

UNOFFICIAL COPY



Eugene "Gene" Moore Fee: \$48.00
Cook County Recorder of Deeds
Date: 07/01/2003 09:11 AM Pg: 1 of 13

Recorded By: *email do*

J. Wrase
Oppenheimer Wolff
45 S. Seventh St #3300
Minneapolis, MN 55402

207 ce

13/AC

Loan No. 121047317

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT, made this 11 day of June, 2003, by OAK LAWN ASSOCIATES, L.P., a New York limited partnership, whose post office address is 230 South Broad Street, Mezzanine, Philadelphia, Pennsylvania 19102 (hereinafter referred to as the "Assignor"), to AMERICAN EXPRESS CERTIFICATE COMPANY, a Delaware corporation, whose address is c/o American Express Financial Corporation, 25540 AKP Financial Center, Minneapolis, Minnesota 55474 (hereinafter referred to as the "Assignee"), WITNESSETH:

1564808

127

FOR VALUE RECEIVED, the Assignor hereby grants, transfers and assigns to the Assignee all of the right, title and interest of the Assignor in and to those certain leases set forth in Exhibit "B" hereto which leases demise portions of the Assignor's leasehold estate in the real estate described in Exhibit "A" attached hereto (hereinafter referred to as the "Premises"), together with any and all other leases of space on the Premises now or at any time hereafter entered into by the Assignor (the leases described in Exhibit "B" and all such other leases being hereinafter referred to as the "Leases"), together with any and all extensions and renewals thereof, together with any guarantees of the tenants' obligations thereunder, together with the immediate and continuing right to collect and receive all rents, income, payments and profits arising out of said Leases or out of the Premises or any part thereof (hereinafter referred to as the "Rents"), together with the right to all proceeds payable to the Assignor pursuant to any purchase options on the part of the tenants under the Leases, together with all payments derived therefrom including but not limited to claims for the recovery of damages done to the Premises or for the abatement of any nuisance existing thereon, claims for damages resulting from default under said

BOX 233-07

UNOFFICIAL COPY

Leases whether resulting from acts of insolvency or acts of bankruptcy or otherwise, and lump sum payments for the cancellation of said Leases or the waiver of any obligation or term thereof prior to the expiration date and the return of any insurance premiums or ad valorem tax payments made in advance and subsequently refunded, all for the purpose of securing the following (hereinafter collectively referred to as the "Indebtedness"):

ONE. Payment of the indebtedness evidenced by that certain Promissory Note (hereinafter referred to as the "Note") (including any extensions or renewals thereof) in the principal sum of Two Million and 00/100 Dollars (\$2,000,000.00) dated of even date herewith, executed and delivered by the Assignor and payable to the order of the Assignee, secured by a Mortgage and Security Agreement and Fixture Financing Statement with Assignment of Leases and Rents (hereinafter referred to as the "Mortgage") of same date from the Assignor to the Assignee upon Assignor's leasehold estate in the Premises, filed for record in the County of Cook, State of Illinois,

TWO. Payment of all other sums with interest thereon becoming due and payable to the Assignee herein and in said Note and Mortgage contained;

THREE. Performance and discharge of each and every obligation, covenant and agreement of the Assignor herein and in said Note and Mortgage contained.

AND THE ASSIGNOR FURTHER AGREES, ASSIGNS AND COVENANTS:

1. Performance of Leases. To faithfully abide by, perform and discharge each and every obligation, covenant and agreement of said Leases by lessor to be performed; to use its best efforts to enforce or secure the performance of each and every obligation, covenant, condition and agreement of said Leases by the tenants to be performed; not to modify, extend, renew, terminate, accept a surrender of, or in any way alter the terms of the Leases except pursuant to existing Leases where tenants have options to renew; nor borrow against, pledge, or assign any of the Assignor's rights under the Leases or any Rents due thereunder (except in connection with the Permitted Secondary Financing as defined in the Mortgage), nor consent to a subordination or assignment of the interest of the tenants thereunder to any party other than the Assignee, nor anticipate the rents thereunder for more than one (1) month in advance or reduce the amount of the rents and other payments thereunder, nor waive, excuse, condone or in any manner release or discharge the tenants of or from their obligations, covenants, conditions and agreements to be performed, except as strictly permitted in the Leases, nor to incur any indebtedness to the tenants, nor enter into any additional Leases of all or any part of the Premises without the prior written consent of the Assignee, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary contained herein, Assignor shall notify Assignee of default by tenants of the Premises and Assignor shall have the authority to exercise any rights with respect to such default, including the termination of any Lease.

