

# UNOFFICIAL COPY



Doc#: 0404132097  
Eugene "Gene" Moore Fee: \$44.00  
Cook County Recorder of Deeds  
Date: 02/10/2004 02:44 PM Pg: 1 of 11

**PREPARED BY AND  
WHEN RECORDED MAIL TO:**

SEYFARTH SHAW LLP  
ONE PEACHTREE POINTE, SUITE 700  
1545 PEACHTREE STREET, N.E.  
ATLANTA, GEORGIA 30309-2401  
Attention: N. J. Wardlaw, IV, Esq.

## ASSIGNMENT OF LEASES AND RENTS

This Assignment of Leases and Rents (this "Assignment") is made as of the 6<sup>th</sup> day of February, 2004, by **AMB-SEEFRIED DES PLAINES, LLC**, a Delaware limited liability company, having its principal place of business at c/o AMB Property Corporation, Pier One, Bay One, San Francisco, California 94111 ("**Borrower**"), to **THE PRUDENTIAL INSURANCE COMPANY OF AMERICA**, a New Jersey corporation, having an office at 2200 Ross Avenue, Suite 4900E, Dallas, Texas 75201 ("**Lender**").

### RECITALS:

- A. Borrower is the sole owner and holder of (a) the premises described in Exhibit A attached hereto and incorporated herein ("**Property**") and (b) the landlord's interest under the leases described in Exhibit B attached hereto and incorporated herein ("**Specific Leases**");
- B. Lender has made a loan to Borrower in the principal sum of Five Million Four Hundred Thousand and 00/100 Dollars (\$5,400,000.00) ("**Loan**") evidenced by that certain Promissory Note dated as of the date of this Assignment ("**Note**") and secured by that certain Mortgage and Security Agreement dated as of the date of this Assignment ("**Instrument**") (capitalized terms used without definition shall have the meanings ascribed to them in the Instrument) and the Documents; and
- C. Lender was willing to make the Loan to Borrower only if Borrower assigned the Leases and Rents to Lender in the manner provided below to secure payment of the Obligations.

IN CONSIDERATION of the principal sum of the Note and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to further secure the payment and performance of the Obligations, and as an essential and integral part of the security therefor, Borrower agrees as follows:

1. Assignment. Borrower irrevocably, absolutely and unconditionally assigns, transfers, and sets over to Lender, its successors and assigns all of the right, title, interest, and estates that Borrower may now or later have in, to and under (a) the Leases (which term shall also include the Specific Leases and all guaranties thereof); (b) the Rents; (c) all proceeds from the cancellation, surrender, sale or other disposition of the Leases; (d) the right to collect and receive all the Rents; and (e) the right to enforce and

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exercise, whether at law or in equity or by any other means, all terms and conditions of the Leases (“**Lease Provisions**”). This Assignment is intended by Borrower and Lender to constitute a present, absolute assignment and not a collateral assignment for additional security only. Upon full payment and satisfaction of the Obligations and written request by Borrower, Lender shall transfer, set over, and assign to Borrower all right, title, and interest of Lender in, to, and under the Leases and the Rents.

2. **Borrower’s License.** Until an Event of Default occurs, Borrower shall have a revocable license (“**License**”) from Lender to exercise all rights extended to the landlord under the Leases. Borrower shall hold the Rents, or an amount sufficient to discharge all current sums due on the Obligations, in trust for use in the payment of the Obligations. Upon an Event of Default, whether or not legal proceedings have commenced and without regard to waste, adequacy of security for the Obligations or the solvency of Borrower, the License shall automatically terminate without notice by Lender (any such notice being expressly waived by Borrower). Upon such termination, Borrower shall deliver to Lender within seven (7) days (a) all Pens (including prepaid Rents) held by Borrower to the extent of any such Rents which are applicable to any period after a default under the Documents, (b) all security or other deposits paid pursuant to the Leases, and (c) all previously paid charges for services, facilities or escalations to the extent allocable to any period after the Event of Default. Borrower agrees and stipulates that upon execution of this Assignment Borrower’s only interest in the Leases or Rents is as a licensee revocable upon an Event of Default.

