

Prepared by and after
recording return to:

00089154



Robert G. Goldstein
Thomas G. Jaros
Levenfeld Pearlstein Glassberg
Tuchman Bright Goldstein
& Schwartz, LLC
33 West Monroe
21st Floor
Chicago, IL 60603

12
Gold

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") dated as of February 1, 2000 from by PARTNERS 99, LLC, a Delaware limited liability company ("Borrower") in favor of LASALLE BANK NATIONAL ASSOCIATION (the "Lender") has reference to the following;

WHEREAS, Borrower has executed and delivered to Lender its Construction Line of Credit Note in the maximum principal amount of TWENTY-FIVE MILLION FIVE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$25,500,000.00) dated of even date herewith (the "Note");

WHEREAS, Borrower has also delivered its mortgage (the "Mortgage") to secure the repayment of, among other things, the Note, which Mortgage conveys the premises to Lender described in EXHIBIT A hereto (the "Mortgaged Property");

WHEREAS, Borrower and Lender have also entered into that certain Construction Loan Agreement of even date herewith (the "Loan Agreement") relating to Borrower's construction and development of the Mortgaged Property;

WHEREAS, Borrower desires to further secure (collectively the "Liabilities"): (i) the repayment of the Note, and any amendments, renewals, substitutions or replacements thereto; and (ii) the performance of Borrower's obligations under the Mortgage, the Loan Agreement and the Note.

NOW, THEREFORE, for and in consideration of the above and the mutual agreements herein contained and as further and additional security to the Lender for the repayment and performance of the Liabilities, and in consideration of the sum of ONE DOLLAR (\$1.00) to the Lender in hand paid, the receipt whereof is hereby acknowledged, Lender and Borrower agree as follows:

BOX 333

7823453 D2 case 2 of 3

1. Assignment. Borrower, does hereby sell, assign and transfer unto the Lender:

(a) all Current Leases (as hereinafter defined), future leases, options, contracts or any other agreements relative to the ownership, sale or occupancy of all or any portion of the Mortgaged Property (or any part thereof), whether written or verbal, whether heretofore now or hereafter made or agreed to or which may be made or agreed to by the Lender under the powers granted in this Assignment (the "Leases");

(b) all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits or money as advance rent, for security or as earnest money or as down payment for the purchase of all or any part of the Mortgaged Property) now due and which may hereafter become due under or by virtue of: (i) the Leases; and/or (ii) any letting of, or any agreement for the use and occupancy of, the Mortgaged Property of any part thereof; and

(c) all guaranties of any of the foregoing.

Without in any way limiting the generality of the foregoing, Borrower hereby acknowledges and agrees that the terms "Current Lease" and "Leases" shall specifically include that certain Lease Agreement between Borrower and Rush-Presbyterian-St. Luke's Medical Center dated as of December 10, 1999, as such may be amended, modified, replaced or supplemented from time to time.

2. Representations and Warranties Re: Leases. Borrower agrees, represents and warrants unto Lender, its successors and assigns as follows:

(a) Borrower is the sole owner of the entire lessor's interest under any Leases existing as of the present date with respect to the Mortgaged Property or part thereof (the "Current Leases");

(b) no default exists on the part of lessor or lessee under the terms of any Current Leases 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 Current Leases;

(c) any Current Leases are, and any future Leases will be, valid and enforceable in accordance with their terms and shall remain in full force and effect irrespective of any merger of the interest of lessor and lessee thereunder;

(d) if any Current Leases or future Leases provide for the abatement of rent during repair of the demised Mortgaged Property by reason of fire or other casualty, Borrower shall furnish rental insurance to Lender in amount and form and written by insurance companies as shall be satisfactory to Lender;

(e) Borrower shall perform all of the covenants and agreements as lessor under any Current Leases and any future Leases and shall not suffer or permit to occur, any release of liability of the lessee therein, or any right of the lessee therein to withhold payment of rent;

(f) if so requested by the Lender after default under any Current Leases or any future Leases, the Borrower shall enforce any one or several of the Current Leases and all remedies available to Borrower against the lessee therein named;

(g) all Leases entered into after the date hereof shall be executed in the name of Borrower, as landlord, and, when executed, a copy shall be immediately delivered to Lender.

