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Cook County Recorder 133.00

Prepared by:
Joel T. Cooper
Freeborn & Peters
311 South Wacker Drive
Chicago, Illinois 60606



00209769

After recording return to:
Gary Whittington, Esq.
AEGON USA Realty Advisors, Inc.
4333 Edgewood Road, N.E.
Cedar Rapids, Iowa 52499-5223

MODIFICATION AGREEMENT

Handwritten signature and initials

725607702 case 395

GREAT LAKES REIT, L.P.,
Mortgagor,

having an office at
823 Commerce Drive
Oak Brook, Illinois 60523

to

AUSA Life Insurance Company, Inc.,
a New York life insurance company,
Mortgagee,

having an administrative office
c/o AEGON USA Realty Advisors, Inc.
4333 Edgewood Road, N.E.
Cedar Rapids, Iowa 52499-5443

and a home office in Purchase, New York

Property of Cook County Clerk's Office

BOX 333-CTT

AUSA/Great Lakes

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT is made as of this 23rd day of March, 2000 by and between AUSA LIFE INSURANCE COMPANY, INC., a New York Life Insurance company having an administrative office c/o AEGON USA Realty Advisors, Inc., 4333 Edgewood Road, N.E., Cedar Rapids, Iowa, 52499-5223 ("**Lender**"), and GREAT LAKES REIT, L.P., a Delaware limited partnership, 823 Commerce Drive, Suite 300, Oak Brook, Illinois, 60523 ("**Borrower**").

WITNESSETH

WHEREAS, Borrower and Lender have entered into that certain Loan Agreement dated December 1, 1998 (the "**Loan Agreement**") under and pursuant to which Lender agreed to loan to Borrower \$75,000,000 (the "**Loan**"); and

WHEREAS, the Loan is evidenced and/or secured by, among other things, the following documents (the following, together with the Touhy Loan Documents (as hereinafter defined) and all other Loan Documents as described in the Loan Agreement, all as modified in accordance with the terms and provisions of this Modification Agreement, are hereinafter collectively referred to as the "**Loan Documents**"):

1. That certain Promissory Note dated December 1, 1998 made by Borrower in favor of Lender (the "**Note**");
2. That certain Mortgage and Security Agreement dated December 1, 1998 (the "**Illinois Mortgage**") made by Borrower in favor of Lender, and recorded with the Cook County Recorder of Deeds as Document No. 08109146, recorded with the Lake County Recorder of Deeds as Document No. 4251430, and recorded with the DuPage County Recorder of Deeds as Document No. R98-255587. The Illinois Mortgage encumbers the parcels of property legally described on **EXHIBIT A** attached hereto (collectively, the "**Illinois Property**");
3. That certain Absolute Assignment of Leases and Rents dated December 1, 1998 (the "**Illinois Assignment of Leases**") made by Borrower in favor of Lender and recorded with the Cook County Recorder of Deeds as document number 08109147, recorded with the Lake County Recorder of Deeds as document number 4251431, and recorded with the DuPage County Recorder of Deeds as document number R98-255588. The Illinois Assignment of Leases encumbers the Illinois Property;
4. That certain Mortgage and Security Agreement dated December 1, 1998 (the "**Wisconsin Mortgage**") and recorded with the Milwaukee County Recorder of Deeds as document number 7645693. The Wisconsin Mortgage encumbers the parcels of property

legally described on **EXHIBIT B** attached hereto (collectively, the “**Wisconsin Property**”);

5. That certain Assignment of Leases and Rents dated December 1, 1998 (the “**Wisconsin Assignment of Leases**”) made by Borrower in favor of Lender and recorded with the Milwaukee County Recorder of Deeds as document number 764569. The Wisconsin Assignment of Leases encumbers the Wisconsin Property;

6. That certain Mortgage and Security Agreement dated December 1, 1998 (the “**Michigan Mortgage**”) made by Borrower in favor of Lender and recorded with the Oakland County Recorder of Deeds in liber 19258, page 580. The Michigan Mortgage encumbers the parcels of property legally described on **EXHIBIT C** attached hereto (collectively, the “**Michigan Property**”)

7. That certain Absolute Assignment of Leases and Rents dated December 1, 1998 (the “**Michigan Assignment of Leases**”) made by Borrower in favor of Lender and recorded with the Oakland County Recorder of Deeds in liber 19258, page 624. The Michigan Assignment of Leases encumbers the Michigan Property;

8. Related UCC Financing Statements;

9. That certain Guaranty and Indemnity Agreement dated December 1, 1998 (the “**Guaranty**”) made by Great Lakes REIT, a Maryland business trust (“**Carveout Obligor**”) in favor of Lender;

10. That certain Environmental Indemnity Agreement dated December 1, 1998 (the “**Environmental Indemnity**”) made by Borrower and Carveout Obligor in favor of Lender; and

11. That certain Borrower’s Certificate dated December 1, 1998 (“**Borrower’s Certificate**”) made by Borrower in favor of Lender; and

WHEREAS, Borrower has requested Lender to partially release the lien of the Illinois Mortgage from those parcels of the Illinois Property commonly known as “Woodcreek I” and “Woodcreek II” and legally described on **EXHIBIT D** attached hereto (collectively, the “**Woodcreek Properties**”); and

WHEREAS, Lender is so willing to release the lien of the Illinois Mortgage from the Woodcreek Properties provided that Borrower grant to Lender, among other things, a first mortgage lien upon the property legally described on **EXHIBIT E** attached hereto (the “**Touhy Property**”) and all other conditions set forth in this Modification Agreement are fully satisfied; and

