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1999-07-19 15:39:38  
Cook County Recorder 59.50

THIS DOCUMENT WAS PREPARED BY  
AND AFTER RECORDING RETURN TO:

2000015 mjr  
Gary K. Fordyce, Esq.  
ABN AMRO North America, Inc.  
135 South La Salle Street, Suite 925  
Chicago, Illinois 60603



99688214



PERMANENT TAX INDEX NUMBER:

27-25-316 014-0000

PROPERTY ADDRESS:

Southeast corner of 171st Street and 80th Avenue  
Tinley Park, Illinois 60417

#### ASSUMPTION AND CONSENT AGREEMENT

This ASSUMPTION AND CONSENT AGREEMENT dated as of July 14, 1999 (the "Agreement"), is executed by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, whose address is 120 South La Salle Street, Lower Level, Chicago, Illinois 60690 not personally, but solely as Trustee (the "Mortgagor") under a Trust Agreement dated July 5, 1991 and known as Trust No. 114190-09 (the "Trust Agreement"), TINLEY PARK CENTER PARTNERSHIP, an Illinois general partnership (the "Partnership"), DEMETRIOS KOZONIS ("D. Kozonis"), CHRISOULA KOZONIS ("C. Kozonis"), CHRIS VERVENIOTIS ("C. Verveniotis"), ATHENA VERVENIOTIS ("A. Verveniotis"), TOM HALKIAS ("T. Halkias"), HARIKLIA HALKIAS ("H. Halkias"), GEORGE HALKIAS ("G. Halkias"), and DOUGLAS GANNETT ("Gannett"; D. Kozonis, C. Kozonis, C. Verveniotis, A. Verveniotis, T. Halkias, H. Halkias, G. Halkias and Gannett each being referred to herein as a "Partner" and collectively referred to herein as the "Partners"; the Mortgagor, the Partnership and the Partners being collectively referred to herein as the "Assignors"), whose addresses are c/o Tinley Park Center Partnership, 3530 West Peterson Avenue, Chicago, Illinois 60659, Attention: Chris Verveniotis, TINLEY DOWNES, LLC, an Illinois limited liability company (the "Assignee"), GARY L. SOLOMON (the "Guarantor"), whose addresses are c/o Gary Solomon & Company, 3139 North Lincoln Avenue, Suite 212, Chicago, Illinois 60657, and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Lender"), formerly known as LaSalle National Bank and successor by merger to LaSalle Bank NI, whose address is 135 South La Salle Street, Chicago, Illinois 60603.

A. The Lender has previously made a mortgage loan to the Mortgagor and the Partnership (the "Loan"), as evidenced by that certain Promissory Note dated April 27, 1993 (the "Original Note") in the original principal amount of Three Million Six Hundred Thousand and 00/100 Dollars (\$3,600,000.00), jointly and severally executed by the Mortgagor and the Partnership and made payable to the order of the Lender and maturing on May 15, 1998.

B. The Loan is secured by, among other things, the following (which together with the Original Note and any and all documents or instruments entered into in connection with the Loan being collectively referred to herein as the "Original Loan Documents"):

- (i) Mortgage, Security Agreement and Financing Statement dated April 27, 1993, executed by the Mortgagor to and for the benefit of the Lender and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on April 30, 1993 as Document No. 93323825 (the "Mortgage");
- (ii) Assignment of Rents and Leases dated April 27, 1993, executed by the Assignor to and for the benefit of the Lender and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on April 30, 1993 as Document No. 93323826 (the "Assignment of Rents");
- (iii) Assignment of Beneficial Interest for Collateral Purposes and Irrevocable Right to Approve Trust Documents dated as of April 27, 1993, executed by the Partnership to and for the benefit of the Lender and accepted by the Mortgagor (the "Collateral Assignment");
- (iv) Security Agreement dated April 27, 1993, executed by the Partnership to and for the benefit of the Lender (the "Security Agreement");
- (v) UCC-1 Financing Statement executed by the Partnership, as debtor, in favor of the Lender, as secured party, and recorded with the Secretary of State of Illinois on May 6, 1993 as Document No. 3118262 (the "Partnership Financing Statement");
- (vi) UCC-1 Financing Statement executed by the Mortgagor, as debtor, in favor of the Lender, as secured party, and recorded with the Secretary of State of Illinois on May 6, 1993 as Document No. 3118263 (the "Mortgagor Financing Statement");
- (vii) UCC-2 Financing Statement executed by the Partnership, as debtor, in favor of the Lender, as secured party, and recorded with the Office of the Cook County Recorder of Deeds on May 4, 1993 as Document No. 93U07152 (the "Partnership Fixture Filing");
- (viii) UCC-2 Financing Statement executed by the Mortgagor, as debtor, in favor of the Lender, as secured party, and recorded with the Office of the Cook County Recorder of Deeds on May 4, 1993 as Document No. 93U07153 (the "Mortgagor Fixture Filing");
- (ix) Inducement Certificate and Indemnity Regarding Hazardous Substances dated April 27, 1993, executed by the Partnership to and for the benefit of the Lender (the "Indemnity");

