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This Document Prepared by
and after Recording Return to:

Schwartz, Cooper, Greenberger
& Krauss, Chartered
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601
Attn: Michael S. Kurtzon, Esq.



Doc#: 0409727050
Eugene "Gene" Moore Fee: \$50.00
Cook County Recorder of Deeds
Date: 04/06/2004 11:47 AM Pg: 1 of 14

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FIRST AMERICAN TITLE

ORDER # 71581 DEC

L. Kain

ASSIGNMENT OF RENTS AND LEASES

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THIS ASSIGNMENT OF RENTS AND LEASES ("Assignment") is made and delivered as of the 30th day of March, 2004 by **OPUS REAL ESTATE ENTERPRISES V, L.L.C.**, a Delaware limited liability company ("Assignor"), to and for the benefit of **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, its successors and assigns ("Assignee").

RECITALS:

A. Pursuant to the terms of that certain Loan Agreement dated May 28, 2003 by and between Assignee and Opus Real Estate V Limited Partnership, a Delaware limited partnership ("Opus V") (as amended from time to time, the "Line of Credit Loan Agreement"), Assignee has extended to Opus V a revolving loan facility in the amount of Five Million and No/100 Dollars (\$5,000,000.00) (the "Line of Credit"). The Line of Credit is evidenced by a certain Revolving Credit Promissory Note dated May 28, 2003 in the principal amount of \$5,000,000.00 made by Opus V in favor of Assignee (the "Line of Credit Note," and together with the Line of Credit Loan Agreement and any other documents securing or evidencing the Line of Credit, the "Line of Credit Loan Documents").

B. Concurrently herewith, Assignor and Assignee are entering into a certain Loan Agreement of even date herewith (the "Loan Agreement").

C. Pursuant to the terms of the Loan Agreement, Assignee has agreed to loan to Assignor the aggregate principal amount of Thirty Nine Million Three Hundred Fifty Five Thousand and No/100 Dollars (\$39,355,000.00) ("Loan"). The Loan is evidenced by the following Promissory Notes (the "Notes"), each dated of even date herewith, from Assignor payable to the order of Assignee: (i) a Promissory Note in the principal amount of \$21,050,000.00 and (ii) a Promissory Note in the principal amount of \$18,305,000.00. The Loan is secured by, among other things, that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing of even date herewith made by Assignor in favor of Assignee, granting Assignee a first mortgage on the real property legally described on Exhibit A attached hereto (the Premises described on Exhibit A-1 are hereinafter referred to as the "Melrose Premises; and the Premises described on Exhibit A-2 are hereinafter referred to as the

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“Westings Premises.” The Melrose Premises and the Westings Premises are collectively referred to as the “Premises.”)

D. Pursuant to the terms of the Loan Agreement, the Line of Credit and the Loan are cross-defaulted and cross-collateralized. Concurrently herewith, Opus V and Assignee are entering into that certain Modification of Loan Documents dated of even date herewith (the “Modification”) whereby the Line of Credit Loan Agreement is being modified to cross-default the Line of Credit with the Loan.

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

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

1. **Definitions**. All capitalized terms which are not defined herein shall have the meanings ascribed thereto in the Loan Agreement.

2. **Grant of Security Interest**. Assignor hereby assigns to Assignee, all of the right, title and interest of Assignor in and to (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the land legally described in Exhibit A attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the “Premises”), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases (collectively, “Leases”), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises. Subject to Section 5 below, this Assignment is an absolute transfer and assignment of the foregoing interests to Assignee given to secure:

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

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

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

(a) this Assignment, as executed by Assignor, constitutes the legal and binding obligation of Assignor enforceable in accordance with its terms and provisions, subject to applicable bankruptcy, insolvency, moratorium investor relief and creditors' rights laws;

(b) Assignor is the lessor under all Leases;

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

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

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

4. **Covenants of Assignor.** Except as provided and permitted in the Loan Documents, Assignor covenants and agrees that so long as this Assignment shall be in effect:

(a) Prior to the expiration of the Earnout Period, Assignor shall not lease any portion of the Premises unless Assignor obtains Assignee's prior written consent to all aspects of such Lease, provided however, that such prior consent shall not be required if (i) at the time Assignor enters into such Lease, no Event of Default shall have occurred hereunder and be continuing, (ii) such Lease substantially conforms with a form of lease previously approved by Assignee, (iii) if the Lease is for space in the Melrose Premises, the Lease satisfies the criteria set forth in Section 2.4 of the Melrose Purchase Agreement, (iv) if the Lease is for space in the Westings Premises, the Lease satisfies the criteria set forth in Section 2.4 of the Westings Purchase Agreement; and (v) Assignor has furnished to Assignee notice of the execution of any such Lease and a true, complete and correct copy thereof;

(b) Following the expiration of the Earnout Period, Assignor shall not lease any portion of the Premises unless Assignor obtains Assignee's prior written consent to all aspects of such Lease, provided, however, such prior consent shall not be required if:

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- (i) The tenant under such Lease is leasing not more than 25,000 square feet of net rentable floor space in the Melrose Premises and such Lease is on commercially reasonable terms, and further provided that Assignor shall furnish to Assignee notice of the execution of any such Lease and a true, complete and correct copy thereof (any such Lease, a "Melrose Minor Lease," and collectively, the "Melrose Minor Leases"). Notwithstanding the foregoing, in the event such Melrose Minor Leases, in the aggregate, constitute more than 50,000 square feet of net rentable floor space in the Melrose Premises, Assignor shall be required to obtain Assignee's prior written consent to all aspects of any additional Melrose Minor Leases (but not any prior Melrose Minor Leases); or
- (ii) The tenant under such Lease is leasing not more than 5,000 square feet of net rentable floor space in the Westings Premises and such Lease is on commercially reasonable terms, and further provided that Assignor shall furnish to Assignee notice of the execution of any such Lease and a true, complete and correct copy thereof (any such Lease, a "Westings Minor Lease," and collectively, the "Westings Minor Leases") (the Westings Minor Leases and the Melrose Minor Leases are collectively referred to herein as the "Minor Leases" and each, a "Minor Lease"). Notwithstanding the foregoing, in the event such Westings Minor Leases, in the aggregate, constitute more than 25,000 square feet of net rentable floor space in the Westings Premises, Assignor shall be required to obtain Assignee's prior written consent to all aspects of any additional Westings Minor Leases (but not any prior Westings Minor Leases);
- (c) Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and Assignor shall not do or suffer to be done anything to impair the security thereof. Assignor shall not (i) release the liability of any tenant under any Lease, unless required to do so by the terms of the Lease, (ii) consent to any tenant's withholding of rent or making monetary advances and off-setting the same against future rentals, except as specifically provided therein, (iii) consent to any tenant's claim of a total or partial eviction, (iv) consent to a tenant termination or cancellation of any Lease, except as specifically provided therein, or (v) enter into any oral leases with respect to all or any portion of the Premises;
- (d) Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty days in advance of the time when the same shall become due, except for security or similar deposits, unless Assignor escrows such payments with Assignee;
- (e) Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents;
- (f) Assignor shall not modify the terms and provisions of any Lease which is not a Minor Lease, nor shall Assignor give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease, except as expressly

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permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease which is not a Minor Lease, without Assignee's prior written consent; provided, however, that Assignor may cancel or terminate any Minor Lease as a result of a material default by the tenant thereunder and failure of such tenant to cure the default within the applicable time periods set forth in the Lease;

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

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

(i) Assignor shall not waive or excuse the obligation to pay rent under any Lease, except for rent abatements as may be provided for in any Lease;

(j) Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, provided Assignee tenders the defense of any such matter to Assignor and that such matter shall be defended by counsel selected by Assignor and reasonably acceptable to Assignee;

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

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

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

(n) After the occurrence of an Event of Default, if any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Assignor covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, which shall not be unreasonably withheld, delayed or conditioned and shall be deemed given if Assignee fails to notify Assignor that Assignee's consent is being withheld within ten (10) business

