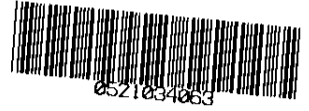


UNOFFICIAL COPY



Doc#: 0521034063
Eugene "Gene" Moore Fee: \$42.00
Cook County Recorder of Deeds
Date: 07/29/2005 01:46 PM Pg: 1 of 10

126051 / 15097
M2 + DEC
First American Title Order

4705 W 47th Street
Chicago South, Illinois

U-Haul Grande Pool

When recorded return to:
Ms. Colleen Conley
First American Title
4801 E. Washington Street Ste. 150
Phoenix, AZ 85034

Assignment of
Leases and Rents and Security Deposits

Prepared by :

Proskauer Rose LLP
1585 Broadway
New York, New York 10036
Attention: David J. Weinberger, Esq.
File Number: 757037 4 of 5

10

UNOFFICIAL COPY

ML Pool 1

ASSIGNMENT OF LEASES AND RENTS AND SECURITY DEPOSITS

THIS ASSIGNMENT OF LEASES AND RENTS AND SECURITY DEPOSITS ("Assignment"), dated as of June 8, 2005, by the Person identified on the signature page hereof ("Borrower"), having an address at 715 Country Club Drive, Meza, Arizona 85210, to MERRILL LYNCH MORTGAGE LENDING, INC., a Delaware corporation having an address at 4 World Financial Center, 16th Floor, New York, NY 10080, attention: CMBS Servicing.

RECITALS

Lender has made a loan to Borrower in the principal sum of SEVENTY FOUR MILLION NINE HUNDRED EIGHTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$74,988,000.00), for the purpose of acquiring or refinancing certain real property (the "Property") and the improvements thereon to be owned by and leased by Borrower to various tenants. The real property identified on Exhibit A annexed hereto and made a part hereof, owned by Borrower, constitutes a part of the Property. The loan made to Borrower, is evidenced by the Note of even date herewith which has a maturity date on the Payment Date occurring in July, 2015 which is to be secured, among other things, by this Assignment.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Definitions. All capitalized undefined terms used herein shall have the respective meanings assigned thereto in either those certain (a) mortgages, security agreement, assignment of rents and fixture filing, (b) deeds of trust, security agreement, assignment of rents and fixture filing, (c) deeds to secure debt, security agreement, assignment of rents and fixture filing or (d) agreements of spreader, consolidation and modification of mortgage, security agreement, assignment of rents and fixture filing, as applicable, each of even date herewith (each hereinafter referred to as the "Security Instrument") made by or between, as applicable, Borrower to, and/or, as applicable, Lender encumbering or, where applicable, conveying security title to, the real property identified on Exhibit A hereto.

Section 2. Assignment. To secure the prompt payment and performance of each obligation secured by the Security Instrument, Borrower hereby grants, assigns, transfers, conveys and sets over to Lender all of Borrower's estate, right, title, interest, claim and demand in, to and under the leases and other agreements, whether written or oral, affecting the use, enjoyment or occupancy of the Premises and/or the Improvements located thereon, whether now existing or hereafter arising (including any extensions, modifications or amendments thereto, the "Leases"), including, without limitation,

(a) all claims, rights, powers, privileges, remedies, options and other benefits of Borrower under the Leases including, without limitation, all cash or securities now or hereafter deposited thereunder (including, without limitation, any bond or other similar instrument obtained by Borrower and held in lieu of any such deposits) (collectively, the "Security Deposits") to secure performance by tenants or licensees of their obligations thereunder, whether such Security Deposits are to be held until the expiration of the term of any Lease or applied to one or more of the installments of rent coming due immediately prior to the expiration of such term and all guarantees of any Leases or other rental arrangements, and

