

# UNOFFICIAL COPY



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Eugene "Gene" Moore Fee: \$50.00  
Cook County Recorder of Deeds  
Date: 06/19/2003 12:58 PM Pg: 1 of 14

This Document Prepared by  
and after Recording Return to:

Deutsch, Levy & Engel Chartered  
225 W. Washington Street, Ste. 1700  
Chicago, Illinois 60606  
Attn: Aaron B. Zarkowsky

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## JUNIOR ASSIGNMENT OF RENTS AND LEASES

**THIS JUNIOR ASSIGNMENT OF RENTS AND LEASES** ("Assignment") is made and delivered as of the 17<sup>th</sup> day of June, 2003 by **MJH Northbrook LLC**, a Delaware limited liability company ("Assignor"), to and for the benefit of **FLASALLE BANK NATIONAL ASSOCIATION**, a national banking association, its successors and assigns ("Assignee").

### RECITALS:

A. Assignee has agreed to loan to **Fulcrum Northbrook, LLC**, a Delaware limited liability company ("Borrower") the principal amount of Six Hundred Thousand and no/100 Dollars (\$600,000) ("Loan"). The Loan shall be evidenced by a certain Promissory Note of even date herewith (as amended, restated or replaced from time to time, "Note") made by Borrower payable to Assignee in the principal amount of the Loan and due on June 17, 2008 ("Maturity Date"), except as may be accelerated pursuant to the terms hereof or of the Note or any other Loan Document (as defined in the Note).

B. Borrower is a Member of Assignor, and Assignor will benefit if the Loan is made to Borrower, since the proceeds of the Loan will be used by Borrower to refinance its Capital Contribution to the Assignor and for other obligations of Borrower to Assignor in Borrower's capacity as a Member of Assignor.

C. A condition precedent to Assignee's making of the Loan to Assignor is the execution and delivery by Assignor of this Assignment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

June 11, 2003 (7:49pm)

- 159937.2

1st AMERICAN TITLE order # 25848

5/7 *[Signature]*

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1. **Definitions.** All capitalized terms which are not defined herein shall have the meanings ascribed thereto in that certain Junior Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing of even date herewith from Assignor for the benefit of Assignee (as amended, modified, replaced or restated from time to time, "Mortgage") given as security for the Loan.

2. **Grant of Security Interest.** Assignor hereby grants, transfers, sets over and assigns to Assignee, all of the right, title and interest of Assignor in and to (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the land legally described in Exhibit A attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the "Premises"), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases (collectively, "Leases"), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises. This Assignment is an absolute transfer and assignment of the foregoing interests to Assignee given to secure:

(a) Payment by Borrower when due of (i) the indebtedness evidenced by the Note and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to Assignee or Borrower by Assignor under or with respect to the Loan Documents (as defined in the Note); and (iii) all costs and expenses paid or incurred by Assignee in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and

(b) Observance and performance by Assignor and Borrower of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Assignor or any other obligor to or benefiting Assignee which are evidenced or secured by or otherwise provided in the Note, this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof.

3. **Representations and Warranties of Assignor.** Assignor represents and warrants to Assignee that:

(a) this Assignment, as executed by Assignor, constitutes the legal and binding obligation of Assignor enforceable in accordance with its terms and provisions;

(b) Assignor is the lessor under all Leases;

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(c) except for the Senior Instruments, there is no other existing assignment of Assignor's entire or any part of its interest in or to any of the Leases, or any of the rents, issues, income or profits assigned hereunder, nor has either Assignor entered into any agreement to subordinate any of the Leases or such Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;

(d) Assignor has not executed any instrument or performed any act which may prevent Assignee from operating under any of the terms and provisions hereof or which would limit Assignee in such operation; and

(e) there are no defaults by the landlord and, to Assignee's knowledge, there are no material defaults by tenants under any Leases.