NOW THEREFORE, in consideration of the provisions hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties

hereto agree as follows:

1. **Recitals.** The Recitals set forth above are hereby incorporated herein and made a part hereof.
2. **Definitions.** Except as otherwise set forth herein, all capitalized terms shall have the meanings ascribed to such terms as capitalized terms in the Loan Agreement.
3. **Reaffirmation.** Except as specifically set forth herein, all of the Loan Documents shall remain unmodified and in full force and effect, and subject to the terms and provisions herein contained, each of the parties thereto hereby reaffirms, confirms, certifies and remakes, as of the date of this Agreement, each of its respective duties, obligations, covenants, agreements, representations and warranties set forth in the Loan Documents, it being acknowledged and agreed by the parties hereto that this Modification Agreement is intended to modify each of the Loan Documents to the extent set forth herein and in accordance with the terms and provisions hereof, and this Modification Agreement shall not act in any manner, whether by implication or otherwise, as any novation and/or waiver or release by Lender of any of the parties to said Loan Documents from any of their respective duties, obligations, covenants, agreements, representations and warranties set forth in any of the Loan Documents except to the extent as may be expressly provided in this Modification Agreement.
4. **Further Security.** The Loan Documents are hereby amended to additionally evidence and/or secure the respective obligations, covenants and agreements of each of the parties hereto set forth in this Modification Agreement, all of which obligations, covenants and agreements set forth herein shall be deemed to be incorporated by reference into the Loan Documents as if the same were fully set forth therein in their entirety.
5. **Touhy Property Loan Documents.** Concurrent with the execution and delivery by Borrower and Carveout Obligor of this Modification Agreement, and as an express condition to the execution and delivery by Lender of this Modification Agreement and the release of the lien of the Illinois Mortgage from the Woodcreek I and II properties (said partial release of the lien of the Illinois Mortgage being herein referred to as the "**Partial Release**"), Borrower shall deliver or cause to be delivered to Lender the following:
 - i. Mortgage and Security Agreement made by Borrower in favor of Lender encumbering the Touhy Property (the "**Touhy Mortgage**");
 - ii. Absolute Assignment of Leases and Rents recorded against the Touhy Property;
 - iii. UCC Fixture Financing Statement covering the Touhy Property;
 - iv. A lenders policy of title insurance (the "**Touhy Loan Policy**") issued by Chicago Title Insurance Company (by its agent, American Title Company) in the amount of

\$13,200,000 insuring Lender that the Touhy Mortgage will be a prior lien upon fee simple title to the Touhy Property, subject to no liens, claims, exceptions or encumbrances except such liens, claims, exceptions and encumbrances as are expressly approved in writing by Lender and containing such endorsements as may be required by Lender, including, without limitation a specific tie-in endorsement to Lender's existing title insurance policy issued by Chicago Title Insurance Company (Policy No. 776952400) in a form and substance acceptable to Lender;

v. An opinion of the attorney for Borrower and Carveout Obligor to the effect that:

(a) Borrower is a duly formed limited partnership under the laws of the state of Delaware, validly existing, in good standing and fully qualified to do business in the State of Illinois and has the authority to enter into the obligations contemplated by this Agreement, the Touhy Loan Documents and the other Loan Documents and the obligations contemplated thereby.

(b) Carveout Obligor is a duly formed business trust under the laws of the state of Maryland, validly existing, in good standing and fully qualified to do business in the State of Illinois and has the authority to enter into the obligations contemplated by this Agreement, the Touhy Loan Documents and the other Loan Documents and the obligations contemplated thereby.

(c) This Agreement and the Touhy Loan Documents, as applicable, have been duly authorized, executed and delivered by Borrower and Carveout Obligor and constitute the legal valid and binding obligations of Borrower and Carveout Obligor, as the case may be, enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency, and other laws affecting creditors' rights.

(d) The execution and delivery of this Agreement and the Touhy Loan Documents and the carrying out of the transactions contemplated hereby and thereby will not violate, conflict with or constitute a default under any agreement to which Borrower or Carveout Obligor is a party or by which any of them may be bound.

(e) There are no actions, suits or proceedings pending, or, to said counsel's knowledge, threatened against Borrower, Carveout Obligor or the Touhy Property, either at law or in equity or before or by any governmental authority; and there are no other matters which would substantially impair the ability of Borrower or Carveout Obligor to pay when due any amounts which may become payable under the Loan or Guaranty. and

(f) Such other matters as reasonably requested by Lender or counsel to Lender.

vi. Such other documents, instruments, certificates and undertakings as Lender may reasonably require.

6. **Substitution of Legal Descriptions.** The Loan Agreement is amended such that the legal descriptions for the Woodcreek Properties included as part of Exhibit A attached thereto are hereby deleted and the legal description for the Touhy Property is substituted in lieu thereof. Additionally, wherever in any other Loan Document there is attached as an Exhibit the legal descriptions for the Woodcreek Properties, the same are deleted and the legal description for the Touhy Property is substituted in lieu thereof.

7. **Costs.** Borrower hereby agrees to pay upon demand all expenses, charges, costs and fees relating to the negotiation and documentation hereof, including all reasonable attorneys' fees (and costs) incurred by Lender in connection with this Agreement and the consummation of the transaction contemplated hereby, all recording fees and expenses, title insurance charges and premiums, and all other expenses, charges, costs and fees referred to in or necessitated by the terms of this Agreement.

