease of other Leases have been collected prior to their due dates; and f) Borrower has the authority to execute and deliver this Assignment and to perform Borrower's obligations hereunder without creating any default under the Primary Lease or other Leases.

### 4. COVENANTS.

- under the Primary Lease and all other Leases; ii) enforce the performance of Primary Tenant and all other Tenants of their obligations under the Leases; iii) assign and deliver the Leases to Lender; iv) execute future Leases only on forms pre-approved by Lender; v) pay or perform the Debt; vi) promptly notify Lender of any claim by any Guarantor that such Guarantor intends to a sert any defense to liability under its respective Guaranty; vii) appear in and defend any action related to the Leases, the Rents, the Guaranties, or this Assignment, all at Borrower's sole cost; viii) promptly forward to Lender copies of all notices Borrower receives from Primary Tenant or any other Tenant that: A) references any actual or claimed default by any party under any Lease; or B) contains any notice of intended or actual cancelation or termination of a Lease by Primary Tenant or any other Tenant; and ix) promptly remination Fees received by Borrower, with Lender to apply such Termination Fees to either or both of the promissory notes comprising the Note in such order, and in such amounts as Lender shall determine in its sole and absolute discretion.
- Borrower shall not, nor shall Borrower allow any Person to: i) borrow against, assign, pledge, or transfer Borrower's interest in the Premises, Leases, Rents, or Guaranties, to any Person other than Lender; ii) subordinate the Leases to the lien of any Person other than Lender; iii) allow any Lease existing as of the date of this Assignment to be terminated, rescinded or canceled; iv) reduce the amount of rent or term of any Lease; v) modify any other terms of any Lease in a manner that materially reduces the obligations of Primary Tenant or any other Tenant or increases the obligations of Borrower; vi) waive, excuse, condone, nor release Primary Tenant or any other Tenant of its obligations under any Lease, nor give any consent or exercise any option required or permitted under any Lease other than to renew a Lease upon the same terms and conditions; vii) permit or allow any other real property to be substituted for the Premises under any Lease without Lender's prior written consent, which consent may be withheld in Lender's sole and absolute discretion; viii) modify the terms of any Guaranty, nor release any Guarantor; or ix) execute any future Lease.

- 5. **EVENTS OF DEFAULT**. The following shall be "Events of Default" under this Assignment:
- **5(a) REPRESENTATIONS, WARRANTIES, COVENANTS, OBLIGATIONS**. Any of the representations and warranties contained herein shall be untrue, inaccurate, or misleading at any time during the term of this Assignment, or Borrower shall fail to timely perform or fulfill any covenant or other obligation hereunder.
- 5(b) TERMINATION OR MODIFICATION OF LEASE OR RELEASE OF TENANT. The termination for any reason of the Primary Lease or any other Lease or the release of Primary Tenant or any other Tenant of any obligations thereunder, or any modification of the Primary Lease or any other Lease without the prior written consent of Lender.
- 5(c) LOAN DOCUMENT DEFAULT. An event of default occurs and remains uncured under any Loan Document.
- 5(d) DEFAULT UNIEF THE LEASES OR GUARANTIES. Any: i) default under the Primary Lease or any other Lease; ii) default under the Primary Guaranty or any other Guaranty; iii) action or inaction which may give rise to a claim that the Primary Guarantor or any other Guarantor is not or will no longer be bound under the Primary Guaranty or any other Guaranty, respectively.
- **5(e) MODIFICATION OF ANY GUARANTOR.** The release of any Guarantor of any obligations under any Guaranty, or any modification of any Guaranty without the prior written consent of Lender.
- 6. **REMEDIES**. At any time that an Event of Default has occurred and remains outstanding beyond the applicable Cure Period, if any: a) Borrower's license to collect the Rents shall terminate upon Lender's written notice to Borrower and Tenants; and b) Lender may, at its option, with or without notice, exercise any and all rights and remedies under this Agreement and the Loan Documents, applicable law, and/or principles of equity, including but not limited to the following:
  - 6(a) ACCELERATE INDEBTEDNESS. Declare the Debt immediately due and payable.
- **TAKE POSSESSION OF PREMISES**. Either in person or by acent, with or without bringing any action, or by a court-appointed receiver in accordance with the Mortgage, take possession of the Premises and hold, lease, and operate the Premises on terms deemed appropriate by Lender. Borrower hereby unconditionally and irrevocably consents to the appointment of a receiver, and agrees that a receiver may be appointed prior to Lender bringing any action, including but not limited to a foreclosure proceeding.
- **6(c) MODIFY LEASES.** Modify the Leases, obtain or evict Tenants, and do any acts which Lender deems proper to protect its security interest.
- **6(d) NOTICE OF DEFAULT TO TENANTS**. Send written demand to all Tenants for payment of all Rents directly to Lender, and file with the Recorder of Deeds in the County where the Premises are situated a notice of default with instructions for the payment of Rents.
- **6(e) COLLECTION OF RENTS.** Collect Rents directly from all Tenants with or without taking possession of the Premises.
- **6(f) APPLICATION OF RENTS TO PAYMENTS**. Apply Rents to the payment of: i) all costs of collecting the Rents, including attorneys' fees; ii) all costs of managing, improving, operating, repairing, and maintaining the Premises; and iii) all Debt.
- **6(g) RELEASE OF DEBT.** Take or release other security for the Debt, release any Person primarily or secondarily liable therefor, and apply any other security held by Lender to the satisfaction of the Debt without prejudice to any of Lender's rights under this Assignment.

