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Eugene "Gene" Moore Fee: \$62.00
Cook County Recorder of Deeds
Date: 08/01/2003 02:55 PM Pg: 1 of 20

01-09708

BRICKTOWN MALAN, LLC, as assignor

(Borrower)

to

UBS REAL ESTATE INVESTMENTS INC., as assignee

(Lender)

ASSIGNMENT OF LEASES AND RENTS

Dated: As of July 14, 2003

Location: 6560 W. Fullerton Avenue, Chicago, Illinois

County: Cook

~~PREPARED BY AND UPON
RECORDATION RETURN TO:~~

Brown Raysman Millstein Felder & Steiner, LLP
900 Third Avenue
New York, New York 10022
Attention: Scott A. Weinberg, Esq.
4194/102

WHEN RECORDED RETURN TO:
LANDAMERICA
NCS Division
1050 Wilshire Dr., Ste. 310
Troy, MI 48064
Case No. 092038

Lawyers Title Insurance Corporation

Property of Cook County Clerk's Office

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ASSIGNMENT OF LEASES AND RENTS

14 THIS ASSIGNMENT OF LEASES AND RENTS (this "**Assignment**") is made as of the day of July, 2003 by BRICKTOWN MALAN, LLC, a Delaware limited liability company, as assignor, having its principal place of business c/o Malan Realty Investors, Inc., 30200 Telegraph Road, Suite 105, Bingham Farms, Michigan 48025-4503 ("**Borrower**"), to UBS REAL ESTATE INVESTMENTS INC., as assignee, having an address at 1285 Avenue of the Americas, 11th Floor, New York, New York 10019 ("**Lender**").

WITNESSETH:

A. This Assignment is given in connection with a loan in the principal sum of TWENTY MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$20,500,000.00) (the "**Loan**") made by Lender to Borrower pursuant to that certain Loan Agreement dated as of the date hereof between Borrower and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), and evidenced by that certain Promissory Note dated the date hereof made by Borrower to Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Note**"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

B. The Note is secured by that certain Mortgage, Assignment of Leases and Rents and Security Agreement dated the date hereof made by Borrower for the benefit of Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Mortgage**"), encumbering, as a first mortgage lien thereon, the land more particularly described on Exhibit A annexed hereto and made a part hereof and the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (collectively, the "**Property**").

C. Borrower has agreed to execute and deliver this Assignment to further secure the payment and performance of all of the Obligations under the Note, the Loan Agreement and the other Loan Documents.

NOW THEREFORE, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Assignment:

ARTICLE 1 ASSIGNMENT

Section 1.1 Property Assigned. Borrower hereby absolutely and unconditionally assigns and grants to Lender the following property, rights, interests and estates, now owned or hereafter acquired by Borrower:

(a) Leases. All existing and future Leases (including the right to enforce such Leases at law, in equity or by any other means) affecting the use, enjoyment, or occupancy of all or any part of the Property and the right, title and interest of Borrower, its successors and assigns, therein and thereunder; this Assignment of existing and future Leases and other agreements being effective without any further or supplemental assignment documents. The term "**Leases**"

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shall include all agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the Property or any portion thereof now or hereafter made, whether made before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. §101 *et seq.*, as the same may be amended from time to time (the “**Bankruptcy Code**”), together with any extension, renewal or replacement of the same.

(b) Rents. All Rents, which term shall include Rents paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code.

(c) Bankruptcy Claims. All of Borrower’s claims and rights (the “**Bankruptcy Claims**”) to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code.

(d) Lease Guaranties. All of Borrower’s right, title and interest in, and claims under, any and all lease guaranties, letters of credit and any other credit support (individually, a “**Lease Guaranty**”, and collectively, the “**Lease Guaranties**”) given by any guarantor in connection with any of the Leases or leasing commissions (individually, a “**Lease Guarantor**”, and collectively, the “**Lease Guarantors**”) to Borrower.

(e) Proceeds. All proceeds from the sale or other disposition of the Leases, the Rents, the Lease Guaranties and/or the Bankruptcy Claims.