3. Representations and Warranties Re: Rent. Borrower represents and agrees that no rent has been or will be paid by any person under any Lease for more than one installment in advance and that no payment of rents to accrue for any portion of said Mortgaged Property has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by Borrower. Borrower waives any right of set-off against any person in possession of any portion of the Mortgaged Property. Borrower agrees not to make any other or further assignment of the rents or profits or Leases prior to the release of this Assignment.

4. Further Assurances. Borrower further agrees to execute and deliver immediately upon the request of the Lender, all such further assurances and assignments in the Mortgaged Property as the Lender shall from time to time reasonably require.

5. Absolute Transfer/Def. (u). It is the parties intention to establish an absolute transfer and assignment of the Leases, and all the rents, profits and avails thereof, to the Lender. Borrower hereby irrevocably appoints Lender as its true and lawful attorney in its name and stead to effectuate the purposes of this Assignment. Although it is the intention of the parties that this Assignment is a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Lender shall not exercise any of the rights and powers conferred upon it herein until and unless one or more of the following events shall occur, which shall constitute "Events of Default" hereunder:

(a) default or Event of Default shall occur under the terms of the Note or in the payment or performance of the Liabilities;

(b) default shall occur in performance or observance of any of the agreements or conditions in the Mortgage;

(c) default shall occur in performance or observance of any of the agreements or conditions in the Loan Agreement (or any other agreement referenced therein);

(d) default shall occur in the performance or observance of any of the conditions or agreements hereunder which default continues for 30 days after service of written notice thereof; provided, however, that, if (i) Lender's security in Lender's reasonable judgment is not materially impaired by such default; (ii) such default cannot reasonably be cured within the initial 30-day period, and (iii) Borrower has commenced to cure the default within the initial 30-day period, then Borrower shall be granted an additional 30 days to cure the default and Borrower shall proceed with such cure thereafter in a diligent manner;

(e) default or an Event of Default under any other agreement, security agreement, assignment, instrument or other agreement made by Borrower in favor of Lender;

and in each instance, all applicable cure or grace periods, if any, shall have expired, and nothing herein contained shall be deemed to affect or impair any rights which the Lender may have under said Liabilities or any other instrument herein mentioned.

6. Remedies. Upon the occurrence of an Event of Default, Borrower hereby authorizes Lender to:

(a) direct and instruct each and every present and future lessee or tenant of the whole or any part of the Mortgaged Property to pay all unpaid rental or other amounts agreed upon in any Leases to the Lender directly;

(b) collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter become due under each and all of the Leases and agreements, written or verbal, or other tenancy existing or which may hereafter exist on the Mortgaged Property; and

(c) rent, lease or let all or any portion of the Mortgaged Property to any party or parties at such rental and upon such terms, as Lender in its discretion may determine;

all with the same rights and power and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Lender would have upon taking possession of the Mortgaged Property pursuant to the provisions hereinafter set forth. Borrower hereby releases any tenant who makes payment directly to Lender pursuant to Section 6(a) above for the full amount of any such payment made to Lender and (with respect to any payments actually made by any tenant directly to Lender) said tenant shall be released of its obligations to pay such amounts to Borrower under its respective lease.

7. Special Remedies. In any case in which under the provisions of the Mortgage the Lender has a right to institute foreclosure proceedings, forthwith, upon demand of the Lender, Borrower agrees to surrender to the Lender and the Lender shall be entitled to take actual possession of the Mortgaged Property or any part thereof personally, or by its agents or attorneys, and Lender in its discretion may:

(a) with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of the Mortgaged Property, together with all the documents, books, records, papers and accounts of Borrower or then owner of the Mortgaged Property relating thereto;

(b) exclude the Borrower, its agents or servants, wholly therefrom; and

(c) as attorney in fact or agent of the Borrower, or in its own name as Lender and under the powers herein granted, hold, operate, manage and control the Mortgaged Property and conduct

the business, if any, thereof either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of security of the avails, rents, issues and profits of the Mortgaged Property, including: (i) actions for the recovery of rent, actions in forcible detainer and actions in distress of rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, (ii) cancellation or termination of any Lease or sublease for any cause or on any ground which would entitle Borrower to cancel the same; (iii) disaffirm any Lease or sublease made subsequent to the Mortgage or subordinated to the lien thereof; (iv) making all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Mortgaged Property that may seem judicious, in its discretion; and/or (v) insuring and reinsuring the same for all risks incidental to Lender's possession, operation and management and to receive all such avails, rents, issues and profits