- **6(h) SALE OF COLLATERAL**. Take any action deemed necessary to transfer Lender's right, title, and interest in the Leases, Rents, and Guaranties to any Person in connection with a foreclosure proceeding or otherwise.
- **ACCOUNTING FOR RENTS**. Require Borrower to hold the Rents solely for Lender's benefit and to account for and immediately deliver the Rents to Lender. Borrower shall not commingle Rents with Borrower's street funds. Rents which accrue prior to the occurrence of an Event of Default but are paid thereafter shall be immediately delivered to Lender.
- **6(j) NO WAIVER BY LENDER.** Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the powers and rights granted hereunder shall be deemed to be a waiver by Lender of its remedies under the Loan Documents. This Assignment is made and accepted without prejudice to any of the remedies available to Lender under the Loan Documents.
- **SURVIVAL**. This Assignment shall survive any merger of the interests of the parties to the Leases, and the Leases shall retroit in full force and effect.
- 7. ATTORNMENT AUTHORIZATION. This Assignment directs and authorizes Primary Tenant, all other Tenants and all Guarantors to pay Rents to Lender without requiring proof of default. Borrower presently and irrevocably authorizes Primary Tenant, all other Tenants and all Guarantors to rely upon and comply with any reduce from Lender for the payment of Rents. Borrower shall have no claim against Primary Tenant, any other Tenant, or any Guarantor for Rents paid to Lender.
- 8. NO LIABILITY. Lender shall not be liable for any loss sustained by Borrower or any other Person resulting from: a) Lender's failure to lease the Premises; b) any act or omission by Lender in managing the Premises; or c) Lender's exercise of any rights granted normunder or under the Loan Documents. Borrower agrees that this Assignment does not: i) obligate Lender to improve, operate, repair, or maintain the Premises; ii) conflict with the terms of the Leases; iii) make Lender responsible for any waste committed on the Premises by the Tenants or any other Person; iv) make Lender responsible for any dangerous or defective condition of the Premises; or v) make Lender responsible for any negligence in the operation, management, improvement, repair, or maintenance of the Premises resulting in loss, injury, or death to any Person. Borrower shall indemnify Lender and hold Lender harmless from an liability, under the Leases or this Assignment. If Lender incurs any liability under the Leases or this Assignment, the amount of such liability shall be included in the Debt.
- 9. ATTORNEY IN FACT. Borrower hereby makes, constitutes, and appoints Lender as its attorney in fact, which appointment shall be coupled with an interest and shall be irrevocable until the Debt is satisfied, to do the following: a) execute, acknowledge, endorse, obtain, and deliver any and all instruments, documents, or other items which may be necessary to receive and enforce performance of the Leases by the Tenants or the Guaranties by the Persons obligated thereunder; b) give any notice to the Tenants or the Persons liable under the Guaranties deemed appropriate by Lender; c) enforce, compromise, settle, or discharge any of Borrower's claims arising from the Leases or the Guaranties; and d) file any claim or take any action, either in its name or in Borrower's name, to enforce or preserve Lender's rights under the Leases or the Guaranties.
- 10. **NOTICES**. All communications required, permitted, or otherwise contemplated hereunder shall be given and deemed received in the manner set forth in the Loan Agreement.