3. **Lender as Creditor of Tenant.** Upon execution of this Assignment, Lender, and not Borrower, shall be the creditor of any Tenant in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting any such Tenant (“**Insolvency Proceeding**”); provided, however, that Borrower shall be the party obligated to make timely filings of claims in such proceedings or to otherwise pursue creditor’s rights therein. Notwithstanding the foregoing, Lender shall have the right, but not the obligation, to file such claims instead of Borrower and if Lender does file a claim, Borrower agrees that Lender (a) is entitled to all distributions on such claim to the exclusion of Borrower and (b) has the exclusive right to vote such claim and otherwise to participate in the administration of the estate in connection with such claim. Lender shall have the option to apply any monies received by it as such creditor as set forth in the following two sentences. So long as no Event of Default has occurred and the Debt Service Coverage Ratio (as defined in the Instrument) is at least 1.70 to 1.00 immediately following such Tenant’s Insolvency Proceeding (annualized), and Lender receives satisfactory evidence that this Debt Service Coverage Ratio will be maintained for the next succeeding twelve (12) months, any monies received by Lender from such Insolvency Proceeding shall promptly be paid over to Borrower; provided, however that if an Event of Default has occurred, Lender shall have the option to apply any monies received by it from such Insolvency Proceeding to the Obligations in the order set forth in the Documents, including applicable Prepayment Premium. If, however, the Debt Service Coverage Ratio is less than 1.70 to 1.00 immediately following such Tenant’s Insolvency Proceeding (annualized), then Lender shall have (A) the right to hold any monies received by it from such Insolvency Proceeding (or a letter of credit delivered by Borrower in the same amount) in escrow to be released or applied by Lender in a manner to be reasonably determined by Lender; provided, however, that, except as provided in clause (B) of this sentence, Lender shall not have the right to apply any such monies to the Obligations unless Borrower has failed, within six (6) months after receipt of such monies, to secure an acceptable replacement tenant or tenants in accordance with the terms of this Assignment whose lease(s) provide a Debt Service Coverage Ratio of at least 1.70 to 1.00 from tenants in occupancy, paying full rent and otherwise not in default, and provided further that any such application under this clause (A) will be without Prepayment Premium, and (B) if an Event of Default exists following such Tenant’s Insolvency Proceeding or Lender determines in its sole discretion, exercised in good faith, that an Event of Default is likely to occur as a result of such Tenant’s Insolvency Proceeding, the option to apply any monies received by it from such Insolvency Proceeding to

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the Obligations in the order set forth in the Documents, including applicable Prepayment Premium. If a petition is filed under the Bankruptcy Code by or against Borrower, and Borrower, as landlord under any Lease, decides to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender at least ten (10) days' prior written notice of the date when Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lender may, but shall not be obligated to, send Borrower within such ten-day period a written notice stating that (a) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (b) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender sends such notice, Borrower shall not reject the Lease provided Lender complies with clause (b) of the preceding sentence.

4. Notice to Tenant of an Event of Default. Upon demand and notice of an Event of Default by Borrower sent by Lender to Tenants, Borrower irrevocably authorizes each Tenant to (a) pay all Rents to Lender and (b) rely upon any such notice from Lender without any obligation to inquire as to the actual existence of the default, notwithstanding any claim of Borrower to the contrary. Borrower shall have no claim against any Tenant for any Rents paid by Tenant to Lender.

5. Indemnification of Lender. Borrower hereby agrees to indemnify and hold Lender harmless from any and all Losses that Lender may incur under the Leases or by reason of this Assignment, except for (i) Losses incurred as a direct result of Lender's willful misconduct or gross negligence, and (ii) Losses arising out of or in connection with circumstances, actions, conditions or events first occurring after the date on which Lender (or any purchaser at a foreclosure sale) actually acquired title to the Property. Nothing in this Assignment shall be construed to bind Lender to the performance of any Lease Provisions or to otherwise impose any liability on Lender including, without limitation, any liability under covenants of quiet enjoyment in the Leases in the event that any Tenant shall have been joined as party defendant in any action to foreclose the Instrument and shall have been barred thereby of all right, title, interest, and equity of redemption in the premises. This Assignment imposes no liability upon Lender for the operation and maintenance of the Property or for carrying out the terms of any Lease before Lender has entered and taken actual possession and complete control of all operations of the Property. Any Losses incurred by Lender, by reason of actual entry and taking possession under any Lease or this Assignment or in the defense of any claims shall, at Lender's request, be reimbursed by Borrower. Such reimbursement shall include interest at the Default Rate and Costs. Lender may, upon entry and taking of possession, collect the Rents and apply them to reimbursement for any such items.