- (x) Guaranty of Note and Loan Documents dated April 27, 1993, executed by D. Kozonis to and for the benefit of the Lender (the "D. Kozonis Guaranty");
- (xi) Guaranty of Note and Loan Documents dated April 27, 1993, executed by C. Kozonis to and for the benefit of the Lender (the "C. Kozonis Guaranty");
- (xii) Guaranty of Note and Loan Documents dated April 27, 1993, executed by C. Verveniotis to and for the benefit of the Lender (the "C. Verveniotis Guaranty");
- (xiii) Guaranty of Note and Loan Documents dated April 27, 1993, executed by A. Verveniotis to and for the benefit of the Lender (the "A. Verveniotis Guaranty");
- (ixv) Guaranty of Note and Loan Documents dated April 27, 1993, executed by T. Halkias to and for the benefit of the Lender (the "T. Halkias Guaranty");
- (xv) Guaranty of Note and Loan Documents dated April 27, 1993, executed by H. Halkias to and for the benefit of the Lender (the "H. Halkias Guaranty");
- (xvi) Guaranty of Note and Loan Documents dated April 27, 1993, executed by G. Halkias to and for the benefit of the Lender (the "G. Halkias Guaranty"); and
- (xvii) Guaranty of Note and Loan Documents dated April 27, 1993, executed by Gannett to and for the benefit of the Lender (the "Gannett Guaranty"; the D. Kozonis Guaranty, the C. Kozonis Guaranty, the C. Verveniotis Guaranty, the A. Verveniotis Guaranty, the T. Halkias Guaranty, the H. Halkias Guaranty, the G. Halkias Guaranty and the Gannett Guaranty each being referred to herein as a "Guaranty" and collectively as the "Guaranties").

C. The principal amount of the Loan was increased by Fifty Thousand and 64/100 Dollars (\$50,000.64) and the maturity date of the Loan was extended to December 15, 2002 pursuant to that certain Modification of Note, Mortgage and Other Loan Documents dated as of December 15, 1997, executed by and among the Assignors and the Lender and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on January 16, 1998 as Document No. 98042628 (the "Modification Agreement"), and as evidenced by that certain Amended and Restated Note dated December 15, 1998 in the principal amount of Three Million Four Hundred Four Thousand Six Hundred Seventy Six and 00/100 Dollars (\$3,404,676.00), jointly and severally executed by the Assignors and made payable to the order of the Lender (together with any and all notes issued in renewal thereof or in substitution or replacement therefor being collectively referred to herein as the "Note"; the Original Loan Documents, as modified and amended by the Modification Agreement, together with the Note and any and all documents or instruments entered into in connection with the Modification Agreement and the Note being collectively referred to herein as the "Loan Documents").

D. The Assignor is the record owner of the fee simple estate in and to the real estate, and the improvements located thereon, described on Exhibit "A" attached hereto and by reference incorporated herein (the "Property"), which Property is encumbered by the Loan Documents.

E. The Partners are the general partners of the Partnership, and the Partnership owns, subject to the Collateral Assignment in favor of the Lender, 100% of the beneficial interest and power of direction in the Trust Agreement.

F. Pursuant to a Trustee's Deed In Trust dated June 30, 1999, the Mortgagor will assign to the Assignee all of its right, title and interest in and to the Property, and in connection therewith, the Assignors have requested to assign to the Assignee all of the obligations and liabilities of the Assignor to the Lender for the Loan under and pursuant to the Loan Documents, and the Assignors and the Assignee have asked that the Lender consent to such assignment.

