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Prepared By *q*
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Mortgage Loan No.:04204

Alison M. Mitchell
Piper Rudnick LLP
203 North LaSalle Street, Suite 1800
Chicago, Illinois 60601



Doc#: 0433634205
Eugene "Gene" Moore Fee: \$106.50
Cook County Recorder of Deeds
Date: 12/01/2004 04:21 PM Pg: 1 of 17



ASSIGNMENT OF LEASES AND RENTS

04-09589
5 of 6
THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of October 28, 2004 by and between **O'HARE PLAZA I LLC**, a Delaware limited liability company, having an address at c/o MJH Realty LLC, 6000 Garlands Lane, Suite 120, Barrington, Illinois 60010 ("Assignor"), and **MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY**, a Massachusetts corporation having an address c/o Babson Capital Management LLC, 1500 Main Street, Suite 2100, Springfield, Massachusetts 01115, Attention: Managing Director, Real Estate Finance Group ("Assignee").

RECITALS

A. Assignor, as maker, executed and delivered to Assignee, as payee, a certain Promissory Note of even date herewith (the "A Note") in the stated principal amount of \$44,000,000.00 and a certain Promissory Note of even date herewith (the "B Note") in the stated principal amount of up to \$9,000,000.00, which A Note and B Note (as the same may be amended, modified, consolidated or extended, collectively, the "Note") evidences a loan (the "Loan") in the original principal amount of up to \$53,000,000.00 made by Assignee to Assignor.

B. The Loan is secured in part by Assignor's interest in and to that certain real property located in the City of Chicago, County of Cook and State of Illinois and described in Exhibit A attached hereto and made a part hereof (collectively, the "Premises"), as evidenced by a certain Mortgage and Security Agreement and Fixture Filing dated of even date herewith ("Mortgage") with respect to the Premises. As used herein, the Note, the Mortgage, this Assignment and all other instruments evidencing, securing or pertaining to the Loan, now or from time to time hereafter executed and delivered to Assignee, are referred to collectively herein as the "Loan Documents".

C. Assignee has required, as a condition to the making of the Loan, that Assignor make and deliver this Assignment as below provided.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound, hereby agrees as follows:

1. Recitals. The foregoing recitals are incorporated into this Assignment by this reference.

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2. Defined Terms. As used in this Assignment, unless otherwise defined herein, all initially capitalized terms shall have the respective meanings ascribed to such terms in the Mortgage.

3. Assignment.

(a) Assignor does hereby absolutely, presently and irrevocably assign, transfer, and set over unto Assignee:

(i) All of the right, title and interest of Assignor in and to all leases, occupancy agreements, licenses to occupy, lettings, tenancies and other similar agreements, affecting all or a portion of the Premises, which leases, occupancy agreements, licenses to occupy, and other similar agreements are listed on Exhibit B hereto, and all other and future leases, occupancy agreements, licenses to occupy, lettings and tenancies and other similar arrangements, of the Premises, and all modifications, renewals, and extensions of the existing leases, occupancy agreements, licenses to occupy, lettings, tenancies and other similar arrangements present and future, together with guarantees, if any, of the lessee's obligations thereunder whether entered into before or after the filing by or against Assignor of any petition for relief under 11 U.S.C. §101 et. seq. as the same may be amended from time to time, or any successor statute thereto (the "Bankruptcy Code") (collectively the "Leases");

(ii) All rents, issues, income, proceeds payments, and profits arising from the Lease(s) and from the use and occupation of the Premises, including, without limitation, all fixed and additional rents, cancellation payments, option payments, letter of credit proceeds, supporting obligations, security deposits and all sums due and payments made under any guarantee of any of the Lease(s) or any obligations thereunder (collectively "Rents"); and

(iii) All rights, powers, privileges, options and other benefits of Assignor under the Leases, including without limitation the immediate and continuing right to make claim for, receive, collect and receipt for all Rents, including the right to make such claim in a proceeding under the Bankruptcy Code, and the right to apply the same to the payment of the indebtedness (collectively "Rights").

