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Property of Cook County Clerk's Office

LOAN NO. 20008013001

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Prepared By AND

WHEN RECORDED, RETURN TO:

Mark S. Bressler, Esq.
Schnader Harrison Goldstein & Manello
265 Franklin Street
Boston, MA 02110

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of June 30, 2000, by Amalgamated Bank of Chicago, not individually, but solely as Trustee under Trust Agreement dated June 21, 1984, and known as Trust No. 4951, an Illinois land trust having an address of One West Monroe Street, First Floor, Chicago, Illinois 60603 and Lansing Landings Shopping Center Limited Partnership (the "Beneficiary"), an Illinois limited partnership with an address of 415 North LaSalle Street, Suite 200, Chicago, Illinois 60610 (collectively, the Trustee and the Beneficiary shall be referred to herein as the "Assignor") in favor of Merrill Lynch Credit Corporation, a Delaware corporation, whose address is 4802 Deer Lake Drive, East, Jacksonville, Florida 32246 (the "Assignee"). All capitalized terms not defined herein shall have the same meanings set forth in the Mortgage (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, Assignee is making a Loan in the original principal amount of twenty one million five hundred thousand

BOX 333-CTI

DOLLARS (\$21,500,000) to Assignor, which Loan is evidenced by the Note dated the date hereof and having a maturity date of the first day of July, 2010, made by Assignor in favor of Assignee in the amount of the Loan; and

WHEREAS, the Note is secured by that certain Mortgage, Security Agreement, Assignment of Rents and Fixture Filing dated the date hereof, given by Assignor to Assignee (the "Mortgage"), encumbering that certain real property situated in the County of Cook, State of Illinois as is more particularly described on Exhibit A attached hereto and all Improvements thereon (said real property and Improvements are hereinafter sometimes collectively referred to as the "Property"); and

WHEREAS, as a condition of the Loan, Assignor agreed to further secure the performance of the terms, covenants and agreements of the Loan Documents by entering into this Agreement.

NOW, THEREFORE, in consideration of Assignee making the Loan and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby irrevocably, absolutely and unconditionally, bargain, transfer, pledge, convey, sell, assign, set over unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to (a) the Leases; (b) the Rents; (c) all security deposits, guarantees and other security held by Assignor in connection with the Leases; (d) all credits, rights, options, claims and causes of action in connection with the Leases and Rents; (e) all proceeds from the sale or other disposition of the Leases; (f) the right to receive and apply the Rents to the payment of the Debt; (g) any award or other payment which Assignor may hereafter become entitled to receive with respect to any of the Leases as a result of or pursuant to any bankruptcy, insolvency or reorganization or similar proceedings involving any present or future tenant or lessee under a Lease for any portion of the Property ("Tenant"); (h) any and all payments made by or on behalf of any Tenant in lieu of Rent and (i) all rights to insurance proceeds, condemnation awards and similar payments under Leases.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, the parties hereby agree as follows:

1. This instrument is an absolute, unconditional and present assignment of the Leases and the Rents and grant of the powers of Assignee set forth herein, and not an assignment for security. As long as there is no Event of Default, Assignor is hereby granted a revocable license by Assignee to collect the Rents and to take all actions with respect to all Leases, subject to the terms of the Loan Documents (the "License"). Upon the occurrence of an Event of Default, the License shall automatically be revoked without notice to Assignor. Assignee may thereafter, without taking possession of the Property, collect the Rents. From and after such revocation of the License, Assignor shall be

the agent of Assignee for collection of the Rents. Any Rents so collected by Assignor shall be held in trust by Assignor for the sole and exclusive benefit of Assignee. Assignor shall, within one (1) business day after receipt of any Rents, pay the same to Assignee to be applied by Assignee as hereinafter set forth. The existence or exercise of the License to collect Rent shall not operate to subordinate this Assignment to any subsequent assignment. This Assignment shall be fully operative without any further action on the part of any Person.

