



UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Permanent Real Estate Index Number(s): 14-30-216-004-0000

Address of real estate: 3020 North Ashland Avenue, Chicago, Illinois

IN WITNESS WHEREOF, Grantor has caused its name to be signed to these presents by the President of its General Partner the day and year first above written.

LUNAN FAMILY RESTAURANTS LIMITED PARTNERSHIP,  
an Illinois limited partnership

By: Lunan Family Restaurants, Inc., an Illinois corporation, Its  
General Partner

By: [Signature]  
Michael Schulson, President

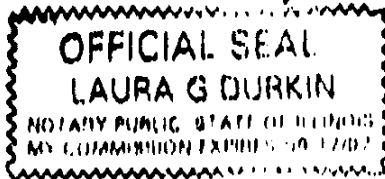
STATE OF ILLINOIS )

COUNTY OF COOK )

PROPERTY OF  
K  
CHICAGO  
... [Signature], atty for seller.

I, LAURA G. DURKIN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAEL SCHULSON personally known to me to be the PRESIDENT of Lunan Family Restaurants, Inc., an Illinois corporation, the General Partner of Lunan Family Restaurants Limited Partnership, an Illinois limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such PRESIDENT, that he signed and delivered the said instrument as the free and voluntary act and deed of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 24<sup>th</sup> day of May, 1995.



[Signature]  
Notary Public  
Commission expires 9/1/97

This instrument was prepared by Robert B. Weil, Esq., Sonnenschein, Nath & Rosenfeld, 8000 Sears Tower, Chicago, Illinois 60606-6404.

<p>MAIL TO:</p> <p>Howard L. Friedberg, Esq. Katz, Barron, Squitero &amp; Faust, P.A. 2699 South Bayshore Drive, 7th Floor Miami, Florida 33133</p>	<p>SEND SUBSEQUENT TAX BILLS TO:</p> <p>Pollo Operations, Inc. Attn.: Glenn Rozansky 7300 North Kendall Drive, 8th Floor Miami, Florida 33156</p>
---	---

95352133

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT A

### Legal Description

#### PARCEL 1:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 WITH THE EAST LINE OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14; THEN RUN WEST ALONG SAID NORTH LINE 50.00 FEET; THEN RUN SOUTH ALONG A LINE 50.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE, BEING THE WEST RIGHT OF WAY LINE OF NORTH ASHLAND AVENUE 33.00 FEET TO ITS INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF WEST NELSON STREET BEING A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 FOR A POINT OF BEGINNING; THEN CONTINUE SOUTH ALONG SAID WEST RIGHT OF WAY LINE 100.00 FEET; THEN RUN WEST 100.00 FEET ALONG A LINE 133.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; THEN RUN NORTH 100.00 FEET ALONG A LINE 150.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 TO ITS INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF WEST NELSON STREET; THEN RUN EAST 100.00 FEET ALONG SAID SOUTH RIGHT OF WAY LINE TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENT DATED MARCH 15, 1983 AND FILED MARCH 25, 1983 AS DOCUMENT NUMBER LR3299769 MADE BY LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 19, 1982 AND KNOWN AS TRUST NUMBER 104632 TO WALGREEN CO. A CORPORATION OF ILLINOIS, AS AMENDED BY FIRST AMENDMENT TO EASEMENT DATED APRIL 10, 1995, FOR INGRESS AND EGRESS FOR VEHICULAR AND PEDESTRIAN PASSAGE AND FOR INGRESS AND EGRESS FOR THE PURPOSE OF CONNECTING EXISTING DRAINAGE AND UTILITY FACILITIES AND CONSTRUCTING NEW UTILITY FACILITIES OVER THE FOLLOWING DESCRIBED LAND:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 WITH THE EAST LINE OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, RUN WEST ALONG SAID NORTH LINE 50.00 FEET; THEN RUN SOUTH ALONG A LINE 50.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE, BEING THE WEST RIGHT OF WAY LINE OF NORTH ASHLAND AVENUE, 33.00 FEET TO ITS INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF WEST NELSON STREET FOR A POINT OF BEGINNING; THEN CONTINUE SOUTH ALONG SAID WEST RIGHT OF WAY LINE OF NORTH ASHLAND AVENUE 266.27 FEET TO ITS INTERSECTION WITH THE

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/01/15 10:00 AM

# UNOFFICIAL COPY

NORTH LINE OF WEST WELLINGTON STREET; THEN RUN WESTERLY ALONG THE NORTH LINE OF WEST WELLINGTON STREET 577.47 FEET TO ITS INTERSECTION WITH THE EAST LINE OF NORTH PAULINA STREET; THEN RUN NORTHERLY ALONG THE EAST LINE OF NORTH PAULINA STREET 266.36 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF WEST NELSON STREET; THEN RUN EASTERLY ALONG THE SOUTH LINE OF WEST NELSON STREET 577.17 FEET TO ITS INTERSECTION WITH THE WEST LINE OF NORTH ASHLAND AVENUE BEING THE PLACE OF BEGINNING.

EXCEPTING THE FOLLOWING PARCELS THEREFROM:

THE NORTH 100 FEET OF THE EASTERLY 100 FEET, THE SOUTH 100 FEET OF THE EASTERLY 80 FEET, THE WEST 234.20 FEET OF THE EAST 349.05 FEET OF THE SOUTH 70.10 FEET, AND THE WEST 175.00 FEET, ALL IN COOK COUNTY, ILLINOIS.