8. Application of Rents. The Lender in the exercise of the rights and powers conferred upon it by this Assignment shall have full power to use and apply the avails, rents, issues and profits of the Mortgaged Property to the payment of or on account of the following, in such order as the Lender may determine:

(a) To the payment of the operating expenses of the Mortgaged Property, including cost of management and leasing thereof (which shall include reasonable compensation to the Lender and its agent or agents, if management be delegated to an agent or agents, and it shall also include Lease commissions and other compensation and expenses of seeking and procuring tenants and entering into Leases establishing claims for damages, if any, and premiums on insurance hereinabove authorized);

(b) To the payment of all construction, repairs, decorating, renewals, replacements, alterations, additions, or betterments, and improvements of the premises, including, without limitation, the cost from time to time of installing or replacing such fixtures, furnishings and equipment therein, and of placing the Mortgaged Property in such condition as will, in the reasonable judgment of the Lender, make it readily rentable;

(c) To the payment of the Liabilities and any other indebtedness secured by the Mortgage or any deficiency which may result from any foreclosure sale.

9. No Obligation, Indemnity. The Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any Leases relating to the Mortgaged Property, and Borrower shall and does hereby agree to indemnify and hold the Lender harmless of and from any and all liability, loss or damage which it may or might incur under any Lease or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases. Should the Lender incur any such liability, loss or damage, under said Leases or under or by reason of the assignment thereof, or in the defense of any claims

or demands, Borrower agrees to reimburse the Lender for the amount thereof, including direct costs, direct expenses and reasonable attorneys' and paralegals' fees, immediately upon demand.

10. Remedies Cumulative, Governing Law. It is understood and agreed that the provisions set forth in this Assignment herein shall be deemed a special remedy given to the Lender, and shall not be deemed exclusive of any of the remedies granted in the Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted and elsewhere granted in any instrument securing the Liabilities, all of which remedies shall be enforceable concurrently or successively. This Assignment shall be governed by and construed under the laws of the State of Illinois.

11. Notices. Any notice required hereunder shall be served as set forth in the Loan Agreement.

12. Mortgagee-In-Possession. Nothing herein contained shall be construed as constituting the Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Mortgaged Property by the Lender pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted to the Lender, no liability shall be asserted or enforced against the Lender, all such liability being expressly waived and released by Borrower.

13. Successors and Assigns, Joint and Several. Whenever the word "Borrower" is mentioned herein, it is hereby understood that the same includes and shall be binding upon their successors and assigns (including successors by consolidation), and any party or parties holding title to the Mortgaged Property by, through or under them. All of the rights, powers, privileges and immunities granted and assigned to the Lender shall also inure to its successors and assigns, including all holders, from time to time, of the Note or the Liabilities. If this instrument is executed by more than one person or entity, all obligations and undertakings of Borrower herein shall be joint and several. Further, the term "Note" as used herein shall also be read to refer to any note or instrument executed in renewal, substitution, amendment or replacement thereto.

14. No Merger. It is expressly understood that no judgment or decree which may be entered on any debt secured or intended to be secured by the Mortgage shall operate to abrogate or lessen the effect of this instrument, but the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured by the Mortgage, in whatever form the said indebtedness may be until the indebtedness secured by the Mortgage shall have been paid in full and all bills incurred by virtue of the authority herein contained have been fully paid out of rents, issues and profits of the Mortgaged Property, or by Borrower, or until such time as this instrument may be voluntarily released. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless the indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption.

15. Fees and Expenses. In the event that the Lender incurs any reasonable costs (including attorneys' and paralegals' fees, court costs and advances) to enforce the provisions of this Assignment, the Borrower on demand by the Lender, immediately shall reimburse the Lender

therefor. Borrower's liability for all reasonable expenses and fees hereunder shall also extend to the collection of any judgment which shall result from Lender's enforcement of its rights and remedies under this Assignment.