UNOFFICIAL COPY

2. Protect Security. At the Assignor's sole cost and expense, to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of the lessor thereunder, and to pay all costs and expenses of the Assignee, including attorneys' fees in a reasonable sum, in any such action or proceeding in which the Assignee in its sole discretion may appear.
3. Representations. With respect to the Leases set forth on Exhibit "B," the Assignor represents and warrants that: (a) it is now the absolute owner of the Leases with full right and title to assign the same and the Rents due thereunder; (b) the Leases are valid, in full force and effect and have not been modified or amended, except as specified in Exhibit B; (c) there are no outstanding assignments or pledges of the Leases or Rents due thereunder except pursuant to the Permitted Secondary Financing; (d) there are no existing defaults under the provisions of the Leases on the part of any party thereto; (e) no Rents have been waived, anticipated, discounted, compromised or released; and (f) the tenants under the Leases have no defenses, setoffs, or counterclaims against the Assignor.
4. Present Assignment. This Assignment shall constitute a perfected, absolute and present assignment, provided, notwithstanding anything to the contrary contained herein, the Assignor shall have the right to collect, but not prior to accrual, all of the Rents and to retain, use and enjoy the same and to enforce the Leases unless and until an Event of Default shall occur, as defined in the Mortgage. The Assignor hereby releases and surrenders to the Assignee all rights to amend, modify or in any way alter the Leases without the prior written consent of the Assignee, which consent shall not be unreasonably withheld.
5. Remedies. Upon or at any time during the continuance of an Event of Default, or if any material representation or warranty herein proves to be untrue, then the Assignee, without regard to waste, adequacy of the security or solvency of the Assignor, may declare all Indebtedness immediately due and payable, may revoke the privilege granted the Assignor hereunder to collect the Rents, and may, at its option, without notice, either:
 - a. In person or by agent, with or without taking possession of or entering the Premises, with or without bringing any action or proceeding, give, or require the Assignor to give, notice to the tenants under the Leases authorizing and directing the tenants to pay all Rents directly to the Assignee; collect all of the Rents; enforce the payment thereof and exercise all of the rights of the Assignor under the Leases and all of the rights of the Assignee hereunder; and may enter upon, take possession of, manage and operate the Premises, or any part thereof; may cancel, enforce or modify the Leases, and fix or modify Rents, and do any acts which the Assignee deems proper to protect the security hereof; or
 - b. Apply for appointment of a receiver as a matter of right and without notice in accordance with the statutes and law made and provided for, which

UNOFFICIAL COPY

receivership the Assignor hereby consents to, who shall collect the Rents; manage the Premises so as to prevent waste; execute Leases within or beyond the period of receivership; perform the terms of this Assignment and apply the Rents as hereinafter provided.

The entering upon and taking possession of such Premises, the appointment of a receiver, the collection of such Rents and the application thereof as aforesaid shall not cure or waive any default or waive, modify or affect notice of default under the Mortgage or invalidate any act done pursuant to said notice, nor in any way operate to prevent the Assignee from pursuing any remedy which now or hereafter it may have under the terms and conditions of the Mortgage or the Note secured thereby or any other instruments securing the same. The rights and powers of the Assignee hereunder shall remain in full force and effect both prior to and after any foreclosure of the Mortgage and any sale pursuant thereto and until expiration of the period of redemption from said sale, regardless of whether a deficiency remains from said sale. The purchaser at any foreclosure sale, including the Assignee, shall have the right, at any time and without limitation, to advance money to any receiver appointed hereunder to pay any part or all of the items which the receiver would otherwise be authorized to pay if cash were available from the Premises and the sum so advanced, with interest at the Default Rate, as defined in the Note, shall be a part of the sum required to be paid to redeem from any foreclosure sale.