AND FOR INGRESS AND EGRESS FOR THE PURPOSE OF RELOCATING THE DRIVEWAY RESTRIPPING THE PARKING AREAS AND CONSTRUCTING, ERECTING, INSTALLING, MAINTAINING AND REPAIRING ALL PARKING, LIGHTING, CURBS, ISLANDS, SIDEWALKS, LANDSCAPING AND OTHER IMPROVEMENTS AND OTHER FACILITIES OVER THE FOLLOWING DESCRIBED LAND:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 WITH THE EAST LINE OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, RUN WEST ALONG SAID NORTH LINE 50.00 FEET; THEN RUN SOUTH ALONG A LINE 50.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE, BEING THE WEST RIGHT OF WAY LINE OF NORTH ASHLAND AVENUE 33.00 FEET TO ITS INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF WEST NELSON STREET FOR A POINT OF BEGINNING; THEN CONTINUE SOUTH ALONG SAID WEST RIGHT OF WAY LINE OF NORTH ASHLAND AVENUE 166.27 FEET; THEN RUN WESTERLY ALONG A LINE PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF WEST NELSON STREET 170.00 FEET; THEN RUN NORTHERLY 166.27 FEET ALONG A LINE PARALLEL WITH THE WEST RIGHT OF WAY LINE OF NORTH ASHLAND AVENUE TO ITS INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF WEST NELSON STREET; THEN RUN EASTERLY 170.00 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF WEST NELSON STREET TO ITS INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF NORTH ASHLAND AVENUE, BEING THE PLACE OF BEGINNING, EXCEPTING THE NORTHERLY 100.00 FEET OF THE EASTERLY 100.00 FEET THEREFROM, ALL IN COOK COUNTY, ILLINOIS AND FOR INGRESS AND EGRESS FOR THE PURPOSE OF INSTALLING, MAINTAINING, OPERATING AND SERVICING THE 3 LIGHT STANDARDS SHOWN WITHIN THE AREA OUTLINED IN RED ON EXHIBIT C-1 TO SAID GRANT OF EASEMENT.

P.I.N.: 14-30-216-004-0000

Commonly known as: 3020 North Ashland Avenue, Chicago, Illinois





# UNOFFICIAL COPY

## EXHIBIT B

### Permitted Exceptions

1. TAXES NOT YET DUE AND PAYABLE, FOR THE YEARS 1994 (2ND INSTALLMENT ONLY) AND SUBSEQUENT YEARS.
2. COVENANTS AND RESTRICTIONS CONTAINED IN DEED DATED FEBRUARY 15, 1982 AND FILED MARCH 3, 1982 AS DOCUMENT LR3251856, MADE BY ASHLAND AND WELLINGTON PROPERTIES, INC., GRANTOR AND THOMAS E. WOEFLE, GRANTEE, PROHIBITING USE OF LAND AS GROCERY STORE, SUPERMARKET, DRUG STORE OR PHARMACY FOR 40 YEARS, SO LONG AS JEWEL COMPANIES OR ITS SUBSIDIARIES OWN THE FOLLOWING DESCRIBED PROPERTY, (REFERRED TO AS "INDUSTRIAL PREMISES") THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF WELLINGTON AVENUE (BEING A LINE 35.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30), WITH THE WEST LINE OF ASHLAND AVENUE (BEING A LINE 50.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30); THENCE SOUTH 00 DEGREES 38 MINUTES 20 SECONDS EAST, ALONG SAID WEST LINE OF ASHLAND AVENUE, 312.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF WELLINGTON AVENUE, AS AFORESAID, 352.80 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 54 SECONDS WEST, PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 29.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF WELLINGTON AVENUE, AS AFORESAID, 225.00 FEET TO A POINT IN THE EAST LINE OF PAULINA STREET (BEING A LINE 33.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30), THENCE NORTH 00 DEGREES 34 MINUTES 54 SECONDS WEST, ALONG SAID EAST LINE OF PAULINA STREET, 283.00 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF WELLINGTON AVENUE, AS AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID SOUTH LINE WELLINGTON AVENUE, 577.49 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS PROVIDED, HOWEVER, THAT IN THE EVENT THAT NO PORTION OF THE INDUSTRIAL PREMISES IS BEING USED AS A GROCERY STORE OR SUPERMARKET BY JEWEL OR ANY SUCH SUBSIDIARY CORPORATION AT ANY TIME DURING SAID FORTY (40) YEAR PERIOD, OR IN THE EVENT THAT NO PORTION OF THE INDUSTRIAL PREMISES IS BEING USED AS A DRUG STORE OR A PRESCRIPTION PHARMACY BY JEWEL OR ANY SUCH SUBSIDIARY CORPORATION AT ANY TIME DURING SAID FORTY (40) YEAR PERIOD, THEN THE CORRESPONDING