4. **Covenants of Assignor.** Assignor covenants and agrees that so long as this Assignment shall be in effect:

(a) Assignor shall not lease any portion of the Premises unless Assignor obtains Assignee's prior written consent to all aspects of such lease provided, however, that Assignee's prior written consent shall not be required if and only if (A) at the time Assignor enters into such Lease, no Event of Default shall have occurred hereunder and be continuing, (B) such Lease substantially conforms with a form of lease previously delivered to Assignee, (C) the term of such Lease, the rental rate per square foot of net rentable space thereunder and all of the other economic terms and provisions thereunder are in accordance with leasing guidelines approved from time to time by Assignee in writing and then in effect and (D) after giving effect to the economic terms of such Lease Assignor shall remain in compliance with the Debt Service Coverage ratio described in Paragraph 37 of the Mortgage, but further provided that Assignor promptly shall furnish to Assignee notice of the execution of any such Lease and a true, complete and correct copy thereof;

(b) Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and Assignor shall not do or suffer to be done anything to impair the security thereof. Assignor shall not (i) release the liability of any tenant under any Lease, (ii) consent to any tenant's withholding of rent or making monetary advances and off-setting the same against future rentals, (iii) consent to any tenant's claim of a total or partial eviction, (iv) consent to a tenant termination or cancellation of any Lease, except as specifically provided therein, or (v) enter into any oral leases with respect to all or any portion of the Premises;

(c) Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty days in advance of the time when the same shall become due, except for security or similar deposits;

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(d) Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents;

(e) Assignor shall not modify the terms and provisions of any Major Lease, nor shall Assignor give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease, except as expressly permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate any Major Lease, without Assignee's prior written consent; provided, however, that Assignor may cancel or terminate any Lease which is not a Major Lease as a result of a material default by the tenant thereunder and failure of such tenant to cure the default within the applicable time periods set forth in the Lease;

(f) Assignor shall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder; any termination fees payable under a Lease for the early termination or surrender thereof shall be paid jointly to Assignor and Assignee;

(g) Assignor shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law;

(h) Assignor shall not waive or excuse the obligation to pay rent under any Lease;

(i) Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of Assignee, including court costs and reasonable attorneys' fees, in any such action or proceeding in which Assignee may appear;

(j) Assignor shall give prompt notice to Assignee of any notice or any default by the lessor under any Lease received from any tenant or guarantor thereunder;

(k) Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Major Lease to be observed and performed by the tenants and guarantors thereunder and shall immediately notify Assignee of any material breach by the tenant or guarantor under any such Major Lease;

(l) Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;

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(m) Assignor shall not execute hereafter any Lease unless there shall be included therein a provision providing that the tenant thereunder acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to Assignee as Assignee, Assignee in possession or successor in title to the Premises for accountability for any security deposit required by lessor under such Lease unless such sums have actually been received in cash by Assignee as security for tenant's performance under such Lease;

(n) If any tenant under any Major Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Assignor covenants and agrees that if any such Major Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for termination or rejection of any such Major Lease will be made payable both to Assignor and Assignee. Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which shall be applied in accordance with the provisions of Paragraph 8 below; and

(o) Not later than thirty (30) days after the end of each calendar quarter, Assignor shall deliver to Assignee a certified rent roll for the Premises as of the last day of such period in a form reasonably satisfactory to Assignee.

As used herein, the term "Major Lease" shall mean any one or more Leases for space in the Premises with a single tenant or affiliated tenants under common ownership and control for space equal to or greater than twenty-percent (20%) of the net leaseable space in the Premises in the aggregate.

5. **Rights Prior to Default.** Unless or until an Event of Default (as defined in Paragraph 6) shall occur, Assignor shall have the right to collect, at the time (but in no event more than thirty days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence of an Event of Default, Assignor's right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to Assignor. Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

6. **Events of Default.** An "Event of Default" shall occur under this Assignment upon the occurrence of (a) a breach by Assignor of any of the covenants, agreements, representations, warranties or other provisions hereof which is not cured or waived within the applicable grace or cure period, if any, set forth in the Mortgage or (b) any other Event of Default described in the Note, Mortgage or the other Loan Documents.