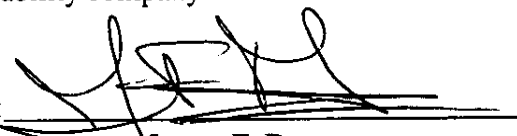
16. Line of Credit/Future Advances. The Note evidences a "line of credit" loan, and this Assignment secures not only the indebtedness from the Borrower to the Lender existing on the date of this Assignment, but also all future advances under said line of credit loan (or any extension, substitution, renewal or amendment thereto), whether such advances are obligatory or are to be made at the option of the Lender, or otherwise, as are made within twenty years from the date of this Assignment, to the same extent as if such future advances were made on the date of the execution of this Assignment, even though there may be no advance under the line of credit loan made at the time of the execution of this Assignment and even though there may be no indebtedness outstanding under the line of credit loan at the time any advance is made.

17. Forum Selection. BORROWER AND LENDER IRREVOCABLY AGREE THAT, ALL ACTIONS OR PROCEEDINGS IN ANY WAY OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS ASSIGNMENT SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE COUNTY OF COOK, STATE OF ILLINOIS. BORROWER AND LENDER HEREBY CONSENT TO THE JURISDICTION OF ANY LOCAL, STATE, OR FEDERAL COURT LOCATED WITHIN SAID COUNTY AND STATE AND WAIVE ANY OBJECTION THEY MAY HAVE BASED ON IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY PROCEEDING HEREUNDER.

18. Jury Waiver. BORROWER AND LENDER IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING: (a) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS ASSIGNMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith; OR (b) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS ASSIGNMENT OR ANY SUCH AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

IN WITNESS WHEREOF, this Assignment has been delivered as of the date first set forth above.

BORROWER:
PARTNERS 99, LLC, a Delaware limited liability company

By: 
Name: James F. Dorsey
Title: Managing Member

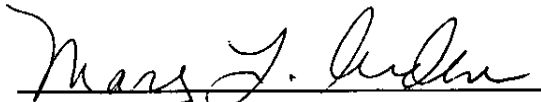
UNOFFICIAL COPY

00089154

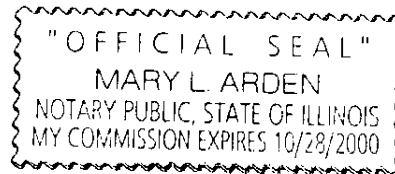
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James F. Dorsey, the Managing Member of PARTNERS 99, LLC, a Delaware limited liability company, 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 before me that (s)he signed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 1st day of February, 2000.



Notary Public



H:\Docs\31400\31430\Final\ASSIGN-RENT-FINAL.doc

Property of Cook County Clerk's Office

EXHIBIT A 00082114
UNOFFICIAL COPY



CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007823453 D2

STREET ADDRESS:

CITY:

COUNTY: COOK

TAX NUMBER:

LEGAL DESCRIPTION:

PARCEL 1:

LOT 1, 2, AND 3, EXCEPT THE SOUTH 11.50 FEET OF SAID LOT 3, LOT 4, EXCEPT THE NORTH 8.50 FEET OF SAID LOT 4 AND LOT 5 IN BLOCK 6 AND LOTS 1 TO 5, INCLUSIVE, IN BLOCK 7 TOGETHER WITH THE NORTH AND SOUTH 18 FOOT PUBLIC ALLEY VACATED PER DOCUMENT NO. 20181526 LYING BETWEEN THE EAST LINE OF SAID BLOCK 6 AND THE WEST LINE OF SAID BLOCK 7, LYING SOUTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF THE AFORESAID LOT 1 IN SAID BLOCK 7, AND LYING NORTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 11.50 FEET OF THE AFORESAID LOT 3 IN SAID BLOCK 6, ALL IN W.J. WILSON'S ADDITION TO OAK PARK BEING A SUBDIVISION IN SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