95352133



# UNOFFICIAL COPY

RESTRICTION(S) ON THE LAND SHALL AUTOMATICALLY CEASE AND BE OF NO FURTHER FORCE OR EFFECT, UNLESS THE ABSENCE OF SUCH USE OR USES OCCURS ON ACCOUNT OF THE INITIAL CONSTRUCTION BY JEWEL OF IMPROVEMENTS ON THE INDUSTRIAL PREMISES, LABOR CONTROVERSY, ACTS OF GOD, FIRE OR OTHER CASUALTY, NATIONAL EMERGENCY, REASONABLE PERIODS OF TIME TO REMODEL, RECONSTRUCT OR REDECORATE ANY BUILDING ON THE INDUSTRIAL PREMISES, OR OTHER CAUSES BEYOND THE REASONABLE CONTROL OF JEWEL; AND FURTHER PROVIDED THAT IF JEWEL OR ANY SUCH SUBSIDIARY CORPORATION (I) SHOULD CEASE TO HOLD TITLE TO THE INDUSTRIAL PREMISES, OR (II) SHOULD CEASE TO OPERATE EITHER OF SUCH USES ON THE INDUSTRIAL PREMISES (SUBJECT TO THE EXCEPTIONS HEREINABOVE PROVIDED), THEN JEWEL SHALL PROMPTLY ON REQUEST OF THE PARTY HOLDING TITLE TO THE LAND EXECUTE OR CAUSE TO BE EXECUTED AND DELIVER TO SUCH PARTY HOLDING TITLE TO THE LAND AN INSTRUMENT IN RECORDABLE FORM RELEASING SAID RESTRICTION AS TO EITHER OR BOTH OF SUCH USES, AS THIS CASE MAY BE.

3. TERMS, PROVISIONS AND CONDITIONS OF THAT CERTAIN EASEMENT DATED MARCH 15, 1983 AND FILED MARCH 25, 1983 WITH THE COOK COUNTY RECORDER AS DOCUMENT NUMBER LR3299769 MADE BY LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 19, 1982 AND KNOWN AS TRUST NUMBER 104632 TO WALGREEN CO. AN ILLINOIS CORPORATION, AS AMENDED BY FIRST AMENDMENT TO EASEMENT DATED APRIL 10, 1995.



# UNOFFICIAL COPY

EXHIBIT C

## United States Bankruptcy Court

For the NORTHERN District of ILLINOIS

This is to certify that the within and attached document(s) is a full, true and correct copy of the original thereof as the same appears on file in the office of the Clerk of the United States Bankruptcy Court for the Northern District of Illinois.

Wayne E. Nelson  
Clerk of Court

By: *Ronald Manning*

Deputy Clerk

5 0 1 0 5

Dated: \_\_\_\_\_

95352133

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/2011 10:10:10 AM

# UNOFFICIAL COPY

EOD APR 27 1995

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

IN RE: ) NO. 94 B 21227  
)  
LUNAN FAMILY RESTAURANTS, )  
an Illinois limited )  
partnership )  
) HON. JACK B. SCHMETTERER,  
) BANKRUPTCY JUDGE

**ORDER AUTHORIZING SALE OF ASHLAND AND ADDISON  
PROPERTIES AND PAYMENT OF REAL ESTATE COMMISSION**

AT CHICAGO, ILLINOIS this 26th day of April, 1995,  
before the Honorable Jack B. Schmetterer, Bankruptcy Judge,  
in the District and Division aforesaid,

IT APPEARING to the Court that the debtor-in-possession,  
Lunan Family Restaurants ("LFR" or "debtor"), has filed a  
Motion for Authority to: 1) Assume and Assign Leasehold  
Interests in 3246 W. Addison; 2) Sell Property located at  
3020 N. Ashland; 3) Sell Personal Property and 4) Pay  
Brokers Commissions ("Motion"), pursuant to 11 U.S.C.  
sections 363 (b), (f) and 365 for authority to sell all its  
right, title and interest in the real and personal property  
located at 3020 N. Ashland Avenue, ("Ashland Property") and  
3246 W. Addison Street, ("Addison Property") both in  
Chicago, Illinois and to assume and assign its subleasehold  
interest in the Addison Property to Polio Operations, Inc.  
("Polio") or its nominee, and for authority to pay a real  
estate brokers commission to Site Location Specialists, Inc.  
and RCS Realty Resources, Inc.; and it

APPEARING to the Court that notice of the Motion  
was sent to all creditors of the debtor and all other parties  
that have expressed a serious interest in purchasing the  
Ashland Property and the Addison Property; and it

APPEARING to the Court that the debtor has received no  
higher offers to purchase the Ashland Property and the  
Addison Property; and it

APPEARING to the Court that the property has been  
actively marketed and advertised for sale; and it

APPEARING to the Court that due notice has been given  
and the Court being fully advised in the matter, sufficient  
cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, DECREED AND FOUND THAT:

a) To the extent that any of the foregoing or  
following constitute or incorporate findings of fact, they

95352133

232

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025-01-15 10:00 AM



# UNOFFICIAL COPY

are made as findings of fact. To the extent that any of the foregoing or following constitute or incorporate conclusions of law, they are made as conclusions of law.

b) The Court has jurisdiction over this proceeding, the Motion and actions taken by the debtor to sell the Ashland and Addison Properties pursuant to 28 U.S.C. section 157(b) and 1334. The relief requested by the Motion is a core proceeding.

c) Proper, timely, adequate and sufficient notice of the Motion and the actions of the debtor to sell the properties has been provided in accordance with Rule 2002, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and sections 363 and 365 of the Bankruptcy Code. No further notice of the Motion, the hearing on the Motion or entry of this Order is necessary.