6. Representations and Warranties. Borrower represents and warrants that (a) Borrower is the absolute owner of the lessor's interest in the Leases, (b) Borrower has the right, power and authority to assign, transfer, and set over all of its right, title and interest in, to and under the Leases and Rents and no other person (other than the respective Tenants) has any right, title or interest therein, (c) the Leases are valid and in full force and effect and have not been modified, amended or terminated, nor have any of the terms and conditions of the Leases been waived, except as stated in the Leases, (d) there are no outstanding assignments or pledges of the Leases or Rents, (e) except as disclosed to Lender in the Closing Certification of even date herewith delivered by Borrower to Lender, there are no outstanding leasing commissions due under the Leases for the initial term or for any extensions, renewals or expansions, (f) except as disclosed to Lender in writing, there are no existing defaults or any state of facts which, with the giving of notice and/or passage of time, would constitute a default under the Leases by either party, (g) no Tenant has any defense, set-off or counterclaim against Borrower, (h) each Tenant is in possession and paying Rent and other charges as provided in its Lease, (i) no Rents have been or will later be anticipated, discounted, released, waived, compromised or otherwise discharged, except as may be expressly permitted by the Lease, (j) except as specified in the Leases and shown on the rent roll delivered to Lender in connection with the funding of the Loan (the "**Rent Roll**"), there are no (i)

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unextinguished rent concessions, abatements or other inducements relating to the Leases, (ii) options or other rights to acquire any interest in the Property in favor of any Tenant except as specifically disclosed in any tenant estoppel certificate delivered to Lender prior to the date hereof and in connection with the Loan, or (iii) options or other rights (whether in the form of expansion rights, purchase rights, rights of first refusal to lease or purchase, or otherwise) relating to property which is not part of the Property and/or would require Borrower and/or Lender to possess or control any property (other than the Property) to honor such rights, and (k) the Rent Roll discloses all currently existing Leases and is true, complete and accurate in all respects.

## 7. New Leases, Amendments and Terminations.

(a) Borrower shall not, without the prior written consent of Lender: (1) amend or modify any Lease, including, without limitation, extending or renewing (except in accordance with the existing Lease provisions, if any) any Lease, (2) terminate or accept the surrender of any Lease, or (3) enter into any new Lease of the Property; provided, however, so long as there shall exist no Event of Default (or event which with the passage of time or the giving of notice or both would be an Event of Default) shall have occurred and be continuing, Borrower may (i) terminate or accept the surrender of any Lease in the ordinary course of business after default by the tenant thereunder; or (ii) enter into new Leases or amendments to or modifications of any existing Leases without the approval of Lender; provided (x) such Leases or amendments or modifications are done at market rents prevalent in the area where the Property is located (to be determined by comparing arm's length transactions of a similar nature between unrelated third parties, including any concessions that are prevalent in connection with similar transactions, involving properties similar to the Property; i.e., in the case of any amendment or modification, considering the nature of the amendment or modification (for example, whether such an amendment or modification is a renewal or an extension of an existing Lease and the term of the renewal or extension)); (y) such transactions are done in the ordinary course of Borrower's leasing of the Property, do not impose any material monetary obligations on Borrower or Lender, as a potential successor of Borrower (other than the aforementioned market concessions, so long as such concessions meet the requirements set forth in subparagraph 7(a)(ii)(x) above) and in any and all events, do not contain unsubordinated purchase options or rights, unsubordinated rights of first refusal to purchase all or a portion of the Property, unsubordinated early termination rights in favor of tenants (where such rights are triggered by the execution of a lease by and between such tenant and Borrower for any property other than the Property) and/or environmental indemnities in favor of tenants (which by their terms are binding on Lender and/or survive foreclosure of the Property such that it would bind Lender or any purchaser at foreclosure), and in any and all events, do not contain purchase options, rights of first refusal to purchase or lease and/or expansion options (whether for purchase or lease) with respect to any property other than the Property; and (z) such new Leases are made on the standard lease form approved by Lender for the Property, with no material alterations thereto (the meaning of "material" shall be determined in accordance with reasonably prudent management practices for property similar to the Property). Borrower shall, promptly after entering into any new Lease or amendment to Lease that does not require the consent of Lender hereunder, provide Lender with a copy of any such new Lease or amendment to Lease. The delivery by Borrower of each Lease, extension, renewal, amendment or modification that does not require Lender's consent under the terms of this Assignment shall constitute a representation by Borrower that the conditions contained in this Section 7 have been complied with. Notwithstanding anything to the contrary contained herein, Borrower shall not accept any payment of rent more than one (1) month in advance under any Lease, except as may be customary in market transactions in connection with new Leases. Furthermore, should Lender consent to a one-time transfer of the Property as set forth in Section 5.02 of the Instrument, Lender shall have the right to revoke the rights of Borrower set forth in subparagraphs 7(a)(i) and 7(a)(ii) above; provided Lender shall deliver written notice to Borrower to the extent Lender elects to invoke such right.