(b) Assignor and Assignee intend that this Assignment constitute a present, irrevocable and absolute assignment of the Lease(s) and Rents, and not an assignment for additional security only. Assignee grants to Assignor a revocable license ("License") to collect and receive the Rents. Assignor hereby agrees that Assignee may authorize and direct the lessee(s) named in the Lease(s), and any other occupants of the Premises, and all Lease guarantors, to pay over to Assignee or such other party as Assignee may direct, all Rents, upon receipt from Assignee of written notice to the effect that an Event of Default (as said term is defined in the Mortgage) exists, and to continue to do so until the lessees are otherwise notified by Assignee.

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4. Assignor's Warranties and Representations; Covenants.

(a) Assignor hereby warrants and represents to Assignee as follows:

(i) Assignor has not executed any prior assignment of the Leases or Rents, nor has it performed any act or executed any other instrument which might prevent Assignor from fulfilling any of the terms and conditions of this Assignment or which might prevent Assignee from operating under any of the terms and conditions of this Assignment or which would limit Assignee in such operation;

(ii) Assignor has not executed or granted any modification, waiver or amendment whatsoever of any of the Lease(s), except as indicated on Exhibit B; the Lease(s) are in full force and effect; and there are no defaults now existing under the Lease(s), or any conditions which, after notice, passage of time, or both would constitute defaults;

(iii) Assignor will observe and perform all the obligations imposed upon the lessor under any Lease(s) and will not do or permit to be done anything to impair any of the Lease(s);

(iv) Assignor will not collect any of the rents, issues, income, proceeds payments, and profits arising or accruing under the Lease(s) or from the Premises more than 30 days in advance of the time when the same shall become due under the Lease(s), nor execute any other assignment of the Lease(s) or assignment of rents, issues, income, proceeds or profits with respect to the Premises; and

(v) Except as otherwise specifically permitted under Section 2.19(d) of the Mortgage, or with the prior written consent of the Assignee, Assignor will not alter or modify the terms of the Lease(s), give any consent or exercise any option required or permitted by such terms, accept a surrender thereof, or consent to any assignment of or subletting under the Lease(s), whether or not in accordance with their terms.

5. Revocation of License.

(a) Upon or at any time after the occurrence of a default under this Assignment, or an Event of Default, the License granted to Assignor in paragraph 3 of this Assignment shall automatically be revoked without the need of any action by Assignee, and Assignee shall immediately be entitled to the receipt and possession of all Rents, and to the assumption of the Rights whether or not Assignee enters upon or takes control of the Premises.

(b) Upon demand by Assignee following the occurrence of an Event of Default, Assignor shall immediately deliver to Assignee all Rents in the possession of Assignor or its agents, and shall cooperate in instructing Assignor's agents and the

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lessee(s) under the Leases(s) and all others in possession of the Premises or any portion thereof to pay directly to Assignee all Rents.

(c) Upon revocation of the License, Assignee may, at its option, without waiving such Event of Default and without notice or regard to the adequacy of the security for the Indebtedness, either in person or by agent, nominee or attorney, or by a receiver appointed by a court, with or without bringing any action or proceeding, dispossess Assignor and its agents and servants from the Premises, without liability for trespass, damages or otherwise, and exclude Assignor and its agents from the Premises.

(d) Upon revocation of the License, Assignee may also take possession of the Premises, and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Premises on such terms and for such period of time as Assignee may deem proper. In addition, and with or without taking possession of the Premises, Assignee, in its own name, may demand, sue for or otherwise collect and receive all Rents, including those past due and unpaid and may apply any Rents collected in such order of priority as Assignee in its sole discretion deems appropriate, to the payment of:

(i) all reasonable expenses of managing the Premises, including, without limitation, the salaries, fees and wages of a managing agent and such other persons or entities as Assignee may deem necessary or desirable, and all expenses of operating and maintaining the Premises, including, without limitation, all taxes, claims, assessments, ground rents, water rents, sewer rents and any other liens or charges, and premiums for all insurance which Assignee may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Premises;

(ii) the Indebtedness; and

(iii) all reasonable costs and attorneys' fees, costs and expenses incurred in connection with the enforcement of this Assignment and any of the Loan Documents.

6. No Liability of Assignee. This Assignment shall not be construed to bind Assignee to the performance of any of the covenants, conditions, or provisions contained in any Lease, or otherwise impose any obligation upon Assignee. 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 either in collecting the Rents, or if Assignee shall have taken possession of the Premises, in managing the Premises, unless such loss is caused by the willful misconduct or gross negligence of Assignee.