d) The sales price of \$1,050,000 for the Addison and Ashland Properties is recognized to be the result of an arm's length transaction. The sales price is fair and reasonable and represents the highest and best price realizable for the properties. Pollo has not sought or obtained any undue or unfair advantage over competing bidders for the Ashland and Addison Properties and has not acted fraudulently or wrongfully in connection with the Motion, the hearing on the Motion or otherwise in connection with this case. The sale price was not controlled by an agreement among any potential bidders as prohibited by section 363(n) of the Bankruptcy Code.

e) Pollo is a good faith purchaser for value within the meaning of section 363(m) of the Bankruptcy Code.

f) Approval of the sale of Addison and Ashland Properties to Pollo is in the best interests of the debtor, its estate and the creditors and there are good business reasons for the debtor to consummate the sale of the properties to Pollo.

g) The Motion is granted in all respects and the Purchase Agreement, a copy of which was attached as Exhibit A to the Motion, as amended by a certain Letter Agreement dated April 19, 1995, a copy of which is attached hereto as Exhibit 1 and incorporated herein, is approved in all respects.

h) The lease for the Ashland property with Marriott Family Restaurants, Inc. is rejected.

i) The debtor do, and hereby is, authorized and directed pursuant to Bankruptcy Code section 365, to assume and assign its right, title and interest in the sublease between and among itself and Marriott Family Restaurant, Inc. ("Marriott") dated September 30, 1991, as amended, ("Addison

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/01/24

# UNOFFICIAL COPY

Sublease") to Pollo in accordance with the terms and conditions set forth in the Purchase Agreement, including, but not limited to, the debtor tendering certain Third Party documents, such as entoppel certification from Marriott and American National Bank and Trust Company of Chicago, as trustee under Trust dated April 27, 1983 and known as Trust Number 57681 (the "Landlord"), in a form acceptable to Pollo.

j) The consents being requested of Marriott and Landlord, as set forth in the Purchase Agreement, are consistent with the terms and conditions of the Addison Sublease and the lease between Landlord and Marriott dated December 14, 1983 (the "Base Lease").

k) The debtor be, and hereby is, authorized and directed pursuant to sections 363(b) and (f) of the Bankruptcy Code and Bankruptcy Rules 6004 and 6006, to sell, transfer, grant, convey and assign all of its right, title and interest in the Ashland and Addison Properties pursuant to the terms and conditions of the Purchase Agreement to Pollo. Such sale, transfer, grant, conveyance and assignment shall be free and clear of any and all liens, interests, claims, mortgages, security interests, encumbrances, guarantees, pledges, charges, rights of first refusal, obligations, options, rights, restrictions (the "Encumbrances"), including, without limitation (i) any right or interest of Marriott under any lease, sublease, sale-leaseback transaction or otherwise, and (ii) any right or interest of Shoney's Inc. under any franchise or license agreements or that certain Market Development Agreement, regardless of whether any such Encumbrances arose prior or subsequent to the commencement of the debtor's chapter 11 proceeding and whether imposed by agreement, understanding, law, equity or otherwise. The interest of any party, including the lien of Bank of America Illinois, shall be released and shall attach to the net proceeds of the sale without further act, notice, deed or order of Court.

l) The Debtor, and all of its officers, directors and equity interest holders are authorized, empowered and directed to execute and deliver any and all documents and take all such actions deemed necessary in Pollo's reasonable discretion to consummate the sale contemplated by this Order.

m) Pursuant to the terms of the Purchase Agreement and the letter agreement between Site Location Specialists, Inc., RCS Realty Resources and Hiffman Shaffer Associates (collectively the "Brokers"), a copy of which is attached hereto as Exhibit 2, the Brokers are entitled to commissions of 5% of the purchase price allocated to the Ashland Property and \$25,000 on the Addison Property, said commissions to be received at closing, pursuant to the terms of the Exclusive Right to Sell Agreement dated January 13, 1995, as clarified by that certain Letter of Clarification dated March 15, 1995,

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025-01-15 10:00 AM

# UNOFFICIAL COPY

providing the transaction is closed. The debtor is authorized to pay all other seller costs of sale, including without limitation, title charges, transfer taxes, attorneys fees and tax prorations. The remaining net proceeds shall be distributed at closing to Bank of America Illinois for provisional application against the indebtedness owing to Bank of America Illinois by the debtor.

n) This Court shall retain jurisdiction to enforce the terms and provisions of this Order and the Purchase Agreement, including any disputes relating thereto, and the parties expressly consent to such jurisdiction.

o) The terms and provisions of this Order shall be immediately effective upon entry by this Court in accordance with Bankruptcy Rule 7062.

ENTERED: \_\_\_\_\_

United States Bankruptcy Judge

Thomas E. Raleigh  
Bronna Porter Holme  
Raleigh and Holme  
27 East Monroe Street  
Suite 300  
Chicago, IL 60603  
(312) 606-0808  
(312) 419-1729 (fax)

95352133

UNOFFICIAL COPY

Property of Cook County Clerk's Office

100-11111

100-11111

April 19, 1995

Pollo Operations, Inc.  
7300 North Kendall Drive  
8th Floor  
Miami, Florida 33156  
Attention: Glenn Kozanaky

Re: Lunan Family Restaurants

Ladies and Gentlemen:

*Handwritten:* (and no appeal having been filed)

We are writing you with respect to that certain Purchase Agreement dated March 30, 1995 (the "Purchase Agreement"), by and between Lunan Family Restaurants Limited Partnership, an Illinois limited partnership ("Seller") and Pollo Operations, Inc., a Florida corporation (the "Purchaser"). All initially capitalized terms used in this letter and not defined herein shall have the meanings respectively ascribed to them in the Purchase Agreement.