(f) Other. All rights, powers, privileges, options and other benefits of Borrower as the lessor under any of the Leases and the beneficiary under any of the Lease Guaranties, including, without limitation, the immediate and continuing right to make claims for, and to receive, collect and acknowledge receipt for all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Debt or the Other Obligations), and to do all other things which Borrower or any lessor is or may become entitled to do under any of the Leases or Lease Guaranties.

(g) Entry. The right, at Lender’s option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents.

(h) Power Of Attorney. Borrower’s irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in Section 3.1 of this Assignment, and any or all other actions designated by Lender for the proper management and preservation of the Property.

(i) Other Rights And Agreements. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (h) above, and all amendments, modifications, replacements, renewals and substitutions thereof.

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ARTICLE 2 TERMS OF ASSIGNMENT

Section 2.1 Present Assignment and License Back. It is intended by Borrower that this Assignment constitute a present, absolute assignment of the Leases, Rents, Lease Guaranties and Bankruptcy Claims, and not an assignment for additional security only. Nevertheless, subject to the terms of this Section 2.1 and the terms of the Loan Agreement and the Cash Management Agreement, Lender grants to Borrower a revocable license to collect, receive, use and enjoy the Rents, as well as any sums due under the Lease Guaranties. Borrower shall hold the Rents, as well as all sums received pursuant to any Lease Guaranty, or a portion thereof sufficient to discharge all current sums due on the Obligations, in trust for the benefit of Lender for use in the payment of such sums.

Section 2.2 Notice to Lessees. Borrower hereby authorizes and directs the lessees named in the Leases, any other future lessees or occupants of the Property and all Lease Guarantors to pay over to Lender or to such other party as Lender directs all Rents and all sums due under any Lease Guaranties, upon receipt from Lender of written notice to the effect that Lender is then the holder of this Assignment and that an Event of Default exists, that such Person(s) should thereafter pay over to Lender or to such other party as Lender directs all Rents and all sums due under any Lease Guaranties and to continue so to do until otherwise notified by Lender.

Section 2.3 Incorporation by Reference. All representations, warranties, covenants, conditions and agreements contained in the Loan Agreement and the other Loan Documents, as the same may be modified, renewed, substituted or extended from time to time, are hereby made a part of this Assignment to the same extent and with the same force as if fully set forth herein.

ARTICLE 3 REMEDIES

Section 3.1 Remedies of Lender. Upon the occurrence of an Event of Default, the license granted to Borrower in Section 2.1 of this Assignment shall automatically be revoked and Lender shall immediately be entitled to possession of all Rents and all sums due under any Lease Guaranties, whether or not Lender enters upon or takes control of the Property. In addition, Lender may, at its option, without waiving any Event of Default, without regard to the adequacy of the security for the Obligations, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, dispossess Borrower and its agents and servants from the Property, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of the Property and all books, records and accounts relating thereto, and have, hold, manage, lease and operate the Property on such terms and for such period of time as Lender may deem proper and, either with or without taking possession of the Property, in its own name, demand, sue for or otherwise collect and receive all Rents and all sums due under all Lease Guaranties, including, without limitation, those past due and unpaid, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as Lender may reasonably deem necessary or advisable, and may apply the Rents and the sums received pursuant to any Lease Guaranties to the payment and performance of the following in such order

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and proportion as Lender in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all actual expenses of managing and securing the Property, including, without being limited thereto, the reasonable salaries, fees and wages of a managing agent and such other employees or agents as Lender reasonably deems necessary or desirable, and all expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Lender may deem necessary or desirable, and the actual cost of all alterations, renovations, repairs or replacements, and all reasonable expenses incident to taking and retaining possession of the Property; and (b) the Obligations, together with all costs and reasonable attorneys' fees and costs. In addition, upon the occurrence of an Event of Default, Lender, at its option, may (1) complete any construction on the Property in such manner and form as Lender reasonably deems advisable, (2) exercise all rights and powers of Borrower, including, without limitation, the right to negotiate, execute, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Property and all sums due under any Lease Guaranties, and/or (3) either (i) require Borrower to pay monthly in advance to Lender or to any receiver appointed to collect the Rents the fair and reasonable rental value for the use and occupancy of such part of the Property as may be in the possession of Borrower, or (ii) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise.