7. No Mortgagee in Possession. In the absence of taking actual possession of the Premises by Assignee, in its own right and person, Assignee (i) shall not be deemed a mortgagee in possession, (ii) shall not be responsible for the payment of any taxes or assessments with respect to the Premises, (iii) shall not be liable to perform any obligation of the lessor under any

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Leases or under applicable law, (iv) shall not be liable to any person for any dangerous or defective condition in the Premises nor for any negligence in the management, upkeep, repair, or control of the Premises resulting in loss or injury or death to any person, and (v) shall not be liable in any manner for the remediation of any environmental impairment.

8. Bankruptcy.

(a) Assignee shall have the right to proceed in its own name or in the name of Assignor in respect of any claim, suit, action or proceeding, relating to any Leases in a proceeding under the Bankruptcy Code including, without limitation, the right to file and prosecute, all to the exclusion of Assignor, any proofs of claim, complaints, motions, applications, notices and other documents.

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

9. Indemnity of Assignee.

(a) Except with respect to Assignee's gross negligence or willful misconduct, Assignor hereby indemnifies Assignee for, and holds Assignee harmless from, any and all liability, loss or damage which may be incurred under the Leases or under or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings under any of the Leases.

(b) Should Assignee incur any such liability under the Leases or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by the Mortgage and Assignor shall reimburse Assignee therefor, immediately upon demand and upon the failure of Assignor so to do, Assignee, at its option, may declare all sums secured by the Mortgage immediately due and payable. Interest shall accrue on the amounts so expended by Assignee at the Default Rate (as said term is defined in the Mortgage) from the date expended until repaid.

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10. No Waiver of Rights by Assignee. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of any of its rights and remedies under the Note, Mortgage or any other Loan Document. This Assignment is made and accepted without prejudice to any of such rights and remedies possessed by Assignee to collect the Indebtedness and to enforce the Loan Documents, and said rights and remedies may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

11. Releases of Parties and Security. Assignee may take or release other security for the payment of the Indebtedness, may release any party primarily or secondarily liable therefor, and may apply any other security held by it to the satisfaction of any portion of the Indebtedness without prejudice to any of its rights under this Assignment.

12. Future Assurances. Assignor agrees that it will, from time to time, upon demand therefor by Assignee, deliver to Assignee an executed counterpart of each and every Lease. Further, Assignor agrees that it will execute, acknowledge and record such additional assurances and assignments as Assignee may request covering any and all of the Leases. Such assignments shall be on forms approved by the Assignee, and Assignor agrees to pay all costs incurred in connection with the examination of the Leases and the preparation, execution and recording of such assignments or any other related documents, including, without limitation, reasonable fees of Assignee's local counsel.

13. Amendments. This Assignment may not be altered or amended except in writing, intended for that specific purpose, signed by both Assignor and Assignee.

14. Legal Construction.

(a) All terms contained herein shall be construed, whenever the context of this Assignment so requires, so that the singular number shall include the plural, and the plural the singular, and the use of any gender shall include all genders.

(b) The terms "include" and "including" as used in this Assignment shall be construed as if followed by the phrase "without limitation".

(c) Any provision of this Assignment permitting the recovery of attorneys' fees and costs shall be deemed to include such fees and costs incurred in all appellate proceedings.

(d) In the event there is more than one Assignor, the obligations of each Assignor shall be joint and several for all purposes.

15. Notices. All notices, consents, approvals and requests required or permitted hereunder or under any other Loan Document shall be given in writing and shall be effective for all purposes if hand delivered or sent by: (i) certified or registered United States mail, postage prepaid; (ii) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery; or (iii) facsimile provided a confirming copy is sent the same day in the manner set forth in (ii) above, addressed in either case as follows:

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If to Assignee, at the following address:

Massachusetts Mutual Life Insurance Company
 c/o Babson Capital Management LLC
 1500 Main Street, Suite 2100
 Springfield, Massachusetts 01115
 Attention: Managing Director, Real Estate Finance Group
 Facsimile: 413-226-2498

With a copy to:

Massachusetts Mutual Life Insurance Company
 c/o Babson Capital Management LLC
 1500 Main Street, Suite 2800
 Springfield, Massachusetts 01115
 Attention: Vice President, Real Estate Law
 Facsimile: 413-226-1079