2. Upon revocation of the License, Assignee shall have the right and authority, without any notice to or demand on Assignor and without releasing Assignor from any obligation hereof, to: (a) manage and operate the Property, with full power to employ agents to manage the Property; (b) enter into Leases, service contracts and other agreements; obtain insurance; provide utility service; pay all taxes, brokerage commissions and other expenses in connection with the Property, including the Debt; make repairs and improvements to the Property and do all other acts relating to the management of the Property; (c) demand, collect, receive and sue for the Rents, including those past due and unpaid (d) dispose by the usual summary proceedings any Tenant in default; (e) at its option, and to the extent not prohibited by law, require Assignor to (i) pay monthly in advance to Assignee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be in the possession of Assignor, and (ii) vacate and surrender possession of the Property to Assignee or to such receiver; or if Assignor is in default hereof, evict Assignor by summary proceedings or otherwise; and (f) irrevocably be Assignor's attorney-in-fact, coupled with an interest by virtue of this Assignment and appear in any proceeding and collect any award or payment to Assignor, in connection with the Property so long as any sums are outstanding under the Loan.

3. Assignee may apply the Rents received by Assignee, after deducting the costs of collection therefrom, including, without limitation, attorneys' fees and management fees, in such order or priority as Assignee may determine in its sole discretion, to (a) amounts expended for repairs, upkeep, maintenance, service, fuel, utilities, taxes, assessments, insurance premiums and such other expenses as Assignee incurs in connection with the operation and management of the Property and (b) the Debt.

4. Any sum advanced by Assignee for any purpose, together with interest thereon at the Default Rate from the date advanced by Assignee until repaid by Assignor, shall immediately be due and payable to Assignee by Assignor on demand and shall constitute part of the Debt. The execution of this Assignment constitutes and evidences the irrevocable consent of Assignor to the entry upon and taking possession of the Property and the Equipment by Assignee. The exercise by Assignee of the rights granted hereunder and the collection and application of the Rents

as provided herein shall not (a) be considered a waiver by Assignee of any default under the Loan Documents, (b) prevent foreclosure of any liens on the Property or (c) make Assignee liable under any of the Leases. All of Assignee's rights and privileges under the Loan Documents are expressly reserved as though this Assignment had not been entered into.

5. Assignor agrees to deliver to Assignee, within ten (10) days after Assignee's request, a complete list of the Leases, the amount of security and other deposits held in connection with each Lease certified pursuant to an Officer's Certificate identifying the demised premises, the names of the Tenants, the Rent payable under the Leases, the date to which such Rents have been paid, the terms of the Leases, the dates of occupancy, the dates of expiration, any Rent concessions, work obligations or other inducements granted to Tenants and any renewal options. Assignor shall also deliver on demand a copy of any Lease not previously delivered to Assignee.

6. This Assignment shall not operate to place responsibility upon Assignee: (a) for the management, upkeep, care, repair or control of the Property, (b) for the performance of any of the terms and conditions of any of the Leases, (c) for any waste committed on the Property by the Tenants or any other party, (d) for any dangerous or defective condition of the Property, (e) for any negligence in the management, upkeep, care, repair or control of the Property or (f) to account for Rents other than Rents that are actually received by Assignee. Except for Assignee's gross negligence or willful misconduct, Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Property or from any other act or omission of Assignee in the management, upkeep, care, repair or control of the Property.

7. Assignor hereby indemnifies and holds Assignee harmless from and against any and all liability, loss, cost, expense or damage (collectively, "Costs") which may be incurred by reason of this Assignment, including, without limitation, claims, actions, suits, proceedings or demands ("Claims"): (a) of Tenants for security deposits not paid to Assignee or (b) asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases. Should Assignee incur any liability by reason of this Assignment or in defense of any Claim for any Cost, the amount paid or incurred by Assignee shall: (a) be immediately due and payable to Assignee by Assignor upon demand, (b) incur interest at the Default Rate from the date paid by Assignee until repaid by Assignor and (c) be secured by the Loan Documents.

8. Beneficiary warrants to and Assignor represents to and covenants for the benefit of Assignee that: (a) Assignor is the sole owner of the entire landlord's interest in the Leases, with full right and title to assign the same and the Rents

thereunder; (b) the Leases (i) have not been altered, modified or amended in any manner except as previously disclosed in writing to Assignee, (ii) are in full force and effect and (iii) are the valid and binding obligations of Assignor and, to the knowledge of Assignor, of the Tenants thereto; (c) none of the Rents have been (i) previously assigned, pledged or hypothecated, (ii) discounted, released, waived, compromised or otherwise discharged or (iii) prepaid for more than one (1) month in advance; (d) there are no material defaults now existing under any of the Leases by the landlord or Tenants and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases by the landlord or Tenants, except as previously disclosed in writing to Assignee; (e) there are no offsets, claims or defenses to the payment of any portion of the Rents; and (f) Assignor has and shall duly and punctually observe and perform all covenants, conditions and agreements in the Leases on the part of the landlord to be observed and performed thereunder.