8. **Jury Waiver.** EACH OF BORROWER AND CARVEOUT OBLIGOR WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS HEREUNDER, UNDER THE LOAN DOCUMENTS OR ARISING FROM THE LENDING RELATIONSHIP EXISTING IN CONNECTION WITH THE LOAN OR UNDER THE LOAN DOCUMENTS, AND EACH OF BORROWER AND CARVEOUT OBLIGOR AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY.

9. **Binding Effect.** The parties hereto agree that the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, and the invalidity, illegality or unenforceability of any provision of this Agreement shall not affect or impair the validity, legality or enforceability of the remainder of this Agreement, and to this end, the provisions of this Agreement shall be deemed to be severable.

11. **Miscellaneous.**

- i. All references to the "Loan" in the Loan Agreement, Note and all of the other Loan Documents shall be deemed to refer to the Loan, as amended by this Agreement.
- ii. All references to the "Loan Agreement" in the Note and all of the other Loan Documents shall be deemed to refer to the Loan Agreement, as amended by this Agreement.
- iii. All references to the "Note" in the Loan Agreement and all of the other Loan

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Documents shall be deemed to refer to the Note, as amended by this Agreement.

iii. All references to the any of the other "Loan Documents" in any Loan Document shall be deemed to refer to the Loan Documents, as amended by this Agreement.

iv. Except as otherwise provided herein, the Note, Mortgage and all of the other Loan Documents shall remain in full force and effect in accordance with their respective terms.

IN WITNESS WHEREOF, the parties have executed this Modification Agreement as of the day and year first above written.

LENDER:

AUSA LIFE INSURANCE
COMPANY, INC.,

By: Anna L. Natch VP

BORROWER:

GREAT LAKES REIT, L.P.,
a Delaware limited partnership

By: Great Lakes REIT, a Maryland
business trust

By: James Huis, Treasurer

JOINDER

FOR VALUE RECEIVED, the undersigned, GREAT LAKES REIT, a Maryland business trust, hereby joins in this Modification Agreement for purposes of being bound to all of the terms and provisions hereof to the extent same modify or amend the Loan Documents to which the undersigned are a party or otherwise bound.

23rd IN WITNESS WHEREOF, the undersigned has signed and delivered this Joinder as of this day of March, 2000.

GREAT LAKES REIT, a Maryland
business trust

By: James Huis, Treasurer

SCHEDULE OF EXHIBITS

- A **Legal Descriptions of Illinois Property**
- B **Legal Descriptions of Wisconsin Property**
- C **Legal Descriptions of Michigan Property**
- D **Legal Descriptions of Woodcreek Properties**
- E **Legal Descriptions of Touhy Property**

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

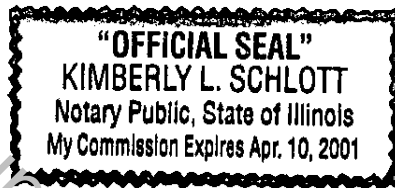
I, Kimberly Schlott, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas L. Nordstrom the Vice President of AUSA Life Insurance Company, Inc appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said _____, for the uses and purposes therein

Given under my hand and Notarial Seal this 23rd day of March, 2000.

Kimberly L. Schlott
Notary Public

My Commission Expires:

4-10-01



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

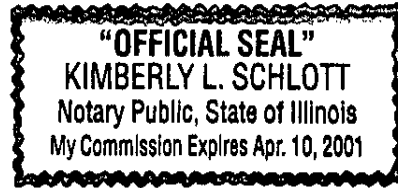
I, Kimberly Schlott, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James Hicks, the Treasurer of Great Lakes REIT, L.P. appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said _____, for the uses and purposes therein

Given under my hand and Notarial Seal this 23rd day of March, 2000.

Kimberly L. Schlott
Notary Public

My Commission Expires:

4-10-01



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EXHIBIT A

LEGAL DESCRIPTIONS - ILLINOIS PROPERTIES

ARLINGTON RIDGE /

LOT 1 IN E. A. VETO'S SUBDIVISION OF PART OF THE SOUTH WEST ¼ OF THE NORTH EAST ¼ OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NUMBER: 03-07-200-050

ONE HAWTHORNE PLACE

LOT 1 IN NEW CENTURY TOWN UNIT ONE, BEING A SUBDIVISION OF PARTS OF SECTIONS 32 AND 33, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1973 AS DOCUMENT 1641342, IN BOOK 53 OF PLATS, PAGES 26, 27 AND 28, IN LAKE COUNTY, ILLINOIS.

PIN NUMBER: 11-33-303-003

WOODCREEK I

PARCEL ONE: LOT 2 IN WOODCREEK BUSINESS PARK RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1 THROUGH 14 AND VACATED EDGE BROOK PLACE IN WOODCREEK BUSINESS PARK, BEING A SUBDIVISION OF PARTS OF SECTIONS 25 AND 36, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 28, 1981 AS DOCUMENT R81-40687, SAID WOODCREEK BUSINESS PARK RESUBDIVISION RECORDED SEPTEMBER 22, 1983 AS DOCUMENT R83-68220 IN DUPAGE COUNTY, ILLINOIS.

