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APPROVED BY PLAN, Grantor hereby agrees to Grantee's

RECIPIENT, The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

NOW, THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby, intending to be legally bound, do hereby agree as follows:

WHEREAS, Grantor and Grantee have agreed to modify the original Agreement, in more particularly herein and both;

WHEREAS, Grantor is the owner of or interest purchaser respecting certain real property located in the City of Chicago, Cook County, Illinois, adjacent to Grantor's property, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Grantor's Property"), on which Grantor intends to develop and operate a restaurant facility, and Grantee in the agreement in title to the Grantor under the original Agreement; and

WHEREAS, Grantor in the owner in fee simple of that certain real property located in the City of Chicago, Cook County, Illinois, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Grantor's Property"), on which Grantor owns and operates a shopping center, and Grantor in the Grantor under that certain Agreement Grant dated March 11, 1987, recorded among the public records of Cook County, Illinois under Document No. 3299769 (the "Original Agreement"); and

W. J. N. E. S. R. T. H.

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") is made and entered into as of the 17 day of April, 1995 ("Effective Date"), by and between COLE TAYLOR BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 19, 1989, AND KNOWN AS TRUST NO. 89-4170 ("Grantor"), and POLLO OPERATIONS, INC., a Florida corporation ("Tenant").

FIRST AMENDMENT TO AGREEMENT

PLEASE ADVISE THIS LINE FOR RECORDED USE ONLY

661-01 RECORDING \$39.00  
1:0012 TRAM \$321 05/31/95 13:21:00  
47348 JIM \* -95-352134  
COOK COUNTY RECORDER

McDerwott, Will & Emery  
227 West Monroe Street  
Chicago, Illinois 60606-5096  
Attention: Iowa Rosenbloom, Esq.

Recording Requested By  
And When Recorded Mail To:

95352134

95352134

153720502

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19, 2011

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development of the Grantee's Property as reflected on that certain site plan attached hereto as Exhibit C and made a part hereof ("Follo Site Plan"), or the same may be modified by Grantee. Any material changes to the Follo Site Plan which directly affect the Grantee's Property such as a contour, shall require Grantor's consent, which shall not be unreasonably withheld, delayed or conditioned.

3. **RATIFICATION.** Except as hereby modified, all of the provisions of the Original Easement are hereby ratified and confirmed and shall be and remain in full force and effect, and same are enforceable in accordance with their terms. All terms used in this Amendment shall have the meanings ascribed to them in the Original Easement, unless the context clearly otherwise requires.

4. **NOTICES.** All notices hereunder shall be in writing and sent by hand delivery or by certified mail, return receipt requested, or by Federal Express, or other similar overnight air courier with receipted delivery, to the following addresses:

TO GRANTOR: COTE TAYLOR BANK, AS TRUSTEE UNDER TRUST AGREEMENT  
DATED OCTOBER 19, 1989, AND KNOWN AS TRUST NO. 89-  
4170  
c/o Jerry Moyer  
740 North Rush Street, Suite 600  
Chicago, Illinois 60611

TO GRANTEE: FOLLO OPERATIONS, INC.  
7300 North Kendall Drive, 8th Floor  
Miami, Florida 33156  
Attn: Glenn C. Rozanaky

Notices delivered as above provided shall be deemed given upon dispatch. Either party may change its notice address by delivering notice of such party's new address in the manner provided hereof.

## 5. MISCELLANEOUS.

(A) **Attorney's Fees:** In the event of any litigation or proceedings arising out of or in connection with this agreement, then the prevailing party shall be entitled to recover from the non-prevailing party, reasonable attorney's fees and costs incurred through all levels of proceedings.

(B) **Entire Agreement:** This Amendment, including the exhibits hereto and the Original Easement, constitutes the entire agreement between the parties hereto, in respect to the subject matter hereof.

(C) **No Third Party Beneficiaries:** There shall be no third party beneficiaries arising out of this Amendment.

(D) **Authority:** Grantor and Grantee each represents and

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11/15/2011

11/15/2011

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warrants to the other that the person signing this Agreement has full right and authority to execute this Agreement, and that each party has full right and authority to deliver and perform this Agreement, each on behalf of its respective entity. Grantor further represents to Grantee that Grantor is the sole owner in fee simple in and to Grantor's Property, and that the same is free and clear of any and all taxes, liens, claims, mortgages, easements, encumbrances and other matters of any kind or nature. Grantor further represents to Grantee that no other party has any rights with respect to the subject matter hereof, and that no other party's consent is legally required for the full and proper grant of the easements herein described.

(E) Further Assurances: Grantor and Grantee shall fully cooperate with one another, and execute all such joinders, approvals and other documents necessary or appropriate, in connection with the matters contemplated herein.