### 11. MISCELLANEOUS.

11(a) This Assignment shall be binding on Borrower and Borrower's successors and assigns and shall inure to the benefit of Lender and Lender's successors and assigns.

- 11(b) Headings are inserted into this Assignment for convenience only and shall not be considered in construing any provision.
- 11(c) This Assignment may not be modified, nor any of its provisions waived, without Lender's prior written consent.
- 11(d) Time shall be of the essence of this Assignment, but no delay or deferral in exercising any remedies after an Event of Default shall be deemed a waiver of such remedies.
- 11(e) The provisions of this Assignment are separable. If any judgment is hereafter entered holding that any  $r_{10}$  vision of this Assignment to be invalid or unenforceable, then the remainder of this Assignment shall not be affected by such judgment, and the remaining terms of this Assignment shall be carried out as nearly as possible according to its original terms.
- 11(f) Borrower agrees that Lender shall not be a mortgagee in possession if Lender takes any action pursuant to this Assignment
  - 11(g) The recitals listed above form an integral part of this Assignment.
- 11(h) Any exhibits to this Assignment are incorporated into this Assignment by reference as if fully set forth herein.
- 11(i) The term "modify" and its der vatives means amend, restate, change, extend, renew, alter, terminate, or cancel.
- 11(j) This Assignment may be executed it counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument.

### 12. NO ORAL AGREEMENTS.

This Agreement and all the Loan Documents rollictively constitute the written credit agreement which is the final expression of the credit agreement between Borrower and Lender.

This Agreement and all the Loan Documents may not be contradicted by evidence of any prior oral credit agreement or of a contemporaneous oral credit agreement between Borrower and Lenger.

The following space (which Borrower and Lender agree is sufficient space) is provided for the placement of nonstandard terms, if any:

 1.1	
 [NONE]	

Borrower and Lender affirm that there is no unwritten oral credit agreement between Borrower and Lender with respect to the subject matter of this Agreement and the other Loan Documents.

13. CHOICE OF LAW; VENUE. This Assignment shall be deemed to have been executed and shall be performed in the State of Kansas and shall be governed by its laws, except to the extent the laws of the State in which the Pledged Assets are located affect enforceability of the liens granted in the Loan Documents. Borrower irrevocably agrees that subject to Lender's sole and absolute election, Lender may bring suit, action, or other legal proceedings arising out of the Loan Documents in courts located in John-

son County, Kansas or the state and county where the Premises is located, whether local, state, or federal. Borrower hereby submits to the jurisdiction of such courts and waives any right Borrower may have to request a change of venue or a removal to another court.

#### 14. WAIVER OF JURY TRIAL.

- 14(a) Borrower hereby irrevocably and severally: i) waives the right to a trial by jury in any action or proceeding brought by any party in connection with this Assignment; ii) has made this waiver knowingly, intentionally, and voluntarily; iii) acknowledges no reliance upon any oral or written statements made by Lender or on Lender's behalf, either to induce this waiver of trial by jury or to modify or nullify its effect, other than those contained herein; iv) acknowledge reading and understanding the meaning and ramifications of this waiver provision; and v) agree to take all such actions as may be required by applicable law to allow this waiver to be enforceable. By accepting this Assignment, Lender waives the right to a trial by jury in any action or proceeding brought by any party in connection with this Assignment.
- 14(b) To effectuate the foregoing, Lender is hereby granted a power of attorney to file, as attorney-in-fact for all of the Persons who sign this Assignment, a copy of this Assignment in any court described in Section 13. The copy of this Assignment so filed shall conclusively be deemed to constitute the waiver of trial by jury by all Persons who sign this Assignment in any proceeding arising out of or otherwise relating to this Assignment, any of the Loan Documents, or Lender's conduct with respect to any of the foregoing. This power of attorney is coupled with an interest and is irrevocable. All Persons who sign this Assignment acknowledge that the foregoing waiver has been reviewed with an attorney of such Person's choice and the meaning and effect of the foregoing waiver are fully understood.

[The remainder of this page intentionally left blank.]