7. **Rights and Remedies Upon Default.** At any time upon or following the occurrence of any Event of Default, Assignee, at its option, may exercise any one or more of the following rights

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and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing Assignor or any guarantor of the Note from any obligation, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Loan Documents:

(a) Declare the unpaid balance of the principal sum of the Note, together with all accrued and unpaid interest thereon, immediately due and payable;

(b) Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which Assignee deems necessary or proper;

(c) Either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to Assignee, without proof of default hereunder, upon receipt from Assignee of written notice to thereafter pay all such rents and other amounts to Assignee and to comply with any notice or demand by Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and Assignor shall facilitate in all reasonable ways Assignee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to Assignee; and

(d) Make any payment or do any act required herein of Assignor in such manner and to such extent as Assignee may deem necessary, and any amount so paid by Assignee shall become immediately due and payable by Assignor with interest thereon until paid at the Default Rate and shall be secured by this Assignment.

8. **Application of Proceeds.** All sums collected and received by Assignee out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default shall be applied in accordance with the Illinois Mortgage Foreclosure Law (Chapter 735, Sections 5/15-1101 et seq., Illinois Compiled Statutes) and, unless otherwise specified in such act, in such order as Assignee shall elect in its sole and absolute discretion.

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9. **Limitation of Assignee's Liability.** Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises or from any other act or omission of Assignee in managing, operating or maintaining the Premises following the occurrence of an Event of Default. Assignee shall not be obligated to observe, perform or discharge, nor does Assignee hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of Assignor under or by reason of this Assignment. Assignor shall and does hereby agree to indemnify, defend (using counsel satisfactory to Assignee) and hold Assignee harmless from and against any and all liability, loss or damage which Assignee may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however, in no event shall Assignor be liable for any liability, loss or damage which Assignor incurs as a result of Assignee's gross negligence or willful misconduct. Should Assignee incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon Assignee for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make Assignee responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth herein or in the Mortgage, and no exercise by Assignee of any of the rights set forth herein or in the Mortgage shall constitute or be construed as constituting Assignee a "Assignee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereof or of the Mortgage.

10. **No Waiver.** Nothing contained in this Assignment and no act done or omitted to be done by Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of Assignee under the terms and provisions of such instruments, and Assignee may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Assignee may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

11. **Further Assurances.** Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as Assignee may designate) and shall do or cause to be done such further acts, as Assignee may request, in order

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to permit Assignee to perfect, protect, preserve and maintain the assignment made to Assignee by this Assignment.

12. **Security Deposits.** Assignor acknowledges that Assignee has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that Assignee assumes no responsibility or liability for any security so deposited.

13. **Severability.** If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Assignee and Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

14. **Successors and Assigns.** This Assignment is binding upon Assignor and its legal representatives, successors and assigns, and the rights, powers and remedies of Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns.

15. **Written Modifications.** This Assignment shall not be amended, modified or supplemented without the written agreement of Assignor and Assignee at the time of such amendment, modification or supplement.

16. **Duration.** This Assignment shall become null and void at such time as Assignor shall have paid the principal sum of the Note, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents.

17. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

18. **Notices.** All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of Assignor and Assignee, as the case may be, as specified in the Mortgage.

