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Received in the office of  
Thomas Dellapenna  
The "D" Group, Inc.  
415 N. La Salle St, Seventh Floor  
Chicago, IL 60610

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CONTRACT TO PURCHASE REAL ESTATE  
HELD IN LAND TRUST  
BY ASSIGNMENT OF BENEFICIAL INTEREST

This Agreement entered into this 28th day of July, 1991, by and between First National Realty & Development Company, Inc. of Chicago, Illinois (hereinafter referred to as "Seller, and The "D" Group, Inc., of Chicago, Illinois (hereinafter referred to as "Purchaser").

WITNESSETH

DEPT-01 RECORDING \$21.29  
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COOK COUNTY RECORDER

Seller is the owner of the beneficial interest of a land trust holding legal and equitable title to the real estate and certain of the improvements located at 800 South Barrington Road south of Laurie Lane, Streamwood, Illinois, the legal description of which is hereto attached as Exhibit "A".

Purchaser has negotiated for the purchase of the beneficial interest in the land trust holding title to the land, building, improvements except for those improvements set forth in Schedule "A" attached hereto if any, equipment and installations if any, and the parties have agreed to consummate this sale and purchase upon the term and conditions herein expressed.

NOW, THEREFORE, it is hereby agreed between the parties as follows:

1. a) Purchaser agrees to purchase the beneficial interest in the land trust holding title to property commonly known and described as 800 South Barrington Road south of Laurie Lane, Streamwood, Illinois, the legal description of which is hereto attached and herein incorporated as Exhibit "A" ("Property"), for the sum of one hundred and twenty-five thousand Dollars (\$125,000).
- b. All appurtenant rights and personal property shall be transferred by the Seller to the Purchaser for the consideration hereinbefore expressed including right, title and interest of the Seller in and to all appurtenances thereunto belonging, and in and to any streets or alleys, or other public way (before or after vacation thereof) adjacent to said real estate, contracts, if any, in which the seller has entered into in connection with the Property (including but not limited to architects' contracts and engineers' contracts); and together with all personal property if any now used in the general operation of the said premises, (such personal property if any is listed in Schedule "B" attached hereto and made a part hereof.)

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2. Seller agrees to sell the beneficial interest in the land trust holding title to the said premises, appurtenances, contracts as aforesaid, equipment and personal property if any and to cause the same to be assigned and transferred by assignment of beneficial interest and Bill of Sale, subject to the title exceptions hereinafter set forth.
3. The purchase price of One Hundred Twenty Five Thousand and no/100 Dollars (\$125,000.00) (plus or minus prorations as hereinafter provided) to be paid at closing.
4. This transaction shall be closed at the offices of the Seller on or before August 30, 1991.
5. The assignment of beneficial interest to be delivered by the Seller, First National Realty & Development Company, Inc., to the Purchaser shall be deemed good if the property held in the land trust is subject only to the following:
  - a. First mortgage or Trust Deed for the benefit of Water Tower Bank, dated n/a, in the amount of One Million and no/100 Dollars (\$1,000,000.00) ("Mortgage"). (Copy attached as Exhibit "B").
  - b. Recorded assignments of rent given as additional security for mortgage.
  - c. Building, building lines and use of occupancy restrictions and covenants of record, provided that none of them are violated by the existing improvements or the present uses thereof.
  - d. General taxes for 1990 and subsequent years.
  - e. Existing leases and tenancies are listed in Schedule "C" hereto attached.
  - f. Schedule "B" title exceptions Nos. \_\_\_\_\_, as set forth in tenant search dated \_\_\_\_\_ attached hereto and made a part hereof as Schedule "D". To be attached.
6. The following items of income and expense shall be prorated:
  - a. Interest on mortgage encumbrances.
  - b. Insurance premiums on assignable policies to the extent prepaid, and provided that premiums are standard.
  - c. General taxes for 1991.