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days after the loan officer of Assignee with primary responsibility for administering the Loan has received (i) Assignor's request for consent (which request, to be effective, shall specifically and conspicuously refer to the ten (10) day deemed consent provision of this subsection) and (ii) all other information reasonably necessary for Assignee to adequately evaluate such request (including, without limitation, a copy of the proposed Lease, credit information regarding the proposed tenant and guarantor, if any, and a statement of the leasing commissions, tenant improvement costs, tenant incentives and other cost and expenses to be incurred in connection with such Lease); and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Assignee. Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which shall be applied in accordance with the provisions of Paragraph 8 below; and

(o) Assignor will not execute any instrument or perform any act which may prevent Assignee from exercising any of its rights hereunder in accordance with the terms of this Assignment.

5. **Rights Prior to Default.** Unless or until an Event of Default (as defined in Paragraph 6) shall occur and anything in Paragraph 4 to the contrary notwithstanding, Assignor shall have the right to collect, at the time (but in no event more than thirty days in advance unless Assignor escrows such funds with Assignee) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same and enforce its rights under the Leases in accordance with their terms. Upon the occurrence of an Event of Default, Assignor's right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to Assignor. Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

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

7. **Rights and Remedies Upon Default.** At any time upon or following the occurrence of any Event of Default, Assignee, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing Assignor or any guarantor of the Notes from any obligation, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Loan Documents:

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

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

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

(d) Make any payment or do any act required herein of Assignor in such manner and to such extent as Assignee may deem necessary, and any amount so paid by Assignee shall become immediately due and payable by Assignor with interest thereon until paid at the Default Rate and shall be secured by this Assignment; provided, however, amounts expended by Assignee in the operation of the Premises (including leasing) shall not become due and payable by Assignor.

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

9. **Limitation of Assignee's Liability.** Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises or from any other act or omission of Assignee in managing, operating or maintaining the Premises following the occurrence of an Event of Default. Assignee shall not be obligated to observe, perform or discharge, nor does Assignee hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of Assignor under or by reason of this Assignment. Assignor shall and does hereby agree to indemnify, defend (using counsel satisfactory to Assignee) and hold Assignee harmless from and against any and all liability, loss or damage which Assignee may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against

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Assignee by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease (a "Claim"); provided, however, in no event shall Assignor be liable for any liability, loss or damage which Assignor incurs as a result of Assignee's gross negligence or willful misconduct nor for any claim that arises from a matter occurring after the event described in the second succeeding sentence but which does not relate to any matter occurring before such event. Assignee shall tender the defense of any such matter to Assignor, and such matter shall be defended by counsel selected by Assignor and reasonably approved by Assignee. Notwithstanding the foregoing, Assignor shall not be responsible for a Claim that arises from a matter that occurred after the earlier of (i) transfer of title to the Premises to Assignee or its designee by deed-in-lieu, foreclosure or otherwise or (ii) the date Assignor or its designee obtains possession and control of the Premises and such Claim is not a result of a matter that occurred prior to such date. Should Assignee incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. Subject to the foregoing, this Assignment shall not operate to place responsibility upon Assignee for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make Assignee responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth herein or in the Mortgage, and no exercise by Assignee of any of the rights set forth herein or in the Mortgage shall constitute or be construed as constituting Assignee a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereof or of the Mortgage.

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

11. **Further Assurances.** Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as Assignee may designate) and shall do or cause to be done such further acts, as Assignee may request, in order to permit Assignee to perfect, protect, preserve and maintain the assignment made to Assignee by this Assignment, so long as the same does not increase Assignor's obligations or diminish Assignor's rights hereunder.