9. Assignor covenants and agrees that Assignor shall not, without the prior written consent of Assignee: (a) accept Rents (exclusive of security deposits) for more than one (1) month in advance, (b) do or permit anything to impair the value of the Leases as security for the Debt; (c) amend or modify any Lease, except as permitted under Section 6.2 of the Mortgage; (d) enter into any Lease not in conformity with Section 6.2(a) of the Mortgage; (e) take or omit to take any action or exercise any right or option which would permit the Tenants to cancel or terminate said Lease or accept the surrender or assignment of any Lease; (f) permit any Lease to become subordinate to any lien other than the lien of the Mortgage; (g) further pledge, transfer, mortgage or otherwise encumber or assign the Leases or future payments of Rents; (h) cancel or terminate any Lease (other than for non-payment of rent or any other material default thereunder); or (i) discount, release, waive, compromise or otherwise discharge any Rents payable or other obligations under any Lease. However, Assignor may take any of the actions described in subsections (h) and (i) so long as such actions are taken by Assignor in the ordinary course of business, are consistent with sound customary leasing and management practices for similar properties and prompt notice thereof is given to Assignee.

10. At its sole cost and expense, Assignor shall appear in and defend any Claim in any manner connected with the Leases or the obligations, duties or liabilities of the landlord or Tenants thereunder. Assignor shall pay on demand all Costs, including, without limitation, reasonable attorneys' fees and disbursements, which Assignee may incur in connection with Assignee's appearance, voluntary or otherwise, in any such Claim, together with interest thereon at the Default Rate from the date incurred by Assignee until repaid.

11. Assignee may notify Tenants or other parties of the existence of this Assignment. Assignor does hereby specifically

authorize, instruct and direct Tenants to pay all unpaid and future Rents to Assignee upon written demand from Assignee. Assignor hereby agrees that Tenants may rely upon such demand without any inquiry into whether there exists an Event of Default or whether Assignee is otherwise entitled to said Rents. Any such payment shall discharge the Tenant's obligation to make such payment to Assignor. Assignor hereby waives all rights and Claims it may now or hereafter have against Tenants by reason of such payment of Rents to Assignee.

12. Assignee may (a) take or release any security for the Debt, (b) release any Person primarily or secondarily liable for the Debt, (c) grant extensions, renewals or indulgences with respect to the Debt and (d) apply any other security held by it to the satisfaction of any portion of the Debt, all without prejudice to any of its rights hereunder.

13. Assignee shall have the right to (a) institute suit and obtain a protective or mandatory injunction against Assignor to prevent a default hereunder; (b) sue for specific performance to enforce the observance of the agreements, covenants, terms and conditions contained herein; and (c) receive damages occasioned by any default by Assignor. Upon application to a court of competent jurisdiction, Assignee shall be entitled, as a matter of absolute right, to the appointment of a receiver to obtain and secure the rights and benefits intended to be provided to Assignee hereunder, without regard to the adequacy of the security under the Loan Documents and without further notice.

14. The acceptance of this Assignment and the collection of the Rents by Assignee in the event the License is revoked shall be without prejudice to Assignee. The rights of Assignee hereunder are cumulative and concurrent, may be pursued separately, successively or together and may be exercised as often as occasion therefor shall arise.

15. This Assignment shall be in full force and effect continuously from the date hereof until (a) final judgment of foreclosure; or (b) payment in full of the Debt and release of the Mortgage.

16. This Assignment shall not be construed as: (a) making Assignee a mortgagee-in-possession; (b) subordinating the Loan Documents to any Lease; provided, however, that any action or proceeding by Assignee to foreclose its liens encumbering the Property, enforce any other remedy contained in the Loan Documents or take any action by way of entry into possession after an Event of Default shall not operate to terminate any Lease unless Assignee so elects in writing or (c) constituting or evidencing any payment on account of the Debt. The Debt shall be reduced only to the extent of cash payments applied by Assignee in reduction of the Debt.