G. The Lender has required that, as a condition of the Lender's consenting to the Mortgagor's assigning the Property to the Assignee, that (i) the Assignee assume all of the obligations and liabilities of the Assignors for the Loan under and pursuant to the Loan Documents and reaffirm the obligations and liabilities to the Lender under certain of the Loan Documents, and (ii) the Guarantor execute a guaranty of the Loan in favor of the Lender.

NOW, THEREFORE, in consideration of the foregoing and of the Lender making the Loan, and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assumption of Obligations by the Assignee. The Assignee hereby assumes all of the obligations and liabilities of the Assignors to the Lender for the Loan, of which the principal amount of Three Million Two Hundred Ninety Eight Thousand Forty Three and 29/100 Dollars (\$3,298,043.29) remains outstanding as of the date hereof, under and pursuant to the Original Note, the Mortgage, the Assignment of Rents, the Collateral Assignment, the Security Agreement, the Indemnity, the Modification Agreement and the Note (collectively, the "Assigned Loan Documents"), and agrees to perform and comply with each covenant, term, condition and agreement of the Assigned Loan Documents required to be performed by any of the Assignors thereunder. The Assignee further covenants and represents that each of the representations and warranties made by any of the Assignors in the Assigned Loan Documents remains true and correct as of the date hereof.

2. Approval of Assignment; Release of the Assignors. The Lender hereby consents and approves the assignment and transfer of the Property from the Assignor to the Assignee, subject to the terms and conditions of this Agreement and the Loan Documents, as amended hereby. The Lender hereby releases the Assignors from any and all obligation and liability under the Loan Documents, provided, however, that obligations and liabilities of the Partnership and of the Partners, as the general partners of the Partnership, to the Lender under and pursuant to the Indemnity shall continue in full force and effect and shall not be discharged, limited, impaired or affected in any manner whatsoever and shall not, by the acceptance by the Lender of this Agreement and the assumption by the Assignee of the obligations and liabilities of the Assignors under the Assigned Loan Documents, be prejudiced, waived, or be construed to impair, affect, prejudice or waive the rights and abilities of the Lender at law, in equity or by statute, against the Partnership and of the Partners, as the general partners of the Partnership, pursuant to the Indemnification.

3. Further Assurances. The Assignee hereby expressly (a) reaffirms all of the obligations and liabilities of the Assignor to the Lender under and pursuant to the Loan Documents in all respects, (b) agrees that such obligations and liabilities to the Lender under and pursuant to the Loan Documents shall continue in full force and effect and shall not be discharged, limited, impaired or affected in any manner whatsoever, (c) agrees that the acceptance by the Lender of this Agreement and the assumption by the Assignee of the obligations and liabilities of the Assignors under the Assigned Loan Documents shall not in any manner whatsoever (i) impair or affect the liability of the Assignee to the Lender under the Assigned Loan Documents or of the Guarantor or any other guarantor therefor, (ii) prejudice, waive, or be construed to impair, affect, prejudice or waive the rights and abilities of the Lender at law, in equity or by statute, against the Assignee pursuant to the Assigned Loan Documents, or against the Guarantor or any other guarantor therefor, and (iii) except as expressly set forth in this Agreement, release or discharge, nor be construed to release or discharge, any of the obligations and liabilities owing to the Lender by any party under the Loan Documents, and (d) represents that each of the representations and warranties made by any of the Assignors in any of the Assigned Loan Documents remain true and correct as of the date hereof.

4. Continuing Effect. All of the provisions of the Assigned Loan Documents are incorporated herein and renewed as if re-executed as of the date of this Agreement. To the extent any of the terms, provisions, representations, warranties or covenants set forth in the Assigned Loan Documents differ from, or are inconsistent with, the terms of this Agreement, the provisions of this Agreement shall govern and control.

5. Assignee Representations and Warranties. In addition to the representations and warranties set forth in the Assigned Loan Documents, the Assignee hereby represents and warrants to the Lender as follows:

(a) Organization. The Assignee is a limited liability company duly organized, existing and in good standing under the laws of the State of Illinois, with full and adequate power to carry on and conduct its business as presently conducted, and is duly licensed or qualified in all foreign jurisdictions wherein the nature of its activities require such qualification or licensing, and the Guarantor is the managing member of the Assignee with full power to execute this Agreement for and on behalf of the Assignee.