THAT PART OF THE VACATED NORTH AND SOUTH 18 FOOT PUBLIC ALLEY LYING BETWEEN THE EAST LINE OF BLOCK 6 AND THE WEST LINE OF BLOCK 7, LYING SOUTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 11.50 FEET OF LOT 3 IN SAID BLOCK 6, LYING NORTH OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 5 IN SAID BLOCK 6 TO THE SOUTHWEST CORNER OF LOT 5 IN SAID BLOCK 7 ALL IN W.J. WILSON'S ADDITION TO OAK PARK, BEING A SUBDIVISION IN SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED BY ORDINANCE RECORDED DECEMBER 21, 1999 AS DOCUMENT NUMBER 09184813 AND RERECORDED JANUARY 26, 2000 AS DOCUMENT NUMBER 00065870;

ALSO

THAT PART OF THE VACATED EAST AND WEST 20 FOOT PUBLIC ALLEY LYING BETWEEN THE SOUTH 11.50 FEET OF LOT 3 AND THE NORTH 8.50 FEET OF LOT 4 IN BLOCK 6 IN W. J. WILSON'S ADDITION TO OAK PARK, BEING A SUBDIVISION IN SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED BY ORDINANCE RECORDED DECEMBER 21, 1999 AS DOCUMENT NUMBER 09184813 AND RERECORDED JANUARY 26, 2000 AS DOCUMENT NUMBER 00065870;

ALSO

THAT PART OF WEST MONROE STREET VACATED PER DOCUMENT NUMBER 20181526 IN W. J. WILSON'S ADDITION TO OAK PARK LYING EAST OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 9 IN BLOCK 3 TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 6 AND LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 9 IN BLOCK 2 TO THE NORTHEAST CORNER OF LOT 1 IN BLOCK 7, DESCRIBED AS FOLLOWS:

LEGALD

UNOFFICIAL COPY



CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007823453 D2
 STREET ADDRESS:
 CITY: COUNTY: COOK
 TAX NUMBER:

LEGAL DESCRIPTION:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 7 AFORESAID; THENCE NORTH 66.00 FEET TO THE SOUTHEAST CORNER OF LOT 9 IN BLOCK 2 AFORESAID THENCE WEST, ALONG THE SOUTH LINE OF LOT 9 AFORESAID AND ITS WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 9 IN BLOCK 3 AFORESAID, 216.90; THENCE SOUTH PERPENDICULAR TO THE AFORESAID LINE, 32.20 FEET; THENCE WEST, PERPENDICULAR TO THE AFORESAID LINE, 142.03 FEET TO A POINT ON THE LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 9 IN BLOCK 3 AFORESAID TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 6 AFORESAID; THENCE SOUTH ON THE AFORESAID DESCRIBED LINE 33.80 FEET TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 6 AFORESAID; THENCE EAST, ALONG THE NORTH LINE OF LOT 1 IN BLOCK 6 AFORESAID AND ITS EASTERLY EXTENSION AND THE NORTH LINE OF LOT 1 IN BLOCK 7 AFORESAID, 359.06 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, SAID ADDITION BEING A SUBDIVISION IN SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS IN COOK COUNTY, ILLINOIS.

PARCEL 2:

AN EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN ACCESS TO, INGRESS AND EGRESS OVER THE WISCONSIN AVENUE EASEMENT AREA DESCRIBED AS FOLLOWS:

THAT PORTION OF WISCONSIN AVENUE LYING WEST OF AND ADJACENT TO LOTS 24 TO 35 OF THE SUBDIVISION OF BLOCK 2 IN WALLEN AND PROBST'S ADDITION TO OAK PARK, A SUBDIVISION OF PART OF LOT 1 IN B.F. JERVIS' SUBDIVISION OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 (EXCEPT THE WEST 1/2 OF THE SOUTHWEST 1/4) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

NON-EXCLUSIVE PERPETUAL RIGHT AND EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL FOR THE PURPOSE OF PEDESTRIAN AND VEHICULAR ACCESS TO AND INGRESS AND EGRESS OVER, ACCESS THERETO AND THE PERETUAL RIGHT AND EASEMENT TO PARK VEHICLES WITHIN THE PARKING GARAGE DESCRIBED AS FOLLOWS:

ALL OF LOTS 24 TO 35, BOTH INCLUSIVE, IN BLOCK 2 IN THE SUBDIVISION OF BLOCKS 1, 2, 3, 4, 5, 6, 7, 8 AND 9 OF WALLEN AND PROBST'S ADDITION TO OAK PARK IN THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