17. This Assignment is governed by and hereby incorporates by reference the Rules of Construction contained in Article XV of the Mortgage which shall apply with the same import as though fully set forth herein.

18. This instrument is executed by AMALGAMATED BANK OF CHICAGO, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee (and said Trustee hereby represents and warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on said Trustee personally to perform any covenants, either express or implied, herein contained or with regard to any warranty contained herein (except the warranty relating to the authority of said Trustee to execute this instrument) all such personal liability, if any, being expressly waived with respect to said Trustee, but nothing in the preceding portions of this paragraph shall be construed in any way as to affect or impair the lien of this instrument, or Lender's right to exercise any of its rights and remedies hereunder, or be construed in any way so as to limit or restrict any of the rights and remedies of Lender hereunder in any proceedings to enforce payment of the indebtedness secured hereby out of and from the security given therefor in the manner provided herein, in the Note and other instruments given to secure the Note, and further shall not in any way be construed to restrict or limit Lender's absolute right to enforce personal liability against any co-maker, guarantor or guarantors or any other instrument given to secure the indebtedness secured hereby.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

ASSIGNOR:

Amalgamated Bank of Chicago, not individually, but solely as Trustee under Trust Agreement dated June 21, 1984, and known as Trust No. 4951

By: [Signature]
Senior Vice President

ATTEST: [Signature]
~~Vice President~~ TRUST OFFICER

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Lansing Landings Shopping Center Limited Partnership, an Illinois limited partnership

By: Landings General Partners, LLC, a Delaware limited liability company, one of its general partners

By: [Signature]
Name: Peter Dellaportas
Title: its member manager

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK

I, Brenda Thompson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that IRVING B. POLAKOW and JOAN M. DI CASOLA, the SENIOR VICE PRESIDENT and TRUST OFFICER, respectively, of Amalgamated Bank of Chicago, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed and delivered said instrument as such officers as their own free and voluntary act and as the free and voluntary act of said bank, not personally but as Trustee as aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of June, 2000.

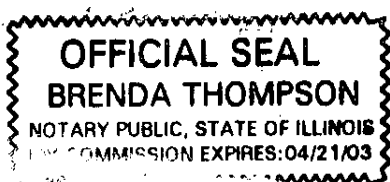


Brenda Thompson
Notary Public
My Commission Expires:
4-21-03

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Brenda Thompson, Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Peter Dellaportas, managing member of Landings General Partners, LLC, a general partner of Lansing Landings Shopping Center Limited Partnership, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as free and voluntary act of said partnership, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30th day of June, 2000.



Brenda Thompson
Notary Public
My Commission Expires:
4-21-03

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EXHIBIT A

LEGAL DESCRIPTION

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PARCEL 1:

LOT 3 (EXCEPT THE SOUTHWESTERLY 1.04 FEET THEREOF);

LOT 7;

LOT 9 (EXCEPT THE SOUTH 8.5 FEET OF THE EAST 18.25 FEET OF THE WEST 33.0 FEET THEREOF, ALSO EXCEPT THE NORTH 1.00 FEET OF THE SOUTH 9.5 FEET OF THE EAST 18.25 FEET OF THE WEST 33.0 FEET THEREOF, ALSO EXCEPT THE SOUTH 1.00 FOOT OF THE EAST 241.00 FEET THEREOF ALSO EXCEPT THAT PART FALLING WITHIN THE LANDINGS FIRST RESUBDIVISION RECORDED MAY 4, 2000, AS DOCUMENT 00316232);

LOTS 11 THROUGH 17, INCLUSIVE; AND

OUTLOTS A AND B (EXCEPT THAT PART FALLING WITHIN THE LANDINGS FIRST RESUBDIVISION RECORDED MAY 4, 2000, AS DOCUMENT 00316232);

ALL OF THE ABOVE BEING IN THE LANDINGS PLANNED UNIT DEVELOPEMENT BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 15, 1985 AS DOCUMENT NO. 85148127, IN COOK COUNTY, ILLINOIS.

