

304

UNOFFICIAL COPY

0030032023

4371.0023 15 001 Page 1 of 20
2003-01-08 09:19:29
Cook County Recorder 62.00



0030032023

ASSIGNMENT OF LEASES AND RENTS

20
D

Dated as of December 19, 2002

Made by

D 1 8065478
JBY

GLENBOROUGH FUND IX LLC,
as Assignor,

to

SUNAMERICA LIFE INSURANCE COMPANY,
as Assignee

County: Cook
City: Schaumburg
State: Illinois

Premises: Embassy Plaza
1933 Meacham Road
Schaumburg, Illinois 60173

This Document prepared by and after recording please return to:

Otten, Johnson, Robinson
Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attention: Kevin A. Gliwa, Esq.

BOX 333-CT

UNOFFICIAL COPY

THIS ASSIGNMENT OF LEASES AND RENTS, dated as of December 19, 2002 (as amended, restated, replaced, supplemented or otherwise modified from time to time, this "Assignment"), is made by GLENBOROUGH FUND IX LLC, a Delaware limited liability company ("Assignor"), having an address for notices of c/o Glenborough Realty Trust Incorporated, 400 South El Camino Real, San Mateo, California 94402-1708, to SUNAMERICA LIFE INSURANCE COMPANY, an Arizona corporation having an address of 1 SunAmerica Center, Century City, Los Angeles, California 90067-6022 ("Assignee").

WITNESSETH

On or about October 30, 1998, Archon Financial, L.P., a Delaware limited partnership ("Archon"), made a loan to Assignor in the principal amount of \$74,667,155.00 (the "Original Fund IX Loan"). The Original Fund IX Loan is evidenced by a Promissory Note dated October 30, 1998 made by Assignor to Archon in the principal amount of \$74,667,155.00 (the "Original Fund IX Note") and is the subject of a Loan Agreement dated as of October 30, 1998 between Assignor and Archon (as amended by a First Amendment to Loan Agreement dated as of January 8, 1999 between Assignor and Goldman Sachs Mortgage Company, a New York limited partnership ("Goldman"), the "Original Fund IX Loan Agreement"). Assignor's obligations under the Original Fund IX Note and the Original Fund IX Loan Agreement are secured by, among other things, the "Mortgages" and the "Assignments of Leases" encumbering the "Mortgaged Properties," as such terms are defined in the Original Fund IX Loan Agreement (hereinafter, respectively, the "Original Fund IX Mortgages," the "Original Fund IX Assignments of Leases" and the "Original Fund IX Mortgaged Properties"). Pursuant to a Guaranty dated as of October 30, 1998 (the "Original Fund IX Guaranty"), Glenborough Realty Trust Incorporated, a Maryland corporation ("Guarantor"), guaranteed to Archon certain obligations of Assignor in connection with the Original Fund IX Loan. In connection with the Original Fund IX Loan, Assignor executed and delivered to Archon an Environmental Indemnity Agreement dated as of October 30, 1998 (the "Original Fund IX Environmental Indemnity Agreement").

The Original Fund IX Note, Original Fund IX Loan Agreement, Original Fund IX Mortgages, Original Fund IX Assignments of Leases, Original Fund IX Environmental Indemnity Agreement, Original Fund IX Guaranty and all other documents executed and delivered by Assignor or Guarantor in connection with the Original Fund IX Loan are hereinafter collectively referred to as the "Original Fund IX Loan Documents."

On or about October 30, 1998, Archon also made a \$48,347,345.00 loan (the "Original Fund VII Loan") to Glenborough Fund VII LLC, a Delaware limited liability company ("Fund VII Borrower"). The Original Fund VII Loan is evidenced by a Promissory Note dated October 30, 1998 made by Fund VII Borrower to Archon in the principal amount of \$48,347,345.00 (the "Original Fund VII Note") and is the subject of a Loan Agreement dated as of October 30, 1998 between Fund VII Borrower and Archon (as amended by a First Amendment to Loan Agreement dated as of January 8, 1999 between Fund VII Borrower and Goldman, the "Original Fund VII Loan Agreement"). Fund VII Borrower's obligations under the Original Fund VII Note and the Original Fund VII Loan Agreement are secured by, among other things, the "Mortgages" and the "Assignments of Leases" encumbering the "Mortgaged Properties," as such terms are defined in the Original Fund VII Loan Agreement (hereinafter,

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

respectively, the "Original Fund VII Mortgages," the "Original Fund VII Assignments of Leases" and the "Original Fund VII Mortgaged Properties"). Pursuant to a Guaranty dated as of October 30, 1998 (the "Original Fund VII Guaranty"), Guarantor guaranteed to Archon certain obligations of Fund VII Borrower in connection with the Original Fund VII Loan. In connection with the Original Fund VII Loan, Fund VII Borrower executed and delivered to Archon an Environmental Indemnity Agreement dated as of October 30, 1998 (the "Original Fund VII Environmental Indemnity Agreement").

The Original Fund VII Note, Original Fund VII Loan Agreement, Original Fund VII Mortgages, Original Fund VII Assignments of Leases, Original Fund VII Environmental Indemnity Agreement, Original Fund VII Guaranty and all other documents executed and delivered by Fund VII Borrower or Guarantor in connection with the Original Fund VII Loan are hereinafter collectively referred to as the "Original Fund VII Loan Documents."

