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This Instrument Was Prepared By,
Record and Return to:

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Miami, Florida 33131

Doc# 1729229104 Fee \$106.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/19/2017 03:13 PM PG: 1 OF 29

For Recording Purposes Only

ASSIGNMENT OF LEASES AND RENTS (Illinois)

THIS ASSIGNMENT OF LEASES AND RENTS (“Assignment”) is made and entered into as of the 28 day of September, 2017, by CJS BURGER KING BURBANK, LLC, CJS AURORA, LLC, CJS BERWYN, LLC, CJS CHICAGO HARLEM AVE, LLC, CJS DOWNERS GROVE, LLC, CJS HOFFMAN ESTATES, LLC, CJS NAPERVILLE, LLC, CJS PLAINFIELD, LLC, CJS VERNON HILLS, LLC, CJS OAK PARK, LLC, CJS CHICAGO 55TH STREET, LLC, CJS CHICAGO ARCHER AVE, LLC, all Delaware limited liability companies (individually and collectively, the “Assignor”), whose address is 9406 West Broadview Drive, Bay Harbor Islands, Florida 33154, and TOTALBANK, a Florida banking corporation (the “Assignee”), having offices at 100 S.E. 2nd Street, 14th Floor, Miami, Florida 33131.

WITNESSETH.

THAT Assignor for good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, transfers and absolutely and unconditionally assigns to Assignee the entire lessor’s interest in and to all current and future leases and other agreements affecting the use, enjoyment, or occupancy of all or any part of that certain lot or piece of land, more particularly described in Exhibit “A” annexed hereto and made a part hereof, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (hereinafter collectively referred to as the “Property”);

TOGETHER WITH all other leases and other agreements affecting the use, enjoyment or occupancy of any part of the Property now or hereafter made affecting the Property or any portion thereof, together with any extensions or renewals of the same, this Assignment of other present and future leases and present and future agreements being effective without further or supplemental assignment;

The leases and other agreements described above together with all other present and future leases and present and future agreements and any extension or renewal of the same are hereinafter collectively referred to as the “Leases”;

CCRD REVIEW

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TOGETHER WITH all accounts, deposits, rents, income, issues, revenues, receipts, insurance proceeds and profits arising from the Leases and renewals thereof and together with all rents, income, issues and profits (including, but not limited to, all oil and gas or other mineral royalties and bonuses) from the use, enjoyment and occupancy of the Property, or the sale, lease, sublease, license, concession or other grant of right to use or occupy any portion thereof, and any compensation received for the rendering of services by Assignor (hereinafter collectively referred to as the "Rents").

THIS ASSIGNMENT is made in consideration of that certain mortgage loan made by Assignee evidenced by that certain Promissory Note made by CJS Burger King Burbank, LLC, CJS Burger King Cincinnati, LLC, CJS Jack in the Box San Antonio, LLC, CJS Jack in the Box Fort Worth, LLC, CJS Taco Cabana Houston, LLC, CJS IHOP Victoria, LLC, CJS Hoffman Estates, LLC, CJS Chicago Harlem Ave, LLC, CJS Chicago 55th St, LLC, CJS Aurora, LLC, CJS Downers Grove, LLC, CJS Vernon Hills, LLC, CJS Chicago Archer Ave, LLC, CJS Plainfield, LLC, CJS Naperville, LLC, CJS Berwyn, LLC, and CJS Oak Park, LLC, all Delaware limited liability companies, CJS Checkers Ocala, LLC, CJS Checkers Pensacola, LLC and CJS Church's Pensacola, LLC, all Florida limited liability companies (the "Borrower") to Assignee, dated the date hereof, in the principal sum of Thirteen Million Six Hundred Thousand and No/100 Dollars (\$13,600,000.00) and interest thereon (the "Note") and Loan Agreement of even date herewith between Borrower and Assignee (the "Loan Agreement"), and secured by that certain Mortgage and Security Agreement given by Assignor, as mortgagor, to Assignee, as mortgagee, dated the date hereof covering the Property and intended to be duly recorded (the "Security Instrument").

The principal sum, interest and all other sums due and payable under the Note and Security Instrument are hereinafter collectively referred to as the "Debt." This Assignment, the Note, the Security Instrument and any other documents now or hereafter executed by Assignor and/or others and by or in favor of Assignee which evidences, secures or guarantees all or any portion of the payments due under the Note or otherwise is executed and/or delivered in connection with the Note and the Security Instrument are hereinafter referred to as the "Loan Documents."