ALSO

LOT 1, OUTLOT A, AND OUTLOT B IN THE FINAL PLAT OF LANDINGS FIRST RESUBDIVISION, BEING A RESUBDIVISION OF PART OF OUTLOT A, OUTLOT B, AND LOT 9 IN THE LANDINGS P.U.D. SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 4, 2000 AS DOCUMENT 00316232, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED EXCEPTION PARCELS A, B, C, D, E AND F:

EXCEPTION PARCEL A:

THAT PART OF A NORTH AND SOUTH 30 FOOT WIDE ROADWAY OF UNIFORM WIDTH BEING A TRACT OF LAND WITH ITS EAST AND SOUTHEASTERLY LINE DESCRIBED AS FOLLOWS, SAID 30 FOOT WIDE ROADWAY LYING TO THE WEST AND NORTHWEST OF THAT PART OF OUTLOT A DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF OUTLOT A, SAID POINT BEING AT THE NORTHEAST CORNER OF SAID OUTLOT A; THENCE SOUTH 0 DEGREES 15 MINUTES 50 SECONDS WEST ON THE EAST LINE OF SAID OUTLOT A, A DISTANCE OF 794.45 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS, SAID POINT BEING ON THE SOUTHEASTERLY LINE OF OUTLOT A; THENCE SOUTH 25 DEGREES 22 MINUTES 17 SECONDS WEST ON THE LAST DESCRIBED LINE, A DISTANCE OF 226.44 FEET TO A BEND POINT IN OUTLOT A; THE FOLLOWING 3 COURSES BEING ON THE SOUTHEASTERLY LINE OF OUTLOT A; THENCE SOUTH 25 DEGREES 14 MINUTES 34 SECONDS WEST, A DISTANCE OF 894.67 FEET; THENCE SOUTH 0 DEGREES 03 MINUTES 26 SECONDS WEST, A DISTANCE OF 7.18 FEET; THENCE SOUTH 25 DEGREES 29 MINUTES 28 SECONDS WEST, A DISTANCE OF 499.73 FEET TO THE MOST SOUTHEASTERLY CORNER OF OUTLOT A SAID POINT BEING ON THE NORTH LINE OF 170TH STREET, LYING SOUTH AND WEST OF A SOUTHERLY LINE AND A WESTERLY LINE OF LOT 1 IN THE LANDINGS FIRST RESUBDIVISION RECORDED MAY 4, 2000, AS DOCUMENT 00316232.

EXCEPTION PARCEL B:

THAT PART OF OUTLOT A AND OUTLOT B BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF OUTLOT A, SAID NORTH LINE BEING

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A LINE 2319.72 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, AND THE EAST RIGHT OF WAY LINE OF TORRENCE AVENUE BEING THE WESTERLY LINE OF SAID OUTLOT A EXTENDED NORTHERLY; THENCE SOUTH 89 DEGREES 44 MINUTES 10 SECONDS EAST ON THE NORTH LINE OF OUTLOT A AND B, A DISTANCE OF 1285.31 FEET; THENCE SOUTH 64 DEGREES 37 MINUTES 43 SECONDS EAST, A DISTANCE OF 287.48 FEET TO THE SOUTHEASTERLY LINE OF OUTLOT B, BEING THE NORTHWESTERLY RIGHT OF WAY LINE OF PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS; THENCE SOUTH 25 DEGREES 22 MINUTES 17 SECONDS WEST ON THE LAST DESCRIBED LINE, A DISTANCE OF 66.0 FEET; THENCE NORTH 64 DEGREES 37 MINUTES 43 SECONDS WEST, A DISTANCE OF 291.10 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ON THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST HAVING A RADIUS OF 267.0 FEET AND AN ARC DISTANCE OF 117.00 FEET TO A POINT OF TANGENT; THENCE NORTH 89 DEGREES 44 MINUTES 10 SECONDS WEST PARALLEL TO THE NORTH LINE OF OUTLOT A, A DISTANCE OF 1142.69 FEET (THE LAST DESCRIBED LINE BEING 33.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF OUTLOT A) TO THE EASTERLY RIGHT OF WAY LINE OF TORRENCE AVENUE AFORESAID; THENCE NORTH 3 DEGREES 40 MINUTES 10 SECONDS EAST ON SAID EASTERLY RIGHT OF WAY AND SAID LINE EXTENDED, A DISTANCE OF 33.06 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTION PARCEL C:

THAT PART OF OUTLOT A DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF OUTLOT A, SAID NORTH LINE BEING A LINE 2319.72 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, AND THE EAST RIGHT OF WAY LINE OF TORRENCE AVENUE BEING THE WESTERLY LINE OF SAID OUTLOT A EXTENDED NORTHERLY; THENCE SOUTH 3 DEGREES 40 MINUTES 10 SECONDS WEST ON THE WESTERLY LINE OF SAID OUTLOT A, A DISTANCE OF 436.88 FEET; THENCE SOUTH 3 DEGREES 12 MINUTES 32 SECONDS WEST ON THE WESTERLY LINE OF SAID OUTLOT A, A DISTANCE OF 383.14 FEET TO A POINT ON A LINE 818.75 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID OUTLOT A FOR THE POINT OF BEGINNING OF THE CENTER LINE OF A 50 FOOT WIDE ROADWAY, 25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE; THENCE NORTH 86 DEGREES 44 MINUTES 21 SECONDS EAST, A DISTANCE OF 386.31 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 10 SECONDS EAST, A DISTANCE OF 545.06 FEET TO THE EASTERLY END OF SAID 50 FOOT ROADWAY, IN COOK COUNTY, ILLINOIS.

EXCEPTION PARCEL D:

THAT PART OF OUTLOT A BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 1 AFORESAID, THENCE SOUTH 25 DEGREES 14 MINUTES 34 SECONDS WEST ON THE SOUTHWESTERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 50.0 FEET; THENCE NORTH 64 DEGREES 45 MINUTES 26 SECONDS WEST, A DISTANCE OF 93.0 FEET; THENCE SOUTH 25 DEGREES 14 MINUTES 34 SECONDS WEST, A DISTANCE OF 82.32 FEET; THENCE NORTH 37 DEGREES 48 MINUTES 25 SECONDS WEST, A DISTANCE OF 5.61 FEET TO ANGLE POINT OF SAID LOT 1; THENCE NORTH 25 DEGREES 14 MINUTES 34 SECONDS EAST ON A LINE OF SAID LOT 1, A DISTANCE OF 129.78 FEET TO AN ANGLE POINT OF SAID LOT 1; THENCE SOUTH 64 DEGREES 45 MINUTES 26 SECONDS EAST ON A LINE OF SAID LOT 1, A DISTANCE OF 98.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTION PARCEL E:

THAT PART OF OUTLOT A BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 1 AFORESAID, THENCE NORTH 64 DEGREES 45 MINUTES 26 SECONDS WEST ON THE NORTHWESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 7.0 FEET; THENCE SOUTH 25 DEGREES 14 MINUTES 34 SECONDS WEST, A DISTANCE OF 180.0 FEET TO A POINT ON A LINE OF SAID LOT 1; THENCE SOUTH 64 DEGREES 45 MINUTES 26 SECONDS EAST ON A LINE OF SAID LOT 1, A DISTANCE OF 7.0 FEET TO AN ANGLE POINT OF SAID LOT 1; THENCE NORTH 25 DEGREES 14 MINUTES 34 SECONDS EAST ON A LINE OF SAID LOT 1, A DISTANCE OF 180.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT A (Continued)

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EXCEPTION PARCEL F:

THAT PART OF OUTLOT A DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF LOT 9, THENCE SOUTH 89 DEGREES 44 MINUTES 10 SECONDS EAST IN THE SOUTH LINE OF LOT 9, A DISTANCE OF 14.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 44 MINUTES 10 SECONDS EAST, A DISTANCE OF 3.25 FEET TO THE WEST LINE OF LOT 8; THENCE SOUTH 0 DEGREES 15 MINUTES 50 SECONDS WEST, A DISTANCE OF 168.5 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 10 SECONDS WEST, A DISTANCE OF 3.25 FEET; THENCE NORTH 0 DEGREES 15 MINUTES 50 SECONDS EAST, A DISTANCE OF 168.5 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL, NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1