Under Paragraph 1.5 of the Purchase Agreement, the Closing of the sale of the Properties shall take place on the earlier of: (a) five business days after the Order has become the final and non-appealable order of the Bankruptcy Court not otherwise stayed by a court of competent jurisdiction; or (b) such other date as is mutually agreed by Seller and Purchaser. Purchaser has requested that the Purchase Agreement be amended so that the Closing shall take place on the date which is ten business days after the Order has become the final and non-appealable order of the Bankruptcy Court not otherwise stayed by a court of competent jurisdiction. Therefore, Seller hereby proposes to amend Paragraph 1.5 of the Purchase Agreement by changing the Closing to be the earlier of: (a) ten business days after the Order has become the final and non-appealable order of the Bankruptcy Court not otherwise stayed by a court of competent jurisdiction, or (b) such other date as is mutually agreed by Seller and Purchaser.

Except as expressly modified herein, all other terms of the Purchase Agreement remain in full force and effect.

*Handwritten:* (and no appeal having been filed)

*Handwritten:* (and no appeal having been filed)

95352133

Exhibit I

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025-01-10 10:00 AM



By executing below, you are acknowledging and agreeing to amend the Purchase Contract as stated in the above paragraph.

Very truly yours,

LUNAN FAMILY RESTAURANTS LIMITED PARTNERSHIP

By: Rud Weil  
Its: ATTORNEY

M. J. ...  
pm  
L. F. R. ...

Agreed to:

POLLO OPERATIONS, INC.  
a Florida corporation

By: M. J. S.  
Its: Vice President of Development

Property of Cook County Clerk's Office

95352133

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/11

# UNOFFICIAL COPY

101 00 100 00101  
APR 26-1995 10:46 FROM HSA

TO 17085012650

P.002/003

**HSA** HIFFMAN  
SHAFFER  
ASSOCIATES, INC.

Now America's Network

Serving Corporate Real Estate

180 North Wacker Drive  
Suite 800  
Chicago, IL 60606  
312/337-3858  
FAX 312/332-4122

April 25, 1995

Mr. Steve Rubin 708/501-2658  
RCS Realty Resources, Inc.  
F. J. Melaniphy 708/398-8680  
Site Location Specialists, Inc.  
540 Frontage Road  
Suite 1000  
Northfield, IL 60093

Re: Commission Agreement  
Shoney/Pollo Tropical

Dear Steve:

This letter is written to confirm the understanding and agreement between RCS Realty Resources, Inc. and Site Location Specialists, Inc. (SLS/RCS) and Hillman Shaffer Associates in regard to the real estate brokerage commissions from the sale of the Shoneys sites to Pollo Tropical, specifically the sites located at 3020 N. Ashland, Chicago, Illinois and 3246 W. Addison, Chicago, Illinois.

In the event that either or both of the sales transactions are consummated and closed the net real estate commissions will be split 50%/50%. The gross real estate commission for the sale of 3020 N. Ashland is five (5%) of \$800,000 or \$40,000. The gross real estate commission for the sale of 3246 W. Addison is \$25,000.

If there are costs of collection, those costs will be shared 50%/50% by SLS/RCS and Hillman Shaffer Associates. The net commission after costs of collection will be split on 50%/50%. The net commission refers to the gross commission minus the costs of collection if such costs are incurred.

95352133

Exhibit 7

UNOFFICIAL COPY

Property of Cook County Clerk's Office

100

Mr. Steve Rubin  
Mr. F.J. Melaniphy  
April 25, 1995  
Page Two

Please indicate your agreement with the above understanding in the space provided below.

Yours Truly,

*[Signature]*  
Edward M. Zifkin, CCIM  
Senior Vice President  
Director/Retail Brokerage

AGREED TO:

RCS REALTY RESOURCES, INC.

By: *[Signature]*

TITLE: *President*

DATE: *4-25-95*

SITE LOCATION SPECIALISTS

By: *[Signature]*

TITLE: *President*

DATE: *4-25-95*

95352133



UNOFFICIAL COPY

Property of Cook County Clerk's Office

000000000000

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

IN RE: ) NO. 94 B 21227  
)  
LUNAN FAMILY RESTAURANTS, )  
an Illinois limited )  
partnership ) HON. JACK B. SCHMOTTERER,  
) BANKRUPTCY JUDGE

AGREED ORDER SUPPLEMENTING ORDER  
APPROVING SALE OF ASHLAND AND ADDISON PROPERTIES

AT CHICAGO, ILLINOIS this 18th day of May, 1995, before  
the Honorable Jack B. Schmottorer, Bankruptcy Judge, in the  
District and Division aforesaid,

IT APPEARING to the Court that the debtor/debtor-in-  
possession, ("LFR"), has filed a Motion for Entry of  
Supplemental Agreed Order Authorizing Sale of Certain  
Properties ("Motion"); and it