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- d. Electricity, gas and water charges.
  - e. Rents.
7. The following items shall be adjusted:
- a. Purchaser shall receive credit for tax, CAM and insurance deposits, if any.
  - b. Purchaser shall receive credit for advance rentals beyond the current period and for lease security deposits if any, and thereupon shall become responsible for Seller's obligation in respect thereto. Purchaser shall also receive credit for lease commitments regarding decorating, remodeling or modernizing, and a complete schedule of all lease security deposits, decorating, remodeling or improvement undertakings is attached if any, as Schedule "C".
8. The date of proration and adjustment shall be the date of closing.
9. Seller shall deliver to the Purchaser the following documents evidencing his title:
- a. Plat of survey currently certified by a surveyor registered in Illinois completed in accordance with A.L.T.A. standards.
  - b. A preliminary report on title to the said real estate described in Schedule "A" hereto attached, showing title in the land trustee, covering the date hereof in the amount of the purchase price, issued by the title company as chosen by Seller.
  - c. Affidavit of title covering the period from the date of the report to the date of the delivery of the deed.
  - d. Assignments of all existing leases and assignable insurance policies and assignable service contracts.
10. If the title papers or the title company's preliminary examination of title show a good title in the land trustee subject only to the title exceptions provided for herein, or subject to defects in title or the beneficial interest which can be clear at the time of closing, the parties will close the sale at the offices of Seller within three (3) days after delivery of the title papers, at a business hour and date to be established by the party first serving written notice upon other party. If the title papers show defects of title (other than the title exceptions provided for herein) or of the

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beneficial interest which cannot be removed at the closing, the Seller shall have an additional thirty (30) days from the date of delivery of the title papers to cure such defects and present title papers on the basis of which the closing may take place. If the report on title or searches under the name of the Seller disclose any defects in title or in the beneficial interest and it shall appear that the said defects constitute outstanding interest, encumbrances or liens of a definite or ascertainable amount all of which may be removed at the time of the closing by the payment of money, then either party may, upon giving notice to the other party, clear and remove all of said defects by using or such purpose, at the time of closing, so much of the funds to be paid upon the delivery of the deed as shall be necessary. If the title or the beneficial interest is not good and the defects thereof cannot be removed at the time of closing, either party may, at their option, rescind this contract.

11. If prior to the closing of this transaction the improvements on the subject premises on which Seller has an interest shall be destroyed or materially damaged by fire or other casualty, or by any act or occurrence other than the act of the Purchaser, Purchaser shall have the option to rescind this contract. If Purchase shall elect, in the event of such loss, that the contract shall be performed, he shall be entitled to settle the loss with the insurance carriers and to receive the proceeds of insurance applicable to the loss, and Seller agrees to execute and deliver all necessary proofs of loss and assignments of claims and other documents.
12. All representations and warranties made in this paragraph 12 shall survive the closing of the transaction and shall be deemed to have been made on the closing date. The contract shall not be cancelled upon the closing. The following representations and warranties are made by the Seller:
  - a. That Schedule "C" hereto attached contains a full, correct and complete list of all the leases in the subject property, name of tenant therein, rentals and maturity date of the leasehold, and arrearages, if any.
  - b. That all advance rentals, rental concessions or security deposits are noted in said schedule, and that no tenant has any claim for any reduction or any set-off against rent except by reason of an advance payment noted in said section.
  - c. That the first mortgage presently encumbering the subject property can be fully prepaid at any time.
  - d. That the Seller and Seller's Land Trustee have full and complete title to the personal property included in this