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

WITNESSES:

GRANTOR:  
COLE TAYLOR BANK, AS TRUSTEE UNDER  
TRUST AGREEMENT DATED OCTOBER 19,  
1989, AND KNOWN AS TRUST NO. 89-4170

Raymond E. Bonadina  
LAND TRUST OFFICER

BY: Lucille C. Hart

GRANTEE:  
POLLO OPERATIONS, INC.,  
a Florida corporation

BY: Larry D. Harris

Larry D. Harris, President

(ACKNOWLEDGEMENTS ON FOLLOWING PAGE)

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## GENERAL EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Land Trustee on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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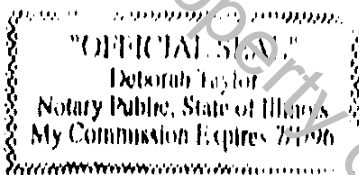
2025/01/24



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STATE OF ILLINOIS  
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 20 day of April, 1995, by MICHELLE C. HART Trustee of CONSTANCE L. COLE TRUST of COLE TAYLOR BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 19, 1989, AND KNOWN AS TRUST NO. 89-4170, who is personally known to me or who has produced \_\_\_\_\_ an identification and who did ( ) or did not ( ) take an oath.



Deborah Taylor  
NOTARY PUBLIC, STATE OF ILLINOIS  
AT LARGE

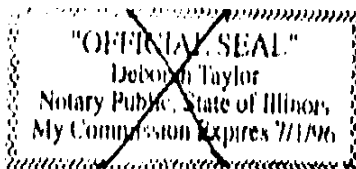
DEBORAH TAYLOR  
NOTARY PRINTED SIGNATURE

(SEAL)

MY COMMISSION EXPIRES: 7/1/96

STATE OF Florida  
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of April, 1995, by HARRY J. HARRIS, an President, of POLLO OPERATIONS, INC., a Florida corporation, who is personally known to me or who has produced \_\_\_\_\_ an identification and who did ( ) or did not (X) take an oath.



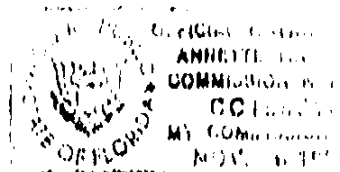
Annette Martinec  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE

Annette Martinec  
NOTARY PRINTED SIGNATURE

(SEAL)

MY COMMISSION EXPIRES:

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2025-01-15 10:00 AM

Page 1 of 1

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EXHIBIT A

The South 5 acres of the East 1/2 of the North East 1/4 of the North East 1/4 Section 30, Township 4D North, Range 14 East of the Third Principal Meridian, except that part taken for streets and highways and also except the East 50 feet thereof, in Cook County, Illinois.

MARCH 25, 1983

3299769

SEE PLAT OF MAP DEPT.

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8.4.0

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Map  
25,  
1983

Property of

That part of the South Five (5) acres of the East Half (1/2) of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section 10, Township 40 North, Range 14, East of the Third Principal Meridian, except that part thereof taken for Streets and Highways, also except the East 50 feet thereof bounded and described as follows: Commencing at the intersection of the North line of the South 1/2 of the South East 1/4 of the North East 1/4 of the North East 1/4 of Section 10, Township 40 North, Range 14 with the East line of Section 10, 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 Rt-O-Way line of North Ashland Avenue 57.00 feet to its intersection with the South Rt-O-Way line of West Nelson Street being a line 13.00 feet South of and parallel with said North line of the South 1/2 of the South East 1/4 of the North East 1/4 of the North East 1/4 for a point of beginning; thence continue South along said West Rt-O-Way line 100.00 feet; thence 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 North East 1/4 of the North East 1/4; then run North 100.00 feet along a line 150.00 feet West of and parallel with said East line of Section 10, Township 40 North, Range 14 to its intersection with the South Rt-O-Way line of West Nelson Street; then run East 100.00 feet along said South Rt-O-Way line to the place of beginning, in Cook County, Illinois.

3299769

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3246 W. Addison St. Chicago, Ill.

Exhibit B  
13 23-232-030-0000  
13 23-232-031-0000

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EXHIBIT "C"

POLLO SITE PLAN

[TO BE FURNISHED BY MR. MEYER  
UPON RECEIPT OF REDUCED MARCH 23 PLAN]