If to Assignor, at the following address:

O'Hare Plaza I LLC
 c/o MJH Realty LLC
 6000 Garlands Lane, Suite 120
 Barrington, Illinois 60010
 Attention: Marvin J. Herb
 Facsimile: 847-277-7330

With a copy to:

Rothschild, Barry & Myers
 55 West Monroe Street, Suite 3900
 Chicago, Illinois 60603-5012
 Attention: Jonathan E. Rothschild
 Facsimile: (312) 372-2350

or to such other address and person as shall be designated from time to time by Assignee or Assignor, as the case may be, in a written notice to the other party in the manner provided for in this Section 15. A notice shall be deemed to have been given: in the case of hand delivery or by facsimile, at the time of delivery; in the case of registered or certified mail, three (3) Business Days after deposit in the United States mail; or in the case of expedited prepaid delivery, upon the first attempted delivery on a Business Day. A party receiving a notice which does not comply with the technical requirements for notice under this Section 15 may elect in writing to waive any deficiencies and treat the notice as having been properly given.

16. Controlling Law. This instrument shall be governed by and construed in accordance with the laws of the state in which the Premises is situated.

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17. Discharge. Until the payment in full of the Indebtedness, this Assignment shall continue in full force and effect, whether or not recorded. Assignor hereby authorizes Assignee to furnish to any Person written notice that this Assignment remains in effect and agrees that such Person may rely upon and shall be bound by such statement. Upon payment in full of the Indebtedness and the delivery and recording of a satisfaction or discharge of Mortgage duly executed, this Assignment shall be void and of no effect.

18. Severability. All rights, powers and remedies provided in this Assignment may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent (but only to the extent) necessary so that they will not render this Assignment invalid or unenforceable. If any term, covenant, condition, or provision of this Assignment or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remaining terms, covenants, conditions and provisions of this Assignment, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Assignment shall be modified and/or limited to the extent necessary to render the same valid and enforceable to the fullest extent permitted by law.

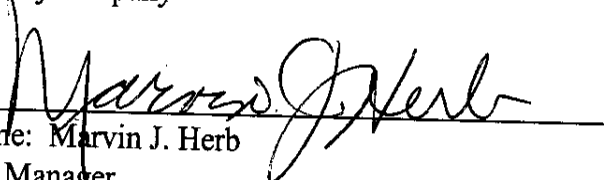
19. Successors and Assigns. This Assignment shall be binding upon Assignor's successors and assigns and shall inure to the benefit of Assignee and its successors and assigns, and shall survive payment of the Loan, foreclosure, deed-in-lieu of foreclosure and any other transfer of the Premises or any interest therein.

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IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

ASSIGNOR:

O'HARE PLAZA I LLC, a Delaware limited liability company

By: 
Name: Marvin J. Herb
Its: Manager

Property of Cook County Clerk's Office

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ACKNOWLEDGMENT

STATE OF ILLINOIS

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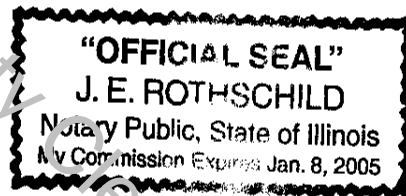
COUNTY OF COOK

I, J.E. ROTHSCHILD, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Marvin J. Herb, as manager of O'Hare Plaza I LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he/she, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said limited liability company and as his/her own free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 28th day of October, 2004.

J.E. Rothschild
Notary Public

My Commission expires:



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EXHIBIT A

PREMISES

PARCEL 1: (PHASE I)