6. Application of Rents. Any Rents shall be applied in such order as Assignee shall deem proper to the operation and management of the Premises including: (a) to the payment of the Indebtedness, (b) to payment of all reasonable fees of any receiver appointed hereunder, (c) to payment of reasonable attorneys' fees, (d) to payment when due of prior or current real estate taxes or special assessments with respect to the Premises or, if the Mortgage so requires, to the periodic escrow for payment of the taxes or special assessments then due, (e) to payment when due of premiums for insurance of the type required by the Mortgage or, if the Mortgage so requires, to the periodic escrow for the payment of premiums then due, and (f) to payment of all expenses for normal maintenance of the Premises. Any Rents remaining after application of the above items shall be applied to the Indebtedness. If the Premises shall be foreclosed and sold pursuant to a foreclosure sale, then:
 - a. If the Assignee is the purchaser at the foreclosure sale, the Rents shall be paid to the Assignee to be applied to the extent of any deficiency remaining after the sale, the balance to be retained by the Assignee, and if the Premises be redeemed by the Assignor or any other party entitled to redeem, to be applied as a credit against the redemption price with any remaining excess Rents to be paid to the Assignor, provided, if the Premises not be redeemed, any remaining excess Rents to belong to the Assignee, whether or not a deficiency exists;

UNOFFICIAL COPY

- b. If the Assignee is not the purchaser at the foreclosure sale, the Rents shall be paid to the Assignee to be applied first, to the extent of any deficiency remaining after the sale, the balance to be retained by the purchaser, and if the Premises be redeemed by the Assignor or any other party entitled to redeem, to be applied as a credit against the redemption price with any remaining excess Rents to be paid to the Assignor, provided, if the Premises not be redeemed any remaining excess Rents shall be paid first, to the purchaser at the foreclosure sale in an amount equal to the interest accrued upon the sale price, then to the Assignee to the extent of any deficiency remaining unpaid and the remainder to the purchaser.
7. No Liability for the Assignee. The Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under said Leases, nor shall this Assignment operate to place responsibility for the control, care, management or repair of the Premises upon the Assignee, nor for the carrying out of any of the terms and conditions of said Leases; nor shall it operate to make the Assignee responsible or liable for any waste committed on the Premises, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of said Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger, nor liable for laches or failure to collect the Rents, and the Assignee shall be required to account only for such moneys as are actually received by it. Notwithstanding the foregoing, the Assignee shall be liable for its gross negligence or willful misconduct. All actions taken by the Assignee pursuant to this Assignment shall be taken for the purposes of protecting the Assignees' security, and the Assignor hereby agrees that nothing herein contained and no actions taken by the Assignee pursuant to this Assignment, including, but not limited to, the Assignees' approval or rejection of any Lease for any portion of the Premises, shall in any way alter or impact the obligation of the Assignor to pay the Indebtedness. The Assignor hereby waives any defense or claim that may now exist or hereinafter arise by reason of any action taken by the Assignee pursuant to this Assignment.
8. Assignor to Hold Assignee Harmless. The Assignor shall and does hereby agree to indemnify and to hold the Assignee harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases. Notwithstanding the foregoing, the Assignee shall be liable for its gross negligence or willful misconduct. Should the Assignee incur any such liability, or any costs or expenses in the defense of any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorneys' fees, shall be secured hereby, shall be added to the Indebtedness and the Assignor shall reimburse the Assignee therefor immediately upon demand, and the continuing failure of the Assignor so to do shall constitute a default hereunder and an Event of Default under the Mortgage.