AS SET FORTH, DEFINED AND LIMITED IN SECTIONS 2.2(A), 2.2(B), 2.2(C), 2.3 AND 2.5 OF THAT CERTAIN DECLARATION OF RECIPROCAL EASEMENTS AND OPERATING COVENANTS DATED JULY 31, 1985 AND RECORDED AUGUST 16, 1985 AS DOCUMENT 85149087, MADE BY AND AMONG AMALGAMATED TRUST AND SAVINGS BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 21, 1984 AND KNOWN AS TRUST NUMBER 4951 AND LANSING LANDINGS SHOPPING CENTER PARTNERSHIP, LTD., AN ILLINOIS LIMITED PARTNERSHIP, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS AND OPERATING COVENANTS RECORDED DECEMBER 18, 1985 AS DOCUMENT 85329731 MADE BY AND AMONG AMALGAMATED TRUST AND SAVINGS BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 21, 1984 AND KNOWN AS TRUST NUMBER 4951, LANSING LANDINGS SHOPPING CENTER PARTNERSHIP, LTD., AN ILLINOIS LIMITED PARTNERSHIP, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 1985 AND KNOWN AS TRUST NUMBER 65120, HIGHLAND SUPERSTORES, INC., A MICHIGAN CORPORATION, TOYS "R" US, INC., A DELAWARE CORPORATION, SERVICE MERCHANDISE COMPANY, INC., A TENNESSEE CORPORATION, AND HOMEOWNERS WAREHOUSE, INC., A FLORIDA CORPORATION AND AS FURTHER AMENDED BY SECOND AMENDMENT TO SAID DECLARATION RECORDED MARCH 11, 1988 AS DOCUMENT 88103519, AND AS MODIFIED BY ASSUMPTION AGREEMENTS RECORDED OCTOBER 2, 1985 AS DOCUMENT 85216669, OCTOBER 15, 1985 AS DOCUMENT 85235392, OCTOBER 15, 1985 AS DOCUMENT 85235396, AUGUST 16, 1985 AS DOCUMENT 85149097 AND AUGUST 16, 1985 AS DOCUMENT 85149098 FOR THE PURPOSE OF PARKING, INGRESS AND EGRESS, PASSAGE AND ACCOMMODATION OF PEDESTRIANS, "COMMON UTILITY FACILITIES" AND FOR "COMMON AREA IMPROVEMENTS" OVER AND ACROSS "COMMON AREA" AS DEFINED AND LIMITED THEREIN, EXCEPTING FROM SAID "COMMON AREA" THOSE PORTIONS THEREOF FALLING WITHIN PARCEL 1 AFORESAID;

PARCEL 3:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS SET FORTH IN DECLARATION OF RECIPROCAL EASEMENTS AND OPERATING COVENANTS DATED JULY 31, 1985 AND RECORDED AUGUST 16, 1985 AS DOCUMENT 85149087 AFORESAID FOR ALL "CONSTRUCTION", AS DEFINED IN SECTION 4.1; MAINTENANCE AND REPAIR OF PARCEL 1 IMPROVEMENTS AND FOR STORAGE OF MATERIALS AND EQUIPMENT AS SET FORTH, DEFINED AND LIMITED IN SECTION 4.5 OF THE DECLARATION SET FORTH IN PARCEL 2 AFORESAID, AS AMENDED AND ASSUMED, OVER AND ACROSS "COMMON AREAS" AS THAT TERM IS DEFINED AND LIMITED THEREIN, EXCEPTING FROM SAID "COMMON AREA" THOSE PORTIONS THEREOF FALLING WITHIN PARCEL 1 AFORESAID AND/OR FALLING IN LOTS 4 OR 5 IN SAID LANDINGS PLANNED UNIT DEVELOPMENT, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

PERPETUAL, NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS SET FORTH, DEFINED AND LIMITED IN SECTION 3.02 AND 3.03 OF THE AGREEMENT AS HEREIN

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STATED, CREATED IN THE ROAD AND UTILITY RECIPROCAL EASEMENT AGREEMENT MADE BY AND BETWEEN AMALGAMATED TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 21, 1984 AND KNOWN AS TRUST NUMBER 4951 AND RIVER LAND ASSOCIATES, AN ILLINOIS GENERAL PARTNERSHIP, DATED JULY 31, 1985 AND RECORDED AUGUST 16, 1985 AS DOCUMENT 85140984 AND AMENDED BY AMENDMENT TO ROAD AND UTILITY RECIPROCAL EASEMENT AGREEMENT RECORDED SEPTEMBER 30, 1986 AS DOCUMENT 86446672, FOR AN EASEMENT IN, UNDER, UPON AND OVER THAT PORTION OF THE NORTH EDGE ROAD LOCATED ON PARCEL B (AS THEREIN DEFINED) FOR CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ANY AND ALL UTILITIES, INCLUDING, BUT NOT LIMITED TO, WATER, GAS, ELECTRICITY, TELEPHONE AND SANITARY AND STORM SEWER SERVICES AND FACILITIES IN, UNDER, UPON AND OVER THE NORTH EDGE ROAD.