THAT PART OF THE WEST 15.80 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE AFORESAID SECTION 2; THENCE NORTH 88 DEGREES 10 MINUTES 50 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4, A DISTANCE OF 110.00 FEET TO A POINT ON THE EASTERLY LINE OF EAST RIVER ROAD AS DEDICATED PER DOCUMENT NUMBER 17950750, SAID POINT BEING THE BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 88 DEGREES 10 MINUTES 50 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4 A DISTANCE OF 515.05 FEET TO THE SOUTHEAST CORNER OF THE AFORESAID WEST 15.80 ACRES; THENCE NORTH 0 DEGREES 05 MINUTES 16 SECONDS EAST ALONG THE EAST LINE OF SAID WEST 15.80 ACRES, 612.44 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH FACE OF A RAMP WALL; THENCE NORTH 89 DEGREES 53 MINUTES 04 SECONDS WEST ALONG THE FACE OF SAID RAMP WALL AND ITS EASTERLY AND WESTERLY EXTENSION 268.87 FEET TO A POINT ON THE EAST FACE OF A PILASTER; THENCE NORTH 0 DEGREES 25 MINUTES 01 SECONDS WEST ALONG THE EAST FACE OF SAID PILASTER 0.41 FEET TO THE NORTH FACE OF SAID PILASTER; THENCE NORTH 89 DEGREES 14 MINUTES 37 SECONDS WEST ALONG THE NORTH FACE OF SAID PILASTER 2.22 FEET TO THE WEST FACE OF A RAMP WALL; THENCE SOUTH 00 DEGREES 01 MINUTES 01 SECONDS EAST ALONG THE WEST FACE OF SAID RAMP WALL 25.38 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH FACE OF THE CONCRETE LEDGES; THENCE NORTH 89 DEGREES 53 MINUTES 01 SECONDS WEST ALONG THE NORTH FACE OF SAID CONCRETE LEDGES AND THEIR EASTERLY AND WESTERLY EXTENSION 124.18 FEET TO A POINT ON THE NORTHERLY EXTENSIONS OF THE WEST FACE OF OTHER CONCRETE LEDGE; THENCE SOUTH 0 DEGREES 01 MINUTES 20 SECONDS WEST ALONG THE WEST FACE OF SAID CONCRETE LEDGES AND THEIR NORTHERLY AND SOUTHERLY EXTENSIONS 90.00 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH FACE OF OTHER CONCRETE LEDGES; THENCE NORTH 89 DEGREES 48 MINUTES 57 SECONDS WEST ALONG THE NORTH FACE OF SAID CONCRETE LEDGES AND THEIR EASTERLY AND WESTERLY EXTENSIONS 172.24 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF EAST RIVER ROAD AS DEDICATED PER THE AFORESAID DOCUMENT NO. 17950750; THENCE SOUTH 5 DEGREES 44 MINUTES 36 SECONDS EAST ALONG SAID EASTERLY LINE OF EAST RIVER ROAD 517.80 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 2:

THE FOLLOWING DESCRIBED EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS GRANTED AND DEFINED IN A GRANT OF EASEMENT DATED AS OF APRIL 22, 1985 AND RECORDED APRIL 25, 1985 AS DOCUMENT NO. 27525402, AND AMENDED BY SUPPLEMENTAL DECLARATION OF RESERVATIONS, COVENANTS AND RESTRICTIONS DATED AS OF JUNE 3, 1987 AND RECORDED JUNE 5, 1987 AS DOCUMENT NO. 87305901.

(A) FOR INGRESS AND EGRESS TO AND FROM HIGGINS ROAD OVER THE AREA DESIGNATED AS "MAIN ACCESS STRIP"; AND DESCRIBED AS FOLLOWS:

THAT PART OF THE WEST 15.80 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE AFORESAID WEST 15.80 ACRES; THENCE NORTH 0 DEGREES 05 MINUTES 16 SECONDS EAST ALONG THE EAST LINE OF SAID WEST 15.80 ACRES, 612.44 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH FACE OF A RAMP WALL, SAID POINT OF INTERSECTION BEING THE BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT; THENCE NORTH 89 DEGREES 53 MINUTES 04 SECONDS WEST ALONG SAID EASTERLY EXTENSION, 67.00 FEET; THENCE NORTH 0 DEGREES 05 MINUTES 16 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID WEST 15.80 ACRES 399.01 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHWESTERLY LINE OF HIGGINS ROAD AS OCCUPIED, THENCE SOUTH 79 DEGREES 09 MINUTES 44 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE OF HIGGINS ROAD AS OCCUPIED 68.20 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID WEST 15.80 ACRES, THENCE SOUTH 0 DEGREES 05 MINUTES 16 SECONDS WEST ALONG THE EAST LINE OF SAID WEST 15.80 ACRES, 386.32 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(B) FOR INGRESS AND EGRESS TO AND FROM EAST RIVER ROAD OVER THE AREA DESIGNATED AS "EAST RIVER ROAD ACCESS", AND DESCRIBED AS FOLLOWS: THAT PART OF THE WEST 15.80 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE NORTH 88 DEGREES 10 MINUTES 50 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4 A DISTANCE OF 110.00 FEET TO A POINT ON THE EASTERLY LINE OF EAST RIVER ROAD AS DEDICATED PER DOCUMENT NO. 17950750; THENCE NORTH 5 DEGREES 44 MINUTES 36 SECONDS WEST ALONG SAID EASTERLY LINE OF EAST RIVER ROAD 517.80 TO THE POINT OF INTERSECTION WITH THE