(b) Authorization; Validity. The Assignee has full right, power and authority to enter into this Agreement, to make the borrowings under the Loan and to perform all of the duties and obligations under the Note and the other Assigned Loan Documents. The execution and delivery of this Agreement will not, nor will the observance or performance of any of the matters and things in this Agreement and in the Assigned Loan Documents, violate or contravene any provision of law or the articles of organization or the operating agreement of the Assignee. All necessary and appropriate action has been taken on the part of the Assignee to authorize the execution and delivery of this Agreement and the observance or performance of the provisions of the Assigned Loan Documents. This Agreement, the Note and the other Assigned Loan Documents are valid and binding agreements and contracts of the Assignee in accordance with their respective terms. No basis presently exists for any claim against the Lender under this Agreement,



Note, the other Assigned Loan Documents or with respect to the Loan and the enforcement of this Agreement, the Note and the other Assigned Loan Documents is subject to no defenses of any kind.

(c) Absence of Breach. The execution, delivery and performance of this Agreement, the Note, the other Assigned Loan Documents and any other documents or instruments to be executed and delivered by the Assignee in connection with this Agreement shall not: (i) violate any provisions of law or any applicable regulation, order, writ, injunction or decree of any court or governmental authority, or (ii) conflict with, be inconsistent with, or result in any breach or default of any of the terms, covenants, conditions, or provisions of any indenture, mortgage, deed of trust, instrument, document, agreement or contract of any kind to which the Assignee is a party or by which the Assignee or any of its property or assets may be bound.

(d) Good Title. At the date hereof and at all times thereafter until the Note is paid in full, the Assignee will have good and marketable fee simple title to the Property, free from any lien, security interest, encumbrance or other right, title or interest of any other person or entity other than the Lender.

(e) Adverse Conditions. To the best of the Assignee's knowledge, no condition, circumstance, document, restriction, litigation or proceeding (or threatened litigation or proceeding or basis therefor) exists which could adversely affect the validity or priority of the liens and security interests granted the Lender under this Agreement and the Assigned Loan Documents, which could materially adversely affect the ability of the Assignee to perform the obligations under the Assigned Loan Documents, which would constitute a default under any of the Assigned Loan Documents or which would constitute such a default with the giving of notice or lapse of time or both.

(f) Compliance with Laws. The nature and transaction of the business and operations of the Assignee and the tenants on the Property (collectively, the "Tenants") and the use of their respective properties and assets, including, but not limited to, the present use and occupancy of the Property, will not violate or conflict with any applicable law, statute, ordinance, rule, regulation or order of any kind including without limitation zoning, building, environmental, land use, noise abatement, occupational health and safety or other laws, any building permit or any condition, grant, easement, covenant, condition or restriction, whether recorded or not.

(g) Environmental. Neither the Assignee nor any of the Tenants have engaged in any activities which, directly or indirectly, involve the use, generation, treatment, transportation, storage or disposal of any Hazardous Substances (as defined in the Indemnity) on the Property, except for Hazardous Materials being properly used in the normal course of the tenants' businesses in accordance with all laws and regulations, and to the best of the Assignee's knowledge, the Property has never been used by any other person or entity for any activities which, directly or indirectly, involve the use, generation, treatment, storage, transportation or disposal of any Hazardous Substances. To the best of the Assignee's knowledge, no Hazardous Substances exist on the Property

(except for Hazardous Materials being properly used in the normal course of the tenants' businesses in accordance with all applicable laws) or under the Property or in any surface waters or groundwaters on or under the Property, and no asbestos or underground storage tanks are located on the Property. To the best of the Assignee's knowledge, the Property and its existing and prior uses have at all times complied with and will comply with all environmental laws, and neither the Assignee nor the tenants have violated, and will not violate, any environmental laws. To the best of the Assignee's knowledge, this transaction is not subject to the provisions of the Illinois Responsible Property Transfer Act (765 ILCS 90/1, et seq., as amended from time to time).