(b) any and all earnings, revenues, rents, issues, profits, proceeds, avails and other income of and from the Property, including, without limitation, the Leases now due or to become due or to which Borrower may now or shall hereafter become entitled to claim or demand including, without limitation, the Security Deposits as and when applied by Borrower towards the payment of rents and other payments due pursuant to the Leases (collectively, the "Rents"),

together with full power and authority, in the name of Borrower or otherwise, but without any obligation to do so, and subject to the provisions of this Assignment including, without limitation, Section 3, to demand, receive, enforce, collect or receipt for any or all of the foregoing, to endorse or execute any checks or other instruments or orders, to give receipts, releases and satisfaction, and to sue, in the name of Borrower or Lender, for all of the Rents, to subject and subordinate at any time and from time to time, any Lease to the security title, security interest and lien, as applicable, of the Security Instrument or any other mortgage or deed of trust affecting the Property, to file any claims and to take any action which Lender may deem necessary or advisable in connection therewith, and Borrower hereby irrevocably appoints Lender its true and lawful attorney-in-fact, coupled with an interest, at the

UNOFFICIAL COPY

option of Lender at any time and from time to time to exercise any rights granted to Lender hereunder provided that such appointment shall only be exercised (i) after and during the continuance of a Default provided that Lender has given Borrower not less than five (5) prior days notice of its intent to exercise such appointment or (ii) from and after and during the continuance of an Event of Default. No exercise by Lender of any rights of Borrower hereunder or under the other Loan Documents shall release Borrower from its obligations under the Leases. Notwithstanding the foregoing, so long as no Event of Default shall be continuing, Borrower shall have a revocable license to take all actions with respect to all Leases and Rents, present and future, including the right to collect and use the Rents subject to the terms of the Security Instrument. At any time after an Event of Default, the license granted hereinabove may be revoked by Lender, and Lender or a receiver appointed in accordance with the Security Instrument may enter upon the Property, and collect, retain and apply the Rents toward payment of the Debt in such priority and proportions as Lender in its sole discretion shall deem proper.

Section 3. Certain Rights of Lender. This Assignment constitutes an absolute, present assignment and not merely an assignment for additional security. Borrower shall have a license to collect all Rents provided such Rents are applied in accordance with the provisions of Article V of the Security Instrument for the purposes therein set forth including, without limitation, payments of interest and principal and any other amounts due and payable under the Note, Security Instrument or other Loan Documents. Upon the occurrence and during the continuance of an Event of Default, the license granted herein to Borrower to collect Rents shall automatically terminate.

Without limitation to any other provision hereof, upon the occurrence and during the continuance of an Event of Default, Lender may (but shall have no obligation to so do), either in person, by agent or by a court-appointed receiver, at any time without notice, regardless of the adequacy of Lender's security, perform all acts necessary and appropriate for the operation and maintenance of the Property including, but not limited to, the execution, cancellation or modification of Leases, the collection of all Rents, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, or any part thereof, all on such terms as are deemed best to protect the security of this Assignment. In the event Lender elects to seek the appointment of a receiver for the Property, or any part thereof, upon the occurrence and during the continuance of an Event of Default pursuant to this Assignment or the other Loan Documents, Borrower hereby expressly consents to the appointment of such receiver.

Subsequent to the occurrence and during the continuance of any Event of Default all Rents collected may be applied as Lender shall determine in Lender's discretion, including without limitation to the costs, if any, of taking possession and control of and managing the Property, or any part thereof, and collecting such amounts, including, but not limited to, reasonable attorneys' fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, or any part thereof, premiums on insurance policies, taxes, assessments and other charges on the Property, or any part thereof, and to the Debt in such order and priority as Lender shall determine. Lender and its agents or employees or the receiver shall have access to the books and records used in the operation and maintenance of the Property at reasonable times and upon reasonable notice to Borrower, and shall be liable to account only for those Rents actually received. Neither Lender nor its agents, employees, officers or directors shall be liable to Borrower, any Person claiming under or through Borrower or any Person having an interest in the Leases or any other part of the Property by reason of Lender's rights or remedies hereunder or the exercise thereof provided, however, that the foregoing provisions of this sentence shall not be deemed to alter or amend the provisions of any indemnification of Lender (or its agents, employees, officers and directors) by Borrower hereunder or under the other Loan Documents.