UNOFFICIAL COPY

9. Security Deposits. The Assignor agrees on demand to transfer to the Assignee any security deposits held by the Assignor under the terms of the Leases. The Assignor agrees that such security deposits may be held by the Assignee without any allowance of interest thereon, except statutory interest accruing to the benefit of the tenants, and shall become the absolute property of the Assignee upon a default hereunder or an Event of Default under the Mortgage to be applied in accordance with the provisions of the Leases. Until the Assignee makes such demand and the deposits are paid over to the Assignee, the Assignee assumes no responsibility to the tenants for any such security deposit.
10. Authorization to Tenants. The tenants under the Leases are hereby irrevocably authorized and directed to recognize the claims of the Assignee or any receiver appointed hereunder without investigating the reason for any action taken by the Assignee or such receiver, or the validity or the amount of indebtedness owing to the Assignee, or the existence of any default in the Note, the Mortgage, or under or by reason of this Assignment, or the application to be made by the Assignee or receiver. The Assignor hereby irrevocably directs and authorizes the tenants to pay to the Assignee or such receiver all sums due under the Leases and consents and directs that said sums shall be paid to the Assignee or any such receiver in accordance with the terms of its receivership without the necessity for a judicial determination that a default has occurred hereunder or under the Mortgage or that the Assignee is entitled to exercise its rights hereunder, and to the extent such sums are paid to the Assignee or such receiver, the Assignor agrees that the tenants shall have no further liability to the Assignor for the same. The sole signature of the Assignee or such receiver shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of the Assignee or such receiver for any sums received shall be a full discharge and release therefor to any such tenants or occupants of the Premises. Checks for all or any part of the Rents collected under this Assignment shall upon notice from the Assignee or such receiver be drawn to the exclusive order of the Assignee or such receiver.
11. Satisfaction. Upon the payment in full of all Indebtedness as evidenced by a recorded satisfaction of the Mortgage executed by the Assignee, or its subsequent assign, this Assignment shall without the need for any further satisfaction or release become null and void and be of no further effect.
12. Assignee Creditor of the Tenants. Upon or at any time during the continuance of an Event of Default in the payment of any Indebtedness or in the performance of any obligation, covenant, or agreement herein or in the Note and Mortgage contained, the Assignor agrees that the Assignee, and not the Assignor, shall be and be deemed to be the creditor of the tenants in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings affecting such tenants (without obligation on the part of the Assignee, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditors' rights therein, and reserving the right to the Assignor to make such filing in such event) with an option to the

UNOFFICIAL COPY

Assignee to apply any money received by the Assignee as such creditor in reduction of the Indebtedness.

13. Assignee Attorney-In-Fact. The Assignor hereby irrevocably appoints the Assignee and its successors and assigns as its agent and attorney-in-fact, which appointment is coupled with an interest, to exercise any rights or remedies hereunder and to execute and deliver during the term of this Assignment such instruments as this Assignee may deem necessary to make this assignment and any further assignment effective.
14. Subsequent Leases. Until the Indebtedness shall have been paid in full, the Assignor will deliver to the Assignee executed copies of any and all other and future leases upon all or any part of the said Premises and agrees to make, execute and deliver unto the Assignee upon demand and at any time or times, any and all assignments and other instruments sufficient to assign the Leases and the Rents thereunder to the Assignee or that the Assignee may deem to be advisable for carrying out the true purposes and intent of this Assignment. From time to time on request of the Assignee the Assignor agrees to furnish the Assignee with a rent roll of the Premises disclosing current tenancies, rents payable, and such other matters as the Assignee may reasonably request.
15. General Assignment of Leases and Rents. The rights contained in this Assignment are in addition to and shall be cumulative with the rights given and created in Article 6 of the Mortgage, assigning generally all leases, rents and profits of the Premises and shall in no way limit the rights created thereunder. The giving of this Assignment is a condition precedent of the Assignees' to the making of the Mortgage loan secured hereby.
16. No Mortgagee in Possession. Nothing herein contained and no actions taken pursuant to this Assignment shall be construed as constituting the Assignee a "Mortgagee in Possession."
17. Continuing Rights. The rights and powers of the Assignee or any receiver hereunder shall continue and remain in full force and effect until all indebtedness, including any deficiency remaining from a foreclosure sale, are paid in full, and shall continue after commencement of a foreclosure action and, if the Assignee be the purchaser at the foreclosure sale, after foreclosure sale and until expiration of the equity of redemption.
18. Successors and Assigns. This Assignment and each and every covenant, agreement and provision hereof shall be binding upon the Assignor and its successors and assigns including, without limitation, each and every from time to time record owner of the leasehold estate in the Premises or any other person having an interest therein and shall inure to the benefit of the Assignee and its successors and assigns. As used herein the words "successors and assigns" shall also be deemed to mean the heirs, executors, representatives and administrators of any natural person who is or becomes a party to this Assignment.