The Original Fund IX Loan and Original Fund VII Loan are hereinafter collectively referred to as the "Original Loans." The Original Fund IX Loan Agreement and Original Fund VII Loan Agreement are hereinafter collectively referred to as the "Original Loan Agreements." The Original Fund IX Mortgaged Properties and Original Fund VII Mortgaged Properties are hereinafter collectively referred to as the "Original Mortgaged Properties." The Original Fund IX Loan Documents and the Original Fund VII Loan Documents are hereinafter collectively referred to as the "Original Loan Documents."

On or about October 30, 1998, Archon assigned to Goldman all of Archon's interest in the Original Loans and the Original Loan Documents.

On or about January 11, 1999, Goldman assigned to Assignee all of Goldman's interest in the Original Loans and the Original Loan Documents.

Assignor and Assignee entered into an Assumption and Loan Modification Agreement dated as of May 25, 2000 (the "2000 Loan Modification Agreement"). Pursuant to such 2000 Loan Modification Agreement, Assignor and Assignee modified the Original Loans to, among other things, reflect the following:

1. Fund VII Borrower's merger with and into Assignor and, in connection with and as a result of such merger, Assignor's acquisition of the Original Fund VII Mortgaged Properties and Assignor's assumption of the Original Fund VII Loan and the obligations evidenced and secured by the Original Fund VII Loan Documents;
2. Substitution of the property commonly known as Marlborough Corporate Plaza, Boston, Massachusetts (the "Marlborough Property") for one of the Original Fund VII Mortgaged Properties and five of the Original Fund IX Mortgaged Properties; and
3. Modification of the remaining Original Fund IX Mortgages and other Original Fund IX Loan Documents to secure the Original Fund VII Loan, cross-default the two Original Loans and reflect the amendments set forth in the 2000 Loan Modification Agreement, and modification of the remaining Original Fund VII Mortgages and other Original Fund VII Loan Documents to secure the Original Fund IX Loan, cross-default the two Original Loans and reflect the amendments set forth in the 2000 Loan Modification Agreement.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/2025

UNOFFICIAL COPY

All documents executed and delivered in connection with the 2000 Loan Modification Agreement are hereinafter referred to, collectively with the 2000 Loan Modification Agreement, as the "2000 Loan Modification Documents." All defined terms set forth above with the word "Original" in the name of such defined terms, as amended by the 2000 Loan Modification Documents, are hereinafter referred to by the names of such defined terms, with the word "Existing," however, substituted for the word "Original." For example, the Original Fund IX Loan Agreement, as amended by the 2000 Loan Modification Documents, is hereinafter referred to as the "Existing Fund IX Loan Agreement"; the Original Fund IX Mortgaged Properties, as amended by the 2000 Loan Modification Documents, are hereinafter referred to as the "Existing Fund IX Mortgaged Properties"; and so on.

Assignor is the fee owner of the land described in Exhibit A attached hereto (such land, together with all improvements, structures, betterments, fixtures and equipment now or hereafter situated or located thereon is hereinafter referred to as the "Security Property").

Assignor has requested that Assignee consent to the events and transactions below:

1. Substitution (referred to herein as the "Substitution") of the Security Property and another property commonly known as Bronx Park, Marlborough, Massachusetts (collectively, the "New Properties") for certain of the Existing Mortgaged Properties currently securing the Existing Loans and commonly known as Buschwood III, Tampa, Florida, East Anaheim Distribution Center, Anaheim, California, Palms Business Center North, Las Vegas, Nevada and Palms Business Center South, Las Vegas, Nevada (collectively, the "Released Properties");
2. Increase of the principal balance of the Existing Fund IX Loan by an aggregate amount equal to \$23,000,000 (the "Additional Financing"), \$18,500,000 of which shall be allocable to the Marlborough Property, and \$4,500,000 of which shall be allocable to the Existing Fund IX Mortgaged Property known as One Pacific Place, Omaha, Nebraska (the "One Pacific Place Property"), pursuant to that certain Amendment to Promissory Note of even date herewith executed by Assignee and Assignor (the "Fund IX Note Amendment");
3. Making of a new loan (the "Encino Loan") from Assignee to GLB Encino, LLC, a Delaware limited liability company ("Encino Borrower"), in the principal amount of \$33,000,000, to be evidenced by a Promissory Note of even date herewith in the principal amount of the Encino Loan (the "Encino Note") and secured by a property commonly known as First Financial Plaza, Encino, California (the "Encino Property") (all documents executed by Encino Borrower or Guarantor in connection with the Encino Loan are hereinafter collectively referred to as the "Encino Loan Documents"); and
4. Modification of the Existing Loan Documents to reflect the Substitution and the Additional Financing, and to cross-default and cross-collateralize the Existing Loans with the Encino Loan.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2015-01-12

UNOFFICIAL COPY

Assignee has agreed to consent to the foregoing matters subject to and on the terms and conditions set forth in that certain Loan Modification Agreement of even date herewith executed by Assignee and Assignor (the "Loan Modification Agreement").

The Existing Fund IX Note, as amended by the Fund IX Note Amendment and the Loan Modification Agreement is hereinafter referred to as the "Fund IX Note." The Existing Fund VII Note, as amended by the Loan Modification Agreement is hereinafter referred to as the "Fund VII Note." The Existing Fund IX Loan Agreement and the Existing Fund VII Loan Agreement, as amended and modified by the Loan Modification Agreement, are hereinafter referred to as the "Fund IX Loan Agreement" and the "Fund VII Loan Agreement," respectively, and collectively as the "Loan Agreements." The Existing Loan Documents, as amended and modified by the Fund IX Note Amendment, the Loan Modification Agreement, the First Security Interest Modification Agreement and the Second Security Interest Modification Agreements (as applicable) of even date herewith between Assignor and Assignee, and all other documents executed by Assignor or Guarantor in connection therewith are collectively hereinafter referred to as the "Loan Documents."