If the Rents are not sufficient to meet the costs, if any, of taking possession and control of and managing the Property, any funds expended by Lender for such purposes shall become a part of the Debt secured by this Assignment. Such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof and shall bear interest from the date of such notice at the Default Rate until paid.

Section 4. Representations and Warranties of Borrower. All of the representations and warranties contained in Section 2.05(o) of the Security Instrument are hereby incorporated by reference with the same force and effect as if fully restated herein.

Section 5. No Mortgagee in Possession. The acceptance by Lender of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of possession of the Property by Lender, be deemed or construed to constitute Lender a mortgagee-in-possession nor thereafter or at any time or in any event obligate Lender to appear in or defend any action or proceeding relating to

UNOFFICIAL COPY

the Leases, the Rents or any other part of the Property, or to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases, or to assume any obligation or responsibility for any Security Deposits or other deposits delivered to Borrower by any obligor thereunder and not assigned and delivered to Lender, nor shall Lender be liable in any way for any injury or damage to Person or property sustained by any Person in or about the Premises; and that the collection of said Rents and application as aforesaid and/or the entry upon and taking possession of the Property or any part thereof by Lender or a receiver shall not cure or waive, modify or affect any Event of Default under the Note, the Security Instrument or any other Loan Document so as to invalidate any act done pursuant to such Event of Default, and the enforcement of such right or remedy by Lender, once exercised, shall continue for so long as Lender shall elect, notwithstanding that the collection and application aforesaid of the Rents may have cured for the time the original Event of Default. If Lender shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent Event of Default, whether of the same or a different nature.

Section 6. Certain Agreements of Borrower. Borrower hereby covenants and agrees as follows:

- (a) This Assignment shall transfer to Lender all of Borrower's right, title and interest in and to the Security Deposits, provided that Borrower shall have the right to retain the Security Deposits so long as no Event of Default shall have occurred and provided further, that Lender shall have no obligation to any such tenant with respect to the Security Deposits unless and until Lender comes into actual possession and control thereof;
- (b) Borrower shall not terminate, grant concessions in connection with, modify or amend any Lease without the prior written consent of Lender except in accordance with the terms of the Security Instrument;
- (c) Borrower shall not collect or permit the prepayment of any Rent more than one (1) month in advance of the date on which it becomes due under the terms of any Lease (except in accordance with the terms of the Security Instrument and except that Borrower may collect or permit collection of Security Deposits subject to and only in accordance with the terms of the Security Instrument);
- (d) Except as expressly permitted by the Security Instrument, Borrower shall not execute any further pledge or assignment of any Rent or any interest therein or suffer or permit any such assignment to occur by operation of law;
- (e) Borrower shall faithfully perform and discharge all obligations of the lessor under the Leases substantially in accordance with the terms thereof, and shall give prompt written notice to Lender of any notice of Borrower's default received from a tenant and shall furnish Lender with a complete copy of said notice. Borrower shall appear in and defend any action or proceeding arising under or in any manner connected with the Leases;
- (f) Borrower shall not waive, excuse, condone, discount, set-off, compromise or in any manner release or discharge any tenant under the Leases, of and from any obligations, covenants, conditions and agreements by said tenant to be kept, observed and performed, including the obligation to pay Rents thereunder, except as permitted by the Security Instrument;
- (g) Nothing herein shall be construed to impose any liability or obligation on Lender under or with respect to the Leases. Neither this Assignment nor any action or inaction on the part of Lender shall, without the prior written consent of Lender, constitute an assumption on its part of any obligation under the Leases; nor shall Lender have any obligation to make any payment to be made by Borrower under the Leases, or to present or file any claim, or to take any other action to collect or enforce the payment of any amounts which have been assigned to Lender or to which it may be entitled hereunder at any time or times. No action or inaction on the part of Lender or its agents, employees, officers or directors shall adversely affect or limit in any way the rights of Lender hereunder or under the Leases. Borrower shall indemnify and hold Lender and its agents, employees, officers or directors harmless from and against any and all liabilities, losses and damages which Lender or its agents, employees, officers or directors may incur under the Leases or by reason of this Assignment, and of and from any and all claims and demands whatsoever which may be asserted against Lender or its agents, employees, officers or directors by reason of any alleged obligations to be performed or discharged by Lender under the Leases or this Assignment including, without limitation, any liability under the covenant of quiet enjoyment contained in any of the Leases in the event that any tenant shall have been joined as a party defendant in any action to foreclose the Security Instrument and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in the Property