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(b) If Borrower is required to obtain Lender's consent under this Paragraph 7(a), Lender shall not unreasonably withhold its consent thereto, and if Borrower's request for such consent is accompanied by the appropriate lease documentation for which consent is being requested together with current financial information of any new tenant, then Lender shall respond to Borrower's written request within seven (7) business days after receipt of such written request and other documentation so long as the request contains the following warning, or a warning which is substantially similar, in capitalized bold print: **"PRUDENTIAL'S FAILURE TO RESPOND TO THIS REQUEST FOR CONSENT WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIPT OF THIS REQUEST WILL RESULT IN PRUDENTIAL'S CONSENT BEING DEEMED GIVEN PURSUANT TO THE LOAN DOCUMENTS."** If Lender fails to respond within such seven (7) business day period and Borrower has complied with the foregoing requirements, then Lender's approval shall be deemed automatically given. If Lender uses outside counsel in connection with any consent requested under this Paragraph 7, Borrower shall pay the reasonable costs and fees of such counsel.

(c) Upon Borrower's request, Lender agrees to execute a commercially reasonable subordination, non-disturbance and attornment agreement ("SNDA") with any new tenant of the Property or any existing tenant of the Property in connection with a renewal, modification or amendment of such existing tenant's Lease; provided, that, (a) any non-disturbance granted in connection with a purchase option relating to the Property, shall be expressly conditioned upon (1) Lender's approval of the purchase price of the Property contained in such option, and (2) the agreement of Borrower and the applicable tenant that in the event the purchase option is exercised prior to a foreclosure, then as a condition to the effectiveness thereof, the Loan, together with all interest thereon and costs, fees and prepayment premiums relating thereto, shall be fully repaid to Lender at and in connection with the closing of the sale of the Property; and (b) non-disturbance shall not be granted for any environmental indemnity, early termination right in favor of any tenant (where such right would be triggered by the execution of a lease by and between such tenant and Borrower for any property other than the Property), and/or expansion option to lease or purchase any property (other than the Property), contained in such Lease, and the same shall remain subordinate and junior to the Instrument and other Documents.

8. Covenants. Borrower shall not, except with the prior written consent of Lender in each instance, (a) sell, assign, pledge, mortgage or otherwise transfer or encumber (except hereby) any of the Leases, Rents or any right, title or interest of Borrower therein; (b) accept prepayments of any Rents for a period of more than one (1) month in advance of the due dates thereof; (c) in any manner intentionally or materially impair the value of the Property or the benefits to Lender of this Assignment; (d) except as otherwise permitted in this Assignment, waive, excuse, condone, discount, set off, compromise, or in any manner release or discharge any Tenant from any of its obligations under the Leases; (e) except as otherwise permitted herein, enter into any settlement of any action or proceeding arising under, or in any manner connected with, the Leases or with the obligations of the landlord or the Tenants thereunder; (f) modify, cancel or terminate any guaranties under any Lease, or (g) lease any portion of the Property to a dry cleaner that uses dry cleaning solvents on the Property. Borrower shall, at its sole cost and expense, duly and timely keep, observe, perform, comply with and discharge all of the material obligations of the landlord under the Leases, or cause the foregoing to be done, and Borrower shall not take any actions that would, either presently or with the passage of time, cause a default by Borrower under any of the Leases.