In order to facilitate the Substitution and to effectuate the transactions described above, Assignor has executed and delivered to Assignee the Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing of even date herewith (the "Security Instrument") encumbering, inter alia, the Security Property.

Assignee is unwilling to consent to the Substitution and to the transactions described above, unless Assignor, in the manner hereinafter set forth, assigns to Assignee all of Assignor's right, title and interest in and to the Assigned Property (as defined herein) as additional security for (i) the payment of the indebtedness evidenced by the Fund IX Note and the Fund VII Note (referred to herein, collectively, as the "Notes"; the loans evidenced by the Notes being referred to herein, collectively, as the "Loans"), (ii) the payment of the indebtedness evidenced by the Encino Note, (iii) the performance by Assignor of the covenants and agreements contained in the Notes, this Assignment, the Security Instrument, the Loan Agreements and the other Loan Documents, and (iv) the performance by Encino Borrower of the covenants and agreements contained in the Encino Note and the other Encino Loan Documents. The indebtedness evidenced by the Notes and the Encino Note is referred to herein, collectively, as the "Debt." As of the date of this Security Instrument, the outstanding balance of the Debt is \$172,485,271.64.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as additional security for (i) payment of the Debt, (ii) the performance by Assignor of all the covenants and agreements contained in the Notes, this Assignment, the Security Instrument, the Loan Agreements and the other Loan Documents, as the same may be amended, modified or supplemented to be performed or observed by or on the part of Assignor, and (iii) the performance by Encino Borrower of all the covenants and agreements contained in the Encino Note and the other Encino Loan Documents, as the same may be amended, modified or supplemented to be performed or observed by or on the part of Encino Borrower (items (i), (ii) and (iii) being referred to herein as the "Secured Obligations"), Assignor agrees as follows:

30032023

UNOFFICIAL COPY

Property of Cook County Clerk's Office

10/10/2011

UNOFFICIAL COPY

Section 1. (A) For all purposes of this Assignment, except as otherwise expressly provided herein:

“**Lease**” shall mean any lease, sublease, sub-sublease, license, letting, concession, occupancy agreement or other agreement (whether written or oral and whether now or hereafter in effect) including, without limitation, any Major Lease, existing as of the date hereof or hereafter entered into by Assignor or any prior owner of the Security Property with respect to subleases, pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of any space in the Security Property, and every modification, amendment or other agreement relating to such lease, sublease, sub-sublease, or other agreement entered into in connection with such lease, sublease, sub-sublease, or other agreement and all agreements related thereto, and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto.

“**Operating Agreements**” shall mean with respect to the Security Property, reciprocal easement and/or operating agreements; covenants, conditions and restrictions; and similar agreements affecting the Security Property and binding upon and/or benefiting Assignor and other third parties.

“**Tenant**” shall mean any Person liable by contract or otherwise to pay monies (including a percentage of gross income, revenue or profits) pursuant to a Lease including, without limitation, any Major Tenant.

(B) Each capitalized term used herein, unless otherwise defined herein, shall have the meaning given such term in the Fund IX Loan Agreement.

Section 2. TO SECURE the Secured Obligations, Assignor hereby pledges, grants, sells, assigns, conveys, delivers, transfers, hypothecates and sets over to Assignee, and grants to Assignee a security interest in, to have and to hold the same unto the Assignee and its successors and assigns forever, subject to the terms and conditions hereof, all of Assignor’s right, title and interest now or hereafter acquired, in and to any and all Leases and existing Operating Agreements and any Leases and Operating Agreements that may hereafter be entered into by Assignor, and any modifications, renewals, extensions or replacements thereof, and any guaranties of the Tenant’s obligations under any Lease (each such guaranty, a “Tenant Guaranty” and collectively, “Tenant Guaranties”) and all right, title and interest of Assignor thereunder, including all claim, right and demand to receive, collect and retain all rents, security deposits and all other amounts due thereunder and under any modifications, renewals or extensions thereof (collectively, the “Assigned Property”), including:

(A) the immediate and continuing right to receive and collect all amounts payable by all Tenants, subtenants or other parties pursuant to the Leases, Operating Agreements and Tenant Guaranties, including (i) all rents (including all amounts payable to Assignor on account of maintenance, repairs, taxes, insurance and common area charges or similar charges), income, revenues, issues, profits, insurance proceeds, condemnation awards and other payments, tenders and security payable to or receivable by Assignor under the Leases, the Operating Agreements or the Tenant Guaranties, (ii) all damages or other amounts payable in the event of any disposition, expiration or termination of any Lease or Operating Agreement pursuant to the

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

terms thereof, by operation of law or otherwise, (iii) any indemnification against, or reimbursement for, sums paid and costs and expenses incurred by Assignor under any Lease or Operating Agreement or otherwise, (iv) any award in the event of the bankruptcy of any Tenant or guarantor pursuant to a Tenant Guaranty or other party to an Operating Agreement, and (v) any security deposits, other security instruments, other deposits or prepayments with respect to any such Lease or Operating Agreement;

(B) all claims, rights, powers, privileges and remedies of Assignor, whether provided for in any Lease, Operating Agreement or Tenant Guaranty or arising by statute or at law or in equity or otherwise, consequent to any failure on the part of any Tenant to perform or comply with any term of any Lease, or any other party to comply with any Operating Agreement or Tenant Guaranty;

(C) all right to take all action upon the happening of a default under any Lease, Operating Agreement or Tenant Guaranty as shall be permitted by any such Lease, Operating Agreement, Tenant Guaranty or by applicable law, including the commencement, conduct and consummation of proceedings at law or in equity; and

(D) the full power and authority, in the name of Assignor or otherwise, to enforce, collect, receive and make receipt for any and all of the foregoing and to do any and all other acts and things whatsoever that Assignor is or may be entitled to do under any Lease, Operating Agreement or Tenant Guaranty.