UNOFFICIAL COPY

or any part thereof. Should Lender or its agents, employees, officers or directors incur any liability, loss or damage under the Leases or under or by reason of this Assignment, except for liability, loss or damage resulting solely from Lender's gross negligence or willful misconduct, Borrower shall immediately upon demand reimburse Lender, its agents, employees, officers or directors for the amount thereof together with all costs and expenses and reasonable attorneys' fees incurred by Lender or its agents, employees, officers or directors. All of the foregoing sums shall bear interest from the date so demanded until paid at the Default Rate. Any Rent collected by Lender or its agents may be applied by Lender in its discretion in satisfaction of any such liability, loss, damage, claim, demand, costs, expense or fees;

(h) Each tenant under the Leases shall make its Rent payable to and pay such Rent to Lender (or Lender's agent or designee) until such time as Lender shall, by written notice, direct otherwise; provided, however, that Borrower may collect Rents for so long as the license granted under Section 3 hereof shall not have been terminated. Any Rents which may be received by Borrower hereafter relating to all or any portion of the term of any Lease from and after the date hereof shall be promptly delivered to Lender to be applied pursuant to Section 3 hereof.

Section 7. Event of Default. The occurrence of an Event of Default pursuant to the Security Instrument shall constitute an Event of Default hereunder.

Section 8. Additional Rights and Remedies of Lender. In addition to all other rights and remedies provided herein, under the Loan Documents, or otherwise available at law or in equity, if an Event of Default occurs and is continuing, Lender shall, in its sole discretion, have the following rights and remedies, all of which are cumulative:

(i) Lender shall have the right at any time or times thereafter, at its sole election, without notice thereof to Borrower, to enforce the terms of the Leases, to sue for or otherwise collect the Rents, whether in Borrower's or Lender's name, to enter upon, take possession and manage and control the Leases and any other part of the Property, with or without notice, either in person, by agent or by court-appointed receiver, and to otherwise do any act or incur any costs or expense as Lender shall deem proper to protect the security hereof, as fully and to the same extent as Borrower could do in possession, and in such event to apply the Rents so collected to the operation and management of the Property, or any part thereof, but in such order as Lender may deem proper, and including payment of reasonable management, brokerage and attorneys' fees, in the name of Borrower, Lender, a nominee of Lender, or in any or all of the said names;

(ii) Lender shall have the right at any time or times, at its sole election, without notice thereof, except such notice to Borrower as may be expressly provided in the Security Instrument, if any, to declare all sums secured hereby immediately due and payable and, at its option, to exercise any and/or all of the rights and remedies contained in the Note and/or the Security Instrument; and

(iii) Lender shall have the right to assign all or any portion of Lender's right, title and interest under this Assignment in any of the Leases to any subsequent holder of the Note or any participating interest therein or to any Person acquiring title to the Leases or any other portion of the Property through foreclosure or otherwise. Any such subsequent assignee shall have all the rights and powers herein provided to Lender.

Section 9. Additional Security. Lender may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of such indebtedness, without prejudice to any of its rights under this Assignment. Borrower shall from time to time upon request of Lender, specifically assign to Lender, as additional security for the payment of the Debt, by an instrument in writing in such form as may be reasonably approved by Lender, all right, title and interest of Borrower in and to any and all Leases now or hereafter on or affecting the Premises, together with all security therefor and all Rents payable thereunder, subject to the terms hereof. Borrower shall also deliver to Lender any notification, financing statement or other document reasonably required by Lender to perfect the assignment as to any such Lease.