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WESTERLY EXTENSION OF THE NORTH FACE OF THE CONCRETE LEDGES, SAID POINT OF INTERSECTION BEING THE BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT; THENCE CONTINUING NORTH 5 DEGREES 44 MINUTES 36 SECONDS WEST ALONG SAID EASTERLY LINE OF EAST RIVER ROAD, 223.38 FEET, THENCE NORTH 85 DEGREES 15 MINUTES 24 SECONDS EAST ALONG A LINE DRAWN PERPENDICULARLY TO SAID EASTERLY LINE 38.00 FEET; THENCE SOUTH 5 DEGREES 44 MINUTES 36 SECONDS EAST PARALLEL WITH SAID EASTERLY LINE 227.32 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH FACE OF THE AFORESAID CONCRETE LEDGES; THENCE NORTH 89 DEGREES 48 MINUTES 57 SECONDS WEST ALONG SAID WESTERLY EXTENSION 38.20 FEET TO THE HEREIN ABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(C) FOR PEDESTRIAN USE OVER AND ACROSS THE AREA DESIGNATED AS "WALKWAYS" EXCEPT THAT PART THEREOF FALLING WITHIN PARCEL 1 AND;

(D) FOR "FACILITIES" PER SECTION 2.2(C) OF SAID DOCUMENT, EXCEPT THAT PART THEREOF FALLING WITHIN PARCEL 1.

PARCEL 3:

AN EASEMENT, FOR THE BENEFIT OF PARCEL 1, AS CREATED AND DEFINED IN THAT CERTAIN EASEMENT AGREEMENT DATED SEPTEMBER 13, 1985 AND RECORDED OCTOBER 28, 1985 AS DOCUMENT NO. 85256432, FOR THE PURPOSE OF INGRESS AND EGRESS OVER AND UPON THE "SUPPLEMENTAL PARCEL" AND DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF THE WEST 15.80 ACRES THEREOF AND DESCRIBED AS FOLLOWS:

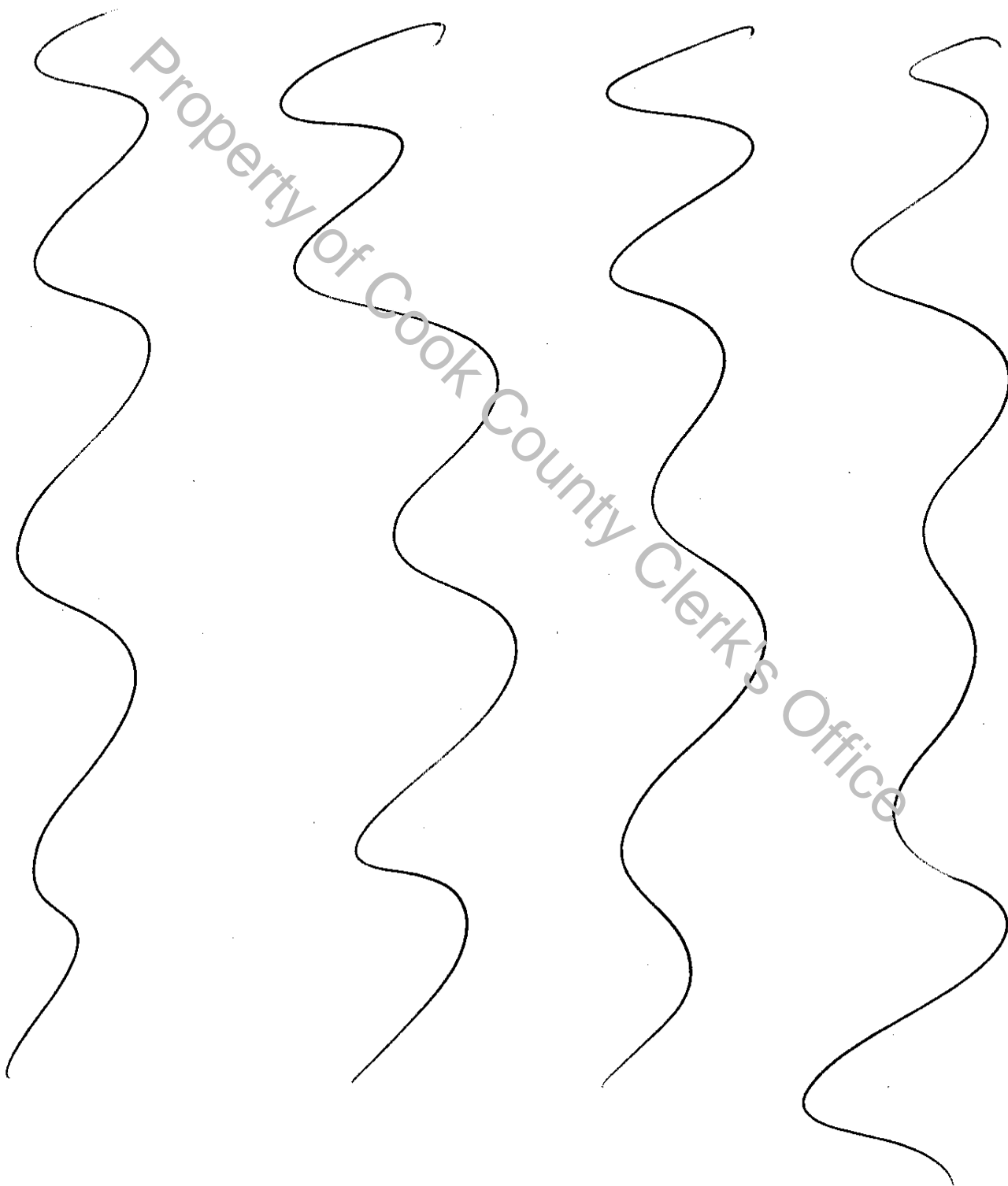
BEGINNING AT THE POINT OF INTERSECTION OF SAID EAST LINE WITH THE SOUTHWESTERLY LINE OF WEST HIGGINS ROAD AS OCCUPIED; THENCE SOUTHEASTERLY 15.00 FEET ALONG SAID SOUTHWESTERLY LINE; THENCE SOUTHWESTERLY TO A POINT ON SAID EAST LINE 30.00 FEET SOUTH OF THE HEREINABOVE DESCRIBED POINT OF BEGINNING; THENCE NORTH ALONG SAID EAST LINE 30.00 FEET TO SAID POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Address: 8725 and 8735 W. Higgins Rd, Chicago, IL
 P.I.N. : 12-02-301-010-0000

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EXHIBIT B

LEASES



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EXHIBIT B

Leases

Tenant	Document	Dated
ABN AMRO Mortgage Group, Inc.	Lease	1/1/1995
	First Amendment to Lease	10/31/1997
	Assignment	1/1/1999
	Second Amendment to Lease	8/31/2000
Alltel Communications, Inc.	Lease	11/1/1999
	First Amendment to Lease	12/30/1999
American College of Foot and Ankle Surgeons	Lease	3/19/2004
Arch Venture Corporation	Lease	12/1/1996
	First Amendment to Lease	10/19/1998
	Second Amendment to Lease	11/2/1999
	Third Amendment to Lease	10/21/2003
	Fourth Amendment to Lease	6/30/2004
Atlantic Container Line	Lease	10/1/1996
	First Amendment to Lease	8/31/1999
	Second Amendment to Lease	9/30/2002
Authenticate, Inc.	Lease	1/1/2003
Bansley & Kiener, LLP	Lease	2/1/2003
Bearing Point, Inc.	Lease	12/31/1999
	First Amendment to Lease	12/31/2000
	Assignment of and Second Amendment to Lease	3/1/2003
Binney & Smith	Lease	1/15/1987
	First Amendment to Lease	12/24/1986
	Second Amendment to Lease	5/21/1993
	Third Amendment to Lease	Jun-00
Chicago Football, L.L.C.	Fourth Amendment to Lease	Nov-01
	Lease	7/7/2000
Cisco Systems, Inc.	First Amendment to Lease	8/30/2002
	Lease	3/31/1997
	First Amendment to Lease	5/15/1997
	Second Amendment to Lease	1/17/2002
	Third Amendment to Lease	2002 2000
Comcast of Florida/Illinois/Michigan, Inc.	Lease	6/7/2004
Container Recycling Alliance, L.P.	Lease	3/18/2004
	First Amendment to Lease	9/21/1999
		7/19/2000