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12. **Security Deposits.** Assignor acknowledges that Assignee has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that Assignee assumes no responsibility or liability for any security so deposited.
13. **Severability.** If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Assignee and Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.
14. **Successors and Assigns.** This Assignment is binding upon and inure to the benefit of Assignee and Assignor and their respective legal representatives, successors and assigns, and the rights, powers and remedies of Assignee and Assignor under this Assignment shall inure to the benefit of each party and its successors and assigns.
15. **Written Modifications.** This Assignment shall not be amended, modified or supplemented without the written agreement of Assignor and Assignee at the time of such amendment, modification or supplement.
16. **Duration.** This Assignment shall become null and void at such time as Assignor shall have paid the principal sum of the Notes together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents.
17. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.
18. **Notices.** All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of Assignor and Assignee, as the case may be, as specified in the Mortgage.
19. **Waiver of Trial by Jury.** **ASSIGNOR AND ASSIGNEE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS ASSIGNMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST ASSIGNEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS**

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ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

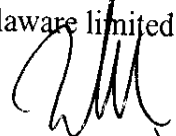
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IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment as of the day and year first above written.

**OPUS REAL ESTATE ENTERPRISES V,
L.L.C.**, a Delaware limited liability company

By: 
 Name: Wade Au
 Title: VP

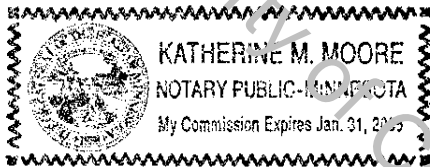
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Minnesota
STATE OF ILLINOIS)
) SS.
COUNTY OF *Hennepin*)

I, *Katherine M. Moore*, a Notary Public in and for said County, in the State aforesaid, do hereby certify that *Wade Lane*, the *VP* of **OPUS REAL ESTATE ENTERPRISES V, L.L.C.**, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said _____, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this *29th* day of March, 2004.



Katherine M. Moore
Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION

The West 570 feet of that part of the Southwest Fractional Quarter, South of the Indian Boundary Line of Section 34, Township 40 North, Range 12, East of the Third Principal Meridian, lying South of the Southeastly right of way line of the Indiana Harbor Belt Railroad Company and North of the North line of the right of way of West North Avenue as widened, described as follows:

Beginning at the intersection of the West line of said Southwest Fractional Quarter and the North line of right of way of West North Avenue, said point being 102.43 feet North of the Southwest corner of said Southwest Fractional Quarter; thence North along the West line of said Southwest Fractional Quarter, 1342.37 feet to the intersection of said line with the Southeastly right of way line of The Indiana Harbor Belt Railroad Company, said point being 342.74 feet South of the Indian Boundary Line, thence Northeastly along the Southeastly right of way line of said railroad along a line forming an angle of 136 degrees 30 minutes 52 seconds from South to East to North with the West line of said Southwest Fractional Quarter, 828.28 feet to intersection of said right of way line with the East line of the West 570 feet of said Southwest Fractional Quarter; thence South along a line 570 feet East of and parallel with the West line of said Southwest Fractional Quarter, 1945.14 feet to the intersection of said parallel line with the North line of right of way of West North Avenue, said point being 102.78 feet North of the South line of said Southwest Fractional Quarter; thence West along the North right of way line of West North Avenue 570 feet to the place of beginning, in Cook County Illinois.

ADDRESS: 2407 West North Avenue
Melrose Park, IL

PINS: 12-34-300-004-0000
12-34-304-002-0000
12-34-304-006-8001
12-34-304-006-8002

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EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1:

Lot 3 in Westings Corporate Community, being a Subdivision of Section 3, Township 38 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof recorded July 21, 2000 as Document R2000-110800, in Du Page County, Illinois.

Parcel 2:

Easements for the benefit of Parcel 1 as created by Declaration of Covenants, Conditions, Restrictions and Easements recorded August 9, 2000 as Document R2000-122044, all as set forth in Paragraph 12.7 of said Document.

Parcel 3:

Easement for the benefit of Parcel 1 as created by Driveway Easement recorded August 9, 2000 as Document R2000-122047, for ingress and egress over the driveway located on Lot 4 in Westings Corporate Community, aforesaid, as depicted on Exhibit "C" attached to said easement.

ADDRESS: 2056 Westings Avenue
Naperville, IL

PINS: 07-03-105-002