(h) Business Purpose. The proceeds of the Loan will be used for the purposes specified in 815 ILCS 205/4(1)(c), as amended from time to time; and that the principal obligation evidenced by the Note and secured by the Assigned Loan Documents constitutes a business loan within the purview and operation of said section.

(i) Margin Stock. No portion of the proceeds of the Note will be used by the Assignee, either directly or indirectly, for the purpose of purchasing or carrying any margin stock, within the meaning of Regulation U of the Regulations of the Board of Governors of the Federal Reserve System.

6. Assignee Covenants. In addition to the covenants set forth in the Assigned Loan Documents, the Assignee hereby covenants and agrees with the Lender as follows:

(a) Indebtedness. The Assignee shall not, either directly or indirectly, create, assume, incur or have outstanding any indebtedness (including purchase money indebtedness), or become liable, whether as endorser, guarantor, surety or otherwise, for any debt or obligation of any other person, firm or corporation, except:

(i) the Note;

(ii) obligations of the Assignee for taxes, assessments, municipal or other governmental charges; and

(iii) obligations of the Assignee for accounts payable, other than for money borrowed, incurred in the ordinary course of business.

(b) Encumbrances. The Assignee shall not, either directly or indirectly, create, assume, incur or suffer or permit to exist any mortgage, pledge, encumbrance, security interest, assignment, lien or charge of any kind or character upon any asset of the Assignee, whether owned at the date hereof or hereafter acquired except:

(i) liens for taxes, assessments or other governmental charges not yet due or which are being contested in good faith by appropriate proceedings in such a manner as not to make the property forfeitable;

(ii) liens, charges and encumbrances incidental to the conduct of its business or the ownership of its property and assets which were not incurred in connection with the borrowing of money or the obtaining of an advance or credit, and which do not in the aggregate materially detract from the value of its property or assets or materially impair the use thereof in the operation of its business;

(iii) liens arising out of judgments or awards against the Assignee and not in connection with the Property with respect to which it shall concurrently therewith be prosecuting a timely appeal or proceeding for review and with respect to which it shall have secured a stay of execution pending such appeal or proceedings for review;

(iv) good faith deposits in connection with leases to which the Assignee is a party;

(v) deposits to secure public or statutory obligations of the Assignee; and

(vi) liens and security interests granted to the Lender.

(c) Financial Information Regarding Property. The Assignee shall at all times maintain a standard and modern system of accounting in connection with the Property, in all respects in accordance with generally accepted accounting principals, consistently applied, and shall furnish to the Lender or its authorized representatives such information regarding the business affairs, operations and financial condition of the Property, including, but not limited to, (i) as soon as available, and in any event, within ninety (90) days after the close of each fiscal year of the Assignee, a copy of the annual audited operating statements for the Property, including a statement of income and expenses for the Property, and such other information (including nonfinancial information) as the Lender may request, in reasonable detail prepared and certified by an independent certified public accountant acceptable to the Lender, containing an unqualified opinion; and (ii) as soon as available, and in any event, within thirty (30) days following the end of each quarter, a copy of the operating statements for the Property regarding such quarter, including a statement of income and expenses for the Property, and such other information (including nonfinancial information) as the Lender may request, in reasonable detail prepared and certified to as accurate by the Assignee. The Assignee represents and warrants to the Lender that the operating and financial statements delivered to the Lender at or prior to the execution and delivery of this Agreement and to be delivered at all times thereafter accurately reflect and will accurately reflect the financial condition of the Property. The Lender shall have the right at all times during business hours to inspect the books and records of the Assignee regarding the Property and make extracts therefrom. The Assignee agrees to advise the Lender immediately of any adverse change in the financial condition, the operations or any other status of the Property.

(d) Guarantor Financial Information. The Assignee shall furnish, or cause to be furnished, to the Lender or its authorized representatives such information regarding the



business affairs, operations and financial condition of the Guarantor, including, but not limited to, as soon as available, and in any event, within thirty (30) days after their filing, copies of the federal income tax returns of the Guarantor, along with a personal financial statement in form and substance acceptable to the Lender.

(e) Rent Roll. The Assignee shall, as soon as available, and in any event, within thirty (30) days following the end of each fiscal quarter of the Assignee, furnish to the Lender or its authorized representatives, a copy of the current rent roll for the Property.