APPEARING to the Court that notice of the Motion was  
sent to all parties on the official service list; and it

APPEARING to the Court that LFR has received no  
objections to the granting of the relief requested by LFR;  
and it

APPEARING to the Court that counsel for LFR, Bank of  
America Illinois ("BAI"), Pollo Operations, Inc. including  
any successors or assigns thereof ("Buyer"), Illinois  
Department of Revenue ("IDR") and Illinois Department of  
Employment Security ("IDES") have appeared in open court and  
agree to the provisions of this Supplemental Order as  
indicated by their signatures herein; and it

APPEARING to the Court that due and adequate notice has  
been given and the Court being fully advised in the matter,  
sufficient cause appearing therefor,

IT IS HEREBY AGREED, ORDERED, ADJUDGED, DECREED AND  
FOUND THAT:

(a) The motion is granted in all respects.

(b) IDR and IDES have asserted that they may have a  
right to impose transferee liability against Buyer pursuant  
to 820 ILCS 405/2600, 35 ILCS 120/5j and/or 35 ILCS 5/902(d)  
and that a sale "free and clear" pursuant to Section 363(f)  
of Title 11 United States Code may not bar the IDR or IDES  
from asserting such transferee liability against Buyer. In  
order to facilitate this sale without prejudicing the rights

95352133

256

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025-01-01 10:00:00



# UNOFFICIAL COPY

of the parties, IDR, IDES, BAI, Buyer and LFR agree as follows to the terms set forth herein. IDR and IDES agree that for purposes of imposition of transferee liability against the Buyer under the above cited statutory provisions, the maximum liability they would assert against the Buyer as transferee is limited to the amount set forth in the attached Bulk Sales Stop Orders in the sum of \$280,221 (consisting of withholding tax in the amount of \$19,185, Sales/Use tax in the amount of \$227,609 and Unemployment contributions in the amount of \$11,431). The amount of \$280,221 (hereinafter referred to as the "Fund") of the total consideration to be paid by Buyer for the Fee Interests and/or Subleasehold Interests shall be turned over to BAI at closing and shall be deemed, for purposes of any assertion of transferee liability against Buyer by either IDR or IDES, to be held in escrow by BAI pursuant to a condition precedent in favor of Buyer to protect it from potential transferee liability to IDR and/or IDES should it be determined that IDR and/or IDES can properly assert such a claim. The turnover of the Fund to BAI shall be deemed to be in full compliance with Buyer's obligations under the Bulk Sales Stop Order, copies of which are attached and any liens provided for under the above cited bulk sales provisions shall only attach to and be enforceable against the Fund.

(c) IDR and IDES waive the filing of an adversary complaint pursuant to Rule 7001 of the Federal Rules of Bankruptcy Procedure with respect to their waiver of any claims of transferee liability against Buyer in excess of the amount in the Fund as set forth herein. IDR and IDES, having agreed that the Fund represents the full amount they would assert against Buyer as transferee, shall limit any enforcement of transferee liability that they may have against Buyer to the amount in the Fund.

(d) Within thirty (30) days of the date of this order, IDR and IDES shall advise LFR, Buyer and BAI by written notice whether IDR and IDES intend to assert a claim for transferee liability against Buyer pursuant to the above cited Illinois statutes by seeking recovery from the Fund. If IDR and IDES decide to assert such a claim for transferee liability, they shall file an adversary proceeding seeking a declaratory judgment that their right to assert transferee liability against Buyer for the amount of the Fund is not barred by Section 363(f) of the Code. Said adversary proceeding shall be filed within forty-five (45) days of entry of this order. If the Bankruptcy Court determines that the Bankruptcy Court does not have jurisdiction to determine any issues raised in the adversary proceeding filed by IDR and IDES, IDR and IDES shall have the right to file a complaint and seek adjudication of the issues in any other court of competent jurisdiction, provided such complaint is filed within thirty (30) days after the entry of an order determining that the bankruptcy court lacks jurisdiction, but

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/01/15

# UNOFFICIAL COPY

subject to the stipulation contained herein with respect to the non-personal liability of Buyer and the absence of any obligations to defend such claim. If Buyer is named as a defendant in any such proceeding, Buyer may only be named nominally and Buyer shall have no obligation to defend such claim or incur any expense with respect thereto and in no event will any judgment or order imposing any liability on Buyer, beyond the amounts in the Fund, be entered and any such judgment shall only be enforceable against the Fund. If the IDR and IDES prevail in such a proceeding, they shall be entitled to recover from the Fund the amount determined to be due. If IDR and IDES do not prevail, the IDR and IDES shall be deemed to have no further interest in the Fund and Buyer will be deemed to have waived the condition precedent that the Fund be held for the purpose of ensuring that Buyer has no liability to IDR and IDES in excess of the amount already set aside in the Fund. If IDR and IDES prevail in such action, BAI shall pay from the Fund (only to the extent of the amount of the Fund) the amount determined to be due to IDR and IDES and Buyer shall have no further liability.

c) If IDR and IDES do not provide written notice to Buyer, BAI and LFR within said thirty (30) days of the entry of this order that IDR and IDES intend to assert transferee liability, IDR and IDES shall be deemed to have waived said claim and any claim IDR and IDES may assert in the Fund shall automatically, without further act, deed or order of Court, terminate and furthermore, the Stay Order issued shall be deemed null and void and Buyer shall be discharged of any transferee liability under the above cited statutory provisions. Notwithstanding the language of this paragraph providing that the Fund shall be "deemed" to be held in escrow, BAI shall not be required to hold the Fund in escrow or separate account but shall be liable, solely to the extent of the amount in the Fund, for any amounts determined to be due IDR or IDES by the Court.