Section 3.2 Other Remedies. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Loan Agreement, the Note, the Mortgage or the other Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the Obligations and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Borrower hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or crossclaim of any nature whatsoever with respect to the Obligations of Borrower under this Assignment, the Loan Agreement, the Note, the other Loan Documents or otherwise with respect to the Loan in any action or proceeding brought by Lender to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Loan Agreement, the Note, the Mortgage or any of the other Loan Documents (provided, however, that the foregoing shall not be deemed a waiver of Borrower's right to assert any compulsory counterclaim if such counterclaim is compelled under local law or rule of procedure, nor shall the foregoing be deemed a waiver of Borrower's right to assert any claim which would constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against Lender in any separate action or proceeding).

Section 3.3 Other Security. Lender may (i) take or release other security for the payment and performance of the Obligations, (ii) release any party primarily or secondarily liable therefor, and/or (iii) apply any other security held by it to the payment and performance of the Obligations, in each instance, without prejudice to any of its rights under this Assignment.

Section 3.4 Non-Waiver. The exercise by Lender of the option granted it in Section 3.1 of this Assignment and the collection of the Rents and the sums due under the Lease

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Guaranties and the application thereof as herein provided shall not be considered a waiver of any Default or Event of Default by Borrower under the Note, the Loan Agreement, the Leases, this Assignment or the other Loan Documents. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (a) the failure of Lender to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of the Loan Agreement, the Note or the other Loan Documents, (b) the release, regardless of consideration, of the whole or any part of the Property, or (c) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Loan Agreement, the Note or the other Loan Documents. Lender may resort for the payment and performance of the Obligations to any other security held by Lender in such order and manner as Lender, in its sole discretion, may elect. Lender may take any action to recover the Obligations, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

Section 3.5 Bankruptcy.

(a) Upon or at any time after the occurrence of an Event of Default, Lender shall have the right to proceed in its own name or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

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

ARTICLE 4

NO LIABILITY, FURTHER ASSURANCES

Section 4.1 No Liability of Lender. This Assignment shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any

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Lease or Lease Guaranty or otherwise impose any obligation upon Lender. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Property after an Event of Default or from any other act or omission of Lender in managing the Property after an Event of Default unless such loss is caused by the gross negligence, willful misconduct or bad faith of Lender. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Assignment and Borrower shall indemnify Lender for, and hold Lender harmless from, (a) any and all liability, loss or damage which may or might be incurred under the Leases, any Lease Guaranties or under or by reason of this Assignment, and (b) any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties. Should Lender incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees and costs, shall be secured by this Assignment and by the Mortgage and the other Loan Documents and Borrower shall reimburse Lender therefor immediately upon demand and upon the failure of Borrower so to do Lender may, at its option, declare the Obligations to be immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property, including, without limitation, the presence of any Hazardous Substances (as defined in the Environmental Indemnity), or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

Section 4.2 No Mortgagee In Possession. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Lender. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

Section 4.3 Further Assurances. Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, reasonably require for the better assuring, conveying, assigning, transferring and confirming unto Lender the property and rights hereby assigned or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering or recording this Assignment and, on demand, will execute and deliver, and hereby authorizes Lender to execute in the name of Borrower to the extent Lender may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien and security interest hereof in and upon the Leases.

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ARTICLE 5 MISCELLANEOUS PROVISIONS

Section 5.1 Conflict of Terms. In case of any conflict between the terms of this Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail.

Section 5.2 No Oral Change. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party(ies) against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 5.3 General Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in the singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or interest therein," the word "Lender" shall mean "Lender and any subsequent holder of the Note," the word "Note" shall mean "the Note and any other evidence of indebtedness secured by the Loan Agreement," the word "Property" shall include any portion of the Property and any interest therein, and the phrases "attorneys' fees", "legal fees" and "counsel fees" shall include any and all attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels, incurred or paid by Lender in protecting its interest in the Property, the Leases and/or the Rents and/or in enforcing its rights hereunder. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms.

Section 5.4 Inapplicable Provisions. If any provision of this Assignment is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Assignment, such provision shall be fully severable and this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Assignment, and the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Assignment, unless such continued effectiveness of this Assignment, as modified, would be contrary to the basic understandings and intentions of the parties as expressed herein.

Section 5.5 Governing Law; Jurisdiction; Service of Process.