UNOFFICIAL COPY 00089151



CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007823453 D2
STREET ADDRESS:
CITY: COUNTY: COOK
TAX NUMBER:

LEGAL DESCRIPTION:

PARCEL 4:

PERPETUAL RIGHT AND EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL FOR THE PURPOSE OF PEDESTRIAN AND VEHICULAR ACCESS TO AND INGRESS AND EGRESS OVER, AND CONSTRUCTION, MAINTENANCE, REPAIR AND REPLACEMENT OF A SURFACE PARKING LOT AND THE PERPETUAL RIGHT AND EASEMENT TO PARK VEHICLES THEREON, DESCRIBED AS FOLLOWS:

LOT 5 (EXCEPT THE NORTH 43 FEET THEREOF) TOGETHER WITH LOTS 6 TO 9, INCLUSIVE, IN BLOCK 4 IN W.J. WILSON'S ADDITION TO OAK PARK, A SUBDIVISION OF ALL OF LOT 1 (EXCEPT THE EAST 40 ACRES THEREOF) IN THE SUBDIVISION OF SECTION 18 (EXCEPT THE WEST 1/2 OF THE SOUTHWEST 1/4 THEREOF), TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 5:

EXCLUSIVE RIGHT AND EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL FOR THE PURPOSE OF CONNECTING THE PEDESTRIAN CORRIDOR TO THE HOSPITAL AS DISCLOSED ON EXHIBIT "C" ATTACHED TO SAID AGREEMENT

PARCEL 6:

EXCLUSIVE RIGHT AND EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL FOR THE PURPOSE OF PEDESTRIAN ACCESS, INGRESS AND EGRESS THROUGH THE PEDESTRIAN CORRIDOR (WHEN COMPLETED) BETWEEN THE MEDICAL OFFICE BUILDING AND THE HOSPITAL AS DISCLOSED ON SKETCH ATTACHED AS EXHIBIT "C" TO SAID AGREEMENT.

PARCEL 7:

MUTUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL UPON, UNDER, OVER, ACROSS AND ALONG A STRIP OF LAND FIFTEEN (15) FEET INTO EACH OF THE PARTNERS 99 PROPERTY AND THE HOSPITAL PROPERTY FOR THE PURPOSE OF CONTINUED MAINTENANCE OF THE EASEMENT AND IMPROVEMENTS.

LEGALD



00989154
UNOFFICIAL COPY
CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007823453 D2
STREET ADDRESS:
CITY: COUNTY: COOK
TAX NUMBER:

LEGAL DESCRIPTION:

PARCEL 8:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL IN, OVER, UNDER, UPON, AND ACROSS THE DRIVEWAY EASEMENT AREA AS DISCLOSED ON EXHIBIT "C" OF SAID AGREEMENT FOR THE PURPOSE OF CONSTRUCTING AND INSTALLING A DRIVEWAY, SIDEWALKS AND OTHER IMPROVEMENTS.

PARCEL 9:

MUTUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL IN, OVER, UNDER, UPON, AND ACROSS THE DRIVEWAY EASEMENT AREA AS DISCLOSED ON EXHIBIT "C" OF SAID AGREEMENT FOR THE PURPOSE OF PEDESTRIAN AND VEHICULAR ACCESS, INGRESS AND EGRESS OVER THE DRIVEWAY AND SIDEWALKS LOCATED THEREIN.

PARCEL 10:

TEMPORARY CONSTRUCTION EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL AREA AS DISCLOSED ON EXHIBIT "C" OF SAID AGREEMENT FOR THE PURPOSE OF ENTERING ONTO THE HOSPITAL PROPERTY FOR THE DEVELOPMENT OF ANY IMPROVEMENTS ON THE PARTNERS 99 PROPERTY DURING CONSTRUCTION AND DEVELOPMENT OF THE PARTNERS 99 PROPERTY AND THE IMPROVEMENTS THEREON.

PINS: 16-18-110-006-0000
16-18-110-007-0000
16-18-110-015-0000
16-18-110-016-0000
16-18-110-017-0000
16-18-110-022-0000
16-18-110-023-0000
16-18-110-024-0000