Section 3. Except as otherwise required by applicable law or as provided for in the Loan Documents, any funds (subject to the terms of the Leases regarding security deposits) received by Assignee under this Assignment after the occurrence of an Event of Default (after the expiration of any notice or grace period, if any) may be applied by Assignee to the Secured Obligations in such order as Assignee may in its sole discretion determine to be appropriate, including, without limitation, the payment of costs and expenses in connection with the maintenance, operation, improvement and upkeep of the Security Property (including insurance premiums and taxes) and payment of amounts then due and payable under the Fund IX Loan Agreement or any of the other Loan Documents. Assignee shall be accountable to Assignor only for monies actually received by Assignee or its agents pursuant hereto. Neither the collection of said funds and the application thereof as aforesaid, nor any act done or omitted pursuant to the power and rights granted to Assignee hereunder, shall cure or waive any Default or Event of Default or waive, modify or affect any notice of Default or Event of Default or invalidate any act done pursuant to such notice, nor shall the same be a waiver of any of Assignee's rights and remedies under the Notes, the Security Instrument, the Loan Agreements or the other Loan Documents, and this Assignment is made and accepted without prejudice to any of such rights and remedies.

Section 4. (A) This Assignment constitutes a present, absolute, effective, irrevocable and completed assignment by Assignor to Assignee of the Assigned Property, including without limitation such of the Assigned Property as constitutes personal property, and the right to collect all sums payable to Assignor thereunder and apply the same in accordance with Section 3 above, which is not conditioned upon Assignee being in possession of the Security Property. Notwithstanding the foregoing, so long as no Event of Default shall have

UNOFFICIAL COPY

Property of Cook County Clerk's Office

66880002

UNOFFICIAL COPY

occurred and be continuing, Assignor shall have an exclusive license to operate the Security Property, to enforce the obligations of Tenants under the Leases and of parties under the Operating Agreements and Tenant Guaranties, to exercise all the rights and remedies of the landlord under the Leases, the Operating Agreements and the Tenant Guaranties and to collect all rents and other amounts described herein, subject, however, in each case, to the terms and conditions of, and compliance with, the Security Instrument and the Fund IX Loan Agreement (including, with respect to the collection of such rents and other amounts, the terms of Article 9 of the Fund IX Loan Agreement).

(B) If any Event of Default shall have occurred and be continuing, the license granted in Section (A) above shall immediately cease and terminate, without waiver of such Event of Default, with or without notice, and without any action or proceeding or the intervention of a receiver appointed by a court, and Assignee or an agent or receiver appointed by Assignee may, without regard for the adequacy of the security for the Secured Obligations, the commission of waste or the solvency of Assignor, without limiting any of Assignee's rights and remedies under any of the Loan Documents or otherwise available at law or in equity and subject to applicable statutory requirements, if any, do any or all of the following (but is under no obligation to do any of the following):

(i) exercise any of Assignor's rights under the Leases, Operating Agreements and Tenant Guaranties;

(ii) enforce the terms, conditions and obligations of the Leases, Operating Agreements and Tenant Guaranties;

(iii) demand, collect, sue for, attach, levy, recover, receive, compromise and adjust, and make, execute and deliver receipts and releases for all rents or other payments that may then be or may thereafter become due, owing or payable with respect to the Leases, Operating Agreements and Tenant Guaranties;

(iv) demand that any sums held by Assignor with respect to any Lease, Operating Agreement or Tenant Guaranty (including any security deposits, other deposits or prepayments) be immediately remitted to Assignee;

(v) generally, do, execute and perform any other act, deed, matter or thing whatsoever that ought to be done, executed and performed in and about any portion of the Security Property or with respect to the Leases, Operating Agreements and Tenant Guaranties as fully as allowed or authorized by this Assignment; and

(vi) enter into possession of the Security Property in accordance with the terms of Section 13 of the Security Instrument for the purposes of exercising its rights under subsections (i) through (v) above.

(C) Assignor hereby appoints Assignee its true and lawful attorney, with full power of substitution and with power for Assignee, in its own name and capacity, or in the name and capacity of Assignor, to demand, collect, receive and give complete acquittances for any and all rents and other amounts described herein accruing from the Security Property, and at Assignee's discretion to file any claim or take or initiate any other action or proceeding and

UNOFFICIAL COPY

Property of Cook County Clerk's Office

10/10/10

UNOFFICIAL COPY

make any settlement of any claims, either in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents and other amounts described herein. THIS POWER OF ATTORNEY IS COUPLED WITH AN INTEREST AND MAY NOT BE REVOKED BY ASSIGNOR UNTIL ALL OF THE SECURED OBLIGATIONS ARE FULLY DISCHARGED. ASSIGNEE SHALL NOTIFY ASSIGNOR OF ASSIGNEE'S EXERCISE OF THE POWER OF ATTORNEY AS REASONABLY PRACTICABLE THEREAFTER.

(D) Assignee in respect of the Leases, Operating Agreements, Tenant Guaranties and Rents shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State or Commonwealth in which such rights and remedies are asserted to the extent of such rights thereunder and additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted.