ASSIGNOR WARRANTS that: (A) Assignor is the sole owner of the entire lessor's interest in the Leases; (B) the Leases are valid, enforceable and in full force and effect and have not been altered, modified or amended in any manner whatsoever; except as previously disclosed in writing to Assignee; (C) none of the Leases or Rents have been assigned or otherwise pledged or hypothecated; (D) none of the Rents have been collected for more than one (1) months in advance; (E) Assignor has full power and authority to execute and deliver this Assignment and the execution and delivery of this Assignment has been duly authorized and does not conflict with or constitute a default under any law, judicial order or other agreement affecting Assignor or the Property; (F) the premises demised under the Leases have been completed and the tenants under the Leases have accepted the same and have taken possession of the same on a rent-paying basis; (G) neither Assignor nor any tenant under any Lease is in default under any of the terms, covenants or provisions of the Lease, and Assignor knows of no event which, but for the passage of time or the giving of notice or both, would constitute an event of default under any Lease; (H) no tenant under any Lease has an option to purchase the

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Premises or any portion thereof; and (I) there exist no offsets or defenses to the payment of any portion of the Rents.

ASSIGNOR COVENANTS with Assignee that Assignor: (A) shall observe and perform all the material obligations imposed upon the lessor under the Leases and shall not do or permit to be done anything to impair the value of the Leases as security for the Debt; (B) shall promptly send copies to Assignee of all written notices of default which Assignor shall send or receive thereunder; (C) shall enforce all of the material terms, covenants and conditions contained in the Leases upon the part of the lessee thereunder to be observed and performed, short of termination thereof; (D) shall not collect any of the Rents more than one (1) month in advance; (E) shall not execute any other assignment of the lessor's interest in the Leases or the Rents; and (F) shall deliver to Assignee, upon request, tenant estoppel certificates from each tenant at the Property in form and substance reasonably satisfactory to Assignee, provided that Assignor shall not be required to deliver such certificates more frequently than two times in any calendar year, and (G) shall execute and deliver at the request of Assignee all such further assurances, confirmations and assignments in connection with the Property as Assignee shall from time to time reasonably require.

Assignor shall promptly furnish Assignee with executed copies of all Leases and amendments thereto within thirty (30) days of execution and shall otherwise comply with the terms, covenants and conditions governing Leases at the Property as set forth in the Loan Agreement.

Assignor expressly understands that any and all new or proposed Leases are included in the definition of "Lease" or "Leases" as such terms may be used throughout this Assignment.

THIS ASSIGNMENT is made on the following terms, covenants and conditions:

1. Present Assignment. Assignor does hereby absolutely and unconditionally assign to Assignee, Assignor's right, title and interest in all current and future Leases and Rents, it being intended by Assignor that this assignment constitutes a present, absolute and unconditional assignment and not an assignment for additional security only. Such assignment to Assignee shall not be construed to bind Assignee to the performance of any of the covenants, conditions, or provisions contained in any such Lease or otherwise to impose any obligation upon Assignee. Assignor agrees to execute and deliver to Assignee such additional instruments, in form and substance satisfactory to Assignee, as may hereafter be requested by Assignee to further evidence and confirm said assignment. Nevertheless, subject to the terms of this paragraph, Assignee grants to Assignor a revocable license to operate and manage the Property and to collect the Rents. Assignor shall hold the Rents, or a portion thereof, sufficient to discharge all current sums due on the Debt for use in payment of such sums. Upon an Event of Default (as defined in the Security Instrument), the license granted to Assignor herein shall automatically be revoked by Assignee and Assignee shall immediately be entitled to receive and apply all Rents, whether or not Assignee enters upon and takes control of the Property. Assignee is hereby granted and assigned by Assignor the right, at its option, upon the revocation of the license granted herein to enter upon the Property in person, by agent or by court-appointed receiver to collect the Rents. Any Rents collected after the revocation of the

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license herein granted may be applied toward payment of the Debt in such priority and proportion as Assignee, in its discretion, shall deem proper.