PARCEL TWO: EASEMENT FOR USE OF THE "WATER DETENTION AREA" AS SET FORTH ON THE PLAT OF WOODCREEK BUSINESS PARK RESUBDIVISION AFORESAID, ALLOWING FOR THE FLOW AND DIFFUSION OF SURFACE WATER RUN-OFF AND DRAINAGE, AS ESTABLISHED IN THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS RECORDED FEBRUARY 14, 1983 AS DOCUMENT NO. R83-08112, AS AMENDED BY FIRST AMENDMENT RECORDED AS DOCUMENT NO. R83-74680, AND ALSO AS AMENDED BY INSTRUMENT RECORDED NOVEMBER 6, 1996 AS DOCUMENT R96-181998.

PIN NUMBER: 05-25-414-007

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WOODCREEK II

PARCEL ONE: LOT 3 IN WOODCREEK BUSINESS PARK RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1 THROUGH 14 AND VACATED EDGE BROOK PLACE IN WOODCREEK BUSINESS PARK, BEING A SUBDIVISION OF PARTS OF SECTIONS 25 AND 36, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 28, 1981 AS DOCUMENT R81-40687, SAID WOODCREEK BUSINESS PARK RESUBDIVISION RECORDED SEPTEMBER 22, 1983 AS DOCUMENT R83-68220 IN DUPAGE COUNTY, ILLINOIS.

PARCEL TWO: EASEMENT FOR USE OF THE "WATER DETENTION AREA" AS SET FORTH ON THE PLAT OF WOODCREEK BUSINESS PARK RESUBDIVISION AFORESAID, ALLOWING FOR THE FLOW AND DIFFUSION OF SURFACE WATER RUN-OFF AND DRAINAGE, AS ESTABLISHED IN THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS RECORDED FEBRUARY 14, 1983 AS DOCUMENT NO. R83-08112, AS AMENDED BY FIRST AMENDMENT RECORDED AS DOCUMENT NO. R83-74680, AND ALSO AS AMENDED BY INSTRUMENT RECORDED NOVEMBER 6, 1996 AS DOCUMENT R96-181998.

PIN NUMBER: 05-36-201-012

✓ 3400 DUNDEE ROAD

PARCEL 1:

THE NORTH 1 ACRE OF THE WEST 2 ACRES OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 16 FEET OF THE SOUTH 1 ACRE OF THE WEST 2 ACRES (EXCEPT THE SOUTH 50 FEET OF THE WEST 16 FEET) OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE WEST 4 ACRES (EXCEPT THEREFROM THE FOLLOWING: THE NORTH 1 ACRE OF THE WEST 2 ACRES THEREOF; THE WEST 16 FEET OF THE SOUTH 1 ACRE OF THE WEST 2 ACRES THEREOF, AND THE SOUTH 50 FEET THEREOF) OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT AS CREATED BY NON-EXCLUSIVE EASEMENT AGREEMENT BETWEEN THE VILLAGE OF NORTHBROOK, LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBUARY 16, 1978 AND KNOWN AS TRUST NUMBER 10-33602-09, AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 8, 1983 AND KNOWN AS TRUST NUMBER 60300, DATED SEPTEMBER 11, 1985 AND RECORDED DECEMBER 12, 1985 AS DOCUMENT 85320712, FOR INGRESS, EGRESS, DRIVEWAY AND OFF-STREET PARKING OVER PORTIONS OF THE FOLLOWING LEGAL DESCRIPTIONS:

PARCEL "A":

THE WEST 2 ACRES (EXCEPT THE SOUTH 50 FEET THEREOF) OF THE EAST 4 ACRES OF THE WEST 10 ACRES OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

PARCEL "B":

THE EAST 2 ACRES OF THE WEST 6 ACRES OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 50 FEET THEREOF TAKEN IN CASE NO. 70L1934, BY THE COUNTY OF COOK), IN COOK COUNTY, ILLINOIS.

PIN NUMBERS: 04-05-304-014; 04-05-304-019 and 04-05-304-020

2 MARRIOT DRIVE

THAT PART OF THE NORTHEAST ¼ OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT A POINT ON THE CENTER LINE OF MILWAUKEE AVENUE (AS OF AUGUST 26, 1948) WHICH IS SOUTH 15 DEGREES 06 MINUTES 15 SECONDS EAST (OLD DEEDS), 813.60 FEET FROM THE POINT OF INTERSECTION OF SAID CENTER LINE WITH THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 22 FOR A POINT OF BEGINNING; THENCE NORTH 89 DEGREES 25 MINUTES 30 SECONDS EAST (OLD DEEDS), TOWARD A POINT ON THE EAST LINE OF SAID NORTHEAST ¼ 764.05 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, SAID COURSE HEREINAFTER REFERRED TO AS THE "FIRST COURSE", A DISTANCE OF 516.67 FEET, MORE OR LESS, TO A POINT ON A LINE DRAWN PARALLEL WITH THE CENTER LINE OF MILWAUKEE AVENUE AND 500.00 FEET NORTHEASTERLY THEREFROM, MEASURED AT RIGHT ANGLES, THERETO; THENCE NORTHWESTERLY ALONG SAID LINE DRAWN PARALLEL TO THE CENTER LINE OF MILWAUKEE AVENUE, A DISTANCE OF

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300 FEET; THENCE WEST ALONG A LINE PARALLEL TO THE FIRST COURSE, A DISTANCE OF 516.67 FEET, MORE OR LESS, TO A POINT ON THE CENTER LINE OF MILWAUKEE AVENUE WHICH POINT IS 513.60 FEET SOUTHEASTERLY OF ITS INTERSECTION WITH THE NORTH LINE OF SAID SECTION 22; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF MILWAUKEE AVENUE, A DISTNACE OF 300 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PIN NUMBER: 15-22-200-023