Section 5. If an Event of Default shall have occurred and be continuing, Assignee shall have the right to proceed in its own name or in the name of Assignor in respect of any claim, suit, action or proceeding relating to the rejection of any Lease or Operating Agreement by or on behalf of any lessee thereunder, including the right to file and prosecute, to the exclusion of Assignor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease or Operating Agreement under the U.S. Bankruptcy Code.

Section 6. If there shall be filed by or against Assignor a petition under the U.S. Bankruptcy Code, and Assignor, as lessor under any Lease or Operating Agreement, shall determine to reject such Lease or Operating Agreement pursuant to Section 365(a) of the U.S. Bankruptcy Code, then Assignor shall give Assignee not less than ten (10) days' prior notice of the date on which Assignor shall apply to the bankruptcy court for authority to reject such Lease or Operating Agreement. Assignee shall have the right, but not the obligation, to serve upon Assignor within such ten-day period a notice stating that (i) Assignee demands that Assignor assume and assign such Lease or Operating Agreement to Assignee pursuant to Section 365 of the U.S. Bankruptcy Code and (ii) Assignee covenants to cure or provide adequate assurance of future performance under such Lease or Operating Agreement. If Assignee serves upon Assignor the notice described in the preceding sentence, Assignor shall not seek to reject such Lease or Operating Agreement and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Assignee of the covenant provided for in clause (ii) of the preceding sentence.

Section 7. Assignor hereby irrevocably authorizes and directs each Tenant under a Lease and each other party under an Operating Agreement or Tenant Guaranty upon written instructions from Assignee after the occurrence of an Event of Default to deliver directly to Assignee or its designated agent all checks and payments for all rents and other amounts accruing or due under such Tenant's Lease or such other party's Operating Agreement or Tenant Guaranty and to make such checks payable to such Person, and/or pay by direct deposit to such account, as Assignee may at any time and from time to time designate. The provisions of this Section 7 are not intended, as between Assignor and Assignee, to modify the terms and

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2025

UNOFFICIAL COPY

conditions set forth in the Fund IX Loan Agreement under which Assignee may direct any Tenant or other party under an Operating Agreement or Tenant Guaranty.

Section 8. If an Event of Default shall have occurred, then:

(A) To the extent provided in the Fund IX Loan Agreement, Assignor hereby irrevocably authorizes Assignee to notify each Tenant under a Lease and each other party under an Operating Agreement or Tenant Guaranty for the purposes contemplated by Section 7 and at Assignee's request, Assignor shall provide any confirming or separate notice to each such Tenant and other party as Assignee may request for the same purposes.

(B) Prior to receiving any notice from Assignee of Assignee's exercise of its rights under Section 7, Assignor shall have the right to receive, or have its property manager receive, payments from Tenants and the other party or parties to each Operating Agreement only in accordance with and subject to the terms of the other Loan Documents.

Section 9. Assignor shall comply with the terms of the Fund IX Loan Agreement with respect to the execution, termination, amendment, modification or waiver of the provisions of any Lease, Operating Agreement or Tenant Guaranty. Neither the execution and delivery of this Assignment, the Security Instrument or any of the other Loan Documents, nor any action or inaction on the part of Assignee, shall release (i) any Tenant from any of its obligations or liabilities under its Lease or Operating Agreement, (ii) any party from any of its obligations or liabilities under its Operating Agreement, (iii) any guarantor from any of its obligations or liabilities under any Tenant Guaranty or (iv) Assignor from any of its obligations or liabilities under the Leases or the Operating Agreements, or constitute an assumption of any such obligation or liability under the Leases or Operating Agreements on the part of Assignee.

Section 10. This Assignment shall not be construed to bind Assignee to the performance of any of the covenants, conditions or provisions contained in any Lease, Operating Agreement or Tenant Guaranty or otherwise impose any obligation upon Assignee. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Security Property upon Assignee unless Assignee has taken actual possession of the Security Property and only with respect to Assignee's gross negligence and willful misconduct; nor shall it operate to make Assignee responsible or liable for any waste committed on the Security Property, including the presence of any Hazardous Substances (as defined in the Fund IX Environmental Indemnity), or for any negligence by any Person other than Assignee in the management, upkeep, repair or control of the Security Property resulting in loss or injury or death to any Tenant, licensee, employee or third party. Nothing in this Assignment shall be construed as constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Security Property by Assignee.

Section 11. During the term hereof, all rights, powers and privileges of Assignee herein set forth are coupled with an interest and are irrevocable, subject to the terms and conditions hereof, and Assignor will not take any action under the Leases, the Operating Agreements, the Tenant Guaranties or otherwise which is inconsistent with this Assignment or any of the Loan Documents or any of the terms hereof or thereof, and any such action inconsistent herewith or therewith, as well as any further assignment of any rents, issue or profits

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/2011

UNOFFICIAL COPY

from the Security Property, shall be void. Assignor hereby waives any requirement that Assignee commence any foreclosure proceeding with respect to the Security Property or to any or all of the other properties and collateral securing payment of the Secured Obligations prior to enforcement of any remedies pursuant to this Assignment, including the right to commence and prosecute an action to appoint a receiver for rents and all other amounts due under any Leases, Operating Agreement or Tenant Guaranties. Assignor will, from time to time, upon request of Assignee, at Assignor's sole cost and expense, execute all instruments and further assurances and all supplemental instruments and take all such action as Assignee from time to time may reasonably request in order to perfect, preserve and protect the interests intended to be assigned to Assignee hereby or to enable Assignee to exercise or enforce its rights hereunder.