2. Remedies of Assignee. Upon or at any time after an Event of Default, Assignee may, at its option, without waiving such Event of Default, without notice and without regard to the adequacy of the security for the Debt, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Property and have, hold, manage, lease and operate the Property on such terms and for such period of time as Assignee may deem reasonably proper and either with or without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents, including those past due and unpaid, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee and may apply the Rents to the payment of the following in such order and proportion as Assignee in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all expenses of managing and securing the Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Assignee may deem necessary or desirable and all expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Assignee may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property, and (b) the Debt, together with all costs and reasonable attorneys' fees. In addition to the rights which Assignee may have herein, upon the occurrence of an Event of Default, Assignee, at its option, may either require Assignor to pay monthly in advance to Assignee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be in possession of Assignor or require Assignor to vacate and surrender possession of the Property to Assignee or to such receiver and, in default thereof, Assignor may be evicted by summary proceedings or otherwise. Additionally, upon the occurrence and during the continuation of an Event of Default, Assignee shall have the right to establish a lock box for the deposit of all Rents and other receivables of Assignor relating to the Property. For purposes of paragraphs 1 and 2 hereof, Assignor grants to Assignee its irrevocable power of attorney, coupled with an interest, to take any and all of the aforementioned actions and any or all other actions designated by Assignee for the proper management and preservation of the Property. The exercise by Assignee of the option granted it in this paragraph and the collection of the Rents and the application thereof as herein provided shall not be considered a waiver of any default by Assignor under the Note, the Security Instrument, the Leases, this Assignment or the other Loan Documents.

3. No Liability of Assignee. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Property after an Event of Default or from any other act or omission of Assignee in managing the Property after an Event of Default. Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or under or by reason of this Assignment and Assignor shall, and hereby agrees, to indemnify Assignee for, and to hold Assignee harmless from, any

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and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Assignee by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should Assignee incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and by the Security Instrument and the other Loan Documents and Assignor shall reimburse Assignee therefor immediately upon demand and upon the failure of Assignor to do so Assignee may, at its option, declare all sums secured hereby, the Note, the Security Instrument and the other Loan Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Assignee, nor for the carrying out of any of the terms and conditions of the Leases, nor shall it operate to make Assignee responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property, including, without limitation, the presence of any Hazardous Substances (as defined in the Security Instrument), or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger unless resulting from the gross negligence or intentional misconduct of Assignee.

4. Notice to Tenants. Assignor hereby authorizes and directs the tenants named in the Leases or any other or future tenants or occupants of the Property upon receipt from Assignee of written notice to the effect that the Assignee is then the holder of the Note and that a default exists thereunder or under this Assignment, the Note, the Security Instrument or the other Loan Documents to pay over to Assignee all Rents and to continue so to do until otherwise notified by Assignee.

5. Other Security. Assignee may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefore and may apply any other security held by it to the reduction or satisfaction of the Debt without prejudice to any of its rights under this Assignment.

6. Other Remedies. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the power and rights granted to Assignee hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note, the Security Instrument or the other Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The right of Assignee to collect the Debt and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

7. No Mortgagee in Possession. Nothing herein contained shall be construed as constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Assignee. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.

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8. Conflict of Terms. In case of any conflict between the terms of this Assignment and the terms of the Security Instrument, the terms of the Security Instrument shall prevail.

9. No Oral Change. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Assignor or Assignee, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

10. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeable in singular or plural form and the word "Assignor" shall mean each Assignor and any subsequent owner or owners of the Property or any part thereof or any interest therein; the word "Assignee" shall mean Assignee and any subsequent holder of the Note, the word "Note" shall mean the Note and any other evidence of indebtedness secured by the Security Instrument, the word "person" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, and any other entity, the words "Property" shall include any portion of the Property and any interest therein; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms; and the singular form of nouns and pronouns shall include the plural and vice versa.

11. Non-Waiver. The failure of Assignee to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Assignor shall not be relieved of Assignor's obligations hereunder by reason of: (i) failure of Assignee to comply with any request of Assignor or any other party to take any action to enforce any of the provisions hereof or of the Security Instrument, the Note or the other Loan Documents; (ii) the release regardless of consideration, of the whole or any part of the Property; or (iii) any agreement or stipulation by Assignee extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Note, the Security Instrument or the other Loan Documents. Assignee may resort for the payment of the Debt to any other security held by Assignee in such order and manner as Assignee, in its discretion, may elect. Assignee may take any action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Assignee thereafter to enforce its rights under this Assignment. The rights of Assignee under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Assignee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

