

# UNOFFICIAL COPY

Recording Requested by  
and When Recorded, Return to:

96918051

Taco Bell Corp.  
17901 Von Karman  
Irvine, CA 92714  
Attention: Title Dept., Mail Drop 711  
Store No. 2747

DEPT-01 RECORDING	\$27.00
T#0012 TRAN 3265 12/04/96 14:23:00	
\$4250 DT *-96-918051	
COOK COUNTY RECORDER	
DEPT-10 PENALTY	\$24.00

(SPACE ABOVE LINE FOR RECORDER'S USE)

## SECOND AMENDMENT TO AGREEMENT, ASSIGNMENT OF AGREEMENT, AND CONSENT

THIS SECOND AMENDMENT TO AGREEMENT, ASSIGNMENT OF AGREEMENT, AND CONSENT ("Amendment") is made as of November 25, 1996, by and between PIZZA HUT OF AMERICA, INC., a Delaware corporation ("Pizza Hut"), TACO BELL CORP. aka TACO BELL, a California corporation ("Taco Bell"), and MCGUE FAMILY, L.L.C., an Illinois limited liability company ("MGF").

WHEREAS, Pizza Hut and Taco Bell entered into that certain Agreement ("Agreement") dated June 28, 1935, and recorded as Document No. 85288867 in the official records of Cook County, State of Illinois, whereby Pizza Hut granted Taco Bell certain rights, and Taco Bell assumed certain obligations, with respect to that certain real property situated in the City of Palms Hills, County of Cook, State of Illinois, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Pizza Hut and Taco Bell desire to amend the Agreement, Taco Bell desires to assign the Agreement to MGF, and MGF desires to accept such assignment and to assume Taco Bell's obligations under the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- Section 3 is hereby replaced in its entirety with the following:

It is expressly understood and agreed that the easement granted herein will be irrevocable until such time as either (a) the Taco Bell property is no longer used as a Taco Bell restaurant or other restaurant use of a PepsiCo, Inc. affiliate, or (b) Taco Bell revises the site lay-out of, or traffic routing on, the Taco Bell property in a manner that materially and adversely alters the flow of vehicular or pedestrian traffic across the Pizza Hut property. . At such time, Pizza Hut may terminate such easement at any time upon sixty (60) days' written notice. In the event of such termination, Taco Bell shall, at its sole cost and expense, effect such permanent improvements as may be reasonably necessary to foreclose access over the easement area between the Taco Bell property and the balance of the Pizza Hut property.

**BOX 333-CTI**

96918051

2700  
2490  
MS

(w) DI 76-20-875

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2. Section 4 is hereby replaced in its entirety with the following:

Neither this Agreement nor any right of Taco Bell or any successor or assign of Taco Bell hereunder may be conveyed or assigned without the prior written consent of Pizza Hut, which consent shall not be unreasonably withheld.

3. Taco Bell hereby assigns its rights and obligations under the Agreement to MGF, and MGF hereby assumes same as of December 3, 1996, except that the obligation set forth in the last sentence of Section 3, as amended above, shall be fulfilled by Taco Bell and shall not be the obligation of MGF, its successors or assigns.

4. Pizza Hut hereby consents to the assignment of this Agreement by Taco Bell to MGF. Pizza Hut further consents to the enjoyment of the rights granted under the Agreement by Shamrock TBC, Inc., an Illinois corporation and MGF's tenant of the property benefited by the Agreement.

5. This Amendment shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth in their respective acknowledgments.

PIZZA HUT OF AMERICA, INC.,  
a Delaware corporation

By: [Signature]  
Its: Attorney-in-Fact  
Date: NOV 27 1996

TACO BELL CORP. aka TACO BELL,  
a California corporation

By: [Signature]  
Its: Attorney-in-Fact  
Date: NOV 27 1996

MCGUE FAMILY, L.L.C.,  
an Illinois limited liability company

By: [Signature]  
Its: PARSIA ET  
Date: DEC 2, 96



ALL SIGNATURES MUST

State of Illinois  
County of DePage

Subscribed and sworn/affirmed before me this 2 day of Dec, 1996  
by Barbara R. McKenna

Notary Public  
My Commission expires: 10-13-99

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2013-03-27 10:10 AM

SEARCHED INDEXED  
SERIALIZED FILED  
MAR 27 2013  
CLERK OF COURT  
CHICAGO, ILL.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

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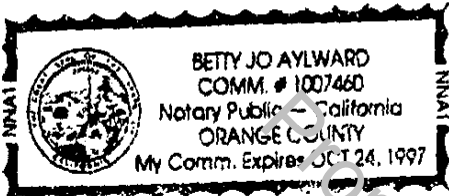
State of CALIFORNIA

County of ORANGE

On Nov. 27, 1996 before me, Betty Jo Aylward

personally appeared R. Bryce Shirley

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Signature of Betty Jo Aylward

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT Second Amendment to Agreement, Assignment of Agreement and Consent

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

NUMBER OF PAGES DATE OF DOCUMENT Nov. 27, 1996

SIGNER(S) OTHER THAN NAMED ABOVE T.B. #2747

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
CORPORATE OFFICER(S)
PARTNER(S) LIMITED GENERAL
ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER:

SIGNER IS REPRESENTING:

TACO BELL CORP.,

aka TACO BELL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

96918051

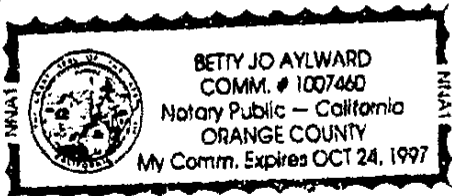
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CORPORATE OFFICER(S)
PARTNER(S) LIMITED GENERAL
ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER:

SIGNER IS REPRESENTING:

PIZZA HUT OF AMERICA,

INC.

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COOK COUNTY CLERK'S OFFICE  
110 N. LAUREL ST. CHICAGO, IL 60602  
TEL: (312) 603-1000 FAX: (312) 603-1001  
WWW.COOKCOUNTYCLERK.COM

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## EXHIBIT "A"

### PARCEL 1:

THE SOUTH 205.62 FEET OF THE NORTH 255.62 FEET OF THE EAST 100.00 FEET OF THE WEST 340.62 FEET, OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

EASEMENT APPURTENANT TO PARCEL 1 FOR INGRESS AND EGRESS AS SET FORTH IN AGREEMENT RECORDED NOVEMBER 19, 1985 AS DOCUMENT 85288867 BETWEEN PIZZA HUT OF AMERICA, INC., A DELAWARE CORPORATION, AND TACO BELL, A CALIFORNIA CORPORATION, AS AMENDED BY AGREEMENT RECORDED NOVEMBER 19, 1985 AS DOCUMENT 85288868.

23-24-101-011

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