Section 12. Assignor hereby agrees that, except as permitted in the Fund IX Loan Agreement, it will not, unilaterally or by agreement, subordinate, amend, modify, extend, discharge, terminate, surrender, waive or otherwise change any term of any of the Leases, Operating Agreements or Tenant Guaranties. If any of the Leases or Operating Agreements shall be amended, they shall continue to be subject to the provisions hereof without the necessity of any further act by any of the parties hereto.

Section 13. All notices, demands, requests, consents, approvals and other instruments under this Assignment shall be in writing and shall be sent and deemed to have been actually or properly given if and when given in accordance with Section 12.6 of the Fund IX Loan Agreement.

Section 14. Upon the payment, or the provision, in accordance with the applicable provisions of the Fund IX Loan Agreement, the Security Instrument and the other Loan Documents, for the payment in full of the Secured Obligations, the assignment made herein and all rights hereunder assigned to Assignee shall cease and terminate and shall revert to Assignor. Further, upon the partial repayment of, or provision for the partial Defeasance of, the Notes and all other sums in an amount sufficient to cause the release of the Security Property from the Lien of the Security Instrument pursuant to the terms of Section 2.6 of the Fund IX Loan Agreement, the assignment made herein and all rights hereunder assigned to Assignee in respect thereof shall cease and terminate and revert to Assignor.

Section 15. GOVERNING LAW; CONSENT TO JURISDICTION.

(A) THE LOANS WERE NEGOTIATED IN THE STATE OF NEW YORK, AND THE PROCEEDS OF THE LOANS WERE DISBURSED FROM THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED BY THE LOAN DOCUMENTS, AND IN ALL RESPECTS, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS ASSIGNMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA EXCEPT THAT AT ALL TIMES THE PROVISIONS FOR THE CREATION, PERFECTION, AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO AND PURSUANT

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

TO THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE OR COMMONWEALTH IN WHICH THE SECURITY PROPERTY IS LOCATED, IT BEING UNDERSTOOD THAT, TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE OR COMMONWEALTH, THE LAW OF THE STATE OF NEW YORK SHALL GOVERN THE CONSTRUCTION, VALIDITY AND ENFORCEABILITY OF ALL LOAN DOCUMENTS AND ALL OF THE OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. TO THE FULLEST EXTENT PERMITTED BY LAW, ASSIGNOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS ASSIGNMENT, AND THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK PURSUANT TO § 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(B) ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST ASSIGNOR OR ASSIGNEE ARISING OUT OF OR RELATING TO THIS ASSIGNMENT MAY AT ASSIGNEE'S ELECTION BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN NEW YORK, NEW YORK, AND ASSIGNOR WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND ASSIGNOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING. ASSIGNOR DOES HEREBY DESIGNATE AND APPOINT CT CORPORATION SYSTEM, WITH OFFICES AT 1633 BROADWAY, NEW YORK, NEW YORK 10019, OR AT SUCH OTHER OFFICE IN NEW YORK, NEW YORK, AS ITS AUTHORIZED AGENT TO ACCEPT AND ACKNOWLEDGE ON ITS BEHALF SERVICE OF ANY AND ALL PROCESS WHICH MAY BE SERVED IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY FEDERAL OR STATE COURT IN NEW YORK, NEW YORK, AND AGREES THAT SERVICE OF PROCESS UPON SAID AGENT AT SAID ADDRESS AND WRITTEN NOTICE OF SAID SERVICE OF ASSIGNOR MAILED OR DELIVERED TO ASSIGNOR IN THE MANNER PROVIDED HEREIN SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON ASSIGNOR, IN ANY SUCH SUIT, ACTION OR PROCEEDING IN THE STATE OF NEW YORK. ASSIGNOR (I) SHALL GIVE PROMPT NOTICE TO ASSIGNEE OF ANY CHANGED ADDRESS OF ITS AUTHORIZED AGENT HEREUNDER, (II) MAY AT ANY TIME AND FROM TIME TO TIME DESIGNATE A SUBSTITUTE AUTHORIZED AGENT WITH AN OFFICE IN NEW YORK, NEW YORK (WHICH OFFICE SHALL BE DESIGNATED AS THE ADDRESS FOR SERVICE OF PROCESS), AND (III) SHALL PROMPTLY DESIGNATE SUCH A SUBSTITUTE IF ITS AUTHORIZED AGENT CEASES TO HAVE AN OFFICE IN NEW YORK, NEW YORK OR IS DISSOLVED WITHOUT LEAVING A SUCCESSOR.

Section 16. This Assignment may be modified, amended, discharged or waived only by an agreement in writing signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought. The covenants of this Assignment shall run with the land; and shall bind and inure to the benefit of Assignor, the successors and assigns of Assignor, all present and subsequent encumbrancers and Tenants of any portion of the Security Property. The covenants of this Assignment shall bind and inure to the benefit of Assignee, its successors and assigns.

30032023

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Section 17. No right or remedy herein conferred upon or reserved to Assignee is intended to be exclusive of any other right or remedy contained herein or in any of the other Loan Documents, and every right and remedy contained herein shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder, under each of the other Loan Documents or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or under any of the other Loan Documents, shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy available hereunder, under any of the other Loan Documents or otherwise.

Section 18. This Assignment is given as security in addition to and not in derogation of, the security of the Security Instrument (including the assignment of rents and grant of a security interest thereunder), and not as a part of the security of the Security Instrument, for the purpose of securing payment of the Secured Obligations in their entirety.