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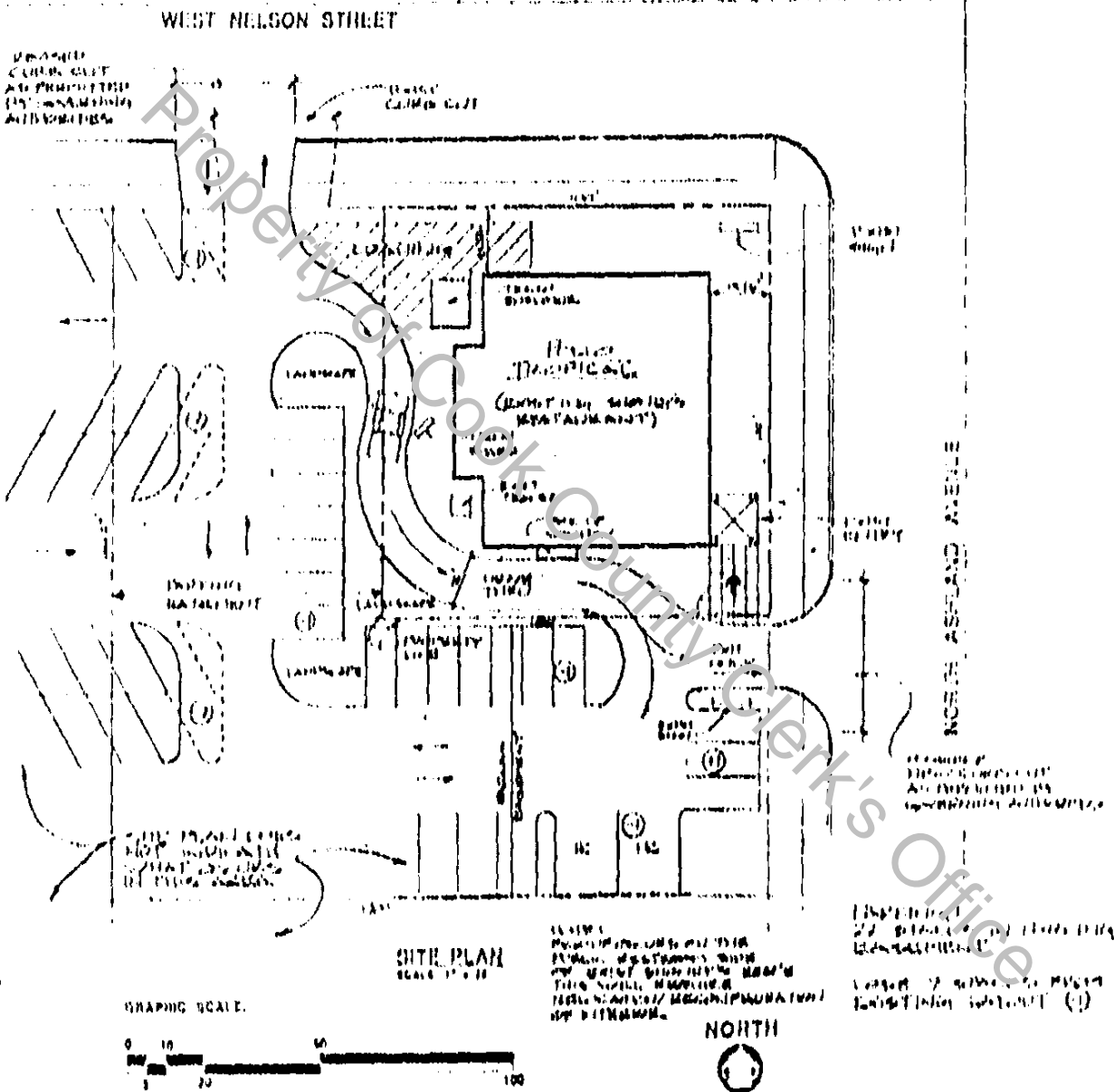
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10/15/2017



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ALL INFORMATION TAKEN FROM:  
 PLAT OF LOTS  
 BY WASHINGTON ENGINEERING CONSULTANTS P.C.  
 1333 LEXA COURT, CHICAGO  
 60606  
 UNDER NO. 88180  
 DATED

**PHILIP M. LLOYD ARCHITECTS AIA**  
 8350 N. SHORE BLVD. BROOKFIELD, ILLINOIS  
 PHONE (708) 878-8250 80077

PROJECT: [illegible]  
 SCALE: [illegible]  
 DATE: [illegible]  
 EXISTING UTILITY'S  
**SITE PLAN**      **SP-1**

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10/14/2014

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9 2 1

## JOINDER

The undersigned, as owner and holder of that certain mortgage more particularly described below, hereby joins in the execution of that certain First Amendment to Easement ("Agreement") to and of which this Joinder is attached and made a part to express the consent of the undersigned to the Agreement.

Dated this 10<sup>th</sup> day of April, 1995.

MORTGAGEE:

CITIBANK, FEDERAL SAVINGS BANK

BY: 

as 

Description  
of Mortgage:

(a) That certain Mortgage dated April 20, 1992 and recorded June 1, 1992 as Document 92379509, made by Colo Taylor Bank, as Trustee under Trust Agreement dated October 19, 1989 known as Trust Number 89-4170 to Citibank, Federal Savings Bank, securing a note in the original principal amount of \$3,700,000

(b) Assignment of Rents recorded June 1, 1992 as Document 92379510, made by Colo Taylor Bank, as Trustee under Trust Agreement dated October 19, 1989 known as Trust Number 89-4170 to Citibank, Federal Savings Bank

(c) Assignment of Rents recorded June 1, 1992 as Document 92379511, made by Colo Taylor Bank, as Trustee under Trust Agreement dated October 19, 1989 known as Trust Number 89-4170 to Citibank, Federal Savings Bank

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