7. Conditions Precedent. This Agreement shall become effective as of the date above first written after receipt by the Lender of the following documents:

(a) Assumption Agreement. This Agreement duly executed by the parties hereto;

(b) Deed. The execution, delivery and recordation of a Trustee's Deed dated on or before the date of this Agreement (the "Deed"), executed by the Mortgagor to the Assignee, conveying all of the Mortgagor's right, title and interest in and to the Property to the Assignee;

(c) Date-down Endorsement. A Date-Down Endorsement issued by Chicago Title Insurance Company to its Loan Policy No. 1401 007431541 F2, dating down title to the Property to reflect the recordation of the Deed and this Agreement and reflecting the transfer of the fee interest to the Assignee;

(d) Financing Statements. UCC-3 Financing Statements, executed by the Assignee and the Lender, amending the name of the debtor on the Partnership Financing Statement, the Mortgagor Financing Statement, the Partnership Fixture Filing and the Mortgagor Fixture Filing to be that of the Assignor;

(e) Guaranty. A Continuing Unconditional Guaranty dated as of June 30, 1999, executed by the Guarantor to and for the benefit of the Lender; and

(f) Legal Opinion. An opinion from counsel to the Assignee addressed to and in form and substance acceptable to the Lender, regarding the validity, binding nature and enforceability of this Agreement and the Assigned Loan Documents against the Assignee and such other matters of law as reasonably requested by the Assignee; and

(g) Other Matters. Such other documents and as the Lender may reasonably request.

8. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors, assigns and legal representatives, and shall inure to the benefit of the parties hereto and to the successors, assigns and legal representatives of the Lender.

9. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

10. Expenses. The Assignee shall pay all costs and expenses in connection with the preparation of this Agreement, including, without limitation, reasonable attorney's fees and reasonable time charges of attorney's who may be employees of the Lender. The Assignee shall pay any and all stamp and other taxes, UCC search fees, recording, filing, title and endorsement fees and other costs in connection with the execution and delivery of this Agreement, and agrees to save and hold harmless the Lender from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such fees.

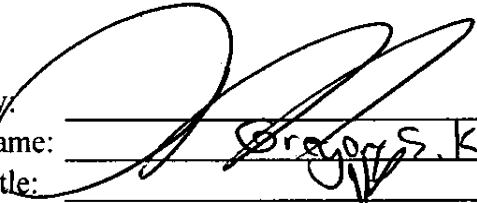
11. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same agreement.

12. Trustee's Exculpation. This Agreement is executed by American National Bank and Trust Company of Chicago, not personally but solely as Trustee under a Trust Agreement dated July 5, 1991 and known as Trust No. 114190-09, in the exercise of the power and authority conferred upon and vested therein as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by the Trustee solely in its capacity as trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the Property and has no agents, employees or control over the management of the Property and no knowledge or of other factual matters except as represented to the Trustee by the Partnership. No personal liability or personal responsibility is assumed by or shall at any time by asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee contained herein, all such liability being expressly waived by the Lender and by every person now or hereafter claiming any right or security hereunder or under the Loan Documents; and the holder of the Loan or of any cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate or the Property conveyed for the payment thereof, by the enforcement of the lien created in the Loan Documents, in the manner therein and in the Note provided or by action to enforce the personal liability of any of the Partners.

IN WITNESS WHEREOF, the parties hereto have executed this Assumption and Consent Agreement as of the date first above written.

MORTGAGOR:

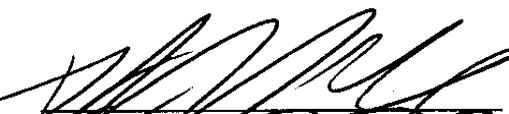
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under a Trust Agreement dated July 5, 1991 and known as Trust No. 114190-09

By:   
Name: Gregory S. Kopyak  
Title: \_\_\_\_\_

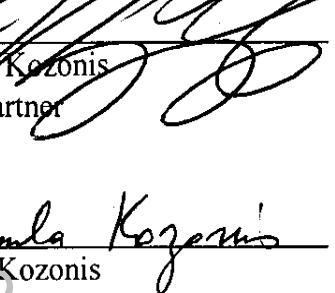
PARTNERSHIP:

PARTNERS:

TINLEY PARK CENTER PARTNERSHIP,  
an Illinois general partnership

By:   
Name: Demetrios Kozonis  
Its: General Partner


  
DEMETRIOS KOZONIS

By:   
Name: Chrisoula Kozonis  
Its: General Partner

  
CHRISOULA KOZONIS

By:   
Name: Chris Verveniotis  
Its: General Partner

  
CHRIS VERVENIOTIS

By:   
Name: Athena Verveniotis  
Its: General Partner

  
ATHENA VERVENIOTIS

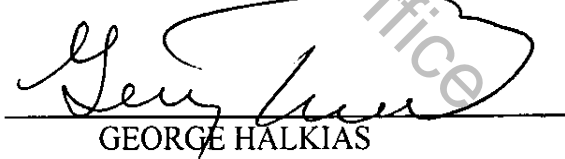
By:   
Name: Tom Halkias  
Its: General Partner

  
TOM HALKIAS

By:   
Name: Hariklia Halkia  
Its: General Partner

  
HARIKLIA HALKIA

By:   
Name: George Halkias  
Its: General Partner

  
GEORGE HALKIAS

By:   
Name: Douglas Gannett  
Its: General Partner

  
DOUGLAS GANNETT

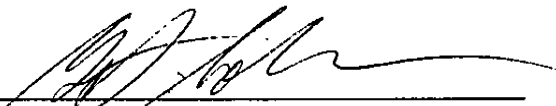
ASSIGNEE:

TINLEY DOWNES, LLC, an  
Illinois limited liability company

By:   
Name: Gary L. Solomon  
Its: Managing Member

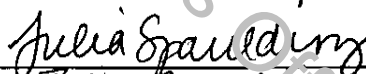
Property of Cook County Clerk's Office

GUARANTOR:

  
GARY L. SOLOMON

LENDER:

LASALLE BANK NATIONAL ASSOCIATION,  
a national banking association, formerly known  
as LaSalle National Bank, successor by merger  
to LaSalle Bank NI

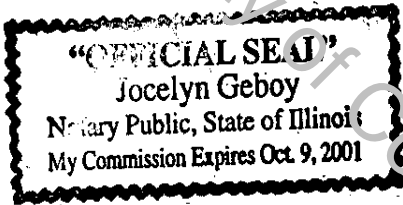
By:   
Name: Julia Spaulding  
Title: Loan Officer

GKF;jh  
July 12, 1999  
107475

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that UP Gregory Kasprzyk, the \_\_\_\_\_, of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as trustee as aforesaid, who is 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 \_\_\_\_\_, he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said banking association, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15 day of July, 1999.



Jocelyn Geboy  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, the \_\_\_\_\_, of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, who is 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 severally acknowledged that as such \_\_\_\_\_, he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of July, 1999.



\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, the \_\_\_\_\_, of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as trustee as aforesaid, who is 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 \_\_\_\_\_, he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said banking association, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_ day of July, 1999.

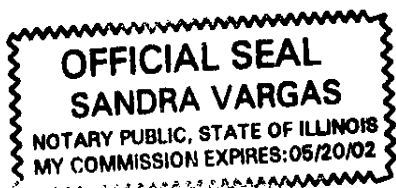
\_\_\_\_\_  
Notary Public  
My Commission Expires:  
\_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Julia Spaulding, the Loan Officer, of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, who is 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 severally acknowledged that as such Loan Officer, he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13 day of July, 1999.

Sandra Vargas  
Notary Public  
My Commission Expires:  
5/20/02

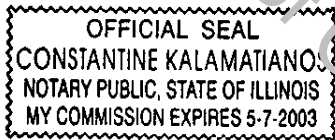


STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that DEMETRIOS KOZONIS, a general partner of TINLEY PARK CENTER PARTNERSHIP, an Illinois general partnership, who is 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, both in his individual capacity and as such general partner, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said general partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of July, 1999.

  
Notary Public



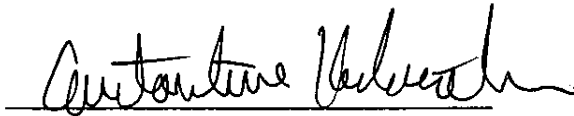
My Commission Expires:

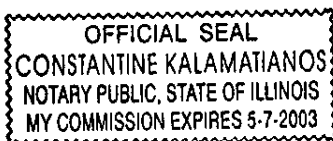
5-7-2003

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that CHRISOULA KOZONIS, a general partner of TINLEY PARK CENTER PARTNERSHIP, an Illinois general partnership, who is 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, both in her individual capacity and as such general partner, she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said general partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of July, 1999.