AGREED TO:

BANK OF AMERICA ILLINOIS

Thomas S. Kueker  
by its attorney

LUNAN FAMILY RESTAURANTS,  
an Illinois limited partnership

BP Nelson  
by its attorney

ILLINOIS DEPARTMENT OF  
REVENUE

Jan D. Hilde  
by its attorney

ILLINOIS DEPARTMENT OF  
EMPLOYMENT SECURITY

Jan D. Hilde  
by its attorney

95352133

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

FOLLO OPERATIONS, INC.

*Delia A. Kelley*  
by its attorney

ENTERED

*[Signature]*  
United States Bankruptcy Judge

*May 18, 1995*

Thomas E. Raleigh  
Brenda Porter Holms  
Raleigh and Holms  
27 East Monroe Street  
Suite 300  
Chicago, IL 60603  
(312) 606-0808  
(312) 419-1729 (fax)

Property of Cook County Clerk's Office

95352133

UNOFFICIAL COPY

Property of Cook County Clerk's Office

000000000000

# UNOFFICIAL COPY

ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY  
401 S. State Street  
3rd Floor  
Chicago, IL 60605

## BULK SALES STOP ORDER

**Seller:**

Date: May 17, 1995

Lunan Family Restaurants, an Illinois limited partnership  
414 N. Orleans Street  
Suite 402  
Chicago, IL 60610  
Attn: Michael Schulson

**Buyer:**

Pollo Operations, Inc.  
7300 N. Kendall Drive  
8th Floor  
Miami, Fla 33516.  
Attn: Glenn Rozansky

We are in receipt of the Buyer's request for certification under Section 2600 of the Illinois Unemployment Insurance Act concerning payment of amounts due by the seller under said Act.

According to our records, the seller has filed wage and contribution reports (Form UC-3) but not paid all applicable contributions, penalties and interest to the Director of Employment Security for the following taxable periods and in the following amounts:

Quarter	Amount
1993/3	\$ 1,460.06
1994/3	31,970.73
Total	33,430.79

In addition, according to our records, the Seller has failed to file returns and pay applicable contributions for the following periods.

95352133

UNOFFICIAL COPY

Property of Cook County Clerk's Office

000000000000



# UNOFFICIAL COPY

Quarter	Amount
---------	--------

N/A

For purposes of the assertion of transferee liability under Section 2600, the IDES estimates the liability for these "open periods" to be in the following amounts:

Quarter	Amount
---------	--------

N/A

In order for the Buyer to avoid transferee liability under Section 2600 of the Act, the Buyer is hereby directed to withhold payment (or the performance of other consideration having the equivalent value) as set forth in Section 2600 in the following amount:

\$ 33,430.79

Upon payment of this amount or the amount determined to be actually due from the Seller, if said amount is less than the amount set forth above, the Buyer shall be discharged of transferee liability under Section 2600 of the Illinois Unemployment Security Act. Any discharge of Buyer under this Bulk Sales Stop Order does not discharge the Seller of any additional liability that IDES may determine is due under the Act.

DEPARTMENT OF EMPLOYMENT SECURITY  
401 S. State Street  
Chicago, IL 60605  
(312) 793-6943

95352133

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

# UNOFFICIAL COPY

ILLINOIS DEPARTMENT OF REVENUE

MAY 16, 1995

Reg No.: 2311-1445

Fein No. 36-3779750

POLLO OPERATIONS, INC.  
Attn: Glen Rozansky  
7300 N KENDALL DRIVE, 8th FLR  
MIAMI, FL 33516

BULK SALES STOP ORDER NO. B47502

YOU ARE HEREBY NOTIFIED that the Department of Revenue has received information concerning your purchase, or intent to purchase, the major part of the stock of goods, the furniture or fixtures, the machinery and equipment, or the real property of:

LUNAN FAMILY RESTAURANTS LTD PARTNERSHIP  
414 N ORLEANS ST STE 402  
CHICAGO, IL 60610

a person(s) subject to Acts administered by the Department. Section 902(d) of the Illinois Income Tax Act and Section 5(j) of the Retailer's Occupation Tax Act, which is incorporated by reference into the Use Tax Act and other related Acts that are administered by the Department, provides that a purchaser becomes liable for taxes, penalties, and interests owed by the seller if the purchaser does not comply with the requirements of Section 902(d) of the Illinois Income Tax Act and Section 5(j) of the Retailer's Occupation Tax Act. One of these requirements is that when the department makes a timely claim upon the purchaser to do so, the purchaser must withhold, from the purchase price to be paid to the seller of the assets, the amount claimed by the Department to be due to it from the seller, up to full amount of the purchase price, if necessary, to satisfy such claim.