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Corporate Healthcare Financing, Inc.	Lease	8/25/1999
	First Amendment to Lease	5/8/2002
Cypress Communications, Inc.	Licence Agreement	3/1/2000
Deli-Time, L.L.C.	Lease	11/24/2003
Eli Lilly and Company	Lease	3/5/1990
	First Amendment to Lease	12/19/1990
	Second Amendment to Lease	10/21/1993
	Third Amendment to Lease	4/5/1995
	Fourth Amendment to Lease	8/10/2001
Enterasys Network Sales & Service, Inc.	Lease	12/1/1996
	First Amendment to Lease	3/19/1997
	Second Amendment to Lease	2/6/2003
FH Paschen, S.N. Nielsen, Inc., FHP Tectonecs Corp., and F.H. Paschen/S.N. Nielsen & Associates	Lease	11/28/2000
	First Amendment to Lease	8/1/2003
Port Silver Limited Partnership	Lease	11/24/2003
	First Amendment to Lease	7/19/2004
	Consent of LL to Assignment	1/29/2004
Hairs Looking at You	Lease	12/1/1998
	First Amendment to Lease	7/31/2001
	Second Amendment to Lease	2/26/2004
I.G.A. Inc	Lease	9/1/1996
	First Amendment to Lease	2/4/2003
Ashok Thakkar and Himaxi Thakkar d/b/a Incidentals	Lease	4/17/2001
	First Amendment to Lease	6/24/2003
	Letter Agreement	1/29/2004
	Consent to subletting	1/19/2004
James E. Van Ella & Associates, Inc.	Lease	9/12/2001
Level 3 Communications, LLC	Lease	2000
Chicago Fiber Optics Corporation d/b/a Metropolitan Fiber Systems of Chicago, Inc.	Service Agreement	11/30/1994
National Exchange Carrier Association, Inc.	Lease	5/31/1989
	First Amendment to Lease	4/1/1994
	Second Amendment to Lease	4/27/1999
Northern Trust Company	ATM License Agreement	5/31/1996
Omicron Chicago Region, Inc.	Lease	1/3/2003

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PC Tel, Inc.	Lease	7/30/2002
Plaza Research Corporation	Lease	2000
Rauch & Company	Lease	5/11/1987
	First Amendment to Lease	8/25/1989
	Extension/ Second Amendment to Lease	8/1/1992
	Third Amendment to Lease	3/1/1996
	Fourth Amendment to Lease	5/8/2002 2000
Skyline Computer	Lease	5/3/2000
	First Amendment to Lease	7/31/2000
Technium, Inc.	Lease	7/1/1994
	First Amendment to Lease	1/1/1996
	Letter Agreement	2/29/1996
	Second Amendment to Lease	8/21/1998
	Third Amendment to Lease	6/4/2001
Totsch Enterprises, Inc.	Lease	11/1/1994
	First Amendment to Lease	9/3/1998
	Second Amendment to Lease	9/2/1999
	Third Amendment to Lease	8/15/2002
Verisign, Inc.	Lease	4/16/2001
	Sublease Agreement	7/24/2003
	Consent to subletting	7/24/2003
Chicago S.M.S.A. Limited Partnership d/b/a Verizon Wireless	Lease	1/15/1993
	First Amendment to Lease	10/31/1993
	Second Amendment to Lease	Oct-00
Washington Mutual Bank, F.A.	Lease	8/31/2000
	First Amendment to Lease	2002
	Second Amendment to Lease	7/31/2003
	Confirmation Agreement	8/18/2003
Westaff (USA), Inc.	Lease	5/1/1993
	First Amendment to Lease	7/30/1996
	Second Amendment to Lease	6/30/1998
	Third Amendment to Lease	11/1/1999
	Fourth Amendment to Lease	10/24/2002
XO-One, Inc.	Lease	12/30/1999
XO of Illinois, Inc.	Lease	11/18/1999