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# **UNOFFICIAL COPY**

**In Witness Whereof,** Borrower has signed and delivered this Assignment on the day and year first above written.

BORROWER:
MAR WALL 'L, LLC, a Florida l'inited liability company
By: Joaquin E. Kvaces, Manager
ACKNOWLEDGEMENT
STATE OF Plonda )
COUNTY OF Mian Dade ) ss.
On this day of December, 2014 before me personally appeared Joaquin E. Luaces, as Manager of MAR WALL IL, LLC, a Florida limited liability company, and executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, and that said individual is authorized to execute said instrument on behalf of said limited liability company for the consideration, uses and purposes mentioned and set forth therein, by signing his name on behalf of limited liability company.
In witness whereof, I hereunto set my hand and official seal.
(y Vene
Notary Public Name: Milliam Breland
My Commission Expires: (3,72)しも
MICIAM S. BRELAND

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# **UNOFFICIAL COPY**

### **Exhibit A**

**Premises** 

The legal description of the Premises follows this page.



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### **UNOFFICIAL COPY**

#### LEGAL DESCRIPTION

#### PARCEL 1:

LOTS 1 TO 5, IN THE RESUBDIVION OF LOT "A", (EXCEPT THE NORTH 100.00 FEET OF THE WEST 150.00 FEET THEREOF), LOT "D" AND THE EAST 150.00 FEET (EXCEPT THE NORTH 100.00 FEET THEREOF) OF LOT "E", IN WARREN J. PETERS FRIENDLY OAKS SUBDIVISION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART HERETOFORE DEDICATED FOR PUBLIC HIGHWAY BY DOCUMENT 11113019, ACCORDING TO PLAT FILED ON MARCH 6, 1962 AS LR2022665, EXCEPT THAT PART OF LOT 1 DESCRIBED AS FC. LOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 1, BEING ALONG AN ARC OF A CIRCLE, HAVING A RADIUS OF 260.00 FEET, STING CONVEX TO THE NORTHEAST, THE CHORD THEREOF HAVING A BEARING OF SOUTH 78 DEGREES, 21 MINUTES, 02 SECONDS EAST AND A LENGTH OF 105.00 FEET, AN ARC DISTANCE OF 105.77 FEET TO A POINT; THENCE NORTH 21 DEGREES, 57 SECONDS, 16 MINUTES EAST, A DISTANCE OF 126.15 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGLEFS 54 MINUTES, OO SECOND WEST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 150,00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH OO DEGREE, OO MINUTE, OO SECOND WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 96.06 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

A NONEXCLUSIVE PERPETUAL AND RECIPROCAL EASEMENT FOR REASONABLE ACCESS, INGRESS AND EGRESS OVER ALL PAVED DRIVEWAYS, RCADWAYS AND WALKWAYS AS PRESENTLY OR HEREAFTER CONSTRUCTED AND CONSTITUTING A PART OF THE COMMON AREA OF PARCEL 1 AND THE COMMON AREA OF 'PARCEL A' (HEREINAFTER DESCRIBED) SO AS TO PROVIDE FOR THE PASSAGE OF MOTOR VEHICLES AND PEDESTRIANS BETWEEN ALL PORTIONS OF THE COMMON AREA OF SUCH PARCELS INTENDED FOR SUCH PURPOSES, AND TO AND FROM ALL ABUTTING STREETS OR RIGHTS OF WAY FURNISHING ACCESS TO SUCH PARCELS AS SET FORTH IN AGREEMENT DATED JULY 6, 1999 AND RECORDED AUGUST 5, 1999 AS LOCUMENT 99743112, TO WIT:

#### 'PARCEL A' (RETAIL PARCEL):

LOTS "B" AND "C" IN WARREN J. PETER'S FRIENDLY OAKS SUBDIVISION BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART HERETOFORE DEDICATED FOR PUBLIC HIGHWAY BY DOCUMENT 11113019 ACCORDING TO PLAT OF SAID RESUBDIVISION FILED ON APRIL 12, 1957 AS LR1732808; ALSO

THE WEST 43.00 FEET OF LOT 6 AND THE WEST 43.00 FEET OF LOT 7 IN THE RESUBDIVISION OF LOT "A" (EXCEPT THE NORTH 100.00 FEET THEREOF) OF LOT "E", WARREN J. PETER'S FRIENDLY OAKS SUBDIVISION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART HERETOFORE DEDICATED FOR PUBLIC HIGHWAY BY DOCUMENT 11113019, ACCORDING TO PLAT OF SAID RESUBDIVISION FILED ON MARCH 6, 1962 AS LR2022665, ALL IN COOK COUNTY, ILLINOIS.

Common Address: 5525 W. 159th Street, Oak Forest, IL 60452

28-21-117-014,-015,-016,-017-021