(a) THIS ASSIGNMENT WAS NEGOTIATED IN THE STATE OF NEW YORK, AND MADE BY BORROWER AND ACCEPTED BY LENDER IN THE STATE OF NEW YORK, AND THE PROCEEDS OF THE NOTE 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 RELATED HERETO, AND IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS ASSIGNMENT AND THE OBLIGATIONS ARISING

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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 (WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS) 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 TO THE OTHER LOAN DOCUMENTS WITH RESPECT TO THE PROPERTY SHALL BE GOVERNED BY, AND CONSTRUED ACCORDING TO, THE LAW OF THE STATE IN WHICH THE PROPERTY IS LOCATED, IT BEING UNDERSTOOD THAT, TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, 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 AND THEREUNDER. TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS ASSIGNMENT AND/OR THE OTHER LOAN DOCUMENTS, AND THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST LENDER OR BORROWER ARISING OUT OF OR RELATING TO THIS ASSIGNMENT MAY, AT LENDER'S OPTION, BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE CITY OF NEW YORK, COUNTY OF NEW YORK, PURSUANT TO SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, AND BORROWER WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND BORROWER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING. BORROWER DOES HEREBY DESIGNATE AND APPOINT

Corporation Service Company
80 State Street
Albany (Albany Co.), NY 12207-2543

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 MAILED OR DELIVERED TO BORROWER IN THE MANNER PROVIDED HEREIN SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON BORROWER IN ANY SUCH SUIT, ACTION OR PROCEEDING IN THE STATE OF NEW YORK. BORROWER (I) SHALL GIVE PROMPT NOTICE TO LENDER OF ANY CHANGED ADDRESS OF ITS AUTHORIZED AGENT HEREUNDER, (II) MAY

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AT ANY TIME AND FROM TIME TO TIME DESIGNATE A SUBSTITUTE AUTHORIZED AGENT WITH AN OFFICE IN NEW YORK, NEW YORK (WHICH SUBSTITUTE AGENT AND OFFICE SHALL BE DESIGNATED AS THE PERSON AND 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. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF LENDER TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST BORROWER IN ANY OTHER JURISDICTION.

Section 5.6 Termination of Assignment. Upon payment and performance in full of the Obligations, this Assignment shall become and be void and of no effect.

Section 5.7 Notices. All notices or other written communications hereunder shall be delivered in accordance with Section 11.6 of the Loan Agreement.

Section 5.8 WAIVER OF TRIAL BY JURY. BORROWER HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND FOREVER WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST, WITH REGARD TO THIS ASSIGNMENT, THE NOTE, THE MORTGAGE OR THE OTHER LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. LENDER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY BORROWER.

Section 5.9 Exculpation. The provisions of Section 11.22 of the Loan Agreement are hereby incorporated by reference into this Assignment to the same extent and with the same force as if fully set forth herein.

Section 5.10 Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of Borrower and Lender and their respective successors and permitted assigns forever. Lender shall have the right to assign or transfer its rights under this Assignment in connection with any assignment of the Loan and the Loan Documents. Any assignee or transferee of Lender shall be entitled to all the benefits afforded to Lender under this Assignment. Borrower shall not have the right to assign or transfer its rights or obligations under this Assignment without the prior written consent of Lender, as provided in the Loan Agreement, and any attempted assignment without such consent shall be null and void.

Section 5.11 Headings, Etc. The headings and captions of the various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

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Section 5.12 Recitals. The recitals hereof are a part hereof, form a basis for this Assignment and shall be considered *prima facie* evidence of the facts and documents referred to therein.

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IN WITNESS WHEREOF, Borrower has executed this Assignment the day and year first above written.