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- sale, without lien or encumbrance of any kind, except as noted in the title report attached hereto as Schedule "D" and made part hereof.
- e. That no notice has been given to Seller of suites or judgments relating to fire, zoning, building, air pollution or health violations of the property that have not heretofore been corrected.
  - f. That the legal and equitable title to the property which is the subject matter of this contract and which is legally described in Schedule "A" hereto attached, is held in a land trust under a trust agreement dated June 1, 1989, and known as Trust No. 108628-03 of which American National Bank and Trust Company of Chicago is trustee; and that the Seller is the sole beneficiary of the trust and the holder of the power of direction thereunder and is under no restriction in the exercise thereof.
  - g. That all bills for labor or material supplied to the property within two years from the date of this agreement have been fully paid for; and that all other supplies or services rendered to the property have been fully paid for or are due as shown on a list hereto attached.
13. Notices may be served by either party by Certified mail, and all notices may be served upon the Seller c/o FIRST NATIONAL REALTY AND DEVELOPMENT COMPANY, INC., 415 North LaSalle, Street 700, Chicago, Illinois 60610, and upon the Purchaser c/o Thomas Dellaportas, 505 N. Lake Shore Drive, Chicago, Illinois.
14. In addition to the those personal property interests conveyed by Seller to Buyer in accordance with paragraph No. 2 of this contract, Seller hereby assigns to Buyer (and Buyer hereby accepts such assignment) all of its right, title and interest in and to all contracts and agreements entered into by Seller through itself or the land trustee holding legal and equitable title to the Property. Seller further assigns to Buyer all its right, title and interest in and to all architectural materials, engineering materials, service contracts, environmental studies, geotechnical studies completed by, for and on behalf of Seller in contemplation of the development of the real property subject to this contract.
15. In conjunction with the transfer of interests pursuant to this contract, Purchaser hereby agrees to assume all of Seller's liabilities under the Mortgage, and following the date of closing, Purchaser shall be responsible for the payment of all current expenses of operation and maintenance of the Property

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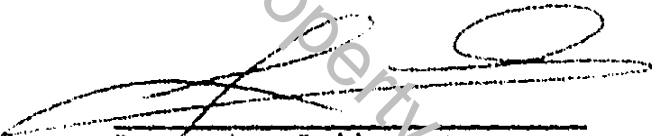
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including real estate taxes, insurance, mortgage debt payments (interest and principal, if any), principal balance of the Mortgage, and shall indemnify and hold Seller harmless against any and all cost and expense incurred by Seller following the date of closing relating to the covenants contained herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

SELLER:


First National Realty &  
Development Company, Inc.

  
Demetrios Dellaportas  
President and Secretary

E8M12

PURCHASER:

The "D" Group, Inc.

  
Thomas Dellaportas  
President and Sole Director

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## SCHEDULE C

### LEASE SCHEDULE

Ground Lease with American National Bank and Trust Company of Chicago under Trust Agreement dated June 1, 1989 and known as Trust No. 108628-03 as Landlord

1. Chi Chi's USA Inc. as Tenant.
2. Citibank Federal Savings Bank as Tenant.

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## EXHIBIT A

### Legal Description

#### LOT 2

Part of the East half (1/2) of the Northeast Quarter (NE 1/4) of Section 25, Township 41 North, range 9 East of the 3rd Principal Meridian, bounded and described as follows:

Commencing at the northeast corner of said Northeast Quarter;

Thence South, (Assumed Bearing) along the east line of said Northeast Quarter (NE 1/4), Four hundred Sixty-Two and Fifteen One-Hundredths (462.15) feet;

Thence West, Fifty (50.00) feet;

Thence South, parallel with said east line, Thirty-Eight and Fifty-Eight One-Hundredths (38.58) feet to the point of beginning of the hereinafter described tract of land;

Thence North 45°00'00" West, Forty-Nine and Fifty One-Hundredths (49.50) feet;

Thence West, One Hundred Three and Eight-Six One-Hundredths (103.86) feet;

Thence South, 45°00'00" West, Thirty-Five and Thirty-Six One-Hundredths (35.36) feet;

Thence South, parallel with the east line of said Northeast Quarter (NE 1/4), Two Hundred Twelve and Seventy One-Hundredths (212.70) feet;

Thence East One Hundred Sixty-Three and Eighty-Six One-Hundredths (163.86) feet to a point Fifty (50.00) feet west of the said east line of the Northwest Quarter (NW 1/4).

Thence North, parallel with said east line, Two Hundred Two and Seventy One-Hundredths (202.70) feet to the point of beginning.

Containing 0.87 acres, more or less. Situated in Cook County, Illinois.