9. No Merger. Each Lease shall remain in full force and effect, notwithstanding any merger of Borrower's and Tenant's interest thereunder.

10. Documents Incorporated. The terms and conditions of the Documents are incorporated into this Assignment as if fully set forth in this Assignment.

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11. Recourse Limitations. Notwithstanding anything to the contrary herein, Lender acknowledges and agrees that the obligations and liability of Borrower hereunder shall be limited to the property and assets of Borrower only, and, except to the extent of any liability of AMB Institutional Alliance Fund II, L.P. ("Fund") (i) for the "Recourse Liabilities" under that certain Recourse Liabilities Guaranty of even date herewith from Fund to Lender, or (ii) under that certain Environmental and ERISA Indemnity Agreement of even date herewith from Fund and Borrower to Lender, no other recourse shall be had to any of the property or assets of any partners, members, trustees, beneficiaries, officers, directors, shareholders, employees or agents of Borrower or Fund, or any of their respective partners, members, trustees, beneficiaries, officers, directors, shareholders, employees or agents.

12. WAIVER OF TRIAL BY JURY. BORROWER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM FILED BY EITHER PARTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN, THE DOCUMENTS, OR ANY ALLEGED ACTS OR OMISSIONS OF LENDER IN CONNECTION THEREWITH.

13. Cancellation Fees. In the event that any Lease permits cancellation thereof on payment of consideration and said privilege of cancellation is exercised, Borrower hereby assigns any such payment to Lender and further covenants and agrees that, upon the request of Lender, it will pay the amount so received to Lender, which amount will be applied to the Obligations in such order as Lender in its sole discretion may determine, without Prepayment Premium provided that (i) no Event of Default has occurred, and (ii) either (A) Lender has consented to such cancellation, or (B) such cancellation is permitted hereunder without Lender's consent, or (C) the Tenant is expressly permitted to cancel its Lease without consent under the terms of its Lease as of the date hereof.

14. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflict of laws.

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[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, this Assignment has been duly executed under seal the date first above written.

**BORROWER:**

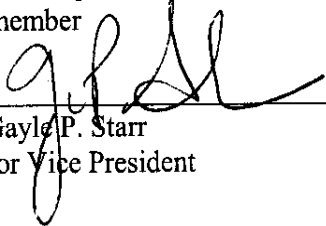
AMB-SEEFRIED DES PLAINES, LLC,  
a Delaware limited liability company

By: Sub-Op Fund II, L.P.,  
a Delaware limited partnership,  
its member and authorized signatory

By: AMB Property II, L.P.  
a Delaware limited partnership,  
its general partner

By: Texas AMB I, LLC,  
a Delaware limited liability company,  
its general partner

By: AMB Property Holding Corporation,  
a Maryland corporation,  
its sole member

By:   
Name: Gayle P. Starr  
Its: Senior Vice President

[ACKNOWLEDGMENT ON FOLLOWING PAGE]

Property of Cook County Clerk's Office

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STATE OF CALIFORNIA            )  
  ) to wit:  
COUNTY OF SAN FRANCISCO    )

I, Dawn M. Cavallaro a notary public in and for the State and County aforesaid, do certify that Gayle P. Starr, whose name, as Senior Vice President of AMB PROPERTY HOLDING CORPORATION, acting in its capacity as sole member of Texas AMB I, LLC, as general partner of AMB Property II, L.P., as general partner of Sub-Op Fund II, L.P., as authorized member and signatory of AMB-SEEFRIED DES PLAINES, LLC, is signed to the foregoing instrument, has acknowledged the same before me in my County as aforesaid.

Gives under my hand and official seal this 30<sup>th</sup> day of January, 2004.