BORROWER

BRICKTOWN MALAN, LLC,
a Delaware limited liability company

By: Malan Realty Investors, Inc.,
a Michigan corporation, its sole member

By: 
Name: ELLIOTT J. BRODERICK
Title: CHIEF FINANCIAL OFFICER

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Property of Cook County Clerk's Office



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EXHIBIT A LEGAL DESCRIPTION

Chicago (Bricktown Square, Illinois)
Tax ID Numbers: 13-30-410-004-0000
13-30-410-005-0000, 13-30-410-006-0000
13-30-410-010-0000, 13-30-410-012-000
13-30-410-013-0000

PARCEL 1:

THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF NORTH NARRAGANSETT AVENUE (SAID WEST LINE BEING 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4) AND A LINE 690.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST FULLERTON AVENUE (AS SAID NORTH LINE IS SHOWN IN INSTRUMENT RECORDED AS DOCUMENT NO. 10441963); THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID PARALLEL LINE 650.00 FEET; THENCE SOUTH 49 DEGREES 35 MINUTES 00 SECONDS WEST, 139.00 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 54 SECONDS WEST, 155.743 FEET TO A POINT WHICH IS 837.00 FEET (AS MEASURED ALONG A LINE DRAWN PARALLEL WITH THE NORTH LINE OF WEST FULLERTON AVENUE) WEST OF THE AFORESAID WEST LINE OF NORTH NARRAGANSETT AVENUE AND 465.00 FEET (AS MEASURED ALONG A LINE DRAWN PARALLEL WITH THE WEST LINE OF NORTH NARRAGANSETT AVENUE) NORTH OF THE AFORESAID NORTH LINE OF WEST FULLERTON AVENUE; THENCE NORTH 0 DEGREES 49 MINUTES 53 SECONDS WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF NORTH NARRAGANSETT AVENUE, 78.012 FEET TO A POINT WHICH IS 837.00 FEET (AS MEASURED ALONG A LINE DRAWN PARALLEL WITH THE NORTH LINE OF WEST FULLERTON AVENUE) WEST OF THE AFORESAID WEST LINE OF NORTH NARRAGANSETT AVENUE AND 543.012 FEET (AS MEASURED ALONG A LINE DRAWN PARALLEL WITH THE WEST LINE OF NORTH NARRAGANSETT AVENUE) NORTH OF THE AFORESAID NORTH LINE OF WEST FULLERTON AVENUE; THENCE NORTH 25 DEGREES 33 MINUTES 56 SECONDS EAST, 243.581 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN PERPENDICULARLY TO THE EAST RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD AND PASSING THROUGH A POINT ON SAID EAST LINE WHICH IS 755.17 FEET (AS MEASURED ALONG SAID EAST LINE OF THE RAILROAD) NORTH OF THE AFORESAID NORTH LINE OF WEST FULLERTON AVENUE; THENCE NORTH 34 DEGREES 38 MINUTES 53 SECONDS WEST, 620.38 FEET TO A POINT WHICH IS 225.00 FEET (AS MEASURED PERPENDICULARLY) EAST OF THE EAST LINE OF SAID RAILROAD AND 1270.17 FEET (AS MEASURED ALONG A LINE DRAWN PARALLEL WITH SAID EAST LINE OF THE RAILROAD) NORTH OF THE AFORESAID NORTH LINE OF WEST FULLERTON AVENUE; THENCE NORTH 7 DEGREES 06 MINUTES 00 SECONDS WEST, 45.28 FEET TO A POINT 220.00 FEET (AS MEASURED PERPENDICULARLY) EAST OF THE EAST LINE OF SAID RAILROAD RIGHT OF WAY; THENCE NORTH 34 DEGREES 28 MINUTES 09 SECONDS WEST, 156.28 FEET TO A POINT 133.27 FEET (AS MEASURED PERPENDICULARLY) EAST OF THE EAST LINE OF SAID RAILROAD RIGHT OF WAY; THENCE SOUTH 89 DEGREES 14 MINUTES 20 SECONDS WEST, ALONG A LINE DRAWN PERPENDICULAR TO SAID RIGHT OF WAY LINE, 133.27 FEET TO THE EAST LINE OF SAID RIGHT OF WAY; THENCE SOUTH 0 DEGREES 45 MINUTES 40 SECONDS EAST 1445.178 FEET ALONG SAID EAST RIGHT OF WAY LINE TO THE AFORESAID NORTH LINE OF WEST FULLERTON AVENUE; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST

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EXHIBIT A LEGAL DESCRIPTION CONTINUED