Section 10. Absolute Assignment; Release. The assignment made hereby is an absolute and unconditional assignment of rights only, and not a delegation of duties. The execution and delivery hereof shall not in any way impair or diminish the obligations of Borrower under the provisions of each and every Lease nor shall such execution and delivery cause any of the obligations contained in the Leases to be imposed upon Lender. The assignment contained herein and all rights herein assigned to Lender shall cease and terminate as to all Leases and Rents upon the payment in full of the Debt and the release of the Property from the security title, security interest

UNOFFICIAL COPY

and lien, as applicable, of the Security Instrument. In the event Lender shall have in its possession any Rents or Security Deposits after payment in full of the Debt, Lender shall return or cause such Rents and/or Security Deposits to be returned to Borrower in accordance with the terms of the Security Instrument. In the event that the assignment contained herein shall so terminate, Lender shall, upon the written request of Borrower, deliver to Borrower a termination of this Assignment which shall be in recordable form.

Section 11. Effect on Rights Under Other Documents. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms of the Loan Documents. The right of Lender to collect the Debt and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents contained in the Security Instrument or in any other document.

Section 12. Further Assurances. Borrower hereby agrees that it shall, whenever and as often as it shall be reasonably requested to do so by Lender, execute, acknowledge and deliver, or cause to be executed, acknowledged, and delivered, in form and substance reasonably acceptable to Lender, any and all such further conveyances, instruments, documents, approvals, consents, and memoranda of the other documents and to do any and all other acts as may be reasonably necessary or appropriate to effectuate the terms of this Assignment. This Assignment or a memorandum hereof may be recorded by Lender at any time.

Section 13. No Waiver. A waiver by Lender of any of its rights hereunder or under the Leases or of a breach of any of the covenants and agreements contained herein to be performed by Borrower shall not be construed as a waiver of such rights in any succeeding instance or of any succeeding breach of the same or other covenants, agreements, restrictions or conditions. No waiver by Lender hereunder shall be effective unless in writing.

Section 14. Marshalling. Notwithstanding the existence of any other security interest in the Property or any part thereof held by Lender or by any other party, Lender shall have the right to determine the order in which any of the Leases or any other portion of the Property shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which any or all portions of the Debt are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Lender and any Person who now or hereafter acquires a security interest in any of the Leases or any other portion of the Property and who has actual or constructive notice hereof hereby waives, to the extent permitted by law, any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable Legal Requirements or provided herein.

Section 15. Notices. All notices, demands, requests, consents, approvals or communications required under this Assignment shall be in writing and shall be deemed to have been properly given if delivered in accordance with the provisions of the Security Instrument at the addresses set forth in the Security Instrument.

Section 16. Counterparts. This Assignment may be executed in any number of counterparts and shall be deemed to have become effective when and only when one or more of such counterparts shall have been signed by or on behalf of each of the parties hereto, although it shall not be necessary that any signed counterpart be signed by or on behalf of each of the parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument.

Section 17. Applicable Law. This Assignment was negotiated in New York, and made by Borrower and accepted by Lender in the State of New York, and the proceeds of the Note were disbursed from New York, which state the parties agree has a substantial relationship to the parties and to the underlying transaction embodied hereby, and in all respects, including, without limiting the generality of the foregoing, matters of construction, validity and performance. This Agreement and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and performed in such state and any applicable law of the United States of America, except that at all times the provisions for the creation, perfection, priority, enforcement and foreclosure of the liens and security interests created hereunder shall be governed by and construed according to the law of the State in which the property is located, it being understood that, to the fullest extent permitted by the law of such State, the law of the State of New York shall govern the validity and enforceability of all loan documents, and the debt or obligations arising hereunder.