12. Inapplicable Provisions. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

13. Duplicate Originals. This Assignment may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original.

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14. **GOVERNING LAW.** WITH RESPECT TO MATTERS RELATING TO THE CREATION, PERFECTION AND PROCEDURES RELATING TO THE ENFORCEMENT OF THIS ASSIGNMENT, THIS ASSIGNMENT SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED, IT BEING UNDERSTOOD THAT, EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS PARAGRAPH AND TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF FLORIDA WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES SHALL GOVERN ALL MATTERS RELATING TO THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS AND ALL OF THE INDEBTEDNESS OR OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. ALL PROVISIONS OF THE NOTE OR LOAN AGREEMENT INCORPORATED HEREIN BY REFERENCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

15. **Termination of Assignment.** Upon payment in full of the Debt and the delivery and recording of a satisfaction, release, reconveyance or discharge of the Security Instrument duly executed by Assignee, this Assignment shall become and be void and of no effect.

16. **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall constitute an original but all of which together shall constitute but one and the same instrument.

17. **WAIVER OF JURY TRIAL.** ASSIGNOR HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS ASSIGNMENT, THE SECURITY INSTRUMENT OR THE OTHER LOAN DOCUMENTS OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY ASSIGNOR, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO TRIAL BY JURY WOULD OTHERWISE ACCRUE. LENDER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY ASSIGNOR.

18. **Event of Default** A: (i) default of any of the terms, provisions or covenants under this Assignment after the expiration of any applicable notice and grace periods; and/or (ii) breach of any representation or warranties under this Assignment, shall constitute an Event of Default under (and as defined in) the Security Instrument.

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THIS ASSIGNMENT shall inure to the benefit of Assignee and any subsequent holder of the Note and shall be binding upon Assignor, and Assignor's heirs, executors, administrators, successors and assigns and any subsequent owner of the Property.

**[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY;
SIGNATURES ON NEXT PAGE]**

Property of Cook County Clerk's Office

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Assignor has executed this instrument the day and year first above written.

ASSIGNOR:

In the presence of:

CJS AURORA, LLC, a Delaware limited liability company

By: JCS Triple Net Holdings, LLC, a Florida limited liability company, its Sole Member

By: _____
Name: Jose Cojab Sacal
Title: Manager

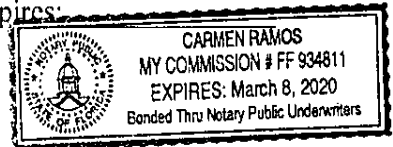
Print Name: **Carmen Ramos**

Print Name: **Alejandra Rojas**

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 27 day of September, 2017, by Jose Cojab Sacal, as Manager of JCS Triple Net Holdings, LLC, a Florida limited liability company, as Sole Member of **CJS AURORA, LLC**, a Delaware limited liability company, on behalf of the entity. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC - STATE OF FLORIDA
Print Name: **Carmen Ramos**
My Commission Expires: _____



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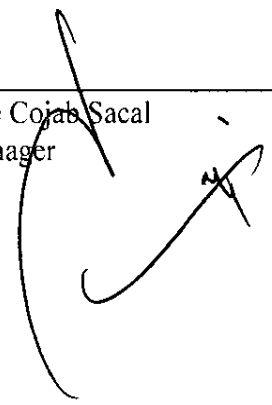
ASSIGNOR:

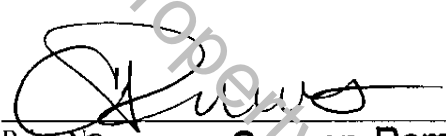
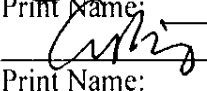
In the presence of:

CJS OAK PARK, LLC, a Delaware limited liability company

By: JCS Triple Net Holdings, LLC, a Florida limited liability company, its Sole Member


By: _____
Name: Jose Cojab Sacal
Title: Manager

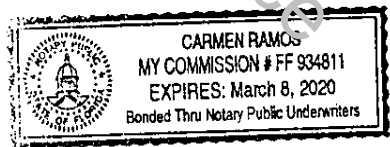



Print Name: Carmen Ramos

Print Name: Alejandra Rojas

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 27 day of September, 2017, by Jose Cojab Sacal, as Manager of JCS Triple Net Holdings, LLC, a Florida limited liability company, as Sole Member of **CJS OAK PARK, LLC**, a Delaware limited liability company, on behalf of the entity. He is personally known to me or has produced _____ as identification.


NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Carmen Ramos
My Commission Expires: _____



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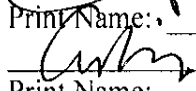
ASSIGNOR:

In the presence of:

CJS CHICAGO 55th ST, LLC, a Delaware limited liability company


By: JCS Triple Net Holdings, LLC, a Florida limited liability company, its Sole Member

By: _____
Name: Jose Cojab Sacal
Title: Manager


Print Name: Carmen Ramos

Print Name: Alejandra Rojas

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 27 day of September, 2017, by Jose Cojab Sacal, as Manager of JCS Triple Net Holdings, LLC, a Florida limited liability company, as Sole Member of **CJS CHICAGO 55th ST, LLC**, a Delaware limited liability company, on behalf of the entity. He is personally known to me or has produced _____ as identification.


NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Carmen Ramos
My Commission Expires: _____



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EXHIBIT "A"

LEGAL DESCRIPTION

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office

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EXHIBIT "A"

LEGAL DESCRIPTION

Property Owned By CJS Burger King Burbank LLC:

Real property in the City of Burbank, County of Cook, State of Illinois, described as follows:

LOTS 21 AND 22 IN BORCHERT'S SUBDIVISION OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE WEST 6 ACRES OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4) OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 17, 1951 AS DOCUMENT 15055203 IN COOK COUNTY, ILLINOIS.

PIN: 19-32-310-018-0000 (Affects Lot 21); 19-32-310-019-0000 (Affects Lot 22)

ADDRESS: 8650 W State Road, Burbank, IL 60459

Property Owned by CJS Vernon Hills LLC:

Real property in the City of Vernon Hills, County of Lake, State of Illinois, described as follows:

PARCEL 1:

LOT 4 IN HAWTHORN HILLS FASHION SQUARE, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 3 AND THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 1, 1986 AS DOCUMENT NUMBER 2467230, IN LAKE COUNTY, ILLINOIS, IN THE VILLAGE OF VERNON HILLS, ILLINOIS, FORMERLY DESCRIBED AS: THAT PART OF THE NORTHWEST 1/4 OF SECTION 3, AND THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 4; THENCE SOUTH 89 DEGREES 57 MINUTES 24 SECONDS WEST, ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 22.38 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 36 SECONDS EAST, AT A RIGHT ANGLE TO THE LAST DESCRIBED LINE, A DISTANCE OF 6.92 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS STATE ROUTE 60 AS DEDICATED PER DOCUMENT NUMBER 339739, SAID POINT BEING 50.00 FEET SOUTHERLY OF THE CENTER LINE OF SAID ROUTE 60 AS MEASURED ALONG A LINE DRAWN PERPENDICULARLY TO SAID CENTERLINE, THROUGH A POINT ON SAID CENTER LINE WHICH IS 156.04 FEET (AS MEASURED ALONG SAID CENTER LINE) WESTERLY OF THE CENTER LINE OF MILWAUKEE AVENUE THENCE SOUTHEASTERLY ALONG THE RIGHT-OF-WAY OF SAID DOCUMENT NUMBER 339739 THE FOLLOWING SIX COURSES; 1) SOUTH 82 DEGREES 34 MINUTES 48 SECONDS WEST 53.62 FEET; 2) SOUTH 51 DEGREES 14