ALONG THE NORTH LINE OF WEST FULLERTON AVENUE AFORESAID 1300.572 FEET TO THE WEST LINE OF NORTH NARRAGANSETT AVENUE AFORESAID; THENCE NORTH 0 DEGREES 49 MINUTES 53 SECONDS WEST ALONG SAID WEST LINE 690.00 FEET TO THE HEREINABOVE DESIGNATED PLACE OF BEGINNING, (EXCEPTING FROM SAID TRACT A STRIP OF LAND IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SAID NORTH LINE OF WEST FULLERTON AVENUE WITH THE EAST LINE OF AN EASEMENT AS DESCRIBED IN EXHIBIT III IN THE INSTRUMENT RECORDED AS DOCUMENT NUMBER 20988969, SAID LINE BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION AND SAID LINE BEING ALSO THE EAST LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT OF WAY; THENCE ALONG THE FOLLOWING THREE COURSES, BEING THE EAST LINE OF THE AFORESAID EASEMENT AS DESCRIBED IN SAID EXHIBIT III: NORTH 0 DEGREES 45 MINUTES 40 SECONDS WEST, 180.00 FEET; THENCE WEST, 11.00 FEET; THENCE NORTH 0 DEGREES 45 MINUTES 40 SECONDS WEST, 159.272 FEET; THENCE SOUTHEASTERLY 208.85 FEET ALONG THE ARC OF A CIRCLE, 565.00 FEET RADIUS, CONVEX SOUTHWESTERLY AND WHOSE CHORD BEARS SOUTH 11 DEGREES 21 MINUTES 02.5 SECONDS EAST; THENCE SOUTH 21 DEGREES 56 MINUTES 25 SECONDS EAST, ALONG A LINE TANGENT TO SAID ARC, 146.23 FEET TO THE POINT OF INTERSECTION WITH THE AFORESAID NORTH LINE OF WEST FULLERTON AVENUE; THENCE WEST ALONG SAID NORTH LINE, 80.00 FEET TO THE POINT OF BEGINNING OF THIS EXCEPTED TRACT OF LAND; AND

NOTE FOR INFORMATIONAL PURPOSES ONLY: Title to "Excepted Tract of Land" is vested in W9/MLM REAL ESTATE LIMITED PARTNERSHIP, a Delaware limited partnership by Document No. 98394461. Said excepted tract is identified as Tax Number 13-30-410-011-0000. Taxes are paid current.

ALSO EXCEPTING FROM SAID TRACT THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST FULLERTON AVENUE (BEING A LINE 50 FEET NORTH OF THE SOUTH LINE OF SAID SOUTH EAST 1/4) WITH THE WESTERLY LINE OF NORTH NARRAGANSETT AVENUE (BEING A LINE 33 FEET WEST OF THE EAST LINE OF SAID SOUTH EAST 1/4); THENCE WEST 170.00 FEET ALONG THE NORTH LINE OF SAID WEST FULLERTON AVENUE; THENCE NORTH 00 DEGREES 49 MINUTES 53 SECONDS WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF NORTH NARRAGANSETT AVENUE A DISTANCE OF 150.00 FEET; THENCE EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF WEST FULLERTON AVENUE A DISTANCE OF 170.00 FEET; THENCE SOUTH 0 DEGREES 49 MINUTES 53 SECONDS EAST ALONG THE WEST LINE OF NORTH NARRAGANSETT AVENUE A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING OF THIS EXCEPTED TRACT OF LAND), ALL IN COOK COUNTY, ILLINOIS.

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EXHIBIT A LEGAL DESCRIPTION CONTINUED

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT FROM CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 2, 1976 AND KNOWN AS TRUST NUMBER 10-68300, TO NATIONAL BANK OF AUSTIN, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1969 AND KNOWN AS TRUST NUMBER 4729, DATED JUNE 16, 1977 AND RECORDED JUNE 17, 1977 AS DOCUMENT 23973440, FOR INGRESS AND EGRESS TO AND FROM WEST FULLERTON AVENUE AND THE RIGHT TO USE ROADS AND STREETS OVER, ON AND THROUGH THE FOLLOWING DESCRIBED PROPERTY:

A STRIP OF LAND IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF WEST FULLERTON AVENUE, AS SAID NORTH LINE IS SHOWN ON INSTRUMENT RECORDED AS DOCUMENT NO. 10441963, WITH THE EAST LINE OF AN EASEMENT DESCRIBED IN EXHIBIT III IN THE INSTRUMENT RECORDED AS DOCUMENT NUMBER 20988969, SAID LINE BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION AND SAID LINE BEING ALSO THE EAST LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT OF WAY; THENCE ALONG THE FOLLOWING THREE COURSES, BEING THE EAST LINE OF THE AFORESAID EASEMENT AS DESCRIBED IN SAID EXHIBIT III: NORTH 0 DEGREES 45 MINUTES 40 SECONDS WEST, 180.00 FEET; THENCE WEST, 11.00 FEET; THENCE NORTH 0 DEGREES 45 MINUTES 40 SECONDS WEST, 159.272 FEET; THENCE SOUTHEASTERLY 208.85 FEET ALONG THE ARC OF A CIRCLE, 565.00 FEET RADIUS, CONVEX SOUTHWESTERLY AND WHOSE CHORD BEARS SOUTH 11 DEGREES 21 MINUTES 02.5 SECONDS EAST; THENCE SOUTH 21 DEGREES 56 MINUTES 25 SECONDS EAST, ALONG A LINE TANGENT TO SAID ARC, 146.23 FEET TO THE POINT OF INTERSECTION WITH THE AFORESAID NORTH LINE OF WEST FULLERTON AVENUE; THENCE WEST ALONG SAID NORTH LINE, 80.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT FROM THE NATIONAL BANK OF AUSTIN, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1969 AND KNOWN AS TRUST NUMBER 4729, TO CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 1, 1974 AND KNOWN AS TRUST NUMBER 65000, DATED DECEMBER 8, 1975 AND RECORDED DECEMBER 29, 1975 AS DOCUMENT 23337090 FOR INGRESS AND EGRESS OVER, UNDER, ON AND THROUGH THE FOLLOWING DESCRIBED PREMISES:

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EXHIBIT A LEGAL DESCRIPTION CONTINUED

A PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

39 FEET IN WIDTH IN AN EASTERLY AND WESTERLY DIRECTION EXTENDING DUE NORTH FROM THE NORTHERLY BOUNDARY OF EASEMENT "A-3" ACROSS THE WESTERLY PORTION OF PARCEL 2 TO THE SOUTH LINE OF DIVERSEY AVENUE (AS SAID EASEMENT "A-3" AND PARCEL 2 ARE DESCRIBED AND DEFINED IN SAID GRANT RECORDED AS DOCUMENT 23337090), IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT FROM THE NATIONAL BANK OF AUSTIN, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1969 AND KNOWN AS TRUST NUMBER 4729, TO CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 1, 1974 AND KNOWN AS TRUST NUMBER 65000, DATED DECEMBER 8, 1975 AND RECORDED DECEMBER 29, 1975 AS DOCUMENT 23337090 FOR INGRESS AND EGRESS OVER, UNDER, ON AND THROUGH THE FOLLOWING DESCRIBED PREMISES:

A STRIP OF LAND IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH NARRAGANSETT AVENUE, BEING A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION, WITH A LINE DRAWN 690.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST FULLERTON AVENUE, AS SAID NORTH LINE IS SHOWN IN INSTRUMENT RECORDED AS DOCUMENT NUMBER 10441963; THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE, 275.00 FEET; THENCE NORTH, ALONG A LINE DRAWN PERPENDICULARLY TO THE LAST DESCRIBED COURSE, 35.00 FEET; THENCE SOUTH 86 DEGREES 24 MINUTES 52 SECONDS EAST. 159.95 FEET TO A LINE DRAWN 715.00 FEET NORTH OF AND PARALLEL WITH THE AFORESAID NORTH LINE OF WEST FULLERTON AVENUE; THENCE EAST, ALONG SAID PARALLEL LINE, 115.00 FEET TO THE AFORESAID WEST LINE OF NORTH NARRAGANSETT AVENUE; THENCE SOUTH 0 DEGREES 49 MINUTES 53 SECONDS EAST, ALONG SAID WEST LINE, 25.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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EXHIBIT A LEGAL DESCRIPTION CONTINUED

PARCEL 5:

PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS (BUT NOT FOR PARKING), FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT EXECUTED BY THE NATIONAL BANK OF AUSTIN, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1969 AND KNOWN AS TRUST NUMBER 4729, THE NATIONAL BANK OF AUSTIN, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 29, 1964 AND KNOWN AS TRUST NUMBER 3760, CERTAIN OTHER PARTIES, AND CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 1, 1974 AND KNOWN AS TRUST NUMBER 65000, AND ALSO AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 2, 1976 AND KNOWN AS TRUST NUMBER 1068300, DATED DECEMBER 31, 1976 AND RECORDED JUNE 3, 1977 AS DOCUMENT 23953919, OVER, ON AND THROUGH THE FOLLOWING DESCRIBED PREMISES:

A STRIP OF LAND IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH NARRAGANSETT AVENUE, BEING A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4, WITH A LINE DRAWN 690.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST FULLERTON AVENUE AS SAID NORTH LINE IS SHOWN IN INSTRUMENT RECORDED AS DOCUMENT NUMBER 10441963; THENCE WEST, ALONG THE LAST DESCRIBED PARALLEL LINE, 650.00 FEET; THENCE SOUTH 49 DEGREES 35 MINUTES 00 SECONDS WEST, ALONG A LINE FORMING AN ANGLE OF 40 DEGREES 25 MINUTES 00 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED LINE (AS MEASURED FROM WEST TO SOUTHWEST) A DISTANCE OF 139.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED STRIP OF LAND; THENCE NORTH 9 DEGREES 05 MINUTES 44 SECONDS EAST, 164.953 FEET TO A POINT 570.89 FEET EAST (AS MEASURED AT RIGHT ANGLES THROUGH A POINT ON THE EAST LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD AT A POINT 755.17 FEET NORTHERLY OF THE AFORESAID NORTH LINE OF WEST FULLERTON AVENUE), OF THE EAST LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE SOUTH 25 DEGREES 33 MINUTES 56 SECONDS WEST, 243.581 FEET TO A POINT WHICH IS 837.00 FEET (AS MEASURED ALONG A LINE DRAWN PARALLEL WITH THE AFORESAID NORTH LINE OF WEST FULLERTON AVENUE) WEST OF THE AFORESAID WEST LINE OF NORTH NARRAGANSETT AVENUE AND 543.012 FEET (AS MEASURED ALONG A LINE DRAWN PARALLEL WITH THE AFORESAID WEST LINE OF NORTH NARRAGANSETT AVENUE) NORTH OF THE AFORESAID NORTH LINE OF WEST FULLERTON AVENUE, THENCE SOUTH 0 DEGREES 49 MINUTES 53 SECONDS EAST, ALONG

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EXHIBIT A LEGAL DESCRIPTION CONTINUED

A LINE DRAWN PARALLEL WITH SAID WEST LINE OF NORTH NARRAGANSETT AVENUE, 78.012 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 54 SECONDS EAST, 155.743 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 6:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 CREATED BY DECLARATION OF EASEMENTS DATED FEBRUARY 15, 1989 AND RECORDED FEBRUARY 28, 1989 AS DOCUMENT NUMBER 89088690, TO USE THE DRIVEWAYS AND ROADWAYS EXISTING FROM TIME TO TIME FOR THE PURPOSE OF ACCESS, INGRESS AND EGRESS, FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF UTILITY FACILITIES, AND TO USE THE PARKING AREAS LOCATED FROM TIME TO TIME ON THE FOLLOWING DESCRIBED PREMISES:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST FULLERTON AVENUE (BEING 50 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST 1/4) WITH THE WEST LINE OF NORTH NARRAGANSETT AVENUE (BEING 33 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST 1/4): THENCE WEST 170.00 FEET ALONG SAID NORTH LINE; THENCE NORTH 00 DEGREES 49 MINUTES 53 SECONDS WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF NORTH NARRAGANSETT AVENUE A DISTANCE OF 150.00 FEET; THENCE EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF WEST FULLERTON AVENUE A DISTANCE OF 170.00 FEET; THENCE SOUTH 00 DEGREES 49 MINUTES 53 SECONDS EAST ALONG THE WEST LINE OF NORTH NARRAGANSETT AVENUE A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.