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EXHIBIT B

LEGAL DESCRIPTIONS – WISCONSIN PROPERTIES

ONE PARK PLAZA

LOT 1 OF CERTIFIED SURVEY MAP NO. 4351, RECORDED ON JULY 14, 1983, ON REEL 1547, IMAGE 1095, AS DOCUMENT NO. 5634308, BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 4152 LOCATED IN THE SOUTHWEST AND SOUTHEAST 1/4S OF SECTION 18, TOWN 8 NORTH, RANGE 21 EAST, CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

PIN NUMBER: 111-0021-4

LINCOLN CENTER II

PARCEL I:

A PARCEL OF LAND LOCATED IN THE NORTHWEST ¼ OF SECTION 8, TOWN 6 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF SAID ¼ SECTION; THENCE SOUTH 89 59' 45" WEST ALONG THE NORTH LINE OF SAID ¼ SECTION 497.00 FEET; THENCE SOUTH 0 53' 00" WEST AND PARALLEL WITH THE EAST LINE OF SAID ¼ SECTION 652.33 FEET; THENCE SOUTH 41 06' 36" WEST 484.69 FEET; THENCE SOUTH 0 53' 00" WEST 200.00 FEET; THENCE SOUTH 23 44' 49" EAST, 327.72 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING IN THE WESTERLY LINE OF INTERSTATE HIGHWAY 894; THENCE SOUTH 23 44' 49" EAST ALONG SAID WESTERLY LINE, 11.97 FEET; THENCE SOUTH 52 23' 42" WEST AND PARALLEL WITH THE NORTHERLY LINE OF W. NATIONAL AVENUE 74.97 FEET; THENCE SOUTH 37 36' 18" EAST 85.00 FEET; THENCE SOUTH 52 23' 42" WEST ALONG THE NORTH LINE OF W. NATIONAL AVENUE, 676.50 FEET; THENCE NORTH 81 38' 54" WEST 13.92 FEET; THENCE NORTHERLY ON A CURVE 95.59 FEET, SAID CURVE ALSO BEING THE EAST LINE OF S. 102ND STREET, WHICH HAS A RADIUS OF 157.40 FEET TO THE EAST AND A CHORD WHICH BEARS NORTH 16 33' 56" WEST 94.13 FEET TO A POINT OF TANGENCY; THENCE CONTINUING NORTH 0 50' 00" EAST ALONG THE EAST LINE OF SAID STREET, 377.64 FEET; THENCE NORTH 89 59' 45" EAST AND PARALLEL WITH THE NORTH LINE OF SAID ¼ SECTION, 430.00 FEET; THENCE NORTH 0 50' 00" EAST, 67.00 FEET; THENCE NORTH 89 59' 45" EAST, 142.81 FEET TO THE POINT OF BEGINNING.

PIN NUMBER: 485-9996-019

PARCEL II:

A PARCEL OF LAND LOCATED IN THE NORTHWEST ¼ OF SECTION 8, TOWN 6 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF SAID ¼ SECTION, THENCE SOUTH 89 59' 45" WEST ALONG THE NORTH LINE OF SAID ¼ SECTION, 497.00 FEET; THENCE SOUTH 0 53' 00" WEST AND PARALLEL WITH THE EAST LINE OF SAID ¼ SECTION, 652.33 FEET; THENCE SOUTH 41 06' 36" WEST 484.69 FEET; THENCE SOUTH 0 53' 00" WEST 200.00 FEET; THENCE SOUTH 23 44' 49" EAST 88.46 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING IN THE WESTERLY LINE OF INTERSTATE HIGHWAY 894; THENCE SOUTH 23 44' 49" EAST ALONG SAID WESTERLY LINE, 239.26 FEET; THENCE SOUTH 89 59' 45" WEST AND PARALLEL WITH THE NORTH LINE OF SAID ¼ SECTION, 142.81 FEET; THENCE SOUTH 0 50' 00" WEST AND PARALLEL WITH THE EAST LINE OF SOUTH 102ND STREET, 67.00 FEET; THENCE SOUTH 89 59' 45" WEST AND PARALLEL WITH THE NORTH LINE OF SAID ¼ SECTION, 430.00 FEET; THENCE NORTH 0 50' 00" EAST ALONG THE EAST LINE OF SOUTH 102ND STREET, 258.00 FEET; THENCE NORTH 89 59' 45" EAST AND PARALLEL WITH THE NORTH LINE OF SAID ¼ SECTION, 410.00 FEET; THENCE NORTH 66 15' 11" EAST, 69.57 FEET TO THE POINT OF BEGINNING.