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MINUTES 16 SECONDS EAST 40.02 FEET; 3) SOUTH 16 DEGREES 01 MINUTES 17 SECONDS EAST 53.62 FEET; 4) SOUTH 6 DEGREES 43 MINUTES 41 SECONDS EAST 57.30 FEET; 5) SOUTH 7 DEGREES 52 MINUTES 54 SECONDS EAST 61.53 FEET; 6) SOUTH 9 DEGREES 53 MINUTES 27 SECONDS EAST 162.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED LINE 4.52 FEET; THENCE SOUTH 8 DEGREES 11 MINUTES 51 SECONDS EAST 223.72 FEET; THENCE SOUTH 88 DEGREES 19 MINUTES 16 SECONDS WEST 162.39 FEET; THENCE NORTH 1 DEGREE 49 MINUTES 06 SECONDS WEST 30.65 FEET; THENCE NORTH 28 DEGREES 23 MINUTES 35 SECONDS WEST, 100.87 FEET; THENCE NORTH 12 DEGREES 49 MINUTES 50 SECONDS WEST, 90.10 FEET; THENCE NORTH 83 DEGREES 16 MINUTES 19 SECONDS EAST, 199.87 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY COVENANTS, CONDITIONS AND RESTRICTIONS AND RECIPROCAL RIGHTS AGREEMENT DATED MARCH 31, 1987 AND RECORDED APRIL 6, 1987 AS DOCUMENT NUMBER 2552632 AND RE-RECORDED JUNE 9, 1987 AS DOCUMENT NUMBER 2576583, BY AND BETWEEN ENDOWMENT AND FOUNDATION REALTY, LTD. -JMB-III, AND RR RESTAURANT 3, FOR VEHICULAR AND PEDESTRIAN ACCESS, INGRESS AND EGRESS, IN AND OVER RING ROAD AND ENTRANCE MAGAZINES, AS SHOWN ON SITE PLAN ATTACHED TO SAID AGREEMENT AS EXHIBIT C, BEING PART OF LOT 5 OF HAWTHORN HILLS FASHION SQUARE, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 3 AND THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 1, 1986 AS DOCUMENT NUMBER 2467230, IN LAKE COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED, BY COVENANTS, CONDITIONS AND RESTRICTIONS AND RECIPROCAL RIGHTS AGREEMENT DATED MARCH 31, 1987 AND RECORDED APRIL 6, 1987 AS DOCUMENT NUMBER 2552632 AND RE-RECORDED JUNE 9, 1987 AS DOCUMENT NUMBER 2576583, BY AND BETWEEN ENDOWMENT AND FOUNDATION REALTY, LTD. JMB-III, AND RR RESTAURANT 3, FOR PARKING OVER PART OF LOT 5 IN THE FINAL PLAT OF SUBDIVISION OF HAWTHORN HILLS FASHION SQUARE, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 3 AND THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 1, 1986 AS DOCUMENT NUMBER 2467230, IN LAKE COUNTY, ILLINOIS.

PIN: 15-03-101-002

ADDRESS: 700 N Milwaukee Ave, Vernon Hills, IL 60642

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Property Owned by CJS Berwyn LLC:

Real property in the City of Berwyn, County of Cook, State of Illinois, described as follows:

LOTS 15, 16, 17 AND 18 IN BLOCK 8 IN PINKERT AND SONS 22ND STREET SUBDIVISION OF LOT 6 (EXCEPT THE NORTH 66 FEET) IN CIRCUIT COURT PARTITION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-20-332-027-0000

ADDRESS: 6200 Cernak Road, Berwyn, IL 60402

Property Owned by CJS Naperville LLC:

Real property in the City of Naperville, County of Will, State of Illinois, described as follows:

PARCEL 1:

LOT 6 IN WHEATLAND CROSSING PHASE 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 27, 2002 AS DOCUMENT NO. R2002-105328, IN WILL COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE PLAT OF WHEATLAND CROSSING BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 7, 1998 AS DOCUMENT R98-77121 FOR INGRESS AND EGRESS OVER ALL OF LOT 8 IN WHEATLAND CROSSING, AFORESAID AND AS CREATED BY THE PLAT OF WHEATLAND CROSSING PHASE 2 RECORDED JUNE 27, 2002 AS DOCUMENT NUMBER R2002-105328 FOR VEHICULAR CROSS ACCESS OVER THE AREAS DESIGNATED AS INGRESS/EGRESS EASEMENTS AS DEPICTED ON THE PLAT OF WHEATLAND CROSSING PHASE 2 AFORESAID.

PIN: (07) 01-09-203-044-0000

Address: 3028 Reflection Drive, Naperville, IL 60564

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Property Owned by CJS Aurora LLC:

Real property in the City of Aurora, County of Kane, State of Illinois, described as follows:

PARCEL 1:

LOT 13 (EXCEPT THE SOUTH 12 FEET AND EXCEPT THE EAST 5 FEET, AS MEASURED AT RIGHT ANGLES TO THE WESTERLY RIGHT-OF-WAY LINE OF FARNSWORTH AVENUE) IN BLOCK 9 OF FOREST PARK ADDITION TO AURORA, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 12 FEET OF LOTS 12 AND 13 IN BLOCK 9 OF FOREST PARK ADDITION TO AURORA, (EXCEPT THE EASTERLY 6 FEET, AS MEASURED AT RIGHT ANGLES TO THE EASTERLY LINE OF SAID LOT 13) IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL 3:

LOTS 9 AND 10 IN BLOCK 2 OF DICKINSON AND SHEDD'S SUBDIVISION TO AURORA (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTHERLY ALONG THE WEST LINE OF LOT 9, 6.27 FEET; THENCE NORTHEASTERLY PARALLEL WITH THE SOUTH LINE OF LOT 9, A DISTANCE OF 46.19 FEET; THENCE NORTHEASTERLY 51.49 FEET TO A POINT IN LOT 10 THAT IS 15.40 FEET NORTHERLY OF THE SOUTH LINE OF LOT 10, AS MEASURED AT RIGHT ANGLES; THENCE NORTHEASTERLY 35.28 FEET TO A POINT THAT IS 15.40 FEET WESTERLY OF THE EAST LINE OF LOT 10, AS MEASURED AT RIGHT ANGLES; THENCE NORTHEASTERLY 51.49 FEET TO A POINT THAT IS SIX FEET WESTERLY OF THE EAST LINE OF LOT 10; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF LOT 10 AND LOT 13 TO THE NORTHERLY LINE OF THE SOUTH 12 FEET OF LOT 13; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF THE SOUTH 12 FEET OF LOT 13 TO THE EAST LINE OF LOT 13; THENCE SOUTHERLY ALONG THE EAST LINE OF LOTS 13 AND 10 TO THE SOUTHEAST CORNER OF LOT 10; THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF LOTS 9 AND 10 TO THE POINT OF BEGINNING) IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

PIN: 15-23-477-030 (Affects Parcel 1); 15-23-477-031 (Affects Parcels 2 and 3)

ADDRESS: 1350 E New York Street, Aurora, IL 60505

Property Owned by CJS Plainfield LLC:

Real property in the City of Plainfield, County of Will, State of Illinois, described as follows:

PARCEL 1:

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LOT 8 (EXCEPT THE NORTH 15 FEET THEREOF) AND THE NORTH 15 FEET OF LOT 9 OF

WEDGEWOOD CORNERS-PHASE 2 BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON JULY 29, 1999 AS DOCUMENT NUMBER R99-94615 ALL IN WILL COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS AS DISCLOSED BY PLAT OF WEDGEWOOD CORNERS PHASE 2 AFORESAID, AND BY DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AUGUST 23, 1999 AS DOCUMENT NUMBER R99-104810.

PIN: (06) 03-33-227-030-0000

ADDRESS: 2221 Route 59, Plainfield, IL 60586

Property Owned by CJS Chicago Harlem Ave LLC:

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

LOTS 19, 20, 21 AND 22 IN BLOCK 9 IN UTZ AND HEIMANN'S IRVING PARK BLVD ADDITION, SECTION 18 AND SECTION 19, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-19-100-063-0000

ADDRESS: 3927 N Harlem Avenue, Chicago, IL 60634

Property Owned by CJS Chicago 55th Street LLC:

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

LOTS 96, 97, 98 AND 99 IN KEELER AVENUE AND 55TH STREET RESUBDIVISION IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 19-10-418-037-0000 (Affects Lot 96) ;19-10-418-038-0000 (Affects Lot 97); 19-10-418-039-0000 (Affects Lot 98); 19-10-418-040-0000 (Affects Lot 99)

ADDRESS: 4200 W. 55th St. Chicago, IL 60632

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Property Owned by CJS Oak Park LLC:

Real property in the City of Oak Park, County of Cook, State of Illinois, described as follows:

LOT 13 (EXCEPT THE WEST 7 FEET THEREOF) AND ALL OF LOTS 14, 15, 16, 17, AND 18 IN THE RESUBDIVISION OF PART OF BLOCK 58 IN THE VILLAGE OF RIDGELAND AS SHOWN ON THE PLAT OF SAID RESUBDIVISION RECORDED DECEMBER 22, 1890 AS DOCUMENT NUMBER 1392046 IN BOOK 48 OF PLATS PAGE 94 IN SECTIONS 7 AND 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-08-318-004-0000 (Affects Lot 13 (Except the West 7 feet thereof) and all of Lots 14, 15 and 16);16-08-318-005-0000 (Affects Lots 17 and 18)

ADDRESS: 316 Madison Street, Oak Park, IL 60302

Property Owned by CJS Chicago Archer Ave LLC:

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

LOTS 17, 18, 19, 20, 21, 22 AND 23 IN BLOCK 21 IN CRANE ARCHER AVENUE HOME ADDITION IN CHICAGO, IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF ARCHER AVENUE, IN COOK COUNTY, ILLINOIS.