Dawn M. Cavallaro (SEAL)  
Notary Public  
Name: Dawn M. Cavallaro  
My Commission Expires: 6/30/06





**UNOFFICIAL COPY**EXHIBIT A

## LEGAL DESCRIPTION

**PARCEL 1:**

THE WEST 489.423 FEET, (AS MEASURED ALONG THE SOUTH LINE THEREOF) OF THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF THE RIGHT OF WAY OF THE DES PLAINES VALLEY RAILROAD AND LYING SOUTH OF THE SOUTHERLY LINE OF THE ILLINOIS TOLL ROAD AS DESCRIBED IN DOCUMENT 121747978 REGISTERED IN THE REGISTRAR'S OFFICE OF COOK COUNTY, ILLINOIS (EXCEPTING FROM SAID TRACT OF LAND THAT PART THEREOF, LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID RIGHT OF WAY, A DISTANCE OF 19.636 FEET SOUTH OF THE POINT OF INTERSECTION OF SAID EAST LINE, WITH THE SOUTHERLY LINE OF THE ILLINOIS TOLL ROAD AFORESAID; THENCE SOUTHEASTERLY, A DISTANCE OF 60.24 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST OF RADIUS OF 301.58 FEET AND WHOSE CHORD BEARS SOUTH 35 DEGREES, 31 MINUTES, 8.5 SECONDS EAST; THENCE SOUTH 26 DEGREES, 27 MINUTES, 17 SECONDS EAST, A DISTANCE OF 32.83 FEET; THENCE SOUTHEASTERLY, A DISTANCE OF 264.276 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST OF RADIUS OF 311.58 FEET AND WHOSE CHORD BEARS SOUTH 71 DEGREES, 23 MINUTES, 15 SECONDS EAST; THENCE NORTH 84 DEGREES, 18 MINUTES, 50 SECONDS EAST, A DISTANCE OF 50.0 FEET ALONG A LINE TANGENT TO THE LAST DESCRIBED ARC; THENCE EASTERLY, A DISTANCE OF 129.81 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTH OF RADIUS OF 291.58 FEET AND TANGENT TO THE LAST DESCRIBED LINE TO A POINT ON A LINE TANGENT WITH SAID ARC AND 20.0 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF THE ILLINOIS TOLL ROAD AFORESAID; THENCE SOUTH 70 DEGREES, 10 MINUTES, 41 SECONDS EAST, A DISTANCE OF 20.02 FEET ALONG SAID PARALLEL LINE TO A POINT ON THE EAST LINE OF THE WEST 489.423 FEET AFOREMENTIONED, IN COOK COUNTY, ILLINOIS, AND ALSO

**EXCEPTING THEREFROM THAT PART THEREOF LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS:**

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF THE DES PLAINES VALLEY RAILROAD DISTANT 50.07 FEET NORTH, MEASURED AT RIGHT ANGLES FROM SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30; THENCE EASTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 489.42 FEET TO A POINT IN THE EAST LINE OF SAID WEST 489.423 FEET, DISTANT 49.94 FEET NORTH, MEASURED AT RIGHT ANGLES FROM SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, ALL IN TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 1 ALSO DESCRIBED AS:**

THAT PART OF THE WEST 489.42 FEET (AS MEASURED ALONG THE SOUTH LINE THEREOF) OF THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE EAST LINE OF THE RIGHT OF WAY OF THE DES PLAINES VALLEY RAILROAD AND LYING SOUTH OF THE SOUTHERLY LINE OF THE ILLINOIS TOLL ROAD AS DESCRIBED IN DOCUMENT NO. 1747978 REGISTERED IN THE REGISTRAR'S OFFICE OF COOK COUNTY, ILLINOIS AND LYING NORTH OF THE NORTH RIGHT OF WAY OF TOUHY AVENUE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID RIGHT OF WAY 19.63 FEET SOUTH OF THE POINT OF INTERSECTION OF SAID EAST LINE WITH THE SOUTHERLY LINE OF THE ILLINOIS TOLL ROAD AFORESAID; THENCE SOUTHEASTERLY 60.24 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST OF RADIUS 301.58 FEET AND WHOSE CHORD BEARS SOUTH 35 DEGREES 31 MINUTES 08 SECONDS EAST; THENCE SOUTH 26 DEGREES 27 MINUTES 17 SECONDS EAST, 32.83 FEET; THENCE SOUTHEASTERLY 264.28 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST OF RADIUS OF 311.58 FEET AND WHOSE CHORD BEARS SOUTH 71 DEGREES 23 MINUTES 19 SECONDS EAST; THENCE NORTH 84 DEGREES 18 MINUTES 50 SECONDS