UNOFFICIAL COPY

19. Governing Law. This Assignment shall be governed by the laws of the State of Illinois.
20. Validity Clause. It is the intent of this Assignment to confer to the Assignee the rights and benefits hereunder to the full extent allowable by law. The unenforceability or invalidity of any provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid. Any provisions found to be unenforceable shall be severable from this Assignment.
21. Notices. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing and either (a) mailed by certified mail, return receipt requested, or (b) sent by an overnight carrier which provides for a return receipt, or (c) sent by facsimile followed up by mailing of such notice by either of the methods set forth in Section 21(a) or (b) above on the day of sending such facsimile or the next succeeding business day. Any such notice shall be sent to the respective party's address as set forth on Page 1 of this Assignment or to such other address as such party may, by notice in writing, designate as its address. Any such notice shall constitute service of notice hereunder three (3) business days after the mailing thereof by certified mail, one (1) business day after the sending thereof by overnight carrier, and on the same day as the sending of a facsimile pursuant to the terms hereof.
22. Costs of Enforcement. Assignor agrees to pay the costs and expenses, including but not limited to attorneys' fees and legal expenses incurred by Assignee in the exercise of any right or remedy available to it under this Assignment. If Assignee retains attorneys to enforce any of the terms of this Assignment, the Mortgage, the Note or any other loan document or because of the breach by Assignor of any of the terms thereof or for the recovery of any Indebtedness, Assignor shall pay to Assignee attorneys' fees and all costs and expenses, whether or not an action is actually commenced and the right to such attorneys' fees and all costs and expenses shall be deemed to have accrued on the date such attorneys are retained, shall include fees and costs in connection with litigation, arbitration, mediation, bankruptcy and/or administrative proceedings, and shall be enforceable whether or not such action is prosecuted to judgment and shall include all appeals. Attorneys' fees and expenses shall for purposes of this Assignment include all paralegal, electronic research, legal specialists and all other costs in connection with that performance of Assignee's attorneys. If Assignee is made a party defendant of any litigation concerning this Assignment or the Premises or any part thereof or therein, or the construction, maintenance, operation or the occupancy or use thereof by Assignor, then Assignor shall indemnify, defend and hold Assignee harmless from and against all liability by reason of said litigation, including attorneys' fees and all costs and expenses incurred by Assignee in any such litigation or other proceedings, whether or not any such litigation or other proceedings is prosecuted to judgment or other determination.
23. Partial Non-Recourse to the Partners of the Assignor. Notwithstanding anything to the contrary contained in this Assignment, the liability of the partners of the

UNOFFICIAL COPY

Assignor for the Indebtedness and for the performance of the other agreements, covenants and obligations contained in the Note, the Mortgage, this Assignment and other security documents securing the Note shall be limited as set forth in Section 21 of the Note.

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Leases and Rents to be executed as of the date first above written.

OAK LAWN ASSOCIATES, L.P.,
a New York limited partnership

By: Buster Oak Lawn Associates, L.P.,
a Delaware limited partnership
Its: Sole General Partner

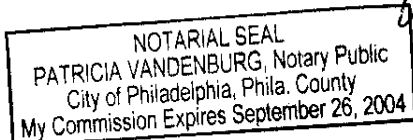
By: Buster, Inc.,
a Delaware corporation
Its: Sole General Partner

By: _____
Edward B. Lipkin
Its: President

STATE OF Pa)
COUNTY OF Delco) ss.

On this, the 10 day of June, 2003, before me, a Notary Public, the undersigned officer, personally appeared Edward B. Lipkin, the President of Buster, Inc., a Delaware corporation, the sole general partner of Buster Oak Lawn Associates, L.P., a Delaware limited partnership, the sole general partner of Oak Lawn Associates, L.P., a New York limited partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

Patricia Vandenburg
Notary Public



UNOFFICIAL COPY

THIS DOCUMENT WAS DRAFTED BY:

Julie A. Wrase
OPPENHEIMER WOLFF & DONNELLY LLP
Suite 3300
45 South Seventh Street
Minneapolis, Minnesota 55402
(612) 607-7000