PIN: 19-08-419-067-0000

ADDRESS: 6040 S Archer Avenue, Chicago, IL 60638

Property Owned by CJS Downers Grove LLC:

Real property in the City of Downers Grove, County of DuPage, State of Illinois, described as follows:

PARCEL 1:

LOT 9A IN THE GROVE SECOND RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 9 AND 10 IN THE GROVE, IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID GROVE SECOND RESUBDIVISION RECORDED OCTOBER 9, 1985 AS DOCUMENT R85-87062 AND A CERTIFICATE OF CORRECTION RECORDED APRIL 15, 1993 AS DOCUMENT R93-072000, IN DU PAGE COUNTY, ILLINOIS.

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PARCEL 2:

NON EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR ACCESS AND PARKING AS CREATED BY DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR THE GROVE SHOPPING CENTER RECORDED NOVEMBER 26, 1984 AS DOCUMENT R84-94781.

PIN: 09-30-201-032

ADDRESS: 1450 75th Street, Downers Grove, IL 60516

Property Owned by CJS Hoffman Estates LLC:

Real property in the City of Hoffman Estates, County of Cook, State of Illinois, described as

follows:

PARCEL 1:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF ROSELLE ROAD WITH THE SOUTH LINE OF GOLF ROAD; THENCE SOUTHWARD ALONG THE SAID WEST LINE OF ROSELLE ROAD SOUTH 3 DEGREES 09 MINUTES 39 SECONDS WEST A DISTANCE OF 850.31 FEET TO THE POINT OF BEGINNING; THENCE NORTH 85 DEGREES 50 MINUTES 21 SECONDS WEST A DISTANCE OF 215.00 FEET; THENCE SOUTH 3 DEGREES 09 MINUTES 39 SECONDS WEST A DISTANCE OF 186.00 FEET; THENCE SOUTH 86 DEGREES 50 MINUTES 21 SECONDS EAST A DISTANCE OF 215.00 FEET TO A POINT ON THE SAID WEST LINE OF ROSELLE ROAD; THENCE NORTHWARD ALONG SAID WEST LINE OF ROSELLE ROAD NORTH 3 DEGREES 09 MINUTES 39 SECONDS EAST A DISTANCE OF 186.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF ROSELLE ROAD WITH THE SOUTH LINE OF GOLF ROAD; THENCE SOUTHWARD ALONG THE SAID WEST LINE OF ROSELLE ROAD SOUTH 3 DEGREES 09 MINUTES 39 SECONDS WEST A DISTANCE OF 850.31 FEET TO THE POINT OF BEGINNING; THENCE NORTH 86 DEGREES 50 MINUTES 21 SECONDS WEST A DISTANCE OF 215.00 FEET; THENCE SOUTH 3 DEGREES 09 MINUTES 39 SECONDS WEST A DISTANCE OF 186.00 FEET; THENCE SOUTH 86 DEGREES 50 MINUTES 21 SECONDS EAST A DISTANCE OF 215.00 FEET TO A POINT ON THE SAID WEST LINE OF

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ROSELLE ROAD; THENCE NORTHWARD ALONG SAID WEST LINE OF ROSELLE ROAD NORTH 3 DEGREES 09 MINUTES 39 SECONDS EAST A DISTANCE OF 186.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THAT PART OF THE SUBJECT PROPERTY CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION IN WARRANTY DEED RECORDED FEBRUARY 9, 1996 AS DOCUMENT NUMBER 96110950, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT FOR BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION MADE BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 23, 1967 AND KNOWN AS TRUST NUMBER 47789 AND ROSELLE GOLD REALTY COMPANY, RECORDED MAY 5, 1967 AS DOCUMENT 20141989, FOR INGRESS AND EGRESS OVER THE PRIVATE DRIVEWAY LOCATED IMMEDIATELY WEST OF PARCEL 1 AS DESCRIBED THEREIN.

PIN: 07-15-101-008-0000

ADDRESS: 1030 N. Roselle Rd. Hoffman Estates, IL 60169

Office of Cook County Clerk's Office