19. **Waiver of Trial by Jury.** ASSIGNOR AND ASSIGNEE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS ASSIGNMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR



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**PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST ASSIGNEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.**

(Signature Page Follows)

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

MJH Northbrook, LLC  
a Delaware Limited Liability Company

By: MJH Realty LLC, a Delaware limited liability company

By:   
Marvin J. Herb  
Title: Manager

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First American Title  
Order # \_\_\_\_\_

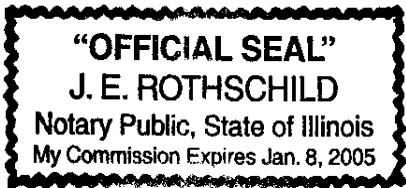
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STATE OF ILLINOIS        )  
   )  
 COUNTY OF COOK            )        ss  
   )

I, J. E. ROTHSCHILD a Notary Public in and for said County, in the State aforesaid, do hereby certify that Marvin J. Herb, the Manager of MJH Realty LLC, a Delaware limited liability company, member of MJH Northbrook LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such MANAGER, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said COMPANY, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 17<sup>th</sup> day of June, 2003.

J. E. Rothchild  
 NOTARY PUBLIC



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First American Title  
 Order # \_\_\_\_\_

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## EXHIBIT A

### Legal Description of Premises

#### **PARCEL 1 (500 SKOKIE BOULEVARD):**

LOT 2 IN LANE PARK SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 15, 1976 AS DOCUMENT NO. 23560771, IN COOK COUNTY, ILLINOIS.

#### **PARCEL 2:**

A PERMANENT NON-EXCLUSIVE EASEMENT FOR PARKING PURPOSES CREATED BY EASEMENT DATED APRIL 19, 1985 AND RECORDED MAY 17, 1985 AS DOCUMENT 85025180, ON, OVER AND ACROSS THAT PART OF LOT 3 IN LANE PARK SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PART OF SAID LOT IS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 3 AND RUNNING THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 152.04 FEET; THENCE SOUTHWESTERLY ALONG A LINE WHICH IS PERPENDICULAR TO THE WESTERLY LINE OF SAID LOT 3 A DISTANCE OF 136.06 FEET TO A POINT ON SAID WESTERLY LINE; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE A DISTANCE OF 67.85 FEET TO THE POINT OF BEGINNING.

#### **PARCEL 3 (555 SKOKIE BOULEVARD):**

LOT 3 IN NORTHWOOD EDENS, A SUBDIVISION OF PART OF HUGHES, BROWN, MOORE CORPORATION RESUBDIVISION OF UNITED REALTY COMPANY'S DUNDEE ROAD SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 1968 AS DOCUMENT 20377823 (EXCEPT THAT PART OF SAID LOT 3 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE WESTERLY ALONG THE CENTERLINE OF VACATED MAPLE HILL DRIVE, ON A CURVE TO THE LEFT HAVING A RADIUS OF 524.13 FEET, A DISTANCE OF 410.77 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID CENTERLINE, TANGENT TO THE LAST DESCRIBED CURVE, TAKEN AS BEING SOUTH 66 DEGREES 15 MINUTES 30 SECONDS WEST, FOR THIS DESCRIPTION, A DISTANCE OF 22.22 FEET TO THE NORTHEASTERLY LINE OF SKOKIE BOULEVARD, BEING THE SOUTHWESTERLY LINE OF SAID LOT 3, OR THE SOUTHEASTERLY EXTENSION OF SAID SOUTHWESTERLY LINE; THENCE ALONG SAID NORTHEASTERLY LINE OF SKOKIE BOULEVARD, TAKEN AS BEING NORTH 26 DEGREES 07 MINUTES 00 SECONDS WEST, FOR THIS DESCRIPTION, A DISTANCE OF 65 FEET; THENCE PARALLEL TO AND 65 FEET NORTHWESTERLY OF THE AFORESAID CENTERLINE OF VACATED MAPLE HILL DRIVE, NORTH 66 DEGREES 15 MINUTES 30 SECONDS EAST, A DISTANCE OF 29.28 FEET TO A POINT OF CURVE; THENCE CONCENTRIC WITH AND 65 FEET NORTHERLY OF SAID CENTERLINE, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 589.13 FEET, A DISTANCE OF 231.87 FEET TO A POINT, SAID POINT BEING 128 FEET SOUTHWESTERLY FROM, MEASURED AT RIGHT ANGLES TO, THE NORTHEASTERLY LINE OF SAID LOT 3; THENCE PARALLEL TO AND 128