  
Notary Public



My Commission Expires:

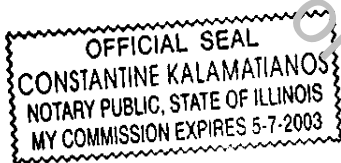
5-7-2003

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that CHRIS VERVENIOTIS, a general partner of TINLEY PARK CENTER PARTNERSHIP, an Illinois general partnership, who is 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, both in his individual capacity and as such general partner, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said general partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of July, 1999.

Constantine Kalamatianos  
Notary Public



My Commission Expires:

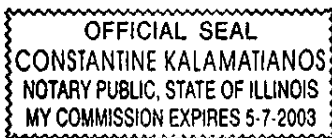
5-7-2003

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that ATHENA VERVENIOTIS, a general partner of TINLEY PARK CENTER PARTNERSHIP, an Illinois general partnership, who is 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, both in her individual capacity and as such general partner, she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said general partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of July, 1999.

Constantine Kalamatianos  
Notary Public



My Commission Expires:

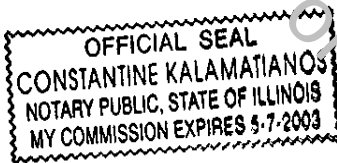
5-7-2003

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that TOM HALKIAS, a general partner of TINLEY PARK CENTER PARTNERSHIP, an Illinois general partnership, who is 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, both in his individual capacity and as such general partner, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said general partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of July, 1999.

*Constantine Kalamatianos*  
\_\_\_\_\_  
Notary Public



My Commission Expires:

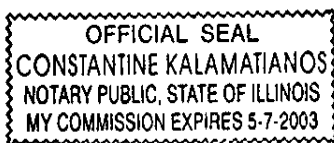
5-7-2003

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that HARIKLIA HALKIAS, a general partner of TINLEY PARK CENTER PARTNERSHIP, an Illinois general partnership, who is 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, both in her individual capacity and as such general partner, she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said general partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of July, 1999.

*Constantine Kalamatianos*  
\_\_\_\_\_  
Notary Public



My Commission Expires:

5-7-2003

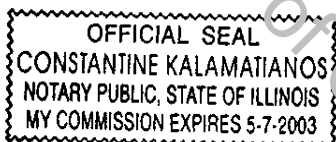
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that GEORGE HALKIAS, a general partner of TINLEY PARK CENTER PARTNERSHIP, an Illinois general partnership, who is 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, both in his individual capacity and as such general partner, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said general partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of July, 1999.

*Constantine Kalamatianos*

Notary Public



My Commission Expires:

5-7-2003

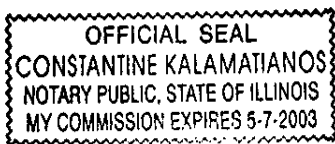
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that DOUGLAS GANNETT, a general partner of TINLEY PARK CENTER PARTNERSHIP, an Illinois general partnership, who is 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, both in his individual capacity and as such general partner, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said general partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of July, 1999.

*Constantine Kalamatianos*

Notary Public



My Commission Expires:

5-7-2003



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that GARY L. SOLOMON, the managing member of TINLEY DOWNES, LLC, an Illinois limited liability company, an Illinois limited liability company, who is 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 managing member, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10<sup>th</sup> day of July, 1999.

Traci Lava  
Notary Public



My Commission Expires:  
12/17/2001

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that GARY L. SOLOMON, who is 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 he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10<sup>th</sup> day of July, 1999.

Traci Lava  
Notary Public



My Commission Expires:  
12/17/2001

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

THE WEST 558.0 FEET OF THE NORTH 375.33 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, (EXCEPT THE SOUTH 20 ACRES THEREOF) IN TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS OF REAL ESTATE:

Southeast corner of 171st Street and 80th Avenue  
Tinley Park, Illinois 60477

PERMANENT TAX IDENTIFICATION NUMBER:

27-25-316-014-0000

GKF:jh  
July 12, 1999  
107475