PIN NUMBER: 485-9996-018

LINCOLN CENTER III

PARCEL I:

A PARCEL OF LAND LOCATED IN THE NORTHWEST ¼ OF SECTION 8, TOWN 6 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF SAID ¼ SECTION; THENCE SOUTH 89 59' 45" WEST ALONG THE NORTH LINE OF SAID ¼ SECTION 497.00 FEET, THENCE SOUTH 0 53' 00" WEST AND PARALLEL WITH THE EAST LINE OF SAID ¼ SECTION 652.33 FEET; THENCE SOUTH 41 06' 36" WEST 484.69 FEET; THENCE SOUTH 0 53' 00" WEST 200.00 FEET; THENCE SOUTH 23 44' 49" EAST, 327.72 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING IN THE WESTERLY LINE OF INTERSTATE HIGHWAY 894; THENCE SOUTH 23 44' 49" EAST ALONG SAID WESTERLY LINE, 11.97 FEET; THENCE SOUTH 52 23' 42" WEST AND PARALLEL WITH THE NORTHERLY LINE OF W. NATIONAL AVENUE 74.97 FEET; THENCE SOUTH 37 36' 18" EAST 85.00 FEET; THENCE SOUTH 52 23' 42" WEST ALONG THE NORTH LINE OF W. NATIONAL AVENUE, 676.50 FEET; THENCE NORTH 81 38' 54" WEST 13.92 FEET; THENCE NORTHERLY ON A CURVE 95.59 FEET, SAID CURVE ALSO BEING THE EAST LINE OF S. 102ND STREET, WHICH HAS A RADIUS OF 157.40 FEET TO THE EAST AND A CHORD WHICH BEARS NORTH 16 33' 56" WEST 94.13 FEET TO A POINT OF TANGENCY; THENCE CONTINUING NORTH 0 50' 00" EAST ALONG THE EAST LINE OF SAID STREET, 377.64 FEET; THENCE NORTH 89 59' 45" EAST AND

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PARALLEL WITH THE NORTH LINE OF SAID ¼ SECTION, 430.00 FEET;
THENCE NORTH 0 50' 00" EAST, 67.00 FEET; THENCE NORTH 89 59' 45" EAST,
142.81 FEET TO THE POINT OF BEGINNING.

PIN NUMBER: 485-9996-019

PARCEL II:

A PARCEL OF LAND LOCATED IN THE NORTHWEST ¼ OF SECTION 8, TOWN 6 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF SAID ¼ SECTION, THENCE SOUTH 89 59' 45" WEST ALONG THE NORTH LINE OF SAID ¼ SECTION, 497.00 FEET; THENCE SOUTH 0 53' 00" WEST AND PARALLEL WITH THE EAST LINE OF SAID ¼ SECTION, 652.33 FEET; THENCE SOUTH 41 06, 36" WEST 484.69 FEET; THENCE SOUTH 0 53' 00" WEST 200.00 FEET; THENCE SOUTH 23 44' 49" EAST 88.46 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING IN THE WESTERLY LINE OF INTERSTATE HIGHWAY 894; THENCE SOUTH 23 44' 49" EAST ALONG SAID WESTERLY LINE, 239.26 FEET; THENCE SOUTH 89 59' 45" WEST AND PARALLEL WITH THE NORTH LINE OF SAID ¼ SECTION, 142.81 FEET; THENCE SOUTH 0 50' 00" WEST AND PARALLEL WITH THE EAST LINE OF SOUTH 102ND STREET, 67.00 FEET; THENCE SOUTH 89 59' 45" WEST AND PARALLEL WITH THE NORTH LINE OF SAID ¼ SECTION, 430.00 FEET; THENCE NORTH 0 50' 00" EAST ALONG THE EAST LINE OF SOUTH 102ND STREET, 258.00 FEET; THENCE NORTH 89 59' 45" EAST AND PARALLEL WITH THE NORTH LINE OF SAID ¼ SECTION, 410.00 FEET; THENCE NORTH 66 15' 11" EAST, 69.57 FEET TO THE POINT OF BEGINNING.

PIN NUMBER: 485-9996-018

PARK PLAZA VII

PARCEL 2 OF CERTIFIED SURVEY MAP NO. 5220 BEING A REDIVISION OF LOT 3 IN CERTIFIED SURVEY MAP NO. 4847, BEING A REDIVISON OF LOT 2 OF CERTIFIED SURVEY MAP NO. 4570 AND ALL OF CERTIFIED SURVEY MAP NO. 4704, LOCATED IN THE NORTHEAST ¼ AND THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 18, TOWN 8 NORTH RANGE 21 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

PIN NUMBER: 076-0052-2

EXHIBIT C

LEGAL DESCRIPTIONS – MICHIGAN PROPERTIES

LONG LAKE CROSSING

Situated in the City of Troy, Oakland County, Michigan, described as:

Part of the Northeast 1/4 of Section 17, Town 2 North, Range 11 east, City of Troy, Oakland County, Michigan, being more particularly described as follows:
Beginning at a point which is North 87 degrees 15 minutes 02 seconds East, 22.70 feet along the North line of Section 17 and South 02 degrees 27 minutes 59 seconds East, 75.00 feet and North 87 degrees 15 minutes 02 seconds East, 638.00 feet from the North 1/4 corner of Section 17, Town 2 North, Range 11 East; thence along a line parallel with and 75.00 feet South of the North line of Section 17, North 87 degrees 15 minutes 02 seconds East, 503.71 feet; thence South 02 degrees 17 minutes 08 second East, 10.00 feet; thence along a line parallel with and 85.00 feet South of the North line of Section 17, North 87 degrees 15 minutes 02 seconds East, 56.62 feet; thence along the Westerly line of Corporate Drive (86 feet wide), South 02 degrees 12 minutes 44 seconds East, 141.25 feet and Southerly 142.23 feet along the arc of a curve to the right (radius of 407.00 feet, central angle of 20 degrees 01 minute 23 seconds, long chord bears South 07 degrees 47 minutes 57 seconds West, 141.51 feet) and South 17 degrees 48 minutes 38 seconds West, 57.41 feet and Southerly 576.10 feet along the arc of curve to the left (radius of 493.00 feet, central angle of 66 degrees 57 minutes 12 seconds, long chord bears South 15 degrees 39 minutes 58 seconds East, 543.87 feet); thence Westerly 98.28 feet along the arc of a curve to the right (radius of 240.00 feet, central angle of 23 degrees 27 minutes 49 seconds, long chord bears South 66 degrees 40 minutes 37 seconds West, 97.60 feet); thence Southerly 70.93 feet along the arc of curve to the left (radius of 1768.01) feet, central angle of 02 degrees 17 minutes 55 seconds, long chord bears South 16 degrees 37 minutes 57 seconds East, 70.92 feet); thence along the North line of Merihill Acres No. 2, according to the recorded plat thereof, as recorded in liber 187, pages 11, 12 and 13, of Plats, Oakland County Records and Merihill Acres No. 3, according to the recorded plat thereof, as recorded in liber 189, pages 1 and 2, of Plats, Oakland County Records, South 87 degrees 15 minutes 02 seconds West, 433.06 feet; thence North 02 degrees 44 minutes 58 seconds West, 267.38 feet; thence South 87 degrees 15 minutes 02 seconds West, 75.00 feet; thence North 02 degrees 44 minutes 58 seconds West, 295.00 feet; thence North 13 degrees 02 minutes 10 seconds West, 56.00 feet; thence North 02 degrees 44 minutes 58 seconds West, 74.80 feet; thence North 07 degrees 32 minutes 14 seconds East, 56.00 feet; thence North 02 degrees 44 minutes 58 seconds West, 230.00 feet to the point of beginning.

Together with Easements for ingress, egress and utility facilities over the following described parcel:

Part of the Northeast 1/4 of Section 17, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, being more particularly described as follows:

Beginning at a point which is North 87 degrees 15 minutes 02 seconds East, 22.70 feet along the North line of Section 17 and South 02 degrees 27 minutes 59 seconds East 75.00 feet from the North 1/4 corner of Section 17, Town 2 North, Range 11 east; thence along a line parallel with and 75.00 feet South of the North line of Section 17, North 87 degrees 15 minutes 02 seconds East, 638.00 feet; thence South 02 degrees 44 minutes 58 seconds East, 230.00 feet; thence South 07 degrees 32 minutes 14 seconds West, 56.00 feet; thence south 02 degrees 44 minutes 58 seconds east 74.80 feet; thence south 13 degrees 02 minutes 10 seconds east 56.00 feet; thence south 02 degrees 44 minutes 58 seconds east 295.00 feet; thence north 87 degrees 15 minutes 02 seconds east 75.00 feet; thence south 02 degrees 44 minutes 58 seconds east 267.38 feet; thence along the north line of Merihill Acres No. 3, according to the recorded plat thereof, as recorded in liber 189, pages 1 and 2 of Plats, Oakland County Records, South 87 degrees 15 minutes 02 seconds West, 297.02 feet; thence along the easterly line of Northfield Parkway (86 feet wide), northerly 355.70 feet along the arc of a curve to the left (radius of 1043.00 feet, central angle of 19 degrees 32 minutes 23 seconds, long chord bears north 28 degrees 30 minutes 50 seconds west 353.98 feet) and north 38 degrees 17 minutes 10 seconds west 321.87 feet and northerly 254.45 feet along the arc of a curve to the right (radius of 407.00 feet, central angle of 35 degrees 49 minutes 11 seconds, long chord bears north 20 degrees 22 minutes 35 seconds west 250.32 feet) and north 02 degrees 27 minutes 59 seconds west 158.11 feet to the point of beginning

NOTE: The land described above is assessed for real estate tax purposes under the Parcel Identification Number shown below which affects no land other than that described above.

Parcel Identification No. 20-17-200-026

40 OAK HOLLOW

Situated in the City of Southfield, Oakland County, Michigan, described as:

A parcel of land being part of Lot No. 10 of "Supervisor's Plat No. 1" as recorded in liber 52 of Plats, pages 42 and 42A, Oakland County Records, being described as: Commencing at the North 1/4 of Section 20, Town 1 North, Range 10 east, said point also being the Southwest corner of "Oakwood Hills Subdivision" as recorded in liber 77 of Plats, page 18, Oakland County Records; thence South 87 degrees 51 minutes 20 seconds West, 852.17 feet; thence South 01 degree 39 minutes 20 seconds East, 1140.71 feet; thence South 01 degree 47 minutes 10 seconds East, 1527.19 feet; thence South 88 degrees 41 minutes 20 seconds West, 71.35 feet to the point of beginning; thence South 02 degrees 12 minutes 40 seconds East, 493.74 feet; thence South 87 degrees 47 minutes 20 seconds West, 95.85 feet; thence South 02 degrees 12 minutes 40 seconds East, 152.87 feet; thence South 87 degrees 47 minutes 20 seconds West 117.89 feet; thence North 02 degrees 12 minutes 40 seconds West, 80.37 feet; thence South 87 degrees 47 minutes 20 seconds West, 214.67 feet; thence North 02 degrees 12 minutes 40 seconds West, 572.97 feet, (recorded, North 02 degrees 05 minutes 34 seconds West, 572.96 feet measured), along the East line of "Hart Brother's McAllister Subdivision"; thence North

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88 degrees 41 minutes 20 seconds East, 428.46 feet, (427.30 feet, measured) to the point of beginning.