#### LOT 3

Part of the East Half (1/2) of the Northeast Quarter (NE 1/4) of Section 25, Township 41 North, Range 9 East of the 3rd Principal Meridian, bounded and described as follows:

Commencing at the northeast corner of said Northeast Quarter;

Thence South, (Assumed Bearing) along the east line of said Northeast Quarter (NE 1/4), Four Hundred Sixty-Two and Fifteen One-Hundredths (462.15) feet;

Thence West, Fifty (50.00) feet;

Thence South, parallel with said east line, Four Hundred One and Twenty-Eight One-Hundredths (401.28) feet to the point of beginning of the hereinafter described tract of land;

Thence West, One Hundred Sixty-Three and Eighty-Six One-Hundredths (163.86) feet;

Thence South, parallel with said east line, One Hundred Seventy-Five (175.00) feet;

Thence South 45°00'00" East, Thirty-Five and Thirty-Six One-Hundredths (35.36) feet;

Thence East, One Hundred Thirteen and Eighty-Six One-Hundredths



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113.96) feet to a point Seventy-Five (75.00) feet West of the said east line of the Northwest Quarter (NW 1/4);

Thence North 45'00'00" East, Thirty-Five and Thirty-Six one Hundredths (35.36) feet to a point Fifty (50.00) feet West of the said east line;

Thence North, parallel with said east line One Hundred Seventy-Five (175.00) feet to the point of beginning.

Containing 0.74 acres, more or less. Situated in Cook County, Illinois.

## LOT 4

Part of the East Half (1/2) of the Northeast Quarter (NE 1/4) of Section 25, Township 41 North, Range 9 East of the 3rd Principal Meridian, bounded and described as follows:

Commencing at the northeast corner of said Northeast Quarter;

Thence South (Assumed Bearing) along the east line of said Northeast Quarter, One Thousand Four Hundred Eight and Sixty-Five One-Hundredths (1408.65) feet to the easterly extension of the north line of Ramblewood Drive;

Thence West, along said easterly extension and north line, Fifty (50.00) feet;

Thence North, parallel with said east line of the Northeast Quarter (NE 1/4), Thirty-Eight and Fifty-Eight One-Hundredths (38.58) to the point of beginning of the hereinafter described tract of land;

Thence continuing North, parallel with said east line, One Hundred Forty-Five and Seventy-Eight One-Hundredths (145.78) feet;

Thence West, One Hundred Sixty-three and Eighty-Six One Hundredths (163.86) feet;

Thence South, parallel with said east line, One Hundred Fifty-Five and Seventy-Eight One-Hundredths (155.78) feet;

Thence South 45'00'00" East, Thirty-five and Thirty-Six One Hundredths (35.36) feet;

Thence East, One Hundred Three and Eighty-Six One-Hundredths (103.86) feet to a point Eighty-Five (85.00) feet West of the said east line of the Northwest Quarter (NW 1/4);

Thence North 45'00'00" East, Forty-Nine and Fifty One-Hundredths (49.50) feet to the point of beginning.

Containing 0.66 acres, more or less. All situated in Cook County, Illinois.

P.I.N.: 06-25-201-006  
06-25-201-007  
(Subject to partition)

Subject to and benefiting from restrictions, agreements, easements and conditions of record, all Development Agreement(s) with the Village of Streamwood, and the Development Agreement executed with Wal-Mart Properties, Inc., dated May 11, 1989.

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NAME The D Group, Inc.  
ACCOUNT NO. 34-38

NUMBER

PAY TO THE ORDER OF

First National Realty & Development Co., Inc. 8/14 19 91 2-85  
One Hundred Twenty Five Thousand + no/100 \$ 125,000.00  
DOLLARS

 Merchandise National Bank

Merchandise Nat'l Bk Chicago, IL 60604 312-626-6000  
120 General Plaza Chicago, IL 60610 312-780-8000  
435 W. Cuyler Plaza Drive Chicago, IL 60611 312-626-6000

FOR

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Property of Cook County Clerk's Office

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