UNOFFICIAL COPY

Section 18. Modification. This Assignment may not be modified or amended except by written agreement of the parties.

Section 19. Binding Agreement. Lender may, from time to time, without notice to Borrower, assign, transfer or convey this Assignment and the other Loan Documents or all or any of its interest hereunder or under all or any of the other Loan Documents and, notwithstanding any such assignment, transfer or conveyance, this Assignment and the other Loan Documents shall remain in full force and effect. This Assignment shall be binding upon Borrower, its successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

Section 20. TRIAL BY JURY. BORROWER HEREBY WAIVES THE RIGHT TO ASSERT A COUNTERCLAIM, OTHER THAN A COMPULSORY COUNTERCLAIM, IN ANY ACTION OR PROCEEDING BROUGHT AGAINST IT BY LENDER OR ITS AGENTS AND WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING INCLUDING, WITHOUT LIMITATION, ANY TORT ACTION, BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER OR IN ANY COUNTERCLAIM BORROWER MAY BE PERMITTED TO ASSERT HEREUNDER OR WHICH MAY BE ASSERTED BY LENDER OR ITS AGENTS AGAINST BORROWER OR IN ANY MATTERS WHATSOEVER, ARISING OUT OF OR IN ANY WAY CONNECTED WITH BORROWER, THIS ASSIGNMENT, THE NOTE, THE SECURITY INSTRUMENT OR ANY OF THE OTHER LOAN DOCUMENTS.

Section 21. Bankruptcy. (a) During the continuance of a Default, Lender shall have the right to proceed in its own name or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

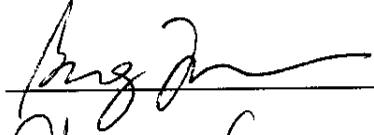
(b) If there shall be filed by or against Borrower a petition under the Bankruptcy Code, and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender not less than ten (10) days' prior notice of the date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


[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

UNOFFICIAL COPY

IN WITNESS WHEREOF, Borrower has executed this Assignment on the day and year first hereinabove set forth.

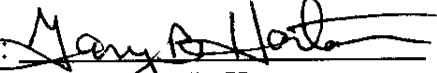
Witnessed by:





BORROWER:


AREC 1, LLC,
a Delaware limited liability company

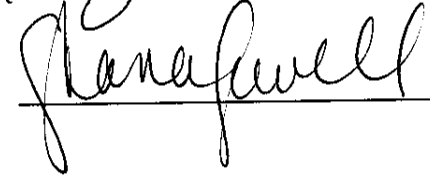
By: 

Name: Gary B. Horton
Title: Treasurer

IN WITNESS WHEREOF, Borrower has executed this Assignment on the day and year first hereinabove set forth.


Witnessed by:





BORROWER:

UHIL 1, LLC,
a Delaware limited liability company

By: 

Name: Gary B. Horton
Title: Treasurer

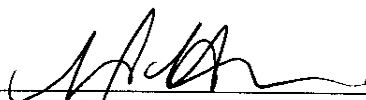
Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF NEW YORK
COUNTY OF NEW YORK, to wit:

On this the 8th day of June, 2005, before me, Maria Hroncich, the undersigned officer, personally appeared Gary B. Horton who acknowledged himself to be the Treasurer of AREC 1, LLC, a Delaware limited liability company, and the Treasurer of UHIL 1, LLC, a Delaware limited liability company, and that he, as such Treasurer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Treasurer.

In witness whereof I hereunto set my hand.



Notary Public

MARIA HRONCICH
Notary Public, State of New York
No. 01HR6102780
Qualified in New York County
Commission Expires Dec. 8, 2007

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "A"

Lots 1 through 10, in Block 2, in Frederick H. Bartlett's Centerfield, being a Subdivision of the West half of the Northwest quarter of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian (except the East 158 feet thereof), in Cook County, Illinois.

Property ID #757057
4705 W. 47th Street
Chicago South, IL

TAX # 19-10-101-050

Property of Cook County Clerk's Office