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FEET SOUTHWESTERLY OF SAID NORTHEASTERLY LINE OF LOT 3, NORTH 26 DEGREES 06 MINUTES 00 SECONDS WEST, A DISTANCE OF 49.84 FEET; THENCE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, NORTH 63 DEGREES 54 MINUTES 00 SECONDS EAST, A DISTANCE OF 128 FEET TO A POINT IN THE AFORESAID NORTHEASTERLY LINE OF LOT 3; THENCE ALONG SAID NORTHEASTERLY LINE OF LOT 3, SOUTH 26 DEGREES 06 MINUTES 00 SECONDS EAST, A DISTANCE OF 95.40 FEET TO AN ANGLE POINT; THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE, SOUTH 26 DEGREES 45 MINUTES 00 SECONDS EAST, A DISTANCE OF 129.60 FEET TO THE POINT OF BEGINNING); IN COOK COUNTY, ILLINOIS.

**PARCEL 4 (555 SKOKIE BOULEVARD FRONTAGE ROAD PORTION):**

THAT PART OF VACATED HENRICI DRIVE (ALSO KNOWN AS FRONTAGE ROAD) BEING THAT PART OF BLOCK 11 IN HUGHES-BROWN-MOORE CORPORATION'S RESUBDIVISION OF UNITED REALTY COMPANY'S DUNDEE ROAD SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 21, 1927 AS DOCUMENT NO. 9692524, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 3 IN NORTHWOOD EDENS, A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 2 AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 1968 AS DOCUMENT NO. 20377823; THENCE NORTHEASTERLY ALONG THE NORTHEASTERLY EXTENSION OF THE NORTHWESTERLY LINE OF SAID LOT 3, 69.0 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 3, 268.29 FEET; THENCE SOUTHWESTERLY ALONG A LINE PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 3, 69.0 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID LOT 3; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 3, 268.29 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 5 (707 SKOKIE BOULEVARD):**

LOT 1 IN 707 CONSOLIDATED SUBDIVISION, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1979 AS DOCUMENT NUMBER 25034175 IN COOK COUNTY, ILLINOIS.

**PARCEL 6 (707 SKOKIE BOULEVARD FRONTAGE ROAD PORTION):**

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 1 IN 707 CONSOLIDATED SUBDIVISION, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 2, AFORESAID; THENCE NORTH 63 DEGREES 27 MINUTES 13 SECONDS EAST ALONG THE NORTHEASTERLY EXTENSION OF THE NORTHWESTERLY LINE OF SAID LOT 1, 69.55 FEET; THENCE SOUTH 26 DEGREES 29 MINUTES 35 SECONDS EAST 292.80 FEET; THENCE SOUTH 24 DEGREES 38 MINUTES 13 SECONDS EAST, 94.41 FEET; THENCE SOUTH 13 DEGREES 24 MINUTES 33 SECONDS EAST, 100.37 FEET; THENCE SOUTH 05 DEGREES 16 MINUTES 30 SECONDS EAST, 100.15 FEET; THENCE SOUTH 02 DEGREES 12 MINUTES 33 SECONDS EAST, 82.27 FEET TO AN INTERSECTION WITH AN EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 19 MINUTES 56 SECONDS WEST ALONG SAID LAST DESCRIBED LINE, 63.43 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH

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00 DEGREES 49 MINUTES 56 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 1, 195.60 FEET TO A CORNER OF SAID LOT 1; THENCE NORTH 26 DEGREES 44 MINUTES 37 SECONIIS WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, 447.95 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PINS: 04-02-402-030, 04-02-412-023, 04-02-424-034

ADDRESSES: 500, 555 AND 707 Skokie Boulevard, Northbrook, Illinois

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First American Title

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