EASEMENT PARCEL 1:

Together with Easement for Storm Water Retention Pond set forth in Easement Agreement dated November 18, 1985 and recorded in liber 9250, page 815, Oakland County Records.

EASEMENT PARCEL 2:

Easement for ingress and egress as set forth in Easement Agreement dated November 18, 1985 and recorded in liber 9250, page 825, and amended by First Amendment to Easement Agreement dated August 5, 1988 and recorded in liber 10647, page 586, Oakland County Records.

EASEMENT PARCEL 3:

Easement for electrical service, as set forth in Electrical Service Easement Agreement dated August 5, 1988 and recorded in liber 10647, page 575, Oakland County Records.

NOTE: The land described above is assessed for real estate tax purposes under the Parcel Identification Number show below which affects no land other than that described above.

Parcel Identification No. 24-20-326-215

Property of Cook County Clerk's Office

OAK HOLLOW GATEWAY

Situated in the City of Southfield, Oakland County, Michigan, described as:

PARCEL II:

A parcel of land being a part of Lot 10 of Supervisor's Plat No. 1, part of Section 20 and part of the West 1/4 of Section 21, City of Southfield, (formerly Southfield Township) Oakland County, Michigan as recorded in liber 52 of Plats, pages 42 and 42A of the Oakland County Records and is more particularly described as follows: Commencing at the North 1/4 corner of Section 29, Town 1 North, Range 10 East; thence South 87 degrees 51 minutes 20 seconds West 852.17 feet; thence South 01 degree 39 minutes 20 seconds East 1140.71 feet; thence South 01 degree 47 minutes 10 seconds East 1527.19 feet; thence along the North line of said Lot 10 North 88 degrees 41 minutes 20 seconds East 460.21 feet to the point of beginning; thence continuing along said North line of Lot 10; thence North 88 degrees 41 minutes 20 seconds East 465.65 feet; thence South 01 degree 31 minutes 13 seconds East 450.08 feet to a point on the Northerly line of Denso Drive 86 feet wide; thence along said Northerly road line South 83 degrees 37 minutes 14 seconds West 461.39 feet; thence North 02 degrees 12 minutes 40 seconds West 490.63 feet to the point of beginning.

Parcel No. 24-20-326-212

Cook County Clerk's Office

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EXHIBIT D

LEGAL DESCRIPTION - WOODCREEK PROPERTIES, ILLINOIS

WOODCREEK I

PARCEL ONE: LOT 2 IN WOODCREEK BUSINESS PARK RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1 THROUGH 14 AND VACATED EDGE BROOK PLACE IN WOODCREEK BUSINESS PARK, BEING A SUBDIVISION OF PARTS OF SECTIONS 25 AND 36, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 28, 1981 AS DOCUMENT R81-40687, SAID WOODCREEK BUSINESS PARK RESUBDIVISION RECORDED SEPTEMBER 22, 1983 AS DOCUMENT R83-68220 IN DUPAGE COUNTY, ILLINOIS.

PARCEL TWO: EASEMENT FOR USE OF THE "WATER DETENTION AREA" AS SET FORTH ON THE PLAT OF WOODCREEK BUSINESS PARK RESUBDIVISION AFORESAID, ALLOWING FOR THE FLOW AND DIFFUSION OF SURFACE WATER RUN-OFF AND DRAINAGE, AS ESTABLISHED IN THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS RECORDED FEBRUARY 14, 1983 AS DOCUMENT NO. R83-08112, AS AMENDED BY FIRST AMENDMENT RECORDED AS DOCUMENT NO. R83-74680, AND ALSO AS AMENDED BY INSTRUMENT RECORDED NOVEMBER 6, 1996 AS DOCUMENT R96-131998.

PIN NUMBER: 05-25-414-007

WOODCREEK II

PARCEL ONE: LOT 3 IN WOODCREEK BUSINESS PARK RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1 THROUGH 14 AND VACATED EDGE BROOK PLACE IN WOODCREEK BUSINESS PARK, BEING A SUBDIVISION OF PARTS OF SECTIONS 25 AND 36, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 28, 1981 AS DOCUMENT R81-40687, SAID WOODCREEK BUSINESS PARK RESUBDIVISION RECORDED SEPTEMBER 22, 1983 AS DOCUMENT R83-68220 IN DUPAGE COUNTY, ILLINOIS.

PARCEL TWO: EASEMENT FOR USE OF THE "WATER DETENTION AREA" AS SET FORTH ON THE PLAT OF WOODCREEK BUSINESS PARK RESUBDIVISION AFORESAID, ALLOWING FOR THE FLOW AND DIFFUSION OF SURFACE WATER RUN-OFF AND DRAINAGE, AS ESTABLISHED IN THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS RECORDED FEBRUARY 14, 1983 AS DOCUMENT NO. R83-08112, AS AMENDED BY FIRST AMENDMENT RECORDED AS DOCUMENT

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NO. R83-74680, AND ALSO AS AMENDED BY INSTRUMENT RECORDED
NOVEMBER 6, 1996 AS DOCUMENT R96-181998.

PIN NUMBER: 05-36-201-012

Property of Cook County Clerk's Office

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EXHIBIT E

LEGAL DESCRIPTION - TOUHY PROPERTY

LOT 4 IN O'HARE NORTH WEST OFFICE PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NUMBER: 09-32-101-022 and 09-32-101-023

ADDRESS: 1011 TOUHY AVENUE, DES PLAINES, ILLINOIS

Property of Cook County Clerk's Office