Section 19. Assignor covenants and agrees to reimburse Assignee upon receipt of written notice from Assignee for all reasonable costs and expenses (including attorneys' fees and disbursements) incurred by or on behalf of Assignee in connection with enforcing or preserving any rights, in response to third party claims or the prosecuting or defending of any action or proceeding or other litigation, in each case against, under or affecting Assignor, this Assignment, the Fund IX Loan Agreement, the other Loan Documents, the Security Property or any of the other Secured Obligations. Any costs and expenses due and payable to Assignee hereunder which are not paid by Assignor within twenty (20) Business Days after demand shall bear interest at the Default Rate from the date of the payment or incurring thereof, whichever is earlier, and may be paid from any amounts in the Deposit Account (if applicable), with notice thereof to Assignor.

Section 20. No failure on the part of the Assignee or any of its agents to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the Assignee or any of its agents of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. To the fullest extent Assignor may legally do so, Assignor waives all rights to a marshalling of the assets of Assignor, Assignor's partners, if any, and others with interests in Assignor, and of Assignor's properties and assets, or to a sale in inverse order of alienation in the event of foreclosure of the interests hereby created.

Section 21. Wherever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment.

Section 22. Subject to Section 16 above, this Assignment and the other Loan Documents are solely for the benefit of Assignee, its successors and assigns and the Assignor, and nothing contained in this Assignment or the other Loan Documents shall be deemed to confer upon anyone (including any Tenant or other party to an Operating Agreement) other than

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2011

UNOFFICIAL COPY

Assignee and Assignor any right to insist upon or to enforce the performance or observance of any of the obligations contained herein or therein.

Section 23. The provisions of Section 12.24 of the Fund IX Loan Agreement, relating to the exculpation of Assignor, are hereby incorporated herein by reference, as if set forth in full herein.

Section 24. All references herein to sections and exhibits are to sections and exhibits in or to this Assignment unless otherwise specified. Unless otherwise specified, the words "hereof", "herein" and "hereunder" and words of similar import when used in this Assignment shall refer to this Assignment as a whole and not to any particular provision of this Assignment. The words "includes", "including" and similar terms shall be construed as if followed by the words "without limitation". Unless otherwise specified, all meanings attributed to defined terms herein shall be equally applicable to both the singular and plural forms of the terms so defined.

Section 25. This Assignment may be executed in several counterparts, each of which shall be an original and all of which shall collectively constitute but one and the same instrument.

Section 26. Except as otherwise expressly provided, in the event of a conflict between the terms and conditions of this Assignment and any provision of the Fund IX Loan Agreement, the terms and provisions of the Fund IX Loan Agreement shall prevail and be controlling.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S).]

UNOFFICIAL COPY


Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, the party hereto has caused this Assignment to be duly executed by its duly authorized representative, as of the day and year first above written.

GLENBOROUGH FUND IX LLC, a Delaware limited liability company

By: GRT IX, INC., a Delaware corporation, its Manager

By: 

G. Lee Burns, Jr., Vice President

Property of Cook County Clerk's Office

30032023

UNOFFICIAL COPY

Property of Cook County Clerk's Office

100-100000

UNOFFICIAL COPY

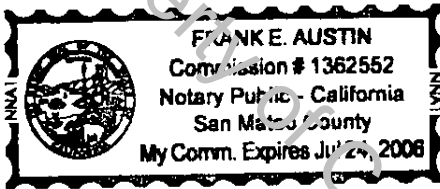
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Mateo } ss.

On December 20, 2002 before me, Frank E. Austin, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared G. Lee Burns, Jr.
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Frank E. Austin
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

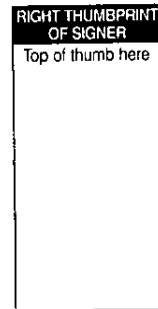
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____



30032023

UNOFFICIAL COPY

Property of Cook County Clerk's Office

20110801

UNOFFICIAL COPY

State of California)
) ss
County of _____)

On _____, 2002, before me, _____,
personally appeared _____, personally known to me, or proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

Property of Cook County Clerk's Office

30032023

UNOFFICIAL COPY

Property of Cook County Clerk's Office

0000000000

EXHIBIT A

(Legal Description)

PARCEL 1:

LOT 2 IN THE RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 1 AND PART OF THE NORTH 1/2 OF SECTION 12, IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED OCTOBER 6, 1982 AS DOCUMENT NO. 26374113, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY ARTICLE IV OF THE DECLARATION OF PROTECTIVE COVENANTS, RECORDED MARCH 28, 1980 AS DOCUMENT NO. 25406331, FOR INGRESS AND EGRESS AND UTILITIES UPON, OVER, ALONG, AND ACROSS "DRUMMER DRIVE" AS DEPICTED ON EXHIBIT 3 OF DOCUMENT NO. 25406331.

PARCEL 3:

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN PARAGRAPH 1 OF THE DECLARATION OF EASEMENTS FOR RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, FOR THE PURPOSE OF INGRESS AND EGRESS UPON, OVER, ALONG AND ACROSS THE AREAS DESIGNATED AS "ACCESS AND CIRCULATION ROADS AND SIDEWALKS" ON EXHIBIT B OF DOCUMENT NO. 26442124 AND CREATED BY DEED RECORDED DECEMBER 17, 1982 AS DOCUMENT NO. 26442125.

PARCEL 4:

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY ARTICLE IV OF THE DECLARATION OF PROTECTIVE COVENANTS RECORDED MARCH 28, 1980 AS DOCUMENT NO. 25406331 FOR DRAINAGE OVER AND UPON THE "STORM WATER DETENTION AREAS" AS DEPICTED ON EXHIBIT 3 OF DOCUMENT NO. 25406331.