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EAST, 50.00 FEET ALONG A LINE TANGENT TO THE LAST DESCRIBED ARC; THENCE EASTERLY 129.81 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTH OF RADIUS OF 291.58 FEET AND WHOSE CHORD BEARS SOUTH 82 DEGREES 55 MINUTES 56 SECONDS EAST TO A POINT ON A LINE TANGENT WITH SAID ARC AND 20.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF THE ILLINOIS TOLL ROAD AFORESAID; THENCE SOUTH 70 DEGREES 10 MINUTES 41 SECONDS EAST, A DISTANCE OF 20.73 FEET ALONG SAID PARALLEL LINE TO A POINT ON THE EAST LINE OF THE WEST 489.42 FEET AFOREMENTIONED; THENCE SOUTH 00 DEGREES 10 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE OF THE WEST 489.42 FEET, A DISTANCE OF 552.04 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF TOUHY AVENUE, THENCE SOUTH 87 DEGREES 19 MINUTES 53 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE OF TOUHY AVENUE, A DISTANCE OF 489.30 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER, THENCE NORTH 00 DEGREES 11 MINUTES 08 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 752.92 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT GRANT DATED MAY 1, 1960 MADE BY AND BETWEEN J. EMIL ANDERSON & SON, INC., A CORPORATION OF THE STATE OF ILLINOIS ("GRANTOR"), PARTY OF THE FIRST PART AND MELROSE PARK BUILDING CORPORATION, A DELAWARE CORPORATION ("GRANTEE"), ITS SUCCESSORS, ASSIGNS AND LESSEES, PARTY OF THE SECOND PART, RECORDED JUNE 9, 1960 AS DOCUMENT 1925934, WHICH INSTRUMENT GRANTS THE RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, INSTALL, MAINTAIN, REPAIR AND REMOVE A SWITCH TRACT OR SWITCH TRACKS AND APPURTENANCES OVER, ALONG, UPON AND ACROSS THE FOLLOWING DESCRIBED PREMISES, TO-WIT:

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF THE RIGHT-OF-WAY OF THE DES PLAINES VALLEY RAILROAD 19.636 FEET SOUTH OF THE POINT OF INTERSECTION OF SAID EAST LINE WITH THE SOUTHERLY LINE OF THE ILLINOIS TOLL ROAD AS DESCRIBED IN DOCUMENT NO. 1747978, REGISTERED IN THE REGISTRAR'S OFFICE OF COOK COUNTY, THENCE SOUTHEASTERLY 60.24 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST OF RADIUS 301.58 FEET AND WHOSE CHORD BEARS SOUTH 35 DEGREES 31 MINUTES 08.5 SECONDS EAST; THENCE NORTH 26 DEGREES 27 MINUTES 17 SECONDS WEST 76.204 FEET TO THE SOUTH LINE OF THE ILLINOIS TOLL ROAD, AFORESAID, THENCE NORTH 70 DEGREES 10 MINUTES 41 SECONDS WEST, ALONG SAID SOUTH LINE 1.07 FEET TO THE EAST LINE OF THE RIGHT-OF-WAY AFORESAID, THENCE SOUTH 19.636 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

INDEX NO.

09-30-400-015-0000

Address:

400 E. Touhy Ave  
Des Plaines, IL

# UNOFFICIAL COPY

Exhibit B

DESCRIPTION OF LEASES

All leases, subleases, lettings and licenses of or affecting the Property, now or hereafter in effect, and all amendments, extensions, modifications, replacements or revenues thereof, including, but not limited to, the following:

ABF FREIGHT SYSTEM, INC.

Property of Cook County Clerk's Office