BE FURTHER NOTIFIED, that the Department claims a lien against you in the amount of

\$246,790.00

You are hereby notified to withhold, to the extent of said amount, payment of the purchase money now due, or to become due, and to withhold delivery of any consideration, to the extent of said amount, in lieu of purchase money to the seller until such time as the claim of the Department has been fully satisfied either by the seller or yourself.

The right is reserved by the Department to amend the foregoing lien sum to a greater or lesser amount prior to payment of the balance of the consideration to the seller.

DIRECT INQUIRES TO :  
ILLINOIS Department of Revenue  
BULK SALES SECTION  
P.O Box 641155  
CHICAGO IL 60664-1155

cc: MICHAEL SCHULSON  
C/O LUNAN FAMILY REST.

95352133

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/2011 10:11:11 AM

# UNOFFICIAL COPY

## STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated May 26, 19 95 Signature: X [Signature]  
Grantor or Agent

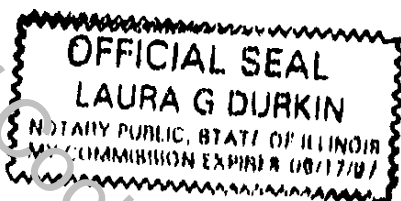
Subscribed and sworn to before me by the

said Agent

this 26th day of May

19 95.

[Signature]  
Notary Public



The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated May 26, 19 95 Signature: X [Signature]  
Grantee or Agent

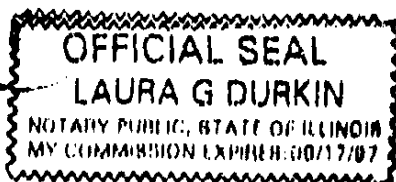
Subscribed and sworn to before me by the

said Agent

this 26th day of May

19 95.

[Signature]  
Notary Public



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

[Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]

95352133

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# CHANGE OF INFORMATION FORM

## SCANABLE DOCUMENT - READ THE FOLLOWING RULES

- 1 Changes must be kept in the space limitations shown
- 2 DO NOT use punctuation
- 3 Print in CAPITAL LETTERS with BLACK PEN ONLY
- 4 Allow only one space between names, numbers and addresses

### SPECIAL NOTE:

If a TRUST number is involved, it must be put with the NAME, leave one space between the name and number

If you do not have enough room for your full name, just your last name will be adequate

Property Index numbers (PIN #) MUST BE INCLUDED ON EVERY FORM

### PIN:

114 - 340 - 216 - 004 - 0000

NAME:

POLLO OPERATIONS INC

### MAILING ADDRESS:

STREET NUMBER STREET NAME = APT or UNIT

7300 N KENDALE DR 8TH

CITY

MIAMI

STATE:

ZIP:

FL

33156

### PROPERTY ADDRESS:

STREET NUMBER STREET NAME = APT or UNIT

3020 N ASHLAND

CITY

CHICAGO

STATE:

ZIP:

IL

60614

95352133

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

## PLAT ACT AFFIDAVIT

[Ashland]

STATE OF ILLINOIS     )  
                                  )ss.  
COUNTY OF COOK        )

Michael Schulson, ("Affiant") as President of Lunan Family Restaurants, Inc., the General Partner of LUNAN FAMILY RESTAURANTS LIMITED PARTNERSHIP ("Seller"), being first duly sworn, on oath, states on behalf of Seller, that its address is 414 North Orleans Street, Suite 402, Chicago, Illinois 60610. Affiant further states that the attached deed is not in violation of Section 1 of Chapter 109 of the Illinois Revised Statutes for the following reason:

*Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed.*

Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

LUNAN FAMILY RESTAURANTS LIMITED PARTNERSHIP, an Illinois limited partnership  
By: Lunan Family Restaurants, Inc., an Illinois corporation, its General Partner

By: Michael Schulson  
Michael Schulson, President

SUBSCRIBED and SWORN to before me  
this 26th day of May 1995.

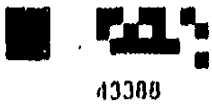
Laura G Durkin  
NOTARY PUBLIC

OFFICIAL SEAL  
LAURA G DURKIN  
NOTARY PUBLIC, STATE OF ILLINOIS  
EXPIRES 08/17/07

95352133

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY MAP SYSTEM

## CHANGE OF INFORMATION FORM

### SCANABLE DOCUMENT - READ THE FOLLOWING RULES

1. Changes must be kept in the space limitations shown
2. DO NOT use punctuation
3. Print in CAPITAL LETTERS with BLACK PEN ONLY
4. Allow only one space between names, numbers and addresses

#### SPECIAL NOTE:

If a TRUST number is involved, it must be put with the NAME, leave one space between the name and number

If you do not have enough room for your full name, just your last name will be adequate

Property Index numbers (PIN #) MUST BE INCLUDED ON EVERY FORM

#### PIN:

14 - 30 - 216 - 004 - 0000

#### NAME

POLLO OPERATIONS INC

#### MAILING ADDRESS:

STREET NUMBER STREET NAME = APT or UNIT

7300 N KENDALE DR 8TH

#### CITY

MIAMI

#### STATE:

FL

#### ZIP:

33156

#### PROPERTY ADDRESS:

STREET NUMBER STREET NAME = APT or UNIT

3020 N ASHLAND

#### CITY

CHICAGO

#### STATE:

IL

#### ZIP:

60614

95352133

UNOFFICIAL COPY

Property of Cook County Clerk's Office