PARCEL 5:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 UPON, OVER, UNDER, ALONG AND ACROSS THOSE PARTS OF LOTS 3, 4, 5 AND 6 AS SET FORTH ON THE PLAT OF SUBDIVISION OF WALDEN INTERNATIONAL, RECORDED JANUARY 30, 1980 AS DOCUMENT NO. 25342431, WITHIN THE AREAS MARKED "UTILITY EASEMENTS" AND UPON, OVER, UNDER, ALONG AND ACROSS THOSE PARTS OF LOTS 1 AND 3 AS SET FORTH ON THE PLAT OF RESUBDIVISION OF LOTS 1 AND 2 OF WALDEN INTERNATIONAL, RECORDED OCTOBER 6, 1982 AS DOCUMENT NO. 26374113, WITHIN THE AREAS MARKED "UTILITY EASEMENTS HEREBY DEDICATED" AND "EXISTING UTILITY EASEMENTS", FOR THE PURPOSES OF SEWER, GAS AND WATER SERVICES.

PARCEL 6:

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 UPON, OVER, UNDER, ALONG AND ACROSS THOSE PARTS OF LOTS 1 AND 3 OF THE RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, AS SET FORTH IN THE

30032023

UNOFFICIAL COPY

Property of Cook County Clerk's Office

DECLARATION OF EASEMENTS FOR RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, FOR CONSTRUCTING, UTILIZING, REPAIRING, MAINTAINING AND RECONSTRUCTING "UTILITY LINES" AS DEPICTED IN EXHIBIT C OF SAID DECLARATION RECORDED DECEMBER 17, 1982 AS DOCUMENT NO. 26442124 AND AS CREATED BY DEED RECORDED DECEMBER 17, 1982 AS DOCUMENT NO. 26442125.

(EXCEPTING FROM PARCELS 2 THROUGH 6 ANY PORTION THEREOF WHICH FALLS WITHIN PARCEL 1) ALL IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOT 3 IN RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 1 AND PART OF THE NORTH 1/2 OF SECTION 12, BOTH IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 8:

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 7 AS CREATED BY ARTICLE IV OF THE DECLARATION OF PROTECTIVE COVENANTS, RECORDED MARCH 28, 1980 AS DOCUMENT NUMBER 25406331, FOR INGRESS AND EGRESS AND UTILITIES UPON, OVER, ALONG AND ACROSS "DRUMMER DRIVE" AS DEPICTED ON EXHIBIT 3 OF DOCUMENT NUMBER 25406331;

PARCEL 9:

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 7 AS SET FORTH IN PARAGRAPH 1 OF THE DECLARATION OF EASEMENTS FOR RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, FOR THE PURPOSE OF INGRESS AND EGRESS UPON, OVER, ALONG AND ACROSS THE AREAS DESIGNATED AS "ACCESS AND CIRCULATION ROADS AND SIDEWALKS" ON EXHIBIT B OF DOCUMENT NUMBER 26442124 AND CREATED BY DEED RECORDED MARCH 3, 1982 AS DOCUMENT 26524367;

PARCEL 10:

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 7 AS CREATED BY ARTICLE IV OF THE DECLARATION OF PROTECTIVE COVENANTS RECORDED MARCH 28, 1980 AS DOCUMENT NUMBER 25406331 DEPICTED ON EXHIBIT 3 OF DOCUMENT NUMBER 25406331;

PARCEL 11:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 7 UPON, OVER, UNDER, ALONG AND ACROSS THOSE PARTS OF LOTS 3, 4, 5 AND 6 AS SET FORTH ON THE PLAT OF SUBDIVISION OF WALDEN INTERNATIONAL, RECORDED JANUARY 30, 1980 AS DOCUMENT NUMBER 25342431, WITHIN THE AREAS MARKED "UTILITY EASEMENTS" AND UPON, OVER, UNDER, ALONG AND ACROSS THOSE PARTS OF LOTS 1 AND 2 AS SET FORTH ON THE PLAT OF RESUBDIVISION OF LOTS 1 AND 2 OF WALDEN INTERNATIONAL, RECORDED OCTOBER 6, 1982 AS DOCUMENT NUMBER 26374113, WITHIN THE AREAS MARKED "UTILITY EASEMENTS HEREBY DEDICATED" AND "EXISTING UTILITY EASEMENTS", FOR THE PURPOSES OF SEWER, GAS AND WATER SERVICES.

30032023

UNOFFICIAL COPY

Property of Cook County Clerk's Office

PARCEL 12:

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 7 UPON, OVER, UNDER, ALONG AND ACROSS THOSE PARTS OF LOTS 1 AND 2 OF THE RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, AS SET FORTH IN THE DECLARATION OF EASEMENTS FOR RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL FOR CONSTRUCTING, UTILIZING, REPAIRING, MAINTAINING AND RECONSTRUCTING "UTILITY LINES" AS DEPICTED IN EXHIBIT C OF SAID DECLARATION RECORDED DECEMBER 17, 1982 AS DOCUMENT NUMBER 26442124 AND AS CREATED BY DEED RECORDED MARCH 3, 1982 AS DOCUMENT 26524367;

(EXCEPTING FROM PARCELS 8 THROUGH 12 ANY PORTION THEREOF WHICH FALLS WITHIN PARCEL 7), ALL IN COOK COUNTY, ILLINOIS.

TAX INDEX NUMBER: 07-01-101-008-0000
07-01-101-009-0000
07-12-101-023-0000
07-12-101-024-0000

COMMON STREET ADDRESS: 1933 Marcham Road, Schaumburg, Illinois 60173

Property of Cook County Clerk's Office

30032023

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/01/17