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 468.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3 WITH THE WEST LINE OF CRAWFORD AVENUE PER DOCUMENT NO. 19207514 BEING A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION, THENCE SOUTH 00 DEGREES 14 MINUTES 10 SECONDS EAST ALONG SAID WEST LINE OF CRAWFORD AVENUE, 747.288 FEET TO THE POINT OF TANGENCY WITH THE ARC OF A CIRCLE OF 75.00 FEET RADIUS, CONVEX SOUTHEASTERLY, WHOSE CHORD BEARS SOUTH 44 DEGREES 52 MINUTES 55 SECONDS WEST, AND WHOSE TANGENTS ARE THE AFORESAID WEST LINE OF CRAWFORD AVENUE AND THE NORTH LINE OF 95TH STREET PER EASEMENT DOCUMENT NO. 10858729, BEING A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE SOUTHWESTERLY 118.12 FEET ALONG THE AFORESAID ARC TO THE POINT OF TANGENCY WITH THE AFORESAID NORTH LINE OF 95TH STREET; THENCE WEST, ALONG SAID NORTH LINE, 256.69 FEET TO THE WEST LINE OF THE EAST 382.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE NORTH 00 DEGREES 14 MINUTES 10 SECONDS WEST, ALONG SAID WEST LINE, 400.00 FEET TO THE NORTH LINE OF THE SOUTH 450.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE WEST ALONG SAID NORTH LINE, 312.00 FEET TO THE WEST LINE OF THE EAST 694.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 00 DEGREES 14 MINUTES 10 SECONDS EAST, ALONG SAID WEST LINE, 400.00 FEET TO THE AFORESAID NORTH LINE OF 95TH STREET, THENCE WEST ALONG SAID NORTH LINE, 300.00 FEET TO THE WEST LINE OF THE EAST 994.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE NORTH 00 DEGREES 14 MINUTES 10 SECONDS WEST, ALONG SAID WEST LINE, 400.00 FEET TO THE NORTH LINE OF THE SOUTH 450.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE WEST, ALONG SAID NORTH LINE, 92.075 FEET TO THE EAST LINE OF THE WEST 241.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE NORTH 00 DEGREES 12 MINUTES 27 SECONDS WEST, ALONG SAID EAST LINE, 220.00 FEET; THENCE NORTH 44 DEGREES 37 MINUTES 06 SECONDS EAST, 70.926 FEET TO THE EAST LINE OF THE WEST 291.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE NORTH 00 DEGREES 12 MINUTES 27 SECONDS WEST, ALONG SAID EAST LINE, 150.00 FEET TO THE SOUTH LINE OF THE AFORESAID NORTH 468.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE NORTH 89 DEGREES 52 MINUTES 39 SECONDS EAST, ALONG SAID SOUTH LINE, 985.859 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL, NON-EXCLUSIVE EASEMENTS FOR ACCESS, PARKING AND STORM WATER DRAINAGE FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN CROSS ACCESS EASEMENT AGREEMENT MADE BY AND BETWEEN HOME DEPOT U.S.A., INC., OAK LAWN ASSOCIATES, L.P. THE STANDARD BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 1227, 95TH & PULASKI, L.L.C., JEWEL FOOD STORES, INC., JACK THOMPSON OLDSMOBILE, INC., AND VILLAGE OF OAK LAWN DATED JUNE 13, 2002 AND RECORDED JUNE 14, 2002 AS DOCUMENT NUMBER 0020669293.

UNOFFICIAL COPY

EXHIBIT "A" (Cont'd)

PARCEL 3:

PERPETUAL, NON-EXCLUSIVE EASEMENTS FOR ACCESS, UTILITIES AND PARKING FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN EASEMENT AGREEMENT MADE BY AND BETWEEN THE STANDARD BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 1227, OAK LAWN ASSOCIATES, L.P., HOME DEPOT U.S.A., INC., JEWEL FOOD STORES, INC., AND FIFTH THIRD BANK AS TRUSTEE UNDER TRUST NUMBER 11333 DATED JUNE 13, 2002 AND RECORDED JUNE 14, 2002 AS DOCUMENT NUMBER 0020660288.

Permanent Index Numbers: 24-03-400-023-0000
24-03-400-024-0000
24-03-400-025-0000

Address of Property: 4050 W. 95th Street, Oak Lawn, Illinois
9424 S. Pulaski Road, Oak Lawn, Illinois

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "B" LEASES

<u>Tenant</u>	<u>Square Feet</u>	<u>Lease Commencement Date</u>	<u>Lease Expiration Date</u>
Home Depot #1955	97,415	06/13/02	01/31/28
Jewel Supermarket #2107	58,575	12/08/78	01/03/09