AND

PERPETUAL NON-EXCLUSIVE SUBTERRANEAN EASEMENT UNDER THAT PORTION OF THE SOUTH TWENTY (20) FEET OF PARCEL C (AS THEREIN DEFINED) FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF WATER AND SEWER UTILITIES UNDER THE SOUTH TWENTY FEET OF PARCEL B (AS THEREIN DEFINED) IN ACCORDANCE WITH VILLAGE STANDARDS AND OTHER LEGAL REQUIREMENTS.

PARCEL 5:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS CREATED BY DRAINAGE EASEMENT AGREEMENT DATED JULY 31, 1985 AND RECORDED AUGUST 16, 1985 AS DOCUMENT NO. 85149085, MADE BY AND BETWEEN AMALGAMATED TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 21, 1984 AND KNOWN AS TRUST NUMBER 4951 AND RIVER LAND ASSOCIATES, AN ILLINOIS GENERAL PARTNERSHIP, RELATING TO 2 (TWO) 15 (FIFTEEN) FOOT WIDE EASEMENTS (THE "EASEMENTS") ACROSS THE LAND AS THEREIN DESCRIBED AS PARCEL B, ONE RUNNING FROM THE SOUTHERN BOUNDARY OF PARCEL B TO THE LITTLE CALUMET RIVER PARALLEL AND ADJACENT TO TORRENCE AVENUE, AND THE OTHER RUNNING FROM THE SOUTHERN BOUNDARY OF PARCEL B TO THE LITTLE CALUMET RIVER PARALLEL AND ADJACENT TO THE COMMONWEALTH EDISON PROPERTY, FOR PURPOSES OF INSTALLING SUBTERRANEAN DRAINAGE FACILITIES ALONG SAID EASEMENTS CONSISTING SOLELY OF BURIED CULVERTS, TOGETHER WITH THE RIGHT AND AUTHORITY TO ENTER UPON THE EASEMENTS, WITH SUCH VEHICLES AND EQUIPMENT AS MAY BE NECESSARY OR DESIRABLE TO CONSTRUCT, LAY, MAINTAIN, OPERATE AND REMOVE AT ANY TIME AT AMALGAMATED'S EXPENSE SAID DRAINAGE FACILITIES.

COMMON ADDRESSES:

16841 - 16845 TORRENCE AVENUE, LANSING, ILLINOIS
 16801 - 16807 TORRENCE AVENUE, LANSING, ILLINOIS
 16751 - 16751 TORRENCE AVENUE, LANSING, ILLINOIS
 16793 TORRENCE AVENUE, LANSING, ILLINOIS
 16797 TORRENCE AVENUE, LANSING, ILLINOIS
 16701 - 16747 TORRENCE AVENUE, LANSING, ILLINOIS
 16767 TORRENCE AVENUE, LANSING, ILLINOIS
 16775 - 16785 TORRENCE AVENUE, LANSING, ILLINOIS
 16791 TORRENCE AVENUE, LANSING, ILLINOIS
 16819 - 16825 TORRENCE AVENUE, LANSING, ILLINOIS
 16835 - 16839 TORRENCE AVENUE, LANSING, ILLINOIS
 VACANT PARKING LOT AREA

SITE (UNDER CONST) 16851 TORRENCE AVENUE, LANSING, ILLINOIS

PIN:

30-19-300-014-0000, 30-19-300-018-0000,
 30-19-300-020-0000, 30-19-300-022-0000,
 30-19-300-023-0000, 30-19-300-024-0000, 30-19-300-025-0000,
 30-19-300-026-0000, 30-19-300-027-0000, 30-19-300-028-0000,
 30-19-300-029-0000, 30-19-300-030-0000.

EXHIBIT A (Continued)

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